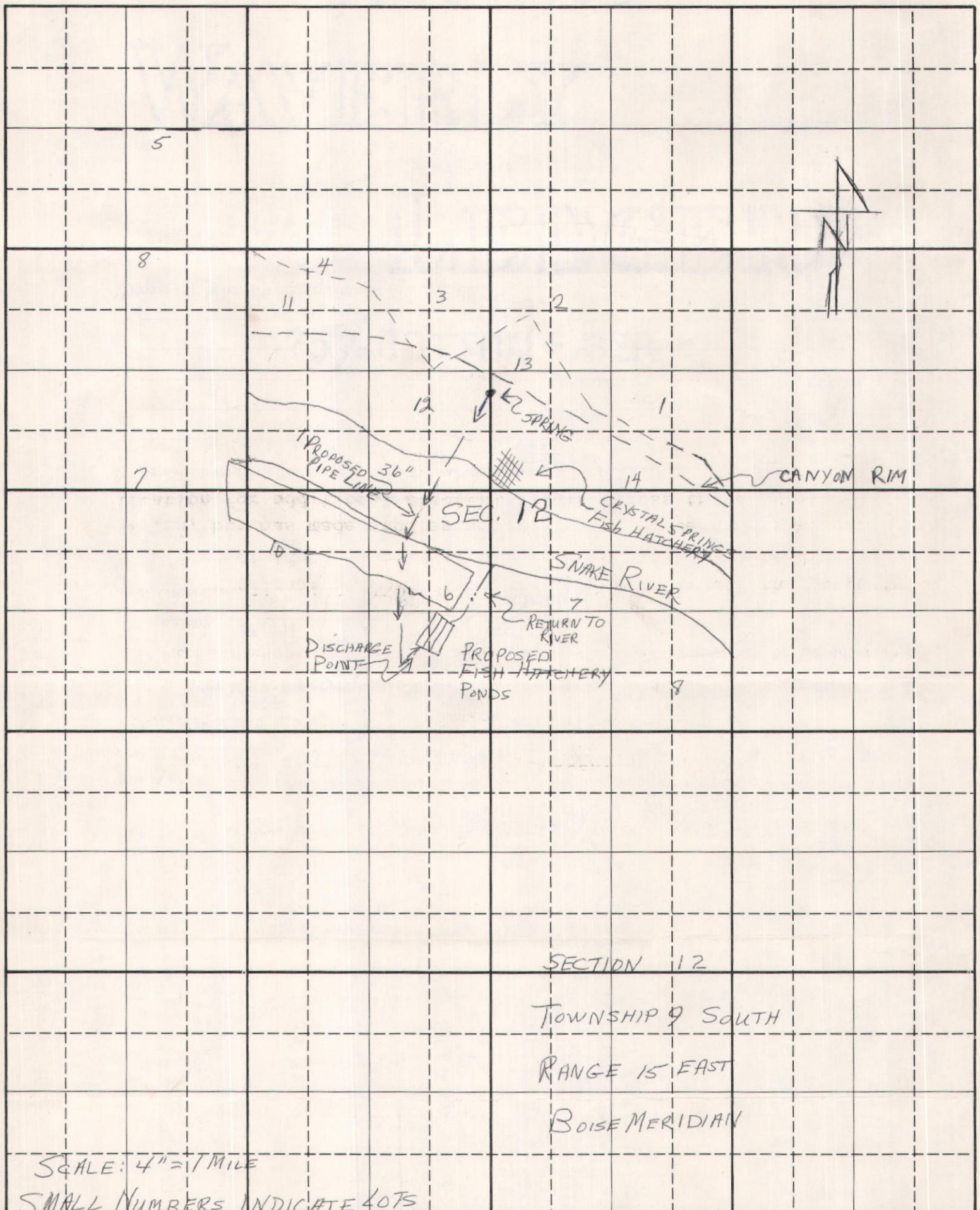


11. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



Scale: 2 inches equal 1 mile

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

Joseph L. Burden
(Applicant) JOSEPH L. BURDEN

By *Lloyd J. Webb*
Lloyd J. Webb
Agent and Attorney
and Attorney-in-Fact.

36 7164

Affidavit of Publication

State of Idaho, }
County of Gooding } ss.

Mrs. Al Hagen

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 25 day

of March, 1971, and the date of the last publication

was on the 1 day of April, 1971

Mrs. Al Hagen

Subscribed and sworn to before me this 1

day of April, 1971
(SEAL)

Andrey C. Belshov
NOTARY PUBLIC

GOODING COUNTY LEADER

Gooding, Idaho

COST OF PUBLICATION

Number of Lines in Notice.....

Number of Insertions

.....Lines at 14¢

.....Lines at 10¢

TOTAL COST.....

COPY OF NOTICE

Title of Notice

Water Permit

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that Joseph L. Burden, Box 321, Twin Falls, Idaho, has on March 5, 1971, submitted Application No. 36-7164 for a permit to appropriate 50.0 cubic feet per second of water from Crystal Springs, tributary to the Snake River by means of headbox and pipeline within Lot 12 (SE 1/4 - NW 1/4) of Sec. 12, T. 9S, R. 15E, B.M., Gooding County, to be used from Jan. 1 to Dec. 31 for fish propagation purposes within the SE 1/4 SW 1/4 Sec. 12, T. 9S, R. 15E, 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 Administration, Statehouse, Boise, Idaho, 83707, on or before April 12, 1971.

R. Keith Higginson
Director

2-25-2tc

PUBLICATION RATES:

(Idaho Code, (Rev. Statutes) 1956
7 pt. per line, straight 14c
7 pt. per line, tabular 20c
7 pt. per line, successive
insertions.....10c
6 pt. per line, straight 15c
6 pt. per line, tabular 20c
6 pt. per line, successive
insertions.....10c

No 1079

Department of Water Administration

36 7164

WAIVER OF NOTICE OF SPECIAL MEETING OF BOARD OF DIRECTORS

We, the undersigned, being all of the Directors of Valley Trout Farms, Inc., do hereby severally waive notice of the time, place and purpose of the meeting of the Board of Directors of said corporation held on the 4th day of February, 1981, and consent to the same being held on that day, being the meeting referred to in the foregoing minutes; and we further consent and ratify the transaction of all business coming before the meeting as aforesaid and agree that all business transacted at said meeting is valid and legal as though notice of said meeting has been duly given.

DATED This 4th day of February, 1981.

James S. Egan

Barbara Egan

MICROFILMED

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of THREE MILLION FOUR HUNDRED
TWENTY-FIVE THOUSAND AND NO/100 -----DOLLARS

(\$3,425,000.00) in hand paid, receipt of which is hereby acknowledged
KENNETH S. ELLIS AND BRENDA ELLIS, Husband and Wife,
Whose Address is Route 3, Box 50, Buhl, ID 83316, and
VALLEY TROUT FARMS, INC., an Idaho Corporation
Whose Principal Place of Business is Route 3, Box 50, Buhl, ID 83316
have granted, bargained, and sold and by these presents do hereby grant,
bargain, sell, and convey unto the UNITED STATES OF AMERICA and its assigns,
all the following bounded and described real property situate in the County
of Twin Falls in the State of Idaho:

Tract 600

A tract of land lying in portions of Government Lot 7 and the northeast
quarter of the southeast quarter of Section 11; the southwest quarter of
the northwest quarter and the northwest quarter of the southwest quarter
of Section 12, all in Township 9 South, Range 15 East of the Boise Meridian,
Twin Falls County, Idaho, and being more particularly described as follows:

Commencing at the southeast corner of said Section 11;

thence North 07°09'05" West, 1,383.37 feet to the POINT OF
BEGINNING;

thence North 07°01'47" East, 780.97 feet;

thence North 84°24'21" West, 22.22 feet;

thence North 53°44'40" West, 717.69 feet;

thence North 83°07'31" West, 284.71 feet;

thence North 10°38'43" East, 411.55 feet to the high water line
on the southerly (left) bank of the Snake River;

thence southeasterly along the southerly (left) bank of the Snake
River the following courses and distances:

South 83°45'43" East, 816.89 feet;

South 79°02'15" East, 395.38 feet;

South 53°01'23" East, 563.77 feet;

South 33°34'55" East, 143.37 feet;

South 50°33'57" East, 75.83 feet;

thence South 27°06'46" West, 464.20 feet;

thence North 81°09'24" West, 620.66 feet;

thence South 01°08'09" West, 699.75 feet;

THIS DEED WAS
WITNESSED BY
William L. Klein

thence North 78°38'10" West, 242.61 feet to the point of beginning.

There is EXCEPTED therefrom all those portions of Government Lots 9 and 10 and the easterly 1200 feet of the south half of the northwest quarter of the southwest quarter of said Section 12 contained within the above described tract of land.

The tract of land above described contains 25.46 acres, more or less, being acquired by the U. S. Department of the Army, Corps of Engineers.

NOTE: The bearings and distances above referred to were taken from deed descriptions, actual surveys, and Bureau of Land Management Plats.

together with the easement right of ingress and egress over and across the following described land, said easement is subject to joint use right of ingress and egress reserved to Crystal Springs Ranches, Inc.:

Tract 601E

A parcel of land located in the southeast quarter of the southeast quarter of Section 11 and in the southwest quarter of the southwest quarter of Section 12, all in Township 9 South, Range 15 East of the Boise Meridian, Twin Falls County, Idaho, being more particularly described as follows:

Commencing at the southwest corner of said Section 12;

thence North 02°34'14" East, a distance of 984.53 feet to the POINT OF BEGINNING;

thence North 79°22'55" West, a distance of 47.35 feet;

thence North 08°38'36" East, a distance of 262.79 feet;

thence North 02°11'00" West, a distance of 79.13 feet;

thence South 78°38'05.8" East, a distance of 32.19 feet;

thence South 0°44'53" West, a distance of 114.96 feet;

thence South 08°05'51" West, a distance of 114.63 feet;

thence South 01°56'46" West, a distance of 112.90 feet, more or less, to the POINT OF BEGINNING.

There is EXCEPTED therefrom all that part of the above described parcel of land lying within the right-of-way of the county road.

The parcel of land above described contains 0.28 acres, more or less, being acquired by the U. S. Department of the Army, Corps of Engineers.

NOTE: The bearings and distances above referred to were taken from deed descriptions, actual surveys, and Bureau of Land Management Plats.

And further, for the consideration hereinabove set forth, the Grantors convey all right, title, and interest in and to State of Idaho Easement No. 4261 granted to Joseph L. Burden on 11 April 1972; State of Idaho Easement No. 4262 granted to Joseph L. Burden on 11 April 1972; State of Idaho Department of Water Resources Water Right License No. 36-7033 with priority of 10 July 1968 in the amount of 50.0 c.f.s. granted to Crystal Springs Ranches, Inc.; State of Idaho Department of Water Resources Water Right License No. 36-7164 with priority of 5 March 1971 in the amount of 6.49 c.f.s. granted to Crystal Springs Ranches, Inc.; and State of Idaho Department of Water Resources Application for Permit No. 36-7653 by Valley Trout Farms, Inc., in the amount of 69.0 c.f.s. with proposed priority of 3 November 1976.

EXCEPTING AND RESERVING to the Grantors the right to remove from the project area on or before 1 March 1982, a 40' x 80' concrete hatchery building and equipment; a 20' x 36' metal frame, metal covered hatchery building and equipment; two metal feed bins; a railroad car feed storage building; and an oxygen storage tank. In the event said improvements are not removed on or before said date, the United States shall have a good and indefeasible title to said buildings and improvements without notice or further compensation.

In consideration of the protection and maintenance of the land, buildings, and structures, protection of the property against loss by fire, waste, or other causes, Grantors reserve occupancy of said property until 1 March 1982, said occupancy is reserved to Grantors exclusively and shall not be sublet or transferred.

During the term of occupancy reserved to Grantors, the United States or its agents shall have the right to enter upon the property conveyed for any purpose whatsoever, provided that such entry shall not unduly interfere with or disrupt Grantors operation of the property.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

SUBJECT TO existing easements for public roads, public highways, public utilities, railroads, and pipelines; reservations, exceptions, and any other outstanding rights contained in or referred to in patents issued by the United States.

TO HAVE AND TO HOLD the above described and granted premises unto the UNITED STATES OF AMERICA and its assigns, forever. We covenant to and with the above named grantee and its assigns that we are lawfully seized and possessed of the above granted premises in fee; have a good and lawful right and power to sell and convey the same; that the same are free and clear of all encumbrances except as above noted, and we will and our heirs, executors, and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

AND FURTHER, for the consideration aforesaid, we the grantors above named hereby convey and quitclaim unto the said UNITED STATES OF AMERICA and its assigns, all right, title, and interest which we may have in and to the banks, beds, and waters of any streams opposite to or fronting upon the lands above described and in any alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land and in any means of ingress or egress appurtenant thereto.

DATED this 13 day of March 1981.

VALLEY TROUT FARMS, INC.,
an Idaho Corporation

By Kenneth S. Ellis
KENNETH S. ELLIS
President

Kenneth S. Ellis
KENNETH S. ELLIS

Brenda Ellis
BRENDA ELLIS

ATTEST:

By Brenda Ellis
BRENDA ELLIS
Secretary

STATE OF IDAHO)
COUNTY OF TWIN FALLS) ss.

On the 18 day of March 1981, personally came
before me, as Notary Public in and for said County and State, the within
named Kenneth S. Ellis and Brenda Ellis

to me personally known to be the identical persons described in and who
executed the within and foregoing instrument and acknowledged to me
that they executed the same as their free and voluntary act and
deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

J. William A. May
Notary Public in and for the
State of Idaho
Residing at Boise
My Commission Expires June 1982

MICROFILMED

Notary Public
Form 20c
Jan 1952

(CORPORATE FORM)

STATE OF IDAHO)
) ss.
COUNTY OF TWIN FALLS)

On this 18th day of March A.D. 1981, before me, the undersigned,
a Notary Public in and for the State of Idaho, duly commissioned and
sworn personally appeared Kenneth S. Ellis and
Brenda Ellis to me known to be the President
and Secretary, respectively of Valley Trout Farms, Inc.,
the corporation
that executed the foregoing instrument, and acknowledged the said instrument
to be the free and voluntary act and deed of said corporation, for the uses and
purposes therein mentioned, and on oath stated that they are authorized
to execute the said instrument and that the seal affixed is the corporate seal
of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this
certificate above written.

(SEAL)

Notary Public in and for the
State of Idaho
Residing at
My Commission expires

FILED IN IDAHO
County of Twin Falls
I hereby certify that this instrument
is for record at the request of
SAFECO Title
and is recorded in book
MAR 18 1981
page 3419
RICHARD A. PENCE
Ex-Officio Recorder
Fee \$ 6.00
Return to
SAFECO Title
NEW FORM
MAR 1962

29 (Replaces NEW Form 197 (Test) which may be used)

MICROFILMED

R.15 E.

MICROFILMED



Meas. Devices

→ Pipe River under

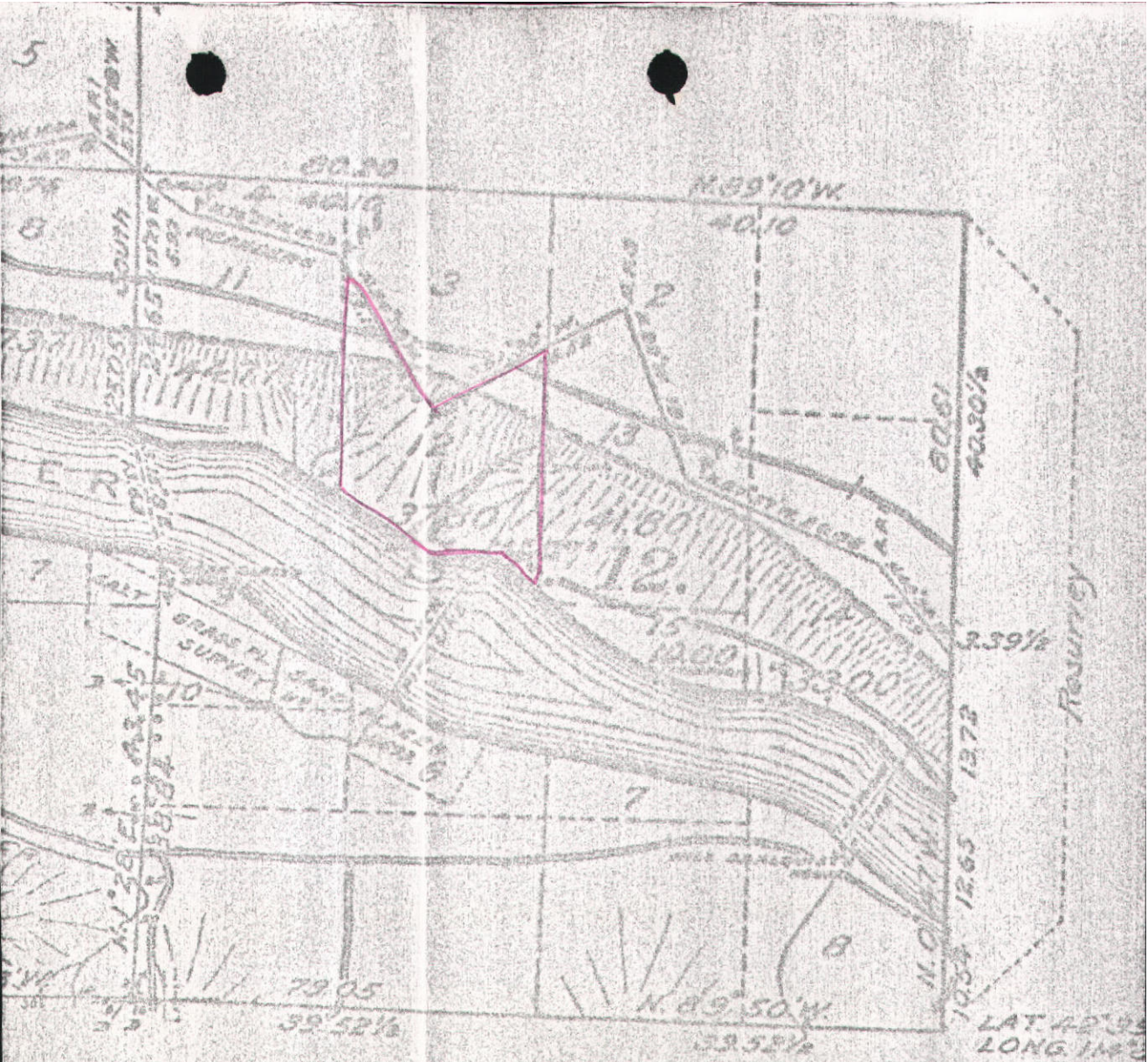
SNAKE RIVER

Crystal Springs

place of use

5





MICROFILMED

36 7164

RECEIVED

FEB 24 1971

Department of Water Administration
P.O. BOX 321
TELEPHONE 733-2601
AREA CODE 208

Rayborn, Rayborn, Webb and Pike

ATTORNEYS AT LAW
BANK OF IDAHO BUILDING
TWIN FALLS, IDAHO 83301

E.L. RAYBORN (1893-1970)
E.M. RAYBORN
R.E. RAYBORN
LLOYD J. WEBB
EMIL F. PIKE
J. RILEY BURTON
RUDOLF D. BARCHAS
MONTE B. CARLSON

February 23, 1971

State of Idaho
Department of Water Administration
Statehouse Annex No. 2
Boise, Idaho 83707

Re: Joseph L. Burden Application

Dear Sir:

Enclosed herewith is our check for \$100.00
on the above captioned Application.

Sincerely yours,

RAYBORN, RAYBORN, WEBB & PIKE

By

Riley Burton
Riley Burton

RB:rl
Enc.

*Being held v.H. in
custody
called
9/11/71
2-25-71*

MICROFILMED

36 7164

State of Idaho
Department of Water Resources

AMENDED

WATER RIGHT LICENSE

AMENDED

License of Water Right No. 36-7164 Priority March 5, 1971 Amount 6.49 cfs

THIS IS TO CERTIFY, that CRYSTAL SPRINGS RANCH, INC.
of Buhl, Idaho, has complied with the terms and conditions of Permit
No. 36-7164 issued pursuant to Application for Permit dated March 5, 1971,
and has submitted proof to the Department of Water Resources on February 1, 1974,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 56.49 cfs of water from Crystal Springs,
tributary to the Snake River, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
Fish			
Propagation	from <u>January 1</u> to <u>December 31</u> at <u>6.49</u> cfs and <u>N/A</u>		
	from <u></u> to <u></u> at <u></u> cfs and <u></u>		
	from <u></u> to <u></u> at <u></u> cfs and <u></u>		
	(both dates inclusive)		

Subject, however, to the condition that no more than 6.49 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
N/A acre feet per year, said waters to be diverted within the Lot 12 (SE $\frac{1}{4}$ NW $\frac{1}{4}$), Sec. 12,
Twp. 9S, Rge. 15E, B.M. in the County of Gooding

Description and location of place of use:

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
9S	15E	11				L7 X													
		12							X			X							

Total number of acres irrigated

The facility volume for this right and right 36-7033 shall not exceed 13.2
acre feet.

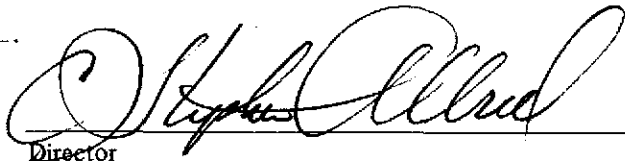
Measuring devices of a type approved by the Department and capable of measuring
the quantity of water diverted from the springs and the quantity of water returned
to the Snake River shall be permanently maintained.

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho
Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands or place of use
herein described, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 12 day of
February, 19 81.

MICROFILMED
1981


Director

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 36-7164 Priority March 5, 1971 Amount 6.49 cfs

THIS IS TO CERTIFY, that CRYSTAL SPRINGS RANCH, INC.
of Buhl, Idaho, has complied with the terms and conditions of Permit
No. 36-7164 issued pursuant to Application for Permit dated March 5, 1971,
and has submitted proof to the Department of Water Resources on February 1, 1974,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 56.49 cfs of water from Crystal Springs,
tributary to the Snake River, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
Fish	from <u>Jan. 1</u> to <u>Dec. 31</u>	at <u>6.49</u> cfs and	<u>n/a</u>
Propagation	from _____ to _____	at _____ cfs and	_____
	from _____ to _____	at _____ cfs and	_____
(both dates inclusive)			

Subject, however, to the condition that no more than 6.49 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
n/a acre feet per year, said waters to be diverted within Lot 12 (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of
Sec. 12, Twp. 9 S, Rge. 15 E, B. M. in the County of Gooding

Description and location of place of use:

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
9 S	15 E	12												X					

Total number of acres irrigated _____

Measuring devices of a type approved by the Department and capable of measuring
the quantity of water diverted from the springs and the quantity of water returned
to the Snake River shall be permanently maintained.

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho
Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands or place of use
herein described, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this _____ day of
August, 19 75.

Director

RECEIVED

JUL 5 1972

ASSIGNMENT

Department of Water Administration

For value received, I hereby assign all ~~xxx~~ of my right, title and interest in and to Permit to Appropriate the Public Waters of the State of Idaho, No. 36-7164 to CRYSTAL SPRINGS RANCH, INC. of Buhl, Idaho 83316

*

Joseph L. Burdick
Permit Holder

Patricia Burdick
Wife of Permit Holder

California
STATE OF IDAHO)

County of Los Angeles)

On this 23 day of June, 1972, before me, a Notary Public for the State of California Idaho, residing at Long Beach Calif personally appeared Joseph L. Burdick and Patricia Burdick known to me to be the person s whose name s is subscribed to the within instrument, and duly acknowledged to me that They executed the same.

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

My Commission Expires



Merle L. Taylor
Notary Public, Residing at

* If fractional part of permit is to be assigned, the fractional part of the land to which the assigned fraction is appurtenant should be described by legal subdivisions.

Identification No. ~~7164~~

Application No. 36-7164

STATE OF IDAHO

ASSIGNED TO:

DEPARTMENT OF WATER ADMINISTRATION

Crystal Springs Ranch, Inc.
Buhl,
Idaho 83316

APPLICATION FOR PERMIT

APPROVED

To Appropriate the Public Waters of the State of Idaho

(TYPE OR PRINT IN INK)

URGENT ISSUED FOR 16.49
OF 16.49 (3)

1. Name of applicant Joseph L. Burden
post office address Box 321, Twin Falls, Idaho 83301
2. Source of water supply Crystal Springs which is a tributary of Snake River
3. a. Location of point of diversion is Lot 12 SE 1/4 of NW 1/4 of Section 12 Township 9 South
Range 15 E. B.M. Gooding County; additional points of diversion if any: _____
- b. If water is not consumed, it will be discharged into Snake River at a point in Lot 6 NE 1/4
of SW 1/4 1/4 of Section 12 Township 9 S. Range 15 E. B.M. _____
4. Water will be used for the following purposes:
Amount 50 additional for fish propagation purpose from 1-1 to 12-31 (both dates inclusive)
(cfs or acre-feet per annum) gation
Amount _____ for _____ purpose from _____ to _____ (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. 50 c.f.s. additional cubic feet per second and/or
b. _____ acre feet per annum.
6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. Concrete headbox with iron
pipeline from point of diversion to proposed fish hatchery ponds
to be situated in the SE of the SW, Sec. 12, Township 9 South,
Range 15 E.B.M.
- 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 one 5 years.
b. Estimated construction cost is \$ 20,000.00, exclusive of the costs of the hatchery
structure itself.
8. Description of proposed uses:
a. If water is **not** for irrigation:
(1) Give the place of use of water: SE 1/4 of SW 1/4 of Section 12 Township 9 S.
Range 15 E. B.M.
(2) Amount of power to be generated: _____ hp under _____ 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 propagation

36 7164

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

TWP.	RANGE	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total number of acres to be irrigated _____

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

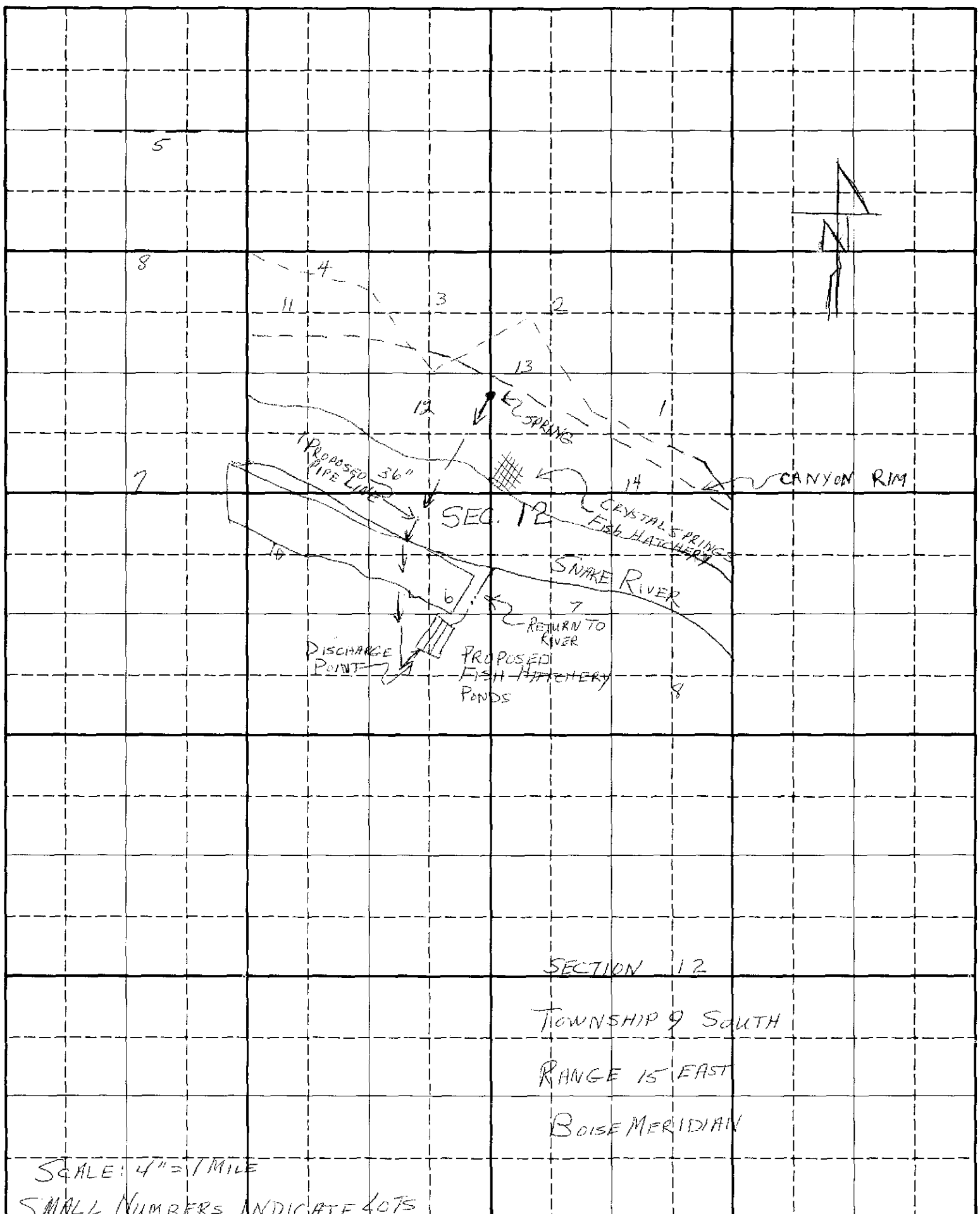
9. a. Who owns the property at the point of diversion State of Idaho

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 The applicant is the owner of an easement across the property of the State of Idaho, the owner of the land at the proposed point of diversion, but has made studies and is in the process of making application for additional easement rights across these lands.

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



Scale: 2 inches equal 1 mile

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

Joseph L. Burden
 (Applicant) JOSEPH L. BURDEN

By *Lloyd J. Webb*
 Lloyd J. Webb
 Agent and Attorney
 and Attorney-in-Fact.

195 12 100

Received by _____ Date 3-5-71 Time 9 45 A
Preliminary check by DR Fee \$ 100.00 75.35
Receipted by SM Date 3-9-71
Publication prepared by dr Date 3-16-71
Published in Gooding County Leader
Publication dates 3-25 & 4-1, 1971
Publication approved dr Date 4-1-71
Priority reduced to _____ Reason _____

Protests filed by: _____

Copies of protests forwarded by _____
Hearing held by _____ Date _____
Recommended for approval denial by JED

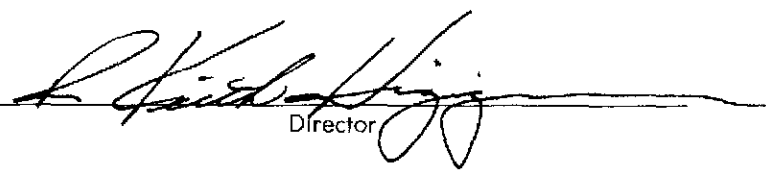
ACTION OF THE DIRECTOR, DEPARTMENT OF WATER ADMINISTRATION

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 36-7164, 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 April 1, 19 74.
 - c. Other: Pursuant to Memorandum Decision of this date.
- _____

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

Witness my hand this 22nd day of September 19 71.


Director

BEFORE THE DEPARTMENT OF WATER ADMINISTRATION

OF THE

STATE OF IDAHO

IN THE MATTER OF APPLICATION FOR PERMIT NO.)
36-7164 in the name of JOSEPH L. BURDEN)

MEMORANDUM DECISION

Joseph L. Burden applied to the Department of Water Administration on March 5, 1971, for a permit to appropriate Idaho's public waters, namely Crystal Springs, tributary to the Snake River in Sec. 12, T. 9S, R. 15E, B.M., Gooding County, at the rate of 50 cubic feet per second for fish propagation from January 1 to December 31 for use in the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 12, T. 9S, R. 15E, B.M.

The Department, having caused notice of receipt of the application to be published, receiving no protests, and having reviewed the application and supplemental information as required by the Department on March 17, 1971 and received by the Department on May 14, 1971, finds that the application and supplemental information provided is sufficient as required under the statutes. The applicant is hereby made aware that the water may not be available at all times in sufficient quantity to supply the needs of the applicant.

THEREFORE, IT IS RECOMMENDED that Application for Permit No. 36-7164 be APPROVED with the following conditions:

1. That proof of beneficial use be required on or before April 1, 1974.
2. That the applicant install and permanently maintain an adequate measuring device of a type approved by the Department as part of the works to determine the amount of water diverted and the amount of water returned to the Snake River after being used.
3. That the application and permit not be assigned by the applicant without first securing the approval of the Director of the Department of Water Administration. Violation of this condition will cause the permit to become void and of no further force or effect.
4. And that the applicant begin construction immediately and proceed diligently to completion, as provided for in the construction schedule of the proposed hatchery and facility submitted by the applicant.

Dated this 22nd day of September, 1971.


R. KEITH HIGGINSON
Director

1 BEFORE THE DIRECTOR
STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION

In the Matter of Application)
for Permit Nos. 36-7033 and)
36-7164, Joseph L. Burden)

Memorandum Decision and Order

Mr. Joseph L. Burden, Box 321, Twin Falls, Idaho, holds Application for Permit Nos. 36-7033 and 36-7164, which provide for diversion of 50 second feet of water each from Crystal Springs, within Lot 12, SE1/4NW1/4, Sec. 12; Twp. 9S, Rge. 15E, B.M. The water is to be conveyed from the springs by pipeline across the Snake River and used for fish propagation purposes within the SE1/4SW1/4, Sec. 12; Twp. 9S, Rge. 15E, B.M.

Proof of Beneficial Use of the water was due to be submitted under Application for Permit No. 36-7033 on January 1, 1972 and is due on Application for Permit No. 36-7164 on April 1, 1974.

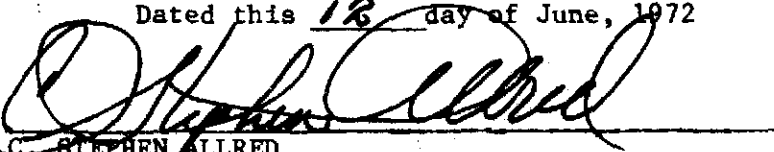
On December 22, 1971, the permit holder requested an extension of time on Application for Permit No. 36-7033. In connection with this request, the Department asked for information concerning the status of easements necessary from the State of Idaho, Departments of Parks and Public Lands relative to the collection of water on state property and conveyance of that water across the river.

We have allowed the applicant time within which to obtain these necessary easements, copies of which were received in this office on June 8, 1972. It now appears that the applicant has made reasonable progress in completing the necessary arrangements for development and use of the water as proposed.

It is, therefore, ordered and the permit holder is allowed until April 1, 1974, within which to complete the construction of works and apply water to beneficial use pursuant to Application for Permit No. 36-7033.

On March 15, 1972, the Department received a petition from John C. Hepworth, Attorney for Clear Springs Trout Sales, Inc., and the Farmers National Bank of Buhl, Idaho, requesting that Application for Permit Nos. 36-7033 and 36-7164 be cancelled pursuant to the provisions of Chapter 3, Title 42, Idaho Code. Therefore, as provided in Section 42-303, Idaho Code, the permit holder and all other parties having an interest in the permit, are notified that they should show cause, if any there be, by affidavit submitted to the Department on or before August 12, 1972, why said permit should not be cancelled.

Dated this 12 day of June, 1972


C. STEPHEN ALLRED
Deputy Director

36 7164

DEPARTMENT OF WATER ADMINISTRATION

STAFF ANALYSIS

Application No.	36-7164	Name	Joseph L. Burden
Source	Crystal Springs, trib. to Snake River		
Point of Diversion	Lot 12, Sec. 12, T. 9S, R. 15E, B.M., Gooding County,		
Quantity	50.0	Use	fish propagation
		Period	Jan. 1 to Dec. 31
Quantity		Use	
		Period	
Quantity		Use	
		Period	
Well Size		Diameter	
		Proposed Depth	
Use			
Date Forwarded	3-17-71	Date Returned	
		Received by	

COMMENTS: Spring month measurements (probably the yearly low) indicate a discharge of 450 cfs. Outstanding permits and license total 652 cfs on this creek; however, most of these are for non-consumptive use.

RECOMMENDED:							
Applied: Qty.	50.0	Use	fish	Period	1-16-71-31	AF/A	—
							AF 36,200
Qty.		Use		Period		AF/A	AF
Qty.		Use		Period		AF/A	AF
Maximum: Qty.		Use		Period		AF/A	AF
Qty.		Use		Period		AF/A	AF
Qty.		Use		Period		AF/A	AF

ACTION: Approved ☒ Denied ☐

Conditions of approval or reason for denial: Subject to prior rights. Notify Health Department.

INVESTIGATION	By	Norman C. Young	Title	W. R. Engle
			Date	3-25-71

Affidavit of Publication

State of Idaho, }
County of Gooding } ss.

Mrs. Al Hagen, 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 25 day

of March, 1971, and the date of the last publication

was on the 1 day of April, 1971

Mrs. Al Hagen

Subscribed and sworn to before me this 1

day of April, 1971
(SEAL)

Andrey C. Belsher
NOTARY PUBLIC

GOODING COUNTY LEADER

Gooding, Idaho

COST OF PUBLICATION

Number of Lines in Notice _____

Number of Insertions _____

_____ Lines at 14¢ _____

_____ Lines at 10¢ _____

TOTAL COST _____

COPY OF NOTICE

Title of Notice

Water Permit

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that Joseph L. Burden, Box 321, Twin Falls, Idaho, has on March 5, 1971, submitted Application No. 36-7164 for a permit to appropriate 50.0 cubic feet per second of water from Crystal Springs, tributary to the Snake River by means of headbox and pipeline within Lot 12 (SE 1/4 NW 1/4) of Sec. 12, T. 9S, R. 15E, B.M., Gooding County, to be used from Jan. 1 to Dec. 31 for fish propagation purposes within the SE 1/4 SW 1/4 Sec. 12, T. 9S, R. 15E, 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 Administration, Statehouse, Boise, Idaho, 83707, on or before April 12, 1971.

R. Keith Higginson
Director

2-25-2tc

PUBLICATION RATES:

(Idaho Code, (Rev. Statutes) 1956
7 pt. per line, straight 14c
7 pt. per line, tabular 20c
7 pt. per line, successive insertions.....10c
6 pt. per line, straight 15c
6 pt. per line, tabular 20c
6 pt. per line, successive insertions.....10c

No 1079

36 7164

791L-9E

Original letter in file

36-7653

July 6, 1983

Dept. of the Army
Attn: M. G. Brammer, P.E.
Chief, Engineering Div.
Walla Walla Dist., Corps of Engineers
Bldg. 602, City-County Airport
Walla Walla, WA 99362

RE: Water Rights at Crystal Springs

Dear Mr. Brammer:

Your letter dated June 22, 1983, concerning questions about the Corps of Engineers' water rights at Crystal Springs, has been referred to me for response. I will address the questions in the order they were presented.

First, regarding the acre-foot limitation applied to water right licenses Nos. 36-7033 and 36-7164, please be advised that this Department considers each water right to have three controlling parameters: rate of flow, total volume diverted, and consumptive use. In many situations, only the first of these parameters has been quantified; however, as competition for water supplies in Idaho has increased, there has been a need to more closely examine the latter two parameters to resolve disputes between competing users.

Total volume diverted and consumptive use are difficult to quantify for fish propagation facilities. However, an assumption can be made that these parameters are usually proportionate to the total volume of the facilities. Therefore, the "facility volume" is identified on the water right license to indicate the volume of fish ponds functional at the time the facility is examined. In the case of water right licenses Nos. 36-7033 and 36-7164, the examiner found 32 ponds, each measuring about 150 feet by 30 feet by 4 feet, for a total volume of 13.2 acre-feet. The intent of the corresponding condition of approval on the licenses is to not allow the water diverted under the licenses to be used in more than 32 ponds, for the protection of junior appropriators.

To respond to your second question, yes it is the intent of this Department to quantify the volume of the facility described by water right permit No. 36-7653. However, this volume will not be quantified until (1) proof

M. G. Brammer
July 6, 1983
Page 2

of beneficial use is submitted, (2) a field exam is conducted, and (3) a license is issued, because the requirement to submit facility plans was not in effect at the time the permit was issued and there is no indication currently in the file regarding facility size.

I hope that this information will serve to clarify the position of this Department regarding water rights for fish propagation purposes. Please advise this office if you desire further clarification.

Sincerely,

DAVID R. TUTHILL, JR., P.E.
Supervisor, Water Allocation Section

DRT:sc

August 3, 1972

C
Mr. Robert C. Paine
Parry, Robertson, Daly & Larson
Lawyers
The Idaho First National Bank Building
P. O. Box 525
Twin Falls, Idaho 83301

O
Dear Bob:

Enclosed is an order approving the conveyance of permits 36-7033 and 36-7164 to the Crystal Springs Ranch, Inc.

P
In order that there be no future misunderstanding and feeling on your part that the department has approved activities of Crystal Springs Ranch, I feel I should call your attention to what appears to be a discrepancy in the description of the point of diversion. Both permits 36-7033 and 36-7164 provide for diversion of water in Lot 12, SE1/4NW1/4, Section 12; Township 9 South, Range 15 East, B.M. I'm enclosing a copy of the survey plat on which I have drawn an outline of Lot 12 in red.

Y
From a recent field examination, it has been reported to us that some of the construction activity is taking place within Lot 11. You should be aware that the Idaho Fish & Game Department, in its recent Application 36-7256, has filed to appropriate 100 second feet of water from Crystal Springs from within Lots 11, 12, and 13. It would appear, therefore, that they may have a prior filing to any application for amendment, which you will need to file in the event that our information is correct and you are developing springs in Lot 11. I felt that I should call this to your attention so that you would not assume that our silence could be interpreted as approval of any change in point of diversion which you may have made.

Very truly yours,

R. KEITH HIGGINSON
Director

RKH:mjl

cc: Mr. Robert Haines, District Engineer
Idaho Department of Water Administration
1041 Blue Lakes Blvd. North
Twin Falls, Idaho 83301

Encs: 2 Order and Survey Plat



DEPARTMENT OF THE ARMY
WALLA WALLA DISTRICT, CORPS OF ENGINEERS
BUILDING 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON 99362

RECEIVED

MAY 18 1981

Department of Water Resources

REPLY TO
ATTENTION OF:

NPWRE
Crystal Springs Fish Hatchery
Tract 600

14 May 1981

Mr. David R. Tuthill, Jr., P. E.
Supervisor, Water Allocation Section
State of Idaho
Department of Water Resources
Statehouse Mail
Boise, ID 83720

Dear Mr. Tuthill:

The Department of the Army, Corps of Engineers, has acquired the Crystal Springs Fish Hatchery on behalf of the United States of America from Kenneth and Brenda Ellis. As part of the conveyance, Mr. and Mrs. Ellis and Valley Trout Farms, Inc., assigned three water rights on Crystal Springs to the United States, License 36-7033, License 36-7164, and Application for Permit No. 36-7653.

In accordance with our telephone conversation of 13 May, it is requested that Application for Permit No. 36-7653 be assigned to the United States of America and that the assignment of License 36-7033 and 36-7164 to the United States of America be noted on your records. In support of the assignments, the following material is submitted:

- a. Assignment of Permit (Permit No. 36-7653).
- b. True copy of Assignment (Licenses 36-7033 and 36-7164).
- c. True copy of Certification (Minutes of Valley Trout Farms, Inc., Special Meeting).
- d. True copy of Minutes of a Special Meeting of the Board of Directors of Valley Trout Farms, Inc.
- e. True copy of Warranty Deed.

We have asked Mr. Robert Weaver, Attorney for Valley Trout Farms, Inc., to forward a copy of the power of attorney for the Assignment of Permit directly to you.

RECEIVED

NPWRE

14 May 1981

Mr. David R. Tuthill, Jr., P. E.

Upon completion of the assignment of permit No. 36-7653 to the United States of America, please advise us of the status of the permit and the steps remaining to perfect the water license.

Sincerely,

Allen L. Baim

ALLEN L. BAIM
Chief, Real Estate Division

5 Incl
As stated

State of Idaho
Department of Water Resources
ASSIGNMENT OF PERMIT

I, VALLEY TROUT FARMS, INC., hereby assign to UNITED STATES OF AMERICA
of ARMY CORP OF ENGINEERS Box 602 CITY COUNTY AIRPORT, WALLA WALLA,
Address WA 99362

CHECK ONE



All my right, title, and interest in and to Permit No. 36-7653
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 4th day of FEBRUARY, 19 81.

Robert J. [Signature]
Permit Holder
Attorney for Valley Trout Farms
and Partner of attorney for the
Corp.
Spouse of Permit Holder

State of Idaho)
County of Lewiston) ss.

On this 4th day of FEBRUARY, 19 81, personally
appeared before me the signer(s) of the above instrument, who duly acknowledged to me
that he (she) (they) executed the same.

soal

[Signature]
Notary Public residing at
[Signature]

My commission expires:

Life

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1000 Barton
Burlington, VT
Phone (202) 643-8262

C E R T I F I C A T I O N

I HEREBY CERTIFY That I am the duly elected, qualified and acting Secretary of VALLEY TROUT FARMS, INC.; that the foregoing is a true and correct copy of the minutes of the proceedings of a special meeting of the Board of Directors of VALLEY TROUT FARMS, INC. at its office on the 4th day of February, 1981, at which meeting all directors were present, constituting a quorum of said Board of Directors; that the resolution of which said foregoing is a copy has not been rescinded or revoked.

DATED this 4th day of February, 1981.

Brenda Ellis
Secretary

VALLEY TROUT FARMS, INC.
By Alfred R. Rasmussen

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF VALLEY TROUT FARMS, INC.

Buhl, Idaho

February , 1981

A special meeting of the Board of Directors of Valley Trout Farms, Inc., was held in Buhl, Idaho, on February , 1981.

Present were the following directors:

Kenneth S. Ellis
Brenda Ellis

being all of the directors of the corporation. Kenneth S. Ellis, President of the corporation acted as Chairman of the meeting and Brenda Ellis, Secretary of the corporation, acted as Secretary of the meeting.

The President announced the purpose of the meeting was to discuss the proposed sale of the Crystal Springs fish hatchery to the United States of America through the Corps of Engineers. After discussion, the following resolution was made by Kenneth S. Ellis, seconded by Brenda Ellis and upon vote passed unanimously:

RESOLVED:

Valley Trout Farms, Inc., agrees to sell any interest it may have in the fish hatchery facilities known as Crystal Springs and any right it may have in State of Idaho water permit No. 36-7653 and State of Idaho water licenses No.s 36-7033 and 36-7164 to the United States of American through the Corps of Engineers.

The President and Secretary are hereby authorized to execute on behalf of the corporation any and all documents necessary to complete the transfer of the real property and improvements and the water permit and water licenses hereinabove referred to.

There being no further business to come before the meeting, the same was adjourned.

APPROVED:

Kenneth S. Ellis
President

Brenda Ellis
Secretary

This is a True Copy
P. L. Ellis, Secy

WAIVER OF NOTICE OF SPECIAL MEETING OF BOARD OF DIRECTORS

We, the undersigned, being all of the Directors of Valley Trout Farms, Inc., do hereby severally waive notice of the time, place and purpose of the meeting of the Board of Directors of said corporation held on the 4th day of February, 1981, and consent to the same being held on that day, being the meeting referred to in the foregoing minutes; and we further consent and ratify the transaction of all business coming before the meeting as aforesaid and agree that all business transacted at said meeting is valid and legal as though notice of said meeting has been duly given.

DATED This 4th day of February, 1981.

James C. Smith

Robert L. Smith

RECEIVED

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of THREE MILLION FOUR HUNDRED
TWENTY-FIVE THOUSAND AND NO/100 -----DOLLARS

(\$3,425,000.00) in hand paid, receipt of which is hereby acknowledged

KENNETH S. ELLIS AND BRENDA ELLIS, Husband and Wife,

Whose Address is Route 3, Box 50, Buhl, ID 83316, and

VALLEY TROUT FARMS, INC., an Idaho Corporation

Whose Principal Place of Business is Route 3, Box 50, Buhl, ID 83316

have granted, bargained, and sold and by these presents do hereby grant,

bargain, sell, and convey unto the UNITED STATES OF AMERICA and its assigns,

all the following bounded and described real property situate in the County

of Twin Falls in the State of Idaho:

Tract 600

A tract of land lying in portions of Government lot 7 and the northeast quarter of the southeast quarter of Section 11; the southwest quarter of the northwest quarter and the northwest quarter of the southwest quarter of Section 12, all in Township 9 South, Range 15 East of the Boise Meridian, Twin Falls County, Idaho, and being more particularly described as follows:

Commencing at the southeast corner of said Section 11;

thence North 07°09'05" West, 1,383.37 feet to the POINT OF BEGINNING;

thence North 07°01'47" East, 780.97 feet;

thence North 84°24'21" West, 22.22 feet;

thence North 53°44'40" West, 717.69 feet;

thence North 83°07'31" West, 284.71 feet;

thence North 10°38'43" East, 411.55 feet to the high water line on the southerly (left) bank of the Snake River;

thence southeasterly along the southerly (left) bank of the Snake River the following courses and distances:

South 83°45'43" East, 816.89 feet;

South 79°02'15" East, 395.38 feet;

South 53°01'23" East, 563.77 feet;

South 33°34'55" East, 143.37 feet;

South 50°33'57" East, 75.83 feet;

thence South 27°06'46" West, 464.20 feet;

thence North 81°09'24" West, 620.66 feet;

thence South 01°08'09" West, 699.75 feet;

Witness my hand and seal
this 1st day of May 1952
Allan L. Green

thence North 78°38'10" West, 242.61 feet to the point of beginning.

There is EXCEPTED therefrom all those portions of Government Lots 9 and 10 and the easterly 1200 feet of the south half of the northwest quarter of the southwest quarter of said Section 12 contained within the above described tract of land.

The tract of land above described contains 25.46 acres, more or less, being acquired by the U. S. Department of the Army, Corps of Engineers.

NOTE: The bearings and distances above referred to were taken from deed descriptions, actual surveys, and Bureau of Land Management Plats.

together with the easement right of ingress and egress over and across the following described land, said easement is subject to joint use right of ingress and egress reserved to Crystal Springs Ranches, Inc.:

Tract 601E

A parcel of land located in the southeast quarter of the southeast quarter of Section 11 and in the southwest quarter of the southwest quarter of Section 12, all in Township 9 South, Range 15 East of the Boise Meridian, Twin Falls County, Idaho, being more particularly described as follows:

Commencing at the southwest corner of said Section 12;

thence North 02°34'14" East, a distance of 984.53 feet to the POINT OF BEGINNING;

thence North 79°22'55" West, a distance of 47.35 feet;

thence North 08°38'36" East, a distance of 262.79 feet;

thence North 02°11'00" West, a distance of 79.13 feet;

thence South 78°38'05.8" East, a distance of 32.19 feet;

thence South 0°44'53" West, a distance of 114.96 feet;

thence South 08°05'51" West, a distance of 114.63 feet;

thence South 01°56'46" West, a distance of 112.90 feet, more or less, to the POINT OF BEGINNING.

There is EXCEPTED therefrom all that part of the above described parcel of land lying within the right-of-way of the county road.

The parcel of land above described contains 0.28 acres, more or less, being acquired by the U. S. Department of the Army, Corps of Engineers.

NOTE: The bearings and distances above referred to were taken from deed descriptions, actual surveys, and Bureau of Land Management Plats.

And further, for the consideration hereinabove set forth, the Grantors convey all right, title, and interest in and to State of Idaho Easement No. 4261 granted to Joseph L. Burden on 11 April 1972; State of Idaho Easement No. 4262 granted to Joseph L. Burden on 11 April 1972; State of Idaho Department of Water Resources Water Right License No. 36-7033 with priority of 10 July 1968 in the amount of 50.0 c.f.s. granted to Crystal Springs Ranches, Inc.; State of Idaho Department of Water Resources Water Right License No. 36-7164 with priority of 5 March 1971 in the amount of 6.49 c.f.s. granted to Crystal Springs Ranches, Inc.; and State of Idaho Department of Water Resources Application for Permit No. 36-7653 by Valley Trout Farms, Inc., in the amount of 69.0 c.f.s. with proposed priority of 3 November 1976.

EXCEPTING AND RESERVING to the Grantors the right to remove from the project area on or before 1 March 1982, a 40' x 80' concrete hatchery building and equipment; a 20' x 36' metal frame, metal covered hatchery building and equipment; two metal feed bins; a railroad car feed storage building; and an oxygen storage tank. In the event said improvements are not removed on or before said date, the United States shall have a good and indefeasible title to said buildings and improvements without notice or further compensation.

In consideration of the protection and maintenance of the land, buildings, and structures, protection of the property against loss by fire, waste, or other causes, Grantors reserve occupancy of said property until 1 March 1982, said occupancy is reserved to Grantors exclusively and shall not be sublet or transferred.

During the term of occupancy reserved to Grantors, the United States or its agents shall have the right to enter upon the property conveyed for any purpose whatsoever, provided that such entry shall not unduly interfere with or disrupt Grantors operation of the property.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

SUBJECT TO existing easements for public roads, public highways, public utilities, railroads, and pipelines; reservations, exceptions, and any other outstanding rights contained in or referred to in patents issued by the United States.

TO HAVE AND TO HOLD the above described and granted premises unto the UNITED STATES OF AMERICA and its assigns, forever. We covenant to and with the above named grantee and its assigns that we are lawfully seized and possessed of the above granted premises in fee; have a good and lawful right and power to sell and convey the same; that the same are free and clear of all encumbrances except as above noted, and we will and our heirs, executors, and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

AND FURTHER, for the consideration aforesaid, we the grantors above named hereby convey and quitclaim unto the said UNITED STATES OF AMERICA and its assigns, all right, title, and interest which we may have in and to the banks, beds, and waters of any streams opposite to or fronting upon the lands above described and in any alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land and in any means of ingress or egress appurtenant thereto.

DATED this 14 day of March 1981.

VALLEY TROUT FARMS, INC.,
an Idaho Corporation

By

Kenneth S. Ellis
KENNETH S. ELLIS
President

Kenneth S. Ellis
KENNETH S. ELLIS

Brenda Ellis
BRENDA ELLIS

ATTEST:

By

Brenda Ellis
BRENDA ELLIS
Secretary

RECORDED

STATE OF IDAHO)
COUNTY OF TWIN FALLS } ss.

On the 18 day of March 1981, personally came
before me, as Notary Public in and for said County and State, the within
named Kenneth S. Ellis and Brenda Ellis

to me personally known to be the identical persons described in and who
executed the within and foregoing instrument and acknowledged to me
that they executed the same as their free and voluntary act and
deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

William H. King
Notary Public in and for the
State of Idaho
Residing at Boise
My Commission Expires 5 years 1986

MICROFILMED

Notary Public
Form 20e
1982

(CORPORATE FORM)

STATE OF IDAHO)
) ss.
COUNTY OF TWIN FALLS)

On this 18th day of March A.D. 1981, before me, the undersigned,
a Notary Public in and for the State of Idaho, duly commissioned and
sworn personally appeared Kenneth S. Ellis and
Brenda Ellis to me known to be the President
and Secretary, respectively of Valley Trout Farms, Inc.
the corporation
that executed the foregoing instrument, and acknowledged the said instrument
to be the free and voluntary act and deed of said corporation, for the uses and
purposes therein mentioned, and on oath stated that they are authorized
to execute the said instrument and that the seal affixed is the corporate seal
of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this
certificate above written.

(SEAL)

Notary Public in and for the
State of Idaho
Residing at
My Commission expires

ALL OF IDAHO
County of Twin Falls
I hereby certify that this instrument
has been recorded at the request of
SAFECO Title
MAR 18 1981
my office and day recorded in file
231
RICHARD A. PENCE
page 3419
SAFECO Title
Return to
See S. 101-101
Denise
NEW FOR 1
MAR 1982

29 (Replaces NEW Form 197 (Test) which may be used)

MICROFILMED

P A Y E E : DETACH THIS STATEMENT BEFORE DEPOSITING

DATE	ACCOUNT OR INVOICE NO.	DESCRIPTION	AMOUNT	DISCOUNT OR DEDUCTION	NET AMOUNT
		# 36-7033 # 36-7164 For amendment to water filings for Cry-Spring 50 + 6.49			

EMPLOYEE'S NAME

PAY PERIOD ENDING	HOURS	RATE	GROSS EARNINGS	F.I.C.A.	FED. WITH. TAX	STATE WITH. TAX	NET EARNINGS PAID
	REG. T. O.T.			DEDUCTIONS			

EMPLOYEE: THIS IS A STATEMENT OF YOUR EARNINGS AND DEDUCTIONS FOR PERIOD INDICATED. KEEP THIS FOR YOUR PERMANENT RECORD.



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

JOHN V. EVANS

Governor

C. STEPHEN ALLRED

Director

Mailing address:

Starehouse

Boise, Idaho 83720

(208) 334-4440

February 13, 1981

Weaver & Dykas
130 N. Broadway
Buhl, ID 83316

Dear Sirs,

RE: License No. 36-7033 & 36-7164

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

Sincerely,

JIM JOHNSON
Water Distribution Supervisor

JJ:mr

Enclosure

MICROFILMED

M E M O R A N D U M

TO: 36-7033 and 36-7014

FROM: Dave Tuthill *DT*

DATE: February 12, 1981

RE: Amendment of Permit

The filing fee for the order-amendment enabling the amended licensing of the above referenced files was \$20.00 each. This filing fee of \$40.00 total was paid by Ken Ellis and was receipted with receipt No. 17586.

RECEIVED

NELSON, ROSHOLT, ROBERTSON, TOLMAN & TUCKER

ATTORNEYS AT LAW

P. O. BOX 1906
TWIN FALLS, IDAHO 83301
TELEPHONE (208) 734-0700

THOMAS G. NELSON
JOHN A. ROSHOLT
J. EVAN ROBERTSON
STEVEN K. TOLMAN
JAMES C. TUCKER

SUN VALLEY-KETCHUM OFFICE
P.O. BOX 2399
SUN VALLEY, IDAHO 83353
TELEPHONE (208) 726-4491

February 11, 1981

Mr. C. Steven Allred, Director
Idaho Department of Water Resources

RE: Amendment of Permits and Licenses

Dear Steve:

Enclosed is the Motion of Crystal Springs Ranch, Inc. to affect amendments to permits and licenses 36-7033 and 36-7164. I presume that the reason that this mistake was not caught at the time of proof of application of water to beneficial use was that the forms then submitted did not require a representation by the permitholder as to the legal description of the place of use unless the water was for irrigation. I enclose copies of those proofs for your convenience. In addition, the Department probably relied upon the description in the permit at the time of licensing. I submit a copy of the letter dated July 4, 1975 executed by Bobby D. Fleenor, indicating the place of use as the SE 1/4 SW 1/4 of Section 12, Township 9 South, Range 15 East, Boise Meridian, Twin Falls County. A recent survey shows that the place of use should properly have been Lot 7 and the NE 1/4 SE 1/4 of Section 11, and SW 1/4 NW 1/4 and the NW 1/4 SW 1/4 in Section 12, all in Township 9 South, Range 15 East, Boise Meridian.

Thank you in advance for your expeditious handling of this matter.

Sincerely,

John A. Rosholt
John A. Rosholt

JAR:tv
Enclosures

MICROFILMED

1
2
3 BEFORE THE DIRECTOR

4 OF THE

5 IDAHO DEPARTMENT OF WATER RESOURCES

6 * * * * *

7 In the Matter of Idaho Water) Case No. _____
8 Licenses 36-7033 and 36-7164,)
9 Crystal Springs Ranch, Inc.,)
10 an Idaho corporation,) MOTION FOR AMENDMENT
11 OF PERMITS & LICENSES

12 * * * * *

13 COMES NOW, John A. Rosholt, attorney for Crystal
14 Springs Ranch, Inc., and moves the Director of the Idaho
15 Department of Water Resources to order the amendment of
16 permits and licenses 36-7033 and 36-7164 for the following
17 reasons:

- 18 1. That Crystal Springs Ranch, Inc., is an Idaho
19 corporation and was validly assigned permit
20 numbers 36-7033 and 36-7164. Said permits
21 entitled the permitholder to appropriate the
public waters of the State of Idaho a maximum
of 100 c.f.s. for use for fish propagation
purposes in the SE 1/4 of the SW 1/4 of Section
12, Township 9 South, Range 15 East, Boise
Meridian, Twin Falls County, Idaho.
2. That the applicant proceeded in good faith and

- 1 4. That Crystal Springs Ranch, Inc. is the
2 contract purchaser of the property where the
3 fish propagation facilities are located. The
4 recent survey indicates the correct place of
5 use for the water represented by licenses
6 36-7033 and 36-7164 in Lot 7 and the NE 1/4 SE
7 1/4 of Section 11, and the SW 1/4 NW 1/4 and
8 the NW 1/4 SW 1/4 of Section 12, all in
9 Township 9 South, Range 15 East, Boise
10 Meridian, Twin Falls County, Idaho, rather than
11 as indicated on present permits and licenses.
12 5. That at the time the original applications for
13 permit were filed, the then applicant owned the
14 property then indicated to be the intended
15 place of use.
16 6. That the granting of said motion and amending
17 the permits and licenses will not injure any
18 other water user.

19 Whereupon movant requests the Director of the
20 Department of Water Resources order the amendment of permits
21 and licenses 36-7033 and 36-7164 to show the correct place of
22 beneficial use of water so as to correct the mutual mistake
23 and oversight.

24 DATED this 11th day of February, 1981.

25 *John A. Rosholt*

26 John A. Rosholt, Attorney for
27 Crystal Springs Ranch, Inc.

28 ORDER

29 Upon reading the motion of Crystal Springs Ranch,
30 Inc. for amendment of permits and licenses number 36-7033 and
31 36-7164 to reflect the actual place of use of the water as
32 Lot 7 and the NE 1/4 SE 1/4 of Section 11, and the SW 1/4 NW
1/4 and the NW 1/4 SW 1/4 of Section 12, all in Township 9
South, Range 15 East, Boise Meridian, Twin Falls County,
Idaho, it is ordered that said permits and licenses be so
amended.

 DATED this ___ day of February, 1981.

*see original
in 36-7033*

 C. Steven Allred, Director
Department of Water Resources
State of Idaho

MOTION FOR AMENDMENT OF
PERMITS & LICENSES/2

WILSON

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POWER OF ATTORNEY

Crystal Springs Ranch, Inc., an Idaho corporation, hereby grants John A. Rosholt a special power of attorney to do all things necessary to obtain the correcting amendments to water licenses 36-7033 or 36-7164 issued to the corporation.

DATED this 11 day of FEBRUARY, 1981.

L. R. Bylund
L. R. Bylund, President

ATTEST

Thomas G. Walker, Jr.
Secretary

STATE OF IDAHO)
County of Twin Falls) ss.

On this 11 day of FEBRUARY, 1981, before me, a Notary Public for said county and state, personally appeared L. R. Bylund, known to me to be the President of Crystal Springs Ranch, Inc., an Idaho corporation, whose name is 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 first above written.

John A. Rosholt
NOTARY PUBLIC FOR IDAHO
Residing at Twin Falls

STATE OF IDAHO)
County of Twin Falls) ss.

On this 11 day of FEBRUARY, 1981, before me, a Notary Public for said county and state, personally appeared Thomas G. Walker, Jr., known to me to be the Secretary of Crystal Springs Ranch, Inc., an Idaho corporation, whose name is 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 first above written.



KAYLYNNE FIELD
NOTARY PUBLIC - STATE OF IDAHO
Residing at Twin Falls, Idaho
Commission Expires 8-23-82

Kaylynne Field
NOTARY PUBLIC FOR IDAHO
Residing at Twin Falls

MICROFILMED

POWER OF ATTORNEY

M E M O R A N D U M

TO: Glen Saxton

FROM: Dave Tuthill DLT

DATE: February 10, 1981

RE: Place of Use of Licenses 36-7033 & 36-7164 and Permit 36-7653.

The U.S. Corps of Engineer s is in the process of purchasing the fish propagation facilities described by the above referenced water rights from Valley Trout Farms, Inc., the current owner. In the process of the sale, the place of use shown for the water rights was found to be different from the legal description of the property on which the fish facilities are located. (See survey map in 36-7653)

To verify the validity of change in place of use, the Department staff has (1) re-examined the place of use (see attached examiner's report), (2) reviewed the files in detail (see attached synopsis), (3) verified ownerships through the county assessor (Joseph L. Burden had possessory interest in both the incorrect and the correct places of use at the time of filing the applications), and (4) documented the request for change (see attached letter).
(from John Rosholt 2-11-81)

In addition we have reviewed the aerial photos (which are very distorted due to the canyon elevation differences) and found no additional information.

Based on this analysis, I recommend that the Director approve amended licenses that correct the place of use for 36-7033 and 36-7164, and that the Operations Bureau Chief approve an Application for Amendment for Permit No. 36-7653, with no advertising necessary.

MICROFILMED

HISTORY OF DEVELOPMENT OF FISH PROPAGATION WATER RIGHTS

AT

CRYSTAL SPRINGS RANCH, INC.

07/08/1968	Application No. 36-7033 filed by Joseph L. Burden.
08/12/1968	Protest filed by Idaho Power Company and Fish and Game Dept.
11/27/1968	Protest filed by Idaho Department of Fish and Game.
12/26/1968	Amended Application submitted by Joseph L. Burden.
02/20/1969	Hearing at Gooding County Courthouse.
12/08/1969	Memorandum Decision issued approving 36-7033.
03/03/1971	Proof due date extended to 01/01/1972 for 36-7033.
03/05/1971	Application No. 36-7164 filed by Joseph L. Burden.
09/22/1971	Application No. 36-7164 approved.
12/22/1971	Extension of Time requested for 36-7033.
03/14/1972	Petition to cancel permits 36-7033 and 36-7164 filed by Clear Springs Trout Sales, Inc.
06/12/1972	Proof due date extended to 04/01/1974 for 36-7033.
06/16/1972	Petition to cancel permits 36-7033 and 36-7164 withdrawn by Clear Springs Trout Sales, Inc.
06/23/1972	Permit 36-7033 assigned to Crystal Springs Ranch, Inc. ; 36-7164
07/17/1972	Order to Show Cause why 36-7033 and 36-7164 should not be cancelled.
08/03/1972	Assignment of Permit No. 36-7033 and 36-7164 to Crystal Springs Ranch, Inc. approved and Order to Show Cause quashed.
02/01/1974	Proof of Beneficial Use submitted for both 36-7164 and 36-7033.
05/01/1975	Field exam made for both 36-7164 and 36-7033.
08/08/1975	Licenses issued for both 36-7164 and 36-7033 in the name of Crystal Springs Ranch, Inc.
11/03/1976	Application No. 36-7653 filed by Volley Trout Farms, Inc.

February 10, 1981

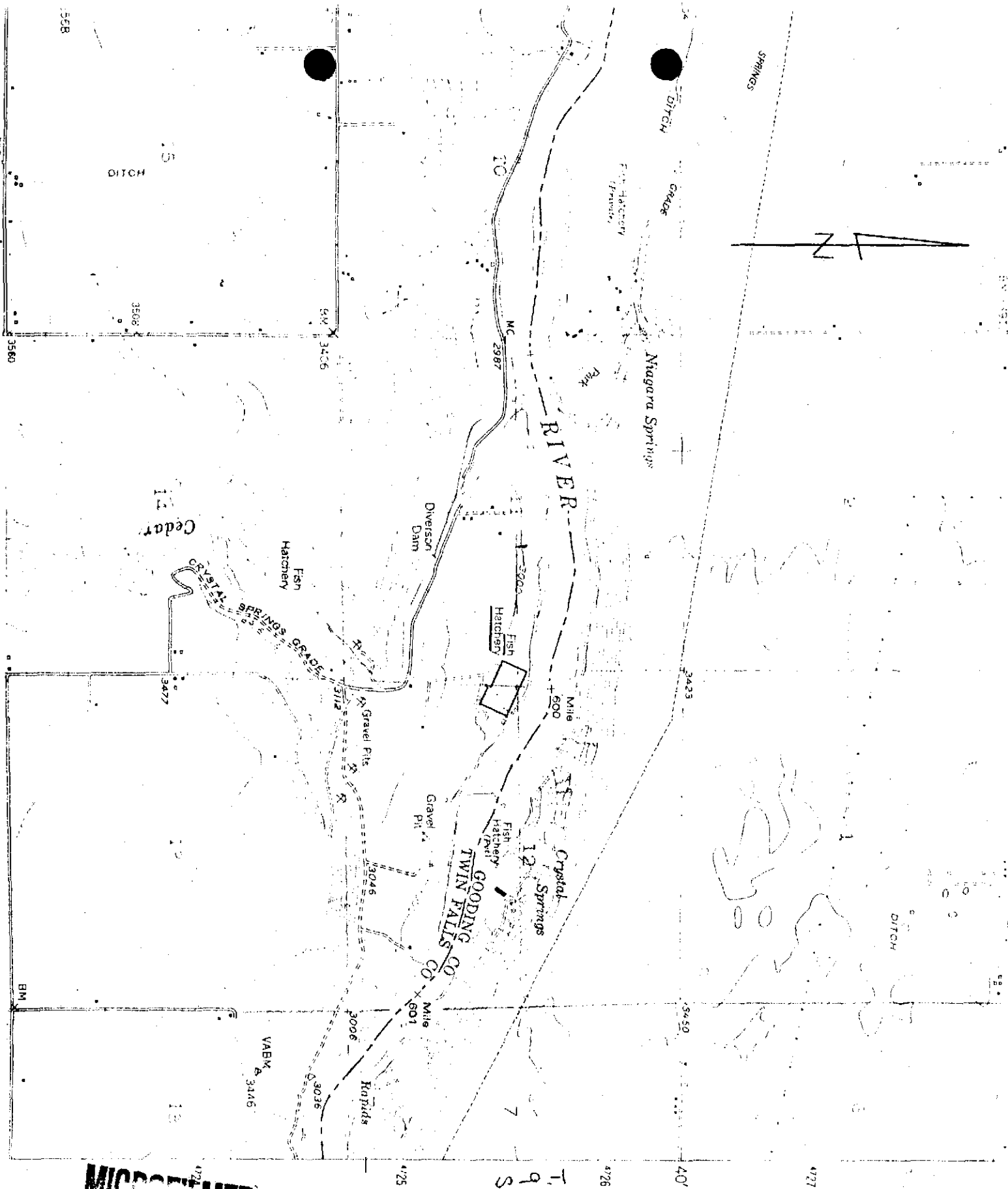
Continued on page 4-20000

MEMORANDUM:

TO: File
FROM: Gary L. Enderburg
Subject: Valley Trout Farms Fish Facilities

On February 6, 1981, I made a field trip to check the location of Valley Trout Farms, Inc., fish facilities at Crystal Springs. Butch Tadlock of Valley Trout Farms, Inc. met with me and we walked over the location originally filed for the fish facilities. There were no facilities nor were there signs of facilities constructed in the past. This ground is located on a hillside where large rocks, brush and a hayfield lays. It appears the applicant of the original application misinterpreted the legal description. The fish facilities are located in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ (Govt Lt. 7); NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 11; SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 12, T9S, R15E., which includes the Salt Grass Placer claim #2693. The ^{amendment} ~~transfer~~ lists the property ownership which includes the fish facilities. After reviewing with the assessor's office, the title fact office and Safeco Title Insurance Co., I feel the ~~transfers and the amendment~~ ^{is} are correct.

MICROFILMED



MICROFILMED

M E M O R A N D U M

TO: Permit No. 36-7653, License Nos. 36-7033 & 36-7164

FROM: Dave Tuthill ~~DET~~

DATE: February 6, 1981

RE: Place of Use

Due to a pending sale of property by Valley Trout Farms, Inc., the place of use for the above referenced water rights has been examined closely. A survey performed on 04/04/1977 by Don Wolford Land Surveying (copy in file 36-7653) indicates that the actual place of use of the fish propagation facility is Lot 7 (SENE), NESE Sec. 11; SWNW, NWSW Sec. 12, T. 9 S., R. 15 E.

Per a memo from the senior agent who performed the licensing field exam (see file 36-7653), the place of use found by the Wolford survey appears to be correct. Per a telecon he indicated that there is only one fish propagation facility in the area of concern.

Based on this information it appears that the appropriate course of action is to solicit an Application for Amendment for the permit, and issue two amended licenses, correcting only the place of use.

RECEIVED



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

JOHN V. EVANS
Governor

C. STEPHEN ALLRED
Director

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

February 5, 1981

Mr. Bill Henry
Corps of Engineers
Building 602, City-County Airport
Walla Walla, Washington 99362

Dear Mr. Henry:

Re: Permit No. 36-7653 and License Nos. 36-7033 and 36-7164

Pursuant to a request by Mr. Bob Weaver I have personally reviewed the place of use for the above referenced water rights. Based upon a telephone conversation with our field examiner and a 1977 survey by Don Wolford Land Surveying it appears that the place of use of each of the rights should be modified to conform to the survey.

The necessary documentation to make the change is an Application for Amendment for the Permit, which has already been properly filed, and amended licenses which have been prepared. I foresee no reason why these documents will not be signed by the Director by February 6, 1981.

Sincerely,

DAVID R. TUTHILL JR., P. E.
Supervisor, Water Allocation Section

DRT:mr

Enclosures

MICROFILMED

August 11, 1975

Re: Permit No. 36-7164 & 36-7033

Crystal Springs Ranch, Inc.
P. O. Box 109
Buhl, ID 83316

Gentlemen:

Enclosed herewith are copies of the water licenses issued on the above referenced permits.

Sincerely,

D. DARBENE REICH
Water Rights Supervisor

DDR:rb

Enc.

July 24, 1975

Crystal Springs Ranch, Inc.
P. O. Box 109
Buhl, Idaho 83316

Re: Permits No. 36-7033 & 36-7164

Gentlemen:

A representative of this Department has made an examination of the works covered by the above referenced permits and has found the following:

Permit 36-7033

Quantity of water diverted: 56.49 cfs Source: Crystal Springs

Amount of water that can be recognized as beneficially used under Idaho law: 50.0 cfs

Point of diversion: Lot 12 (SE $\frac{1}{4}$ NW $\frac{1}{4}$), Sec. 12, Twp. 9 S, Rge. 15 E, B. M., Gooding County

Beneficial use: Fish propagation purposes within the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 12, Twp. 9 S, Rge. 15 E, B. M.

Priority date established: July 10, 1968

Permit 36-7164

Quantity of water diverted: 56.49 cfs Source: Crystal Springs

Amount of water that can be recognized as beneficially used under Idaho law: 6.49 cfs

Point of diversion: Lot 12 (SE $\frac{1}{4}$ NW $\frac{1}{4}$), Sec. 12, Twp. 9 S, Rge. 15 E, B. M., Gooding County

Beneficial use: Fish propagation purposes within the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 12, Twp. 9 S, Rge. 15 E, B. M.

Priority date established: March 5, 1971

If you do not concur with these findings please contact us within 10 days, otherwise water licenses will be issued as set forth above.

Sincerely,

BOBBY D. FLEENOR
Chief, Water Rights

BDF:DR

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION
STATE OFFICE



Cecil D. Andrus
Governor

R. Keith Higginson
Director

614 State Street
Statehouse - Annex 2
Boise, Idaho 83720
(208) 384-2215

Water Rights Administration
Water Resource Investigations
Dam and Reservoir Safety
Water Well Drilling
Waste Disposal Wells
Stream Channel Protection
Geothermal Resources

February 5, 1974

Re: Permit No.'s 36-7033 & 36-7164

Crystal Springs Ranch, Inc.
P. O. Box 109
Buhl, Idaho 83316

Gentlemen:

We acknowledge receipt of the affidavits submitted as proof of beneficial use for the above referenced permits.

Before licenses can be issued, field examinations must be made by a representative of this Department. We cannot tell just when these examinations will be made but our examiner will try to contact you at the time he makes the examinations so that you may show him the systems.

If you have any questions concerning the field exams, please contact our Southern District Office at 1041 Blue Lakes Blvd., North, Twin Falls, Idaho.

Sincerely,

D. Darlene Reich
Water Rights Supervisor

DDR:JC

RECEIVED
FEB 12 1974

36 7164

STATE OF IDAHO
DEPARTMENT OF RECLAMATION

PROOF OF APPLICATION OF WATER TO BENEFICIAL USE

RECEIVED

COPIES OF THIS PERMIT
SHOULD BE KEPT ON HAND

Department of Reclamation
Boise, Idaho 83725

1. a) Name of Permit Holder CRYSTAL SPRINGS RANCH, INC.
 b) Post Office Address P.O. BOX 109, BUHL, IDAHO 83316
2. Permit Number 36-7164
3. Date of Priority that you are prepared to establish March 5, 1971
4. a) Source from which water was appropriated Crystal Springs
 b) Location of the point of diversion: Lot 12, SE 1/4 NW 1/4, Section 12
Township 9 South, Range 15 East Gooding County
Boise Meridian, Other points of diversion: _____
5. a) The amount of water and use to which the water has been applied:
 amount 50 c/f/s for Fish propagation purposes from 1/1 to 12/31 incl.
 (cfs and/or acre feet per annum) (Month-Day) (Month-Day)
 amount _____ for _____ purposes from _____ to _____ incl.
 (cfs and/or acre feet per annum) (Month-Day) (Month-Day)
 amount _____ for _____ purposes from _____ to _____ incl.
 (cfs and/or acre feet per annum) (Month-Day) (Month-Day)
 b) Total amount appropriated 50 c/f/s cfs and/or acre feet per annum
 c) Describe how and by whom measurement of rate of flow or amount of storage was made and the qualifications of the person making the measurement: Measured with Cypuletti Weir at end of tail race.
Otto Lynn - Fish Biologist, Rangan, Inc. - 20 years experience measuring water -
formerly employed by State of Nevada Fish & Game - had to measure water as part of job.
6. If the means of diversion and conveyance are owned by someone other than the Permit Holder:
 a) Give the name or description of the canal, ditch or other works by which the water is conducted to the place of use: Not applicable
 b) Describe the agreement or understanding by which you take water from the works: _____
7. a) Briefly describe the works for diverting and conveying the water to the place of use, (If from a subterranean source, give the pump size, motor size, size of well casing, depth of well; if from surface water, give brief description of diversion structure and/or canal or ditch) Water captured at spring by concrete flume - gravity feed through 36" pipe that is under Snake River to concrete head box south side of Snake River and is then diverted into fish raceways and ponds.
 b) Describe the type and size of measuring device which you have installed at your point of diversion: See 5(c)
 c) Give well drillers name and address and date the well was completed Not applicable

Note: Crystal Spring fluxuates in production. At present time the production of the springs is deminishing. Request field exam be done in November when highest annual spring flow is available.

Exam done 2/5/74 by [signature]

36-7164

9. Irrigation uses: Describe the lands irrigated by giving the acreages irrigated within each 40 acre subdivision: _____

[illegible]

Total number of acres irrigated _____

10. Remarks: _____

The above information is a true statement of the extent to which the above numbered permit has been developed.

January 15, 1974
(Date)

Cystal Springs Ranch, Inc. L. R. Bylund, Jr. Pres.
(Signature)

State of IDAHO) ss.
County of TWIN FALLS)

On this 15 day of JANUARY, 1974, personally appeared before me the
signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.

Loth. C. Fane.

Notary Public residing at Twin Falls, IDN

My commission expires October '78

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION
STATE OFFICE



Cecil D. Andrus
Governor

R. Keith Higginson
Director

614 State Street
Statehouse - Annex 2
Boise, Idaho 83720
(208) 384-2215

Water Rights Administration
Water Resource Investigations
Dam and Reservoir Safety
Water Well Drilling
Waste Disposal Wells
Stream Channel Protection
Geothermal Resources

January 31, 1974

CERTIFIED MAIL

25125
Card filed in
36-7033

Re: Permit No.'s 36-7033 & 36-7164

Crystal Springs Ranch, Inc.
Buhl,
Idaho 83316

Gentlemen:

One of the conditions of approval of your water Permit No.'s 36-7033 and 36-7164 (see last page of your approved permits) was that evidence of the extent of development be submitted as proof of application of water to beneficial use to this office on or before April 1, 1974. Enclosed are affidavit forms which must be used to submit the required proofs of beneficial use.

If you have not fully completed your projects, and you have not previously received extensions of time, you may request an extension of time provided the delay is for reasonable causes 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 for each permit.

Either the beneficial use affidavits or a request for extensions of time must be received by this Department on or before the above mentioned date, otherwise the permits will lapse and be of no further force or effect.

R. KEITH HIGGINSON
Director

RKH:JC

Enc: Proof affidavits (2)

cc: Parry, Robertson, Daly & Larson
Attn: Robert C. Paine
The Idaho 1st National Bank Bldg.
P. O. Box 525
Twin Falls, Idaho 83301

MICROFILMED

36 7164

RECEIVED

FIELD REPORT

1. Name of permit holder Crystal Springs Ranch, Inc.

Post office address P. O. Box 109, Buhl, Idaho 83316

Department of Water Administration
Phone Southern District Office

Person to contact _____ Phone _____

2. Source of water supply: Groundwater ☐ Surface water ☒ Crystal Springs
(name spring, stream, etc.)
Tributary to Snake River

3. Water will be used for the following purposes:

Amount 50 c.f.s. for fish propagation/additional
AF/Annum (nature of use)

Period of Use: from Jan. 1 to Dec. 31
(mo.-day) inclusive (mo.-day)

Amount _____ c.f.s. for _____
 _____ AF/Annum _____ (nature of use)

Period of Use: from _____ to _____
(mo.-day) inclusive (mo.-day)

Amount _____ c.f.s. for _____
 _____ AF/Annum (nature of use)

Period of Use: from _____ to _____
(mo.-day) inclusive (mo.-day)

Other uses: _____

4. Total amount to be appropriated:

Max Rate of Diversion 50 cubic feet per second and annual volume _____ AF/Annum.

5. Location of Point(s) of Diversion:

Location of Point(s) of Diversion:

Lot #12

Township 9S N/S, Range 15E E/W, B.M., Section 12, Subdivision SE 1/4 NW 1/4, Gooding County

Township _____ N/S, Range _____ E/W, B.M., Section _____, Subdivision _____ 1/4 _____ 1/4, _____ County

Township _____ N/S, Range _____ E/W, B.M., Section _____, Subdivision _____ 1/4 _____ 1/4, _____ County

Other Points of Diversions: _____

Description of diverting works: Water captured at spring by concrete flume-gravity feed thru 36" pipe that is under Snake River to concrete head box southside of Snake River & is then diverted into fish raceways & ponds.

Measuring device required: yes ☒ no ☐ Required to measure the amount of water diverted & the amount returned to the Snake River.

6. Lands to be irrigated or place of use.

[illegible]**TOTAL ACREAGE**

MICROFILMED

PRIORITY: Permit holder requests exam be done in November when highest annual spring flow is available

Permit No. 36-7164

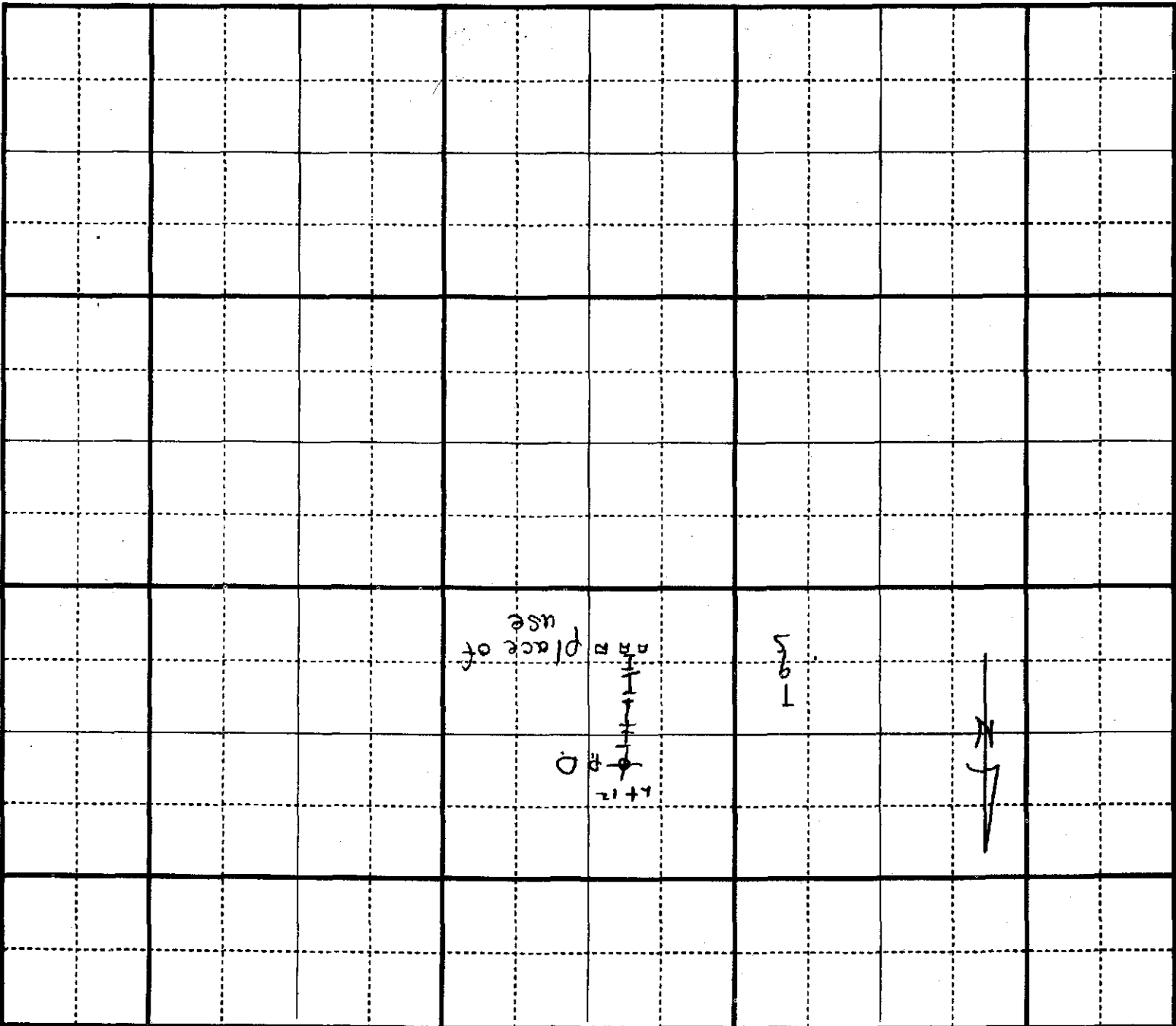
Examination for b/u

Gooding
County
County
County

ed thru
er & is

diver-
River.

TOTALS



DATE OF EXAM Nov 5 - 75

ACREAGE

Found ✓
Recommended ✓

Irrigation Requirement ✓ Ac Ft/Ac

USE

Irrigation Q= c.f.s. V= AF/Ann. from to
Domestic Q= c.f.s. V= AF/Ann. from to
Livestock Q= c.f.s. V= AF/Ann. from to
Fish Propagation Q = 50.0 c.f.s. V = Not Req. AF/ANN from Jan. 1 to Dec. 31

Is water co-mingled? yes no ✓

Name source:
twp. N/S, Rge E/W, B.M., Sec. , Sub. 1/4 1/4
County

Exchange? yes no ✓

Name source exchanged with:
twp. N/S, Rge E/W, B.M., Sec. , Sub. 1/4 1/4
County

Point of injection:
twp. N/S, Rge E/W, B.M., Sec. , Sub. 1/4 1/4
County

Point of exchange:
twp. N/S, Rge E/W, B.M., Sec. , Sub. 1/4 1/4
County

Total Q measured 56.49 cfs Method of measurement 48" Cipolletti Weirs
allow 6.49 cfs 24 Devices

Total Q recommended 50.00 Meter No. Type Condition

Total V recommended Not Required

Recommended Amendments:

P.D. ✓
Place of Use ✓
Other ✓
None ✓

MEASUREMENT CALCULATION:

Q = 56.49 cfs Meas.
Q = 50.00 Recommended
V = Not Required

SYSTEM DESCRIPTION:

Springs Divert into Concrete flume which diverts
to a steel pipe that conveys the water over to
the fish ponds

32 Ponds each measuring 150' x 30' x 4' = 13.2 AF
(Per Telecon w/ Gary Funderburg DET 2/12/81)

REMARKS:

Permit 36-7033 uses the same point of diversion
and place of use. @ 50.0 Cfs.

Examiner's Signature Jay Lee Funderburg Date 5-1-75

Checked by B. B. Hayner Date 7-11-75

Approved by Date

MEMORANDUM AGREEMENT

WHEREAS, Joseph L. Burden has been issued Water Permit No. 7033 and 7164 by the Idaho Department of Water Administration, each in the amount of 50 c.f.s. of water, with a point of diversion in Section 12, Township 9 South, Range 15 E., B.M.; and,

WHEREAS, it was the intention of Joseph L. Burden and his successor, Crystal Springs Ranch, Inc., to perfect the above-mentioned water permits in what is known as the "Upper Crystal Springs" which is located in the same general area and above the canal of Clear Springs Trout Sales, Inc., and,

WHEREAS, Clear Springs Trout Sales, Inc., intended to protest and seek cancellation of both of the above-mentioned water permits, and,

WHEREAS, Crystal Springs Ranch, Inc., proposes to change its point of diversion from the Upper Crystal Springs as above described to what is referred to as "Lower Crystal Springs" which is a point located west of the existing Clear Springs Trout Sales, Inc., canal.

NOW, for and in consideration of Joseph L. Burden and his successor, being Crystal Springs Ranch, Inc., agreeing to perfect the above mentioned water permits by diverting from what is known as the "Lower Crystal Springs" at a point west of the existing Clear Springs Trout Sales, Inc., and confining their diversion to the area west of the existing canal of Clear Springs Trout Sales, Inc., Clear Springs Trout Sales, Inc., does hereby agree not to protest or contest said water permits so long as

1 Crystal Springs Ranch, Inc., perfects the above-mentioned water
2 permits in the so-called Lower Crystal Springs as aforesaid.

3 It is further agreed as a material part of the considera-
4 tion of this agreement that should Crystal Springs Ranch, Inc.,
5 gain permission to do so from the Idaho State Parks Board or other
6 appropriate agency that they may extend and use the existing canal
7 owned by Clear Springs Trout Sales, Inc., for the purpose of trans-
8 porting up to 100 c.f.s. of water to then be taken out of said
9 canal and transported by way of a pipeline under the Snake River.

10 It is further agreed that Clear Springs Trout Sales, Inc.,
11 is willing to enter into this agreement primarily as a result of
12 the confidence Clear Springs Trout Sales, Inc., has in Otto Lynn.
13 Therefore, it is understood and agreed that this agreement shall
14 be effective and binding upon Clear Springs Trout Sales, Inc., only
15 so long as Otto Lynn remains one of the principal stock holders of
16 said Crystal Springs Ranch, Inc. In the event Otto Lynn ceases to
17 be one of the principal stock holders of Crystal Springs Ranch,
18 Inc., the agreement by Clear Springs Trout Sales, Inc., to fore-
19 bear from protesting the above filings or to pursue the protest
20 now made shall be null and void. A further condition of this
21 agreement shall be that Crystal Springs Ranch, Inc., has obtained
22 the necessary permission from the State Parks Board and all other
23 necessary agents to complete their project on or before the date
24 that the Department of Water Administration has set or does set
25 for the hearing of the protest already filed by Clear Springs
26 Trout Sales, Inc.

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1 Dated this 16th day of March, 1972.

2
3 CLEAR SPRINGS TROUT SALES, INC.

4 BY James C. Entwistle

5
6 BY John C. Heworth, secretary

7
8 BY _____

9
10 CRYSTAL SPRINGS RANCH, INC.

11 BY C. W. Helch

12
13 BY LeRoy Byham

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15 BY W. H. Hansen

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CONFIDENTIAL

1. *Phragmites* (Common reed)

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1 THENCE Second course, North 9°10' East 13.03 feet intersect
2 the North line of said S 1/2 NW 1/4 SW 1/4 of Section 12,
3 430 feet to corner No. 3 a pine post five feet long, marked
4 SG-3-SP 1-2693, in mound of earth;
5 THENCE Third course, North 64°20' West 1406.8 feet to
6 corner No. 4 a pine post five feet long, marked SG-4-2693;
7 THENCE Fourth course, South 35' West 357.67 feet intersect
8 the North line of said SE 1/4 of Section 11 at North 89° 59'
9 West 469.61 feet from the East quarter corner 538 feet to
10 corner No. 1 the place of beginning.

11 BEGINNING, for the description of the Sand placer claim at
12 corner No. 1, identical with corner No. 3 of said Salt Grass
13 Placer Claim, from which said Quarter Section corner bears
14 North 72°35' West 840.5 feet distant;

15 THENCE First course, South 9°10' West 416.97 feet
16 intersection the North line of said S 1/2 NW 1/4 SW 1/4
17 of Section 12, at North 89°45' West 581.35 feet from the
18 Northeast corner, 430 feet to Corner No. 2, identical with
19 corner No. 2 of said Salt Grass Placer claim;

20 THENCE Second course, South 64°2' East 648.95 feet inter-
21 sect the East line of said S 1/2 NW 1/4 SW 1/4 of Section
22 12, at South 294.46 feet from the Northeast Corner, also
23 intersect the West line of the Lot 6 of said Section 12,
24 1324.7 feet to corner No. 3 a pine post five feet long
25 marked SP-3-2693, in mound of rock;

26 THENCE Third course, North 25°30' East 460 feet to corner
27 No. 4 a pine post five feet long, marked SP-4-2693, in
28 mound of earth;

29 THENCE Fourth course, North 65°57' West 882.14 feet inter-
30 sect the West line of said Lot 6 of Section 12, 1446 feet
31 to Corner No. 1, the place of beginning, EXPRESSLY,
32 EXCEPTING AND EXCLUDING from these premises all that
portion of the ground hereinbefore described embraced
in said SE 1/4 of Section 11 and the S 1/2 NW 1/4 SW 1/4
and said Lot 6 of Section 12.

AND, NE 1/4 NE 1/4 of Section 14, Township 9 South, Range
15 East of the Boise Meridian, Twin Falls County, Idaho.
Lot 10 in Section 7 and Lot 12 in Section 18, in Township
9 South, Range 16 East of the Boise Meridian. The NE 1/4
SW 1/4 the N 1/2 SE 1/4, SE 1/4 SE 1/4 of Section 11, the
SW 1/4 SW 1/4 and the S 1/2 NW 1/4 SW 1/4 in Section 12,
all in Township 9 South, Range 15 East of the Boise
Meridian, AND, the SE 1/4 SW 1/4, SW 1/4 SE 1/4 and Lots
6, 7 and 8 in Section 12, Township 9 South, Range 15
East of the Boise Meridian, ALL in Twin Falls County,
Idaho.

2. PURCHASE PRICE. Buyer, in consideration of the above
described premises, including machinery and all water rights
appurtenant to said real property, agrees to pay Sellers for said
property the sum of \$280,000.00, at the times, in the amounts,
and in the manner described as follows:

(a) \$1,000.00, to be paid in cash to the LeMoyne Realty
Company Trust Account, the receipt of which is hereby
acknowledged;

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1 (b) \$9,000.00, to be paid in cash upon execution of this
2 Agreement, to be paid to the LeMoyne Realty Company Trust
3 Account;
4 (c) \$20,000.00, to be paid in cash on or before April 6,
5 1972, to be paid to the LeMoyne Realty Company Trust Account;
6 (d) \$104,879.58 by assuming the Contract of Sale entered
7 into the 27th day of October, 1966, by and between
8 LaVern O. Strong and Alda M. Strong, husband and wife,
9 as Sellers, and Oren A. Diamond, dealing with his sole
10 and separate property, as Purchaser (hereinafter referred
11 to as the Strong Contract);
12 (e) Interest on the Strong Contract of \$1,442.19, to
13 April 1, 1972;
14 (f) \$27,000.00 by assuming the obligation to pay the
15 principal balance due and owing as of August 1, 1971, on
16 a certain John Hancock Mutual Life Insurance Company
17 Mortgage, dated June 6, 1961, recorded June 12, 1961, as
18 Instrument No. 504153 in Book 192 of Mortgages, page 98,
19 in the office of the County Recorder of Twin Falls County,
20 Idaho;
21 (g) \$989.98 by assuming interest due on the above-mentioned
22 John Hancock Mutual Life Insurance Company Mortgage to
23 April 1, 1972;
24 (h) \$115,688.25, the balance due on this contract to
25 be paid to Sellers as follows:
26 \$10,000.00, plus interest at the rate of 6-1/2%
27 per annum, on or before April 1, 1973, and
28 \$10,000.00 plus interest to be paid on or
29 before the first day of April of each and every
30 succeeding year thereafter until the entire
31 balance due and owing on this contract has been
32 paid in full.

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1 3. PLACE OF PAYMENT. After the April 6, 1972, payment, the
2 above-mentioned mortgage payments and the balance due under this
3 Contract are to be paid to the escrow agent hereinafter named in
4 accordance with the terms of sub-paragraphs (d) through (h) of the
5 preceding paragraph of this agreement.

6 4. EQUIPMENT. It is expressly agreed by and between Buyer
7 and Sellers hereto that for the above-mentioned purchase price,
8 Sellers shall include certain equipment, a list of which is attached
9 hereto and marked Exhibit "A," and by specific reference adopted
10 as though set forth at length herein. A Bill of Sale shall be
11 furnished by Sellers to Buyer, to be put in escrow, released by
12 Sellers after the first annual payment to Sellers has been made by
13 Buyer pursuant to the terms of this contract.

14 5. OTHER INSTRUMENTS. Simultaneously with the execution of
15 this contract, Sellers agree to execute a good and sufficient
16 Warranty Deed subject to the above-mentioned exceptions, conveying
17 the premises to Buyer.

18 6. ESCROW.

19 (a) Escrow Agent: Twin Falls Bank & Trust Company,
20 main offices located in Twin Falls, Idaho, is hereby
21 designated as the escrow agent under the terms of this
22 contract.

23 (b) Documents to be Placed in Escrow: The parties
24 hereby agree that the following documents are to be
25 placed in escrow upon execution of this agreement:

- 26 (1) An executed copy of this contract;
27 (2) Warranty Deed;
28 (3) A copy of the Strong Contract;
29 (4) Bill of Sale heretofore mentioned in this
30 agreement;
31 (5) Water stock certificates for 160 shares
32 of Twin Falls Canal Company;

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1 (6) Buyer's insurance policies covering all
2 appurtenances to the above-described premises, with
3 loss payable clauses to LaVern O. Strong and Alda M.
4 Strong, husband and wife, and second, to Joseph Burden
5 and Kathryn L. Burden, husband and wife, and thirdly,
6 to Buyer herein.

7 (7) Assignment from the Buyer to the Sellers of
8 Permit No. 36-7033.

9 (8) Assignment from the Buyer to the Sellers under
10 Water Permit No. 36-7164.

11 The escrow agent is instructed that upon receipt of payment
12 under Paragraph 2(d) of this contract to make the payment
13 as received from the Buyer in accordance with the Strong
14 Contract which is attached to this document and marked as
15 Exhibit "B," and incorporated herein as if set forth in
16 full.

17 (c) To make the payments to John Hancock Mutual Life
18 Insurance Company as said payments are received in this
19 escrow.

20 (d) To pay over to the Sellers all other sums paid in
21 accordance with the terms of this agreement by mailing
22 the same to the Sellers at: 500 South Alameda Street,
23 Compton, California.

24 (e) Costs of Escrow: The initial escrow fees charged
25 by escrow holder shall be paid one-half by the Sellers
26 and one-half by the Buyer. The annual collection charges
27 and escrow fees shall be paid by the Sellers.

28 7. PRE-PAYMENT. During the period of this contract, Buyer
29 shall have the right to pre-pay any or all sums due hereunder at
30 any time without penalty. Any such pre-payment in excess of
31 the amount annually due under this contract shall be credited first
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1 to the accrued interest and then the balance to be subtracted from
2 the end of the contract.

3 8. TITLE INSURANCE. It is agreed by and between the parties
4 hereto that Sellers shall furnish to Buyer a policy of title
5 insurance at the date of closing written in the amount of
6 \$280,000.00, subject to the mortgages above-mentioned, and also
7 subject to all easements and rights of way of record and taxes
8 accruing after January 1, 1972. Upon delivery of the title
9 insurance from the Sellers to the Buyer, the Buyer shall have
10 thirty (30) days within which to object to any exception listed
11 in said policy other than those heretofore mentioned in this
12 paragraph. In the event that any defect in title is raised by
13 the Buyer, the Sellers shall have a reasonable length of time
14 in which to correct the objection.

15 9. TAXES. Real property taxes and assessments for the year
16 1972 and thereafter shall be assumed and paid by the Buyer
17 herein.

18 10. INSURANCE. Buyer will carry fire insurance protection
19 for the improvements on the premises in the amount of their
20 reasonable value in a fire insurance company acceptable to Sellers
21 and Buyer herein, which policy shall insure the parties and the
22 mortgagee as their interest may appear. Such fire insurance
23 policy shall be payable first to LaVern and Alda M. Strong, husband
24 and wife, and second to Joseph Burden and Kathryn L. Burden, with
25 any remainder being in favor of Buyer. The policy of fire insurance
26 shall be held by the escrow agent named herein.

27 11. POSSESSION. Buyer shall be entitled to possession of
28 the premises on or after April 1, 1972.

29 It is specifically agreed by and between Sellers hereto
30 that a portion of the above-described premises, known as the Sand
31 Placer area, a description of which is attached hereto as Exhibit
32 "C" and by specific reference adopted as though fully set forth

1 herein, has been released from the John Hancock Life Insurance
2 Company mortgage above mentioned. LaVern Strong and Alda M. Strong,
3 husband and wife, and Joseph L. Burden and Kathryn L. Burden,
4 husband and wife, by Memorandum Agreement dated the 22nd day of
5 September, 1970, agreed that they will release acreage from the
6 ranch beginning in the Sand Placer area for the sum of \$500.00 per
7 acre. It is agreed that Buyer herein shall be a third-party
8 beneficiary to such agreement. Burden will release the same acres
9 that Strong releases for the additional sum of \$300.00 per acre.
10 Upon Buyer's paying to LaVern Strong and Alda M. Strong the sum
11 of \$500.00 per acre, and paying to Joseph L. Burden and Kathryn L.
12 Burden, husband and wife, an additional \$300.00 per acre, Sellers
13 and Strong agree to provide partial and appropriate mortgage
14 releases for each acre sought to be released. The Buyer agrees to
15 pay all costs incident in the preparation of any mortgage release
16 requested, and the Buyer further agrees to pay any sums requested
17 by John Hancock Insurance Company as consideration for the release
18 of additional mortgaged lands.

19 It is understood and agreed that partial releases will be
20 sought first in the area which has been previously subdivided,
21 known as the Sand Placer area.

22 It is further understood and agreed that the Buyer shall
23 furnish to the Sellers adequate legal description sufficient to
24 satisfy John Hancock Life Insurance Company prior to the Sellers
25 obtaining requested releases.

26 All transactions under this Subsection No. 11 shall be
27 pursuant to the Trust Agreement attached hereto as Exhibit "D"
28 and which is by specific reference adopted as though fully set
29 forth at length herein.

30 It is further understood and agreed for all amounts of
31 money received under this provision of this contract shall be
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1 applied directly to the outstanding principal balance due and
2 owing under the provisions of this contract.

3 12. GRAVEL PITS. It is understood by and between Buyer and
4 Sellers herein that there is located upon the property described
5 in Subsection 1 above certain gravel pits. It is expressly agreed
6 that Buyer may immediately begin removing gravel from said gravel
7 pits, said gravel to be sold or used as Buyer deems fit. In the
8 event of default by Buyer herein, Sellers agree that they shall
9 have no claim against Buyer for any gravel which has been excavated
10 and used or sold by Buyer.

11 13. WATER RIGHTS. It is expressly understood and agreed by
12 and between the parties hereto that Joseph L. Burden presently
13 holds Application for Water Permit No. 36-7033 in the amount of
14 50 c.f.s. of water. An application for extension of time to put
15 this water to beneficial use is pending before the Director of
16 Water Administration.

17 It is further understood and agreed that Burden presently
18 holds Application for Water Permit 36-7164 from the State of Idaho
19 Department of Water Administration for 50 c.f.s. of water, and
20 proof of beneficial use of said water must be made by Burden prior
21 to April 1, 1974.

22 It is further specifically agreed by and between Sellers
23 hereto that prior to the release of any funds from escrow or
24 trust, the Sellers shall: (a) transfer their rights in Application
25 for Water Permit No. 36-7033 to the Buyer; (b) transfer their
26 water rights in Application for Water Permit No. 36-7164 to the
27 Buyer; (c) obtain permission from the proper Idaho State agency
28 or Federal agency as required to perfect the transfer of the water
29 permit in the "Lower Crystal Springs" in the total amount of 100
30 c.f.s. of water; (d) Sellers agree to obtain the necessary
31 easements for crossing the Snake River with a pipeline from the
32 appropriate governmental agency.

1 Upon performance of the foregoing conditions by the Sellers,
2 LeMoynes Realty shall release all funds which are held in trust.

3 14. CONDITION PRECEDENT. It is expressly agreed by and
4 between Buyer and Sellers herein that Sellers obtaining all of
5 the documents referred to in Paragraph 13 above is a condition
6 precedent to performance of this contract by Buyer. In the event
7 Sellers are unable to obtain any of the documents referred to in
8 Paragraph 13 above, Buyer shall not be obligated under this contract.

9 15. PIPELINE. It is understood by and between the parties
10 hereto that approximately \$50,000.00 will be required to put a
11 pipeline across the Snake River for the delivery of at least
12 50 c.f.s. of water from Crystal Springs to the above-described
13 property. The pipeline will be installed and paid for upon
14 installation by Buyer, or in the alternative, Buyer shall deposit
15 the sum of \$50,000.00 into escrow with the above-mentioned escrow
16 agent, to be applied to the payment of said pipeline when installed
17 and operational. The Buyer further agrees to enter into a contract
18 with Northwest Crane, Rigging & Transport Company, a copy of which is
19 attached hereto as Exhibit "E," to put a pipeline long enough and
20 sufficient in diameter to carry at least 50 c.f.s. of water from
21 Crystal Springs across the Snake River to the above-described proper-
22 ty and to have said construction completed on or before the first day
23 of October, 1972.

24 16. GENERAL COVENANTS. In addition to the covenants and
25 agreements by Buyer herein set forth, Buyer further agrees that
26 so long as any part of this contract is unpaid, they will:

27 (a) Not commit waste upon the premises or allow or
28 permit any mechanic's or materialman's liens to become
29 liens upon said premises.

30 (b) Pay when due and not permit to become delinquent,
31 any and all taxes and assessments lawfully imposed as
32 a charge upon said premises.

1 17. ACCELERATION, FORFEITURE AND RE-POSSESSION. So long as
2 Buyer performs all of the duties and agreements herein assumed
3 by them, they shall have peaceful and quiet possession of the
4 premises subject hereto, but in the event Buyer fails to make
5 any payments herein required or otherwise by act or omission
6 breach any of the agreements and covenants herein contained, then
7 it shall be the option of the Sellers:

8 (a) To declare all of the unpaid balance of this contract
9 immediately due and payable and to bring action for the
10 collection of the same, together with foreclosure of the
11 vendor's lien in any Court of competent jurisdiction; or,

12 (b) To declare this contract terminated and all of the
13 Buyer's interest in said premises wholly forfeited, to re-
14 tain all payments heretofore received hereunder as liqui-
15 dated damages, to demand and receive from the escrow agent
16 all of the papers, and to enter into and to take possession
17 of all of the property subject to this contract, which
18 possession the Buyer agrees peacefully to yield.

19 Provided, however, before either of the remedies of Sellers
20 shall be exercised, Sellers shall give Buyer written notice specify-
21 ing Buyer's default or delinquency in giving Buyer a period of
22 thirty (30) days from the time of service of such notice to correct
23 the default or delinquency so specified, except as hereinafter
24 provided. In this connection, notice of default or delinquency
25 shall be deemed properly given and mailed to Buyer at Crystal
26 Springs Ranch, Inc., Route 4, Buhl, Idaho, and to the guarantors
27 as follows:

28 LeRoy Bylund
29 Crystal Springs Ranch, Inc.
30 Route 4
31 Buhl, Idaho 83316

32 J. W. Helth
 275 Court Street
 Elko, Nevada

and,

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1 Otto Lynn
2 Route 1
3 Hagerman, Idaho 83332

4 In the event of any default or delinquency of Buyer
5 pursuant to Paragraph (a) or (b) above, Sellers shall have and
6 recover from Buyer attorney's fees and other expenses reasonably
7 incurred by Sellers in preparation and service of any notice herein
8 provided, or the collection of any funds, or the obtaining of
9 possession of any of the property subject to this contract,
10 whether with or without suit.

11 18. ASSIGNMENT. Sellers making this sale to Buyer are relying
12 upon the integrity and ability of the Buyer to perform the terms of
13 the contract as herein provided, and Buyer shall not be permitted
14 to assign its interest in the contract, real property or water
15 rights passing hereunder, without first obtaining the written
16 permission from Sellers.

17 19. OTHER MAINTENANCE CHARGES. Sellers shall pay and
18 discharge all unpaid taxes, assessments, water assessments, and
19 other charges prior to January 1, 1972, unless otherwise specifi-
20 cally provided for in this agreement.

21 20. BINDING EFFECT UPON HEIRS AND ASSIGNS. The terms and
22 conditions of this agreement shall extend to and be binding upon
23 the heirs, successors, assigns, executors and administrators of
24 the respective parties hereto.

25 IN WITNESS WHEREOF, the parties have hereunto set their
26 hands the day and year of this agreement first above written.

27 /s/ Joseph L. Burden
28 JOSEPH L. BURDEN

29 /s/ Kathryn L. Bruden
30 KATHRYN L. BURDEN

"Sellers"

CRYSTAL SPRINGS RANCH, INC.

31 By: /s/ J. W. Helth
32 Its: _____ President

ATTEST:

/s/ Otto Lynn
Secretary

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"Buyer"

1 In consideration for the Sellers executing the foregoing
2 contract, we, the undersigned, hereby guarantee, individually,
3 and/or collectively, the performance of the foregoing contract
4 by the Buyer.

5 DATED, this 31st day of March, 1972.

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7 /s/ LeRoy Bylund
8 LeROY BYLUND

9 /s/ J. W. Helth
10 J. W. HELTH

11 /s/ Otto Lynn
12 OTTO LYNN

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1 STATE OF IDAHO)
2 County of Twin Falls) ss.

3 On this 31st day of March, 1972, before me, a Notary
4 Public in and for said State, personally appeared JOSEPH L. BURDEN
5 and KATHRYN L. BURDEN, husband and wife, known to me to be the
6 persons who executed the foregoing instrument, and duly acknowledged
7 to me that they executed the same.

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

11 /s/ Robert C. Paine
12 NOTARY PUBLIC IN AND FOR IDAHO
13 Residing at: Twin Falls, Idaho
(SEAL)

14 STATE OF IDAHO)
15 County of Twin Falls) ss.

16 On this 31st day of March, 1972, before me, a Notary
17 Public in and for said State, personally appeared J. W. HELTH
18 _____, known to me to be the _____
19 President of CRYSTAL SPRINGS RANCH, INC., the cor-
20 poration described in and which executed the within instrument,
21 who duly acknowledged to me that he executed the foregoing
22 instrument on behalf of the said corporation.

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

26 /s/ Robert C. Paine
27 NOTARY PUBLIC IN AND FOR IDAHO
28 Residing at: Twin Falls, Idaho
(SEAL)

1 STATE OF IDAHO)
2 County of Twin Falls) ss.

3 On this 31st day of March, 1972, before me, a Notary
4 Public in and for said state, personally appeared LeROY BYLUND,
5 J. W. HELTH, and OTTO LYNN, known to me to be the persons who
6 executed the foregoing instrument, and duly acknowledged to me
7 that they executed the same.

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

11 /s/ Robert C. Paine
12 NOTARY PUBLIC IN AND FOR IDAHO
13 Residing at: Twin Falls, Idaho
14 (SEAL)

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EXHIBIT "A"

Crystal Springs Ranch inventory as of 3-3-72.

- 1 Wisconsin motor and pump.
- 2 four wheel rubber tired wagons
- 1 sorting and conveyor table for apples
- 1 Case 3 point hitch disc
- 1 Case 3 point hitch corrugator
- 1 285 gallon gas tank and pump
- 1 rubber tired 2 wheel weed sprayer and pump with gas motor
- 1 1962 Dodge $\frac{1}{2}$ ton pickup #1181232073
- 1 840 Ford tractor #EAF 6015-J
- 1 1966 Ford Diesel Tractor Model 5,000 #C-5NE6015B
- 1 1966 Ford mowing machine
- 1 1966 Ford 3 bottom two way plow Model 129
- 1 Speco Super #12 land plane #LS21123
- 1 Allis Chalmers 6 $\frac{1}{2}$ ' all crop drill
- 1 Post hole auger
- 1 Tractor mounted post driver
- 1 Phosphate spreader
- 1 3 point hitch V type ditcher
- 1 Tool bar with spring shanks
- 1 Spring tooth harrow 3 point hitch
- 1 8' tandem disc, pull type
- 1 roll over scraper
- Miscellaneous tools and supplies
- 1 Allis Chalmers skip loader

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REAL PROPERTY MORTGAGE

THE MORTGAGOR, OREN A. DIAMOND, whose wife is Gayle R. Diamond, of Santa Barbara, California, mortgage to LAVERN STRONG and ALDA M. STRONG, husband and wife, of Filer, Idaho, the MORTGAGEES, that real property in Twin Falls County, Idaho, described on Exhibit A attached hereto and made a part hereof.

TOGETHER with all hereafter acquired right, title and interest of the Mortgagor herein, and the possession, rents, issues, profits and income thereof, and all easements, appurtenances, tenements, hereditaments, water .. and water rights, ditches and ditch rights and privileges now or hereafter appurtenant or belonging to or used in connection with the premises or any part thereof.

This is a purchase money mortgage being an encumbrance on the real property hereinabove described which was conveyed to Oren A. Diamond by warranty deed of LaVern Strong and Alda M. Strong, husband and wife. This mortgage is to secure payment of the principal sum of \$127,321.67, being a part of the purchase price, with interest from December 1, 1966, at the rate of five and one-half percent (5-1/2%) per annum payable in annual installments of \$8,000.00 beginning on the 1st day of January, 1968, and a like installment on the 1st day of January each consecutive year thereafter until the principal balance with interest is paid in full and with the final installment due January 1, 2005.

Mortgagor covenants and agrees to defend this mortgage as a first mortgage lien upon the above described premises against the claims, lawful or otherwise, of all persons whatsoever; to pay prior to delinquency all taxes, liens, assessments and governmental levies against the mortgaged premises no waste and nothing that lessens the value of the premises or impairs or endangers the validity of the insurance policies thereon.

If Mortgagor fails to pay taxes, liens, assessments or governmental levies against the mortgaged premises in the manner above provided, or to pay encumbrances against the premises, Mortgagees may at their option pay

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1 the same; all sums expended by Mortgagees for any such purposes, together
2 with interest thereon at eight percent (8%) per annum from dates of payment,
3 shall be at once due and payable to Mortgagees from the Mortgagor, be a
4 lien upon said premises and be secured by this mortgage.

5 Time is material and of the essence hereof, and if default be
6 made by Mortgagor in the payment of the debt hereby secured, or interest,
7 or in the performance of any of their covenants herein, or in the event of a
8 sale or transfer of the mortgaged premises by the Mortgagor, then in any
9 of said cases, the balance of unpaid principal, with accrued interest, and
10 all of the indebtedness hereby secured, shall at Mortgagees' election, become
11 immediately due, without notice, and this mortgage may be foreclosed. In
12 any suit to foreclose this mortgage, or any suit or proceedings which
13 Mortgagees may defend to protect the lien hereof, Mortgagor agrees to pay
14 a reasonable sum of attorney's fees, and further agree to pay the reasonable
15 costs of searching the records and abstracting the same as may necessarily
16 be incurred in foreclosing this mortgage or in defending the same, which
17 sums shall be secured hereby and included in the decree of foreclosure.

18 Mortgagees' omission to enforce their rights upon a breach of
19 Mortgagor of the terms of this mortgage or of the note secured thereby or
20 on Mortgagor's default in the performance of any of his covenants herein,
21 shall not require the Mortgagees to give notice to Mortgagor that they will
22 thereafter demand strict performance or be a waiver of the power to enforce
23 such rights immediately upon the occurrence of any subsequent breach or
24 default.

25 IN WITNESS WHEREOF, the Mortgagor has executed this
26 instrument this 15 day of June, 1966.

28 
29 Oren A. Diamond

1 STATE OF IDAHO }
2 County of Twin Falls } ss.

3 On this 7 day of October, 1966, before me, the
4 undersigned, a Notary Public in and for said County and State, personally
5 appeared OREN A. DIAMOND, known to me to be the person who executed
6 the foregoing instrument and acknowledged to me that he executed the same.

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

9
10 J. M. Robertson
11 Notary Public for Idaho
12 Residing at Twin Falls, Idaho.
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All that part of Sections 9, and 10 in Section 11 and Lots 10, 13, 14, and 15 in Section 18, Township 9 South Range 16 East of the Boise Meridian, Twin Falls County, Idaho, lying North and below the South rim of Snake River; That portion of Lots 3 and 5 of Section 18, Township 9 South, Range 16 East of the Boise Meridian, lying North of and below the Rim of Snake River Canyon; Lots 5, 6, and 7 in Section 11, Township 9 South Range 15, East of the Boise Meridian; The Jim Cross claim comprising the Lots 5 and 6 of Section 11 in Township 9 South Range 15 East of the Boise Meridian and the Rosa Bell claim comprising the Lot 7 of said Section 11 and the Salt Grass Sand Placer Mining Claims, designated by the Surveyor General as Survey No. 2693, embracing a portion of Sections 11 and 12, said Township and Range, bounded, described and platted as BEGINNING for the description of the Salt Grass Placer claim, at corner No. 1 a pine post five feet long, five inches square, marked SG-1-2693, in mound of rock, from which the quarter corner between Sections 11 and 12 in Township 9 South, Range 15 East of the Boise Meridian, bears North $69^{\circ}5'$ East 504.7 feet distant;

Thence first course, South $67^{\circ}38'$ East 509.8 feet intersect the East line of the Southeast Quarter of Section 11 in Township 9 South, Range 15 E., B.M., at South 374.2 feet from the East quarter corner of said Section 1268.9 feet intersect the North line of the $S\frac{1}{2}NW\frac{1}{4}SW\frac{1}{4}$ of Section 12, said Township and Range, 1303 feet to corner No. 2 a pine post five feet long, five inches square, marked SG-2 SP 2 -2693, in mound of rocks;

Thence Second course, North $9^{\circ}10'$ East 13.03 feet intersect the North line of said $S\frac{1}{2}NW\frac{1}{4}SW\frac{1}{4}$ of Section 12, 430 feet to corner No. 3 a pine post five feet long, marked SG3-SP 1-2693, in mound of earth;

Thence Third course, North $64^{\circ}20'$ West 1406.8 feet to corner No. 4 a pine post five feet long, marked SG 4-2693;

Thence Fourth course, South 35° West 357.67 feet intersect the North line of said $SE\frac{1}{4}$ of Section 11 at North $89^{\circ}59'$ West 469.61 feet from the East quarter corner 538 feet to corner No. 1 the place of beginning.

BEGINNING, for the description of the Sand placer claim at corner No. 1, identical with corner No. 3 of said Salt Grass Placer Claim, from which said Quarter Section corner bears North $72^{\circ}35'$ West 840.5 feet distant;

Thence First course, South $9^{\circ}10'$ West 416.97 feet intersection the North line of said $S\frac{1}{2}NW\frac{1}{4}SW\frac{1}{4}$ of Section 12, at North $89^{\circ}45'$ West 581.35 feet from the Northeast corner, 430 feet to Corner No. 2, identical with corner No. 2 of said Salt Grass Placer claim;

Thence Second course, South $64^{\circ}2'$ East 648.95 feet intersect the East line of said $S\frac{1}{2}NW\frac{1}{4}SW\frac{1}{4}$ of Section 12, at South 294.46 feet from the Northeast corner, also intersect the West line of the Lot 6 of said Section 12, 1324.7 feet to corner No. 3 a pine post five feet long marked SP-3-2693, in mound of rock;

Thence Third Course, North $25^{\circ}30'$ East 460 feet to corner No. 4 a pine post five feet long, marked SP-4-2693, in mound of earth;

Thence Fourth course, North $65^{\circ}57'$ West 882.14 feet intersect the West line of said Lot 6 of Section 12, 1446 feet to Corner No. 1, the place of beginning, EXPRESSLY, EXCEPTING AND EXCLUDING from these premises all that portion of the ground hereinbefore described embraced in said $SE\frac{1}{4}$ of Section 11 and the $S\frac{1}{2}NW\frac{1}{4}SW\frac{1}{4}$ and said Lot 6 of Section 12.

AND, $NE\frac{1}{4}NE\frac{1}{4}$ of Section 14, Township 9 South Range 15 East of the Boise Meridian, Twin Falls County, Idaho. Lot 10 in Section 7 and Lot 12 in Section 18, in Township 9 South, Range 16 East of the Boise Meridian. The $NE\frac{1}{4}SW\frac{1}{4}$, the $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$ of Section 11, the $SW\frac{1}{4}SW\frac{1}{4}$ and the $S\frac{1}{2}NW\frac{1}{4}SW\frac{1}{4}$ in Section 12, all in Township 9 South, Range 15 East of the Boise Meridian, AND, the $SE\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$ and Lots 6, 7 and 8 in Section 12, Township 9 South, Range 15 East of the Boise Meridian, ALL in Twin Falls County, Idaho.

MICROFILMED

569698

mtg

Oren a Diamond
to
Laurie String

STATE OF IDAHO

Notary Public for the State of Idaho

Filed for record at the request of

Name and Title of Company

K. 2000

In my office and duly recorded in book

206 mtg 131

Laurie String

20 164

MICROFILMED

EXHIBIT "B"

PROMISSORY NOTE

\$127,321.67

October 28, 1966

FOR VALUE RECEIVED, I, promise to pay to the order of
LAVERN O. STRONG and ALDA M. STRONG, One Hundred Twenty-
Seven Thousand, Three Hundred Twenty-One and 67/100 Dollars, in
lawful money of the United States of America, at the Twin Falls
Bank & Trust Company, Twin Falls, Idaho, in installments payable as
follows:

\$8,000.00 annually, beginning on the 1st day of January,
1968, and on the 1st day of January of each and every consecutive
year thereafter, and the balance of principal on the 1st day of January,
2005, together with interest thereon from December 1, 1966, until
paid at the rate of 5-1/2% per annum, included in the annual installment
and said annual installments to be credited first to interest and then
to principal.

In case of default in any of the payments as herein stipulated,
then it shall be optional with the legal holder of this note to declare the
entire principal sum hereof due and payable, and proceedings may at
once be instituted for the recovery of the same by law, with accrued
interest and costs, including reasonable attorneys' fees.

Payments may be made by makers at any time in any amount
without penalty after January 1, 1967.

The makers, sureties, grantors and endorsers hereof
severally waive presentment for payment, protest, notice of protest
and nonpayment of this note.

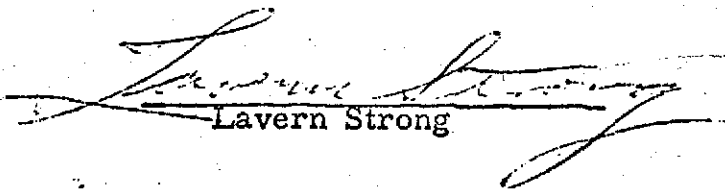

Oren A. Diamond

MICROFILMED

ASSIGNMENT SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED, I hereby sell, assign and transfer unto OREN A. DIAMOND, all of my right, title and interest in and to 160 shares of the capital stock of the Twin Falls Canal Company, standing in the name of Lavern Strong, on the books of the said corporation evidenced by Certificate No. 18829, and do hereby irrevocably constitute and appoint an authorized officer or agent of said corporation as attorney to transfer the said stock on the books of said corporation with full power of substitution in the premises.

DATED October 27, 1966.


Lavern Strong

36 7164

MICROFILMED

EXHIBIT "C"

Portions of Section 11, Township 9 South, Range 15 East, Boise Meridian, Twin Falls County, Idaho; based on the U.S. Government Dependent Resurvey as approved by the U.S. Surveyor General on April 17, 1918; more specifically described as follows:

All of Lot 5, Lot 6 and Lot 7 of said Section 11, including all of the Salt Grass and Sand Placer Claim Survey No. 2693 included in said Lot 7; and all of the land embraced in the Salt Grass and Sand Placer Claim Survey No. 2693 located in the Northeast Quarter, Northeast Quarter, Southeast Quarter (NE $\frac{1}{4}$, NE $\frac{1}{4}$, SE $\frac{1}{4}$) of said Section 11.

Portions of Section 12, Township 9 South, Range 15 East, Boise Meridian, Twin Falls County, Idaho; based on the U. S. Government Dependent Resurvey as approved by the U. S. Surveyor General on April 17, 1918; more specifically described as follows:

All of the land embraced by the Salt Grass and Sand Placer Claim Survey No. 2693 located within said Section 12.

.....Dollars,

.....12.....

36 7164

MICROFILMED

EXHIBIT "D"

TRUST AGREEMENT

THIS AGREEMENT, made and entered into this 31st day of March, 1972, by and among JOSEPH L. BURDEN and KATHRYN L. BURDEN, husband and wife, hereinafter called "Sellers," CRYSTAL SPRINGS RANCH, INC., hereinafter called "Buyer," and TWIN FALLS BANK & TRUST COMPANY, hereinafter called "Trustee,"

W I T N E S S E T H:

1. That Sellers are the owners of certain real property in Twin Falls County, Idaho, described as follows:

All that part of Lots 9 and 10 in Section 17, and Lots 10, 13, 14, and 15 in Section 18, Township 9 South, Range 16 East of the Boise Meridian, Twin Falls County, Idaho, lying North and below the South rim of Snake River; That portion of Lots 3 and 5 of Section 18, Township 9 South, Range 16 East of the Boise Meridian, lying North of and below the Rim of Snake River Canyon; Lots 5, 6, and 7 in Section 11, Township 9 South, Range 15 East of the Boise Meridian; The Jim Cross claim comprising the Lots 5 and 6 of Section 11 in Township 9 South, Range 15 East of the Boise Meridian and the Rosa Boll claim comprising the Lot 7 of said Section 11 and the Salt Grass and Sand Placer Mining Claims, designated by the Surveyor General as Survey No. 2693, embracing a portion of Sections 11 and 12, said Township and Range, bounded, described and platted as

BEGINNING for the description of the Salt Grass Placer claim, at corner No. 1 a pine post five feet long, five inches square, marked SG-1-2693, in mound of rock, from which the quarter corner between Sections 11 and 12 in Township 9 South, Range 15 East of the Boise Meridian, bears North 69°5' East 504.7 feet distant;

THENCE first course, South 67°38' East 509.8 feet intersect the East line of the Southeast Quarter of Section 11 in Township 9 South, Range 15 E.B.M., at South 374.2 feet from the East quarter corner of said Section 12 68.9 feet intersect the North line of the S 1/2 NW 1/4 SW 1/4 of Section 12, said Township and Range, 1303 feet to corner No. 2 a pine post five feet long, five inches square, marked SG-2-SP 2-2693, in mound of rocks;

THENCE Second course, North 9°10' East 13.03 feet intersect the North line of said S 1/2 NW 1/4 SW 1/4 of Section 12, 430 feet to corner No. 3 a pine post five feet long, marked SG-3-SP 1-2693, in mound of earth;

THENCE Third course, North 64°20' West 1406.8 feet to corner No. 4 a pine post five feet long, marked SG-4-2693;

THENCE Fourth course, South 35' West 357.67 feet intersect the North line of said SE 1/4 of Section 11 at North 89° 59' West 469.61 feet from the East quarter corner 538 feet to corner No. 1 the place of beginning.

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BEGINNING, for the description of the Sand placer claim at corner No. 1, identical with corner No. 3 of said Salt Grass Placer Claim, from which said Quarter Section corner bears North 72°35' West 840.5 feet distant;

THENCE First course, South 9°10' West 416.97 feet intersection the North line of said S 1/2 NW 1/4 SW 1/4 of Section 12, at North 89°45' West 581.35 feet from the Northeast corner, 430 feet to Corner No. 2, identical with corner No. 2 of said Salt Grass Placer claim;

THENCE Second course, South 64°2' East 648.95 feet intersect the East line of said S 1/2 NW 1/4 SW 1/4 of Section 12, at South 294.46 feet from the Northeast Corner, also intersect the West line of the Lot 6 of said Section 12, 1324.7 feet to corner No. 3 a pine post five feet long marked SP-3-2693, in mound of rock;

THENCE Third course, North 25°30' East 460 feet to corner No. 4 a pine post five feet long, marked SP-4-2693, in mound of earth;

THENCE Fourth course, North 65°57' West 882.14 feet intersect the West line of said Lot 6 of Section 12, 1446 feet to Corner No. 1, the place of beginning, EXPRESSLY, EXCEPTING AND EXCLUDING from these premises all that portion of the ground hereinbefore described embraced in said SE 1/4 of Section 11 and the S 1/2 NW 1/4 SW 1/4 and said Lot 6 of Section 12.

AND, NE 1/4 NE 1/4 of Section 14, Township 9 South, Range 15 East of the Boise Meridian, Twin Falls County, Idaho. Lot 10 in Section 7 and Lot 12 in Section 18, in Township 9 South, Range 16 East of the Boise Meridian. The NE 1/4 SW 1/4 the N 1/2 SE 1/4, SE 1/4 SE 1/4 of Section 11, the SW 1/4 SW 1/4 and the S 1/2 NW 1/4 SW 1/4 in Section 12, all in Township 9 South, Range 15 East of the Boise Meridian, AND, the SE 1/4 SW 1/4, SW 1/4 SE 1/4 and Lots 6, 7 and 8 in Section 12, Township 9 South, Range 15 East of the Boise Meridian, ALL in Twin Falls County, Idaho.

2. Upon the execution of this agreement, Sellers shall convey to the Trustee by Warranty Deed the real property hereinabove last described and shall transfer any shares of the capital stock of the Twin Falls Canal Company appurtenant to said property to the Trustee.

3. It is agreed that the real property hereinabove last described shall be held in trust by the Trustee for the benefit of Buyer and Sellers pursuant to the terms and conditions hereinafter set forth. The Trustee will hold the title to said property in trust for the purposes of dealing, conveying, receiving payments for and otherwise handling the property as a whole or in lots or

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1 parcels. All sales made by Buyer of property held in the name of
2 Trustee shall be for cash, lawful money of the United States of
3 America and each conveyance shall be for an area of one acre or
4 more and the Trustee shall receive \$500.00 per acre to be applied
5 to the Strong Contract and \$300.00 to be applied to the Sellers'
6 contract attached hereto, which is a total of \$800.00 per acre,
7 and shall be exclusive of the selling costs including but not
8 limited to: title insurance and real estate commission. The
9 Trustee will be instructed in writing by Buyer or its authorized
10 representative of the description of the real property and water
11 right to be conveyed and the names of the Grantees. The Trustee
12 is hereby granted full power to do all actions necessary to
13 accomplish the purposes of this trust. The Trustee is authorized
14 to act in accordance with such instructions as it may receive from
15 any officer of Buyer, subject however, to the terms and conditions
16 of this trust agreement herein set forth. Buyer agrees to follow
17 an orderly plan for the development of the real property and agrees
18 with Sellers not to demand from the Trustee conveyance of scattered
19 and disconnected or isolated parcels.

20 4. The Trustee is further authorized to sign and file for
21 record at the request of Buyer, restrictions and a plat for the
22 real property but said restrictions shall not terminate the sale
23 or occupancy of said property on account of race, color or creed.

24 5. Buyer agrees that it will fully pay, indemnify,
25 protect, save and hold harmless the Trustee and Sellers from any
26 and all suits, claims, demands, judgments, costs and expenses,
27 including attorneys' fees and other obligations and liabilities of
28 every kind and nature that the Trustee or Sellers may for any reason
29 or at any time suffer, sustain, incur or expend by reason of or in
30 connection with this trust or the administration thereof otherwise
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1 than through their own misconduct or willful neglect. And it is
2 further provided that the Trustee and Sellers shall not be required
3 to pay or attend to the payment of any claims, liens or encumbrances
4 including but not limited to taxes, income, inheritance or estate
5 taxes, or special assessments against the trust property other
6 than from the proceeds received and available hereunder for such
7 payment and shall not attend to any assessment or valuation of the
8 property but all such services shall be performed and all expenses
9 borne by Buyer.

10 6. It is further understood and agreed that the Trustee
11 shall not be required to commence or defend any suit in connection
12 with this trust or the trust property until there shall have been
13 paid to the Trustee a sum of money sufficient in its judgment to
14 pay all costs thereunder including attorneys' fees and a reasonable
15 compensation to the Trustee for its services and the time of the
16 officers and employees of the Trustee in connection therewith.

17 7. All instruments affecting any property included in this
18 trust shall be executed solely by the Twin Falls Bank & Trust Com-
19 pany, as Trustee. The Trustee shall not be obligated to warrant
20 title to any property sold or conveyed by it except as against the
21 act of the Trustee only. Any deeds executed by the Trustee shall
22 be made subject to any taxes, assessments, liabilities or obliga-
23 tions against said property.

24 8. It is understood and agreed between the parties hereto
25 that all funds arising and accruing from the sale of any of the
26 property held under this trust shall be paid to the Trustee and
27 thereafter disbursed by the Trustee as follows:.

28 (1) To the payment of the costs, title insurance
29 fees, expenses, charges, damages and advances, if any,
30 of the Trustee;

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32 MICROFILMED

36 7164

1 (2) To the payment of Sellers as follows:

2 (a) All funds received by the Trustee to the
3 extent of \$800.00 per acre or the equivalent shall be
4 applied in the amount of \$500.00 to the Strong Contract
5 and \$300.00 to the Sellers' contract which is attached
6 hereto.

7 All disbursements may be paid by the check of the Trustee.

8 9. An owner's policy of title insurance in regular form
9 then in use shall be issued in connection with each conveyance by
10 the Trustee and charged as an expense under Paragraph 8 above. The
11 Trustee may procure title insurance from any title insurance company
12 it may select, including the company for which it is acting as an
13 agent.

14 10. The accounting records of the Trustee shall at all
15 reasonable times be opened to the inspection of Buyer and Sellers.
16 Buyer and Sellers shall be entitled to statements from the Trustee
17 showing all the receipts and disbursements and charges made in
18 connection with this trust.

19 11. All advertising by Buyer or its representative shall
20 clearly show that Buyer is the author thereof, and the Trustee and
21 Sellers shall not be liable for any statements or representations
22 made therein.

23 12. It is made one of the terms and conditions of the
24 trust that any party dealing with the Trustee shall not be obligated
25 to ascertain whether or not the Trustee has exceeded its power from
26 any act it may perform or cause to be performed incident or in
27 connection with the management, control, sale, disposal or other-
28 wise handling said property or to see to the proper handling,
29 application or disbursement by the Trustee of any funds paid to
30 the Trustee.

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1 13. The interests of Buyer and Sellers in this trust are
2 personal property and Buyer and Sellers have not and shall not
3 at any time have any right, title or interest in or to the
4 property covered thereby and shall not and have not any right to
5 apply for or secure the dissolution or termination of this trust
6 or the partition or division of any of the trust property in any
7 manner, except as provided herein. The sole right of Buyer and
8 Sellers is to enforce the performance of the terms of this trust
9 as expressly set forth.

10 14. Buyer further agrees to pay and discharge when and
11 as the same shall become due and payable all liens to contractors,
12 materialmen, mechanics, laborers and others at any time which may
13 be imposed upon the said trust property through any act of Buyer
14 or its agents, and further agree to protect the Trustee and hold
15 it harmless against any loss, claim, damage or expense on account
16 of any such lien which it may incur by virtue of acting as Trustee
17 under this trust and because of any sales agreements and conveyances
18 made by the Trustee pursuant to the provisions hereof.

19 15. No assignment or transfer of any interest of any
20 party hereunder at any time shall be valid and binding upon the
21 Trustee until an executed original of the assignment or other
22 instrument evidencing the transfer has been filed with and accepted
23 by the Trustee and the Trustee's assignment fee paid therefor,
24 excepting only where such interest may pass or be transferred by
25 decree or order of court and then only upon satisfactory proof of
26 the regularity and validity of the proceedings in such manner being
27 presented to the Trustee, and the fees of the Trustee's attorney
28 for passing thereon having been paid.

29 16. This contract and all of the provisions hereof shall
30 be binding upon and accrue to the benefit of the heirs, successors,
31 personal representatives and assigns of the parties hereof.

32

17. Sellers have entered into this contract relying on the integrity and ability of Buyer and in the event of any assignment by Buyer of its interest in this agreement, then Buyer shall remain personally liable to Sellers and the Trustee for damages or liabilities caused by Sellers by reason of any breach hereof or other acts or things done or omitted to be done by any of such assignees or subsequent assignees of such interest.

IN WITNESS WHEREOF, the Buyer and Sellers have hereunto set their hands and seals, and the Trustee has caused this agreement to be executed by its officer in Twin Falls, Idaho, on the date first above written.

/s/ Joseph L. Burden
JOSEPH L. BURDEN

/s/ Kathryn L. Burden
KATHRYN L. BURDEN

"Sellers"

CRYSTAL SPRINGS RANCH, INC.

By: /s/ J. W. Helth
Its: President

ATTEST:

/s/ Otto Lynn
Secretary

"Buyer"

/s/ LeRoy Bylund
LeROY BYLUND

/s/ J. W. Helth
J. W. HELTH

/s/ Otto Lynn
OTTO LYNN

"Individually"

TWIN FALLS BANK & TRUST COMPANY

By: /s/ Michael P. Gray
Its: Vice-President

"Trustee"

MICROFILMED

NORTHWEST CRANE, RIGGING & TRANSPORT COMPANY

ROUTE #3 - TWIN FALLS, IDAHO 83301 - Phone 733-1234

TO: S E E

FROM: R E E L Y

Leroy Eylund

Otto Lynn

J.W. Keith

DATE

DATE March 10, 1972

Keith Sliger, President of Northwest Crane, Rigging and Transport Company, hereby guarantees to put a pipeline not to exceed 36" diameter and 1800' length across Snake River from Crystal Springs to the Burdon Ranch for an amount not to exceed \$24,000 exclusive of pipe, within 60 working days from date of arrival of pipe on job site. Final completion date to be no later than September 30, 1972.

SIGNED

Keith Sliger

SIGNED

FORM # AVAILABLE FROM GRAYARC CO., INC.
882 THIRD AVE., B'KLYN 32, N. Y.

PERSON ADDRESSED RETURN THIS COPY TO SENDER

MICROFILMED

EXHIBIT "E"

36 7167

Order to Show Cause dated July 17, 1972, sent by certified mail to the following
on July 18, 1972:

Joseph L. Burden, Box 321, Twin Falls, Idaho #23813

Robert C. Paine, Parry, Robertson, Daly & Larson,
P.O. Box 525, Twin Falls, Idaho #23814

Crystal Springs Ranch, Inc., Buhl, Idaho #23815

By *Carlene Lench*

*Certified Cards
filed in
36-7164.*

MICROFILMED

BEFORE THE DIRECTOR
OF THE
IDAHO DEPARTMENT OF WATER ADMINISTRATION

In the Matter of Permit Nos.)
36-7033 and 36-7164, in the)
name of JOSEPH L. BURDEN)

ORDER TO SHOW CAUSE

Permit Nos. 36-7033 and 36-7164 were granted to Joseph L. Burden, Box 321, Twin Falls, Idaho, on December 8, 1969 and September 22, 1971 respectively. These permits provide for diversion of 50 second feet of water each from Crystal Springs, at a point of diversion within Lot 12 (SENW) Section 12; Township 9 South, Range 15 East, B.M. The water is to be diverted from the springs and conveyed by pipeline across the channel of the Snake River and used for fish propagation purposes in the SE1/4SW1/4, Section 12; Township 9 South, Range 15 East, B.M.

Permit No. 36-7033 was granted with the following conditions:

"This permit is specifically granted upon the condition that it not be assigned nor sold to another party without the written concurrence of the Department of Water Administration. Failure to receive such concurrence from the department will be deemed as an admission that the permit was obtained for the purpose of speculation or delay, and will be cause for immediate cancellation of the permit."

Permit No. 36-7164 was granted with similar language as follows:

"That the application and permit not be assigned by the applicant without first securing the approval of the Director of the Department of Water Administration. Violation of this condition will cause the permit to become void and of no further force or effect."

36 7164

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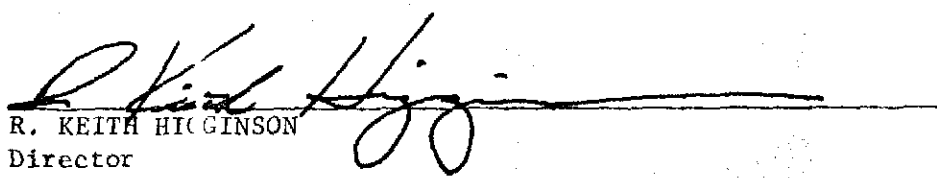
The purpose of including these conditions in the two permits was to prevent the applicant from filing to appropriate the water for speculative or delay purposes, which is prohibited under the provisions of Section 42-203, Idaho Code.

It is the interpretation of this department that "speculation" as it relates to applications for a water permit is intended to prevent an applicant from filing for water without personally intending to develop that water through his own effort and financing. We feel that the legislative intent was to prohibit individuals from making a profit from the mere filing of an application without any real effort on his part to put the water to beneficial use.

On July 5, 1972, the department received assignments, whereby Joseph L. Burden and his wife purport to transfer their right, title, and interest in Permits 16-7033 and 36-7164 to the Crystal Springs Ranch, Inc. These assignments appear to be in violation of the conditions of granting these two permits.

It is therefore ordered, and the permit holder and all other parties having an interest in the permits are notified that they should show cause, if any there be, by affidavit submitted to the department on or before September 15, 1972, why said permits should not be cancelled.

Dated this 17th day of July, 1972


R. KEITH HIGINSON
Director

36 7164

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RECEIVED

JUN 16 1972

Department of Water Administration

HEPWORTH, NUNGESTER & FELTON
1020 Main, Buhl, Idaho 83316
Tel. No. 208-543-4368
Attorneys for Clear Springs Trout Sales, Inc.
and Farmers National Bank, Buhl, Idaho

BEFORE THE DEPARTMENT OF WATER ADMINISTRATION
OF THE
STATE OF IDAHO

IN THE MATTER OF

PERMIT NO. 36-7033 and
NO. 36-7164

WITHDRAWAL OF PROTEST

Issued in the name of

JOSEPH L. BURDEN.

COMES NOW Clear Springs Trout Sales, Inc., by and through
John C. Hepworth, a corporate officer in and attorney for said
corporation, and the Farmers National Bank, Buhl, Idaho, by and
through its attorney of record, John C. Hepworth, and withdraws
their protest to Water Permit No. 36-7033 and Permit No. 36-7164,
heretofore filed by petitioner herein on March 14, 1972.

CLEAR SPRINGS TROUT SALES, INC.

By: John C. Hepworth
John C. Hepworth, Secretary

FARMERS NATIONAL BANK, BUHL, IDAHO

By: John C. Hepworth
John C. Hepworth, Attorney

MICROFILMED

36-7164

PARRY, ROBERTSON, DALY & LARSON

LAWYERS

THE IDAHO FIRST NATIONAL BANK BUILDING

P. O. BOX 525

TWIN FALLS, IDAHO 83301

August 14, 1972

R. P. PARRY
T. M. ROBERTSON
JOHN H. DALY (1913-1968)
BERT LARSON
C. G. MCINTYRE
JOHN R. COLEMAN
THOMAS G. NELSON
JOHN A. ROSHOLT
FRED G. DECKER
ROBERT C. PAINE

RECEIVED

AUG 15 1972

TELEPHONE
733-3722
Department of Water Administration

BDF

Mr. R. Keith Higginson
Executive Director
Department of Water Administration
State House, Annex 2
Boise, Idaho 83707

Re: Crystal Springs Ranch, Inc.

Dear Keith:

After receiving your letter indicating that based upon field examinations there was a possibility that one of the sources of water being diverted by Crystal Springs Ranch, Inc., was in Lot 11, we immediately had JUB Engineers do a preliminary survey. I am no engineer, but my understanding is that they went down to the springs and based upon one of the quarter corner marks established coordinates for each of the springs. They found that none of the springs were in Lot 11. Apparently the most easterly spring is a spring which has been developed by Crystal Springs Ranch, Inc. However, they found none of the development was in Lot 11.

Jack Straubhar, the engineer with JUB who did the work on Saturday, will forward a certification letter to me immediately certifying that all of the water sources and diversion works are in Lot 12. I will forward to you a copy of that certification letter.

It was decided that in light of the fact that the Fish & Game has filed an application for permit in that area, it has been determined that we should have a complete survey so that there may be no question in the future. JUB has advised

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Mr. R. Keith Higginson

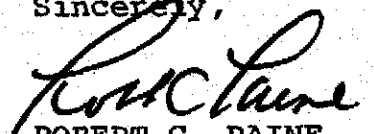
August 14, 1972

Page 2

that the survey should not be conducted until the pipe has been laid so that all of the diversion works are in place. Based upon their stakes, they are certain that nothing will be in Lot 11 but they do want to wait until everything is completed for the survey, so that again there can be no question. It is anticipated that that survey will be done the latter part of August or the first part of September, and again, we will furnish you with a copy for your examination.

We want to thank you very much for alerting us to this potential problem, so that any question can be cleared up immediately.

Sincerely,


ROBERT C. PAINE

RCP/bb

cc: Mr. Bobby Fleenor

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PARRY, ROBERTSON, DALY & LARSON

LAWYERS

R. P. PARRY
T. M. ROBERTSON
JOHN H. DALY (19-3 1968)
BERT LARSON
C. G. MCINTYRE
JOHN R. COLEMAN
THOMAS G. NELSON
JOHN A. ROSHOLT
FRED D. DECKER
ROBERT C. PAINE

THE IDAHO FIRST NATIONAL BANK BUILDING

P. O. BOX 525

TWIN FALLS, IDAHO 83301

TELEPHONE

720-1203, 722

July 21, 1972

Mr. R. Keith Higginson
Executive Director
Department of Water Administration
State House, Annex 2
Boise, Idaho 83707

Re: Water Permits Nos. 36-7033 and 36-7164

Dear Keith:

With respect to Mr. Burden's intentions regarding the above water permits, it is believed the following information is pertinent and may help Mr. Higer in evaluating whether Mr. Burden's intentions were speculative.

Mr. Burden purchased the Crystal Springs Ranch, Inc., with no water rights for the sum of \$325,000.00. The ranch was sold to Crystal Springs Ranch, Inc., with water rights for the sum of \$280,000.00.

Shortly after Mr. Burden purchased the ranch, he talked with Mr. Rangen of Buhl, Idaho, about constructing fish ponds on the property. Mr. Rangen referred him to Jack Chipman, who was an employee of Mr. Rangen, and Mr. Chipman was retained by Joseph and Kathryn Burden for the purpose of drawing plans and beginning construction of fish ponds on the property. Shortly after Mr. Chipman was retained, Mr. Burden suffered business losses in California of approximately two million dollars, and informed Mr. Chipman to wait a while before the fish ponds were constructed. At a later point, Mr. Burden told Mr. Chipman to go ahead and begin construction on the fish ponds, and at that time, Mr. Burden's son was killed in an automobile accident. Mr. Burden was very upset over his son's death and again told Mr. Chipman to cease any further work on the fish ponds. After his son's death, Mr. Burden lost interest in the place and told Harry LeMoyne that

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36 7164

Mr. R. Keith Higginson

July 21, 1972

Page 2

he would like to sell it. The property was then sold to Crystal Springs Ranch, Inc., for \$280,000.00, which was a net loss to Mr. Burden of \$45,000.00.

If Mr. Higer wishes an affidavit to this respect, Mr. Burden will be happy to furnish it to him immediately.

Your help and cooperation in this matter is sincerely appreciated.

Sincerely,



ROBERT C. PAINE

RCP/bb

July 21, 1972

Mr. R. Keith Higginson
Executive Director
Department of Water Administration
State House, Annex 2
Boise, Idaho 83707

Re: Water Permits Nos. 36-7033 and 36-7164

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Shortly after Mr. Burden purchased the ranch, he talked with Mr. Rangen of Buhl, Idaho, about constructing fish ponds on the property. Mr. Rangen referred him to Jack Chipman, who was an employee of Mr. Rangen, and Mr. Chipman was retained by Joseph and Kathryn Burden for the purpose of drawing plans and beginning construction of fish ponds on the property. Shortly after Mr. Chipman was retained, Mr. Burden suffered business losses in California of approximately two million dollars, and informed Mr. Chipman to wait a while before the fish ponds were constructed. At a later point, Mr. Burden told Mr. Chipman to go ahead and begin construction on the fish ponds, and at that time, Mr. Burden's son was killed in an automobile accident. Mr. Burden was very upset over his son's death and again told Mr. Chipman to cease any further work on the fish ponds. After his son's death, Mr. Burden lost interest in the place and told Harry LeMoyné that

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If Mr. Higer wishes an affidavit to this respect, Mr. Burden will be happy to furnish it to him immediately.

Your help and cooperation in this matter is sincerely appreciated.

Sincerely,

ROBERT C. PAINE

RCP/bb

36 7164

PARRY, ROBERTSON, DALY & LARSON

LAWYERS

THE IDAHO FIRST NATIONAL BANK BUILDING

P. O. BOX 525

TWIN FALLS, IDAHO 83301

TELEPHONE
(208) 733-3722

R. P. PARRY
T. M. ROBERTSON
JOHN H. DALY (1913-1968)
BERT LARSON
C. G. MCINTYRE
JOHN R. COLEMAN
THOMAS G. NELSON
JOHN A. ROSHOLT
FRED D. DECKER
ROBERT C. PAINE

July 21, 1972

Mr. Steve Allred
Department of Water Administration
State of Idaho
State House, Annex 2
Boise, Idaho 83707

Re: Crystal Springs Ranch, Inc.
Water Permits Nos. 36-7033 and 36-7164

Dear Steve:

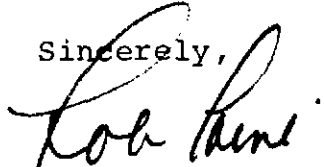
Enclosed herewith please find a copy of the letter which I sent to Mr. Higginson today. That letter contains the information which I spoke with you about by telephone.

After our telephone conversation, I contacted Mr. LeMoyne's secretary in Salmon, Idaho, and dictated an affidavit to her for Mr. Burden's signature. She stated that she would type the affidavit today and give it to Mr. LeMoyne, who will in turn take it to Mr. Burden for examination and signature if he finds it to be correct.

The affidavit contains the same information which is outlined in the letter to Mr. Higginson. Mr. LeMoyne anticipated that he would be back in Twin Falls on Monday, and should have the signed affidavit with him at that time. Therefore, you should have the signed affidavit on your desk by Tuesday or Wednesday.

Your help and cooperation in this matter is appreciated.

Sincerely,


ROBERT C. PAINE

RCP/bb

Enclosure

36 7164

1
2
3 BEFORE THE DIRECTOR OF THE
4 DEPARTMENT OF WATER ADMINISTRATION FOR
5 THE STATE OF IDAHO

6 In the Matter of Water)
7 Permits Nos. 36-7033)
8 and 36-7164)

AFFIDAVIT OF HARRY LEMOYNE

9 STATE OF IDAHO)
10) ss.
11 County of Idaho)

12 HARRY LEMOYNE, being first duly sworn on oath, says:

13 1. I am a real estate agent in the State of Idaho and am
14 the owner of LeMoyne Realty in Twin Falls, Idaho. Matters stated
15 herein are within my own personal knowledge and I am competent to
16 testify thereto. This affidavit is made in support of Joseph
17 Burden's application for transfer of Water Permits Nos. 36-7033 and
18 36-7164 from Joseph Burden to Crystal Springs Ranch, Inc.

19 2. I have for many years been the agent of and represented
20 Mr. Joseph Burden or his corporations in their real estate trans-
21 actions in the State of Idaho.

22 3. I represented Mr. Joseph Burden in his purchase of
23 Crystal Springs Ranch, the proper description for said ranch can
24 be found in the affidavit of LeRoy Bylund filed in the above-
25 captioned cause.

26 4. At the time of the purchase of Crystal Springs Ranch
27 from Oren Diamond by Joseph Burden there had been no water appro-
28 priated in the Crystal Springs.

29 5. At the time of the purchase of Crystal Springs Ranch,
30 Inc., by Joseph Burden I had many conversations with him concern-
31 ing the development of that land. Mr. Burden informed me that he
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36 7164

1 wanted to appropriate water in the Crystal Springs for the pur-
2 pose of developing fish propagation ponds. I had numerous con-
3 versations with Mr. Burden and it was very clearly his intention
4 to appropriate water in the Crystal Springs, pipe it under the
5 Snake River and use that water in fish propagation on the Crystal
6 Springs Ranch.

7 6. At Mr. Burden's request, I had several conversations
8 with Mr. Thorleif Rangen, owner of Rangen's, Inc., in Buhl, Idaho.
9 Mr. Thorleif Rangen was an expert in the area of fish propagation.
10 Mr. Rangen advised me that Mr. Burden should get in contact with
11 Mr. Jack Chipmann, an employee of Mr. Rangen, as Mr. Chipmann was
12 an expert in the area of fish propagation.

13 7. I had several meetings with Mr. Jack Chipmann.
14 Mr. Chipmann took myself, as an agent for Joseph Burden, and
15 Mr. Milton, another developer, to all of the various fish hatcheries
16 in the area showing what could be done.

17 8. Sometime in 1969, about the time that application for
18 Permit No. 36-7033 had been filed, Mr. Joseph Burden, his two sons
19 and myself met for dinner with Mr. Jack Chipmann. We discussed with
20 Mr. Chipmann exactly what would be necessary for the development
21 of the waters for fish propagation purposes. Mr. Chipmann informed
22 us that he thought that 50 cubic feet per second of water would be
23 insufficient. Mr. Chipmann explained that due to the cost of
24 bringing water under the Snake River the development for fish
25 propagation with only 50 cfs of water would not be profitable.
26 He suggested that more water be appropriated. Subsequent to our
27 conversations with Mr. Chipmann, a second water permit was filed,
28 being application for water Permit No. 36-7164.

29 9. As an agent for Joseph Burden, I expended a great deal
30 of time with Mr. Chipmann and others, in preliminary work to
31 development the waters appropriated in Permits Nos. 36-7033 and
32 36-7164 for fish propagation. It was absolutely Mr. Burden's inten-

1 tion at the time of the filing of the Permits Nos. 36-7033 and
2 36-7164 to use that water for the purpose of fish propagation. All
3 of the dealings which I had on behalf of Mr. Burden with
4 Mr. Thorleif Rangen, Mr. Jack Chipmann, and others, was for the
5 purpose of developing the water rights in Permits Nos. 36-7033 and
6 36-7164 for fish propagation purposes.
7

8 Harry F. LeMoine
9

10 Subscribed and sworn to before me this 25 day of July, 1972.
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12 Robert C. Lane
13 Notary Public for Idaho
14 Residing at Twin Falls, Idaho
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BEFORE THE DIRECTOR OF THE
DEPARTMENT OF WATER ADMINISTRATION OF
THE STATE OF IDAHO

In the Matter of Water)
Permits Nos. 36-7033) AFFIDAVIT OF THORLEIF RANGEN
and 36-7164)

STATE OF IDAHO)
County of Twin Falls) ss.

THORLEIF RANGEN, being first duly sworn, deposes and says:

1. I am one of the principals in Rangen's, Inc., of Buhl, Idaho. The matters stated herein are within my own personal knowledge and I am competent to testify thereto.

2. One of the principal business activities of Rangen's, Inc., is the production of food for fish propagation purposes.

3. At the time when Mr. Joseph Burden was involved in the purchase of Crystal Springs Ranch either he or Mr. Harry LeMoyne, his agent, contacted me concerning bringing water from the Crystal Springs under the Snake River to the Crystal Springs Ranch and using that water for fish propagation.

4. In my conversations with Mr. LeMoyne and Mr. Burden, it was very clear that they intended to develop the waters appropriated from Crystal Springs for fish propagation purposes.

5. I informed Mr. LeMoyne and Mr. Burden that if they intended to develop waters which they appropriated in Crystal Springs for fish propagation purposes, they should contact Mr. Chipmann. It is my understanding that Mr. Burden did retain Mr. Jack Chipman for that

36 7164

1 purpose.

2 Thorleif Rangen
Thorleif Rangen

3 Subscribed and sworn to before me this 25 day of July, 1972.

4 Loock C. Lane
5 Notary Public for Idaho
6 Residing at Twin Falls, Idaho

1 BEFORE THE DIRECTOR OF THE
2 DEPARTMENT OF WATER ADMINISTRATION OF
3 THE STATE OF IDAHO
4

5 In the Matter of Water)
6 Permits Nos. 36-7033) AFFIDAVIT OF JOHN C. HEPWORTH
7 and 36-7164)
8

9 STATE OF IDAHO :
10 : SS.
11 County of Twin Falls :

12 John C. Hepworth, being duly sworn under oath, says:

13 1. I am an attorney duly licensed and practicing in
14 the State of Idaho. I am the secretary of Clear Springs Trout
15 Co., and its wholly-owned subsidiary corporation, Clear Springs
16 Trout Sales, Inc.

17 2. I am not acquainted with Joseph Burden and I know
18 of my own personal knowledge that neither I nor any other officer
19 or agent of Clear Springs Trout Co., or its subsidiary, Clear
20 Springs Trout Sales, Inc., has ever made any offer to Joseph
21 Burden or any of his agents or employees to purchase Crystal
22 Springs Ranch or any of the water rights or water filings appur-
23 tenant thereto.

24 *John C. Hepworth*
 John C. Hepworth

25 Subscribed and sworn to before me this 25th day of
26 July, 1972.

27 *Allen Lannon*
28 Notary Public for Idaho
 Residing at Buhl, Idaho

BEFORE THE DIRECTOR OF THE
DEPARTMENT OF WATER ADMINISTRATION FOR
THE STATE OF IDAHO

In the Matter of Water
Permits Nos. 36-7033
and 36-7164

AFFIDAVIT OF JACK CHIPMANN

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

JACK CHIPMANN, being first duly sworn on oath, says:

1. I was an employee of Rangen's, Buhl, Idaho.

At the time when Mr. Joseph Burden was purchasing the Crystal Springs Ranch. Matters stated herein are within my own personal knowledge and I am competent to testify thereto. This affidavit is made in support of Mr. Joseph Burden's application to transfer water Permit Nos. 36-7033 and 36-7164 to Crystal Springs Ranch, Inc.

2. I had several meetings with either the agents of Mr. Joseph Burden or Mr. Burden himself for the purpose of discussing with him the appropriation of waters from Crystal Springs, piping the water under the Snake River, and developing and using such water for fish propagation purposes at the Crystal Springs Ranch.

3. I had several meetings with Mr. Harry LeMoyne, who was an agent for Joseph Burden, and Mr. Milton, and discussed with them the development of waters in Crystal Springs on the Crystal Springs Ranch. I escorted Mr. Harry LeMoyne and Mr. Milton around to the various fish farms in this area and discussed with them how fish farms can be developed and how the water is used.

4. After Mr. Burden had purchased the Crystal Springs Ranch, I met with Mr. Joseph Burden, his two sons, and Harry

36 7164

1 LeMoyne for a dinner meeting. We discussed at that time how the
2 waters in Crystal Springs Ranch could be developed. Mr. Burden's
3 intentions were very clear. He intended to bring water from the
4 Crystal Springs under the Snake River and use that water for
5 commercial fish propagation purposes. At that time I drew several
6 sketches for him detailing how this project could be accomplished.
7 He also discussed with me his intention to use the water to
8 develop ponds for the purpose of raising catfish on the Crystal
9 Springs Ranch.

10 5. I had known Mr. Burden for several years and I knew
11 he had interests in large corporations in other states with many
12 employees. At a meeting with Mr. Burden he further informed me
13 that he intended to build something like a club house on the
14 Crystal Springs Ranch for use by his employees. Mr. Burden intended
15 to use some of the water which he appropriated in Crystal Springs
16 Ranch in developing areas around the club house and ponds wherein
17 fish would be grown.

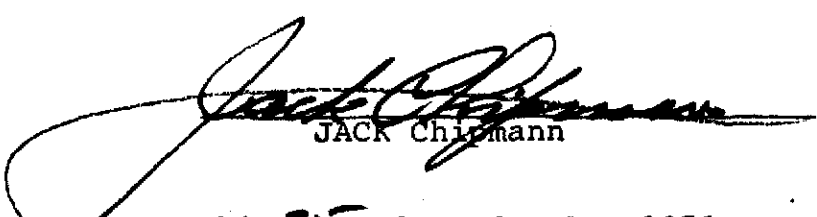
18 6. All of my conversations with Mr. Burden and with his
19 agents or employees were very clear that he intended to use the
20 water which he appropriated in Crystal Springs for fish propagation
21 purposes on Crystal Springs Ranch.

22 7. One of the difficulties which I foresaw in my dealings
23 with Mr. Burden or his employees was that initially Mr. Burden was
24 talking of only appropriating 50 cubic feet per second of water. I
25 informed him that due to the expense of bringing the water under the
26 river, I felt that 50 feet was insufficient and that I would not
27 have anything to do with it on that basis. I further informed him
28 that if he was going to have a fish propagation business he would
29 need more water to make it commercially feasible and I advised him
30 to appropriate more water.

31 8. Shortly after my conversations with Mr. Burden regarding
32 the development of the waters on Crystal Springs Ranch for fish

1 propagation purposes I was informed that one of his sons who had
2 attended the above-mentioned meeting, had been burned to death in
3 an automobile accident in Mexico. Mr. Burden took his son's death
4 very hard and it is my belief that as a result of this, he lost
5 interest in developing Crystal Springs Ranch.

6 9. All of the conversations which I had with Mr. Joseph
7 Burden and Mr. Harry LeMoyne, his agent, regarded the development
8 of waters which they appropriated, or intended to appropriate, for
9 fish propagation purposes. In all of the conversations they made
10 it very clear that they intended to develop and use the waters on
11 Crystal Springs Ranch for the purpose of fish propagation and use
12 on the ranch.

13 
14 JACK CHIPMANN

15 Subscribed and sworn to before me this 25 day of July, 1972.

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17 Notary Public for Idaho
18 Residing at Twin Falls, Idaho
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1 Township 9 South, Range 15 East, Boise Meridian,
2 Twin Falls, County, Idaho.

3 Section 11: NE-1/4 SW-1/4, N-1/2 SE-1/4, SE-1/4 SE-1/4,
4 Lots 5, 6 and 7.

5 Section 12: S-1/2 NW-1/4 SW-1/4, S-1/2 SW-1/4, SW-1/4 SE-1/4,
6 Lots 6, 7 and 8.

7 Section 14: NE-1/4 NE-1/4.

8 The Salt Grassland Sand Placer Mining Claims, designated
9 by the Surveyor General as Survey No. 2693, embracing a
10 portion of Sections 11 and 12, said Township and Range,
11 bounded, described and platted as BEGINNING for the
12 description of the Salt Grass Placer claim, at corner
13 no. 1 a pine post 5 feet long, 5 inches square, marked
14 SG-1-2693, in mound of rock, from which the quarter corner
15 between Sections 11 and 12 in Township 9 South, Range 15
16 East of the Boise Meridian, bears North 69°5' East 504.7
17 feet distant;

18 Thence first course, South 67°38' East 509.8 feet
19 intersect the East line of the Southeast Quarter
20 of Section 11 in Township 9 South, Range 15 E., B.M.,
21 at South 374.2 feet from the East Quarter corner
22 of said Section 1268.9 feet intersect the North
23 line of the S-1/2 NW-1/4 SW-1/4 of Section 12,
24 said Township and Range, 1303 feet to corner no. 2,
25 a pine post 5 feet long, 5 inches square, marked
26 SG-2 SP 2-2693, in mound of rocks;

27 Thence Second course, North 9°10' East 13.03 feet
28 intersect the North line of said S-1/2 NW-1/4
29 SW-1/4 of Section 12, 430 feet to corner no. 3,
30 a pine post 5 feet long, marked SG3- SP 1-2693,
31 in mound of earth;

32 Thence Third course, North 64°20' West 1406.8 feet to
corner No. 4, a pine post 5 feet long, marked
SG 4-2693;

Thence Fourth course, South 35' West 357.67 feet inter-
sect the North line of said SE-1/4 of Section 11
at North 89°59' West 469.61 feet from the East
quarter corner 538 feet to corner no. 1, the place
of beginning..

BEGINNING, for the description of the Sand Placer claim at
corner no. 1, identical with corner no. 3 of said Salt Grass
Placer Claim, from which said Quarter Section corner bears
North 72°35' West 840.5 feet distant;

Thence First course, South 9°10' West 416.97 feet
intersection the North line of said S-1/2 NW-1/4
SW-1/4 of Section 12, at North 89°45' West 581.35
feet from the Northeast corner, 430 feet to corner
no. 2, identical with corner no. 2 of said Salt
Grass Placer claim;

Thence Second course, South 64°2' East 648.95 feet
intersect the East line of said S-1/2 NW-1/4
SW-1/4 of Section 12, at South 294.46 feet from
the Northeast corner, also intersect the West line
of the Lot 6 of said Section 12, 1324.7 feet to
corner no. 3, a pine post 5 feet long, marked
SP-3-2693, in mound of rock;

Thence Third course, North 25° 30' East 460 feet to
corner no. 4, a pine post 5 feet long, marked
SP-4-2693, in mound of earth;

1 Thence Fourth course, North 65°57' West 882.14 feet
2 intersect the West line of said Lot 6 of Section 12,
3 1446 feet to corner no. 1, the place of beginning.
4 EXPRESSLY EXCEPTING AND EXCLUDING from these premises
5 all that portion of the ground hereinbefore described
6 embraced in said SE-1/4 of Section 11 and the S-1/2
7 NW-1/4 SW-1/4 and said Lot 6 of Section 12.

8 Township 9 South, Range 16 East, Boise Meridian, Twin Falls
9 County, Idaho.

10 Section 7: Lot 10.

11 Section 17: All that part of Lots 9 and 10 lying North and
12 below the South Rim of Snake River Canyon.

13 Section 18: Lot 12, that part of Lots 3, 5, 10, 13, 14 and
14 15 lying North and below the South rim of Snake
15 River Canyon.

16 5. Joseph and Kathryn L. Burden were at the time of the
17 above-mentioned purchase the holders of Water Permit Nos. 36-7033
18 in the amount of 50 c.f.s. granted on December 8, 1969, and
19 Water Permit No. 36-7164 in the amount of 50 c.f.s. granted
20 September 21, 1971.

21 6. On or about July 5, 1972, Joseph and Kathryn Burden
22 assigned to said corporation all of their interests in the
23 above-mentioned water permits.

24 7. On or about July 19, 1972, said corporation received
25 by Registered Mail from the Director of the Idaho Department of
26 Water Administration an Order to Show Cause why the above
27 mentioned permits should not be cancelled pursuant to the
28 provisions of Idaho Code Section 42-203.

29 8. On or about July 19, 1972, Joseph and Kathryn C.
30 Burden were issued 250 shares of capital stock in Crystal
31 Springs Ranch, Inc., said shares of stock to be held by Joseph
32 and Kathryn Burden until the Contract of Sale, a copy of which
is attached hereto as Exhibit "A," is paid in full, at which
time said shares may be redeemed by the corporation. A true
copy of the corporate minutes and a true copy of the shares
of stock issued to Burdens are attached hereto as Exhibits "B"
and "C" respectively.

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9. Joseph Burden and Kathryn Burden have a financial interest of at least \$115,688.25 in said corporation as evidenced by paragraph 2(h) of page 3 of Exhibit "A" attached hereto. Said \$115,688.25 is to be paid by the corporation to the Burdens in annual installments, beginning April 1, 1973, of \$10,000.00 each.

10. Since June of 1972, considerable time and money having been expended by the corporation to perfect Permits Nos. 36-7033 and 36-7164. Over \$20,000 has been expended for pipe. Northwest Crane, Rigging & Transport Company has been hired to construct the pipeline under the Snake River with work presently in progress. Approximately \$100,000.00 has been invested to construct concrete fish ponds and excavate the area where the water will be used. Easements No. 4261 and 4262 have been obtained from the State of Idaho permitting the construction of the pipeline. The project will be finished by fall of 1972, and the water will then be diverted to beneficial use.

DATED, this 26 day of July, 1972.

LeROY BYLUND

SUBSCRIBED and SWORN TO BEFORE ME, this 20 day of
July, 1972.

TO BEFORE ME, this 27 day of July, 1920,
Robert C. Fane
 NOTARY PUBLIC IN AND FOR IDAHO
 Residing at Twin Falls, Idaho.

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1 THENCE Second course, North 9°10' East 13.03 feet intersect
2 the North line of said S 1/2 NW 1/4 SW 1/4 of Section 12,
3 430 feet to corner No. 3 a pine post five feet long, marked
4 SG-3-SP 1-2693, in mound of earth;
5 THENCE Third course, North 64°20' West 1406.8 feet to
6 corner No. 4 a pine post five feet long, marked SG-4-2693;
7 THENCE Fourth course, South 35' West 357.67 feet intersect
8 the North line of said SE 1/4 of Section 11 at North 89° 59'
9 West 469.61 feet from the East quarter corner 538 feet to
10 corner No. 1 the place of beginning.

11 BEGINNING, for the description of the Sand placer claim at
12 corner No. 1, identical with corner No. 3 of said Salt Grass
13 Placer Claim, from which said Quarter Section corner bears
14 North 72°35' West 840.5 feet distant;

15 THENCE First course, South 9°10' West 416.97 feet
16 intersection the North line of said S 1/2 NW 1/4 SW 1/4
17 of Section 12, at North 89°45' West 581.35 feet from the
18 Northeast corner, 430 feet to Corner No. 2, identical with
19 corner No. 2 of said Salt Grass Placer claim;

20 THENCE Second course, South 64°2' East 648.95 feet inter-
21 sect the East line of said S 1/2 NW 1/4 SW 1/4 of Section
22 12, at South 294.46 feet from the Northeast Corner, also
23 intersect the West line of the Lot 6 of said Section 12,
24 1324.7 feet to corner No. 3 a pine post five feet long
25 marked SP-3-2693, in mound of rock;

26 THENCE Third course, North 25°30' East 460 feet to corner
27 No. 4 a pine post five feet long, marked SP-4-2693, in
28 mound of earth;

29 THENCE Fourth course, North 65°57' West 882.14 feet inter-
30 sect the West line of said Lot 6 of Section 12, 1446 feet
31 to Corner No. 1, the place of beginning, EXPRESSLY,
32 EXCEPTING AND EXCLUDING from these premises all that
portion of the ground hereinbefore described embraced
in said SE 1/4 of Section 11 and the S 1/2 NW 1/4 SW 1/4
and said Lot 6 of Section 12.

AND, NE 1/4 NE 1/4 of Section 14, Township 9 South, Range
15 East of the Boise Meridian, Twin Falls County, Idaho.
Lot 10 in Section 7 and Lot 12 in Section 18, in Township
9 South, Range 16 East of the Boise Meridian. The NE 1/4
SW 1/4 the N 1/2 SE 1/4, SE 1/4 SE 1/4 of Section 11, the
SW 1/4 SW 1/4 and the S 1/2 NW 1/4 SW 1/4 in Section 12,
all in Township 9 South, Range 15 East of the Boise
Meridian, AND, the SE 1/4 SW 1/4, SW 1/4 SE 1/4 and Lots
6, 7 and 8 in Section 12, Township 9 South, Range 15
East of the Boise Meridian, ALL in Twin Falls County,
Idaho.

2. PURCHASE PRICE. Buyer, in consideration of the above
described premises, including machinery and all water rights
appurtenant to said real property, agrees to pay Sellers for said
property the sum of \$280,000.00, at the times, in the amounts,
and in the manner described as follows:

(a) \$1,000.00, to be paid in cash to the Lemoine Realty
Company Trust Account, the receipt of which is hereby
acknowledged;

1 (b) \$9,000.00, to be paid in cash upon execution of this
2 Agreement, to be paid to the LeMoyne Realty Company Trust
3 Account;

4 (c) \$20,000.00, to be paid in cash on or before April 6,
5 1972, to be paid to the LeMoyne Realty Company Trust Account;

6 (d) \$104,879.58 by assuming the Contract of Sale entered
7 into the 27th day of October, 1966, by and between
8 LaVern O. Strong and Alda M. Strong, husband and wife,
9 as Sellers, and Oren A. Diamond, dealing with his sole
10 and separate property, as Purchaser (hereinafter referred
11 to as the Strong Contract);

12 (e) Interest on the Strong Contract of \$1,442.19, to *Prepaid*
13 April 1, 1972;

14 (f) \$27,000.00 by assuming the obligation to pay, the
15 principal balance due and owing as of August 1, 1971, on
16 a certain John Hancock Mutual Life Insurance Company
17 Mortgage, dated June 6, 1961, recorded June 12, 1961, as
18 Instrument No. 504153 in Book 192 of Mortgages, page 98,
19 in the office of the County Recorder of Twin Falls County,
20 Idaho;

21 (g) \$989.98 by assuming interest due on the above-mentioned
22 John Hancock Mutual Life Insurance Company Mortgage to
23 April 1, 1972;

24 (h) \$115,688.25, the balance due on this contract to
25 be paid to Sellers as follows:

26 \$10,000.00, plus interest at the rate of 6-1/2%
27 per annum, on or before April 1, 1973, and
28 \$10,000.00 plus interest to be paid on or
29 before the first day of April of each and every
30 succeeding year thereafter until the entire
31 balance due and owing on this contract has been
32 paid in full.

36 7164

1 3. PLACE OF PAYMENT. After the April 6, 1972, payment, the above-
2 mentioned mortgage payments and the balance due under this contract are
3 to be paid to the escrow agent hereinafter named in accordance with the
4 terms of sub-paragraphs (d) through (h) of the preceding paragraph of
5 this agreement.

6 4. EQUIPMENT. It is expressly agreed by and between Buyer and
7 Sellers hereto that for the above-mentioned purchase price, Sellers shall
8 include certain equipment, a list of which is attached hereto and marked
9 Exhibit "A," and by specific reference adopted as though set forth at
10 length herein. A Bill of Sale shall be furnished by Sellers to Buyer, to
11 be put in escrow, released by Sellers after the first annual payment to
12 Sellers has been made by Buyer pursuant to the terms of this contract.

13 5. OTHER INSTRUMENTS. Simultaneously with the execution of this
14 contract, Sellers agree to execute a good and sufficient Warranty Deed
15 subject to the above-mentioned exceptions, conveying the premises to Buyer.

16 6. ESCROW.

17 (a) Escrow Agent: Twin Falls Bank & Trust Company, main
18 offices located in Twin Falls, Idaho, is hereby designated as
19 the escrow agent under the terms of this contract.

20 (b) Documents to be Placed in Escrow: The parties hereby agree
21 that the following documents are to be placed in escrow upon
22 execution of this agreement:

- 23 (1) An executed copy of this contract and Guarantee of
24 Performance thereof;
25 (2) Warranty Deed;
26 (3) A copy of the Strong Contract;
27 (4) Bill of Sale heretofore mentioned in this agreement;
28 (5) Water stock certificates for 160 shares of Twin Falls
29 Canal Company;

30
31 *JHS B. L. V. H.*
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1 (6) Buyer's insurance policies covering all appurtenances
2 to the above-described premises, with loss payable clauses
3 to LaVern O. Strong and Alda M. Strong, husband and wife,
4 and second, to Joseph Burden and Kathryn L. Burden, husband
5 and wife, and thirdly, to Buyer herein.

6 (7) Assignment from the Buyer to the Sellers of Permit
7 No. 36-7033.

8 (8) Assignment from the Buyer to the Sellers under Water
9 Permit No. 36-7164.

10 The escrow agent is instructed that upon receipt of payment under
11 Paragraph 2(d) of this contract to make the payment as received
12 from the Buyer in accordance with the Strong Contract which is
13 attached to this document and marked as Exhibit "B", and
14 incorporated herein as if set forth in full.

15 (c) To make the payments to John Hancock Mutual Life Insurance
16 Company as said payments are received in this escrow.

17 (d) To pay over to the Sellers all other sums paid in accordance
18 with the terms of this agreement by mailing the same to the
19 Sellers at: 500 South Alameda Street, Compton, California.

20 (e) Costs of Escrow: The initial escrow fees charged by escrow
21 holder shall be paid one-half by the Sellers and one-half by the
22 Buyer. The annual collection charges and escrow fees shall be
23 paid by the Sellers.

24 (f) The escrow agent is hereby appointed by Buyer, and the Guarantors
25 of the Guarantee attached hereto, as their agent and attorney in fact
26 to accept service of Summons and Complaint on behalf of Buyer and/or
27 Guarantors in any action brought by Buyers to enforce this Contract
28 of Sale and/or the Guarantee attached hereto.

29 7. PRE-PAYMENT. During the period of this contract, Buyer shall have
30 the right to pre-pay any or all sums due hereunder at any time without
31 penalty. Any such pre-payment in excess of the amount annually due under
32 this contract shall be credited first

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1 to the accrued interest and then the balance to be subtracted from
2 the end of the contract.

3 8. TITLE INSURANCE. It is agreed by and between the parties
4 hereto that Sellers shall furnish to Buyer a policy of title
5 insurance at the date of closing written in the amount of
6 \$280,000.00, subject to the mortgages above-mentioned, and also
7 subject to all easements and rights of way of record and taxes
8 accruing after January 1, 1972. Upon delivery of the title
9 insurance from the Sellers to the Buyer, the Buyer shall have
10 thirty (30) days within which to object to any exception listed
11 in said policy other than those heretofore mentioned in this
12 paragraph. In the event that any defect in title is raised by
13 the Buyer, the Sellers shall have a reasonable length of time
14 in which to correct the objection.

15 9. TAXES. Real property taxes and assessments for the year
16 1972 and thereafter shall be assumed and paid by the Buyer
17 herein.

18 10. INSURANCE. Buyer will carry fire insurance protection
19 for the improvements on the premises in the amount of their
20 reasonable value in a fire insurance company acceptable to Sellers
21 and Buyer herein, which policy shall insure the parties and the
22 mortgagee as their interest may appear. Such fire insurance
23 policy shall be payable first to LaVern and Alda M. Strong, husband
24 and wife, and second to Joseph Burden and Kathryn L. Burden, with
25 any remainder being in favor of Buyer. The policy of fire insurance
26 shall be held by the escrow agent named herein.

27 11. POSSESSION. Buyer shall be entitled to possession of
28 the premises on or after April 1, 1972.

29 It is specifically agreed by and between Sellers hereto
30 that a portion of the above-described premises, known as the Sand
31 Placer area, a description of which is attached hereto as Exhibit
32 "C" and by specific reference adopted as though fully set forth

1 herein, has been released from the John Hancock Life Insurance Company
2 mortgage above mentioned. LaVern Strong and Alda M. Strong, husband and
3 wife, and Joseph L. Burden and Kathryn L. Burden, husband and wife, by
4 Memorandum Agreement dated the 22nd day of September, 1970, agreed that
5 they will release acreage from the ranch beginning in the Sand Placer area
6 for the sum of \$500.00 per acre. It is agreed that Buyer herein shall be
7 a third-party beneficiary to such agreement. Burden will release the same
8 acres that Strong releases for the additional sum of \$300.00 per acre.
9 Upon Buyer's paying to LaVern Strong and Alda M. Strong the sum of \$500.00
10 per acre, and paying to Joseph L. Burden and Kathryn L. Burden, husband
11 and wife, an additional \$300.00 per acre, Sellers and Strong agree to provide
12 partial and appropriate mortgage releases for each acre sought to be released.
13 The Buyer agrees to pay all costs incident in the preparation of any mortgage
14 release requested, and the Buyer further agrees to pay any sums requested by
15 John Hancock Insurance Company as consideration for the release of additional
16 mortgaged lands.

17 It is understood and agreed that partial releases will be sought
18 first in the area which has been previously subdivided, known as the Sand
19 Placer area. It is further understood and agreed that the acreage so released
20 shall not be so located in relation to the remaining property subject to this
21 Contract of Sale so that the release thereof would materially decrease the
22 value or marketability of the remaining property.

23 It is further understood and agreed that the Buyer shall furnish to
24 the Sellers adequate legal description sufficient to satisfy John Hancock Life
25 Insurance Company prior to the Sellers obtaining requested releases.

26 All transactions under this Subsection No. 11 shall be pursuant to the
27 Trust Agreement attached hereto as Exhibit "D" and which is by specific
28 reference adopted as though fully set forth at length herein.

29 It is further understood and agreed for all amounts of money
30 received under this provision of this contract shall be applied directly to
31 the outstanding principal balance due and owing under the provisions of this
32 contract, and such payments, when so applied, shall be in addition to all

1 other payments due under this contract)

2 12. GRAVEL PITS. It is understood by and between Buyer and Sellers
3 herein that there is located upon the property described in Subsection 1
4 above certain gravel pits. It is expressly agreed that Buyer may immediately
5 begin removing gravel from said gravel pits, said gravel to be sold or used
6 as Buyer deems fit. In the event of default by Buyer herein, Sellers agree
7 that they shall have no claim against Buyer for any gravel which has been
8 excavated and used or sold by Buyer. Seller disclaims and has never made
9 any warranty concerning the quantity, quality, ability to excavate, or any
10 other aspect relating to said gravel pits.

11 13. WATER RIGHTS. It is expressly understood and agreed by and between
12 the parties hereto that Joseph L. Burden presently holds Application for
13 Water Permit No. 36-7033 in the amount of 50 c.f.s. of water. An
14 application for extension of time to put this water to beneficial use is
15 pending before the Director of Water Administration.

16 It is further understood and agreed that Burden presently holds
17 Application for Water Permit 36-7164 from the State of Idaho Department of
18 Water Administration for 50 c.f.s. of water, and proof of beneficial use
19 of said water must be made by Burden prior to April 1, 1974.

20 It is further specifically agreed by and between Sellers hereto
21 that prior to the release of any funds from escrow or trust, the Sellers
22 shall: (a) transfer their rights in Application for Water Permit No.
23 36-7033 to the Buyer; (b) transfer their water rights in Application
24 for Water Permit No. 36-7164 to the Buyer; (c) obtain permission from
25 the proper Idaho State agency or Federal agency as required to perfect the
26 transfer of the water permit in the "Lower Crystal Springs" in the total
27 amount of 100 c.f.s. of water; (d) Sellers agree to obtain the
28 necessary easements for crossing the Snake River with a pipeline from the
29 appropriate governmental agency.

30 Upon performance of the foregoing conditions by the Sellers,
31 LeMoyne Realty shall release all funds which are held in trust.

32 14. CONDITION PRECEDENT. It is expressly agreed by and between Buyer

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1 and Sellers herein that Sellers obtaining all of the documents referred to
2 in Paragraph 13 above is a condition precedent to performance of this
3 contract by Buyer. In the event Sellers are unable to obtain any of the
4 documents referred to in Paragraph 13 above, ^{Buyer may elect} ~~neither Buyer nor Seller shall~~
5 ~~Not to be obligated under this contract. IF Buyer elects~~
6 ~~be further obligated under this contract.~~
7 ~~Not to be obligated under this contract THEN seller shall not be~~
8 ~~obligated under this contract.~~
9 15. PIPELINE. It is understood by and between the parties hereto that

10 approximately \$50,000.00 will be required to put a pipeline across the
11 Snake River for the delivery of at least 50 c.f.s. of water from Crystal
12 Springs to the above-described property. Seller has made no representations
13 concerning the cost of said pipeline and Buyer has independently satisfied
14 himself concerning the accuracy of the estimated cost. The pipeline will
15 be installed and paid for upon installation by Buyer, or in the alternative,
16 Buyer shall deposit the sum of \$50,000.00 into escrow with the above-
17 mentioned escrow agent, on or before October 1, 1972, to be applied to the
18 payment of said pipeline when installed and operational. The Buyer
19 further agrees to enter into a contract with Northwest Crane, Rigging &
20 Transport Company, a copy of which is attached hereto as Exhibit "E," to
21 put a pipeline long enough and sufficient in diameter to carry at least
22 50 c.f.s. of water from Crystal Springs across the Snake River to the
23 above-described property and to have said construction completed on or before
24 the first day of October, 1972.

25 16. GENERAL COVENANTS. In addition to the covenants and agreements
26 by Buyer herein set forth, Buyer further agrees that so long as any part
27 of this contract is unpaid, they will:

28 (a) Not commit waste upon the premises or allow or permit
29 any mechanic's or materialman's liens to become liens upon
30 said premises.

31 (b) Pay when due and not permit to become delinquent, any
32 and all taxes and assessments lawfully imposed as a charge
upon said premises.

1 17. ACCELERATION, FORFEITURE AND RE-POSSESSION. So long as
2 Buyer performs all of the duties and agreements herein assumed by them,
3 they shall have peaceful and quiet possession of the premises subject
4 hereto, but in the event Buyer fails to make any payments herein required
5 or otherwise by act or omission breach any of the agreements and covenants
6 herein contained, then it shall be the option of the Sellers:

7 (a) To declare all of the unpaid balance of this contract
8 immediately due and payable and to bring action for the
9 collection of the same, together with foreclosure of the
10 vendor's lien in any Court of competent jurisdiction; or,

11 (b) To declare this contract terminated and all of the Buyer's
12 interest in said premises wholly forfeited, to retain all
13 payments heretofore received and/or paid into escrow hereunder
14 as liquidated damages, to demand and receive from the escrow
15 agent all of the papers, and to enter into and to take
16 possession and title of all of the property subject to this
17 contract, (including said pipeline and all other improvements
18 installed by Buyer), which possession interest in improvements
19 the Buyer agrees peacefully to yield.

20 Provided, however, before either of the remedies of Sellers
21 shall be exercised, Sellers shall give Buyer written notice specifying
22 Buyer's default or delinquency in giving Buyer a period of thirty (30)
23 days from the time of service of such notice to correct the default or
24 delinquency so specified, except as hereinafter provided. In this connection,
25 notice of default or delinquency shall be deemed properly given and mailed to
26 Buyer at Crystal Springs Ranch, Inc., Route 4, Buhl, Idaho, and to the
27 guarantors as follows:

28 LeRoy Bylund
29 Crystal Springs Ranch, Inc.
30 Route 4
31 Buhl, Idaho 83316

32 J. W. Helth
275 Court Street
Elko, Nevada

and,

1 Otto Lynn
2 Route 1
3 Hagerman, Idaho 83332

4 In the event of any default or delinquency of Buyer
5 pursuant to Paragraph (a) or (b) above, Sellers shall have and
6 recover from Buyer attorney's fees and other expenses reasonably
7 incurred by Sellers in preparation and service of any notice herein
8 provided, or the collection of any funds, or the obtaining of
9 possession of any of the property subject to this contract,
10 whether with or without suit.

11 18. ASSIGNMENT. Sellers making this sale to Buyer are relying
12 upon the integrity and ability of the Buyer to perform the terms of
13 the contract as herein provided, and Buyer shall not be permitted
14 to assign its interest in the contract, real property or water
15 rights passing hereunder, without first obtaining the written
16 permission from Sellers.

17 19. OTHER MAINTENANCE CHARGES. Sellers shall pay and
18 discharge all unpaid taxes, assessments, water assessments, and
19 other charges prior to January 1, 1972, unless otherwise specifi-
20 cally provided for in this agreement.

21 20. BINDING EFFECT UPON HEIRS AND ASSIGNS. The terms and
22 conditions of this agreement shall extend to and be binding upon
23 the heirs, successors, assigns, executors and administrators of
24 the respective parties hereto.

25 IN WITNESS WHEREOF, the parties have hereunto set their
26 hands the day and year of this agreement first above written.

27 Joseph L. Burden
28 JOSEPH L. BURDEN

29 Kathryn L. Burden
30 KATHRYN L. BURDEN

"Sellers"

CRYSTAL SPRINGS RANCH, INC.

By: CW Helbo

Its: President

31 ATTEST:

32 Otto Lynn
Secretary

36 7104
"Buyer"

1 STATE OF IDAHO)
2 County of Twin Falls) ss.

3 On this 31 day of March, 1972, before me, a Notary
4 Public in and for said State, personally appeared JOSEPH L. BURDEN
5 and KATHRYN L. BURDEN, husband and wife, known to me to be the
6 persons who executed the foregoing instrument, and duly acknowledged
7 to me that they executed the same.

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

11 Robert C. Lane
12 NOTARY PUBLIC IN AND FOR IDAHO
13 Residing at: Twin Falls

14 (SEAL)

15 STATE OF IDAHO)
16 County of Twin Falls) ss.

17 On this 31 day of March, 1972, before me, a Notary
18 Public in and for said State, personally appeared J. W.
19 Heath, known to me to be the President
20 of CRYSTAL SPRINGS RANCH, INC., the cor-
21 poration described in and which executed the within instrument,
22 who duly acknowledged to me that he executed the foregoing
23 instrument on behalf of the said corporation.

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

27 Robert C. Lane
28 NOTARY PUBLIC IN AND FOR IDAHO
29 Residing at: Twin Falls

30 (SEAL)

EXHIBIT "A"

Crystal Springs Ranch inventory as of 3-3-72.

- 1 Wisconsin motor and pump.
- 2 four wheel rubber tired wagons
- 1 sorting and conveyor table for apples
- 1 Case 3 point hitch disc
- 1 Case 3 point hitch corrugator
- 1 285 gallon gas tank and pump
- 1 rubber tired 2 wheel weed sprayer and pump with gas motor
- 1 1962 Dodge $\frac{1}{2}$ ton pickup #1181232073
- 1 840 Ford tractor #EAF 6015-J
- 1 1966 Ford Diesel Tractor Model 5,000 #C-5NE6015B
- 1 1966 Ford mowing machine
- 1 1966 Ford 3 bottom two way plow Model 129
- 1 Speco Super #12 land plane #LS21123
- 1 Allis Chalmers 6 $\frac{1}{2}$ ' all crop drill
- 1 Post hole auger
- 1 Tractor mounted post driver
- 1 Phosphate spreader
- 1 3 point hitch V type ditcher
- 1 Tool bar with spring shanks
- 1 Spring tooth harrow 3 point hitch
- 1 8' tandem disc, pull type
- 1 roll over scraper
- Miscellaneous tools and supplies
- 1 Allis Chalmers skip loader

EXHIBIT "B"

REAL PROPERTY MORTGAGE

THE MORTGAGOR, OREN A. DIAMOND, whose wife is Gayle R. Diamond, of Santa Barbara, California, mortgage to LAVERN STRONG and ALDA M. STRONG, husband and wife, of Filer, Idaho, the MORTGAGEES, that real property in Twin Falls County, Idaho, described on Exhibit A attached hereto and made a part hereof.

TOGETHER with all hereafter acquired right, title and interest of the Mortgagor herein, and the possession, rents, issues, profits and income thereof, and all easements, appurtenances, tenements, hereditaments, water and water rights, ditches and ditch rights and privileges now or hereafter appurtenant or belonging to or used in connection with the premises or any part thereof.

This is a purchase money mortgage being an encumbrance on the real property hereinabove described which was conveyed to Oren A. Diamond by warranty deed of LaVern Strong and Alda M. Strong, husband and wife. This mortgage is to secure payment of the principal sum of \$127,321.67, being a part of the purchase price, with interest from December 1, 1966, at the rate of five and one-half percent (5-1/2%) per annum payable in annual installments of \$8,000.00 beginning on the 1st day of January, 1968, and a like installment on the 1st day of January each consecutive year thereafter until the principal balance with interest is paid in full and with the final installment due January 1, 2005.

Mortgagor covenants and agrees to defend this mortgage as a first mortgage lien upon the above described premises against the claims, lawful or otherwise, of all persons whatsoever; to pay prior to delinquency all taxes, liens, assessments and governmental levies against the mortgaged premises no waste and nothing that lessens the value of the premises or impairs or endangers the validity of the insurance policies thereon.

If Mortgagor fails to pay taxes, liens, assessments or governmental levies against the mortgaged premises in the manner above provided, or to pay encumbrances against the premises, Mortgagees may at their option pay

1 the same; all sums expended by Mortgagees for any such purposes, together
2 with interest thereon at eight percent (8%) per annum from dates of payment,
3 shall be at once due and payable to Mortgagees from the Mortgagor, be a
4 lien upon said premises and be secured by this mortgage.

5 Time is material and of the essence hereof, and if default be
6 made by Mortgagor in the payment of the debt hereby secured, or interest,
7 or in the performance of any of their covenants herein, or in the event of a
8 sale or transfer of the mortgaged premises by the Mortgagor, then in any
9 of said cases, the balance of unpaid principal, with accrued interest, and
10 all of the indebtedness hereby secured, shall at Mortgagees' election, become
11 immediately due, without notice, and this mortgage may be foreclosed. In
12 any suit to foreclose this mortgage, or any suit or proceedings which
13 Mortgagees may defend to protect the lien hereof, Mortgagor agrees to pay
14 a reasonable sum of attorney's fees, and further agree to pay the reasonable
15 costs of searching the records and abstracting the same as may necessarily
16 be incurred in foreclosing this mortgage or in defending the same, which
17 sums shall be secured hereby and included in the decree of foreclosure.

18 Mortgagees' omission to enforce their rights upon a breach of
19 Mortgagor of the terms of this mortgage or of the note secured thereby or
20 on Mortgagor's default in the performance of any of his covenants herein,
21 shall not require the Mortgagees to give notice to Mortgagor that they will
22 thereafter demand strict performance or be a waiver of the power to enforce
23 such rights immediately upon the occurrence of any subsequent breach or
24 default.

25 IN WITNESS WHEREOF, the Mortgagor has executed this
26 instrument this _____ day of _____, 1966.

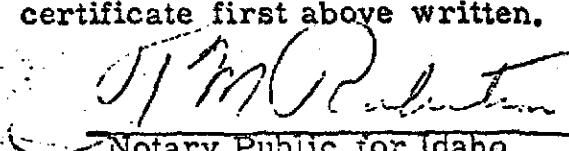
27
28 
29 Oren A. Diamond

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31 36 7164
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1 STATE OF IDAHO }
2 County of Twin Falls } ss.
3

4 On this 18 day of October, 1966, before me, the
5 undersigned, a Notary Public in and for said County and State, personally
6 appeared OREN A. DIAMOND, known to me to be the person who executed
7 the foregoing instrument and acknowledged to me that he executed the same.

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

10 
11 Notary Public for Idaho
12 Residing at Twin Falls, Idaho.
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All that part of Lots 9, and 10 in Section 17 and Lots 10, 13, 14, and 15 in Section 18, Township 9 South Range 16 East of the Boise Meridian, Twin Falls County, Idaho, lying North and below the South rim of Snake River; That portion of Lots 3 and 5 of Section 18, Township 9 South, Range 16 East of the Boise Meridian, lying North of and below the Rim of Snake River Canyon; Lots 5, 6, and 7 in Section 11, Township 9 South Range 15, East of the Boise Meridian; The Jim Cross claim comprising the Lots 5 and 6 of Section 11 in Township 9 South Range 15 East of the Boise Meridian and the Rosa Bell claim comprising the Lot 7 of said Section 11 and the Salt Grass and Sand Placer Mining Claims, designated by the Surveyor General as Survey No. 2693, embracing a portion of Sections 11 and 12, said Township and Range, bounded, described and platted as BEGINNING for the description of the Salt Grass Placer claim, at corner No. 1 a pine post five feet long, five inches square, marked SG-1-2693, in mound of rock, from which the quarter corner between Sections 11 and 12 in Township 9 South, Range 15 East of the Boise Meridian, bears North 69°5' East 504.7 feet distant;

Thence first course, South 67°38' East 509.8 feet intersect the East line of the Southeast Quarter of Section 11 in Township 9 South, Range 15 E., B.M., at South 374.2 feet from the East quarter corner of said Section 1268.9 feet intersect the North line of the S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 12, said Township and Range, 1303 feet to corner No. 2 a pine post five feet long, five inches square, marked SG-2 SP 2 -2693, in mound of rocks;

Thence Second course, North 9°10' East 13.03 feet intersect the North line of said S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 12, 430 feet to corner No. 3 a pine post five feet long, marked SG3-SP 1-2693, in mound of earth;

Thence Third course, North 64°20' West 1406.8 feet to corner No. 4 a pine post five feet long, marked SG 4-2693;

Thence Fourth course, South 35' West 357.67 feet intersect the North line of said SE $\frac{1}{4}$ of Section 11 at North 89°59' West 469.61 feet from the East quarter corner 538 feet to corner No. 1 the place of beginning.

BEGINNING, for the description of the Sand placer claim at corner No. 1, identical with corner No. 3 of said Salt Grass Placer Claim, from which said Quarter Section corner bears North 72°35' West 840.5 feet distant;

Thence First course, South 9°10' West 416.97 feet intersection the North line of said S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 12, at North 89°45' West 581.35 feet from the Northeast corner, 430 feet to Corner No. 2, identical with corner No. 2 of said Salt Grass Placer claim;

Thence Second course, South 64°2' East 648.95 feet intersect the East line of said S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 12, at South 294.46 feet from the Northeast corner, also intersect the West line of the Lot 6 of said Section 12, 1324.7 feet to corner No. 3 a pine post five feet long marked SP-3-2693, in mound of rock;

Thence Third Course, North 25°30' East 460 feet to corner No. 4 a pine post five feet long, marked SP-4-2693, in mound of earth;

Thence Fourth course, North 65°57' West 882.14 feet intersect the West line of said Lot 6 of Section 12, 1446 feet to Corner No. 1, the place of beginning, EXPRESSLY, EXCEPTING AND EXCLUDING from these premises all that portion of the ground hereinbefore described embraced in said SE $\frac{1}{4}$ of Section 11 and the S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ and said Lot 6 of Section 12.

AND, NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 14, Township 9 South Range 15 East of the Boise Meridian, Twin Falls County, Idaho. Lot 10 in Section 7 and Lot 12 in Section 18, in Township 9 South, Range 16 East of the Boise Meridian. The NE $\frac{1}{4}$ SW $\frac{1}{4}$ the N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11, the SW $\frac{1}{4}$ SW $\frac{1}{4}$ and the S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ in Section 12, all in Township 9 South, Range 15 East of the Boise Meridian, AND, the SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ and Lots 6, 7 and 8 in Section 12, Township 9 South, Range 15 East of the Boise Meridian, ALL in Twin Falls County, Idaho.

Diamond

King

33 7164

EXHIBIT "B"

PROMISSORY NOTE

\$127,321.67

October 28, 1966

FOR VALUE RECEIVED, I, promise to pay to the order of
LAVERN O. STRONG and ALDA M. STRONG, One Hundred Twenty-
Seven Thousand, Three Hundred Twenty-One and 67/100 Dollars, in
lawful money of the United States of America, at the Twin Falls
Bank & Trust Company, Twin Falls, Idaho, in installments payable as
follows:

\$8,000.00 annually, beginning on the 1st day of January,
1968, and on the 1st day of January of each and every consecutive
year thereafter, and the balance of principal on the 1st day of January,
2005, together with interest thereon from December 1, 1966, until
paid at the rate of 5-1/2% per annum, included in the annual installment
and said annual installments to be credited first to interest and then
to principal.

In case of default in any of the payments as herein stipulated,
then it shall be optional with the legal holder of this note to declare the
entire principal sum hereof due and payable, and proceedings may at
once be instituted for the recovery of the same by law, with accrued
interest and costs, including reasonable attorneys' fees.

Payments may be made by makers at any time in any amount
without penalty after January 1, 1967.

The makers, sureties, grantors and endorsers hereof
severally waive presentment for payment, protest, notice of protest
and nonpayment of this note.


Oren A. Diamond

ASSIGNMENT SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED, I hereby sell, assign and transfer unto OREN A. DIAMOND, all of my right, title and interest in and to 160 shares of the capital stock of the Twin Falls Canal Company, standing in the name of Lavern Strong, on the books of the said corporation evidenced by Certificate No. 18829, and do hereby irrevocably constitute and appoint an authorized officer or agent of said corporation as attorney to transfer the said stock on the books of said corporation with full power of substitution in the premises.

DATED October 27, 1966.

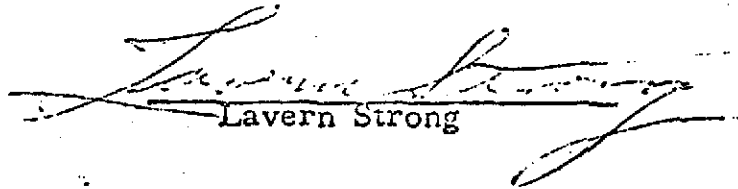

Lavern Strong

EXHIBIT "C"

Portions of Section 11, Township 9 South, Range 15 East, Boise Meridian, Twin Falls County, Idaho; based on the U.S. Government Dependent Resurvey as approved by the U.S. Surveyor General on April 17, 1918; more specifically described as follows:

All of Lot 5, Lot 6 and Lot 7 of said Section 11, including all of the Salt Grass and Sand Placer Claim Survey No. 2693 included in said Lot 7; and all of the land embraced in the Salt Grass and Sand Placer Claim Survey No. 2693 located in the Northeast Quarter, Northeast Quarter, Southeast Quarter (NE $\frac{1}{4}$, NE $\frac{1}{4}$, SE $\frac{1}{4}$) of said Section 11.

Portions of Section 12, Township 9 South, Range 15 East, Boise Meridian, Twin Falls County, Idaho; based on the U. S. Government Dependent Resurvey as approved by the U. S. Surveyor General on April 17, 1918; more specifically described as follows:

All of the land embraced by the Salt Grass and Sand Placer Claim Survey No. 2693 located within said Section 12.

Dollars,

12-----

RECEIVED

EXHIBIT "D"

TRUST AGREEMENT

THIS AGREEMENT, made and entered into this 31 day of _____, by and among JOSEPH L. BURDEN and KATHRYN L. BURDEN, husband and wife, hereinafter called "Sellers," CRYSTAL SPRINGS RANCH, INC., hereinafter called "Buyer," and TWIN FALLS BANK & TRUST COMPANY, hereinafter called "Trustee,"

W I T N E S S E T H:

1. That Sellers are the owners of certain real property in Twin Falls County, Idaho, described as follows:

All that part of Lots 9 and 10 in Section 17, and Lots 10, 13, 14, and 15 in Section 18, Township 9 South, Range 16 East of the Boise Meridian, Twin Falls County, Idaho, lying North and below the South rim of Snake River; That portion of Lots 3 and 5 of Section 18, Township 9 South, Range 16 East of the Boise Meridian, lying North of and below the Rim of Snake River Canyon; Lots 5, 6, and 7 in Section 11, Township 9 South, Range 15 East of the Boise Meridian; The Jim Cross claim comprising the Lots 5 and 6 of Section 11 in Township 9 South, Range 15 East of the Boise Meridian and the Rosa Boll claim comprising the Lot 7 of said Section 11 and the Salt Grass and Sand Placer Mining Claims, designated by the Surveyor General as Survey No. 2693, embracing a portion of Sections 11 and 12, said Township and Range, bounded, described and platted as

BEGINNING for the description of the Salt Grass Placer claim, at corner No. 1 a pine post five feet long, five inches square, marked SG-1-2693, in mound of rock, from which the quarter corner between Sections 11 and 12 in Township 9 South, Range 15 East of the Boise Meridian, bears North 69°5' East 504.7 feet distant;

THENCE first course, South 67°38' East 509.8 feet intersect the East line of the Southeast Quarter of Section 11 in Township 9 South, Range 15 E.B.M., at South 374.2 feet from the East quarter corner of said Section 1268.9 feet intersect the North line of the S 1/2 NW 1/4 SW 1/4 of Section 12, said Township and Range, 1303 feet to corner No. 2 a pine post five feet long, five inches square, marked SG-2-SP 2-2693, in mound of rocks;

THENCE Second course, North 9°10' East 13.03 feet intersect the North line of said S 1/2 NW 1/4 SW 1/4 of Section 12, 430 feet to corner No. 3 a pine post five feet long, marked SG-3-SP 1-2693, in mound of earth;

THENCE Third course, North 64°20' West 1406.8 feet to corner No. 4 a pine post five feet long, marked SG-4-2693;

THENCE Fourth course, South 35' West 357.67 feet intersect the North line of said SE 1/4 of Section 11 at North 89° 59' West 469.61 feet from the East quarter corner 538 feet to corner No. 1 the place of beginning.

BEGINNING, for the description of the Sand placer claim at corner No. 1, identical with corner No. 3 of said Salt Grass Placer Claim, from which said Quarter Section corner bears North 72°35' West 840.5 feet distant;
THENCE First course, South 9°10' West 416.97 feet intersection the North line of said S 1/2 NW 1/4 SW 1/4 of Section 12, at North 89°45' West 581.35 feet from the Northeast corner, 430 feet to Corner No. 2, identical with corner No. 2 of said Salt Grass Placer claim;
THENCE Second course, South 64°2' East 648.95 feet intersect the East line of said S 1/2 NW 1/4 SW 1/4 of Section 12, at South 294.46 feet from the Northeast Corner, also intersect the West line of the Lot 6 of said Section 12, 1324.7 feet to corner No. 3 a pine post five feet long marked SP-3-2693, in mound of rock;
THENCE Third course, North 25°30' East 460 feet to corner No. 4 a pine post five feet long, marked SP-4-2693, in mound of earth;
THENCE Fourth course, North 65°57' West 882.14 feet intersect the West line of said Lot 6 of Section 12, 1446 feet to Corner No. 1, the place of beginning, EXPRESSLY, EXCEPTING AND EXCLUDING from these premises all that portion of the ground hereinbefore described embraced in said SE 1/4 of Section 11 and the S 1/2 NW 1/4 SW 1/4 and said Lot 6 of Section 12.

AND, NE 1/4 NE 1/4 of Section 14, Township 9 South, Range 15 East of the Boise Meridian, Twin Falls County, Idaho. Lot 10 in Section 7 and Lot 12 in Section 18, in Township 9 South, Range 16 East of the Boise Meridian. The NE 1/4 SW 1/4 the N 1/2 SE 1/4, SE 1/4 SE 1/4 of Section 11, the SW 1/4 SW 1/4 and the S 1/2 NW 1/4 SW 1/4 in Section 12, all in Township 9 South, Range 15 East of the Boise Meridian, AND, the SE 1/4 SW 1/4, SW 1/4 SE 1/4 and Lots 6, 7 and 8 in Section 12, Township 9 South, Range 15 East of the Boise Meridian, ALL in Twin Falls County, Idaho.

2. Upon the execution of this agreement, Sellers shall convey to the Trustee by Warranty Deed the real property hereinabove last described and shall transfer any shares of the capital stock of the Twin Falls Canal Company appurtenant to said property to the Trustee.

3. It is agreed that the real property hereinabove last described shall be held in trust by the Trustee for the benefit of Buyer and Sellers pursuant to the terms and conditions hereinafter set forth. The Trustee will hold the title to said property in trust for the purposes of dealing, conveying, receiving payments for and otherwise handling the property as a whole or in lots or

1 parcels. All sales made by Buyer of property held in the name of
2 Trustee shall be for cash, lawful money of the United States of
3 America and each conveyance shall be for an area of one acre or
4 more and the Trustee shall receive \$500.00 per acre to be applied
5 to the Strong Contract and \$300.00 to be applied to the Sellers'
6 contract attached hereto, which is a total of \$800.00 per acre,
7 and shall be exclusive of the selling costs including but not
8 limited to: title insurance and real estate commission. The
9 Trustee will be instructed in writing by Buyer or its authorized
10 representative of the description of the real property and water
11 right to be conveyed and the names of the Grantees. The Trustee
12 is hereby granted full power to do all actions necessary to
13 accomplish the purposes of this trust. The Trustee is authorized
14 to act in accordance with such instructions as it may receive from
15 any officer of Buyer, subject however, to the terms and conditions
16 of this trust agreement herein set forth. Buyer agrees to follow
17 an orderly plan for the development of the real property and agrees
18 with Sellers not to demand from the Trustee conveyance of scattered
19 and disconnected or isolated parcels.*

20 4. The Trustee is further authorized to sign and file for
21 record at the request of Buyer, restrictions and a plat for the
22 real property but said restrictions shall not terminate the sale
23 or occupancy of said property on account of race, color or creed.

24 5. Buyer agrees that it will fully pay, indemnify,
25 protect, save and hold harmless the Trustee and Sellers from any
26 and all suits, claims, demands, judgments, costs and expenses,
27 including attorneys' fees and other obligations and liabilities of
28 every kind and nature that the Trustee or Sellers may for any reason
29 or at any time suffer, sustain, incur or expend by reason of or in
30 connection with this trust or the administration thereof otherwise
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1 than through their own misconduct or willful neglect. And it is
2 further provided that the Trustee and Sellers shall not be required
3 to pay or attend to the payment of any claims, liens or encumbrances
4 including but not limited to taxes, income, inheritance or estate
5 taxes, or special assessments against the trust property other
6 than from the proceeds received and available hereunder for such
7 payment and shall not attend to any assessment or valuation of the
8 property but all such services shall be performed and all expenses
9 borne by Buyer.

10 6. It is further understood and agreed that the Trustee
11 shall not be required to commence or defend any suit in connection
12 with this trust or the trust property until there shall have been
13 paid to the Trustee a sum of money sufficient in its judgment to
14 pay all costs thereunder including attorneys' fees and a reasonable
15 compensation to the Trustee for its services and the time of the
16 officers and employees of the Trustee in connection therewith.

17 7. All instruments affecting any property included in this
18 trust shall be executed solely by the Twin Falls Bank & Trust Com-
19 pany, as Trustee. The Trustee shall not be obligated to warrant
20 title to any property sold or conveyed by it except as against the
21 act of the Trustee only. Any deeds executed by the Trustee shall
22 be made subject to any taxes, assessments, liabilities or obliga-
23 tions against said property.

24 8. It is understood and agreed between the parties hereto
25 that all funds arising and accruing from the sale of any of the
26 property held under this trust shall be paid to the Trustee and
27 thereafter disbursed by the Trustee as follows:

28 (1) To the payment of the costs, title insurance
29 fees, expenses, charges, damages and advances, if any,
30 of the Trustee;
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1 (2) To the payment of Sellers as follows:

2 (a) All funds received by the Trustee to the
3 extent of \$800.00 per acre or the equivalent shall be
4 applied in the amount of \$500.00 to the Strong Contract
5 and \$300.00 to the Sellers' contract which is attached
6 hereto.

7 All disbursements may be paid by the check of the Trustee.

8 9. An owner's policy of title insurance in regular form
9 then in use shall be issued in connection with each conveyance by
10 the Trustee and charged as an expense under Paragraph 8 above. The
11 Trustee may procure title insurance from any title insurance company
12 it may select, including the company for which it is acting as an
13 agent.

14 10. The accounting records of the Trustee shall at all
15 reasonable times be opened to the inspection of Buyer and Sellers.
16 Buyer and Sellers shall be entitled to statements from the Trustee
17 showing all the receipts and disbursements and charges made in
18 connection with this trust.

19 11. All advertising by Buyer or its representative shall
20 clearly show that Buyer is the author thereof, and the Trustee and
21 Sellers shall not be liable for any statements or representations
22 made therein.

23 12. It is made one of the terms and conditions of the
24 trust that any party dealing with the Trustee shall not be obligated
25 to ascertain whether or not the Trustee has exceeded its power from
26 any act it may perform or cause to be performed incident or in
27 connection with the management, control, sale, disposal or other-
28 wise handling said property or to see to the proper handling,
29 application or disbursement by the Trustee of any funds paid to
30 the Trustee.

1 13. The interests of Buyer and Sellers in this trust are
2 personal property and Buyer and Sellers have not and shall not
3 at any time have any right, title or interest in or to the
4 property covered thereby and shall not and have not any right to
5 apply for or secure the dissolution or termination of this trust
6 or the partition or division of any of the trust property in any
7 manner, except as provided herein. The sole right of Buyer and
8 Sellers is to enforce the performance of the terms of this trust
9 as expressly set forth.

10 14. Buyer further agrees to pay and discharge when and
11 as the same shall become due and payable all liens to contractors,
12 materialmen, mechanics, laborers and others at any time which may
13 be imposed upon the said trust property through any act of Buyer
14 or its agents, and further agree to protect the Trustee and hold
15 it harmless against any loss, claim, damage or expense on account
16 of any such lien which it may incur by virtue of acting as Trustee
17 under this trust and because of any sales agreements and conveyances
18 made by the Trustee pursuant to the provisions hereof.

19 15. No assignment or transfer of any interest of any
20 party hereunder at any time shall be valid and binding upon the
21 Trustee until an executed original of the assignment or other
22 instrument evidencing the transfer has been filed with and accepted
23 by the Trustee and the Trustee's assignment fee paid therefor,
24 excepting only where such interest may pass or be transferred by
25 decree or order of court and then only upon satisfactory proof of
26 the regularity and validity of the proceedings in such manner being
27 presented to the Trustee, and the fees of the Trustee's attorney
28 for passing thereon having been paid.

29 16. This contract and all of the provisions hereof shall
30 be binding upon and accrue to the benefit of the heirs, successors,
31 personal representatives and assigns of the parties hereof.

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1 17. Sellers have entered into this contract relying on the
2 integrity and ability of Buyer and in the event of any assignment
3 by Buyer of its interest in this agreement, then Buyer shall remain
4 personally liable to Sellers and the Trustee for damages or liabili-
5 ties caused by Sellers by reason of any breach hereof or other acts
6 or things done or omitted to be done by any of such assignees or
7 subsequent assignees of such interest.

8 IN WITNESS WHEREOF, the Buyer and Sellers have hereunto
9 set their hands and seals, and the Trustee has caused this agreement
10 to be executed by its officer in Twin Falls, Idaho, on the date
11 first above written.

12 Joseph L. Burden
13 JOSEPH L. BURDEN

14 Kathryn L. Burden
15 KATHRYN L. BURDEN

"Sellers"

16 CRYSTAL SPRINGS RANCH, INC.

17 By: J. W. Helth

18 Its: President

19 ATTEST:

20 Alta Lynn
21 Secretary

"Buyer"

22 Le Roy Bylund
23 LEROY BYLUND

24 J. W. Helth
25 J. W. HELTH

26 Otto Lynn
27 OTTO LYNN

"Individually"

28 TWIN FALLS BANK & TRUST COMPANY

29 By: _____

30 Its: _____

"Trustee"

NORTHWEST CRANE, RIGGING & TRANSPORT COMPANY
 ROUTE #3 - TWIN FALLS, IDAHO 83501 - Phone 733-1234

TO: Lloyd Lyford

Otto Lyman

J. H. North

DATE: March 20, 1972

DATE

With Alfred, President of Northwest Crane, Rigging and Transport Company, hereby acknowledge to give a pipeline not to exceed 30" diameter and 1500' length across land owned by the Oregon Springs to the Jordan Ranch for an amount not to exceed 125,000 exclusive of pipe, within 60 working days from date of award of bid on job site. Work completed prior to be no later than September 30, 1972.

SIGNED

[Signature]

SIGNED

FORM AVAILABLE FROM GRAVAC CO., INC.
 312 THIRD AVE., BURLIN 22, N. Y.

PERSON ADDRESSED RETURN THIS COPY TO SENDER

EXHIBIT "E"

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1 Sale, and that Crystal Springs will duly, faithfully and punctually keep,
2 observe, and perform all of the covenants, terms, and conditions of the said
3 Contract of Sale.

4 In the performance of this Guaranty, Guarantors will, on demand of
5 Sellers pay Sellers any amounts as to which Crystal Springs may be in default
6 to Sellers, whether by acceleration, or otherwise, under the terms of said
7 Contract of Sale, and that Guarantors will perform any of the terms, covenants,
8 and conditions as to which Crystal Springs may be in default to Sellers under
9 the terms and provisions of said Contract of Sale.

10 3. This Guaranty shall be construed as an absolute, continuing,
11 and unlimited guaranty of payment and performance of any liability of
12 obligation of Crystal Springs by and under the terms of said Contract of Sale
13 without regard to the regularity, validity or enforceability of any liability
14 or obligation of Crystal Springs thereunder.

15 4. Guarantors, without affecting their liability to Sellers
16 hereunder, consent and authorize Sellers to do any or all of the following,
17 upon such terms as Sellers in their sole discretion may deem advisable.

18 A. Give grace and indulgence in the collection of the
19 payment of any sum or sums due or to become due under said Contract of Sale
20 or in the performance of any of the terms or provisions thereof;

21 B. Renew, extend, accelerate or otherwise change the payment
22 of any sum or sums due or to become due under said Contract of Sale, or for
23 the performance of any of the terms, provisions, covenants or conditions
24 therein contained;

25 C. Change, modify or alter the terms, provisions, covenants,
26 or conditions contained in said Contract of Sale, and agree to the compromise
27 of any claim against the Guarantors, arising from said Contract of Sale;

28 D. Take and hold security from Crystal Springs for the
29 payment of the sums due or to become due under the terms of said Contract of
30 Sale, and for the performance of the terms, provisions, covenants, and
31 conditions therein contained, and exchange, enforce, waive, and release such
32

1 security;

2 E. Apply such security and direct the order and manner of
8 sale thereof as Sellers in their sole discretion may determine;

4 F. Without notice, assign this Guaranty, in fully or in
5 part, without waiving Sellers' rights hereunder or relieving the Guarantors
6 of their obligations hereunder.

7 5. Guarantors expressly waive the following:

8 A. All presentments or demands for performance or notices
9 of non-payment or non-performance or default in the terms and provisions of
10 said Contract of Sale, or any other presentments, demands or notices,
11 similar or dissimilar, excepting such notice of default as required under
12 paragraph 17 of said Contract of Sale;

13 B. Notice of acceptance of this Guaranty, and all matters
14 relating thereto.

15 6. Guarantors waive any right to require Sellers to:

16 A. Proceed first, or at any time against Crystal Springs;

17 B. Proceed against or exhaust any security held by Crystal
18 Springs;

19 C. Pursue any other remedy in Sellers' power whatsoever.

20 Upon any default of Crystal Springs under said Contract of Sale,
21 Sellers may proceed directly and immediately, without notice, except that
22 required under paragraph 17 of said Contract of Sale, against Guarantors to
23 collect the full amount hereby guaranteed, or any portion thereof, without
24 first proceeding, or at any time proceeding against Crystal Springs, or any
25 other party, and without foreclosing upon, selling, or otherwise disposing
26 of or applying any property subject to said Contract of Sale.

27 7. Guarantors expressly waive, for the greatest period allowed
28 by law, the benefit of any statute of limitations affecting their liability
29 hereunder or the enforcement thereof. Guarantors further waive any defense
30 arising by reason of any defense of any nature whatsoever to the liability
31 of Crystal Springs hereunder, except any such defense as relates only to
32 proving the payment in full of all amounts due under said Contract of Sale,

1 and the full and complete performance by Crystal Springs of its obligations
2 under the terms of said Contract of Sale against a claim to the contrary.

3 8. Until all indebtedness of Crystal Springs to Sellers under
4 the terms of said Contract of Sale shall have been paid in full and until
5 all other obligations of Crystal Springs thereunder shall have been fully
6 discharged:

7 A. Guarantors shall be and remain obligated to Seller
8 hereunder;

9 B. Guarantors shall have no right of subrogation and Guarantors
10 waive any right to enforce any remedy which Sellers have or may hereafter have
11 against Crystal Springs;

12 C. Guarantors waive the benefit of any right to participate
13 in any security now or hereafter held by Sellers for performance by Crystal
14 Springs of its obligations;

15 D. Specifically, and without limitation of any waivers
16 contained in this Guaranty, Guarantors hereby waive any rights or defenses
17 given or predicated upon the provisions of California Code of Civil
18 Procedure, Sections 580(a), 580(b), 580(d), and 726, California Civil Code,
19 Sections 2809, 2810, 2845, and 2849, and California Uniform Commercial Code,
20 Sections 3601, 3604, 3605, and 3606, and with equal specificity, Guarantors
✓ 21 hereby waive any rights or defenses given or predicated upon any similar
22 provisions contained in the laws or codes of the State of Idaho, or any other
23 state or jurisdiction where any action is commenced to enforce the terms hereof.

24 Guarantor specifically agrees that the foreclosure of any security
25 given to Sellers by Crystal Springs, whether by non-judicial proceedings or
26 by judicial foreclosure, shall not operate as a bar to or preclude Sellers
27 from enforcing Guarantors' obligations and liabilities hereunder, including
28 without limitation, the recovery of a judgment for any deficiency remaining
29 after the proceeds of any such foreclosure sale are applied to the indebtedness
30 or obligations due or owing from Crystal Springs to Sellers.

31 9. In the event of default, any indebtedness of Crystal Springs
32 now or hereafter owed to Guarantors is hereby subordinated to the

1 indebtedness of Crystal Springs to Sellers.

2 10. Guarantors further represent, covenant, and warrant to Sellers
3 as follows:

4 A. The execution and delivery of this Guaranty instrument
5 and the performance of the provisions hereof will not result in the breach
6 or termination of, constitute a default under, or result in the creation of
7 any lien, charge, or encumbrance upon any of Guarantors' property or assets
8 pursuant to any other agreement or instrument to which Guarantors are parties,
9 either individually or collectively.

10 B. This Guaranty is supported by adequate consideration;

11 C. Nothing exists to impair the effectiveness of the
12 liability of Guarantors to Sellers hereunder, or the immediate taking effect
13 of this Guaranty as the sole agreement between Guarantors and Sellers with
14 respect to guaranteeing the obligations of Crystal Springs under said Contract
15 of Sale.

16 11. Guarantors agree to pay reasonable attorneys' fees and all
17 other costs and expenses which may be incurred by Sellers in the enforcement
18 of this Guaranty.

19 12. This Guaranty shall be binding upon Guarantors, their
20 successors and assigns forever and shall inure to the benefit of Sellers,
21 their successors and assigns.

22 13. The Guarantors, individually and/or collectively, hereby
23 expressly appoint Twin Falls Bank & Trust Company, Main Offices located in
24 Twin Falls, Idaho, as their agent and Attorney in Fact, pursuant to the terms
25 of said Contract of Sale, executed concurrently herewith, to accept Service of
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36 7164

1 Summons and Complaint on behalf of the Guarantors, individually and/or
2 collectively, in any action brought by Sellers to enforce the terms of this
3 Guaranty.

4 IN WITNESS WHEREOF, Guarantors have executed this Guaranty on the
5 _____ day of March, 1972.

6 GUARANTORS:

7
8 _____
9 LeRoy Bylund

10 _____
11 J. W. Helth

12 _____
13 Otto Lynn

14 CONSENT TO GUARANTY:

15 In the event any of the above-named Guarantors are married persons, their
16 respective wife(ves) hereby consent and join in making this Guaranty to the
17 extent of their joint or community assets.

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1 STATE OF IDAHO)
2 County of Twin Falls) ss.

3 On this 31 day of March, 1972, before me, a Notary
4 Public in and for said state, personally appeared LeROY BYLUND,
5 J. W. HELTH, and OTTO LYNN, known to me to be the persons who
6 executed the foregoing instrument, and duly acknowledged to me
7 that they executed the same.

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

11 
12 NOTARY PUBLIC IN AND FOR IDAHO
13 Residing at: Twin Falls

14 (SEAL)
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MEETING OF THE BOARD OF DIRECTORS AND CORPORATE OFFICERS
OF CRYSTAL SPRINGS RANCH, INC.

Twin Falls, Idaho

July 19, 1972

A meeting of the Board of Directors and Corporate Officers of Crystal Springs Ranch, Inc., was held on July 19, 1972, in the office of corporate attorney, Robert C. Paine. In attendance were Roy Bylund, Vice-President, Otto Lynn, Secretary and Treasurer, and Robert C. Paine. President and Chairman of the Board Wes Helth was contacted by telephone in Elko, Nevada, agreed to the meeting of the Board of Directors and Corporate Officers, and was fully informed of all business conducted during the meeting. President Wes Helth confirmed by telephone that he agreed to all of the business conducted at said corporate meeting.

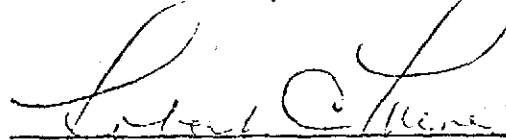
Upon motion duly made by Vice-President Roy Bylund, and seconded, the following Resolution was passed:

"BE IT RESOLVED that Joseph Burden and Kathryn L. Burden be immediately issued 250 shares of capital stock in Crystal Springs Ranch, Inc."

The issuance of the said 250 shares of capital stock to Joseph Burden and Kathryn L. Burden was then discussed. Mr. Paine, corporate attorney, was instructed to draw any agreements between Crystal Springs Ranch, Inc., and Joseph L. Burden and Kathryn L. Burden, which in his opinion are deemed necessary.

The execution of all the necessary agreements, documents and the stock certificate by any of the Corporate Officers to bind the Corporation was authorized.

All business having been concluded, the meeting was adjourned.



Corporate Attorney

ATTEST:

Vice-President

EXHIBIT "B"

RECORDED
INDEXED
JUL 24 1972
CLERK

NUMBER
4

SHARES
250

INCORPORATED UNDER THE LAWS OF THE STATE OF IDAHO

CRYSTAL SPRINGS RANCH, INC.

Authorized Capital Stock \$300,000 — Par Value \$100 Per Share

This Certifies that JOSEPH L. BURDEN & KATHRYN L. BURDEN *the owner of*
Two Hundred Fifty----- *fully paid and non-assessable Shares*
of the Capital Stock of CRYSTAL SPRINGS RANCH, INC.

*transferable only on the books of the Corporation by the holder hereof in person or by
duly authorized Attorney upon surrender of this Certificate properly endorsed.*

In Witness Whereof, the said Corporation has caused this Certificate to be signed
by its duly authorized officers and to be sealed with the Seal of the Corporation
this 19th day of July A.D. 1972

SECRETARY

Henry B. Lund
PRESIDENT

PARRY, ROBERTSON, DALY & LARSON

LAWYERS

THE IDAHO FIRST NATIONAL BANK BUILDING

P. O. BOX 525

TWIN FALLS, IDAHO 83301

August 17, 1972

TELEPHONE
(208) 733-3722

R. P. PARRY
T. M. ROBERTSON
JOHN H. DALY (1913-1952)
BERT LARSON
C. G. MCINTYRE
JOHN R. COLEMAN
THOMAS G. NELSON
JOHN A. ROSHOLT
FRED D. DECKER
ROBERT C. PAINE

Mr. R. Keith Higginson
Executive Director
Department of Water Administration
State House, Annex 2
Boise, Idaho 83707

Re: Crystal Springs Ranch, Inc.

Dear Keith:

Enclosed herewith please find a copy
of a letter dated August 16, 1972, which we have
this date received from J-U-B Engineers, Inc.,
regarding the survey of Crystal Springs Ranch,
Inc.

Sincerely,

Rob Paine
ROBERT C. PAINE

RCP/bb
Enclosure

MICROFILMED

RECEIVED

AUG 18 1972

CS 7164

Department of Water Administration



J-U-B ENGINEERS, INC.

149 Third Avenue East

Twin Falls, Idaho 83301
August 16, 1972

Telephone: 733-2414

AUG 17 1972

Robert C. Paine, Attorney-at-Law
Parry, Robertson, Daly & Larson
Idaho First National Bank Bldg.
Twin Falls, Idaho 83301

AA
31788
JUL 18 1972

Dear Rob:

This letter is to inform you that we have checked the inlet and head works being constructed by Roy Bylund for his fish farm near Crystal Springs. We found that the entire head works lies within Lot 12 of Section 12, T.9S., R.15E., B.M..

Our original survey was based on a field survey and is represented on a drawing entitled Application For Relocation Of Pipeline Easement. Portions of our calculations and platting of the drawing are based on the Government Land Office plats on record with the B.L.M..

It was our suggestion to Mr. Bylund that we perform an as-built survey of the facilities as constructed after the project is complete. This will be in a month or two and something we will do at our convenience.

We appreciate the opportunity to be of service to Mr. Bylund and your firm.

Yours truly,

J-U-B Engineers, Inc.

John J. Straubhar, P.E.

John J. Straubhar, P.E.

JJS/cs

c.c. Roy Bylund

36 7164

MICROFILMED

STATE OF IDAHO

DEPARTMENT OF WATER ADMINISTRATION



Cecil D. Andrus
Governor

R. Keith Higginson
Director

Statehouse - Annex 2
Boise, Idaho 83707
(208) 384-2215

Water Rights Administration
Water Resource Investigations
Dam and Reservoir Safety
Water Well Drilling
Waste Disposal Wells
Stream Channel Protection

August 10, 1972

Parry, Robertson, Daly & Larson
P. O. Box 525
Twin Falls, Idaho 83301

Gentlemen:

Attached herewith is your Receipt No. 8699 in the amount of \$ 2.00
for copies of permits

which was received in this office under the above date.

Very truly yours,

M. RUSSELL BOSCH
Administrative Assistant

36 7164

MRB:ejw

Enclosure

MICROFILMED

File 36-7164

ckh

FARRY, ROBERTSON, DALY & LARSON

LAWYERS

THE IDAHO FIRST NATIONAL BANK BUILDING

P. O. BOX 525

TWIN FALLS, IDAHO 83301

August 7, 1972

R. P. FARRY
T. M. ROBERTSON
JOHN H. DALY (1912-1968)
BERT LARSON
C. G. MCINTYRE
JOHN R. COLEMAN
THOMAS G. NELSON
JOHN A. ROSHOLT
FRED D. DECKER
ROBERT C. PAINE

Department of Water Administration

TELEPHONE
(208) 733-3722

Mr. R. Keith Higginson
Executive Director
Department of Water Administration
State House, Annex 2
Boise, Idaho 83707

Re: Crystal Springs Ranch, Inc.

Dear Keith:

Thank you very much for your letter of August 3, 1972.

Prior to entering into any construction, Harry LeMoyné, for Joseph Burden, had JUB Engineers survey the area. After receiving your letter, I immediately went to JUB and they feel certain that they can certify that all of the springs from which Crystal Springs Ranch is taking water are within Lot 12. They plan tomorrow to go down and make their investigation.

My understanding is that their original survey was based upon the U. S. Geological Survey Topographical maps of that area which were completed in 1950 and the re-survey which was conducted subsequent to that time. I am not much of an engineer, but it is my understanding that there is a North Quarter Corner in Lot 12. From that North Quarter Corner they can establish coordinates for all of the springs and determine from that coordinates whether the springs are within Lot 12. If they are correct and find that all of the springs are within Lot 12, they will supply us with a certification to that effect and we will immediately forward a copy of that certification to you.

36 7164

MICROFILMED 36 7164

Mr. R. Keith Higginson

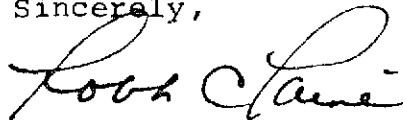
August 7, 1972

Page 2

Please be advised by this letter that we are immediately investigating the possibility that some of the springs from which we are taking water are in Lot 11 and we will advise you of our findings as soon as we have them.

Thank you very much for calling this problem to our attention in your letter of August 3rd. Your help is greatly appreciated.

Sincerely,


ROBERT C. PAINE

RCP/bb

MICROFILMED

36 7164

August 8, 1972

Mr. Robert C. Paine
Parry, Robertson, Daly & Larson
Lawyers
The Idaho First National Bank Building
P. O. Box 525
Twin Falls, Idaho 83301

Dear Mr. Anderson:

Enclosed herewith are the permit copies you requested: Re: 36-7164
and 36-7033.

The fee for these copies is \$2.00 which you may remit to this office.

Very truly yours,

ELLENOR J. WOODS
Records Supervisor

EJW/cf

Enclosure

36 7164

RECEIVED
AUG 14 1972

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STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION

In the Matter of Water)
)
Permit Nos. 36-7033) AFFIDAVIT OF JOSEPH BURDEN
)
AND 36-7164)

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

JOSEPH BURDEN, being first duly sworn on oath, says:

1. I am JOSEPH BURDEN and the matters testified to herein are within my own personal knowledge and I am competent to testify thereto.

2. I purchased that real property which is known as Crystal Springs Ranch in the County of Twin Falls, Idaho, and correctly described in the affidavit of LeRoy Bylund filed in the above-captioned matter for the sum of \$325,000 with no water rights thereon.

3. Subsequent to purchasing Crystal Springs Ranch, I filed for water permit Nos. 36-7033 and 36-7164.

4. After filing for the above-mentioned permits, I contacted Mr. Thorleif Rangen of Buhl, Idaho, for the purpose of investigating the construction of fish ponds on Crystal Springs Ranch and for the purpose of appropriating and developing the waters provided for in the above-mentioned permits. Mr. Rangen referred me to Jack Chipmann, who was in the employ of Mr. Rangen. I retained Mr. Chipmann for the purpose of developing the said water rights.

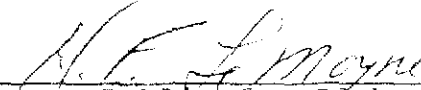
5. Mr. Chipmann did begin on the design for the development

1 of the water rights. At approximately the same time Mr. Chipmann
2 began work, I suffered approximately a two million dollar loss in
3 another business venture. For that reason I told Mr. Chipmann to
4 wait on the development of the water rights.

5 6. As a result of things not related to the Crystall Springs
6 Ranch, I lost interest in said ranch, and for that reason I deter-
7 mined to sell it. I have entered into an agreement with Crystal
8 Springs Ranch, Inc., to sell the property to them for the sum of
9 \$280,000 with water rights. This constitutes a monetary loss of
10 at least \$45,000 to me on this transaction.

11 
12 Joseph Burden

13 Subscribed and sworn to before me this 31 day of July, 1972.

14 
15 Notary Public for Idaho
16 Residing at: Twin Falls, Idaho
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August 4, 1972

Re: Permits No. 36-7164 & 36-7033

Crystal Springs Ranch, Inc.
Buhl,
Idaho 83316

Gentlemen:

Enclosed is an Order approving the conveyance of the above referenced permits to you. The assignments have been recorded and the Department's records changed accordingly.

If we may be of assistance at any time, please contact us.

Sincerely,

BOBBY D. FLEENOR
Assistant Director

BDF:DR
Enc: Order

cc: Joseph L. Burden
Box 321, Twin Falls, Idaho
Enc: Copy of Order

38 7164

MICROFILMED

BEFORE THE DIRECTOR

OF THE

IDAHO DEPARTMENT OF WATER ADMINISTRATION

In the Matter of Water)
Permit Nos. 36-7033 and)
36-7164)

ORDER

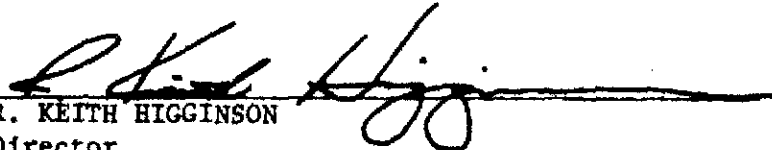
On July 17, 1972, the Idaho Department of Water Administration issued an order directing Joseph L. Burden and other interested parties on or before September 15, 1972, to show cause, if any they have, why Permit Nos. 36-7033 and 36-7164 should not be cancelled for failure to comply with conditions of those permits.

The permit holder, through his attorneys, submitted numerous affidavits to this department for the purpose of showing that the permits were not obtained for speculative purposes. In addition, a petition to allow the transfer of permits 36-7033 and 36-7164 was filed by the permit holder. The department has reviewed those affidavits and petition and considers them an adequate showing, as required by the order to show cause.

Therefore, based upon those affidavits, it is ordered and this does order that the transfer by Joseph L. Burden of Permit Nos. 36-7033 and 36-7164 to Crystal Springs Ranch, Inc., an Idaho corporation, be and the same is hereby approved.

It is further ordered that the order to show cause issued on July 17, 1972, be and the same is hereby quashed.

Dated this 3rd day of August, 1972.


R. KEITH HIGGINSON
Director

36-7164

August 3, 1972

Mr. Robert C. Paine
Parry, Robertson, Daly & Larson
Lawyers
The Idaho First National Bank Building
P. O. Box 525
Twin Falls, Idaho 83301

Dear Bob:

Enclosed is an order approving the conveyance of permits 36-7033 and 36-7164 to the Crystal Springs Ranch, Inc.

In order that there be no future misunderstanding and feeling on your part that the department has approved activities of Crystal Springs Ranch, I feel I should call your attention to what appears to be a discrepancy in the description of the point of diversion. Both permits 36-7033 and 36-7164 provide for diversion of water in Lot 12, SE1/4NW1/4, Section 12; Township 9 South, Range 15 East, B.M. I'm enclosing a copy of the survey plat on which I have drawn an outline of Lot 12 in red.

From a recent field examination, it has been reported to us that some of the construction activity is taking place within Lot 11. You should be aware that the Idaho Fish & Game Department, in its recent Application 36-7256, has filed to appropriate 100 second feet of water from Crystal Springs from within Lots 11, 12, and 13. It would appear, therefore, that they may have a prior filing to any application for amendment, which you will need to file in the event that our information is correct and you are developing springs in Lot 11. I felt that I should call this to your attention so that you would not assume that our silence could be interpreted as approval of any change in point of diversion which you may have made.

Very truly yours,

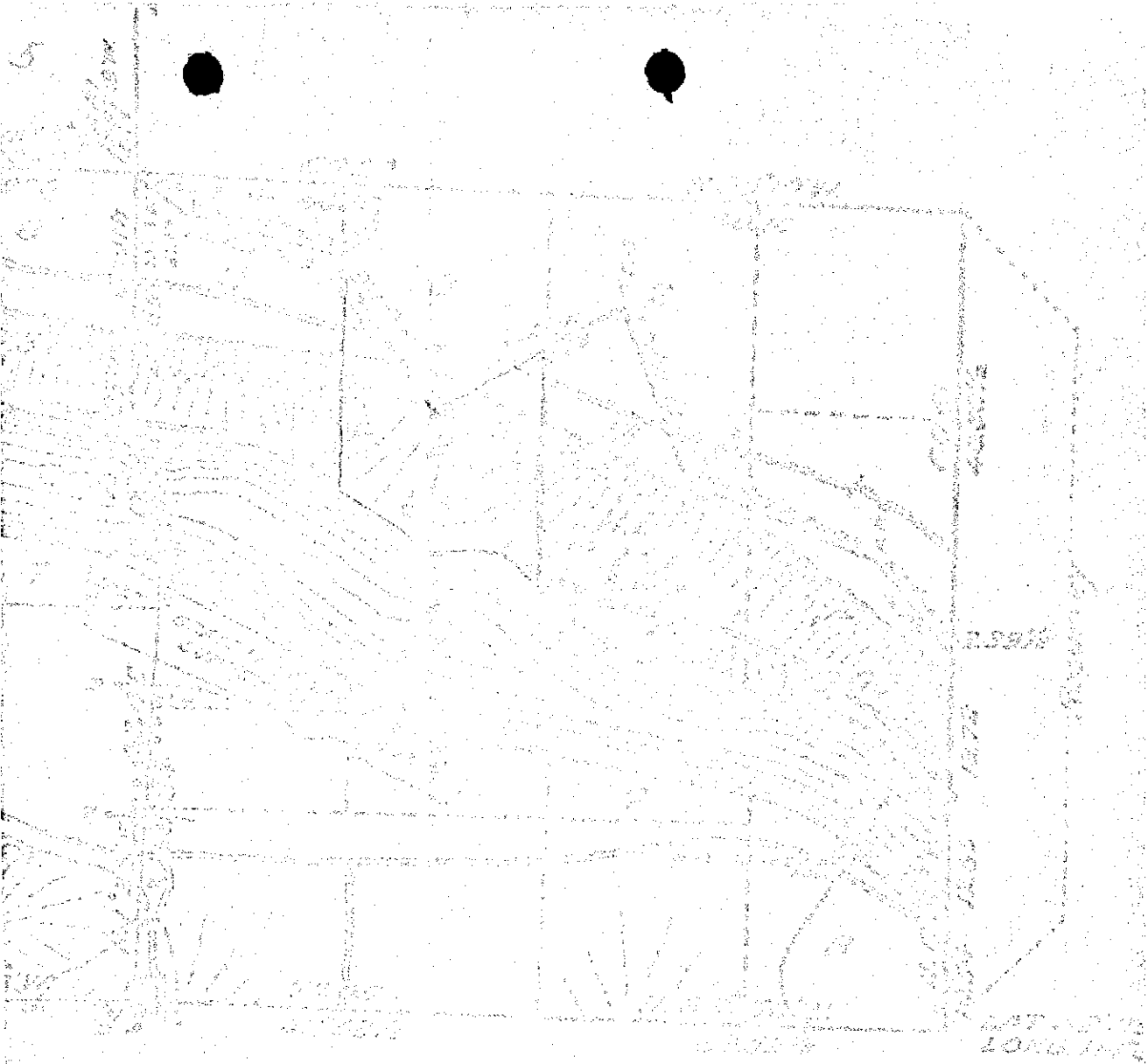
R. KEITH HIGGINSON
Director

RKH:mjl

cc: Mr. Robert Haines, District Engineer
Idaho Department of Water Administration
1041 Blue Lakes Blvd. North
Twin Falls, Idaho 83301

Encs: 2 Ord. - 1 Copy - P1 -

36 7164



36 7164

PARRY, ROBERTSON, DALY & LARSON

LAWYERS

THE IDAHO FIRST NATIONAL BANK BUILDING

P. O. BOX 525

TWIN FALLS, IDAHO 83301

TELEPHONE
(208) 733-3722

R. P. PARRY
T. M. ROBERTSON
JOHN H. DALY (1913-1969)
BERT LARSON
C. G. MCINTYRE
JOHN R. COLEMAN
THOMAS G. NELSON
JOHN A. ROSHOLT
FRED D. DECKER
ROBERT C. PAINE

July 27, 1972

Mr. R. Keith Higginson
Executive Director
Department of Water Administration
State House, Annex 2
Boise, Idaho 83707

Dear Keith:

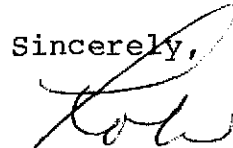
At the close of our meeting on Wednesday, July 26, Mr. Higer suggested that an application for a privilege transfer be made prior to the department approving the transfer.

After checking with Bob Haynes, it would appear that there is no standard form for application for a privilege transfer. Therefore, please find enclosed herewith a petition for authorization to approve the transfer of water permits Nos. 36-7033 and 36-7164 to Crystal Springs Ranch, Inc. If the enclosed petition is improper or you wish something further, please advise and we will immediately comply.

We have contacted Mr. Burden and he has authorized us to file the petition in his behalf. This procedure will expedite this matter.

Thank you again for all of your help and cooperation in this matter.

Sincerely,


ROBERT C. PAINE

RCP:cs

MICROFILMED

36 7164

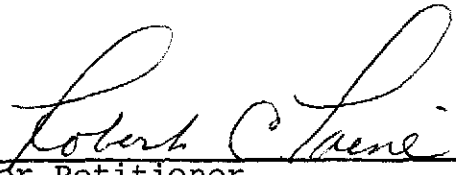
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BEFORE THE DIRECTOR OF THE
DEPARTMENT OF WATER ADMINISTRATION OF
THE STATE OF IDAHO

In the Matter of Water)
Permits Nos. 36-7033) PETITION
and 36-7164)

COMES NOW, JOSEPH L. BURDEN, by and through the law firm,
Parry, Robertson, Daly & Larson, and petitions the Department of
Water Administration for the State of Idaho, for authorization to
transfer water permits Nos. 36-7033 and 36-7164 to Crystal Springs
Ranch, Inc., an Idaho corporation.

The above petition is made and based upon all of the files
and records contained in the above captioned cause.


For Petitioner

MICROFILMED

36 7164

36-7164

PARRY, ROBERTSON, DALY & LARSON

LAWYERS

R. B. PARRY
T. M. ROBERTSON
JOHN H. DALY (1913-1968)
BERT LARSON
C. G. MCINTYRE
JOHN R. COLEMAN
THOMAS G. NELSON
JOHN A. RUSHOLT
FRED D. DECKER
ROBERT C. PAINE

ATTORNEYS AT LAW

15.00.000.000

TWIN FALLS, IDAHO 83301

July 21, 1972

TELEPHONE
(208) 733-3722

Mr. Steve Allred
Department of Water Administration
State of Idaho
State House, Annex 2
Boise, Idaho 83707

Re: Crystal Springs Ranch, Inc.
Water Permits Nos. 36-7033 and 36-7164

Dear Steve:

Enclosed herewith please find a copy of the letter which I sent to Mr. Higginson today. That letter contains the information which I spoke with you about by telephone.

After our telephone conversation, I contacted Mr. LeMoyne's secretary in Salmon, Idaho, and dictated an affidavit to her for Mr. Burden's signature. She stated that she would type the affidavit today and give it to Mr. LeMoyne, who will in turn take it to Mr. Burden for examination and signature if he finds it to be correct.

The affidavit contains the same information which is outlined in the letter to Mr. Higginson. Mr. LeMoyne anticipated that he would be back in Twin Falls on Monday, and should have the signed affidavit with him at that time. Therefore, you should have the signed affidavit on your desk by Tuesday or Wednesday.

Your help and cooperation in this matter is appreciated.

Sincerely,

Robert C. Paine
ROBERT C. PAINE

RCP/bb

Enclosure

MICROFILMED

36 7164

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1

Robert C. Puno

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

2

INSURED NO.

DATE DELIVERED

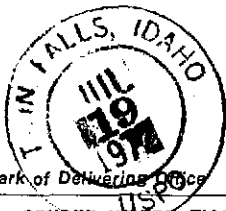
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36 7164

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STATEHOUSE - ANNEX #2

BOISE, IDAHO 83707

33 7160

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INSURED NO.

2

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7/19/72

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36 7000

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TO**

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STATEHOUSE - ANNEX #2
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RECEIPT

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CERTIFIED NO.

23813

1

Joseph Burden

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

INSURED NO.

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Diane Ronaema

DATE DELIVERED

JUL 19 1972

3

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38 7100

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TO**

DEPARTMENT OF WATER ADMINISTRATION
STATEHOUSE - ANNEX #2
BOISE, IDAHO 83707

36 7164

Order to Show Cause dated July 17, 1972, sent by certified mail to the following
on July 18, 1972:

Joseph L. Burden, Box 321, Twin Falls, Idaho #23813

Robert C. Paine, Parry, Robertson, Daly & Larson,
P.O. Box 525, Twin Falls, Idaho #23814

Crystal Springs Ranch, Inc., Buhl, Idaho #23815

By *Darlene Seach*

MICROFILMED

33 1169

BEFORE THE DIRECTOR
OF THE
IDAHO DEPARTMENT OF WATER ADMINISTRATION

In the Matter of Permit Nos.)
36-7033 and 36-7164, in the)
name of JOSEPH L. BURDEN)

ORDER TO SHOW CAUSE

Permit Nos. 36-7033 and 36-7164 were granted to Joseph L. Burden, Box 321, Twin Falls, Idaho, on December 8, 1969 and September 22, 1971 respectively. These permits provide for diversion of 50 second feet of water each from Crystal Springs, at a point of diversion within Lot 12 (SENW) Section 12; Township 9 South, Range 15 East, B.M. The water is to be diverted from the springs and conveyed by pipeline across the channel of the Snake River and used for fish propagation purposes in the SE1/4SW1/4, Section 12; Township 9 South, Range 15 East, B.M.

Permit No. 36-7033 was granted with the following conditions:

"This permit is specifically granted upon the condition that it not be assigned nor sold to another party without the written concurrence of the Department of Water Administration. Failure to receive such concurrence from the department will be deemed as an admission that the permit was obtained for the purpose of speculation or delay, and will be cause for immediate cancellation of the permit."

Permit No. 36-7164 was granted with similar language as follows:

"That the application and permit not be assigned by the applicant without first securing the approval of the Director of the Department of Water Administration. Violation of this condition will cause the permit to become void and of no further force or effect."

MICROFILMED

36 7164

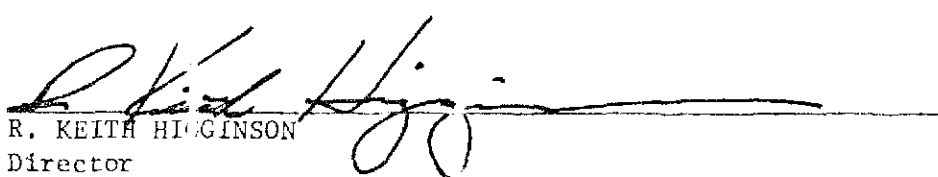
The purpose of including these conditions in the two permits was to prevent the applicant from filing to appropriate the water for speculative or delay purposes, which is prohibited under the provisions of Section 42-203, Idaho Code.

It is the interpretation of this department that "speculation" as it relates to applications for a water permit is intended to prevent an applicant from filing for water without personally intending to develop that water through his own effort and financing. We feel that the legislative intent was to prohibit individuals from making a profit from the mere filing of an application without any real effort on his part to put the water to beneficial use.

On July 5, 1972, the department received assignments, whereby Joseph L. Burden and his wife purport to transfer their right, title, and interest in Permits 36-7033 and 36-7164 to the Crystal Springs Ranch, Inc. These assignments appear to be in violation of the conditions of granting these two permits.

It is therefore ordered, and the permit holder and all other parties having an interest in the permits are notified that they should show cause, if any there be, by affidavit submitted to the department on or before September 15, 1972, why said permits should not be cancelled.

Dated this 17th day of July, 1972


R. KEITH HIGINSON
Director

36 7164

MICROFILMED

PARRY, ROBERTSON, DALY & LARSON

LAWYERS

R. P. PARRY
T. M. ROBERTSON
JOHN H. DALY (1913-1968)
BERT LARSON
C. G. MCINTYRE
JOHN R. COLEMAN
THOMAS G. NELSON
JOHN A. ROSHOLT
FRED D. DECKER
ROBERT C. PAINE

THE IDAHO FIRST NATIONAL BANK BUILDING

P. O. BOX 525

TWIN FALLS, IDAHO 83301

July 3, 1972

TELEPHONE
(208) 733-3722

RECEIVED

JUL 5 1972

Department of Water Administration

Mr. Keith Higginson
Executive Director
Department of Water Administration
State House, Annex 2
Boise, Idaho 83707

Re: Crystal Springs Ranch, Inc.

Dear Keith:

Enclosed herewith please find the original
Assignments of Water Permits No. 36-7164 and No.
36-7033, executed by Joseph L. Burden and wife,
Kathryn Burden, to Crystal Springs Ranch, Inc.

Sincerely,

Robert C. Paine
ROBERT C. PAINE

RCP/bb

Enclosures

MICROFILMED

36 7164

RECEIVED

JUN 16 1972

Department of Water Administration
TELEPHONE
(208) 733-3722

PARRY, ROBERTSON, DALY & LARSON

LAWYERS

THE IDAHO FIRST NATIONAL BANK BUILDING

P. O. BOX 525

TWIN FALLS, IDAHO 83301

June 15, 1972

R. P. PARRY
T. M. ROBERTSON
JOHN H. DALY (1913-1968)
BERT LARSON
C. G. MCINTYRE
JOHN R. COLEMAN
THOMAS G. NELSON
JOHN A. RUSHOLT
FRED O. DECKER
ROBERT C. PAINE

3DF

Mr. R. Keith Higginson
Executive Director
Department of Water Administration
State House, Annex 2
Boise, Idaho 83707

Re: In the Matter of Application for
Permits Nos. 36-7033 and 36-7164
Joseph L. Burden

Dear Mr. Higginson:

Enclosed herewith please find the withdrawal
of the protest filed in the above-captioned matter by
Mr. Hepworth.

We have completed the applications for the
transfer of Mr. Burden's permits to Crystal Springs
Ranch, Inc. We have sent them to Mr. Burden for his
signature. As soon as we have received them, we will
forward the same to you for your consideration.

If you have any questions concerning this
matter, please advise. Thank you for all of your help
in this matter.

Sincerely,


ROBERT C. PAINE

RCP/bb

Enclosure

RECORDED

36 7164

RECEIVED

Department of Water Administration

1 HEPWORTH, NUNGESTER & FELTON
2 1020 Main, Buhl, Idaho 83316
3 Tel. No. 208-543-4368
4 Attorneys for Clear Springs Trout Sales, Inc.
5 and Farmers National Bank, Buhl, Idaho
6
7
8
9

10 BEFORE THE DEPARTMENT OF WATER ADMINISTRATION
11 OF THE
12 STATE OF IDAHO

13 IN THE MATTER OF)
14 PERMIT NO. 36-7033 and)
15 NO. 36-7164) WITHDRAWAL OF PROTEST
16 Issued in the name of)
17 JOSEPH L. BURDEN.)

18 COMES NOW Clear Springs Trout Sales, Inc., by and through
19 John C. Hepworth, a corporate officer in and attorney for said
20 corporation, and the Farmers National Bank, Buhl, Idaho, by and
21 through its attorney of record, John C. Hepworth, and withdraws
22 their protest to Water Permit No. 36-7033 and Permit No.36-7164,
23 heretofore filed by petitioner herein on March 14, 1972.

24 CLEAR SPRINGS TROUT SALES, INC.

25
26 By: John C. Hepworth
27 John C. Hepworth, Secretary
28 FARMERS NATIONAL BANK, BUHL, IDAHO

29
30 By: John C. Hepworth
31 John C. Hepworth, Attorney
32

RECEIVED

June 13, 1972 CERTIFIED MAIL

Re: Permits No. 36-7033 & 36-7164

Mr. Joseph L. Burden #23730
Box 321
Twin Falls, Idaho 83301

Dear Mr. Burden:

Enclosed please find a Memorandum Decision and Order in connection with the above referenced permits.

You will note that the time within which to submit proof of beneficial use under Permit No. 36-7033 has been extended to April 1, 1974.

We wish to bring to your attention the last paragraph of the Memorandum Decision and Order whereby you are ordered to show cause on or before August 12, 1972, why said permits should not be cancelled.

Very truly yours,

C. STEPHEN ALLRED
Deputy Director

36 7164

CSA:DR

Enc: Memorandum Decision and Order

Copy of Petition to Cancel

cc: Harry F. LeMoyné #23731

John C. Hepworth #23732

MICROFILMED

SENDER: Be sure to follow instructions on other side

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S)
(Additional charges required for these services)

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RECEIPT

Received the numbered article described below

REGISTERED NO.	SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
CERTIFIED NO. 23730	1 Joseph L. Borden By Emma M. Borden
INSURED NO.	2 Joseph L. Borden By Emma M. Borden
DATE DELIVERED 6-14-72	3 SHOW WHERE DELIVERED (Only if requested, and include ZIP Code)

Please file
36-7164

SENDER: Be sure to follow instructions on other side

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S)
(Additional charges required for these services)

☐ Show to whom, date and address
where delivered

☐ Deliver ONLY
to addressee

RECEIPT

Received the numbered article described below

REGISTERED NO.	SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
CERTIFIED NO. 23731	1 LeMorne Realty
INSURED NO.	2 SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
DATE DELIVERED 6, 14, 72	3 SHOW WHERE DELIVERED (Only if requested, and include ZIP Code)

SENDER: Be sure to follow instructions on other side

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S)
(Additional charges required for these services)

☐ Show to whom, date and address
where delivered

☐ Deliver ONLY
to addressee

RECEIPT

Received the numbered article described below

REGISTERED NO.	SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
CERTIFIED NO. 23732	1 John C. Hepworth
INSURED NO.	2 SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
DATE DELIVERED 6/14/72	3 SHOW WHERE DELIVERED (Only if requested, and include ZIP Code)

36-7164
MICROFILMED

LAW OFFICES

HEPWORTH, NUNGESTER, AND FELTON

PROFESSIONAL CENTER
1020 MAIN

AREA CODE 208
PHONE 543-4368

BUHL, IDAHO - 83316

JOHN C. HEPWORTH
WM. L. NUNGESTER
MICHAEL H. FELTON

March 13, 1972

RECEIVED

Department of Water Administration
March 15 1972

305

Department of Water Administration
Statehouse-Annex 2
Boise, Idaho 83707

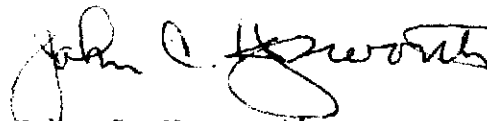
Re: Clear Springs Trout Sales, Inc.
Permit No. 36-7033 and
Permit No. 36-7164

Gentlemen:

Enclosed you will find a Petition To Cancel the above-captioned permits. Will you please send copies of all instruments concerning this matter to John C. Hepworth, 1020 Main, Buhl, Idaho.

Very truly yours,

HEPWORTH, NUNGESTER & FELTON



John C. Hepworth

JCH:bh
Encl.

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MICROFILMED

RECEIVED

Department of Water Administration

1 HEPWORTH, NUNGESTER & FELTON
1020 Main, Buhl, Idaho 83316
2 Tel. No. 208-543-4368
Attorneys for Clear Springs Trout Sales, Inc.
3
4
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7

8 BEFORE THE DEPARTMENT OF WATER ADMINISTRATION
9 OF THE
STATE OF IDAHO

10 * * * * *

11 IN THE MATTER OF) PETITION TO CANCEL PERMITS PURSUANT
12 PERMIT No. 36-7033 and) TITLE 42, CHAPTER 3 OF THE
13 No. 36-7164) IDAHO CODE
14 Issued in the name of)
15 JOSEPH L. BURDEN.)

16 * * * * *

17 The petition of Clear Springs Trout Sales, Inc., and
18 The Farmers National Bank, Buhl, Idaho, respectfully represents:

19 I.

20 Petitioner, Clear Springs Trout Sales, Inc., obtained
21 Permit No. 36-7083 and Permit No. 36-7151 from the Idaho Depart-
22 ment of Water Administration and subsequently assigned said
23 permits for security purposes only to The Farmers National Bank
24 of Buhl, Idaho.

25 II.

26 That both of the above permits held by petitioners are
27 from the same water source as Permit No. 36-7164 and Permit No.
28 36-7033, in the name of Joseph L. Burden.

1 III.

2 That petitioners allege that the Department of Water
3 Administration should cancel and void the permits issued to
4 Joseph L. Burden, being the permit numbers shown in the caption
5 above, by virtue of Section 42-301 of the Idaho Code.

6 IV.

7 That with respect to Permit 36-7033 issued in the name
8 of Joseph L. Burden, the permit should be cancelled on the grounds
9 that the permit holder has failed to commence his work within
10 the time required under the terms of his permit and has failed
11 to complete one-fifth of the construction work within one-half
12 of the time allowed for the entire completion of such construc-
13 tion work and further has failed to complete the construction
14 work within the time specified in his permit or within the time
15 specified by the order extending such time.

16 V.

17 That the Director of the Department of Water Adminis-
18 tration, under an order dated March 3, 1971, extended the time
19 within which to submit proof of beneficial use under Permit No.
20 36-7033, until January 1, 1972. That such proof has still not
21 been submitted and the time has expired within which such proof
22 may be submitted and, therefore, the Department of Water Adminis-
23 tration should cancel said permit.

24 VI.

25 That with respect to Permit No. 36-7164, issued in the
26 name of Joseph L. Burden, the permit should be voided, cancelled
27 and set aside on the grounds that the same was initially obtained
28

1 by misrepresentation in that it was represented that the purpose
2 of said permit was not for speculative purposes when, in truth
3 and in fact, the applicant was attempting to sell the property
4 and obtained the permit purely for speculative reasons with the
5 purpose and intent of selling the same and the property upon
6 which the water was to be used.

7 VII.

8 The applicant, Joseph L. Burden, knew at the time of
9 applying for Permit No. 36-7164, he had no present nor future
10 intent of developing the fish propagation facilities described
11 in his application. At the time the application was made, he
12 was attempting to sell the property, including the water permit
13 applied for.

14 WHEREFORE, petitioners pray that both applications be
15 cancelled; that notice be given of a hearing upon this petition
16 as provided by Section 43-303, and that upon said hearing said
17 permits be cancelled and that such other and further orders be
18 entered as may be proper in the premises.

19 Dated: March 14 , 1972.

20 CLEAR SPRINGS TROUT SALES, INC.

21
22 By John C. Hepworth
23 John C. Hepworth-Secretary

24 THE FARMERS NATIONAL BANK, BUHL,
25 IDAHO

26 By John C. Hepworth
27 John C. Hepworth-Attorney

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1 THENCE Second course, North 9°10' East 13.03 feet intersect
2 the North line of said S 1/2 NW 1/4 SW 1/4 of Section 12,
3 430 feet to corner No. 3 a pine post five feet long, marked
4 SG-3-SP 1-2693, in mound of earth;
5 THENCE Third course, North 64°20' West 1406.8 feet to
6 corner No. 4 a pine post five feet long, marked SG-4-2693;
7 THENCE Fourth course, South 35' West 357.67 feet intersect
8 the North line of said SE 1/4 of Section 11 at North 89° 59'
9 West 469.61 feet from the East quarter corner 538 feet to
10 corner No. 1 the place of beginning.

11 BEGINNING, for the description of the Sand placer claim at
12 corner No. 1, identical with corner No. 3 of said Salt Grass
13 Placer Claim, from which said Quarter Section corner bears
14 North 72°35' West 840.5 feet distant;

15 THENCE First course, South 9°10' West 416.97 feet
16 intersection the North line of said S 1/2 NW 1/4 SW 1/4
17 of Section 12, at North 89°45' West 581.35 feet from the
18 Northeast corner, 430 feet to Corner No. 2, identical with
19 corner No. 2 of said Salt Grass Placer claim;

20 THENCE Second course, South 64°2' East 648.95 feet inter-
21 sect the East line of said S 1/2 NW 1/4 SW 1/4 of Section
22 12, at South 294.46 feet from the Northeast Corner, also
23 intersect the West line of the Lot 6 of said Section 12,
24 1324.7 feet to corner No. 3 a pine post five feet long
25 marked SP-3-2693, in mound of rock;

26 THENCE Third course, North 25°30' East 460 feet to corner
27 No. 4 a pine post five feet long, marked SP-4-2693, in
28 mound of earth;

29 THENCE Fourth course, North 65°57' West 882.14 feet inter-
30 sect the West line of said Lot 6 of Section 12, 1446 feet
31 to Corner No. 1, the place of beginning, EXPRESSLY,
32 EXCEPTING AND EXCLUDING from these premises all that
portion of the ground hereinbefore described embraced
in said SE 1/4 of Section 11 and the S 1/2 NW 1/4 SW 1/4
and said Lot 6 of Section 12.

AND, NE 1/4 NE 1/4 of Section 14, Township 9 South, Range
15 East of the Boise Meridian, Twin Falls County, Idaho.
Lot 10 in Section 7 and Lot 12 in Section 18, in Township
9 South, Range 16 East of the Boise Meridian. The NE 1/4
SW 1/4 the N 1/2 SE 1/4, SE 1/4 SE 1/4 of Section 11, the
SW 1/4 SW 1/4 and the S 1/2 NW 1/4 SW 1/4 in Section 12,
all in Township 9 South, Range 15 East of the Boise
Meridian, AND, the SE 1/4 SW 1/4, SW 1/4 SE 1/4 and Lots
6, 7 and 8 in Section 12, Township 9 South, Range 15
East of the Boise Meridian, ALL in Twin Falls County,
Idaho.

2. PURCHASE PRICE. Buyer, in consideration of the above
described premises, including machinery and all water rights
appurtenant to said real property, agrees to pay Sellers for said
property the sum of \$280,000.00, at the times, in the amounts,
and in the manner described as follows:

(a) \$1,000.00, to be paid in cash to the LeMoyne Realty
Company Trust Account, the receipt of which is hereby
acknowledged;

1 (b) \$9,000.00, to be paid in cash upon execution of this
2 Agreement, to be paid to the LeMoyne Realty Company Trust
3 Account;

4 (c) \$20,000.00, to be paid in cash on or before April 6,
5 1972, to be paid to the LeMoyne Realty Company Trust Account;

6 (d) \$104,879.58 by assuming the Contract of Sale entered
7 into the 27th day of October, 1966, by and between
8 LaVern O. Strong and Alda M. Strong, husband and wife,
9 as Sellers, and Oren A. Diamond, dealing with his sole
10 and separate property, as Purchaser (hereinafter referred
11 to as the Strong Contract);

12 (e) Interest on the Strong Contract of \$1,442.19, to
13 April 1, 1972;

14 (f) \$27,000.00 by assuming the obligation to pay the
15 principal balance due and owing as of August 1, 1971, on
16 a certain John Hancock Mutual Life Insurance Company
17 Mortgage, dated June 6, 1961, recorded June 12, 1961, as
18 Instrument No. 504153 in Book 192 of Mortgages, page 98,
19 in the office of the County Recorder of Twin Falls County,
20 Idaho;

21 (g) \$989.98 by assuming interest due on the above-mentioned
22 John Hancock Mutual Life Insurance Company Mortgage to
23 April 1, 1972;

24 (h) \$115,688.25, the balance due on this contract to
25 be paid to Sellers as follows:

26 \$10,000.00, plus interest at the rate of 6-1/2%
27 per annum, on or before April 1, 1973, and
28 \$10,000.00 plus interest to be paid on or
29 before the first day of April of each and every
30 succeeding year thereafter until the entire
31 balance due and owing on this contract has been
32 paid in full.

1 3. PLACE OF PAYMENT. After the April 6, 1972, payment, the above-
2 mentioned mortgage payments and the balance due under this contract are
3 to be paid to the escrow agent hereinafter named in accordance with the
4 terms of sub-paragraphs (d) through (h) of the preceding paragraph of
5 this agreement.

6 4. EQUIPMENT. It is expressly agreed by and between Buyer and
7 Sellers hereto that for the above-mentioned purchase price, Sellers shall
8 include certain equipment, a list of which is attached hereto and marked
9 Exhibit "A," and by specific reference adopted as though set forth at
10 length herein. A Bill of Sale shall be furnished by Sellers to Buyer, to
11 be put in escrow, released by Sellers after the first annual payment to
12 Sellers has been made by Buyer pursuant to the terms of this contract.

13 5. OTHER INSTRUMENTS. Simultaneously with the execution of this
14 contract, Sellers agree to execute a good and sufficient Warranty Deed
15 subject to the above-mentioned exceptions, conveying the premises to Buyer.

16 6. ESCROW.

17 (a) Escrow Agent: Twin Falls Bank & Trust Company, main
18 offices located in Twin Falls, Idaho, is hereby designated as
19 the escrow agent under the terms of this contract.

20 (b) Documents to be Placed in Escrow: The parties hereby agree
21 that the following documents are to be placed in escrow upon
22 execution of this agreement:

- 23 (1) An executed copy of this contract and Guarantee of
24 Performance thereof;
25 (2) Warranty Deed;
26 (3) A copy of the Strong Contract;
27 (4) Bill of Sale heretofore mentioned in this agreement;
28 (5) Water stock certificates for 160 shares of Twin Falls
29 Canal Company;

30
31 JTB AB
32 B. L. C.

1 (6) Buyer's insurance policies covering all appurtenances
2 to the above-described premises, with loss payable clauses
3 to LaVern O. Strong and Alda M. Strong, husband and wife,
4 and second, to Joseph Burden and Kathryn L. Burden, husband
5 and wife, and thirdly, to Buyer herein.

6 (7) Assignment from the Buyer to the Sellers of Permit
7 No. 36-7033.

8 (8) Assignment from the Buyer to the Sellers under Water
9 Permit No. 36-7164.

10 The escrow agent is instructed that upon receipt of payment under
11 Paragraph 2(d) of this contract to make the payment as received
12 from the Buyer in accordance with the Strong Contract which is
13 attached to this document and marked as Exhibit "B", and
14 incorporated herein as if set forth in full.

15 (c) To make the payments to John Hancock Mutual Life Insurance
16 Company as said payments are received in this escrow.

17 (d) To pay over to the Sellers all other sums paid in accordance
18 with the terms of this agreement by mailing the same to the
19 Sellers at: 500 South Alameda Street, Compton, California.

20 (e) Costs of Escrow: The initial escrow fees charged by escrow
21 holder shall be paid one-half by the Sellers and one-half by the
22 Buyer. The annual collection charges and escrow fees shall be
23 paid by the Sellers.

24 (f) The escrow agent is hereby appointed by Buyer, and the Guarantors
25 of the Guarantee attached hereto, as their agent and attorney in fact
26 to accept service of Summons and Complaint on behalf of Buyer and/or
27 Guarantors in any action brought by Buyers to enforce this Contract
28 of Sale and/or the Guarantee attached hereto.

29 7. PRE-PAYMENT. During the period of this contract, Buyer shall have
30 the right to pre-pay any or all sums due hereunder at any time without
31 penalty. Any such pre-payment in excess of the amount annually due under
32 this contract shall be credited first

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36 7164

1 to the accrued interest and then the balance to be subtracted from
2 the end of the contract.

3 8. TITLE INSURANCE. It is agreed by and between the parties
4 hereto that Sellers shall furnish to Buyer a policy of title
5 insurance at the date of closing written in the amount of
6 \$280,000.00, subject to the mortgages above-mentioned, and also
7 subject to all easements and rights of way of record and taxes
8 accruing after January 1, 1972. Upon delivery of the title
9 insurance from the Sellers to the Buyer, the Buyer shall have
10 thirty (30) days within which to object to any exception listed
11 in said policy other than those heretofore mentioned in this
12 paragraph. In the event that any defect in title is raised by
13 the Buyer, the Sellers shall have a reasonable length of time
14 in which to correct the objection.

15 9. TAXES. Real property taxes and assessments for the year
16 1972 and thereafter shall be assumed and paid by the Buyer
17 herein.

18 10. INSURANCE. Buyer will carry fire insurance protection
19 for the improvements on the premises in the amount of their
20 reasonable value in a fire insurance company acceptable to Sellers
21 and Buyer herein, which policy shall insure the parties and the
22 mortgagee as their interest may appear. Such fire insurance
23 policy shall be payable first to LaVern and Alda M. Strong, husband
24 and wife, and second to Joseph Burden and Kathryn L. Burden, with
25 any remainder being in favor of Buyer. The policy of fire insurance
26 shall be held by the escrow agent named herein.

27 11. POSSESSION. Buyer shall be entitled to possession of
28 the premises on or after April 1, 1972.

29 It is specifically agreed by and between Sellers hereto
30 that a portion of the above-described premises, known as the Sand
31 Placer area, a description of which is attached hereto as Exhibit
32 "C" and by specific reference adopted as though fully set forth

1 herein, has been released from the John Hancock Life Insurance Company
2 mortgage above mentioned. LaVern Strong and Alda M. Strong, husband and
3 wife, and Joseph L. Burden and Kathryn L. Burden, husband and wife, by
4 Memorandum Agreement dated the 22nd day of September, 1970, agreed that
5 they will release acreage from the ranch beginning in the Sand Placer area
6 for the sum of \$500.00 per acre. It is agreed that Buyer herein shall be
7 a third-party beneficiary to such agreement. Burden will release the same
8 acres that Strong releases for the additional sum of \$300.00 per acre.
9 Upon Buyer's paying to LaVern Strong and Alda M. Strong the sum of \$500.00
10 per acre, and paying to Joseph L. Burden and Kathryn L. Burden, husband
11 and wife, an additional \$300.00 per acre, Sellers and Strong agree to provide
12 partial and appropriate mortgage releases for each acre sought to be released.
13 The Buyer agrees to pay all costs incident in the preparation of any mortgage
14 release requested, and the Buyer further agrees to pay any sums requested by
15 John Hancock Insurance Company as consideration for the release of additional
16 mortgaged lands.

17 It is understood and agreed that partial releases will be sought
18 first in the area which has been previously subdivided, known as the Sand
19 Placer area. It is further understood and agreed that the acreage so released
20 shall not be so located in relation to the remaining property subject to this
21 Contract of Sale so that the release thereof would materially decrease the
22 value or marketability of the remaining property.

23 It is further understood and agreed that the Buyer shall furnish to
24 the Sellers adequate legal description sufficient to satisfy John Hancock Life
25 Insurance Company prior to the Sellers obtaining requested releases.

26 All transactions under this Subsection No. 11 shall be pursuant to the
27 Trust Agreement attached hereto as Exhibit "D" and which is by specific
28 reference adopted as though fully set forth at length herein.

29 It is further understood and agreed for all amounts of money
30 received under this provision of this contract shall be applied directly to
31 the outstanding principal balance due and owing under the provisions of this
32 contract, and such payments, when so applied, shall be in addition to all

JLB *LA* *LB* *CL* -7-

1 other payments due under this contract.

2 12. GRAVEL PITS. It is understood by and between Buyer and Sellers
3 herein that there is located upon the property described in Subsection 1
4 above certain gravel pits. It is expressly agreed that Buyer may immediately
5 begin removing gravel from said gravel pits, said gravel to be sold or used
6 as Buyer deems fit. In the event of default by Buyer herein, Sellers agree
7 that they shall have no claim against Buyer for any gravel which has been
8 excavated and used or sold by Buyer. Seller disclaims and has never made
9 any warranty concerning the quantity, quality, ability to excavate, or any
10 other aspect relating to said gravel pits.

11 13. WATER RIGHTS. It is expressly understood and agreed by and between
12 the parties hereto that Joseph L. Burden presently holds Application for
13 Water Permit No. 36-7033 in the amount of 50 c.f.s. of water. An
14 application for extension of time to put this water to beneficial use is
15 pending before the Director of Water Administration.

16 It is further understood and agreed that Burden presently holds
17 Application for Water Permit 36-7164 from the State of Idaho Department of
18 Water Administration for 50 c.f.s. of water, and proof of beneficial use
19 of said water must be made by Burden prior to April 1, 1974.

20 It is further specifically agreed by and between Sellers hereto
21 that prior to the release of any funds from escrow or trust, the Sellers
22 shall: (a) transfer their rights in Application for Water Permit No.
23 36-7033 to the Buyer; (b) transfer their water rights in Application
24 for Water Permit No. 36-7164 to the Buyer; (c) obtain permission from
25 the proper Idaho State agency or Federal agency as required to perfect the
26 transfer of the water permit in the "Lower Crystal Springs" in the total
27 amount of 100 c.f.s. of water; (d) Sellers agree to obtain the
28 necessary easements for crossing the Snake River with a pipeline from the
29 appropriate governmental agency.

30 Upon performance of the foregoing conditions by the Sellers,
31 LeMoyne Realty shall release all funds which are held in trust.

32 14. CONDITION PRECEDENT. It is expressly agreed by and between Buyer

JTB
LeMoyne Realty
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1 and Sellers herein that Sellers obtaining all of the documents referred to
2 in Paragraph 13 above is a condition precedent to performance of this
3 contract by Buyer. In the event Sellers are unable to obtain any of the
4 documents referred to in Paragraph 13 above, ~~neither Buyer nor Seller shall~~
~~be further obligated under this contract.~~ ~~Buyers may elect not to be~~
~~obligated under this contract.~~ ~~If Buyer~~
~~elect not to be obligated under this contract then Sellers shall not~~
~~be obligated under this contract.~~

5
6 15. PIPELINE. It is understood by and between the parties hereto that
7 approximately \$50,000.00 will be required to put a pipeline across the
8 Snake River for the delivery of at least 50 c.f.s. of water from Crystal
9 Springs to the above-described property. Seller has made no representations
10 concerning the cost of said pipeline and Buyer has independently satisfied
11 himself concerning the accuracy of the estimated cost. The pipeline will
12 be installed and paid for upon installation by Buyer, or in the alternative,
13 Buyer shall deposit the sum of \$50,000.00 into escrow with the above-
14 mentioned escrow agent, on or before October 1, 1972, to be applied to the
15 payment of said pipeline when installed and operational. The Buyer
16 further agrees to enter into a contract with Northwest Crane, Rigging &
17 Transport Company, a copy of which is attached hereto as Exhibit "E," to
18 put a pipeline long enough and sufficient in diameter to carry at least
19 50 c.f.s. of water from Crystal Springs across the Snake River to the
20 above-described property and to have said construction completed on or before
21 the first day of October, 1972.

22 16. GENERAL COVENANTS. In addition to the covenants and agreements
23 by Buyer herein set forth, Buyer further agrees that so long as any part
24 of this contract is unpaid, they will:

25 (a) Not commit waste upon the premises or allow or permit
26 any mechanic's or materialman's liens to become liens upon
27 said premises.

28 (b) Pay when due and not permit to become delinquent, any
29 and all taxes and assessments lawfully imposed as a charge
30 upon said premises.

31
32

1 17. ACCELERATION, FORFEITURE AND RE-POSSESSION. So long as
2 Buyer performs all of the duties and agreements herein assumed by them,
3 they shall have peaceful and quiet possession of the premises subject
4 hereto, but in the event Buyer fails to make any payments herein required
5 or otherwise by act or omission breach any of the agreements and covenants
6 herein contained, then it shall be the option of the Sellers:

7 (a) To declare all of the unpaid balance of this contract
8 immediately due and payable and to bring action for the
9 collection of the same, together with foreclosure of the
10 vendor's lien in any Court of competent jurisdiction; or,
11 (b) To declare this contract terminated and all of the Buyer's
12 interest in said premises wholly forfeited, to retain all
13 payments heretofore received and/or paid into escrow hereunder
14 as liquidated damages, to demand and receive from the escrow
15 agent all of the papers, and to enter into and to take
16 possession and title of all of the property subject to this
17 contract, (including said pipeline and all other improvements
18 installed by Buyer), which possession interest in improvements
19 the Buyer agrees peacefully to yield.

20 Provided, however, before either of the remedies of Sellers
21 shall be exercised, Sellers shall give Buyer written notice specifying
22 Buyer's default or delinquency in giving Buyer a period of thirty (30)
23 days from the time of service of such notice to correct the default or
24 delinquency so specified, except as hereinafter provided. In this connection,
25 notice of default or delinquency shall be deemed properly given and mailed to
26 Buyer at Crystal Springs Ranch, Inc., Route 4, Buhl, Idaho, and to the
27 guarantors as follows:

28 LeRoy Bylund
29 Crystal Springs Ranch, Inc.
30 Route 4
31 Buhl, Idaho 83316

32 J. W. Reich
275 Court Street
Elko, Nevada

and,

Otto Lynn
Route 1
Hagerman, Idaho 83332

In the event of any default or delinquency of Buyer pursuant to Paragraph (a) or (b) above, Sellers shall have and recover from Buyer attorney's fees and other expenses reasonably incurred by Sellers in preparation and service of any notice herein provided, or the collection of any funds, or the obtaining of possession of any of the property subject to this contract, whether with or without suit.

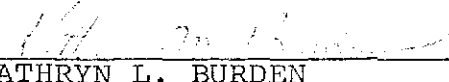
18. ASSIGNMENT. Sellers making this sale to Buyer are relying upon the integrity and ability of the Buyer to perform the terms of the contract as herein provided, and Buyer shall not be permitted to assign its interest in the contract, real property or water rights passing hereunder, without first obtaining the written permission from Sellers.

19. OTHER MAINTENANCE CHARGES. Sellers shall pay and discharge all unpaid taxes, assessments, water assessments, and other charges prior to January 1, 1972, unless otherwise specifically provided for in this agreement.

20. BINDING EFFECT UPON HEIRS AND ASSIGNS. The terms and conditions of this agreement shall extend to and be binding upon the heirs, successors, assigns, executors and administrators of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year of this agreement first above written.

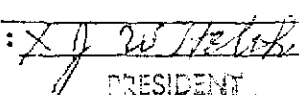

JOSEPH L. BURDEN


KATHRYN L. BURDEN

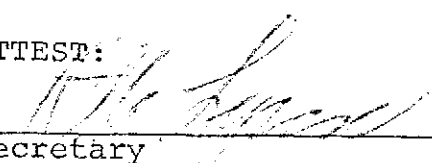
"Sellers"

CRYSTAL SPRINGS RANCH, INC.

By:

Its: 
PRESIDENT

ATTEST:

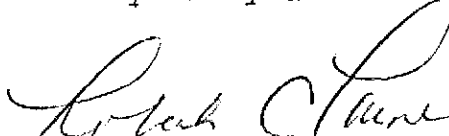

Secretary

"Buyer"

1 STATE OF IDAHO)
2 County of Twin Falls) ss.

3 On this 31 day of March, 1972, before me, a Notary
4 Public in and for said State, personally appeared JOSEPH L. BURDEN
5 and KATHRYN L. BURDEN, husband and wife, known to me to be the
6 persons who executed the foregoing instrument, and duly acknowledged
7 to me that they executed the same.

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

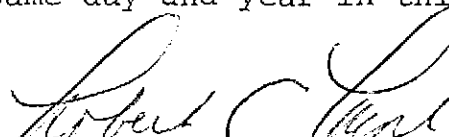
11 
12 NOTARY PUBLIC IN AND FOR IDAHO
13 Residing at: Twin Falls

14 (SEAL)

15 STATE OF IDAHO)
16 County of Twin Falls) ss.

17 On this 31 day of March, 1972, before me, a Notary
18 Public in and for said State, personally appeared J.W.
19 Heck, known to me to be the President
20 _____ of CRYSTAL SPRINGS RANCH, INC., the cor-
21 poration described in and which executed the within instrument,
22 who duly acknowledged to me that he executed the foregoing
23 instrument on behalf of the said corporation.

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

27 
28 NOTARY PUBLIC IN AND FOR IDAHO
29 Residing at: Twin Falls

30 (SEAL)

Le Moyne Realty

1130 LAWNDALE DRIVE
PHONE 208 733-0874
TWIN FALLS, IDAHO
83301



April 17, 1972

Mr. Keith Higginson
Director
Dept. of Water Administration
State House Annex
Boise, Idaho 83707

Dear Mr. Higginson:

I have examined the letter from the Idaho Dept. of Parks dated April 6, 1972 regarding the Joseph Burden easement. Mr. Burden has no objection to any of the conditions of the easement as outlined in said letter. Mr. Burden or his assigns will abide by the terms and conditions of said easement.

Very truly yours,

LEMOYNE REALTY

Harry F. Le Moyne
Harry F. LeMoyne
Agent for Mr. Burden

HFL/mm

36 7166

MICROFILMED

Idaho DEPT. OF PARKS

MAIL: STATEHOUSE, BOISE, IDAHO 83707
OFFICE: 2264 WARM SPRINGS AVENUE
PHONE: 384-2154 (AREA CODE 208)



STATE PARK BOARD

EARL T. GUNNELL, Chairman
Box 215
Bode Springs, Idaho 83276

WILLIAM M. FROME, Member
505 East Main Street
St. Anthony, Idaho 83445

GEORGE F. MILLER, Vice-Chairman
Box 247
Bonners Ferry, Idaho 83805

MERLE ALISON, Member
Box 336
Filer, Idaho 83328

KENT GIST, Member
Box 349
Fruitland, Idaho 83619

WILLIAM A. STELLMON, Member
1122 10th Avenue
Lewiston, Idaho 83501

STEVEN W. BLY
Director

April 6, 1972

Mr. Gordon Trombley, Commissioner
Idaho Department of Lands
Statehouse
Boise, ID 83707

Dear Mr. Trombley:

Subject: Joseph Burden Easement

This easement to be granted contingent upon the following conditions:

1. The diversion ditches from Springs A, B, C, and D to Point 2 shall be kept to the minimum and that all disturbed soil will be leveled in conformity to the surrounding terrain and seeded with Kentucky Blue Grass.
2. The pipe line excavation and placement from Point 2 to the river edge will require special consideration. Fill material around and over the pipe shall be machine compacted to within three inches of the level of the adjacent terrain. The final three inches of fill should be leveled with top soil and seeded with Kentucky Blue Grass.
3. It is assumed that the collection of water from the Springs A, B, C, and D as indicated will completely eliminate the flow to the small pond now formed. It is also assumed that with the 36" pipe that considerable material will be in excess of that needed to fill the ditch. This material is to be moved to the pond area and used as fill to develop a small parking area for the public use of the larger pond.
4. It is assumed that in the repair and replacement of the existing four-inch line that damage to the area will be small. All disturbed soil shall be replaced in the pipe line trench compacted, leveled, and seeded with Kentucky Blue Grass.
5. On those sites where the pipe lines intersect the water's edge, care will be taken to compact and shape the fill to match the adjacent terrain. Rip rap may be required by the Park Officer in charge should soil movement from water action be evident following the pipeline construction.

Sincerely,

Ned Millard
Planning Supervisor

38-711

RECEIVED

STATE OF IDAHO

DEPARTMENT OF WATER ADMINISTRATION

Statehouse — Annex 2
Boise, Idaho 83707
(208) 384-2215



R. Keith Higginson
Director

Water Rights Administration
Water Resource Investigations
Dam and Reservoir Safety
Water Well Drilling
Flood Plain Management
Irrigation and
Flood Control Districts

February 23, 1972

Re: Application for Permit No. 36-7201 - Clear Springs Trout Sales Co.
" " " " 36-7218 - Clear Springs Trout Co.
Permit No. 36-7033 - Joseph L. Burden
" " 36-7164 - " " "

Hepworth, Nungester & Felton
1020 Main
Buhl, Idaho 83316

ATTN: John Hepworth

Dear John:

Pursuant to your telephone request, please find enclosed copies of the above referenced applications and permits.

The fee for these copies will be \$5.70. If we can be of any further assistance, please contact us.

Very truly yours,

Donald W. McEldowney
Appropriation Supervisor

DWM:CR

Enc: copies

RECORDED

36 7164

STATE OF IDAHO

DEPARTMENT OF WATER ADMINISTRATION

Statehouse - Annex 2
Boise, Idaho 83707
(208) 384-2215



R. Keith Higginson
Director

Water Rights Administration
Water Resource Investigations
Dam and Reservoir Safety
Water Well Drilling
Flood Plain Management
Irrigation and
Flood Control Districts

September 23, 1971

Re: Permit No. 36-7164 - Joseph L. Burden

Joseph L. Burden
Box 321
Twin Falls, Idaho 83301

Dear Mr. Burden:

Enclosed is a copy of your approved Application for Permit No. 36-7164. 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.

Very truly yours,

BOBBY D. FLEENOR
Assistant Director

BDF:cr

Enclosures

cc: Lloyd J. Webb

36 7164

MICROFILMED

RAYBORN, RAYBORN, WEBB & PIKE
Attorneys at Law
Bank of Idaho Building
Box 321
Twin Falls, Idaho 83301
733-2601

BEFORE THE STATE OF IDAHO, DEPARTMENT OF WATER ADMINISTRATION.

* * * * *

IN THE MATTER OF THE APPLICATION)	
FOR PERMIT NO. 36-7164 IN THE)	<u>STATEMENT OF PROPOSED HATCHERY</u>
NAME OF JOSEPH L. BURDEN, TO)	<u>FACILITY CONSTRUCTION</u>
APPROPRIATE 50 CFS. OF WATER)	
FROM CRYSTAL SPRINGS, GOODING)	
COUNTY, IDAHO.)	

* * * * *

Joseph L. Burden, the applicant, advises the Department of Water Administration of the State of Idaho, that he intends the construction of the following improvements for the production of the amount of fish here specified within the period of time here specified, and otherwise shows in support of his Application and as required by the communication of the Department dated March 17, 1971:

1. Financial Statement of Resources Available for Completion of Project Described in Application:

The applicant presents to the Department a short form financial statement illustrating his financial situation indicative of the availability of financial resources on his part for the completion of the project. A copy of the financial statement is attached hereto and marked as Exhibit A and incorporated within this statement as if here set out in full.

2. Statement of Preliminary Design of Hatchery Facilities:

The applicant proposes to produce between 1,000,000 and 1,250,000 pounds of trout per year if he is allowed the

MICROFILMED

permit requested, used in connection with his permit, earlier approved by the Department, 36-7033, with the following physical facilities for that production:

A. Size of Race-Ways and General Layout:

The applicant will expect to construct eighty (80) race-ways of the following dimensions:

four (4) feet in depth
ten (10) feet wide
one hundred (100) feet long

Each of the race-ways with individual water and drainage facilities.

The applicant will expect to construct twenty (20) nursery race-ways of the following dimensions:

two (2) feet in depth
four (4) feet wide
one hundred (100) feet long

Each of the race-ways with individual water and drainage facilities.

The applicant will expect to construct a hatchery building forty-five (45) feet by sixty (60) feet in dimension to enclose thirty (30) hatching troughs of standard size.

The applicant will expect to construct a 5,000,000 egg capacity incubator.

The applicant will expect to construct a building with exterior dimensions of forty (40) feet by sixty (60) feet for fish dressing and packing with facilities for cold storage.

In addition to the facilities specified above, the applicant will construct:

- (1) An office;
- (2) A laboratory room;
- (3) A feed storage room;

The general layout of the fish hatchery would be such that the race-ways would be uphill at the outlet of the fresh water pipeline with the other buildings in appropriate proximity thereto, with a lake of eight to ten acres below the race-ways and ahead of the return tile which conducts the water back to the Snake River.

B. Data Concerning the Size of Pipelines and Diversion Works:

To conduct the water from Crystal Springs in Gooding County to the hatchery facilities, there is proposed that 3,400 feet of steel pipe of a pipe diameter of forty-two (42) inches be installed. The diversion would consist of a cement collection wall with footings designed to intercept the spring with four (4) foot width and twenty (20) foot maximum length, equipped with a Parshall flume for measuring. The intake structure is proposed to be constructed as close as practicable to the spring outlet. It is believed that by appropriate standards of construction and appropriate landscaping that the impact of the diversion facilities and the pipeline upon the environment at the Springs can be minimized.

3. Justification for Requested Water Amount:

Based upon estimates given the applicant by persons knowledgeable in the fish hatchery business, it is believed by the applicant that in order to be competitive in this business, a production of 1,000,000 to 1,250,000 pounds of trout is necessary. Using the standards ordinarily believed to be applicable to this poundage of fish, again according to the standards applied by persons knowledgeable in the field, 100 cfs. of water would be necessary. The initial application

of this applicant, No. 36-7033, was based upon this same information reducing the needs by about half and providing for the production of about half of the production here estimated. The information was furnished by Jack R. Chipman, 601 Thirteenth Avenue North, Buhl, Idaho, a man who has had great and lengthy experience in the fishery business.

4. Estimated Schedule of Construction:

- A. Expected date for start of construction -
July 1, 1971.
- B. Expected date for completion of construction -
November 1, 1971.
- C. Expected date for full operation -

5. Other Statements:

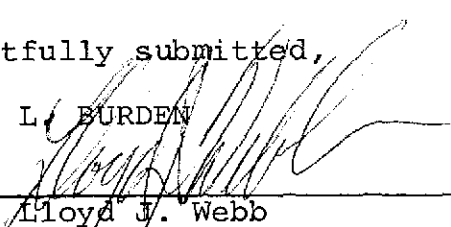
Conforming with the standards of the Department a measuring device consisting of either a Parshall flume or other appropriate measuring device will be installed at the point of the return of the water to the Snake River.

The application for permit in this case is not made for speculation and is made with full awareness of the applicant that the investment contemplated would probably be in the neighborhood of \$500,000.00 and is made to supplement the water permit issued by this Department under Permit No. 36-7033 to insure an adequate water supply for a commercially feasible fishery operation.

Respectfully submitted,

JOSEPH L. BURDEN

By


Lloyd J. Webb
Attorney-in-Fact for the
Applicant
P. O. Box 321, Twin Falls,
Idaho 83301

RAYBORN, RAYBORN, WEBB & PIKE
Attorneys at Law
Bank of Idaho Building
Box 321
Twin Falls, Idaho 83301
733-2601

BEFORE THE STATE OF IDAHO, DEPARTMENT OF WATER ADMINISTRATION.

* * * * *

IN THE MATTER OF THE APPLICATION)
FOR PERMIT NO. 36-7164 IN THE) STATEMENT OF PROPOSED HATCHERY
NAME OF JOSEPH L. BURDEN, TO) FACILITY CONSTRUCTION
APPROPRIATE 50 CFS. OF WATER)
FROM CRYSTAL SPRINGS, GOODING)
COUNTY, IDAHO.)

* * * * *

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MICROFILMED

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- A. Expected date for start of construction -
July 1, 1971.
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November 1, 1971.
- C. Expected date for full operation -

5. Other Statements:

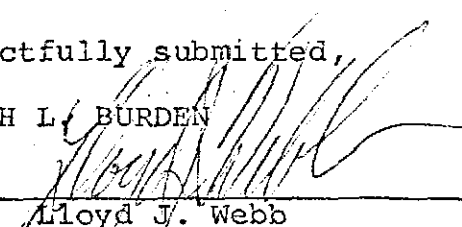
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The application for permit in this case is not made for speculation and is made with full awareness of the applicant that the investment contemplated would probably be in the neighborhood of \$500,000.00 and is made to supplement the water permit issued by this Department under Permit No. 36-7033 to insure an adequate water supply for a commercially feasible fishery operation.

Respectfully submitted,

JOSEPH L. BURDEN

By


Lloyd J. Webb
Attorney-in-Fact for the
Applicant
P. O. Box 321, Twin Falls,
Idaho 83301

RAYBORN, RAYBORN, WEBB AND PIKE
ATTORNEYS AT LAW
BANK OF IDAHO BUILDING
BOX 321
TWIN FALLS, IDAHO 83301
783-2801

E.L.RAYBORN (1893-1970)
E.M. RAYBORN
R.E. RAYBORN
LLOYD J. WEBB
EMIL F. PIKE
J. RILEY BURTON
RUDOLPH D. BARCHAS
MONTE B. CARLSON

Rayborn, Rayborn, Webb and Pike

ATTORNEYS AT LAW
P O BOX 321
BANK OF IDAHO BUILDING
TWIN FALLS IDAHO 83301

May 10, 1971

RECEIVED
MAY 13 1971

TELEPHONE
AREA CODE 208
783-2601

Department of Water Administration

Donald W. McEldonney
Appropriations Supervisor
State of Idaho
Department of Water Administration
State House - Annex 2
Boise, Idaho 83707

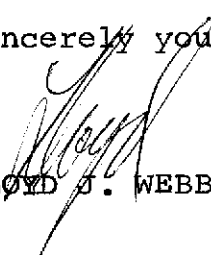
Re: Application for Permit No. 36-7164.

Dear Don:

Confirming our telephone conversation and discussion at breakfast later and regarding your letter of March 17, 1971 I believe that I now have all of the information which I need to complete the requirements of the March 17, 1971 letter. I have been awaiting a report on one of the requirements. I will have the full response in tomorrow's mail.

Thank you very much for your patience and the indulgence in this matter.

Sincerely yours,


LLOYD J. WEBB

LJW:mh

MICROFILMED

20-7164

for Burden file
RECEIVED

May 13, 1971

C
O
P
Y

Joseph L. Burden
c/o Harry LeMoine
1130 Lawndale Drive
Twin Falls, Idaho 83301

Dear Mr. Burden:

Enclosed is your copy of State of Idaho Easement No. 4191, granting permission to construct and maintain a pipeline in the bed of the Snake River in a portion of Section 12, Township 9 South, Range 15 East, B.M., in Gooding and Twin Falls Counties.

Also enclosed are Receipt No. 96185 in the amount of \$200.00 acknowledging payment for the consideration of the easement and No. 96235 in the amount of \$5.00 for application fees.

Very truly yours

FOR THE COMMISSIONER

W. J. Mitchell
Division Chief, Lands

WJM/lgb

cc: Dept. of Water Administration ✓
Area Supervisor - Southwest Area

MICROFILMED

36 7164

STATE OF IDAHO EASEMENT

NO. 4191

THIS INDENTURE, made this 29th day of April, 1971, by and between the STATE OF IDAHO, acting by and through the State Board of Land Commissioners, as party of the first part, and JOSEPH L. BURDEN, as party of the second part;

WITNESSETH: That for and in consideration of the sum of TWO HUNDRED and no/100 DOLLARS (\$200.00), lawful money of the United States of America, receipt whereof is hereby acknowledged, the party of the first part does hereby grant to the party of the second part an easement for the purpose of constructing and maintaining a pipeline in the bed of the Snake River over and across the following described lands situated in Gooding and Twin Falls Counties, State of Idaho, to-wit: so much of the following described lands that were below the ordinary or natural high water mark on the date the State of Idaho was admitted to the Union with the right to additions thereto and subject to deletions therefrom that have occurred causing the boundary of the State's ownership to change:

A parcel of land being on both sides of the following described line as shown on the attached survey plat and being a portion of the Snake River stream bed adjacent to Lots 6, 12 and 13 of Section 12, Township 9 South, Range 15 East of the Boise Meridian, more particularly described as follows:

Commencing at the North one-quarter corner of said Section 12; thence running S 2°47' W for 1,894 feet, more or less, to a spring; thence S 17°12'24" W for 460 feet, more or less, to the apparent northerly high water mark of the Snake River, being the REAL POINT OF BEGINNING: thence describing a strip of land 100.00 feet in width being 50.00 feet right and 50.00 feet left of the following described line; thence S 17°12'24" W for 990 feet, more or less, to the apparent southerly high water line of the Snake River. The area contains approximately 2.3 acres.

It is further understood and agreed that in the event the lands hereinabove described are not used for the purposes herein specified for any five year period, the State Board of Land Commissioners may declare such right-of-way forfeited and the use of the lands will revert back to the State of Idaho or to the record owner of the lands.

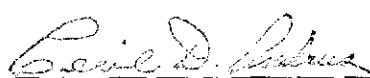
IN WITNESS WHEREOF, the State Board of Land Commissioners has caused these presents to be executed by its President, the Governor of the State of Idaho, and countersigned by the Secretary of State and the State Land Commissioner.

STATE BOARD OF LAND COMMISSIONERS

Countersigned:


Secretary of State


State Land Commissioner
W J M


Governor of the State of Idaho and
President of the State Board of Land
Commissioners

The Copy of Governor's
facsimile signature, as required
by Section 54-1015, Idaho Code.

36 7104

MICROFILMED

STATE OF IDAHO

DEPARTMENT OF WATER ADMINISTRATION

Statehouse - Annex 2

Boise, Idaho 83707

(208) 384-2215

March 17, 1971



R. Keith Higginson
Director

Water Rights Administration
Water Resource Investigations
Dam and Reservoir Safety
Water Well Drilling
Flood Plain Management
Irrigation and
Flood Control Districts

Re: Application for Permit No. 36-7164

Mr. Joseph L. Burden
Box 321
Twin Falls, Idaho 83301

Dear Mr. Burden:

In order to further consider your application for permit, we will require additional information not included with the above referenced application (50 cfs from Crystal Springs):

1. A financial statement indicating the resources available to complete the project as described in the application.
(see 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.

MICROFILMED

36 7164

Page 2
Mr. Joseph L. Burden
Re: 36-7164
March 17, 1971

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 to the creek. 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 April 17, 1971. Thank you for your cooperation in this matter.

Very truly yours,

Donald W. McEldowney
Appropriation Supervisor

DWM:DR
Enc: Information letter

MICROFILMED

36 7164

March 16, 1971

Re: Application No. 36-7163 - Sand Springs Ranch, Inc.
36-7164 - Joseph L. Burden

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 our 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 date. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. In order to receive payment, the following certification must appear on the bill:

"I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid."

(signature of claimant)

Very truly yours,

Donald W. McKidowney
Appropriation Supervisor

MICROFILMED

36 7164

Bill submitted 4-7-71 by ds

DWM:DR

Enc: Legal notices (2)

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that Joseph L. Burden, Box 321, Twin Falls, Idaho, has on March 5, 1971, submitted Application No. 36-7164 for a permit to appropriate 50.0 cubic feet per second of water from Crystal Springs, tributary to the Snake River by means of headbox and pipeline within Lot 12 (SE $\frac{1}{4}$ -NW $\frac{1}{4}$) of Sec. 12, T. 9S, R. 15E, B.M., Gooding County, to be used from Jan. 1 to Dec. 31 for fish propagation purposes within the SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 12, T. 9S, R. 15E, 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 Administration, Statehouse, Boise, Idaho, 83707, on or before April 12, 1971.

R. Keith Higginson
Director

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that Joseph L. Burden, Box 321, Twin Falls, Idaho,

has on March 5, 1971, submitted Application No. 36-7164
for a permit to appropriate 50.0 cubic feet per second ~~1000/1000/1000/1000~~
of water from Crystal Springs, tributary to the Snake River
by means of headbox and pipeline
within ~~the~~ Lot 12 (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Sec. 12, T. 9S, R. 15E, B.M., Gooding County,

to be used from Jan. 1 to Dec. 31
for fish propagation purposes

within the SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 12, T. 9S, R. 15E, B.M.

^{issued}
If ~~any~~, 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
Administration, Statehouse, Boise, Idaho, 83707, on or before April 12, 1971.

R. KEITH HIGGINSON
Director

Published in the Gooding County Leader, Gooding, Idaho,
on March 25 and April 1, 1971.

March 10, 1971

Rayborn, Rayborn, Webb and Pike
Attorneys at Law
Bank of Idaho Building
Twin Falls, Idaho 83301

Gentlemen:

Attached herewith is Departmental Receipt No. 5735 in the amount of
\$100.00 for Application for Permit in name of Joseph L. Burden,
which was received in this office under the above date.

Very truly yours,

M. RUSSELL BOSCH
Administrative Assistant

MRB:ejw

Enclosure

36 7100

RECEIVED
MAR 11 1971
TWIN FALLS, IDAHO

Rayborn, Rayborn, Webb and Pike

E. L. RAYBORN (1893-1970)
E. M. RAYBORN
R. E. RAYBORN
LLOYD J. WEBB
EMIL F. PIKE
J. RILEY BURTON
RUDOLF D. BARCHAS
MONTE B. CARLSON

ATTORNEYS AT LAW
BANK OF IDAHO BUILDING
TWIN FALLS, IDAHO 83301

P. O. BOX 321
TELEPHONE 733-2601
AREA CODE 208

March 4, 1971

State of Idaho
Department of Water Administration
Statehouse Annex 2
Boise, Idaho 83707

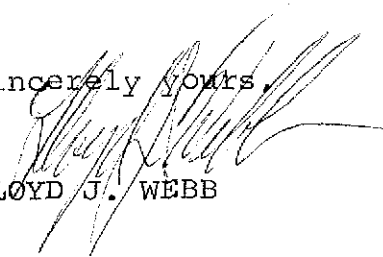
Re: Joseph L. Burden;
Application for Permit
to Appropriate Water.

Gentlemen:

Enclosed please find the Burden Application
for additional water as returned by you for adjustment
of the date of use.

A copy of my Power of Attorney for Mr. Burden
will be obtained from California and forwarded to you
immediately.

Sincerely yours,


LLOYD J. WEBB

LJW:mh
Encl.

USE 7.1.1

RECEIVED
MARCH 10 1971

February 24, 1971

Re: application for permit - Joseph Burden

Mr. Lloyd J. Webb, Attorney
Bank of Idaho Building
Twin Falls, Idaho 83301

Dear Mr. Webb:

We have reviewed the application for permit submitted on February 23, 1971 and we are returning your application for clarification of the following issues.

A filing fee for 50 cubic feet per second will be required and the fee is \$100.00. It is also noted under item #4 of the application that you request a period of use from January 1 through December 1. We would assume from your other filings that you would wish a year round use. If this is true, then we would suggest a change in the period of use, from January 1 through December 1, to January 1 through December 31. We will also need either Mr. Burden's signature or a signed power of attorney to accompany the application.

If we can assist you further, please contact us.

Very truly yours,

Donald W. McElowney
Appropriation Supervisor

DWM:cm

Enc: original application for permit

36 7184

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RECEIVED

FEB 24 1971

Rayborn, Rayborn, Webb and Pike

E.L. RAYBORN (1893-1970)
E.M. RAYBORN
R.E. RAYBORN
LLOYD J. WEBB
EMIL F. PIKE
J. RILEY BURTON
RUDOLF D. BARCHAS
MONTE B. CARLSON

ATTORNEYS AT LAW
BANK OF IDAHO BUILDING
TWIN FALLS, IDAHO 83301

Department of Water Administration
TELEPHONE 733-2601
AREA CODE 208

February 23, 1971

State of Idaho
Department of Water Administration
Statehouse Annex No. 2
Boise, Idaho 83707

Re: Joseph L. Burden Application

Dear Sir:

Enclosed herewith is our check for \$100.00
on the above captioned Application.

Sincerely yours,

RAYBORN, RAYBORN, WEBB & PIKE

By Riley Burton
Riley Burton

RB:rl
Enc.

*Being held with in
center
called
9/1/71
2-25-71*

MICROFILMED

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