State of Idaho
Department of Water Resources

RECEIVED
DEC 14 1989
Department of Water Resources
Southern Region Office

WATER RIGHT LICENSE

WATER RIGHT NO. 36-07066

Priority: January 5, 1970 Amount: 10.00 CFS

This is to certify, that BLIND CANYON AQUA RANCH INC.
P.O. BOX 219
HAGERMAN, ID 833320000 has complied with the terms and conditions of the permit issued pursuant to Application for Permit dated June 19, 1969, and has submitted proof to the Department of Water Resources on Feburary 27, 1987, that water has been applied to a beneficial use; an examination by the Department indicates that the works have a diversion capacity of 10.650 cfs of water from:

BLIND CANYON SPRINGS tributary to BLIND CANYON CREEK

source and that a water right has been established as follow:

BENEFICIAL USE	PERIOD OF USE	RATE OF DIVERSION	VOLUME
FISH PROPAGATION	01/01 to 12/31	10.00 CFS	

LOCATION OF POINT OF DIVERSION(S): LOT 5(NENWSE), Sec. 28, Township 08S, Range 14E
LOT 5(SENWSE), Sec. 28, Township 08S, Range 14E
SESWNE , Sec. 28, Township 08S, Range 14E
GOODING County

PLACE OF USE: FISH PROPAGATION

TWN	RGE	SEC	
08S	14E	28	LOT 5(NWSE)

CONDITIONS/REMARKS:

1. The right to the use of water hereby confirmed is limited to the amount which can actually be beneficially used and is restricted and appurtenant to the lands or place of use and to the purpose herein described, as provided by the laws of Idaho.
2. This right is subject to all prior water rights and may be forfeited by five years of non-use.
3. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
4. Measuring devices of a type approved by this Department shall be maintained at the point of diversion and point of effluent discharge.
5. Return flow when discharged to a surface water system shall meet Idaho Water Quality Standards.

36-01006

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 36-07066

CONDITIONS/REMARKS:

6. Use of water under this right is subject to policies set forth in the State of Idaho Water Plan, including Policy No. 5G.
8. The maximum combined annual volume of water under this right & Right 36-7162 shall not exceed 11,428.5 acre feet.
9. Facility volume = 86,170 cubic feet.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. Witness the seal and signature of the Director, affixed at Boise, this 28th day of November, 1988.

Acting for the Director

State of Idaho
Department of Water Resources

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FEB 12 1988
Department of Water Resources

APPLICATION FOR AMENDMENT
(For Licensing Purposes)
WATER RIGHT NO. 36-7066

APPROVED

Date of Priority: January 5, 1970

Comes now BLIND CANYON AQUA RANCH INC.
P.O. BOX 219
HAGERMAN, ID 83332 and represents to the Director of the

Idaho Department of Water Resources:

That he is the owner and holder of Permit to Appropriate the Public Waters of the State of Idaho No. 36-7066 , and requests that the permit be changed as follows:

Source: BLIND CANYON SPRINGS tributary to: BLIND CANYON CREEK

BENEFICIAL USE	PERIOD OF USE	RATE OF DIVERSION	VOLUME
Fish propagation	01/01 to 12/31	10.00 cfs	

LOCATION OF POINT OF DIVERSION(S): SESWNE , Sec. 28, Township 8S, Range 14E
LOT 5(NENWSE), Sec. 28
LOT 5(SENWSE), Sec. 28
Gooding County

PLACE OF USE: Fish propagation

TWN	RGE	SEC	
8S	14E	28	LOT 5(NWSE)

Permit holder asserts that no one will be injured by such change and that such change will be made at permit holder's own risk.

Signed at [illegible], this 11 day of February, 19 88.

[illegible]
(Signature)

880204

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State of Idaho
Department of Water Resources

APPLICATION FOR AMENDMENT
(For Licensing Purposes)
WATER RIGHT NO. 36-7066

****

FOR DEPARTMENT USE ONLY #48416

Preliminary check by KW Fee = $20.00 ✓ Receipted by AA Date 2-16-88

ACTION OF THE DEPARTMENT OF WATER RESOURCES

I, R. Keith Higginson, of the Department of Water Resources hereby approve the above Application for Amendment for Permit No. 36-7066 with the following;

CONDITIONS/REMARKS:

1. The right to the use of the water hereby confirmed is limited to the amount which can actually be beneficially used and is restricted and appurtenant to the lands or place of use and to the purpose herein described, as provided by the laws of Idaho.
2. This right is subject to all prior water rights and may be forfeited by five years of non-use.
3. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
4. Measuring devices of a type approved by this Department shall be maintained at the point of diversion and point of effluent discharge.
5. Return flow if discharged to a surface water system shall meet Idaho water quality standards.
6. Use of water under this right is subject to policies set forth in the State of Idaho Water Plan, including Policy No. 5G.
7. The maximum combined annual volume of water under this right & Right 36-7162 shall not exceed ~~13,480.3~~ 11,428.5 11/10/88 G.S. acre feet.

Witness my hand this 28th day of November, 19~~88~~.

Norman C. Young
Administrator (Director)

880204

NAME AND ADDRESS OF SENDER

Indicate type of mail:
☐ REGISTERED ☐ REGISTERED C.O.D.
☐ CERTIFIED

Affix stamp here if issued as certificate of mailing or for additional copies of this bill.
POSTMARK AND DATE OF RECEIPT

NUMBER OF ARTICLE	NAME OF ADDRESSEE, STREET, AND POST OFFICE ADDRESS	POSTAGE	FEE	R. R. FEE	REST. DEL. FEE	ACTUAL VALUE	SURCHARGE	REMARKS*
1								
2								
3								
4								
5						36 7066		
6								
7								

Form No. RE-21

EARNEST MONEY AGREEMENT

THIS IS A LEGALLY DING CONTRACT. IF NOT UNDERST(, SEEK COMPETENT ADVICE.

RECEIVED OF: Twin Falls, IDAHO, April 10, 19 69

Donald J. Hinze

herein called "Buyer," the sum of One Thousand Five Hundred & No/100 ($1,500.00) Dollars in the form of Check paid to the broker as earnest money and in part payment of the purchase price for the following property situate in Twin Falls County, Idaho Lot 7 ex pt the South 300 feet thereof and E½ of Lots 3 & 4 in Section 28, Township 8 South, Rge 17 E.B.M., Twin Falls County, Idaho. Also 300 c.f.s. in Box Canyon, Permit #_____ Gooding County.

(If more space is needed, continue on reverse side.)

Buyer hereby offers to purchase the above described property in its present condition, after full inspection on the terms and conditions herein provided, and in consideration of Seller's refraining from offering said property for sale to any other person within 70 days days from date, agrees not to withdraw this offer during said period.

Included as part of the property sold to the buyer are such of the follwing items as may now be on the premises, which will be delivered free and clear of encumbrances: All existing linoleum, window screens, screen doors, television antennae, shades, venetian blinds, curtain rods, attached lighting, plumbing and bathroom fixtures, water-heating apparatus and fixtures, awnings, ventilating, cooling and heating systems, irrigation fixtures and equipment, trees, plants and shrubs and all other attached fixtures not herein reserved or excepted; together with the following personal property:

All irrigation systems including pumps & Gasoline System

The total purchase price is:

Two Hundred Fifty Thousand & No/100 ($250,000.00) Dollars

and after deducting the sum hereinbefore receipted for the balance shall be payable as follows:

$53,000.00 when Contracts are signed and Closed, but not before June 15, 1969. The Balance of $193,500.00 payable in 10 equal annual installments, 1st payment to begin on June 1, 1969 plus interest @ 6% per annum on unpaid balance.

Subject to right of ways for water from Box Canyon to deeded property.

(If more space is needed, continue on reverse side.)

Seller authorizes the real estate broker, hereinafter referred to as "Broker," to order and charge to Seller's account, immediately upon acceptance of this offer, and of assurance of any contemplated financing, if provided for hereinabove, either a policy of Title Insurance (using a preliminary title report prior to close of sale, after which the Title Insurance Policy will be issued) or, at the Seller's option an abstract of title certified to a date subsequent hereto evidencing condition of the title for inspection and approval of the Buyer. If Buyer's approval of the condition of the title is withheld, Buyer shall have 10 days after receipt of evidence of title in which to deliver to Seller or Broker written objections thereto. Failure to so object within the 10 day time limit provided shall be deemed approval and acceptance of the condition of the title. The Broker shall in no way be responsible for delivery to Buyer, or condition of the title.

The earnest money deposited herein shall be refunded to Buyer and this agreement voided if the Seller fails to accept Buyer's offer within the time provided, or if merchantable title cannot be delivered within a reasonable time. Should the improvements on subject property be materially damaged by fire or otherwise, prior to closing this sale, this agreement shall be voidable at the option of the Buyer.

Unless otherwise provided herein, the real property shall be conveyed by warranty deed, free of encumbrances except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements of record. Any encumbrances to be discharged by Seller may be paid out of the purchase money at date of closing.

The parties hereto authorize the Broker to arrange financing, if financing is required and Buyer agrees to use his best efforts to obtain such financing. Financing costs shall be paid by Buyer. However, if FHA or GI regulations apply to limit Buyer's loan service fee, Seller agrees to pay any excess thereof.

All taxes, rents, insurance premiums and accruing interest shall be prorated as of possession date, which shall be June 15, 19 69, providing sale is closed by that date—otherwise, upon closing.

In case the Buyer shall fail to promptly perform any covenant or agreement aforesaid and to do all things necessary and prerequisite to the consummation of this sale, the Seller may declare a forfeiture of this contract, and all rights of the Buyer shall cease and payments made by him may be retained by the Seller as liquidated damages, and not as a penalty, or the Seller may pursue any other remedy available under the laws of the State of Idaho. In any action brought upon this agreement, the prevailing party shall be entitled to reasonable attorney fees.

This agreement shall bind the heirs, executors, administrators, successors and assigns of the respective parties hereto, and time is of the essence hereof. There are no verbal agreements which modify the terms and conditions hereof.

Broker: Hackney Agency BUYER: Donald J. Hinze Twin Falls, Ida (Address)

By: Hackney BUYER: Phone: 733-4537

SELLER ACCEPTS the foregoing terms and conditions and agrees to sell the above property to Buyer and to pay the Broker a commission of _____ which the Broker shall have the right to retain from the proceeds of this sale. In the event the earnest money receipted for in connection with this sale is forfeited, Seller agrees that it shall be apportioned to the Broker to the extent of the agreed upon commission with the remainder thereof, if any, to be paid to the Seller.

Dated April 10, 19 69 SELLER: Richard H. Hester

SELLER:

STATE OF Idaho, COUNTY OF Twin Falls ss.

On this 10th day of April, 19 69, before me, a Notary Public in and for said State, personally appeared Donald J. Hinze, Richard H. Hester known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

Applicants Exhibit 5 Admitted 10/9/70

(SEAL) Notary Public for Idaho Residing at Twin Falls, Ida

My Commission expires May 10, 1969

SELLER'S COPY

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FILING BROKER'S COPY

CONTINUED FROM REVERSE SIDE HEREOF: Dated: APRIL 10th 1969

D.J.H. R.H.K.

~~(11) TOWNSHIP NINE (9) SOUTH, RANGE FOURTEEN (14)~~

E.B.M., AND LOT SEVEN (7) EXCEPT THE SOUTH 300 FEET THEREOF, AND ALL OF LOTS THREE (3) & FOUR (4) IN SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHT (8) SOUTH, RANGE FOURTEEN (14) E.B.M. TWIN FALLS COUNTY, IDAHO. 112 ACRES MORE OR LESS

57,000
1,500
55,500

APPLICANTS EXHIBIT 6 ADMITTED 10/19/70

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CONTRACT FOR THE SALE AND PURCHASE OF REAL PROPERTY

THIS CONTRACT, made and entered into this 28 day of February, 1961, by and between EDWARD D. SMALLEY and MYRTLE SMALLEY, husband and wife, hereinafter referred to as SELLERS, and STERLING C. LARSON and WANDA J. LARSON, husband and wife, hereinafter referred to as BUYERS;

W I T N E S S E TH

That the SELLERS, in consideration of the covenants and agreements of the BUYERS hereinafter contained, agree to sell and convey to the BUYERS, and the BUYERS agree to purchase, the following described real property, together with the improvements thereon, except the house hereinafter described, situate in the County of Twin Falls, State of Idaho, to-wit:

> Lots Three (3), Four (4) and Seven (7), all in Section Twenty-eight (28), Township Eight (8) South, Range Fourteen (14) East of the Boise Meridian, consisting of 126.7 acres, more or less, together with all water, water rights, ditch and canal rights thereunto belonging or in anywise appertaining, including all of the SELLERS' rights, interests or shares of stock in Banbury Water Company, also together with all grazing rights appurtenant to the above described real property under the United States Bureau of Land Management.

PURCHASE PRICE: That the SELLERS, in consideration of the aforesaid covenants and agreements of the SELLERS, agree to pay to the SELLERS, and the SELLERS agree to accept, as the purchase price of said real property, the sum of $25,000.00, together with interest as hereinafter provided, at the times, places and in the manner following:

1. $7,500.00 as a down payment, prior to or upon execution of this contract, receipt whereof is hereby acknowledged by the SELLERS.

2. 17,500.00 by the BUYERS paying to the SELLERS, through the escrow holder hereinafter named, said sum, together with interest on the unpaid portion thereof at the rate of five per cent (5%) per annum from March 1, 1961, in the following manner:

   (a) $4,000.00 plus accrued interest on March 1, 1962, and $1,500.00 plus accrued interest on March 1, 1963, and $1,500.00 plus accrued interest on March 1 of

each and every succeeding year thereafter until the full principal balance together with all accrued interest has been paid.

(b) The parties hereby agree that the BUYERS shall have the privilege of prepaying any payment under this contract without penalty.

POSSESSION: The parties hereby agree that the SELLERS shall surrender possession of the above described real property, except for the house located thereon, to the BUYERS, and the BUYERS shall take possession thereof on March 1, 1961. The parties further understand that the SELLERS shall have the privilege of remaining in possession of the house located upon the above described real property until June 1, 1961, and the parties further agree that the SELLERS shall have the privilege of removing said house from the above described real property so long as the removal thereof is done prior to June 1, 1961.

TAXES AND WATER ASSESSMENTS: BUYERS hereby agree to pay all taxes lawfully levied and assessed against the above described real property, including any delinquent taxes, and further BUYERS agree to pay taxes lawfully levied and assessed against the said real property for the year 1961 and all subsequent years during the lifetime of this contract as the same shall become due.

The SELLERS hereby agree that they will pay all water assessments heretofore assessed against the above described real property and the BUYERS agree that they will pay all water assessments lawfully levied and assessed against the above described real property or incurred in connection therewith for the year 1961 and all subsequent years during the lifetime of this contract as the same shall become due.

JUNK: The SELLERS hereby agree to remove from the above described premises, prior to April 1, 1961, all old machinery and junk presently situated upon the above described real property, which removal shall be to the BUYERS' satisfaction. To guarantee such removal the SELLERS agree to leave $500.00 of the down payment in the hands of Fred Drake, the real estate broker handling this transaction, who is hereby instructed to pay said $500.00 to the SELLERS on being notified by the BUYERS that the machinery and junk have been removed. If SELLERS have not satisfactorily removed said machinery and junk prior to April 1, 1961, Fred Drake shall pay said $500.00 to the BUYERS.

ASSIGNMENT: In the event of transfer or assignment of this contract and interests of the BUYERS hereunder, including their interest in and to any portion or portions of the above described real property, the proceeds therefrom, less the expenses of the transfer or assignment, shall, at the SELLERS' option, be applied to the balance of the purchase price due under this contract.

ESCROW: SELLERS hereby agree that upon execution of this contract they will place a copy thereof, together with a warranty deed properly executed by the SELLERS, conveying the above described real property to the BUYERS, in escrow, and that the Idaho First National Bank of Buhl, Idaho, shall be the escrow holder. Upon payment of the final installment due under this contract said escrow holder shall deliver to said BUYERS said warranty deed, and said

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escrow holder is hereby authorized and directed to deduct out of the final payment $27.50, being the amount necessary to purchase United States revenue stamps to cover the transfer and conveyance made thereby. The parties further agree that the escrow fees charged by the escrow holder shall be borne equally by the parties. The parties further agree that the legal fees for preparing this contract and other necessary papers required to complete this transaction shall be borne equally by the parties.

TITLE INSURANCE: SELLERS hereby agree to furnish to the BUYERS, within ten days after execution of this contract, a purchaser's title insurance policy covering said described real property, insuring to the BUYERS to the extent and in the amount of $25,000.00 good and merchantable title in and to said described real property in the SELLERS in fee simple, free and clear of all encumbrances except easements of record and taxes. If said title to the above described real property, as shown by the title insurance policy, is not as above warranted, then it is understood and agreed that the SELLERS will, at their own cost and expense, correct any meritorious defect in the title within a period of six months after such defect or defects have been called to their attention.

ATTORNEY'S FEES: In any suit or action brought to enforce any of the terms, conditions or covenants of this contract, the prevailing party shall be entitled, as part of the judgment rendered, to a reasonable attorney's fee to be fixed by the court in addition to any costs allowed by law.

WASTE, LIENS AND USE: BUYERS shall keep the above described real property and the improvements thereon in good repair, reasonable wear, tear and casualty excepted. BUYERS shall not permit mechanic's or materialmen's or other liens to be filed or exist against the above described real property. BUYERS agree that they will neither use nor permit the use of said real property for any illegal or unlawful purpose nor shall suffer nor commit waste or strip upon said real property.

INSPECTION: It is understood and agreed that the lands hereby conveyed are agricultural in their nature. SELLERS make no representations as to the quality, presence or absence of noxious weeds or any other matter; and the BUYERS agree that they have examined the same and rely upon their own examination of the aforesaid premises and not upon any representations of the SELLERS. The parties further agree that this contract constitutes the whole agreement between the parties and that no warranties or representations have been made or shall be binding upon either party unless herein set forth.

DEFAULT: In the event that BUYERS shall default in any of the terms of this contract, then SELLERS shall give BUYERS notice of said default by registered mail addressed to BUYERS at the address on file with the escrow holder, calling attention to said default and demanding that the same be cured within ninety (90) days. Simultaneously, an idential letter shall be mailed by registered mail to the escrow holder. The 90-day period shall commence to run from the date of receipt of the identical letter by the escrow holder. If within said 90-day period, the default shall be cured, then this contract shall continue in full force and effect. If BUYERS shall not cure the alleged default within the said period of ninety (90) days, SELLERS, at their option, shall be entitled to demand and receive immediately the full amount remaining

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due thereupon and to maintain an action to recover the same, together with their costs.

This contract shall be binding upon the respective heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, We have hereunto set our hands and seals the day and year first above written.

(SEAL) (SEAL)

BUYERS

(SEAL) (SEAL)

SELLERS

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

On this 1st day of ~~February~~ March, 1961, before me, the undersigned, a notary public in and for Said State, personally appeared EDWARD D. SMALLEY and MYRTLE SMALLEY, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument as SELLERS, and acknowledged to me that they executed the same.

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

Notary Public for State of Idaho
Residing at Twin Falls, therein.

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due thereupon and to maintain an action to recover the same, together with their costs.

This contract shall be binding upon the respective heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, We have hereunto set our hands and seals the day and year first above written.

(SEAL) (SEAL)

BUYERS (SEAL) (SEAL)

SELLERS

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

On this 1st day of ~~February~~ March, 1961, before me, the undersigned, a notary public in and for said State, personally appeared EDWARD D. SMALLEY and MYRTLE SMALLEY, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument as SELLERS, and acknowledged to me that they executed the same.

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

Notary Public for State of Idaho
Residing at Twin Falls, therein.

36-7066

appurtenant to the above described real estate held in the Banbury Pipe Company. The parties of the second part hereby agree that once they are shown on the Banbury Pipe Company's records as the owners of said stock, that they will endorse said stock in blank and place it in the escrow file for the above described contract of sale and hereby direct the escrow agent that should default occur in the above described contract of sale that the escrow agent shall fill in the blanks so that the stock is returned to the parties of the first part. The parties of the first part hereby authorize the escrow agent of the above described contract of sale to exchange the certificates of stock of the Banbury Pipe Company which they now have in their possession for certificates of water stock in the Banbury Pipe Company which comply with the terms of this paragraph."

All of the covenants, terms and conditions of the above described contract not in conflict herewith are hereby reaffirmed and remain unchanged.

In witness whereof The parties hereto have hereunto set their hands, the day and year in this contract first above written.

Edward D. Smalley

Mystle Smalley

Sterling E. Larson

Hanke D. Larson

STATE OF [illegible]

County of [illegible] ss.

On this 12th day of September, 1962, before me, the

LAW OFFICES
[illegible]

36 7066

AGREEMENT OF SALE

THIS AGREEMENT Made and entered into this 29th day of November, 1968, by and between STERLING C. LARSON and WANDA J. LARSON, husband and wife, of the City and County of Twin Falls, State of Idaho, the parties of the first part, hereinafter sometimes called the Sellers and RICHARD M. KASTER, whose wife's name is EDITH M. KASTER, of Route 4, Buhl, County of Gooding , State of Idaho, the party of the second part, hereinafter sometimes called the Buyer.

WITNESSETH: That for and in consideration of the stipulations and agreements hereinafter specified, well and truly to be performed by said Buyer, the said Sellers do hereby agree to sell and convey by good and sufficient Warranty Deed unto the said Buyer and said Buyer does hereby agree to purchase of and from the said Sellers according to the terms and conditions hereinafter set forth, the following described real estate situate in Twin Falls County, State of Idaho, to-wit:

> Lot Three (3) except the North 200 feet thereof and all of Lots Four (4) and Seven (7) of Section 4, Township 9 South, Range 14 E.B.M; and Lot Seven (7) except the South 330 feet thereof and all of Lots Three (3) and Four (4) in Section 28, Township 8 South, Range 14 E.B.M.,
>
> together with all improvements and irrigation systems located on said premises including a pump and sprinkling system but reserving, however, 12.5 shares of water in Banbury Pipe Company appurtenant to the 330 feet hereinabove reserved to the Sellers.

The said Buyer in consideration of the premises and the covenants and agreements herein contained, agrees to pay to the said Sellers the total sum of $60,000.00 lawful money of the United States of America as the purchase price of said described real estate payable as follows:

$11,500.00 cash on signing this agreement, the receipt whereof is hereby acknowledged by the Sellers. The sum of $500.00 heretofore paid to the Sellers upon execution of an Option to Purchase dated August 29, 1968, is hereby applied on and credited to the purchase price. The Buyer assumes and agrees to pay according to the tenor

thereof the balance due on that certain Contract of Sale between Ed Smalley as Seller and the first parties herein as Buyers, which said Contract is in escrow in the First National Bank, Buhl, Idaho, and upon which there is an unpaid balance of approximately $4,500.00. The Sellers agree to pay the interest on the said Smalley Contract to December 1, 1968. The balance of the Contract, together with interest thereon at the rate of 6½ % per annum shall be paid as follows:

$5,000.00 on the first of December, 1969 and a like sum on the first day of December of each and every year thereafter until the total purchase price shall have been paid. The accrued interest on the deferred principal balances shall be paid annually in addition to the principal payments and on the principal payment dates and the first interest payment shall be due December 1, 1969. The Buyer is given the privilege of making additional principal payments in amounts, however, not to exceed $8,500.00 per annum over and above the obligatory $5,000.00 annual principal payments.

Upon payment of the 1969 obligatory principal payment by the second party, the sellers agree to convey to the Buyer a parcel of land located in the Northeast Corner of Lot Three (3) of Section 26, Township 8 South, Range 14, E.B.M. containing approximately six acres and square in shape. It is understood that this conveyance shall not include any water right and is to be made subject to the Contract above referred to between Ed Smalley and the first parties herein.

The Sellers agree to pay the 1968 real estate taxes on said premises and the Buyer agrees to pay all taxes hereinafter assessed against said property without permitting taxes to become delinquent.

The Buyer shall be entitled to the possession of said premises upon the execution of this Agreement but subject to the existing Lease to Burr Land and Livestock Company, which said Lease terminates March 1, 1969.

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All payments of principal and interest due hereunder shall be made to the Twin Falls Bank & Trust Company, Twin Falls, Idaho, [illegible] the parties herein [illegible]

each of the parties agrees to pay for one-half of the escrow charges. The Sellers agree to furnish to the Buyer a policy of Title Insurance within thirty days from the date of this Agreement showing insurable title to be in the Sellers, subject only to the above mentioned Ed Smalley Contract, taxes for 1968, and easements and rights of way of record and as may be disclosed by an inspection of the premises.

Time is of the essence of this Contract and in case said Buyer shall refuse or neglect to pay said installments of purchase price and interest as agreed herein, it shall be optional with the said Sellers to declare this Contract forfeited, and upon such declaration all right of the said Buyer to complete said purchase or to continue in possession of said premises shall immediately terminate, and said Buyer shall also forfeit all moneys paid to the said Sellers as purchase money unless said Sellers shall otherwise elect.

The said Buyer shall be entitled to the possession of said premises so long as the terms of this Agreement are complied with, but a failure to comply with the same shall at the option of the said Sellers, terminate the right of possession and the said Buyer shall surrender the possession of said lands and improvements thereon to the said Sellers and any money paid by the said Buyer by virtue of this Agreement shall be retained and shall remain the property of said Sellers as liquidated damages and said Buyer shall thence forth be regarded as a tenant holding over after the expiration of his term and shall be liable to dispossession under the law relative to forcible entry and detainer. It is understood that the provisions herein contained with reference to cancellation of this Agreement shall in no way apply to the above mentioned six acres in the event the sellers herein have previously dispossessed themselves of the title by execution and delivery of a Deed to the Buyer herein.

The parties hereto respectively bind themselves, their successors, assigns and legal representatives.

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IN WITNESS WHEREOF the parties hereto have executed this Agreement

in quadruplidate the day and year first above written.

Sterling C. Larson

Wanda J. Larson

Richard H. Kaster

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

On this 29th day of November, 1968, before me, the undersigned, a Notary Public in and for said County, personally appeared STERLING C. LARSON and WANDA J. LARSON, husband and wife, and RICHARD H. KASTER, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

seal

K. C. Skeen Keyser

Notary Public for Idaho
Residence: Twin Falls, Idaho

38 7061

State of Idaho

Department of State.

CERTIFICATE OF INCORPORATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, and legal custodian of the corporation records of the State of Idaho, do hereby certify that the original of the articles of incorporation of

MAGIC SPRINGS, INC.

was filed in the office of the Secretary of State on the Eleventh day of March A.D., One Thousand Nine Hundred Seventy and will be duly recorded on Film No. thereof, of Record of Domestic Corporations, of the State of Idaho, and that the said articles contain the statement of facts required by Section 30-103, Idaho Code.

I FURTHER CERTIFY, That the persons executing the articles and their associates and successors are hereby constituted a corporation, by the name hereinbefore stated, for perpetual existence from the date hereof, with its registered office in this State located at Wendell in the County of Gooding.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State. Done at Boise City, the Capital of Idaho, this 11th day of March, A.D., 19 70.

Pete T. Cenarrusa
Secretary of State.

Ass't. Corporation Clerk.

Domestic

(c) To construct, equip, maintain and work, trucks or other motor vehicles appropriate for the carriage and transportation of fish of every nature and description and to carry on the business of transporting said goods, both interstate and intrastate, and in foreign countries; to purchase, construct, sell, hire or let trucks, engines, machinery and other chattels and things used for any of the above purposes.

(d) To conduct business in this State, other States, District of Columbia, territories and colonies of the United States, and in foreign countries, and to have one or more offices and places of business out of the State and to acquire, receive, hold, purchase, lease, mortgage, dispose of and own, hold or convey real and personal property situate in or out of the State.

(e) To own, control, lease or otherwise acquire real property buildings and personal property necessary to or convenient for the conduct and operation of the aforesaid businesses; to buy, sell, acquire, hold, own, mortgage, pledge, lease, assign, transfer, trade, and deal in and with all kinds of personal property as may be necessary or convenient in carrying out any of the purposes herein contained; to borrow money, to draw, make, accept, endorse, guarantee, transfer, assign, execute and issue bonds, indebtedness, notes and other obligations and for the purpose of securing any of its obligations or contracts to convey, transfer, assign, deliver, mortgage or pledge all or any part of the

No. 42077

Articles of Incorporation

of

MAGIC SPRINGS, INC.

Place of business Wendell
Existence perpetual
Capital Stock $40,000.00

STATE OF IDAHO
Department of State
Boise, Idaho

Approved, filed and admitted to the records of articles of incorporation of the State of Idaho and certificate issued this 11th day of March 1970 at 8:00 o'clock A. M.

FEES PAID

Filing	$ 40.00
Recording	4.00
Clerk, County	
Certificate	6.00
License Tax	25.00
TOTAL	$ 75.00

Pete T. Cenarrusa
SECRETARY OF STATE

By Asst. Secretary of State

Ino. Donald J. Hinze
232 Locust St. No.
Twin Falls, Idaho 83301
Filed by: James, Hobdey & Shaw

Jensens of Yellow Pine, Inc.; New Plymouth.
Jerico Construction Company; Rexburg.
Jerome Country Club; Jerome.
Jerome Development Co., Inc.; Jerome.
Jerome Implement Company; Jerome.
Jerry Rayne, Inc.; Nampa.
J. E. Sirrine Company; Boise.
Jet-Flo Manufacturing & Sales Co., Inc.; Boise.
J. F. Konen Construction Co., Inc.; Lewiston.
Jim Shaffer Pontiac-Cadillac, Inc.; Kellogg.
Jim Shaffer Volkswagen, Inc.; Kellogg.
Jobbers Warehouse Company; Coeur d'Alene.
Johannesen Motors, Inc.; Emmett.
John Bunning Transfer Company, Inc.; Boise.
John M. Shipley, Inc.; Coeur d'Alene.
John Nearing, Incorporated; Coeur d'Alene.
John Squires & Associates, Inc.; Pocatello.
John Wolfe Enterprises, Inc.; Boise.
Johnson-Falen Cattle Co., Inc.; Wilder.
Jones Distributing Co., Inc.; Boise.
The Jordan Cattle Company; Caldwell.
Joseph Plains Land Development, Inc.; Cottonwood.
Josephson Agro, Inc.; Payette.
Joyce Corporation; Pocatello.
J. P. F. Lab., Inc.; Caldwell.
J R Mobile Homes, Inc.; Pocatello.
J. T. Trucking Company; Twin Falls.
J-U-B Engineers, Inc.; Nampa.
Junior Black Canyon Riders, Inc.; Emmett.
The Junior Chamber of Commerce of Idaho Falls, Inc.; Idaho Falls.
Just's, Inc.; Idaho Falls.
Idaho Land and Development Corporation; Coeur d'Alene.
Idaho Land Equities, Inc.; Idaho City.
Idaho Landholder-Sportsman Council, Inc.; Boise.
Idaho Manufacturing and Sales, Inc.; Boise.
Idaho Medical Surgical Building, Inc.; Boise.
Idaho Motorcyclists Association, Inc.; Boise.
Idaho Pacific Freightlines, Inc.; Twin Falls.
Idaho Pacific Investment and Trading Company; Boise.
Idaho Packers Express, Inc.; Boise.
Idaho Pallets, Inc.; Boise.
Idaho Potato Foods, Inc.; Idaho Falls.
Idaho Poultry Council, Inc.; Boise.
Idaho Protective Bureau, Inc.; Boise.
Idaho Quarter Horse Breeders Association, Inc.; Boise.
Idaho Quarter Horse Racing Association, Incorporated; Nampa.
Idaho Refrigeration Corporation; Jerome.
Idaho Research and Development, Inc.; Idaho Falls.
Idaho Rural Residents' Association, Inc.; Boise.
Idaho's Best Foods, Inc.; Boise.
Idaho Securities, Inc.; Caldwell.
Idaho Shorthorn Breeders' Association, Inc.; Idaho Falls.
Idaho Snow Riders Snowmobile Club, Inc.; Mountain Home.
Idaho Society of Certified Appraisers, Inc.; Boise.
Idaho Society of Medical Technologists, Inc.; Boise.
Idaho State Head Start Parent Council, Inc.; Boise.
Idaho State High School Press Association, Inc.; Pocatello.
Idaho State Jaycees, Inc.; Boise.
Idaho State Orthodontic Society, Inc.; Boise.
Idaho State Woman's Bowling Association; Rexburg.
Idaho Titanium and Mining Company; Weiser.
Idaho Trailer & Equipment, Inc.; Pocatello.
Idaho Travertine Corporation; Idaho Falls.
Idaho Turf, Inc.; Idaho Falls.
Idaho Vacations, Inc.; Eagle.
Idaho Water Conditioning Association, Inc.; Jerome.
Idaho Wholesale Grocery Co.; Idaho Falls.
K-Bar, Inc.; St. Maries.
The Kalla Development Company, Inc.; Nampa.
Kamiah Gun Club, Inc.; Kamiah.
Kampgrounds of America, Inc.; Boise.
K & B Logging Co.; American Falls.
K & E, Inc.; Coeur d'Alene.
K & L Farms, Inc.; St. Anthony.
Karl T. Homer Company; Idaho Falls.
Kasum Advertising Associates, Lewis-Clark Creative Workshop Co-Op, Inc.; Lewiston.
Lewis-Clark Market, Inc.; Lewiston.
Lewis-Clark Stock Car Racing Association, Inc.; Lewiston.
Lewis Packing Company of Washington, Inc.; Weiser.
Lewiston Dairy, Inc.; Lewiston.
Lewiston Dental Laboratory, Inc.; Lewiston.
Lewiston Equipment, Inc.; Lewiston.
Lewiston Hospital Association; Lewiston.
Lewiston Orchards Recreational and Improvement Association, Inc.; Lewiston.
Lewiston Tire and Supply, Inc.; Lewiston.
Lewis Yoder Company, Inc.; Nampa.
L. G. Davison & Sons, Inc.; Smith Prairie.
L. G. Massart Company; Boise.
Liberty Mobile Homes, Inc.; Boise.
Lighthouse Inns, Inc.; Hope.
The Lighting Center, Inc.; Boise.
Limbaugh Ranches, Inc.; Fruitland.
Lincoln-Hall Co.; Boise.
Lincoln Valley Ford Sales, Inc.; Shoshone.
The Line Company, Inc.; Boise.
Line View Farms, Inc.; Sterling.
Linwork Corp.; Twin Falls.
Litton Medical Products, Inc.; Boise.
L. J. Rice & Sons, Inc.; Buhl.
Lloyd A. Hamilton Agency, Inc.; Twin Falls.
Lloyd Bros., Inc.; Grace.
Lockhart Leasing Corporation; Boise.
Lodge Land & Livestock, Inc.; Caldwell.
Lodha Sterling Incorporated; Pocatello.
Loomis Incorporated; Ketchum.
Lords, Inc.; Boise.
Lovebug Bee, Inc.; Boise.
Loyd Canal Company; Blackfoot.
Lucky Breweries, Inc.; Boise.
Lucky-Custer Mining Corporation; Boise.
Lucky Rainbow Mining Company; Worley.
Lustre Bonnet, Inc.; Caldwell.
Lustra-Pani, Inc.; Idaho Falls.
Lyco Enterprises, Inc.; Pocatello.
Lyle and Norms Body Shop, Inc.; Coeur d'Alene.
Lyons Farms, Inc.; Caldwell.
M. A. Boesiger Real Estate, Inc.; Mountain Home.
MacElhenny, Levy & Co., Inc.; Idaho Falls.
M.A.C., Inc.; Nampa.
Macmillan Ring-Free Oil Co., Inc.; Boise.
Mada Development Corp.; Wallace.
Madden Construction Supply Co., Inc.; Boise.
Madden Construction Supply Co., Inc. of Oregon; Pocatello.
Madison County Wheat Growers Association, Inc.; Rexburg.
Madson Inc.; Bonners Ferry.
Magic Springs, Inc.; Wendell.
Magic Valley Baseball Club, Inc.; Twin Falls.
Magic Valley Christian College; Albion.
Magic Valley Electric Supply, Inc.; Twin Falls.
Magic Valley Motors, Inc.; Buhl.
Magic Valley Sno-mobilers, Inc.; Filer.
Magic Water Company; Buhl.
Magi-Wipe, Inc.; Twin Falls.
Majestic Computer Leasing Company, Inc.; Boise.
Major Industries, Inc.; Monteview.
M. Alexander Company; Caldwell.
Malheur Publishing Co.; Fruitland.
M & C Marina, Inc.; Boise.
M & L Farms, Inc.; Blackfoot.
M & M Farms, Inc.; Idaho Falls.
M & T Sewer and Water Association, Inc.; Mud Lake.
Mangum's Western Wear, Inc.; Blackfoot.
Mann Constructon Co., Inc.; Boise.
Manning-Hillebrant, Inc.; Pocatello.
Mannington Mills, Inc.; Boise.
Manpower, Inc. of Boise; Boise.
Manwaring Construction, Inc.; Rexburg.
Marco Buildings, Inc.; Burley.
Markon, Inc.; Caldwell.
Martin and Robbins and Son, Inc.; Idaho Falls.
Marv's Inc.; Rigby.
Marx Corporation; Idaho Falls.
Mary Lee Gold Mining Company; Pocatello.
Marysville Irrigation Company; Ashton.
Master Builders, Inc.; Boise.
Master Fence Fittings Inc. of Utah; Boise.
Material Distributors, Inc.; Lewiston.
Montana Flour Mills Company; Boise.
Monteview Grazing Association, Inc.; Monteview.
Montgomery Farms, Inc.; Boise.
Montgomery Mines, Inc.; Bonners Ferry.
Moore Construction, Inc.; Boise.
Moore's, Inc.; Hansen.
Moose Creek Silver Mines, Inc.; Kellogg.
Morgan Pickle & Packing Co., Inc.; Lewiston.
Morrison Farms, Inc.; Hayden Lake.
Mortgage Investment, Corporation; Boise.
Moscow Cycle, Inc.; Moscow.
Moscow Mountain Ski Corporation; Moscow.
Moseley Farms, Incorporated; Twin Falls.
Mosier Rendering Company; Payette.
Moss Home Improvements, Inc.; Idaho Falls.
Mother Lode Gold, Inc.; Wallace.
Mentivation, Inc.; Boise.
Motor Center, Inc.; Boise.
Motor-Matt, Inc.; Idaho Falls.
Motor Supply Warehouse, Inc.; Sandpoint.
Mouldings, Inc.; Boise.
Mountain Home Motorcycle Association, Inc.; Mountain Home.
Mountain King Mines, Inc.; Boise.
Mountain Pharmacal Supply, Inc.; Boise.
Mountain States Broadcasting Company; Idaho Falls.
Mountain States Health Care, Inc.; Twin Falls.
Mountain States Insulation & Supply Co.; Pocatello.
Mountain Title Co.; Cascade.
Mountain View Insurance Agency, Inc.; Boise.
Mtn. View Land & Livestock Co., Inc.; Sweet.
Mountain West Contractors, Inc.; Ashton.
Movilla, Inc.; Boise.
M-P-M Corporation; Gooding.
M P S Investment Co., Inc.; Fruitland.
Mr. Steak, Inc.; Boise.
Muddy Creek Irrigation Company; Woodruff.
Mullan Junior Chamber of Commerce, Inc.; Mullan.
Murphy Finance Company; Boise.
Murtaugh Water & Sewer Association, Inc.; Murtaugh.
Mutual Fund Associates Incorporated; Boise.
Mutual Investments Co.; Boise.
M V Trucking and Sales, Inc.; Buhl.
Myle's Torch Cafe & Lounge, Inc.; Boise.
Nacal Co., Inc.; Boise.
Nagel Beverage Co.; Boise.
Nampa Development Corporation; Nampa.
Nampa Ford Tractor, Inc.; Nampa.
Nampa Ford Tractor Sales, Inc.; Boise.
Nampa Insulation, Inc.; Nampa.
National Associated Properties, Inc.; Coeur d'Alene.
National Car Rental System, Inc.; Boise.
National Financial Service, Inc.; Boise.
National Food Enterprises, Inc.; Shelley.
National Furniture Store, Inc.; Lewiston.
National Motor Service Co.; Boise.
National Taco Company; Boise.
Nat J. Adams & Associates, Chartered; Boise.
N. B. Cattle Co.; Payette.
Need Products, Inc.; Boise.
Neil M. Wright, Architect, P.A.; Sun Valley.
Nevada Enterprises, Inc.; Boise.
Nevada Rock and Sand Company; Pocatello.
Newdale Water Association, Inc.; Newdale.
New Prospect Mining Company, Inc.; Bonners Ferry.
Newsome Mining Co.; Grangeville.
New Sweden Produce, Inc.; Idaho Falls.
Newton's Incorporated; Twin Falls.
The New Villager Condominium Association, Inc.; Sun Valley.
Neytro, Inc.; Salmon.
Nibb-It Corporation of America; Boise.
Nichols Electric Co.; Rupert.
Niemann Equip't, Inc.; Caldwell.
900 West Grazing Association, Inc.; Paul.
Noranda Aluminum, Inc.; Boise.
Nordman Store & Club, Inc.; Nordman.
Norm Bishop Porsche Audi, Inc.; Boise.
Norm's Service Parts Company of Pocatello, Inc.; Pocatello.
Northern Lumber Sales Company, Inc.; Bonners Ferry.
North Fork Club; St. Anthony.
North Fork Mining Company, Incorporated; Wallace.
North Highlander Farms, Inc.; Idaho Falls.
Northwest Lumber Inc.; [illegible]
[illegible] Paper Tree, Inc.; Boise.
[illegible] Property Supply of Idaho, Inc.; Idaho Falls.
[illegible] Park Equipment, Inc.; Twin Falls.
[illegible] to Rockford Bay Summer Homes, Inc.; Coeur d'Alene.
Parker Mining Company, Inc.; Kellogg.
Payette Water Association; Payette.
Payne Auto Parts, Inc.; Pocatello.
Payne Development Company Inc.; Twin Falls.
Pearl Water Company, Inc.; Burley.
Pearl Service Warehouse, Inc.; Rexburg.
Patterson's, Inc.; Nampa.
PASC, Inc.; Coeur d'Alene.
Pathologists' Regional Laboratory; Lewiston.
Paul B. Emerick Co.; Pocatello.
Paulucci's Boise, Inc.; Boise.
Paul W. Larsen, Contractor Inc.; Boise.
Payette County Recreation Inc.; Payette.
Payette Industrial Corporation Payette.
Payette Valley Riders, Inc. Payette.
P. C. V. Corporation; Pocatello.
Peakload Personnel Limited Boise.
Pearsons Boise Motorlodge Inc.; Boise.
Pella, Incorporated; Stallings.
Pend Oreille Building Company Inc.; Sandpoint.
Pend d'Oreille Lodge, Inc Sandpoint.
The Peoples Wholesale Market Inc.; Idaho Falls.
Personal Development Enterprises, Inc.; Boise.
Person To Person, Inc.; Boise.
Peterson Orchards, Inc.; Caldwell.
Pentagill's Gas-For-Less, Inc Mountain Home.
Peyton Investment Company Coeur d'Alene.
Philanthropy Society, Inc Boise.
Philippe's, Inc.; Ketchum.
Phillide Mines, Inc.; Wallace.
Phillips Farms, Inc.; Parma.
Pickett & Nelson, Inc.; Idaho Falls.
Pieper & Sons, Inc.; Idaho Falls.
Pine Building Association, Inc Meadow.
Pine Hills Mining Co., Inc Burley.
Pinehurst-Kingston Junior Chamber of Commerce, Inc Pinehurst.
Pine Vale Water Association, Inc.; Post Falls.
Pink's Electric, Inc.; Rupert.
Pioneer Foundation of Learning, Inc.; Idaho Falls.
Pizza Hut of Pocatello, Inc Pocatello.
Pizza Hut of Sun Valley, Inc Ketchum.
Plaza, Inc.; Boise.
Plexi-Lite Plastics of Idaho Westergard-Whalen, Inc.; Idaho Falls.
Plume Creek Silver Mines, Inc Clark Fork.
P-M Industries, Inc.; Arco.
Pocatello Airport Speedway Inc.; Pocatello.
Pocatello Board of Realtors Inc.; Pocatello.
Pocatello Capers Aero Club Inc.; Pocatello.
Pocatello Dodge, Inc.; Pocatello.
Pocatello Furniture and Upholstery Company; Pocatello.
Pocatello Jaycees, Inc.; Pocatello.
Pocatello Kennel Club, Inc Pocatello.
Pocatello Little League Football Inc.; Pocatello.
Pocatello Soft Water Service Company; Pocatello.
Pole-Line Distributing Co., Inc Pocatello.
Pole Line Drug Co.; Pocatello.
Pomme Terre, Inc.; Fruitland.
Ponderay Enterprises, Inc Coeur d'Alene.
Ponderosa Parks, Inc.; Cascade.
Pond's Lodge, Inc.; Island Park.
Pontewall, Inc.; Ketchum.
Poor Richards Inc.; Boise.
Portneuf Irrigating Company Arimo.
Post Falls Canning, Inc.; Post Falls.
Post Falls Chamber of Commerce, Inc.; Post Falls.
Potlatch Youth Center, Inc Potlatch.
Pour House Club, Inc.; Boise.
Powder Burners Rifle and Pistol Club, Incorporated; Emmett.
Preston Dodge, Inc.; Preston.
Priest Lake Ridgerunners Snowmobile Club, Inc.; Priest Lake.
Priest River Jaycees, Inc Priest River.
Professional Offices, Inc Nampa.
Professional Plaza, Inc.; Rexburg.
Profit Minder, Inc.; Boise.
Progressive Insulation & Cell Engineers, Inc.; Pocatello.

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PROTESTANTS Exhibit #[illegible] Admitted 10/19/82

I

PROTESTANTS EXHIBIT "I" ADMITTED 10/14/70

CONTRACT OF SALE

THIS AGREEMENT, Made and entered into this 26th day of December, 1969, by and between IDAHO POWER COMPANY, a corporation, duly authorized to do business in the State of Idaho, party of the first part, hereinafter referred to for convenience as "Seller," and BOX CANYON TROUT COMPANY, INC, a corporation, and RICHARD KASTER and FDITH KASTER, husband and wife, parties of the second part, hereinafter referred to for convenience as "Buyers," WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained to be kept and performed by the parties and the sums of money to be paid, the Seller agrees to sell and the Buyers agree to purchase all of the following described real property located in Sections Twenty-seven (27) and Twenty-eight (28), Township Eight (8) South, Range Fourteen (14) East, Boise Meridian, Gooding County, Idaho, and more particularly described as follows, to-wit:

> The Northwest Quarter (NW¼) of Section Twenty-seven (27); East Half of the Northeast Quarter (E½NE¼), Southwest Quarter of the Northeast Quarter (SW¼NE¼), Lot Two (2) and Lot Five (5) of Section Twenty-eight (28), except that part of Lot Five (5) which was conveyed in Book 33 Deeds, Page 470, records of Gooding County, Idaho; all in Township Eight (8) South, Range Fourteen (14) East, Boise Meridian, Idaho.

Together with all and singular the tenements, hereditaments and appurtenances to said conveyed premises belonging and in any wise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate right, title and interest in and to the said property, as well in law as in equity, of the said party of the first part.

PRICE: The Buyers agree to pay for said real property the sum of One Hundred Two Thousand and No/Hundredths Dollars ($102,000.00) lawful money of the United States of America, as follows, to-wit:

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1. $10,200.00 down at the signing of this agreement, the receipt of which is hereby acknowledged.

2. $13,680.91, which includes interest at the rate of 8% per annum, beginning with the first day of November, 1970, and thereafter on or before the first day of November, up to and including the first day of November, 1978, with the final payment of $13,680.79 to be paid on or before the first day of November, 1979, when the entire sum of both principal and interest will be entirely paid.

POSSESSION: The Seller agrees to give the Buyers possession of the above described premises on or before November 15, 1969.

RESERVATION OF TITLE: It is agreed that the title to the above described property is hereby reserved in the Seller until the full purchase price thereof shall have been paid in full, and Buyers shall be entitled to the possession of the premises from the 15th day of November, 1969, and so long as they comply with the terms of this contract.

TITLE AND TITLE EVIDENCE: The Seller agrees to furnish the Buyers a good and sufficient warranty deed to the real property previously described herein.

The Seller warrants that it is vested with a good and merchantable fee simple title to the premises, subject only to the following:

All patent and state deed reservations; the bonded debt of all taxing units; all easements and rights of way over the premises, regardless of how evidenced or acquired and whether the same appear of record or not, and a Mortgage and Deed of Trust from Idaho Power Power Company to Bankers Trust Company and J C Kennedy (successor to R G Page), as Trustees, which the Seller agrees to have released by March 15, 1970.

The Seller further agrees to furnish a policy of title insurance showing marketable title to the real property in itself, subject to the exceptions above listed. Said policy of title insurance is to be furnished to the Buyers within twenty (20) days after the $10,200.00 payment at the signing of this agreement, and the Buyers shall within twenty (20) days of the receipt thereof have said policy of title insurance examined and point out in writing to the said Seller any defects in or objections to said title.

TAXES AND ASSESSMENTS: The Seller agrees to pay all taxes and assessments against the premises lawfully assessed in the year 1969 and all prior years.

All taxes and assessments for the year 1970 and thereafter shall be paid by the Buyers.

WASTE: Buyers covenant to commit no waste on said premises and to permit no waste by others on said premises and to permit no mechanics', or other liens whatever to encumber said property, except as agreed to by Seller. Any improvements placed on said property shall become a part of the realty and shall at all times remain on said property.

ESCROW: Seller, upon clearance of the title insurance policy by the Buyers and following the release of said property from the Mortgage and Deed of Trust, shall execute a good and sufficient warranty deed conveying good and merchantable title to said property to Buyers and Seller agrees to place in escrow at that time with The Idaho First National Bank, Boise, Idaho, said warranty deed, together with the original of this contract and title insurance policy, and the escrow holder is hereby instructed and directed to deliver said warranty deed and said title insurance policy to Buyers upon completion of all payments to be made in accordance with this Contract of Sale. But if said Buyers fail to perform each and all of the terms of this contract encumbent upon them to be performed, or any of them, and especially if they fail to

make payment of said purchase price and the interest thereon in the manner provided in said contract, or shall fail to pay taxes and assessments as in said contract agreed, and said default shall continue for thirty (30) days after the Seller gives Buyers in said contract notice thereof, as provided in the contract, then said escrowholder is hereby authorized to deliver said warranty deed and title insurance policy to Seller free and clear of all right, title and claim of said Buyers.

DEFAULT AND FORFEITURE: Time is agreed to be of the essence of this contract, and in the event the Buyers shall fail or refuse to make any of the payments of any kind or nature which they have hereinbefore contracted to make, at the time and in the manner herein provided; or to pay before delinquency taxes or assessments, or commit waste, or permit any waste by others on said property, or permit any mechanics' or other liens to attach to said property, or fail to comply with any of the covenants in this agreement contained, then Seller shall have the option to declare this contract at an end, and if it so elects to declare this contract at an end it shall first give Buyers thirty (30) days' written notice of the matters in regard to which they are in default, and during the said thirty days they shall have the right to remedy said default. Such notice shall be given in writing by personal service or by mailing through the escrowholder to said Buyers, or their heirs, successors or assigns, by registered mail addressed to their residences, and if Buyers fail to remedy said default within said period of thirty days, then they shall forfeit all right they may have to said premises and Seller shall be released from all obligation in law and in equity to convey said property, and the said Seller shall retain unto himself all sums theretofore paid as agreed liquidated damages and not as a penalty for the failure of the Buyers to make said payments as heretobefore provided, and as the reasonable value of the use and occupancy of said property during the time the possession thereof

is retained by Buyers under this contract, and upon such forfeiture Buyers shall surrender the possession of said premises to Seller and from the date of such forfeiture Buyers shall be deemed to be tenants of Seller holding over after the expiration of its lease and shall be subject to dispossession under the law relating to forcible entry and detainer.

No provision contained herein shall be construed as an election of any remedy which Seller might have for a breach hereof.

LEGAL ACTION: It is further understood and agreed that in the event it is necessary for legal action to be brought by the Seller, or the Buyers, to enforce the provisions of this agreement, the losing party in any Court action shall pay the prevailing party therein a reasonable attorney's fee, and in addition shall pay the costs allowed by law.

ESCROW CHARGES: It is agreed that the escrow fees herein shall be divided equally between the parties hereto.

SUCCESSORS AND ASSIGNS: The covenants in this agreement shall extend to and bind the successors and assigns of the respective parties hereto.

SIGNATURES: IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals the day and year in this contract first above written.

IDAHO POWER COMPANY, Seller

By _____
Vice President

(CORPORATE SEAL)

ATTEST:

_____
Secretary

BOX CANYON TROUT COMPANY, INC

By _____
President

(CORPORATE SEAL)

ATTEST:

_____
Secretary

Richard Kaster

Edith Kaster

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STATE OF IDAHO)
) ss
County of Ada)

On this ___ day of _____, 1969, before me, Mary I Morton, a Notary Public, personally appeared GLENN J HALL and JAMES E BRUCE, to me personally known, who being duly sworn, did say that they are respectively the Vice President and Secretary of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as the free act and deed of said corporation.

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

_____
Notary Public
Residing at Boise, Idaho
My Commission expires April 1, 1972.

(NOTARIAL SEAL)

STATE OF IDAHO)
) ss
County of Ada)

On this ___ day of _____, 1969, before me, a Notary Public, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are respectively the _____ President and _____ Secretary of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as the free act and deed of said corporation.

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

_____
Notary Public
Residing at:
My Commission expires:

(NOTARIAL SEAL)

STATE OF IDAHO)
) ss
County of Ada)

On this 2nd day of December, 1969, before me, a Notary Public, personally appeared Earl W. Hart, to me personally known, who being duly sworn, did say that he was the President of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as the free act and deed of said corporation.

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

Notary Public
Residing at:
My Commission expires:
September 9, 1973

(NOTARIAL SEAL)

STATE OF IDAHO)
) ss
County of Ada)

On this 2nd day of December, 1969, before me, a Notary Public, personally appeared Edwin Krall, to me personally known, who being duly sworn, did say that he was the Secretary of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as the free act and deed of said corporation.

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

Notary Public
Residing at:
My Commission expires:

(NOTARIAL SEAL)

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STATE OF IDAHO)
) ss
County of Twin Falls)

On this 1st day of October, 1970, before me, a Notary Public, personally appeared RICHARD KASTER and EDITH KASTER, known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

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

(NOTARIAL SEAL)

Notary Public for Idaho
Residing at: Twin Falls
My Commission expires: 1971

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Form No. RE-21

EARNEST MONEY AGREEMENT

OFFICIAL FORM

COPYRIGHT 1968 STATE ASSOC.

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

RECEIVED OF: TWIN FALLS, IDAHO, AUG. 6, 1969

WESLEY E. REYNOLDS, KEN WERTH + DONALD J. HINZE herein called "Buyer," the sum of One Thousand & Five hundred & 2/100 ($1,500.00) Dollars in the form of Check paid to the Broker as earnest money and in part payment of the purchase price for the following property situate in TWIN FALLS County, Idaho LOT 7 EXCEPT THE SOUTH 330 FEET THEREOF AND ALL OF LOTS 3 + 4 IN SECTION 28, TOWNSHIP 8 SOUTH, RGE. 14 E.B.M., TWIN FALLS COUNTY, IDAHO, ALSO 300 C.F.S. IN BOX CANYON PERMIT #6 GOODING COUNTY, IDAHO (If more space is needed, continue on reverse side.)

Buyer hereby offers to purchase the above described property in its present condition after full inspection on the terms and conditions herein provided, and in consideration of Seller's refraining from offering said property for sale to any other person within ..... days from date, agrees not to withdraw this offer during said period.

Included as part of the property sold to the buyer are such of the following items as may now be on the premises, which will be delivered free and clear of encumbrances: All existing linoleum, window screens, screen doors, television antennae, shades, venetian blinds, curtain rods, attached lighting, plumbing and bathroom fixtures, water-heating apparatus and fixtures, awnings, ventilating, cooling and heating systems, irrigation fixtures and equipment, trees, plants and shrubs and all other attached fixtures not herein reserved or excepted; together with the following personal property: ALL IRRIGATION SYSTEMS INCLUDING PUMPS + SPRINKLER SYSTEM.

The total purchase price is:

TWO HUNDRED FIFTY THOUSAND + no/100 ($250,000.00) Dollars

and after deducting the sum hereinbefore receipted for the balance shall be payable as follows:

$48,500 when contracts are signed and closed, but not before Sept 20, 1969. The balance of $200,000 payable in 20 equal annual installments, 1st payment to begin on Sept 20, 1970 plus interest @ 6% per annum on unpaid balance. Subject to right of swap for water on box canyon to develop project of right to water completed within 5 years seller will receive 1,500.00 additional or given $48,500.00 of contract to be paid & cancelled on or before Sept 1, 1970 (If more space is needed, continue on reverse side.)

Seller authorizes the real estate broker, hereinafter referred to as "Broker," to order and charge to Seller's account, immediately upon acceptance of this offer, and of assurance of any contemplated financing, if any, provided for hereinabove, either a policy of Title Insurance (using a preliminary title report prior to close of sale, after which the Title Insurance will be issued) or, at the Seller's option an abstract of title certified to a date subsequent hereto evidencing condition of the title for inspection and approval of the Buyer. If Buyer's approval of the condition of the title is withheld, Buyer shall have 10 days after receipt of evidence of title in which to deliver to Seller or Broker written objections thereto. Failure to so object within the 10 day time limit provided shall be deemed approval and acceptance of the condition of the title. The Broker shall in no way be responsible for delivery to Buyer, or condition of the title.

The earnest money deposited herein shall be refunded to Buyer and this agreement voided if the Seller fails to accept Buyer's offer within the time provided, or if merchantable title cannot be delivered within a reasonable time. Should the improvements on subject property be materially damaged by fire or otherwise, prior to closing this sale, this agreement shall be voidable at the option of the Buyer.

Unless otherwise provided herein, the real property shall be conveyed by warranty deed, free of encumbrances except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements of record. Any encumbrances to be discharged by Seller may be paid out of the purchase money at date of closing.

The parties hereto authorize the Broker to arrange financing, if financing is required and Buyer agrees to use his best efforts to obtain such financing. Financing costs shall be paid by Buyer. However, if FHA or VA regulations apply to limit Buyer's loan service fee, Seller agrees to pay any excess thereof.

All taxes, rents, insurance premiums and accruing interest shall be prorated as of possession date, which shall be Sept. 20, 1969, 19..., providing sale is closed by that date—otherwise, upon closing.

In case the Buyer shall fail to promptly perform any covenant or agreement aforesaid and to do all things necessary and prerequisite to the consummation of this sale, the Seller may declare a forfeiture of this contract, and all rights of the Buyer shall cease and payments made by him may be retained by the Seller as liquidated damages, and not as a penalty, or the Seller may pursue any other remedy available under the laws of the State of Idaho. In any action brought upon this agreement, the prevailing party shall be entitled to reasonable attorney fees.

This agreement shall bind the heirs, executors, administrators, successors and assigns of the respective parties hereto, and time is of the essence hereof. There are no verbal agreements which modify the terms and conditions hereof.

Broker: .....

By: .....

BUYER: Wesley C. Reynolds Twin Falls, Ida
(Address)

BUYER: ..... Phone: 733-0329

SELLER ACCEPTS the foregoing terms and conditions and agrees to sell the above property to Buyer and to pay the Broker a commission of ..... which the Broker shall have the right to retain from the proceeds of this sale. In the event the earnest money receipted for in connection with this sale is forfeited, Seller agrees that it shall be apportioned to the Broker to the extent of the agreed upon commission with the remainder thereof, if any, to be paid to the Seller.

Dated August 8, 1969

SELLER: Richard H. Kaster

SELLER: Edith M. Kaster

STATE OF ....., COUNTY OF ..... ss.

On this ..... day of ....., 19..., before me, a Notary Public in and for said State, personally appeared ..... known to me to be the person whose name ..... subscribed to the within instrument, and acknowledged to me that ..... executed the same.

(SEAL) Notary Public for ..... Residing at .....

My Commission expires .....

PROTESTANTS EXHIBIT "N" ADMITTED 10/14/70

BUYER'S COPY—with Seller's Acceptance

36 7061

[illegible]

Articles of Incorporation

of

[illegible] TIMES COMPANY,

Place of business: Boise, Idaho

Existence: Perpetual

Capital Stock: $251,000.00

STATE OF IDAHO
Department of State
Boise, Idaho

Approved, filed and admitted to the records of articles of incorporation of the State of Idaho and certificate issued this 20th day of December 1969 at 1:20 o'clock P. M.

FEES PAID

Filing	$ 100.00
Recording	4.00
Cert. Copy	
Certificate	6.00
License Tax	75.00
TOTAL	$ 185.00

Pete T. Cenarrusa
SECRETARY OF STATE

BY [illegible]
CORPORATION CLERK

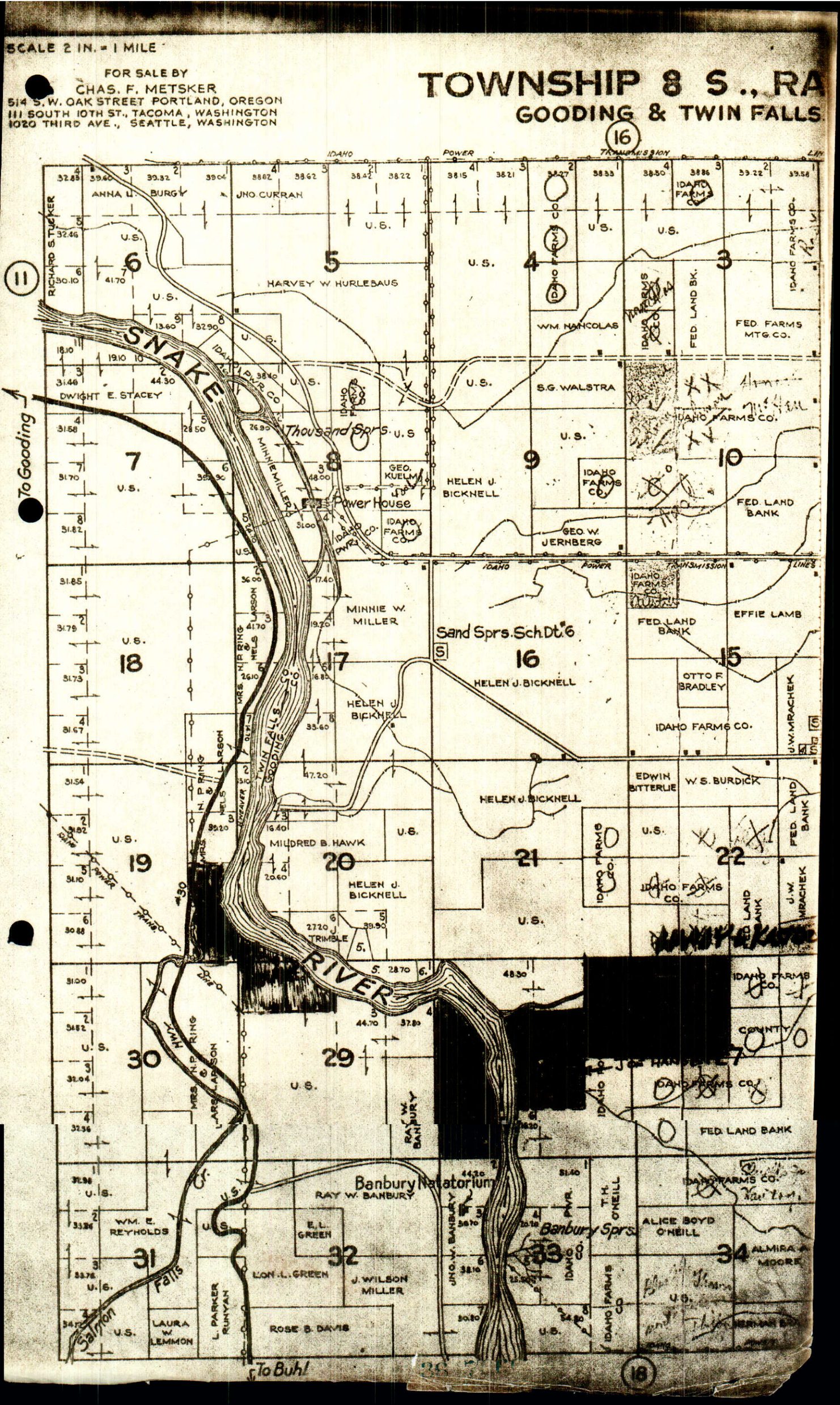
Filed by Dale Clemons
Boise, Idaho

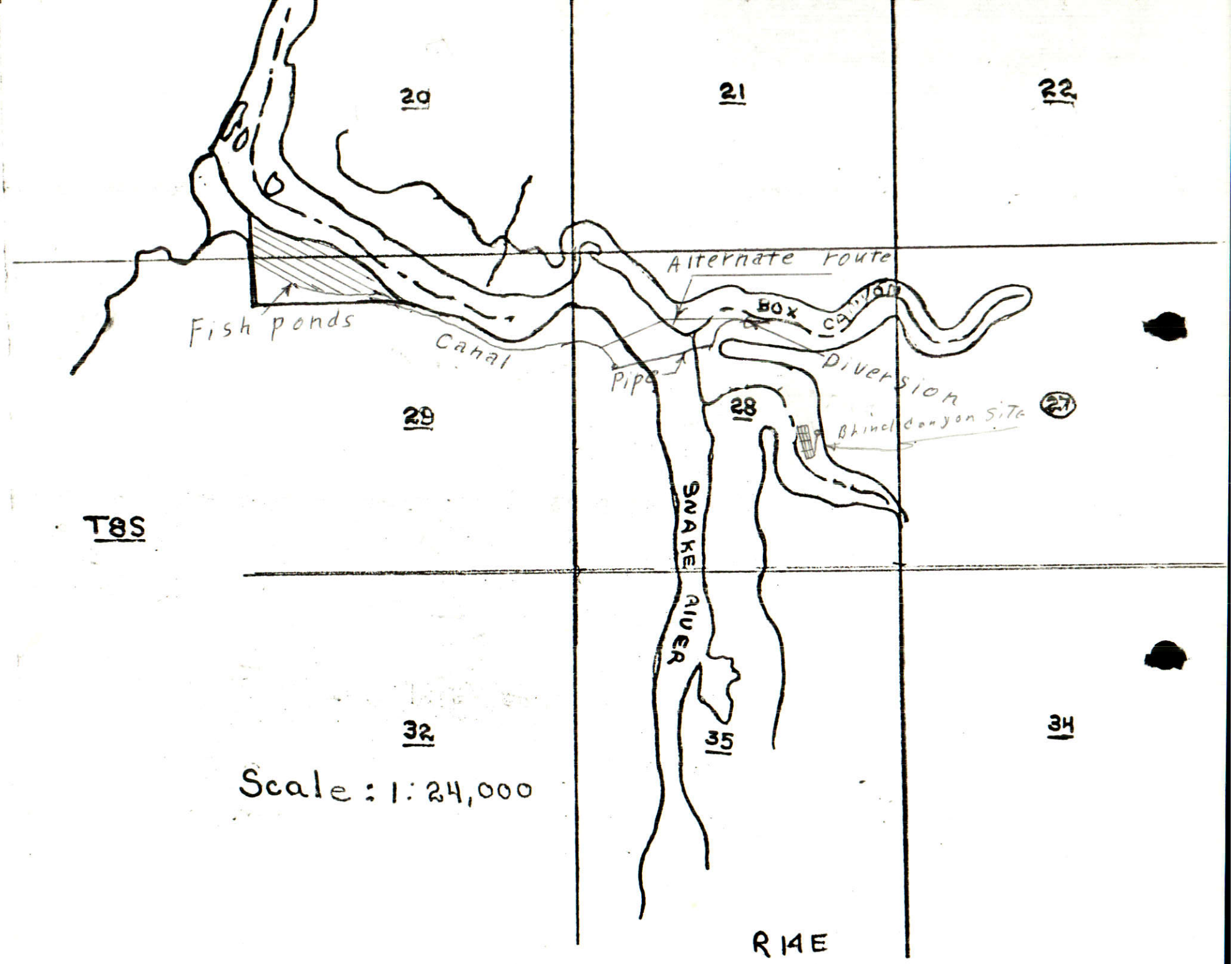
36 7060

SCALE 2 IN. = 1 MILE

FOR SALE BY
CHAS. F. METSKER
514 S.W. OAK STREET PORTLAND, OREGON
111 SOUTH 10TH ST., TACOMA, WASHINGTON
1020 THIRD AVE., SEATTLE, WASHINGTON

TOWNSHIP 8 S., RA
GOODING & TWIN FALLS




20
21
22
Alternate route
Box Canyon
Fish ponds
Canal
Pipe
Diversion
Blind Canyon Site
27
28
29
T8S
SNAKE RIVER
32
35
34
Scale: 1: 24,000
R14E

9902 36

Affidavit of Publication

RECEIVED
DEC 31 1969
Department of Reclamation

State of Idaho, County of Gooding } SS.

Thomas D. Miller, 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 11 day of December, 1969, and the date of the last publication was on the 18 day of December, 1969

Thomas D. Miller

Subscribed and sworn to before me this 30 day of December, 1969
(SEAL)

Audrey C. Bilsher
NOTARY PUBLIC

GOODING COUNTY LEADER
Gooding, Idaho

COST OF PUBLICATION

Number of Lines in Notice 46		
Number of Insertions 2		
46 Lines at 14c		6.44
46 Lines at 10c		4.60
TOTAL COST		11.04

Bill submitted 1-5-70 dr

COPY OF NOTICE

Title of Notice

Amended

Title of Notice

Application for

NOTICE OF AMENDED APPLICATION FOR PERMIT

Notice is hereby given that application for permit no. 36-7066 in the name of George Lemmon and Norman Standal was filed for the diversion of 400.0 cfs water from Box Canyon Creek (380.0 cfs) and Blind Canyon Creek (20.0 cfs) to be diverted within the SW¼NE¼ (2 points) of Sec. 28, T. 8S, R. 14E, B.M., Gooding County, to be used from January 1 to December 31 for fish propagation purposes and from April 1 to October 31 for irrigation in Lots 2, 3, 4, 5 and 7 of Sec. 28, T. 8S, R. 14E, B.M.

The applicants now propose to amend application no. 36-7066, requesting 400.0 c.f.s. of water from Box Canyon Creek and Blind Canyon Spring to be diverted within the NW¼NE¼ and NW¼-SE¼ of Sec. 28, T. 8S, R. 14E, B.M., Gooding County, from January 1 to December 31 for fish propagation purposes in the SW¼SW¼ of Sec. 20, N½NW¼ of Sec. 29 and NW¼SE¼ of Sec. 28, T. 8S, R. 14E, B.M.

Any protests to the proposed amending of this application may be filed with the Idaho Department of Reclamation within ten days from the last date of publication of this notice.

R. Keith Higginson
State Reclamation Engineer

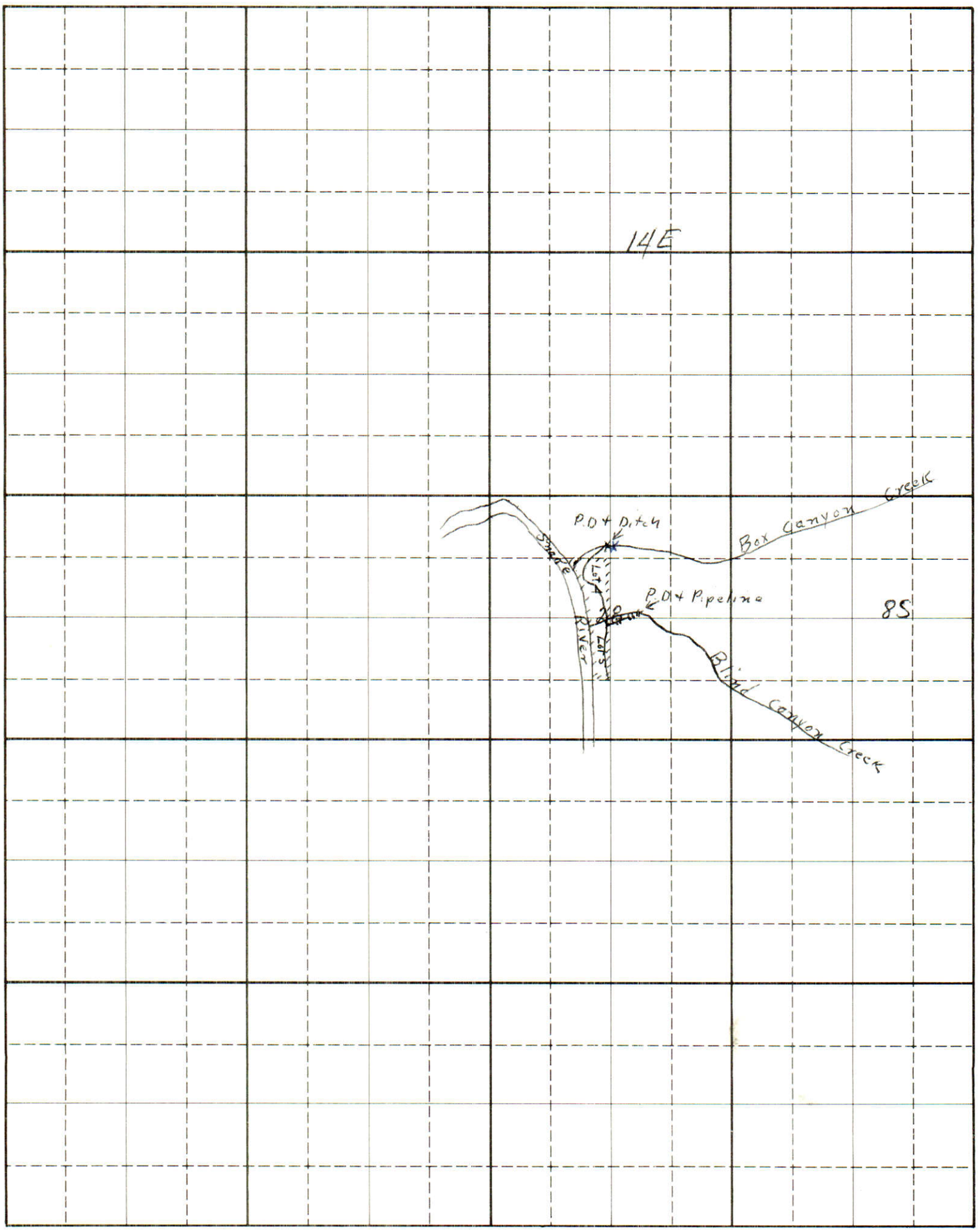
12-11-2tc

6 pt. per line, successive insertion.....10c

No. 677

36 7066

11. Map of proposed project:



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.

Geo. H. Lemmon
(Applicant)

Norman S. Standal

36 7066

Affidavit of Publication

State of Idaho, County of Gooding } SS.

Thomas D. Miller, 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 14 day of August, 1969, and the date of the last publication was on the 21 day of August, 1969

Thomas D. Miller

Subscribed and sworn to before me this 21 day of August, 1969
(SEAL)

Audrey C. Belsher
NOTARY PUBLIC

GOODING COUNTY LEADER
Gooding, Idaho

COST OF PUBLICATION

Number of Lines in Notice 31		
Number of Insertions 2		
31 Lines at 14c		4.34
31 Lines at 10c		3.10
TOTAL COST		7.44

Bill submitted 9-5-69 ds

COPY OF NOTICE

Title of Notice: Application for Water

Title of Notice: George Lemmon

Plaintiff Attorney

NOTICE OF APPLICATION FOR WATER

Notice is hereby given that George Lemmon and Norman Standal, Hagerman, Idaho, have on June 19, 1969, applied for permit under application No. 36-7066 to divert 400.00 cubic feet per second of water from Box Canyon Creek (380.0 cfs) and Blind Canyon Creek (20.0 cfs). Water will be diverted by open ditch and pipeline within the SW¼NE¼ (2 points), Sec. 28. T. 8S, R. 14E, B.M., Gooding County and is to be used from January 1 to December 31 for fish propagation and from April 1 to October 31 for irrigation in Lots 2, 3, 4, 5 and 7, Sec. 28, T. 8S, R. 14E, B.M.

Any protest against this application must be filed with the Department of Reclamation wihin ten days from the last date of this notice.

R. Keith Higginson
State Reclamation Engineer

8-14-2tc

Department of Re[illegible]tion

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 insertion	10c

No 569

36 7066

This option may be exercised by the buyer, at any time while the offer herein shall remain in force, by mailing or delivering in person a written notice of acceptance of the offer herein to the undersigned, Robert Ring, at Route #4, Buhl, Idaho.

The offer herein shall remain irrevocable for a period of four years from the date hereof and shall remain in force thereafter until one year from the date hereof unless earlier terminated by the seller. The seller may terminate this offer at any time after the four years irrevocable period provided herein by giving to the buyer 10 days written notice of intention to terminate at the address of the buyer.

IN WITNESS WHEREOF, the seller and buyer have set their hands this 17th day of September, 1970.

Robert Ring

Irene Ring
Seller

Buyer

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

On this _____ day of September, 1970 before me, the undersigned, a notary public in and for said State personally appeared Robert Ring and _____ Ring, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Notary Public for the State of Idaho, residing at _____, Idaho

7066

of Lot 2 of Section 6, Lot 2 & the NW¼ NW¼ Sec 29, all in Township South, Range 14 E BM,

George - I have sent the original Copy of the 2nd option to Norman Standal - Here is a copy for you

Exhibit "A"

DAVE P. NICHOLSON
Real Estate Broker

HAGERMAN, IDAHO 83332
Telephone 837-4731

October 2, 1969

Lease with Option to Purchase

We, Norman Standal and George R. Iverson, do hereby deposit the sum of $100.00 with Dave Nicholson, a Real Estate Broker. Said $100.00 is to be the first months payment on an option to purchase Lot 7 sec. 30 and Lot 1 and NE of NW of sec. 29 all in Twsp 8 So. R 14 EBM. Contains 2 acres more or less. Subject to easements.

Said option is to run from October 2, 1969 until October 29, 1974. Payments to be $100.00 per month, in advance, beginning October 2, 1969. Buyers have privilege of buying property at any time during the option period for the agreed price of $50,000.00, payable 29% down, and balance of $35,500.00 to be payable in twelve equal annual payments plus 6% interest on the unpaid balance. Buyers to have privilege of paying off any time after first annual payment has been made, without any penalty. Seller is to furnish policy of title insurance for 29% but buyers to pay for any Deed when total sale price is paid.

The above offer provides that no excavation or other disturbance of the top soil will be effected until after one-half of purchase price has been paid. This proviso is not to be construed to mean prevention of normal cultivation of the soil in farming, the operation of a golf course, mobile home park or subdivision. Buyers to have the right to construct the necessary facilities, including buildings, excavations and pipelines, etc. for installation and operation of recreational fish raising facilities, such as pond raceways etc. But should be interpreted to prevent the excavation and sale of rock, sand and gravel pits or otherwise materially change the natural contour of the terrain.

If option is forfeited at any time, the money paid on option shall be divided between seller and broker as follows: $50 to seller & $50 to broker. Further when option is taken up and 29% of purchase price is paid Dave Nicholson shall be entitled to 5% of sale price as his commission.

All option money paid by buyers shall apply as part of the 29% down payment and any option money paid to broker shall apply as part of his commission

October 2, 1969

The offer as contained in this lease is accepted with the following exceptions:
That part of the statement as pertains to division of money paid on option;
$50 to seller and $50 to broker in any division of money collected as a result of this transaction shall be divided between seller and broker.

36 7066

TO WHOM IT MAY CONCERN

I, Truett C. Anderson have entered into an agreement with Norman S. Standal and George H. Lemmon leasing to them and giving them the option to purchase Lot 7, Lot 2, and the NW¼ of NW¼ of Section 20 all in Township 8S Range 14EBM for the purpose of establishing a fish farm.

State of Idaho, County of Twin Falls

On this _____ day of _____ 1969, before me, Notary Public in and for said State personally appeared Truett C. Anderson known to me to be the person whose names are subscribed to the written instrument, and acknowledged to me that they executed the same.

_____

Notary Public for _____

Residing at _____

My commission expires

_____

36 7066

NAME AND ADDRESS OF SENDER: Department of Water Administration

Indicate type of mail: ☐ INSURED ☐ C. O. D. ☒ CERTIFIED

Affix stamp here if issued as certificate of mailing or for additional copies of this bill.

POSTMARK AND DATE OF RECEIPT

	NUMBER OF ARTICLE	NAME OF ADDRESSEE, STREET, AND POST-OFFICE ADDRESS	POSTAGE	FEE	DUE SENDER IF C. O. D.	ENDORSEMENT [1]	R. R. FEE	S. D. FEE	S. H. FEE [2]	RESTRICTED DELIVERY FEE / REMARKS
1	22247	Richard Kastler Rt 4, Twin Idaho		30			15			36·7066·7068 7091
2	22248	Earl Hardy, 1220 Vista Ave Boise, Idaho		30			15			36·7066·7068 7091
3	22249	Curtis Taylor Acting manager, Bureau								36·7069
4		of Land management, Room 334, Federal		30			15			36·7066·7068
5		Bldg. Boise, Idaho								
6	22250	Lacy Robertson, Daly + Larson					15			36·7066·7068
7		Attn. John A. Rashall, P.O. Box 525								36·7069·7091
8		Twin Falls, Idaho								
9	22251	Kramer, Plankey + Merrill Attn. Ken		30			15			36·7066·7069
10		E Smith J. Box 508, Twin Falls Idaho								36·7091
11	22252	Norman S. Standal + George H. Brunen		30			15			36·7066·7068
12		Star Route Blue Idaho								36·7069·7091
13	22253	Stephan + Gallegos Attn Daniel A.		30			15			36·7066
14		Davis, Twin Falls Bank + Trust Co. Bldg								
15		P.O. Box 83, Twin Falls, Idaho								
16	22254	Donald J. Hyde, 132 Locust Street		30			15			36·7068·7069
17		North Twin Falls, Idaho								36·7091
18	22255	Idaho Power Company, 1220 Idaho Street		30			15			36·7069
19		Boise, Idaho								
20		36 7066								

TOTAL NUMBER OF PIECES LISTED BY SENDER: 9

TOTAL NUMBER OF PIECES RECEIVED AT POST OFFICE:

POSTMASTER, PER (Name of receiving employee):

[1] Mark "F" if "Fragile," "P" if "Perishable," "E" if "Eggs," "EH" if "Eggs for Hatching," "B" if "Butter," "FL" if "Fragile-Liquid," and "FLU" if "Fragile-Liquid—This Side Up."

[2] Special-handling charges apply only to fourth-class parcels. Special-delivery service also includes special-handling service.

POD Form 3877-A—July 1958

U. S. GOVERNMENT PRINTING OFFICE C48—16—72948-2

ROBERT W. STEPHAN
ROBERT N. W. BALLEISEN
DANIEL A. SLAVIN

STEPHAN AND BALLEISEN
ATTORNEYS AT LAW
TWIN FALLS BANK AND TRUST CO. BUILDING
TWIN FALLS, IDAHO 83301

TELEPHONE 208 733-2722
P. O. BOX 83

RECEIVED
SEP 16 1970
Department of Water Administration

September 15, 1970

MR. C. STEPHEN ALLRED
Deputy Director
Idaho Department of Water Admn.
Statehouse
Boise, Idaho 83707

Re: Permit No. 36--7066-George Lemmon and Norman Standall

Dear Mr. Allred:

We appreciate receipt of Notice of the intended conference or hearing in protest of the above application, set for October 5, 1970. After conferring with our clients, we understand that all claims against George Lemmon and Norman Standall have been satisfied. Because satisfaction has been had, we will neither appear nor protest at said October 5 hearing.

Sincerely,

STEPHAN, BALLEISEN AND SLAVIN

Daniel A. Slavin

Daniel A. Slavin

DAS:ls

36 7066

NAME AND ADDRESS OF SENDER Department of Water Administration

Indicate type of mail: ☐ INSURED ☐ C. O. D. ☒ CERTIFIED

Affix stamp here if issued as certificate of mailing or for additional copies of this bill.

POSTMARK AND DATE OF RECEIPT

	NUMBER OF ARTICLE	NAME OF ADDRESSEE, STREET, AND POST-OFFICE ADDRESS	POSTAGE	FEE	DUE SENDER IF C. O. D.	ENDORSEMENT [1]	R. R. FEE	S. D. FEE	S. H. FEE [2]	RESTRICTED DELIVERY FEE / REMARKS
1	22162	Stephan + Ballerjen, Attn. Daniel A	06	30			15			36-7066
2		Llewin Twin Falls Bank + Trust Co.								
3		Bldg P.O. Box 83 Twin Falls, Idaho								
4	22163	Norman L. Standal + George H Lemon	06	30			15			36-7066-7068
5		Star Route Elba, Idaho								36-7069-7091-7121
6	22164	Kramer, Blakey + Merkel Attn. Gene	06	30			15			36-7066-7069
7		Smith Jr. Box 508 Twin Falls								36-7091
8	22165	Larry Robertson, Daly + Larsen Attn	06	30			15			36-7066-7068
9		John A Rashat P.O. Box 525 Twin Falls							36	7069-7091
10	22166	Mr Curtis Taylor Acting manager Bureau	06	30			15			36-7066-7068
11		of Land management Room 334,								36-7069
12		Federal Bldg. Boise Idaho								
13	22167	Earl Hardy, 1220 Vista Avenue Boise Idaho	06	30			15			36-7066-7068-7091
14	22168	Richard Kyarsh, Route 4 Buhl Idaho	06	30			15			36-7066-7068-7091
15	22169	Donald J Hinz, 232 Locust Street north	06	30			15			36-7068-7069
16		Twin Falls Idaho								36-7091
17	22170	Idaho Power company, 1220 Idaho Street	06	30			15			36-7069
18		Boise Idaho								
19	22171	Idaho Environmental Council Inc. P.O. Box	06	30			15			36-7121
20		3371 University Station Moscow Idaho								

TOTAL NUMBER OF PIECES LISTED BY SENDER	TOTAL NUMBER OF PIECES RECEIVED AT POST OFFICE	POSTMASTER, PER (Name of receiving employee)
10		

[1] Mark "F" if "Fragile," "P" if "Perishable," "E" if "Eggs," "EH" if "Eggs for Hatching," "B" if "Butter," "FL" if "Fragile-Liquid," and "FLU" if "Fragile-Liquid—This Side Up."

[2] Special-handling charges apply only to fourth-class parcels. Special-delivery service also includes special-handling service.

POD Form 3877-A July 1958

U. S. GOVERNMENT PRINTING OFFICE C48—16—72948-2

36 7066

NAME AND ADDRESS OF SENDER Department of Education

Indicate type of mail
☐ INSURED ☐ C. O. D. ☒ CERTIFIED

Affix stamp here if issued as certificate of mailing or for additional copies of this bill.
POSTMARK AND DATE OF RECEIPT

NUMBER OF ARTICLE	NAME OF ADDRESSEE, STREET, AND POST-OFFICE ADDRESS	POSTAGE	FEE	DUE SENDER IF C. O. D.	ENDORSEMENT [1]	R. R. FEE	S. D. FEE	S. H. FEE [2]	RESTRICTED DELIVERY FEE / REMARKS
1	21904		30			15			36-7037
2									36-7024
3	21906		30			15			36-7057
4									
5									
6	21907		30			15			36-7066
7									36-7062
8	21908		30			15			36-70
9	21909		30			15			36-706
10	21910		30			15			36-7064
11									36-7069
12									
13	21911		30			15			36-7067
14									36-7068
15	21912	06	30			15			36-7065
16									36-7069
17									
18	21913		30			15			36-7063
19									
20									

TOTAL NUMBER OF PIECES LISTED BY SENDER	TOTAL NUMBER OF PIECES RECEIVED AT POST OFFICE	POSTMASTER, PER (Name of receiving employee)
10		

[1] Mark "F" if "Fragile," "P" if "Perishable," "E" if "Eggs," "EH" if "Eggs for Hatching," "B" if "Butter," "FL" if "Fragile-Liquid," and "FLU" if "Fragile-Liquid—This Side Up."
[2] Special-handling charges apply only to fourth-class parcels. Special-delivery service also includes special-handling service.

POD Form 3877-A—July 1958

U. S. GOVERNMENT PRINTING OFFICE 648—16—72948-2

36 7066

BEFORE THE STATE RECLAMATION ENGINEER

OF THE

STATE OF IDAHO

IN THE MATTER OF APPLICATION FOR PERMIT NO. 36-7066 in the name of GEORGE LEMMON & NORMAN STANDAL

NOTICE OF CONFERENCE AND/OR HEARING ON PROTEST

On June 19, 1969, George Lemmon & Norman Standal, Hagerman, Idaho, filed with the Department of Reclamation an application to appropriate the public waters of the State of Idaho. That application was amended on November 26, 1969. On August 22, 1969 and again on December 22, 1969, the Department of Reclamation received a protest filed by Richard Kaster, Buhl, Idaho, against approval of said application for permit. On December 27, 1969, the Department of Reclamation received a protest against approval of said application for permit from Earl M. Hardy, Boise, Idaho.

The Department of Reclamation has set the matter of protests for conference and/or hearing on June 23, 1970, at 9:00 a.m., in the Twin Falls City Hall, Twin Falls, Idaho. Any hearing will be held in accordance with the Rules and Regulations of the Idaho Code and adopted Rules of Practice and Procedure of the Department of Reclamation. Opportunity shall be afforded all parties to respond and present evidence and argument on all issues involved.

Any party may request in writing five (5) days before any hearing that the oral proceedings thereof be taken in the form of stenographic notes. Any party may have such stenographic notes of the oral proceedings, or part thereof, transcribed at his own expense. A taped record of the proceedings will be maintained for the appeal period.

Failure to appear at the time and place set for hearing by the applicants or the protestants may allow the Department of Reclamation without prejudice to dismiss the protests or the application. Any and all cost incurred by reason of such non-appearance may be assessed against such non-appearing parties.

Dated this 27 day of May, 1970.

O. STEPHEN ALLRED, Deputy
State Reclamation Engineer

Mailed this 27th day of May, 19____, to _____

George Lemmon and Norman Standal, Route 1, Hagerman, Idaho, certified No. 21907; Richard Kaster, Route 4, Buhl, Idaho, certified No. 21908; Earl M. Hardy, 1220 Vista, Boise, Idaho, certified No. 21909; Parry, Robertson, Daly & Larson, Mr. John A. Rosholt, P.O. Box 525, Twin Falls, Idaho, certified No. 21910. Copies of protests enclosed with notice to Lemmon and Standal

BY Kaye Henderson

36 7066

M E M O

January 2, 1970

Re: Applications No. 36-7066, 36-7068 & 36-7069

Advised by telephone this date. Mr. Hardy states that he has not authorized or made any agreements for easement property he purchased from Idaho Power Company.

Advise: Don Rungberg Shoshone BLM 886-2208

EARL HARDY

36 7066

RECEIVED
JAN 2 1970
Department of Reclamation

BOX CANYON TROUT FACILITIES
AQUA CULTURE INDUSTRIES INC.

Water requirements and annual production

The water requirements include 27.0 cfs for the raceway complex. This complex includes the A, B, C, D, E, and F series. (See attached)

The large ponds, No. 1 thru 24, require 396 cfs. The ponds 25 thru 33, require 132 cfs for a total water requirement of 555 cfs.

The estimated annual production is 5,562,000 pounds of trout. The annual production is based on 1.5 pounds per cu. ft. of water space. This is considered a good conservative estimate. A more optimistic estimate would be 2 pounds per cu. ft. of water space, which would amount to an estimated annual production of 7,416,000 pounds. I doubt however, that the 4th pond in a series of 4 will produce 2 pounds/ 1 cu. ft. of water. We still lack the needed research on this problem.

36 7066

BOX CANYON TROUT FACILITIES

AQUA CULTURE INDUSTRIES INC.

Water Requirements

Pond No.	Average Length	Average Width	Water Depth	Cu. Ft.	No. H_2O changes per hr.	Cu. Ft. water needed per hr.	Cfs. Needs
A1	100'	20'	4'	8,000	2	16,000	4.5
A2	100'	20'	4'	8,000	2	16,000	
A3	100'	20'	4'	8,000	2	16,000	
B1	100'	20'	4'	8,000	2	16,000	4.5
B2	100'	20'	4'	8,000	2	16,000	
B3	100'	20'	4'	8,000	2	16,000	
C1	100'	20'	4'	8,000	2	16,000	4.5
C2	100'	20'	4'	8,000	2	16,000	
C3	100'	20'	4'	8,000	2	16,000	
D1	100'	20'	4'	8,000	2	16,000	4.5
D2	100'	20'	4'	8,000	2	16,000	
D3	100'	20'	4'	8,000	2	16,000	
E1	100'	20'	4'	8,000	2	16,000	4.5
E2	100'	20'	4'	8,000	2	16,000	
E3	100'	20'	4'	8,000	2	16,000	
F1	100'	20'	4'	8,000	2	16,000	4.5
F2	100'	20'	4'	8,000	2	16,000	
F3	100'	20'	4'	8,000	2	16,000	
						System	22.0

93 2066

BOX CANYON TROUT FACILITIES

AQUA CULTURE INDUSTRIES INC.

Water Requirements

Pond No.	Average Length	Average Width	Water Depth	Cu. Ft.	No. H_2O changes per hr.	Cu. Ft. Water Needed per hr.	Cfs. Needs
1	330'	80'	4.5	118,800	2	237,600	66
2	330'	80'	4.5	118,800	2	237,600	
3	330'	80'	4.5	118,800	2	237,600	
4	330'	80'	4.5	118,800	2	237,600	
5	330'	80'	4.5	118,800	2	237,600	66
6	330'	80'	4.5	118,800	2	237,600	
7	330'	80'	4.5	118,800	2	237,600	
8	330'	80'	4.5	118,800	2	237,600	
9	330'	80'	4.5	118,800	2	237,600	66
10	330'	80'	4.5	118,800	2	237,600	
11	330'	80'	4.5	118,800	2	237,600	
12	330'	80'	4.5	118,800	2	237,600	
13	330'	80'	4.5	118,800	2	237,600	66
14	330'	80'	4.5	118,800	2	237,600	
15	330'	80'	4.5	118,800	2	237,600	
16	330'	80'	4.5	118,800	2	237,600	
17	330'	80'	4.5	118,800	2	237,600	66
18	330'	80'	4.5	118,800	2	237,600	
19	330'	80'	4.5	118,800	2	237,600	
20	330'	80'	4.5	118,800	2	237,600	
21	330'	80'	4.5	118,800	2	237,600	66
22	330'	80'	4.5	118,800	2	237,600	
23	330'	80'	4.5	118,800	2	237,600	
24	330'	80'	4.5	118,800	2	237,600	
						SUBTOTAL	396

36 7006

Pond No.	Average Length	Average Width	Water Depth	Cu. Ft.	No. H_2O changes per hr.	Cu. Ft. Water Needed per hr.	Cfs. Needs
25	220'	80'	4.5	79,200	2	158,400	44
26	220'	80'	4.5	79,200	2	158,400	
27	220'	80'	4.5	79,200	2	158,400	
28	220'	80'	4.5	79,200	2	158,400	44
29	220'	80'	4.5	79,200	2	158,400	
30	220'	80'	4.5	79,200	2	158,400	
31	220'	80'	4.5	79,200	2	158,400	44
32	220'	80'	4.5	79,200	2	158,400	
33	220'	80'	4.5	79,200	2	158,400	
						SUBTOTAL	132
							396
							27
							555 C.F.S.

Total Water Requirements, Box Canyon

36 2066

BOX CANYON TROUT FACILITIES

AQUA CULTURE INDUSTRIES INC.

Annual Trout Production

Pond No.	Average Length	Average Width	Water Depth	Cu. Ft.	Lbs. per cu. ft.	Annual Pond Production
A1	100'	20'	4'	8,000	1.5	12,000
A2	100'	20'	4'	8,000	1.5	12,000
A3	100'	20'	4'	8,000	1.5	12,000
B1	100'	20'	4'	8,000	1.5	12,000
B2	100'	20'	4'	8,000	1.5	12,000
B3	100'	20'	4'	8,000	1.5	12,000
C1	100'	20'	4'	8,000	1.5	12,000
C2	100'	20'	4'	8,000	1.5	12,000
C3	100'	20'	4'	8,000	1.5	12,000
D1	100'	20'	4'	8,000	1.5	12,000
D2	100'	20'	4'	8,000	1.5	12,000
D3	100'	20'	4'	8,000	1.5	12,000
E1	100'	20'	4'	8,000	1.5	12,000
E2	100'	20'	4'	8,000	1.5	12,000
E3	100'	20'	4'	8,000	1.5	12,000
F1	100'	20'	4'	8,000	1.5	12,000
F2	100'	20'	4'	8,000	1.5	12,000
F3	100'	20'	4'	8,000	1.5	12,000
				ANNUAL PRODUCTION		216,000

36 7066

BOX CANYON TROUT FACILITIES

AQUA CULTURE INDUSTRIES INC.

Annual Trout Production

Pond No.	Average Length	Average Width	Water Depth	Cu. Ft.	Llb. per cu. ft.	Annual Pond Production
1	330'	80'	4.5'	118,800	1.5	178,200
2	330'	80'	4.5'	118,800	1.5	178,200
3	330'	80'	4.5'	118,800	1.5	178,200
4	330'	80'	4.5'	118,800	1.5	178,200
5	330'	80'	4.5'	118,800	1.5	178,200
6	330'	80'	4.5'	118,800	1.5	178,200
7	330'	80'	4.5'	118,800	1.5	178,200
8	330'	80'	4.5'	118,800	1.5	178,200
9	330'	80'	4.5'	118,800	1.5	178,200
10	330'	80'	4.5'	118,800	1.5	178,200
11	330'	80'	4.5'	118,800	1.5	178,200
12	330'	80'	4.5'	118,800	1.5	178,200
13	330'	80'	4.5'	118,800	1.5	178,200
14	330'	80'	4.5'	118,800	1.5	178,200
15	330'	80'	4.5'	118,800	1.5	178,200
16	330'	80'	4.5'	118,800	1.5	178,200
17	330'	80'	4.5'	118,800	1.5	178,200
18	330'	80'	4.5'	118,800	1.5	178,200
19	330'	80'	4.5'	118,800	1.5	178,200
20	330'	80'	4.5'	118,800	1.5	178,200
21	330'	80'	4.5'	118,800	1.5	178,200
22	330'	80'	4.5'	118,800	1.5	178,200
23	330'	80'	4.5'	118,800	1.5	178,200
24	330'	80'	4.5'	118,800	1.5	178,200

ANNUAL PRODUCTION 4,276,800

36 7066

Pond No.	Average Length	Average Width	Water Depth	Cu. Ft.	Lbs. per cu. ft.	Annual Pond Production
25	220'	80'	4.5'	79,200	1.5	118,800
26	220'	80'	4.5'	79,200	1.5	118,800
27	220'	80'	4.5'	79,200	1.5	118,800
28	220'	80'	4.5'	79,200	1.5	118,800
29	220'	80'	4.5'	79,200	1.5	118,800
30	220'	80'	4.5'	79,200	1.5	118,800
31	220'	80'	4.5'	79,200	1.5	118,800
32	220'	80'	4.5'	79,200	1.5	118,800
33	220'	80'	4.5'	79,200	1.5	118,800
					Annual Production	1,069,200
					Total Annual Production	5,562,000

35 7066

BLIND CANYON

Standal - Lemmons

Water Requirements and annual Production

The water requirements include 5.0 cfs. for each pond series. There are four series for a total water requirement of 20 cfs.

The estimated annual production is 216,000 pounds of trout. The annual production is based on 1.5 pounds per cu. ft. of water space. This is considered a good conservative estimate. A more optimistic estimate would be 2 pounds per cu. ft. of water space, which would amount to an estimated annual production of 288,000 pounds. I doubt however, that the 4th pond in a series of 4 will produce 2 pounds/1 cu. ft. of water. We still lack the needed research on this problem.

36 7066

BLIND CANYON

Standal - Lemmons

Annual Trout Production

Pond No.	Average Length	Average Width	Water Depth	Cu. Ft.	Lbs. per Cu. Ft.	Annual Pond Production
[redacted]						
A1	100'	20'	4.5	9,000	1.5	13,500
[redacted]	100'	20'	4.5	9,000	1.5	13,500
A3	100'	20'	4.5	9,000	1.5	13,500
A4	100'	20'	4.5	9,000	1.5	13,500
B1	100'	20'	4.5	9,000	1.5	13,500
B2	100'	20'	4.5	9,000	1.5	13,500
B3	100'	20'	4.5	9,000	1.5	13,500
B4	100'	20'	4.5	9,000	1.5	13,500
C1	100'	20'	4.5	9,000	1.5	13,500
C2	100'	20'	4.5	9,000	1.5	13,500
C3	100'	20'	4.5	9,000	1.5	13,500
C4	100'	20'	4.5	9,000	1.5	13,500
D1	100'	20'	4.5	9,000	1.5	13,500
D2	100'	20'	4.5	9,000	1.5	13,500
[redacted]	100'	20'	4.5	9,000	1.5	13,500
[redacted]	100'	20'	4.5	9,000	1.5	13,500
						216,000

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WENDELL OFFICE

The Idaho First National Bank

BOX 516 ESTABLISHED 1867

WENDELL, IDAHO 83355

November 25, 1969

RECEIVED

JAN 2 1970

Department of Reclamation

Permits: 36-7068
36-7069
36-7066

State of Idaho
Department of Reclamation
State House Annex 2
Boise, Idaho 83707

Attn: C. Steven Allred, P.E.

Re: George H. Lemmons
Norman Standall
C. K. Werth
Donald J. Hinze

dba: Aqua Culture Industries, Inc.

Dear Mr. Allred:

The purpose of this letter is to advise you that I am acquainted with the four above mentioned gentlemen. They are in the process of filing their Incorporation, Aqua Culture Industries.

I feel that they are of high character and men who are financially able to meet their commitments as proposed. I feel that they have done a considerable amount of study and planning on their proposed project. I am aware of their intent to enter the field of fish culture and feel that they will proceed on a sound basis.

They are estimating a construction cost of $295,000 to complete the facilities as planned. I feel that the project is within their means and that they have the ability and financial resources to accomplish this project within the time that they have allocated for the completion.

The Bank is fully aware of the potential of this project and will favorably consider any requests for assistance that may be requested from the above parties.

Sincerely yours,

Charles E. Ireton
Manager, Wendell Office

CEI:jp

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BOX CANYON TROUT FACILITIES

AQUA CULTURE INDUSTRIES INC.

Annual Trout Production

Pond No.	Average Length	Average Width	Water Depth	Cu. Ft.	Llb. per cu. ft.	Annual Pond Production
1	330'	80'	4.5'	118,800	1.5	178,200
2	330'	80'	4.5'	118,800	1.5	178,200
3	330'	80'	4.5'	118,800	1.5	178,200
4	330'	80'	4.5'	118,800	1.5	178,200
5	330'	80'	4.5'	118,800	1.5	178,200
6	330'	80'	4.5'	118,800	1.5	178,200
7	330'	80'	4.5'	118,800	1.5	178,200
8	330'	80'	4.5'	118,800	1.5	178,200
9	330'	80'	4.5'	118,800	1.5	178,200
10	330'	80'	4.5'	118,800	1.5	178,200
11	330'	80'	4.5'	118,800	1.5	178,200
12	330'	80'	4.5'	118,800	1.5	178,200
13	330'	80'	4.5'	118,800	1.5	178,200
14	330'	80'	4.5'	118,800	1.5	178,200
15	330'	80'	4.5'	118,800	1.5	178,200
16	330'	80'	4.5'	118,800	1.5	178,200
17	330'	80'	4.5'	118,800	1.5	178,200
18	330'	80'	4.5'	118,800	1.5	178,200
19	330'	80'	4.5'	118,800	1.5	178,200
20	330'	80'	4.5'	118,800	1.5	178,200
21	330'	80'	4.5'	118,800	1.5	178,200
22	330'	80'	4.5'	118,800	1.5	178,200
23	330'	80'	4.5'	118,800	1.5	178,200
24	330'	80'	4.5'	118,800	1.5	178,200

ANNUAL PRODUCTION 4,276,800

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Pond No.	Average Length	Average Width	Water Depth	Cu. Ft.	Lbs. per cu. ft.	Annual Pond Production
25	220'	80'	4.5'	79,200	1.5	118,800
26	220'	80'	4.5'	79,200	1.5	118,800
27	220'	80'	4.5'	79,200	1.5	118,800
28	220'	80'	4.5'	79,200	1.5	118,800
29	220'	80'	4.5'	79,200	1.5	118,800
30	220'	80'	4.5'	79,200	1.5	118,800
31	220'	80'	4.5'	79,200	1.5	118,800
32	220'	80'	4.5'	79,200	1.5	118,800
33	220'	80'	4.5'	79,200	1.5	118,800
					Annual Production	1,069,200
					Total Annual Production	5,352,000

35 70695 39 70695

BOX CANYON TROUT FACILITIES

AQUA CULTURE INDUSTRIES INC.

Annual Trout Production

Pond No.	Average Length	Average Width	Water Depth	Cu. Ft.	Lbs. per cu. ft.	Annual Pond Production
A1	100'	20'	4'	8,000	1.5	12,000
A2	100'	20'	4'	8,000	1.5	12,000
A3	100'	20'	4'	8,000	1.5	12,000
[illegible]	100'	20'	4'	8,000	1.5	12,000
[illegible]2	100'	20'	4'	8,000	1.5	12,000
[illegible]3	100'	20'	4'	8,000	1.5	12,000
[illegible]1	100'	20'	4'	8,000	1.5	12,000
B2	100'	20'	4'	8,000	1.5	12,000
B3	100'	20'	4'	8,000	1.5	12,000
[illegible]1	100'	20'	4'	8,000	1.5	12,000
[illegible]2	100'	20'	4'	8,000	1.5	12,000
[illegible]3	100'	20'	4'	8,000	1.5	12,000
[illegible]1	100'	20'	4'	8,000	1.5	12,000
[illegible]2	100'	20'	4'	8,000	1.5	12,000
[illegible]3	100'	20'	4'	8,000	1.5	12,000
[illegible]1	100'	20'	4'	8,000	1.5	12,000
[illegible]2	100'	20'	4'	8,000	1.5	12,000
[illegible]3	100'	20'	4'	8,000	1.5	12,000
					ANNUAL PRODUCTION	216,000

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Department of Reclamation

BLIND CANYON DEVELOPMENT

AQUACULTURE INDUSTRIES, INC.

Cost Estimate

Hatchery Building 50' x 80'	$16,000.00
Troughs 60 c.y. @ 50.00	$ 3,000.00
Raceway Earthwork	
1100 c.y. @ .12 (excavation)	1,320.00
1100 c.y. @ .10 (compacting)	1,100.00
Drop Structures	
20 @ 8 c.y. each x 45.00/yd	7,200.00
Canal, head ditch, outlet structures, weirs, pipe, etc.	3,390.00
	$32,010.00
Contingency	3,000.00
TOTAL	$35,010.00

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Department of Reclamation

BOX CANYON TROUT FACILITIES
AQUA CULTURE INDUSTRIES INC.

Water requirements and annual production

The water requirements include 27.0 cfs for the raceway complex. This complex includes the A, B, C, D, E, and F series. (See attached)

The large ponds, No. 1 thru 24, require 398 cfs. The ponds 25 thru 33, require 132 cfs for a total water requirement of 555 cfs.

The estimated annual production is 5,562,000 pounds of trout. The annual production is based on 1.5 pounds per cu. ft. of water space. This is considered a good conservative estimate. A more optimistic estimate would be 2 pounds per cu. ft. of water space, which would amount to an estimated annual production of 7,416,000 pounds. I doubt however, that the 4th pond in a series of 4 will produce 2 pounds/ 1 cu. ft. of water. We still lack the needed research on this problem.

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BOX CANYON TROUT FACILITIES

AQUA CULTURE INDUSTRIES INC.

Water Requirements

Pond No.	Average Length	Average Width	Water Depth	Cu. Ft.	No. H_2O changes per hr.	Cu. Ft. Water Needed per hr.	Cfs. Needs
1	330'	80'	4.5	118,800	2	237,600	66
2	330'	80'	4.5	118,800	2	237,600	
3	330'	80'	4.5	118,800	2	237,600	
4	330'	80'	4.5	118,800	2	237,600	
5	330'	80'	4.5	118,800	2	237,600	66
6	330'	80'	4.5	118,800	2	237,600	
7	330'	80'	4.5	118,800	2	237,600	
8	330'	80'	4.5	118,800	2	237,600	
9	330'	80'	4.5	118,800	2	237,600	66
10	330'	80'	4.5	118,800	2	237,600	
11	330'	80'	4.5	118,800	2	237,600	
12	330'	80'	4.5	118,800	2	237,600	
13	330'	80'	4.5	118,800	2	237,600	66
14	330'	80'	4.5	118,800	2	237,600	
15	330'	80'	4.5	118,800	2	237,600	
16	330'	80'	4.5	118,800	2	237,600	
17	330'	80'	4.5	118,800	2	237,600	66
18	330'	80'	4.5	118,800	2	237,600	
19	330'	80'	4.5	118,800	2	237,600	
20	330'	80'	4.5	118,800	2	237,600	
21	330'	80'	4.5	118,800	2	237,600	66
22	330'	80'	4.5	118,800	2	237,600	
23	330'	80'	4.5	118,800	2	237,600	
24	330'	80'	4.5	118,800	2	237,600	
						SUBTOTAL	396

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Pond No.	Average Length	Average Width	Water Depth	Cu. Ft.	No. H_2O changes per hr.	Cu. Ft. Water Needed per hr.	GPM. Needed
25	220'	80'	4.5	79,200	2	158,400	44
26	220'	80'	4.5	79,200	2	158,400	
27	220'	80'	4.5	79,200	2	158,400	
28	220'	80'	4.5	79,200	2	158,400	44
29	220'	80'	4.5	79,200	2	158,400	
30	220'	80'	4.5	79,200	2	158,400	
31	220'	80'	4.5	79,200	2	158,400	44
32	220'	80'	4.5	79,200	2	158,400	
33	220'	80'	4.5	79,200	2	158,400	
						SUBTOTAL	132
							396
							27
							555 GPM

Total Water Requirements, Box Canyon

36 7066336 7068

BOX CANYON TROUT FACILITIES

AQUA CULTURE INDUSTRIES INC.

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Water Requirements

Pond No.	Average Length	Average Width	Water Depth	Cu. Ft.	No. H_2O changes per hr.	Cu. Ft. water needed per hr.	Cfs. Needs
A1	100'	20'	4'	8,000	2	16,000	4.5
A2	100'	20'	4'	8,000	2	16,000	
[redacted]	100'	20'	4'	8,000	2	16,000	
B1	100'	20'	4'	8,000	2	16,000	4.5
B2	100'	20'	4'	8,000	2	16,000	
B3	100'	20'	4'	8,000	2	16,000	
C1	100'	20'	4'	8,000	2	16,000	4.5
C2	100'	20'	4'	8,000	2	16,000	
C3	100'	20'	4'	8,000	2	16,000	
D1	100'	20'	4'	8,000	2	16,000	4.5
[redacted]	100'	20'	4'	8,000	2	16,000	
D3	100'	20'	4'	8,000	2	16,000	
E1	100'	20'	4'	8,000	2	16,000	4.5
E2	100'	20'	4'	8,000	2	16,000	
E3	100'	20'	4'	8,000	2	16,000	
F1	100'	20'	4'	8,000	2	16,000	4.5
F2	100'	20'	4'	8,000	2	16,000	
F3	100'	20'	4'	8,000	2	16,000	

83 7066

STATE OF IDAHO
DEPARTMENT OF RECLAMATION

ASSIGNMENT OF PERMIT

I, Wesley Reynolds, hereby assign to Donald J. Hinze/Aquaculture Industries, Inc.

of 313 Shoshone St. N. Twin Falls, Idaho
(address)

CHECK ONE

[X] All my right, title, and interest, in and to Permit No. 36-7068 36-7069 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. (Give that portion of the permit being assigned by describing the land list and the point of diversion - describe by acreage within each 40-acre subdivision.)

RECEIVED
NOV 26 1969
Department of Reclamation

Made this 24 day of November, 19 69.

Wesley Reynolds
Permit Holder

Joan Reynolds
Wife of Permit Holder

State of Idaho)
County of Idaho) ss.

On this 24th day of November, 1969, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.

Notary Public residing at
Twin Falls, Ida

My commission expires May 1, 1973.

36 7066

36 7069

RECEIVED
OCT 10 1978
Department of Water Resources
Southern District Office

RECEIVED
OCT 5 1978
Department of Water Resources

STATE OF IDAHO
DEPARTMENT OF RECLAMATION

APPLICATION FOR AMENDMENT

Permit No. 36-7066

Comes now Cold Springs, Inc. of (address) P.O. Box 326, ~~Buhl~~, Idaho, and represents to the State Reclamation Engineer of the State of Idaho: ~~Hagerman~~, 1/20/82

That he is the owner and holder of Permit to Appropriate the Public Waters of the State of Idaho No. 36-7066, and requests that the permit and permit map be changed as follows:

1. Point of diversion: NW ¼ NE ¼, Sec. 28, T. 8 S., R. 14 E., B.M. Other points of diversion SW¼ of NE¼ and SE¼ of NE¼ of Section 28, Township 8 South, Range 14 E., B.M. (See attached map)

2. Period and nature of use: (irrigation, domestic, stockwatering, industrial, etc.)

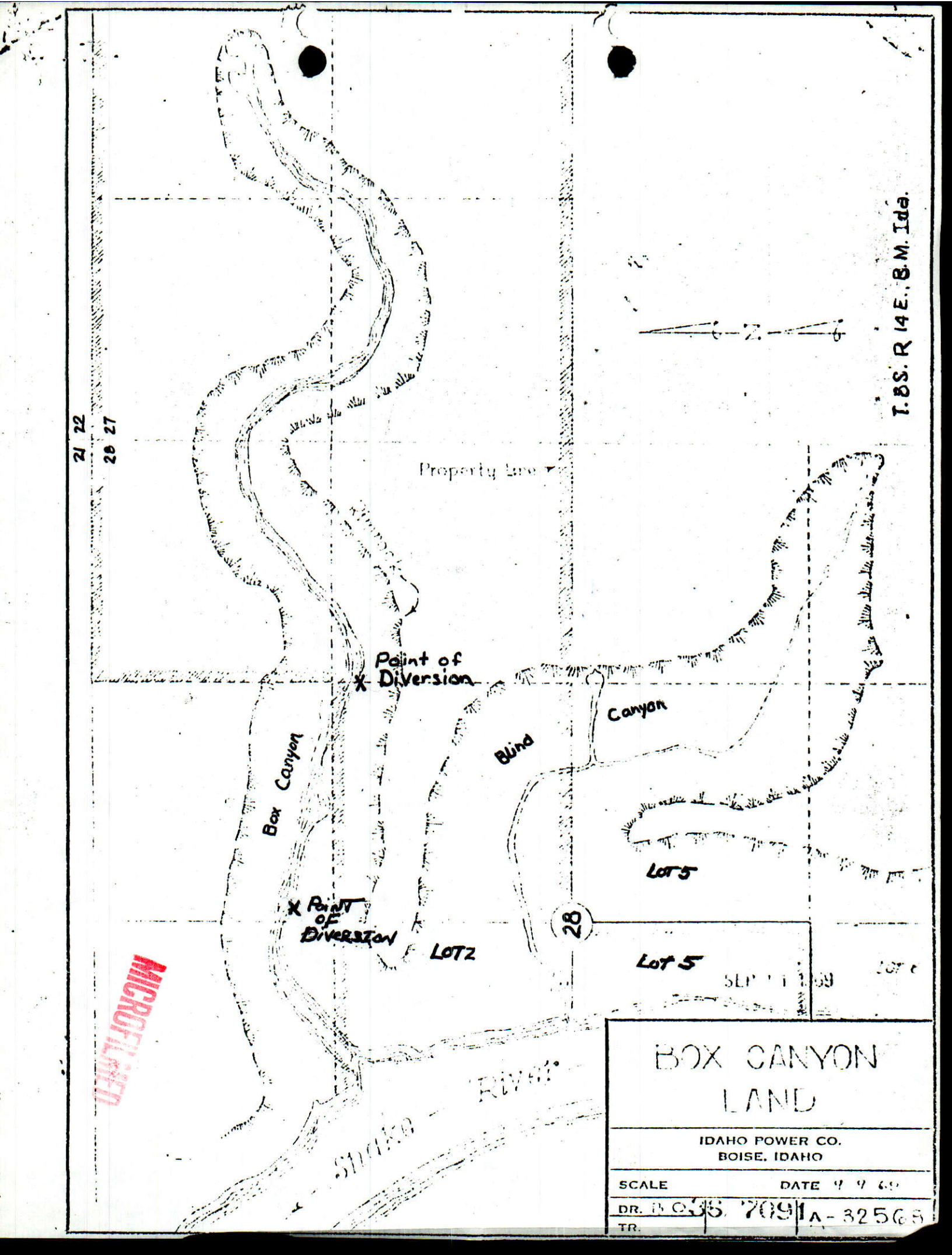
		mo. - day		mo. - day	
For	Fish Propagation	purposes from	January 1	to Dec. 1	(both dates incl.)
For		purposes from		to	(both dates incl.)
For		purposes from		to	(both dates incl.)
For		purposes from		to	(both dates incl.)

3. Place of use or land to be irrigated:

TWP.	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
8S.	14E	28							Government	Lot	4								
8S.	14E	28														x			
8S.	14E	29					x	x											

NOTARIZED

Total number of acres to be irrigated


T.8S. R 14E. B.M. Ida.
21 22
28 27
Property Line
Point of Diversion
Box Canyon
Blind
Canyon
LOT 5
Point of Diversion
LOT 2
28
LOT 5
SNAKE RIVER
MICROFILMED
BOX CANYON LAND
IDAHO POWER CO.
BOISE, IDAHO
SCALE
DATE 9 9 69
DR. B.O.S. 709
TR.
1A-32565

NOTICE OF AMENDMENT TO WATER PERMIT

Notice is hereby given that Cold Springs, Inc., Buhl, Idaho, has approved Permit No. 36-7066, priority date November 26, 1969, by the Department of Water Resources authorizing the diversion of 400 cubic feet of water per second from Box Springs and Blind Canyon Springs in the NW¼NE¼, NW¼SE¼, Sec. 28, Twp. 8S, Rge. 14E, B.M., Twin Falls County, to be used for fish propagation purposes in the SW¼SW¼, Sec. 20; N½NW¼, Sec. 29; NW¼SE¼, Sec. 28, Twp. 8S, Rge. 14E, B.M.

On October 5, 1978, the Department received an Application for Amendment from the permit holder proposing to amend the permit as follows: Point of diversion: NW¼NE¼, Sec. 28, Twp 8S, 14E, B.M. Other points of diversion, SW¼NE¼; SE¼NE¼, Sec. 28, Twp 8S, Rge. 14E, B.M., for fish propagation purposes from Jan. 1 to Dec. 1. Place of use: Government Lot 4; NW¼SE¼, Sec. 28; N½NW¼, Sec. 29, Twp. 8S, Rge. 14E, B.M.

Any protest against approval of the amending of Permit No. 36-7066 as set forth above must be filed with the Idaho Department of Water Resources, 4041 Blue Lakes Blvd. North, Twin Falls, Idaho, 83301 on or before November 6, 1978.

C. STEPHEN ALLRED
Director

PUBLISH: Thursday, Oct. 19 and 26, 1978.

Affidavit of Publication

№ 7723

STATE OF IDAHO, }
COUNTY OF TWIN FALLS } ss.

I, Nola L. Laughlin being first duly sworn upon oath, depose and say that I am Price Clerk of the TIMES-NEWS, published daily, at Twin Falls, Idaho, and do solemnly swear that a copy of the notice of advertisement, as per clipping attached, was published in the regular and entire issue of said newspaper, and not in any supplement thereof, for two consecutive Thursdays, commencing with the issue dated October 19, 1978, and ending with the issue dated October 26, 1978.

And I do further certify that said newspaper is a consolidation, effective February 16, 1942, of the Idaho Evening Times, published theretofore daily except Sunday, and the Twin Falls News, published theretofore daily except Monday, both of which newspapers prior to consolidation had been published under said names in said city and county continuously and uninterruptedly during a period of more than twelve consecutive months, and said TIMES-NEWS, since such consolidation, has been published as a daily newspaper except Saturday, until July 31, 1978, at which time said newspaper began daily publication under said name in said city and county continuously and uninterruptedly.

And I further certify that pursuant to Section 60-108 Idaho Code, Thursday of each week has been designated as the day on which legal notice by law or by order of any court of competent jurisdiction within the state of Idaho, to be published weekly, will be published; and that at the head of the editorial column of said combined newspapers, and in each issue thereof, Thursday is announced as the day on which said legal notices will be published.

Nola L. Laughlin

Subscribed and sworn to before me on this 27th day of October, 1978.

Carolyne Jennings

Notary Public in and for the County of Twin Falls, State of Idaho, residing at Twin Falls, Idaho

OFFICIAL RECEIVED OCT 30 1978 DEPARTMENT OF WATER RESOURCES SOUTHERN IDAHO AREA

Form 219
6/86

DEC 23 1987

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

BENEFICIAL USE FIELD REPORT

Department of Water Resources

A. GENERAL INFORMATION

Permit No. 36-7066

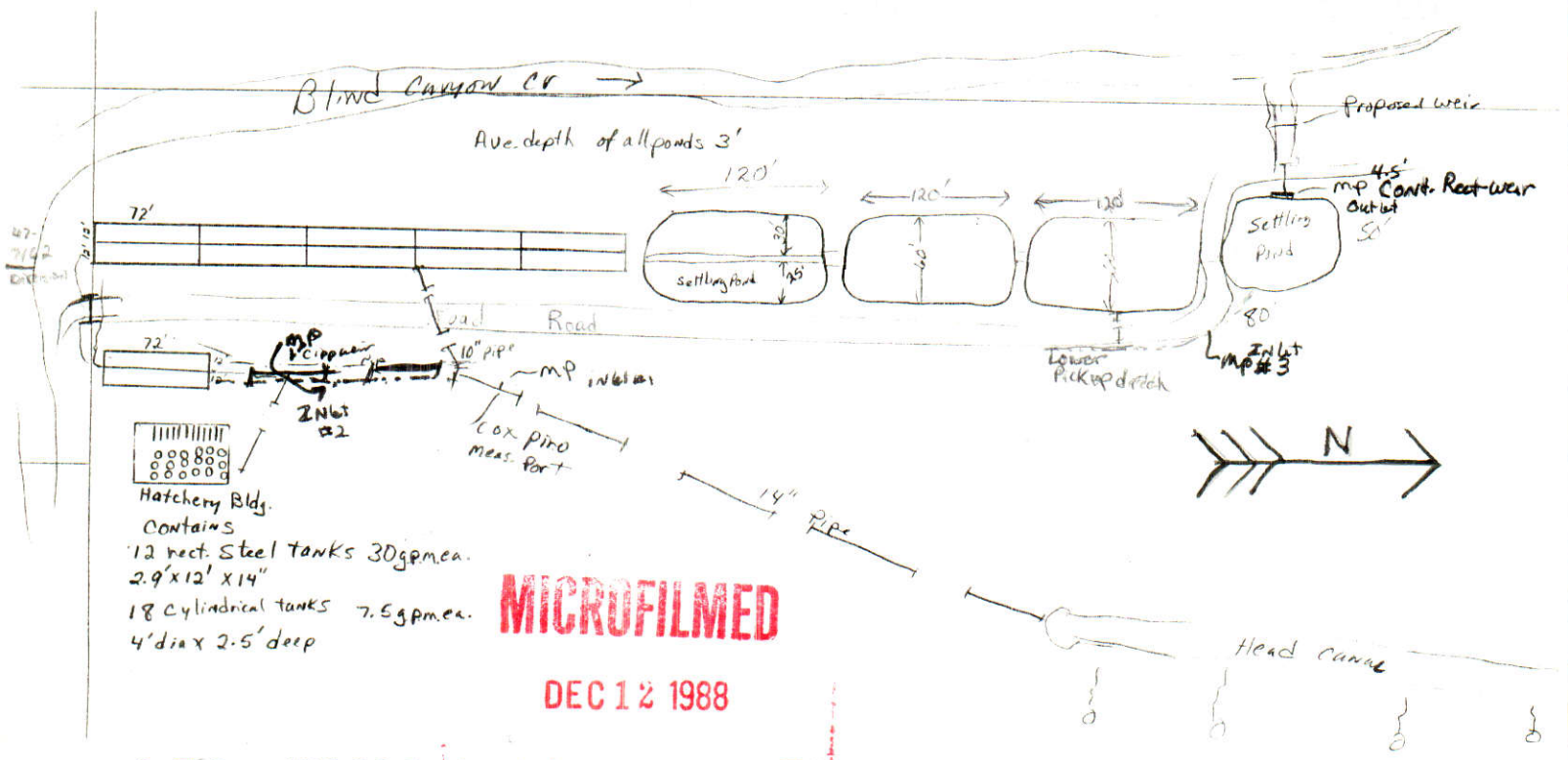
1. Owner: Blind Canyon Aqua Ranch INC. Phone No. 837-4806 or 44448
   Current Address: Box 219, Hagerman, ID 83332
2. Accompanied by: George Lemmon EXAM. DATE: 10/9/87
   Address: Hagerman, ID Phone No. 837-4806
   Relationship to Permit Holder: Principle Owner
3. Source: Springs tributary to Blind Canyon Creek

B. OVERLAP REVIEW

1. Other water rights with same place of use: 36-7162
   ☐ Copies Attached
2. Other water rights with same point of diversion: 36-7162
   ☐ Copies Attached ☑ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

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



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DEC 12 1988

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

Do not use this space

D. FLOW MEASUREMENTS

☐ Additional Data Sheets Attached

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date
Pitot tube		Cox Piro				
Weir	Cippoletti				1'	

2. **Measurements:**

Inlet #1 Pitot tube meas V=9.8 fps outside Circumference = 44.38" = 3.69' Thickness 1/8"

Inlet #2 H over 1' Cippoletti Weir = 0.21'

Inlet #3 H over 1' " Weir = 0.29'

Outlet H over 4.5' Rectangular contracted weir* = 0.82'

*this weir is a measurment over the center set of flash boards with one removed There is some leakage

E. FLOW CALCULATIONS

☐ Additional Computation Sheets Attached

$A = .7854 d^2$ $d = \frac{44.38}{\pi} - .25" =$

1. Measured Method:

Inlet #1 Pitot Tube $Q = A \times V = 9.8 ft/sec \times 1.045 ft^2 = 10.24 cfs$ $A = .7854(13.84)^2$ $d = 13.84"$

Inlet #2 1' Cippoletti weir H = .21' Q = 0.324 cfs

Inlet #3 1' " " H = .29' Q = 0.529 cfs

Total inlet = (10.65) Allow 10.00 FH Exam Fee See 12-14-87 memo

$A = 150.44 in^2 \div 144 in^2/ft^2 = 1.045 ft^2$

2. Alternate Method for Checking Purposes:

Outlet $Q = 3.33 (L - 0.2H) H^{3/2} = 3.33 (4.5 - 0.2(.82) .82^{3/2} = 10.72$ cfs

F. PUMP EFFICIENCY DATA (Optional)

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

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

Water HP: (3) x (4) ÷ 8.8 = _____ (5)

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

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

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

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

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$V_{I.R.}$ = (Acres Irrigated) x (Irrigation Requirement) = _____

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

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

2. Volume Calculations for Other Uses:

12 Concrete @ 12' x 72' x 3' = 31,104 ft.^{3}

2 earth ponds @ 60' x 120' x 3' = 43,200 ft.^{3}

1 earth pond @ 30' x 120' x 3' = 10,800 ft.^{3}

Hatlory 12 Steel tanks 2.9' x 12' x 1.2' = 50.14 ft.^{3}

18 Round tanks 4' dia x 2.5' = .7854 x 16 x 2.5 x 18 = 565.49 ft.^{3}

Total Roring pond vol. = 86,170 ft.^{3}

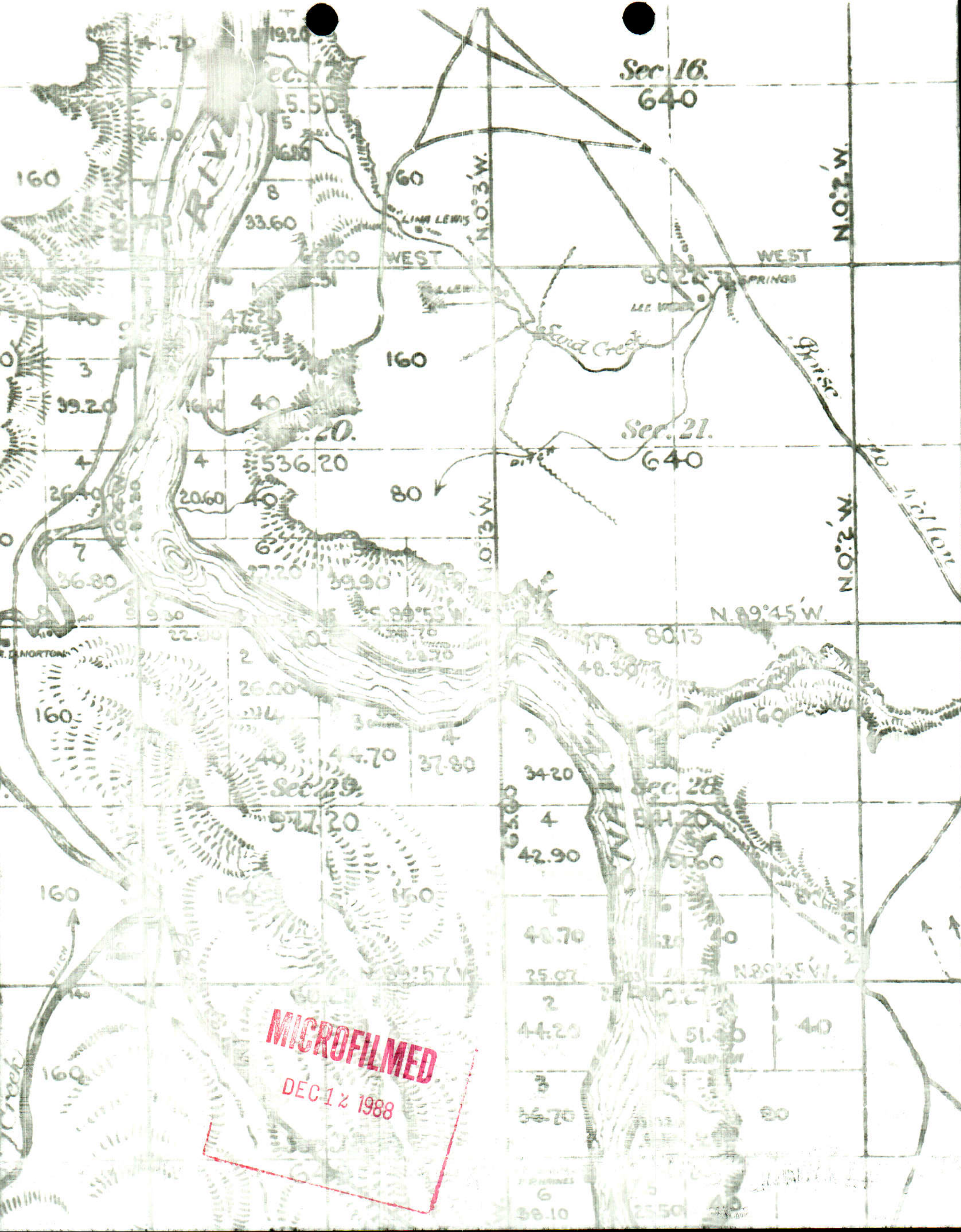
settling ponds 1 @ 25' x 120' x 3' = 9000 ft.^{3}

1 @ 50' x 80' x 2' = 12,000 ft.^{3}

WATER RIGHTS EXAMINED

DEC 12 1989


3240
3280
3160
21
22
3265
3200
BM 3213
Springs
3195
SNAKE
Box
Canyon
3100
MICROFILMED
DEC 12 1988
36
37
28
27
Blind
3180
Canyon
BM 3211
3182
2973
3100
Cedar
3200
3190
Banbury
2900



MICROFILMED
DEC 12 1988


Point of Discharge
Area of Diversion
D373
(+34d)
T-1176
D366
(751d)
T-1022
A
4.2
B
8.0
C
2.2
D
3.9
H
4.8
D366
(+33d)
T-1212
B361
MICROFILMED
DEC 1988



BLIND CANYON Aqua RANCH From RIM 36-7066 10-87-TB
LOOKING N E



36-7066 LOOKING SE 10-87-TB

MED
DEC 12 1988



36-7066 Measurement with Lemmons Cox-Piro velocity meter in 14" Pipeline from head ditch to P/U 10-87-TB
9.8 fps



36-7066 1' Cipolletti weir in pick-up ditch adjacent to 14" pipeline. 10-87 TB H = 0.21'

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36-7066 measurement at outlet of lowest settling pond
Subsequent measurement had boards in outer 2 slots with
all of the water going through center slot. 4.5' wide 0.82' H



36-7066 rearing tanks in Hatchery Building 10-82-TB

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DEC 12 1988

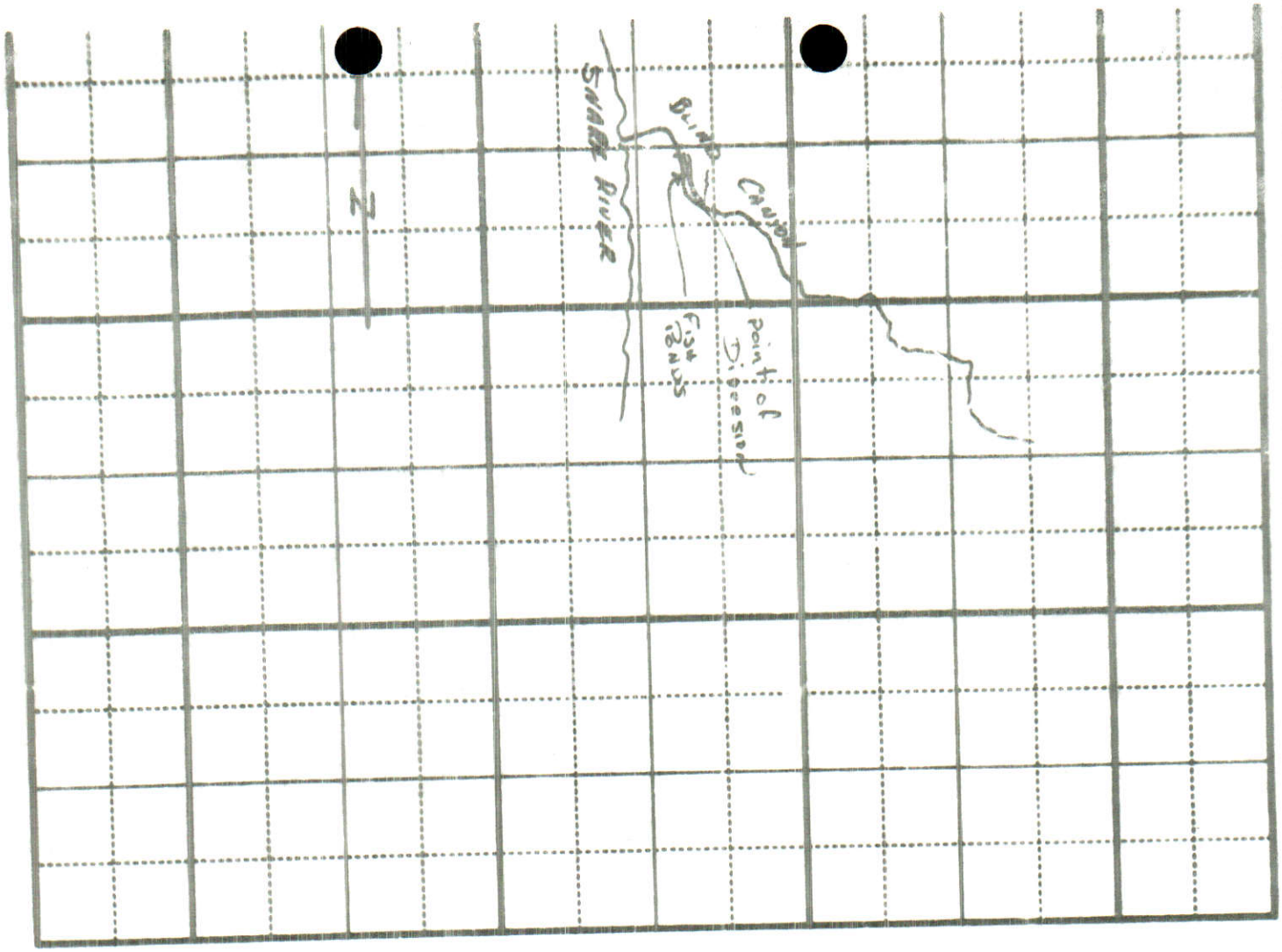
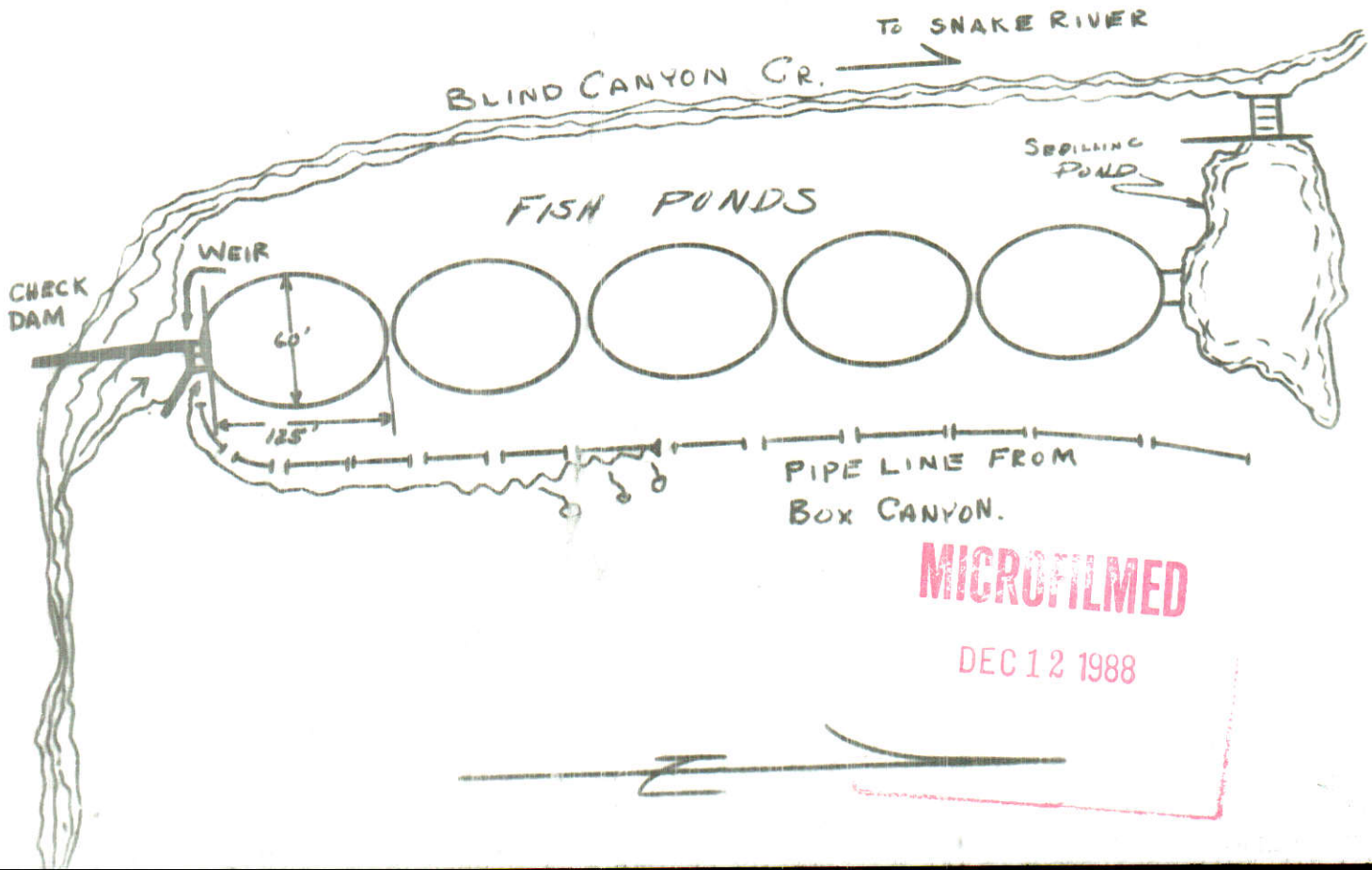


Diagram of System



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36-7066 Measurement at INLET #3 . 29 ON 1" Cipp. weir
11-87 TB



36-7066 Side View of Above Area. 11-87-TB

DEC 12 1988



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DALE CLEMONS
LOUIS H. COSHO
HOWARD HUMPHREY
MAX A. EIDEN, JR.
RANDALL C. FREDRICKS
R. MICHAEL SOUTHCOMBE

CLEMONS, COSHO & HUMPHREY
COUNSELLORS AND ATTORNEYS AT LAW
1110 BANK OF IDAHO BUILDING
BOISE, IDAHO 83702

TELEPHONE (208) 344-7811

RICHARD H. GREENER
PAUL T. BAIRD
FREDRIC V. SHOEMAKER
STANLEY W. WELSH
ALAN D. CAMERON II
BRUCE M. PERRY

February 12, 1980

Mr. John Hepworth 734-7510 4/9/80 - Hadlock
Hepworth, Nungester & Felton
P. O. Box 389
Twin Falls, Idaho 83301

Re: Clear Lakes Trout Company vs. Clear Springs Trout Company

Dear John:

I have dictated the new agreement, and I should have it down to you very shortly.

This is also to confirm our understanding that the hearing on the application of Cold Springs for change of diversion under Application No. 36-7066, which was originally scheduled for February 20, has been continued indefinitely.

Best regards,

Randall C. Fredricks

mb
cc: Mr. Earl Hardy
Idaho Department of
Water Resources
Southern Region
Mr. Robert C. Weaver

COPY
MICROFILMED

Certified Copy
P. 36-7066
36-7072

DISTRICT COURT
GOODING CO. IDAHO
FILED

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE

STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

93 NOV 16 AM 08:54

* * * * * * * * * * *

Copies sent to Tucker & Weaver 11/16/93

THOMAS M. HAMILTON and CHARLOTTE HAMILTON, husband and wife, JAMES MECHAM and SHIRLEY JUNE MECHAM, husband and wife, ZANE HARRISON and RUTH HARRISON, husband and wife, and ROBERT P. REID and WAHNITA REID, husband and wife, Plaintiffs, vs. NORMAN STANDAL and ANITA J. STANDAL, husband and wife, Defendants.	Case No. 17298 AMENDED FINDINGS OF FACT AND CONCLUSIONS OF LAW

RECEIVED
MAY 0 7 1993
Department of Water Resources

* * * * * * * * * * *

This case came on regularly for trial at the Gooding County Courthouse on April 9th through April 12th. The plaintiffs were present and were represented by Mr. John Rosholt and Mr. James Tucker. The defendants were present and represented by Mr. Robert Weaver.

FINDINGS OF FACT

1. The defendants Norman and Anita Standal own property riparian to Stoddard Creek. They use the waters of Stoddard Creek to supply power for their home and farm, for fish propagation, and for irrigation. The last two uses are essentially non-domestic. The Standals purchased their land in 1960.

2. The plaintiffs Hamilton own a 34 acre parcel of land on which are situated two homes. They purchased the property in 1974. The Hamiltons rent out the older white cinder block home on the premises. They have built a beautiful new home on the lower portion of the land overlooking the Snake River. The waters diverted to the Hamilton property were beneficially

used for irrigation and domestic purposes from the time the pipeline was constructed in 1914. In 1966 Hamiltons' predecessor developed and beneficially used the water diverted to the property in a large pond for recreation, aesthetics, and fish and wildlife propagation purposes as additional uses. The physical consumptive use of the water for irrigation then occurred after the water flowed out of the pond. After 1974 Hamilton constructed 4 additional ponds and used the same water in the additional ponds as well as the original large pond for recreation, aesthetics, and fish and wildlife propagation. A multiple size pipe takes water out of the system prior to the flow reaching the ponds above described. Plaintiffs Hamilton take water from their multi-sized pipeline for drinking, domestic water and irrigation for the white cinder blocked home on their property and for irrigation and fire protection purposes for their new home and immediate surroundings. Water not so used feeds Hamilton's bottom pond.

3. The plaintiffs Harrison own a 7 acre parcel of land on which they live, and which they irrigate for pasture. The Harrisons graze horses and some cattle on their property year round. They also water stock from open ditches in the non-irrigation season. They have a small pond used for stock water, aesthetic, and fish and wildlife propagation purposes. The Harrisons also obtain their domestic water from Stoddard Creek Springs.

4. The plaintiffs Reid are the predecessors in interest of Wilkins, who recently purchased the property. This parcel of approximately 11 acres is used exclusively for pasture, 9.75 acres which are irrigated. There is no dwelling on the property, and no domestic uses are made of water from Stoddard Creek Springs on this property.

5. The plaintiffs Mecham own a 21 acre parcel on which they live, and which they irrigate for pasture. Approximately 11 acres are irrigated from Stoddard Creek Springs. The Mechams also use water for stock water year-round. The Mechams do not obtain their domestic water from Stoddard Creek Springs.

6. The waters of Stoddard Creek Springs in dispute herein arise out of the lava rocks and originally flowed in a natural channel called Stoddard Creek to Snake River through the property now owned by the defendant Standal. In approximately 1914, the Penfolds, predecessors of plaintiffs, (who then owned the parcel which is now owned collectively by plaintiffs) constructed a diversion box at the spring which is located in the NW 1/4 NW 1/4 of Section 27, Township 6 South, Range 13 East, Boise Meridian, Gooding County, Idaho. The diversion box operates to force water into a pipeline (or inverted siphon) which carries the water some 700 to 900 feet to a division box on the property of plaintiff Harrison. The division box facilitates the diversions of Harrison and Wilkins. The remaining water then flows in pipeline and open ditch onto the property of Hamilton. The multi-sized pipe of Hamilton (referred to in Finding No. 2) comes off the pipe. The remainder of the water goes to the large pond of Hamilton, from which Mecham diverts his share, and the water then remaining is used by Hamilton in the large pond and the other ponds Hamilton has constructed (as referred to in Finding No. 2).

7. Since 1914 the property of the defendant Standal has only received waters of Stoddard Creek Springs as were not diverted by plaintiffs and their predecessors. Water diverted into the pipeline since 1914 does not return to the natural channel of Stoddard Creek and is unavailable for appropriation by defendant Standal. Water has been diverted into the pipeline

by holding the "head" of the water approximately 15 1/2" above the top of the pipeline inside the diversion box. Since the Springs fluctuate seasonally, and the water has been diverted into the pipeline on a year-round basis, the head over the pipeline opening in the diversion box has been maintained by obstructing the overflow section of the diversion box. The water from the spring that overflows when the head above the pipeline is 15 1/2" above the top of the pipe then overflows into Stoddard Creek and follows the natural channel to defendant Standal's land.

8. The plaintiffs have historically attempted to allocate the water which passes through the pipeline down to the division box as follows: 7/35th to Wilkins, 7/35th to Mechams, 18/35th to Hamiltons, and 3/35th to Harrisons. But the facts developed at trial show the proper allocation among the plaintiffs to be as hereinafter set out.

9. The diversion box pushes water through the pipeline in direct proportion to the level of water above the pipe. On January 29, 1977, there were approximately 15 and 1/2 inches of water above the pipe, and 3.5 cubic feet per second (hereafter c/f/s) traveling through it. 3.5 c/f/s is near the maximum ever been delivered through the pipe historically. On February 2, 1979, there were 9 1/2 inches above the pipe and 3.4 c/f/s measured through it. During the Court's view taken on the morning of the trial, there was approximately 9 inches of water above the pipe, and the Court concludes that approximately 3.4/8 c/f/s was traveling through the pipe at that time.

10. The diversion of water for beneficial use for irrigation on the plaintiffs' lands is reasonable. Plaintiffs Harrison divert and beneficially apply up to 21.8 miners inches of water for irrigation purposes on their 7 acre parcel. Plaintiffs Wilkins divert and beneficially apply up to 26.7

miners inches of water for irrigation purposes on their 11 acre parcel, 9.75 acres of which are irrigated. Plaintiffs Mecham divert and beneficially apply up to 35.7 inches of water for irrigation purposes on 11 acres of their 21 acre parcel for irrigation purposes. Plaintiffs Hamilton beneficially use up to 90.8 miners inches of water on a year round basis for all of the uses described in Finding No. 2. All amounts of water listed in this finding include transmission losses.

11. In the non-irrigation season, the pipeline from the division box on Harrison property which serves plaintiff Wilkins is shut off. Harrison diverts in a pipeline system for domestic purposes at his house year-round. Any overflow from his domestic pipe feeds a small pond on Harrison's property. In the non-irrigation season, Harrison diverts water into open ditches for stock watering purposes, and also to keep the water level in the pond at a stable level. The pond is used for stockwater and for aesthetic and fish and wildlife propagation purposes. All water in the division box on the Harrison property not diverted to the Wilkins or Harrison property is conveyed to Mr. Hamilton's property. Mecham has diverted winter stock water from the large pond on the Hamilton property through open ditches to and through the Mecham property. All water not used by Harrison and Mecham in the non-irrigation season has been beneficially used by Hamilton and his predecessors in the ponds.

12. The irrigation season extends from March 15th to November 1st each year in the Hagerman Valley.

13. The present highest and best use of all the land involved in the lawsuit is single family residential use. The diversions and impounding 90.8 miners inches of water diverted by the Hamiltons (including the diversion in the multi-sized pipe discussed in Finding No. 13) have beautified their

property, and has substantially raised the market value for residential purposes. Small water falls connect each of the ponds. The overflow from the last pond is transported via a concrete spillway underneath the Hamilton driveway and over a steep decline or rock rim. These uses for recreation, aesthetics, and fish and wildlife propagation are beneficial.

14. The amount of water flowing from Stoddard Creek Springs varies from year to year. The flow declined sharply in 1977, the year of the drought. Furthermore, the flow varies somewhat during each year with the lowest flow being sometime in April or May.

15. The defendants Standal or members of their family interferred with the first diversion box during 1977 to increase the flow down Stoddard Creek and to decrease the flow which went through the piepline to plaintiffs' property.

16. Disorder could follow in future years if the diversions are controlled by other than a duly authorized water-master of the State of Idaho.

17. Defendants Standal have made various applications with the Department of Water Resources for water permits on Stoddard Creek for up to 16 c/f/s of water. Defendant Standal can put to beneficial use all waters flowing down Stoddard Creek up to 16 c/f/s, but only as subordinated to the rights of plaintiffs herein above-described.

CONCLUSIONS OF LAW

1. Plaintiffs Harrison are entitled to divert and beneficially apply 21.8 miners inches of water with a priority of 1914 from Stoddard Creek Springs for irrigation purposes during the irrigation season of March 15th to November 1st of each year. Plaintiffs Harrison are entitled to divert and beneficially apply an amount in miners inches equivalent to their domestic use year round in their pipeline system, plus

non-irrigation season stock water diverted through open ditches, and waters diverted periodically during the non-irrigation used to fill the pond on the property, for aesthetic, and fish and wildlife propagation purposes. A total of 10 miners inches is the non-irrigation season entitlement of Harrison.

2. Plaintiffs Reid are entitled to divert and beneficially apply 26.7 miners inches of water with a priority of 1914 from Stoddard Creek Springs for irrigation purposes during the irrigation season of March 15th to November 1st of each year.

3. Plaintiffs Mecham are entitled to divert and beneficially apply 35.7 miners inches of water with a 1914 priority from Stoddard Creek Springs for irrigation purposes during the irrigation season from March 15th to November 1st of each year, plus 15 miners inches used in open ditches for stock water in the non-irrigation season.

4. Plaintiffs Hamilton are entitled to divert and beneficially apply year around the amount of the waters of Stoddard Creek Springs in miners inches which typically flows down the multiple size pipe year round for domestic, irrigation, and fire protection purposes. Plaintiffs Hamilton are also entitled to divert and beneficially apply year around an amount of water from Stoddard Creek Springs up to 90.8 miners inches (less the amount in the multi-sized pipe) that amount being ample to keep the large pond and smaller ponds on his premises filled for recreation, aesthetics, and fish and wildlife propagation purposes, and to keep the water falls flowing in sufficient volume to achieve the desired aesthetic effect. The Hamiltons are entitled to said 90.8 inches of water year round with a 1914 priority.

5. Defendants Standal are entitled to all waters flowing from Stoddard Creek Springs not previously allocated above.

6. The plaintiffs' current diversion works are adequate, and the plaintiffs are entitled to a water level 15 1/2 inches above the pipeline in the diversion box to provide head to supply their water rights. Plaintiffs have a priority to a flow of 3.5 cfs through plaintiffs' system, this being the amount beneficially used during the irrigation season. Plaintiffs have a priority to non-irrigation season rights totaling 2.32 c/f/s for beneficial uses. The defendants Standal may, at their own expense, install more efficient works to divert Stoddard Creek Springs water above 2.32 c/f/s previously diverted by plaintiffs during the non-irrigation season of November 1st to March 15th if such works are approved by all of the parties, the consent for which works cannot be unreasonably withheld.

7. Evidence in this case established that property in Hagerman Valley with live streams is much more valuable then those without for aesthetic and economic purposes. It follows that such lands are therefore benefited by the beneficial use of the water whether it be for strictly irrigation, aesthetics, or other purposes. The evidence also established that Hagerman Valley, like Sun Valley, is a unique area of Idaho where subdivisions of land are prevelant, and this constitutes the highest and best use of this marginal land.

COURT'S OBSERVATIONS

Appropriate judgment will be prepared by counsel for plaintiff and only such costs as are mandated by law or rule will be allowed. All discretionary costs are denied.

DATED this 15 day of November, 1979.

Douglas D. Kramer
District Judge

STATE OF IDAHO
COUNTY OF GOODING } ss
I hereby certify that the foregoing is a true copy of the original instrument on file in my office.
Dated May 6, 1993
JOHN A. MYERS
District Court Clerk
By Deputy Clerk

AQUACULTURE INDUSTRIES, INC.

TELEPHONE 837-6676

HAGERMAN, IDAHO 83332

COLD SPRINGS, INC.

RECEIVED
APR 20 1973
Department of Water Administration

April 18, 1973

Dept. of Water Administration
State House Annex 2
Boise, Idaho 83707

Gentlemen:

Enclosed please find request for permit transfer of 36-7066 to Cold Springs, Inc.

Norman Standal is president and George Lemmon is vice-president of Cold Springs, Inc. and major stockholders in Cold Springs, inc. as they are in Aquaculture Industries, Inc.

We wish this permit transfered to another corporation so that it is seperate from our present operations.

Thanking you for your help, I remaim,

Sincerely,
Cold Springs, Inc.

Frederick L. Gettelman
Secretary

36 7066

May 2, 1973

Re: Permit No. 36-7066

Cold Springs, Inc.
P.O. Box 326
Hagerman, Idaho 83332

Attn: Mr. Frederick L. Gettelman

Gentlemen:

We acknowledge receipt of the assignment conveying the above referenced permit to Cold Springs, Inc.

The assignment has been recorded and the Department's records changed accordingly.

Sincerely,

BOBBY D. FLEENOR
Assistant Director

BDF:DR

36-7066

January 10, 1973

Re: Permit No. 36-7072 & 36-7066

Fredrick L. Gettelman, Secretary
Aquaculture Industries, Inc.
Hagerman, Idaho 83332

Dear Mr. Gettleman:

We have received your assignments of the above referenced permits. We have reviewed the assignments in the department and they appear to be in order and we find no reason why they should not be approved at this time. Therefore, the assignments are being recorded as submitted.

If you have any questions, please contact us.

Very truly yours,

Donald W. McEldowney
Water Rights Administrator

DWM/cd

36 7066

DUE JULY 1st
Penalty, if not filed by September 1st $10.00
Forfeit, if not filed by November 30th, 1972

Filing Annual Statement Fee	
Delinquent Penalty	
TOTAL PAID	

CORPORATE REFERENCE NUMBER 042076

Aquaculture Industries, Inc.
Frederick L. Gettelman, Secretary
P.O. Box 326
Hagerman, Idaho 83332

Please put corporate name, officer filing Annual Statement, mailing address, city, state, zip code in above box.

CAPITAL STOCK:

Authorized Capital Stock $200,000.00
Divided into Number of Shares 2,000
Par Value of $100.00
Capital Stock Subscribed $210,800.00
Amount Issued $210,800.00
Amount Paid Up $210,800.00

The name of the Corporation: Aquaculture Industries, Inc.
(Correct Corporate Name)

Principal place of business and mailing address P.O. Box 326 Hagerman, Idaho 83332

Name		Address
Norman Standal	President	Star Route Bliss, Idaho
George Lemmon	V.-Pres.	Rural Route Hagerman, Idaho
Fred L. Gettelman	Secretary	P.O. Box 326 Hagerman, Idaho
Edward Sandlin	Treasurer	1953 9th Ave. E. Twin Falls, Idaho
	Director	
	Director	All the officers are the directors
	Director	
	Director	
	Director	
	Director	

Managing agent Norman S. Standal
Managing agent in Idaho Mailing Address Star Route Bliss, Idaho

Date of Annual Election of Directors March
Is the corporation engaged in active business operations in Idaho? Yes
Yes or No.

Principal business activity Fish Growing
Fiscal year ends October 31
Did the Corporation file an Idaho Income Tax Return for its last Fiscal Year Yes
Yes or No

If No, explain

If a Mining Corporation, state whether the corporation is productive or non-productive
(The Attorney General has ruled that a mine is productive if ore is being produced regardless of whether a profit is being made. All mining companies selling ore must pay tax.)

Is the Corporation a Co-operative Marketing Association? Yes
(a) Is the Corporation non-profit earning? No
(Irrigation and telephone corporations and all companies not organized for pecuniary profit must answer this question)

(b) If a non-profit earning corporation, COMPLETE STATEMENT ON REVERSE SIDE.
(The 1955 Session of the Idaho Legislature amended Sec. 30-601, Idaho Code, to provide "that corporations not organized to pecuniary profit shall file an additional statement showing the annual salary or wages paid to all directors, officers, agents and employees of such corporations.")

Edward C. Sandlin
Affiant's Signature

STATE OF Idaho

County of Gooding

Subscribed and sworn to before me this 23rd day of August, 1972

(NOTARY SEAL)

David Nicholson
Notary Public
Hagerman Ida

(over)

35 7066

Form 6-9

STATE OF IDAHO ..... 42076 ..... DEPARTMENT OF STATE

ANNUAL STATEMENT

DUE JULY 1st
PENALTY, IF NOT FILED BY SEPTEMBER 1st
FORFEIT, IF NOT FILED BY NOVEMBER 30th

JAN 11 8 51 AM '71
SECRETARY OF STATE
STATE OF IDAHO

Corporate Name ..... Aquaculture Industries, Inc.

Officer Filing Annual Statement .....

Corporate Mailing Address ..... 313 Shoshone Street North .....

City ..... Twin Falls ..... State ..... Idaho ..... Zip Code 83301 .....

STATE OF ..... Idaho .....
County of ..... Twin Falls ..... } ss.

I, ... , being first duly sworn, make the following

statement concerning ..... Aquaculture Industries, Inc. .....
(Name of Corporation)

Address of Principal place of business or office in Idaho: 313 Shoshone St. No. County ... Twin Falls

Name of Officers:	Mailing Address of Officers: (Postoffice box or Street number)
..... Norman Standal ....., President	... Star Route, Bliss, Idaho .....
..... George Lemmon ....., Vice President	... Hagerman, Idaho .....
..... Donald J. Hinze ....., Secretary	... 232 Locust St. No., Twin Falls ....
..... Edward Sandlin ....., Treasurer	... 1953 Ninth Avenue East, Twin Falls

Name of Directors:	Mailing Address of Directors: (Postoffice box or Street number)
1. ..... Norman Standal	... Star Route, Bliss, Idaho .....
..... George Lemmon	... Hagerman, Idaho .....
..... Donald J. Hinze	... 232 Locust St. No., Twin Falls ....
..... Edward Sandlin	... 1953 Ninth Ave. East, Twin Falls
..... C. K. Werth	... P.O. Box 98, Markesan, Wisconsin
.....	.....

(There must be at least two officers and three directors listed.)

Date of annual election of directors ..... July 15 of each year .....

Managing agent in Idaho .....
Name Address

CONDITION OF CAPITAL STOCK

The Authorized Capital of said Corporation is ---------- $ 200,000.00

Divided into ... 2,000 ..... shares of the par value of --- $100.00/share ..... $ .....

2. The amount of Capital Stock subscribed is ---- ~~2,000 Shares~~ 1,078 Shares $ .....

Amount issued $ ... 107,800.00 Amount paid up $107,800.00 $ 107,800.00

3. If a Mining Corporation, state whether the corporation is productive or non-productive .....
(The Attorney General has ruled that a mine is productive if ore is being produced regardless of whether a profit is being made. All mining companies selling ore must pay tax.)

4. Is the Corporation a Co-operative Marketing Association? ..... No .....

5. (a) Is the Corporation non-profit earning? ..... No .....
(Irrigation and telephone corporations and all companies not organized for pecuniary profit must answer this question.)

(b) If a non-profit earning corporation, COMPLETE STATEMENT ON REVERSE SIDE.
(The 1955 Session of the Idaho Legislature amended Sec. 30-601, Idaho Code, to provide "that corporations not organized to pecuniary profit shall file an additional statement showing the annual salary or wages paid to all directors, officers, agents and employees of such corporations.")

..... Affiant's Signature

36 7000

... before me this ..... 10th ..... day of ..... December ..... , 19 ... 70 .....

Form S-9

STATE OF IDAHO 42076 DEPARTMENT OF STATE

ANNUAL STATEMENT

DUE JULY 1st
PENALTY, IF NOT FILED BY SEPTEMBER 1st
FORFEIT, IF NOT FILED BY NOVEMBER 30th

DOMESTIC CORPORATION
Domestic or Foreign

STATE OF Idaho } ss.
County of Gooding }

I, Frederick L. Gettelman, being first duly sworn, make the following statement concerning Aquaculture Industries, Inc.
(Name of Corporation)

Address of Principal place of business or office in Idaho: Hagerman, County Gooding

1.

Name of Officers:	Mailing Address of Officers: (Postoffice box or Street number)
Norman S. Standal, President	Star Route, Bliss, Idaho
George H. Lemmon, Vice-President	Hagerman, Idaho
Frederick L. Gettelman, Secretary	Apt.5 Lynnwood Manor, Twin Falls,
Edward A. Sandlin, Treasurer	1953 Ninth Ave. East, Twin Falls,

Name of Directors:	Mailing Address of Directors: (Postoffice box or Street number)
Norman S. Standal	Star Route, Bliss, Idaho
George H. Lemmon	Hagerman, Idaho
Frederick L. Gettelman	Apt.5 Lynnwood Manor, Twin Falls,
Edward A. Sandlin	1953 Ninth Ave. East, Twin Falls,

(There must be at least two officers and three directors listed.)

Date of annual election of directors March

Managing agent in Idaho Norman S. Standal (Name) Star Route, Bliss, Idaho (Address)

CONDITION OF CAPITAL STOCK

2.

The Authorized Capital of said Corporation is - - - - - - - - - - - - - - - - - $ 200,000.00

Divided into 2,000 shares of the par value of - - - - - - - - - - - - - - $ 100.00

The amount of Capital Stock subscribed is - - - - - - - - - - - - - - - - - $ 210,800.00

Amount issued $ 210,800.00 Amount paid up - - - - - - - $ 210,800.00

3. If a Mining Corporation, state whether the corporation is productive or non-productive
(The Attorney General has ruled that a mine is productive if ore is being produced regardless of whether a profit is being made. All mining companies selling ore must pay tax.)

4. Is the Corporation a Co-operative Marketing Association? Yes

5. (a) Is the Corporation non-profit earning? No
(Irrigation and telephone corporations and all companies not organized for pecuniary profit must answer this question.)

(b) If a non-profit earning corporation, COMPLETE STATEMENT ON REVERSE SIDE.
(The 1955 Session of the Idaho Legislature amended Sec. 30-601, Idaho Code, to provide "that corporations not organized for pecuniary profit shall file an additional statement showing the annual salary or wages paid to all directors, officers, agents and employees of such corporations.")

Frederick L. Gettelman
Affiant's Signature.

Subscribed and sworn to before me this 29th day of June, 19 71

(NOTARY SEAL)

Eunice T. Gillett
Notary Public.

(OVER)

36 7066

0042a JUL, 71 10000*A

State of Idaho

Department of State

CERTIFICATE OF INCORPORATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, and legal custodian of the corporation records of the State of Idaho, do hereby certify that the original of the articles of incorporation of

COLD SPRINGS, INC.

was filed in the office of the Secretary of State on the fifth day of April A.D., One Thousand Nine Hundred seventy-three and duly recorded on Film No. of Record of Domestic Corporations, of the State of Idaho, and that the said articles contain the statement of facts required by Section 30-103, Idaho Code.

I FURTHER CERTIFY, That the persons executing the articles and their associates and successors are hereby constituted a corporation, by the name hereinbefore stated, for Perpetual Existence from the date hereof, with its registered office in this State located at Hagerman, Idaho in the County of Gooding

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State. Done at Boise City, the Capital of Idaho, this 5th day of April, A.D., 1973.

36 7066

Pete T. Cenarrusa
Secretary of State.

Corporation Clerk.

Domestic

ARTICLES OF INCORPORATION
OF
COLD SPRINGS, INC.
****

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, each and all being natural persons of full age and citizens of the United States have this day and do hereby voluntarily associate ourselves together for the purpose of forming a corporation under the laws of the State of Idaho and we do hereby certify:

ARTICLE 1.

The name of this corporation shall be Cold Springs, Inc.

ARTICLE 11

The purposes and objectives for which this Corporation is formed are:

(A) To engage in the business of propagating and producing any and all kinds of fish, clams, crabs, lobsters, shrimps and crustaceans and owning, leasing, operating and managing a fish farm and a processing and packing plant; to process, propagate, produce, preserve, package and otherwise prepare for sale and distribution, both wholesale and retail, fish, fish by-products and fish food, and to sell said fish, fish by-products and fish food, both wholesale and retail; and to sell said fish both live or in the processed form.

(B) For the purpose of buying, selling jobbing, or otherwise dealing in, either wholesale or retail, fish of every nature and description, both on its own account and as agent for other persons or corporations.

36 7066

(C) To construct, equip, maintain and work, trucks or other motor vehicles approapriate for the carriage and transportation of fish of every nature and description and to carry on the business of transporting said goods, both interstate and intra-state, and in foreign countries; to purchase, con-struct, sell, hire, or let trucks, engines, machinery and other chattels and things used for any of the above purposes.

(D) To conduct business in this State, other States, District of Columbia, territories and colonies of the United States and in foreign countries, and to have one or more offices and places of business out of the State and to acquire, receive, hold, purchase, lease, mortgage, dispose of and own, hold or convey real and personal property situate in or out of the State.

(E) To own, control, lease or otherwise acquire real property, buildings and personal property necess-ary to or convenient for the conduct and operation of the aforesaid businesses; to buy, sell, acquire, hold, own, mortgage, pledge, lease, assign, transfer, trade, and deal in and with all kinds of personal property as may be necessary or convenient in carrying out any of the purposes herein contained; to borrow money, to draw, make, accept, endorse, guarantee, transfer, assign, execute and issue bonds, indebtedness, notes and other obligations and for the purpose of securing any of its obligations or contracts to convey, transfer, assign,

deliver, mortgage of pledge all or any part of the property or assets at any time owned or held by this corporation, upon such terns and conditions as the Board of Directors shall authorize, and as may be permitted by law; to make, perform and carry out contracts of every kind and description made for any lawful purpose, without limit as to amount, with any person, firm, association or corporation, either public or private, or with any territorial government, or agency thereof; to have and to exercise any and all powers and privileges now or hereafter conferred by the laws of the State of Idaho upon corporations formed underthe general corporation law of the said State, or any act amendatory thereof or supplemental thereto or substituted therefor.

(F) To manufacture, hold, purchase, or otherwise acquire, buy, and sell both retail and wholesale, produce, secure, receive, procure, make or otherwise dispose of and generally operate a machine and industrial shop and deal in parts of every kind and nature for the fish and fish processing industry and all other articles or merchandise of a kindred nature, and to export, import, and deal in all articles commonly supplied or dealt in by persons engaged in a manufacturing plant and fish industry business.

(G) To introduce, erect, operate, conduct, manage, maintain, and carry on a restaurant, cafe and cabaret business; to buy, sell, lease or otherwise dispose, and to operate, conduct, furnish, equip and manage restaurants, inns, eating houses, taverns cabarets, cafes, or

places of entertainment and generally to do and perform everything necessary for the carrying out the aforesaid purpese. To buy, or otherwise acquire, manufacture, market, prepare for market, sell, deal in and deal with, import, and export food and food products of every class and description, fresh, canned, preserved, or otherwise and to prepare and serve all food, beverages and preparations of all kinds.

(H) To do any and all lawful acts which may be necessary or proper to accomplish the purposes of this corporation and to conduct any and all lawful business and purposes.

ARTICLE 111.

This corporation shall have a perpetual existence.

ARTICLE 1V.

The location and post office address of its registered office in this State shall be Box 326, Hagerman, Idaho.

ARTICLE V.

The number of directors of the corporation shall be as specified in the by-laws and such number may from time to time be increased or decreased in such manner as may be prescribed in said by-laws provided, the number of directors of the corporation shall not be less than three and provided, that such directors need not be stockholders. In case of any increase in the number of directors, the additional directors may be elected by the directors then in office and the directors so elected shall hold office until the next annual meeting of the stockholders and until their successors are elected and qualified.

ARTICLE VI.

The total amount of authorized capital stock is 100,000 shares of the parvalue of $1.00 with an aggregate value of $100,000.00. All such stock shall be common and non-assesable and each and every share issued shall have the same rights and voting powers.

ARTICLE VII

The Board of Directors of said corporation is hereby given the power to repeal and amend the by-laws of said corporation and to adopt any new by-laws.

ARTICLE VIII.

No contract or other transaction between the corporation and any other corporation, whether or not a majority of the shares of the capital stock of such other corporation is owned by the corporation and no act of the corporation shall in any way be affected or invalidated by the fact that any of the directors of the corporation are pecuniarily or otherwise interesed in, or are directors or officers of such other corporation; any director individually, or any firm of which a director may be a member, may be a party to, or may be pecuniarily or wtherwise interested in, any contract or transaction of the corporation provided that the fact that he or such firm is so interested shall be disclosed or shall have been known to the Board of Directors or the majority thereof; and any director of the corporation who is also a director or officer of such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Boardof Directors of the corporation which shall

authorize any such contract or transaction with like force and effect as if he were not such director or officer of any such other corporation or not so interested.

ARTICLE IX.

The names and post office addresses of the incorporators and the number of shares subscribed by each are as follows:

NAME	ADDRESS	NO. SHARES
Frederick L. Gettelman	P.O. Box Hagerman, Idaho 83332	one
Norman Standal Pres.	Star Route Bliss, Idaho 83314	one
Geo. H. Lemmon V-P.	Rural Route Hagerman, Idaho 83332	one
Edward A. Sandlin	1953 9th Ave. E. Twin Falls, Idaho 83301	one

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 4 day of April, 1973.

STATE OF IDAHO)
) ss.
County of Gooding)

On this 4-4 day of April 1973, before me, the undersigned, a notary public in and for said State, personally appeared Frederick L. Gettelman, Norman Standal, Geo. H. Lemmon and Edward A. Sandlin, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

36 7066

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

Notary Public for the State of Idaho,
residing at ~~Twin Falls~~, Idaho

No. 47234

Articles of Incorporation

of

COLD SPRINGS, INC.

Place of business Hagerman, Idaho
Existence Perpetual
Capital Stock $100,000.00

STATE OF IDAHO
Department of State
Boise, Idaho

Approved, filed and admitted to the records of articles of incorporation of the State of Idaho and certificate issued this 5th
day of April **19** 73
at 8:28 **o'clock** A. **M.**

FEES PAID

Filing	$ 75.00
Recording	2.80
Cert. Copy	
Certificate	6.00
License Tax	18.75
TOTAL	$ 102.55

Pete T. Cenarrusa
SECRETARY OF STATE

BY Margaret Simmons
CORPORATION CLERK

Filed by Frederick L. Gettelman
Box 325, Hagerman, Idaho

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S). REQUIRED FEE(S) PAID.

☐ Show to whom, date and address where delivered

☐ Deliver ONLY to addressee

RECEIPT

Received the numbered article described below.

REGISTERED NO.

CERTIFIED NO.
2338

INSURED NO.

DATE DELIVERED
JUN 20 1972

1 SIGNATURE OR NAME OF ADDRESSEE (*Must always be filled in*)
John Rookolt

2 SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
Tom Moran

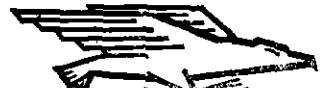
8 SHOW WHERE DELIVERED (*only if requested*)
36 2066

GSE—16—71543-11 347-108 GPO

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS



POSTMARK OF DELIVERING OFFICE



PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

Print your name and address below. If you want to restrict delivery, or to have the address of delivery shown on this receipt, check block(s) on other side. Moisten gummed ends and attach this card to back of article.

RETURN TO

DEPARTMENT OF WATER ADMINISTRATION
STATEHOUSE - ANNEX #2
BOISE, IDAHO 83707

36 7066

POD Form 3811 Apr. 1969 655-16-71548-11

SENDER: Be sure to follow instructions on other side

PLEAS[redacted]URNISH SERVICE(S) INDICATED BY CHECKE[redacted]LOCK(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.

CERTIFIED NO.
28739

INSURED NO.

DATE DELIVERED
JUN 21 1972

SIGNATURE OR NAME OF ADDRESSEE *(Must always be filled in)*
1 Evans Rankin Smith & Co.

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
2 By Diane Wilkes

SHOW WHERE DELIVERED *(Only if requested, and include ZIP Code)*
3 [illegible]

mjl

U.S. POSTAL SERVICE
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

Postmark of Delivering Office

TWIN FALLS JUN 15 IDAHO

SENDER INSTRUCTIONS

Print in the space below your name, address, including ZIP Code

- If special services are desired, check block(s) on other side.
- Moisten gummed ends and attach to back of article.

RETURN TO

Form 3811 Nov. 1970 e55—16—81277—1

36 7666

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.

CERTIFIED NO.

23740

INSURED NO.

1. SIGNATURE OR NAME OF ADDRESSEE *(Must always be filled in)*

Edward Lancaster

2. SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Essie Cottle

DATE DELIVERED

JUN 20 1972

3. SHOW WHERE DELIVERED *(Only if requested, and include ZIP Code)*

36 7066

U.S. POSTAL SERVICE
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

JUN 20 1972

Postmark of Delivering Office

SENDER INSTRUCTIONS

Print in the space below your name, address, including ZIP Code.

- If special services are desired, check block(s) on other side.
- Moisten gummed ends and attach to back of article.

RETURN TO

DEPARTMENT OF [illegible] OPERATION

36 7066

PS Form 3811 Nov. 1970 655—16—81277-1

June 19, 1972

COPY

Mr. John A. Rosholt
Parry, Robertson, Daly & Larson
Lawyers
Fidelity Bank Building
P. O. Box 525
Twin Falls, Idaho 83301

Dear John:

Enclosed is a transcript of the proceedings of the hearing held on October 19, 1970, in the matter of Application for Permit Nos. 36-7066, 36-7068, 36-7069 and 36-7091.

Very truly yours,

R. KEITH HIGGINSON
Director

RKH:mjl

Enclosure

36 7066

June 19, 1972

C

O

Mr. Leon Smith, Jr.
Kramer, Plankey, Smith & Beeks
210 - 6th Avenue East
Box 508
Twin Falls, Idaho 83301

P

Dear Leon:

Enclosed is a transcript of the proceedings of the hearing held on October 19, 1970, in the matter of Application for Permit Nos. 36-7066, 36-7068, 36-7069 and 36-7091.

Very truly yours,

Y

R. KEITH HIGGINSON
Director

RKH:mjl

Enclosure

36 7066

NAME AND ADDRESS OF SENDER

Indicate type of mail:
☐ REGISTERED ☐ REGISTERED C.O.D.
☑ CERTIFIED

Affix stamp here if issued as certificate of mailing or for additional copies of this bill.
POSTMARK AND DATE OF RECEIPT

NUMBER OF ARTICLE	NAME OF ADDRESSEE, STREET, AND POST OFFICE ADDRESS	POSTAGE	FEE	R. R. FEE	REST. DEL. FEE	ACTUAL VALUE	SURCHARGE	REMARKS*
1								
2								
3								
4						38 7066		
5								
6								
7								

In the Matter of Application for Permit No. 36-7066, George Lemmon and Norman Standal; Application for Permit No. 36-7068, Donald J. Hinze; Application for Permit No. 36-7069, Donald J. Hinze; Application for Permit No. 36-7091; Earl M. Hardy and Richard Kaster; Amended Application for Permit No. 36-7066, George Lemmon and Norman Standal; Amended Application for Permit No. 36-7068, Donald J. Hinze; and Amended Application for Permit No. 36-7069, Donald J. Hinze.

CERTIFICATE

State of Idaho)
)ss.
County of Ada)

I, R. Keith Higginson, Director of the Department of Water Administration, State of Idaho, do hereby certify that the attached documents, exhibits, and transcript in the above-entitled cause was compiled and bound under my direction as, and is a true, full and correct transcript of the pleadings, papers and proceedings therein contained, and that said transcript contains true and correct copies of the papers and pleadings listed in the following attached four pages;

And I do further certify that the attached Transcript was compiled and bound under my direction as a true and correct transcript of the proceedings therein contained, and that the same contains the typed transcript of the evidence, testimony and proceedings had at the hearing of said cause as taken from the tape-recording at said hearing held on October 19, 1970 in Twin Falls, Idaho.

I further certify that Applicants' Exhibits 1 - 8 inclusive and Protestants' Exhibits A - R inclusive are all of the exhibits which were marked for identification, and used or considered at the hearing of this cause; except G

In Witness Whereof, I have hereunto set my hand, this 16 day of June, 1972.

R. KEITH HIGGINSON
Director

36 7066

In connection with the hearing on Application for Permit Nos. 36-7066, Norman Standal and George Lemmon; 36-7068 and 36-7069, Donald J. Hinze; and 36-7091, Earl Hardy and Richard Kaster, copies of the following are hereby submitted for inclusion:

Applicants Exhibits 1, 2, 3, 4, 5, 6, 7, and 8
Protestants Exhibits A, B, C, D, E, F, H, I, J, L, M, N, O, P, Q, and R

Application for Permit No. 36-7066

Amended and Approved Application for Permit No. 36-7066 in the name of George Lemmon and Norman Standal

Two Affidavits of Publication

Twenty-two page Reply Brief of Applicant Norman S. Standal and George Lemmon signed by Leon E. Smith

November 9, 1970 letter from John A. Rosholt to R. Keith Higginson

Twenty-two page brief of protestants Richard Kaster & Earl Hardy signed by John A. Rosholt

Four page affidavit and agreement of George Lemmon signed by Leon E. Smith and George Lemmon

October 9, 1970 letter from Daniel A. Slavin to C. Stephen Allred

Roster of Attendance

Two Notices of Conference and/or Hearing dated October 6, 1970 and Sept. 2, 1970

September 15, 1970 letter from Daniel A. Slavin to C. Stephen Allred

August 18, 1970 letter from Leon E. Smith to Don McEldowney

August 11, 1970 letter from John A. Rosholt to Don McEldowney

August 3, 1970 letter from Richard Kaster to C. Stephen Allred

July 13, 1970 letter from Leon E. Smith to R. Keith Higginson with attached 2 page stipulation

June 17, 1970 letter from Leon E. Smith to R. Keith Higginson

Notice of Conference and/or Hearing dated May 27, 1970

May 20, 1970 letter from Daniel A. Slavin to R. Keith Higginson

December 26, 1969 letter from Earl Hardy to R. Keith Higginson

December 19, 1969 letter from Richard Kaster to R. Keith Higginson

December 12, 1969 letter to George Lemmon and Norman Standal from Don McEldowney

Aquaculture Industries Cost Estimates

36 7066

November 25, 1969 letter from Charles E. Ireton to C. Stephen Allred

November 20, 1969 letter from Norman S. Standal to C. Stephen Allred

November 12, 1969 letter from James E. Bruce to C. Stephen Allred

Application for Permit No. 36-7066 in the name of George Lemmon & Norman Standal

October 28, 1969 letter from C. Stephen Allred to Don Hinze

October 22, 1969 letter from Norman Standal & George Lemmon to C. Stephen Allred

September 16, 1969 letter from Don McEldowney to George Lemmon & Norman Standal

September 10, 1969 letter from John A. Rosholt to Don McEldowney

September 6, 1969 letter from George Lemmon & Norman Standal to R. Keith Higginson

August 21, 1969 letter from Richard Kaster to R. Keith Higginson

July 16, 1969 letter from George Lemmon & Norman Standal to Don McEldowney

Application for Permit No. 36-7068

Amended and Approved Application for Permit No. 36-7068 in the name of Donald J. Hinze

Three Affidavits of Publication

Assignment of Permit Form

July 16, 1971 letter from John A. Rosholt to Don McEldowney

December 1, 1970 letter from George Lemmon and Norman Standal to R. Keith Higginson

Twenty-four page Reply Brief of Applicant Donald J. Hinze signed by Leon E. Smith

Twenty page Brief of Protestants Richard Kaster and Earl Hardy signed by John A. Rosholt

Four page Affidavit of George Lemmon

Two page protest in the matter of Application for Permit No. 36-7068

October 8, 1970 letter from Daniel A. Slavin to C. Stephen Allred

Three Notices of Conference and/or Hearing dated October 6, 1970, September 2, 1970 and May 27, 1970

December 26, 1969 letter from Earl Hardy to R. Keith Higginson

December 19, 1969 letter from Richard Kaster to R. Keith Higginson

36 7066

Application for Permit No. 36-7068 (cont'd)

Application for Permit No. 36-7068 in the name of Wesley E. Reynolds and Donald J. Hinze

November 12, 1969 letter from James E. Bruce to C. Stephen Allred

September 19, 1969 letter from Richard Kaster to R. Keith Higginson

Application for Permit No. 36-7069

Amended and Approved Application for Permit No. 36-7069 in the name of Donald J. Hinze

Two Affidavits of Publication

December 11, 1970 letter from Norman Standal and George Lemmon to Bobby Fleenor

Two page protest in the matter of Application for Permit No. 36-7069

September 18, 1970 letter from Paul L. Jauregui to C. Stephen Allred

June 18, 1970 letter from Charles E. Ireton to C. Stephen Allred

Two Notices of Conference and/or Hearing dated September 2, 1970 and May 27, 1970

December 12, 1969 letter from Don McEldowney to Donald J. Hinze

Application for Permit No. 36-7069 in the name of Wesley E. Reynolds and/or Donald J. Hinze

October 23, 1969 letter from Donald Hinze to C. Stephen Allred

Three page protest in the matter of Application for Permit No. 36-7069 in the name of Wesley E. Reynolds and/or Donald J. Hinze to appropriate 20.0 c.f.s. of water from Blind Canyon Creek signed by Glenn J. Hall

July 31, 1969 letter from Norman Standal and George Lemmon to R. Keith Higginson

Application for Permit No. 36-7091

Amended and Approved Application for Permit No. 36-7091 in the name of Earl M. Hardy and Richard Kaster

Affidavit of Publication

Eight page Reply Brief of Applicants Richard Kaster and Earl Hardy signed by John A. Rosholt

October 23, 1970 letter from Leon E. Smith to R. Keith Higginson

Five page Memorandum and Argument by Protestants Standal, Lemmon and Hinze signed by Leon E. Smith

36 7068

Application for Permit No. 36-7091 (cont'd)

Three Notices of Conference and/or Hearing dated October 6, 1970, September 2, 1970 and September 2, 1970

July 8, 1970 letter from John A. Rosholt to R. Keith Higginson

June 25, 1970 letter from Leon E. Smith to R. Keith Higginson

Three page protest in the matter of Application for Permit No. 36-7091 in the name of Earl Hardy and Richard Kaster to appropriate 300 c.f.s. of water from Box Canyon

January 9, 1970 letter from Thomas H. Allen to R. Keith Higginson

January 8, 1970 letter from Earl Hardy to Department of Reclamation

December 10, 1969 letter from C. Stephen Allred to Earl M. Hardy and Richard Kaster

November 28, 1969 letter from Earl Hardy to Department of Reclamation

November 28, 1969 letter from Earl Hardy to Department of Reclamation

Transcript of Proceedings

38 7066

April 29, 1971

Re: Permit No. 36-7066

George Lemmon and Norman Standal
Route 1
Hagerman, Idaho 83332

Gentlemen:

Enclosed is a copy of your approved Permit No. 36-7066. Also enclosed is a copy of the Order setting forth the conditions upon which your permit was approved.

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

Very truly yours,

C. STEPHEN ALLRED
Deputy Director

CSA:kh

Enclosures

cc. Leon F. Smith, Jr. - Attorney

36 7066

BEFORE THE STATE RECLAMATION ENGINEER
OF THE
STATE OF IDAHO

In the Matter of Application for)
Water Permits No. 36-7066, 36-7068)
and 36-7069.) AFFIDAVIT
)

Applicant's Exhib. 5
1

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

NORMAN STANDAL, Being first duly sworn upon oath, deposes and says:

That he is one of the applicants for permit to appropriate the public waters of the State of Idaho, which application is Number 36-7066.

Affiant and George Lemmón entered into said application for Water Permit No. 36-7066, after lengthy discussions and negotiations for the lease, use, or purchase of Lots 2, 3, 4, 5, and 7 of Section 28, Township 8 South, Range 14 E.B.M. At the time of making said application, on or about June 19, 1969, affiant believed that an interest had been acquired by him and George Lemmon in said Lots 2, 3, 4, 5 and 7, subject only to approval of their application and issuance of a permit from the Department of Water Administration for the State of Idaho. Subsequently, Idaho Power Company decided to put up for bids Lots 2 and 5. George Lemmon and Affiant bid on said Lots but were unsuccessful as high bidder. However, affiant and George Lemmon were the second highest bidders and consequently, in the event that the highest bidders, Richard Kaster and Earl M. Hardy, default in the purchase agreement

36 7066

that they have with Idaho Power regarding Lots 2 and 5, affiant and George Lemmon could possibly still be in a position to purchase said Lots 2 and 5. Affiant and George Lemmon had an understanding with one Donald Hinze, who has an option to purchase said Lots 3, 4 and 7 executed by the owner Richard Kaster, that affiant and George Lemmon would be granted the use or lease of Lots 3, 4 and 7 for the application of waters applied for in Application No. 36-7066. This lease agreement or use agreement was verbal and contingent upon the fact that affiant and George Lemmon's use of said Lots 3, 4 and 7 would not in any way interfere with the permit being purchased by Donald Hinze from Richard Kaster. At no time was any bad faith or lack of good faith practiced by affiant or George Lemmon on the application for water permit number 36-7066.

Affiant and George Lemmon together expended a great deal of time and moneys in the preliminary planning, engineering, marketing, research and organization of the project contemplated under the application, numbered 36-7066. There was no undue speculation on the part of affiant or his partner in said planning nor was the application filed with the Department of Water Administration for delaying purposes.

Affiant, at the time of filing said application, had a net worth in the approximate amount of $120,000.00 and combined with that of affiant's partner, George Lemmon, was sufficient to undertake and complete approximately one-half of the project originally contemplated in the original application and amendment thereto (36-7066). Affiant and George Lemmon, together with other interested parties subsequently received commitments and contingent promises for financial backing to complete the remainder of the contemplated project set forth in Application No. 36-7066.

After it became apparent that applicants for Permit No. 36-7066 interests would be better served by applying the water to a different place of use, affiant and George Lemmon did further negotiations with one Truett C. Anderson and obtained

a Lease with option to purchase on lands nearby the contemplated diversion works. An amended Application No. 36-7066 was later submitted to the Department of Water Administration and filed.

Affiant and George Lemmon layed extensive plans for the contemplated project under Application No. 36-7066 and are prepared to substantiate all facts, uses, and allegations contained in said original application or the amendment thereto.

Dated this 16 day of October, 1970.

Norman Standal
NORMAN STANDAL

Subscribed and sworn to before me this 16 day of October, 1970.

Notary Public for Idaho
Residing at Twin Falls, Idaho

36 7066

RECEIVED
JUN 19 1970

BEFORE THE STATE RECLAMATION ENGINEER
OF THE

STATE OF IDAHO

In the Matter of Application for Water Permits No. 36-7066, 36-7068 and 36-7069.	AFFIDAVIT OF DONALD J. HINZE

Applicants Exhibit 2

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

DONALD J. HINZE, Being first duly sworn on oath deposes and says:

That he filed application for a permit to appropriate the public waters of the State of Idaho, with the Department of Reclamation for the State of Idaho; said permits are numbered 36-7068 and 36-7069.

That on or about the 10th day of April, 1969, he negotiated with one Richard Kaster and obtained a purchase option on property designated as Lots 3, 4 & 7, Sec. 28, T. 8 So., Range 14 E.B.M. For this purchase option given me by Mr. Kaster, I paid earnest money in the amount of $1,500.00. I was given the option of purchasing the lots at any time in which I should elect, provided that I comply with the terms of the purchase option agreement.

On or about June 19, 1970, I was approached by Norman Standal and George Lemmon who desired to purchase my option on Lots 3, 4 & 7 as described above. After lengthy negotiations with said individuals, an agreement was reached whereby, for consideration, the use of part of said Lots 3, 4 & 7 was granted to Norman Standal and George Lemmon. The use of said lots, of course, was contingent upon said individuals obtaining a water permit and complying with

KRAMER, PLANKEY
& MEEHL
ATTORNEYS AT LAW
TWIN FALLS, IDAHO

36 7066

other laws of the State of Idaho in acquiring same. The use was also contingent upon the fact that their use did not interfere with my water right.

Donald J. Hinze

Subscribed and sworn to before me this 18 day of June, 1970.

Leon E. Smith, Jr.
Notary Public for Idaho
Residing at Twin Falls

KRAMER, PLANKEY
& MEEHL
ATTORNEYS AT LAW
TWIN FALLS, IDAHO

36 7106

September 6, 1969

Applicants Exhibit 3

Idaho Power Company
1220 Idaho Street
Boise, Idaho 83700

ATTN: Mr. James Bruce

Dear Mr. Bruce:

As a follow up on our conversation of September 5, 1969 we submit the following offer for your consideration.

We offer you $120,500.00 for your 310.86 acres at Box Canyon and 62.66 acres at Beckle Springs on approximately the following basis:

The enclosed checks for $12,050.00 constitutes the down payment, balance to be paid in annual payments over 10 or 20 years at 7% interest.

That you grant us a road easement across the upper portion of your Lot 6 for an access into Blind Canyon.

That any new right away not now existing be negotiated with us.

This offer is void unless it is accepted by September 12, 1969 and it incures no further obligation on our part to bid on the property at any price.

We hope this meets with your approval, and that it can be followed up with a firm contract in the near future.

Sincerely,

George Lemmon
Norman S. Standal

36 7060

SNAKE RIVER



HYDRO POWER

IDAHO POWER COMPANY

BOX 770 • BOISE, IDAHO 83701

September 11, 1969

JAMES E. BRUCE
Secretary and General Counsel

Applicant's Exhibit 4

Mr Norman S Standal
Star Route
Bliss, Idaho 83314

Dear Mr Standal:

I appreciated receiving yours and George Lemmon's letter of September 6, 1969, containing the offer for Box Canyon and Bickel Springs.

As I informed you at that time, I have subsequently discussed this matter with Mr Albert Carlsen, President of Idaho Power Company, and he informed me that he believed we should request bids on these properties by means of an informal offering. Accordingly, I am returning herewith your check and have requested Mr Moore, who is preparing the necessary information with respect to the bids, to forward to you and Mr Lemmon a copy of the bid proposal.

Very truly yours,

James E Bruce
Vice President and Secretary

JEB:mlm

Encl

36 7066

~~WERTH SHARE HOLDER OPTION~~

Milwaukee, Wis. 8/5 19 69 No. 68

FIRST WISCONSIN NATIONAL BANK 12-2
OF MILWAUKEE 715

Pay to the order of Richard Kaster $500.00

Five hundred and 00/100 Dollars

C. KEN OR ARLENE WERTH

C Ken Werth

:0715:000 21: 115560:999: "00000 50000"

APPLICANTS EXHIBIT 8 ADMITTED 10/19/70

36 7066

TOTAL
PAY ANY BANK
FRB CHICAGO
1205 0215 3247
FIRST SECURITY BANK
OF IDAHO, N.A.
BOISE, IDAHO
10
AUG

38 7066

EARNEST MONEY AGREEMENT

THIS IS A LEGALLY [redacted]DING CONTRACT. IF NOT UNDERST[redacted], SEEK COMPETENT [redacted].

RECEIVED OF: Twin Falls, IDAHO, April 10, 19[redacted]

Donald J. Hinze

hereinafter called "Buyer," the sum of One Thousand Five Hundred & No (1500.00) Dollars in the form of Check paid to the broker as earnest money and in part payment of the purchase price for the following property situate in Twin Falls County, Idaho Lot 7 ex pt the South 208 feet thereof and the West of Lots 3 & 4 in Section 28, Township 8 South, Range 17 East Boise Meridian, Twin Falls County, Idaho. Also 300 acres in Box Canyon, Power [redacted] Water Right

(If more space is needed, continue on reverse side.)

Buyer hereby offers to purchase the above described property in its present condition, after full inspection on the terms and conditions herein provided, and in consideration of Seller's refraining from offering said property for sale to any other person within Ten days from date, agrees not to withdraw this offer during said period.

Included as part of the property sold to the buyer are such of the follwing items as may now be on the premises, which will be delivered free and clear of encumbrances: All existing linoleum, window screens, screen doors, television antennae, shades, venetian blinds, curtain rods, attached lighting, plumbing and bathroom fixtures, water-heating apparatus and fixtures, awnings, ventilating, cooling and heating systems, irrigation fixtures and equipment, trees, plants and shrubs and all other attached fixtures not herein reserved or excepted; together with the following personal property:

All irrigation systems including pumps & power lines

The total purchase price is:

Two Hundred Fifty Thousand & No/100 ($250,000.00) Dollars

and after deducting the sum hereinbefore receipted for the balance shall be payable as follows:

$55,000.00 when Contracts are signed and Closed, but not before June 15, 1969. The Balance of $193,500.00 payable in 10 equal annual installments, 1st payment to begin on June 1, 1969 plus interest @ 6% per annum on unpaid balance.

Subject to right of ways & water from Box Canyon & Deeded property.

(If more space is needed, continue on reverse side.)

Seller authorizes the real estate broker, hereinafter referred to as "Broker," to order and charge to Seller's account, immediately upon acceptance of this offer, and of assurance of any contemplated financing, if provided for hereinabove, either a policy of Title Insurance (using a preliminary title report prior to close of sale, after which the Title Insurance Policy will be issued) or, at the Seller's option an abstract of title certified to a date subsequent hereto evidencing condition of the title for inspection and approval of the Buyer. If Buyer's approval of the condition of the title is withheld, Buyer shall have 10 days after receipt of evidence of title in which to deliver to Seller or Broker written objections thereto. Failure to so object within the 10 day time limit provided shall be deemed approval and acceptance of the condition of the title. The Broker shall in no way be responsible for delivery to Buyer, or condition of the title.

The earnest money deposited herein shall be refunded to Buyer and this agreement voided if the Seller fails to accept Buyer's offer within the time provided, or if merchantable title cannot be delivered within a reasonable time. Should the improvements on subject property be materially damaged by fire or otherwise, prior to closing this sale, this agreement shall be voidable at the option of the Buyer.

Unless otherwise provided herein, the real property shall be conveyed by warranty deed, free of encumbrances except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements of record. Any encumbrances to be discharged by Seller may be paid out of the purchase money at date of closing.

The parties hereto authorize the Broker to arrange financing, if financing is required and Buyer agrees to use his best efforts to obtain such financing. Financing costs shall be paid by Buyer. However, if FHA or GI regulations apply to limit Buyer's loan service fee, Seller agrees to pay any excess thereof.

All taxes, rents, insurance premiums and accruing interest shall be prorated as of possession date, which shall be June 15, 19 69 providing sale is closed by that date—otherwise, upon closing.

In case the Buyer shall fail to promptly perform any covenant or agreement aforesaid and to do all things necessary and prerequisite to the consummation of this sale, the Seller may declare a forfeiture of this contract, and all rights of the Buyer shall cease and payments made by him may be retained by the Seller as liquidated damages, and not as a penalty, or the Seller may pursue any other remedy available under the laws of the State of Idaho. In any action brought upon this agreement, the prevailing party shall be entitled to reasonable attorney fees.

This agreement shall bind the heirs, executors, administrators, successors and assigns of the respective parties hereto, and time is of the essence hereof. There are no verbal agreements which modify the terms and conditions hereof.

Broker: Hackney Agency By: [redacted] Hacking

BUYER: [redacted] Hinze Twin Falls Ida (Address)

BUYER: Phone: 733-4657

SELLER ACCEPTS the foregoing terms and conditions and agrees to sell the above property to Buyer and to pay the Broker a commission of [redacted] which the Broker shall have the right to retain from the proceeds of this sale. In the event the earnest money receipted for in connection with this sale is forfeited, Seller agrees that it shall be apportioned to the Broker to the extent of the agreed upon commission with the remainder thereof, if any, to be paid to the Seller.

Dated April 10, 19 69 SELLER: Richard Nestor

SELLER:

STATE OF Idaho, COUNTY OF Twin Falls ss.

On this 10th day of April, 19 69, before me, a Notary Public in and for said State, personally appeared Donald J. Hinze, Richard H. Nestor known to me to be the person[redacted] whose name subscribed to the within instrument, and acknowledged to me that they executed the same.

Agreement Exempt 5 (Seal) Notary Public for [redacted] Residing at Twin Falls, Idaho

Approved 10/4/70 My Commission expires May 10, 19 [redacted]

SELLER'S COPY

38 7066

FERRY BROKERS COPY

CONTINUED FROM REVERSE SIDE HEREOF:

~~TOWNSHIP NINE (9) SOUTH, RANGE~~

AND LOT SEVEN (7) EXCEPT THE

THEREOF, AND ALL OF LOTS TH

SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHT (8) SOUTH,

FOURTEEN (14) E.B.M., TWIN FALLS

MORE OR LESS

SELLER ACCEPTS the foregoing offer and acknowledges receipt of $ as earnest money on account of the purchase price and agrees to sell and convey said property on the terms and conditions herein specified.

BUYER:

SELLER:

BUYER:

SELLER:

AMERICAN EXCHANGE & TRUST COMPANY

EARNEST MONEY AGREEMENT

THIS IS A LEGALLY ... DING CONTRACT. IF NOT UNDERST... , SEEK COMPETENT ADVICE.

RECEIVED OF: TWIN FALLS, IDAHO, APRIL 10TH, 1969

DONALD J HINZE

herein called "Buyer," the sum of ONE THOUSAND FIVE HUNDRED ($1,500.00) Dollars in the form of CHECK paid to the broker as earnest money and in part payment of the purchase price for the following property situate in TWIN FALLS, GOODING County, Idaho 300 C.F.S. WATER OF BOX CANYON, PERMIT NO. , REAL PROPERTY LOTS (3) EXCEPT THE NORTH 330 FT THEREOF AND ALL OF LOTS FOUR (4) & SEVEN (7) OF SEC. FOUR

(If more space is needed, continue on reverse side.)

Buyer hereby offers to purchase the above described property in its present condition, after full inspection on the terms and conditions herein provided, and in consideration of Seller's refraining from offering said property for sale to any other person within 10 days from date, agrees not to withdraw this offer during said period.

Included as part of the property sold to the buyer are such of the follwing items as may now be on the premises, which will be delivered free and clear of encumbrances: All existing linoleum, window screens, screen doors, television antennae, shades, venetian blinds, curtain rods, attached lighting, plumbing and bathroom fixtures, water-heating apparatus and fixtures, awnings, ventilating, cooling and heating systems, irrigation fixtures and equipment, trees, plants and shrubs and all other attached fixtures not herein reserved or excepted; together with the following personal property:

TOGETHER WITH ALL IMPROVEMENTS AND IRRIGATION SYSTEMS LOCATED ON SAID PREMISES,

The total purchase price is:

TWO HUNDRED & FIFTY THOUSAND ($250,000.00) Dollars

and after deducting the sum hereinbefore receipted for the balance shall be payable as follows:

29% UPON CLOSING DATE,
6% INT. ON BALANCE,
TERMS TO ARRANGED ON BALANCE
PAYABLE OVER 10 YRS.

APPROVED EXCEPT
DEPOSITED 10/14/69

(If more space is needed, continue on reverse side.)

Seller authorizes the real estate broker, hereinafter referred to as "Broker," to order and charge to Seller's account, immediately upon acceptance of this offer, and of assurance of any contemplated financing, if provided for hereinabove, either a policy of Title Insurance (using a preliminary title report prior to close of sale, after which the Title Insurance Policy will be issued) or, at the Seller's option an abstract of title certified to a date subsequent hereto evidencing condition of the title for inspection and approval of the Buyer. If Buyer's approval of the condition of the title is withheld, Buyer shall have 10 days after receipt of evidence of title in which to deliver to Seller or Broker written objections thereto. Failure to so object within the 10 day time limit provided shall be deemed approval and acceptance of the condition of the title. The Broker shall in no way be responsible for delivery to Buyer, or condition of the title.

The earnest money deposited herein shall be refunded to Buyer and this agreement voided if the Seller fails to accept Buyer's offer within the time provided, or if merchantable title cannot be delivered within a reasonable time. Should the improvements on subject property be materially damaged by fire or otherwise, prior to closing this sale, this agreement shall be voidable at the option of the Buyer.

Unless otherwise provided herein, the real property shall be conveyed by warranty deed, free of encumbrances except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements of record. Any encumbrances to be discharged by Seller may be paid out of the purchase money at date of closing.

The parties hereto authorize the Broker to arrange financing, if financing is required and Buyer agrees to use his best efforts to obtain such financing. Financing costs shall be paid by Buyer. However, if FHA or GI regulations apply to limit Buyer's loan service fee, Seller agrees to pay any excess thereof.

All taxes, rents, insurance premiums and accruing interest shall be prorated as of possession date, which shall be DAY OF CLOSING CJUNE 15TH, 1969, providing sale is closed by that date otherwise, upon closing.

In case the Buyer shall fail to promptly perform any covenant or agreement aforesaid and to do all things necessary and prerequisite to the consummation of this sale, the Seller may declare a forfeiture of this contract, and all rights of the Buyer shall cease and payments made by him may be retained by the Seller as liquidated damages, and not as a penalty, or the Seller may pursue any other remedy available under the laws of the State of Idaho. In any action brought upon this agreement, the prevailing party shall be entitled to reasonable attorney fees.

This agreement shall bind the heirs, executors, administrators, successors and assigns of the respective parties hereto, and time is of the essence hereof. There are no verbal agreements which modify the terms and conditions hereof.

Broker: ... BUYER: Donald J. Hinze Twin Falls, Ida. (Address)

By: ... BUYER: ... Phone: 733-4559

SELLER, ACCEPTS the foregoing terms and conditions and agrees to sell the above property to Buyer and to pay the Broker a commission ... which the Broker shall have the right to retain from the proceeds of this sale. In the event the earnest money receipted for in connection with this sale is forfeited, Seller agrees that it shall be apportioned to the Broker to the extent of the agreed upon commission with the remainder thereof, if any, to be paid to the Seller.

Dated ..., 19... SELLER: Richard H. Kaster

SELLER: Edith M. Kaster

STATE OF ..., COUNTY OF ... ss.

On this ... day of ..., 19..., before me, a Notary Public in and for said State, personally appeared ... known to me to be the person... whose name ... subscribed to the within instrument, and acknowledged to me that ... be ... executed the same.

(SEAL) *Notary Public for* ... *Residing at* ...

My Commission expires ...

BROKER'S COPY

36 7666

BEFORE THE DIRECTOR

OF THE

IDAHO DEPARTMENT OF WATER ADMINISTRATION

In the Matter of Protest Against)
Approval of Application for)
Permit No. 36-7066 in the names) AFFIDAVIT
of GEORGE LEMMON and)
NORMAN STANDAL)

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

PROTESTANTS EXHIBIT "A"

RICHARD BARTON, deposes and says:

That he is the Assistant Manager of the Idaho First National Bank in Buhl, Idaho.

That there is escrowed in the Idaho First National Bank, Buhl branch, a contract of sale between Edward D. Smalley and Myrtle Smalley, husband and wife, as sellers, and Sterling C. Larson and Wanda J. Larson, husband and wife, as buyers, dated the 28th day of February, 1961, a copy of which contract as amended the 17th day of December, 1962 is attached hereto and marked Exhibit "A" and made a part hereof as if set out at length herein.

That said escrow records include a contract of sale by Sterling C. Larson and Wanda J. Larson, husband and wife as sellers, to Richard Kaster and Edith Kaster, husband and wife, as buyers, dated the 29th day of November, 1968, a copy of which contract is attached hereto and marked Exhibit "B" and made a part hereof as if set out at length herein.

Richard Barton
Richard Barton

SUBSCRIBED and SWORN to before me this 2nd day of October 1970.

Evelyn D. Metcalf
Notary Public for Idaho
Residing at Buhl, Idaho
My Commission Expires Jan. 1, 1973

35-7066

CONTRACT FOR THE SALE AND PURCHASE OF REAL PROPERTY

THIS CONTRACT, made and entered into this 28 day of February, 1961, by and between EDWARD D. SMALLEY and MYRTLE SMALLEY, husband and wife, hereinafter referred to as SELLERS, and STERLING C. LARSON and WANDA J. LARSON, husband and wife, hereinafter referred to as BUYERS;

W I T N E S S E TH

That the SELLERS, in consideration of the covenants and agreements of the BUYERS hereinafter contained, agree to sell and convey to the BUYERS, and the BUYERS agree to purchase, the following described real property, together with the improvements thereon, except the house hereinafter described, situate in the County of Twin Falls, State of Idaho, to-wit:

> Lots Three (3), Four (4) and Seven (7), all in Section Twenty-eight (28), Township Eight (8) South, Range Fourteen (14) East of the Boise Meridian, consisting of 126.7 acres, more or less, together with all water, water rights, ditch and canal rights thereunto belonging or in anywise appertaining, including all of the SELLERS' rights, interests or shares of stock in Banbury Water Company, also together with all grazing rights appurtenant to the above described real property under the United States Bureau of Land Management.

PURCHASE PRICE: That the SELLERS, in consideration of the aforesaid covenants and agreements of the SELLERS, agree to pay to the SELLERS, and the SELLERS agree to accept, as the purchase price of said real property, the sum of $25,000.00, together with interest as hereinafter provided, at the times, places and in the manner following:

1. $7,500.00 as a down payment, prior to or upon execution of this contract, receipt whereof is hereby acknowledged by the SELLERS.

2. 17,500.00 by the BUYERS paying to the SELLERS, through the escrow holder hereinafter named, said sum, together with interest on the unpaid portion thereof at the rate five per cent (5%) per annum from March 1, 1961, in the following manner:

   (a) $4,000.00 plus accrued interest on March 1, 1962, and $1,500.00 plus accrued interest on March 1, 1963 and $1,500.00 plus accrued interest on March 1 of

each and every succeeding year thereafter until the full principal balance together with all accrued interest has been paid.

(b) The parties hereby agree that the BUYERS shall have the privilege of prepaying any payment under this contract without penalty.

POSSESSION: The parties hereby agree that the SELLERS shall surrender possession of the above described real property, except for the house located thereon, to the BUYERS, and the BUYERS shall take possession thereof on March 1, 1961. The parties further understand that the SELLERS shall have the privilege of remaining in possession of the house located upon the above described real property until June 1, 1961, and the parties further agree that the SELLERS shall have the privilege of removing said house from the above described real property so long as the removal thereof is done prior to June 1, 1961.

TAXES AND WATER ASSESSMENTS: BUYERS hereby agree to pay all taxes lawfully levied and assessed against the above described real property, including any delinquent taxes, and further BUYERS agree to pay taxes lawfully levied and assessed against the said real property for the year 1961 and all subsequent years during the lifetime of this contract as the same shall become due.

The SELLERS hereby agree that they will pay all water assessments heretofore assessed against the above described real property and the BUYERS agree that they will pay all water assessments lawfully levied and assessed against the above described real property or incurred in connection therewith for the year 1961 and all subsequent years during the lifetime of this contract as the same shall become due.

JUNK: The SELLERS hereby agree to remove from the above described premises, prior to April 1, 1961, all old machinery and junk presently situated upon the above described real property, which removal shall be to the BUYERS' satisfaction. To guarantee such removal the SELLERS agree to leave $500.00 of the down payment in the hands of Fred Drake, the real estate broker handling this transaction, who is hereby instructed to pay said $500.00 to the SELLERS on being notified by the BUYERS that the machinery and junk have been removed. If SELLERS have not satisfactorily removed said machinery and junk prior to April 1, 1961, Fred Drake shall pay said $500.00 to the BUYERS.

ASSIGNMENT: In the event of transfer or assignment of this contract and interests of the BUYERS hereunder, including their interest in and to any portion or portions of the above described real property, the proceeds therefrom, less the expenses of the transfer or assignment, shall, at the SELLERS' option, be applied to the balance of the purchase price due under this contract.

ESCROW: SELLERS hereby agree that upon execution of this contract they will place a copy thereof, together with a warranty deed properly executed by the SELLERS, conveying the above described real property to the BUYERS, in escrow, and that the Idaho First National Bank of Buhl, Idaho, shall be the escrow holder. Upon payment of the final installment due under this contract said escrow holder shall deliver to said BUYERS said warranty deed, and said

36 7066

escrow holder is hereby authorized and directed to deduct out of the final payment $27.50, being the amount necessary to purchase United States revenue stamps to cover the transfer and conveyance made thereby. The parties further agree that the escrow fees charged by the escrow holder shall be borne equally by the parties. The parties further agree that the legal fees for preparing this contract and other necessary papers required to complete this transaction shall be borne equally by the parties.

TITLE INSURANCE: SELLERS hereby agree to furnish to the BUYERS, within ten days after execution of this contract, a purchaser's title insurance policy covering said described real property, insuring to the BUYERS to the extent and in the amount of $25,000.00 good and merchantable title in and to said described real property in the SELLERS in fee simple, free and clear of all encumbrances except easements of record and taxes. If said title to the above described real property, as shown by the title insurance policy, is not as above warranted, then it is understood and agreed that the SELLERS will, at their own cost and expense, correct any meritorious defect in the title within a period of six months after such defect or defects have been called to their attention.

ATTORNEY'S FEES: In any suit or action brought to enforce any of the terms, conditions or covenants of this contract, the prevailing party shall be entitled, as part of the judgment rendered, to a reasonable attorney's fee to be fixed by the court, in addition to any costs allowed by law.

WASTE, LIENS AND USE: BUYERS shall keep the above described real property and the improvements thereon in good repair, reasonable wear, tear and casualty excepted. BUYERS shall not permit mechanic's or materialmen's or other liens to be filed or exist against the above described real property. BUYERS agree that they will neither use nor permit the use of said real property for any illegal or unlawful purpose nor shall suffer nor commit waste or strip upon said real property.

INSPECTION: It is understood and agreed that the lands hereby conveyed are agricultural in their nature. SELLERS make no representations as to the quality, presence or absence of noxious weeds or any other matter; and the BUYERS agree that they have examined the same and rely upon their own examination of the aforesaid premises and not upon any representations of the SELLERS. The parties further agree that this contract constitutes the whole agreement between the parties and that no warranties or representations have been made or shall be binding upon either party unless herein set forth.

DEFAULT: In the event that BUYERS shall default in any of the terms of this contract, then SELLERS shall give BUYERS notice of said default by registered mail addressed to BUYERS at the address on file with the escrow holder, calling attention to said default and demanding that the same be cured within ninety (90) days. Simultaneously, an identical letter shall be mailed by registered mail to the escrow holder. The 90-day period shall commence to run from the date of receipt of the identical letter by the escrow holder. If within said 90-day period, the default shall be cured, then this contract shall continue in full force and effect. If BUYERS shall not cure the alleged default within the said period of ninety (90) days, SELLERS, at their option, shall be entitled to demand and receive immediately the full amount remaining

due thereupon and to maintain an action to recover the same, together with their costs.

This contract shall be binding upon the respective heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, We have hereunto set our hands and seals the day and year first above written.

(SEAL) (SEAL)

BUYERS

(SEAL) (SEAL)

SELLERS

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

On this 1st day of February, 1961, before me, the undersigned, a notary public in and for Said State, personally appeared EDWARD D. SMALLEY and MYRTLE SMALLEY, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument as SELLERS, and acknowledged to me that they executed the same.

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

Notary Public for State of Idaho
Residing at Twin Falls, therein.

36-7066

-1-

due thereupon and to maintain an action to recover the same, together with their costs.

This contract shall be binding upon the respective heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, We have hereunto set our hands and seals the day and year first above written.

(SEAL) (SEAL)

BUYERS

(SEAL) (SEAL)

SELLERS

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

On this 1st day of February, 1961, before me, the undersigned, a notary public in and for said State, personally appeared EDWARD D. SMALLEY and MYRTLE SMALLEY, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument as SELLERS, and acknowledged to me that they executed the same.

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

Notary Public for State of Idaho
Residing at Twin Falls, therein.

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appurtenant to the above described real estate held in the Banbury Pipe Company. The parties of the second part hereby agree that once they are shown on the Banbury Pipe Company's records as the owners of said stock, that they will endorse said stock in blank and place it in the escrow file for the above described contract of sale and hereby direct the escrow agent that should default occur in the above described contract of sale that the escrow agent shall fill in the blanks so that the stock is returned to the parties of the first part. The parties of the first part hereby authorize the escrow agent of the above described contract of sale to exchange the certificates of stock of the Banbury Pipe Company which they now have in their possession for certificates of water stock in the Banbury Pipe Company which comply with the terms of this paragraph."

All of the covenants, terms and conditions of the above described contract not in conflict herewith are hereby reaffirmed and remain unchanged.

In witness whereof The parties hereto have hereunto set their hands, the day and year in this contract first above written.

Edward D. Smalley

Myrtle Smalley

Sterling E. Larson

Hanke Larson

STATE OF [illegible]

County of [illegible]

On this 17th day of [illegible], 1962, before me, the

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undersigned, a Notary Public in and for said County and State, personally appeared Edward D. Smalley and Myrtle Smalley, of Hagerman, Idaho, and Sterling C. Larson and Wanda J. Larson, of Twin Falls, Idaho, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Notary Public for Idaho
Residing at Buhl, Idaho

LAW OFFICES
HEPWORTH AND NUNGESTER
BUHL, IDAHO

38 7066

[redacted]

AGREEMENT OF SALE

THIS AGREEMENT Made and entered into this 29th day of November, 1968, by and between STERLING C. LARSON and WANDA J. LARSON, husband and wife, of the City and County of Twin Falls, State of Idaho, the parties of the first part, hereinafter sometimes called the Sellers and RICHARD R. KASTER, whose wife's name is EDITH M. KASTER, of Route 4, Buhl, County of Gooding , State of Idaho, the party of the second part, hereinafter sometimes called the Buyer.

WITNESSETH: That for and in consideration of the stipulations and agreements hereinafter specified, well and truly to be performed by said Buyer, the said Sellers do hereby agree to sell and convey by good and sufficient Warranty Deed unto the said Buyer and said Buyer does hereby agree to purchase of and from the said Sellers according to the terms and conditions hereinafter set forth, the following described real estate situate in Twin Falls County, State of Idaho, to-wit:

> Lot Three (3) except the North 200 feet thereof and all of Lots Four (4) and Seven (7) of Section 4, Township 9 South, Range 14 E.B.M; and Lot Seven (7) except the South 330 feet thereof and all of Lots Three (3) and Four (4) in Section 28, Township 8 South, Range 14 E.B.M.,
>
> together with all improvements and irrigation systems located on said premises including a pump and sprinkling system but reserving, however, 12.5 shares of water in Banbury Pipe Company appurtenant to the 330 feet hereinabove reserved to the Sellers.

The said Buyer in consideration of the premises and the covenants and agreements herein contained, agrees to pay to the said Sellers the total sum of $60,000.00 lawful money of the United States of America as the purchase price of said described real estate payable as follows:

36 7066

$11,500.00 cash on signing this agreement, the receipt whereof is hereby acknowledged by the Sellers. The sum of $500.00 heretofore paid to the Sellers upon execution of an Option to Purchase dated August 29, 1968, is hereby applied on and credited to the purchase price. The Buyer assumes and agrees to pay according to the tenor

thereof the balance due on that certain Contract of Sale between Ed Smalley as Seller and the first parties herein as Buyers, which said Contract is in escrow in the First National Bank, Buhl, Idaho, and upon which there is an unpaid balance of approximately $4,500.00. The Sellers agree to pay the interest on the said Smalley Contract to December 1, 1968. The balance of the Contract, together with interest thereon at the rate of 6½ % per annum shall be paid as follows:

$5,000.00 on the first of December, 1969 and a like sum on the first day of December of each and every year thereafter until the total purchase price shall have been paid. The accrued interest on the deferred principal balances shall be paid annually in addition to the principal payments and on the principal payment dates and the first interest payment shall be due December 1, 1969. The Buyer is given the privilege of making additional principal payments in amounts, however, not to exceed $5,500.00 per annum over and above the obligatory $5,000.00 annual principal payments.

Upon payment of the 1969 obligatory principal payment by the second party, the sellers agree to convey to the Buyer a parcel of land located in the Northeast Corner of Lot Three (3) of Section 28, Township 8 South, Range 14, E.B.M. containing approximately six acres and square in shape. It is understood that this conveyance shall not include any water rights and is to be made subject to the Contract above referred to between Ed Smalley and the first parties herein.

The Sellers agree to pay the 1968 real estate taxes on said premises and the Buyer agrees to pay all taxes hereinafter assessed against said property, without permitting same to become delinquent.

The Buyer shall be entitled to the possession of said premises upon the execution of this Agreement but subject to the existing Lease to Dare Land and Livestock Company, which said Lease terminates March 1, 1969.

All payments of principal and interest due hereunder shall be made to the Twin Falls Bank & Trust Company, Twin Falls, Idaho,

36 7066

each of the parties agrees to pay for one-half of the escrow charges. The Sellers agree to furnish to the Buyer a policy of Title Insurance within thirty days from the date of this Agreement showing insurable title to be in the Sellers, subject only to the above mentioned Ed Smalley Contract, taxes for 1968, and easements and rights of way of record and as may be disclosed by an inspection of the premises.

Time is of the essence of this Contract and in case said Buyer shall refuse or neglect to pay said installments of purchase price and interest as agreed herein, it shall be optional with the said Sellers to declare this Contract forfeited, and upon such declaration all right of the said Buyer to complete said purchase or to continue in possession of said premises shall immediately terminate, and said Buyer shall also forfeit all moneys paid to the said Sellers as purchase money unless said Sellers shall otherwise elect.

The said Buyer shall be entitled to the possession of said premises so long as the terms of this Agreement are complied with, but a failure to comply with the same shall at the option of the said Sellers, terminate the right of possession and the said Buyer shall surrender the possession of said lands and improvements thereon to the said Sellers and any money paid by the said Buyer by virtue of this Agreement shall be retained and shall remain the property of said Sellers as liquidated damages and said Buyer shall thence forth be regarded as a tenant holding over after the expiration of his term and shall be liable to dispossession under the law relative to forcible entry and detainer. It is understood that the provisions herein contained with reference to cancellation of this Agreement shall in no way apply to the above mentioned six acres in the event the sellers herein have previously dispossessed themselves of the title by execution and delivery of a Deed to the Buyer herein.

The parties hereto respectively bind themselves, their successors, assigns and legal representatives.

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IN WITNESS WHEREOF the parties hereto have executed this Agreement

in quadruplidate the day and year first above written.

Sterling C. Larson

Wanda J. Larson

Richard H. Kaster

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

On this 29th day of November, 1968, before me, the undersigned, a Notary Public in and for said County, personally appeared STERLING C. LARSON and WANDA J. LARSON, husband and wife, and RICHARD H. KASTER, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Seal

K. O. Shamberger
Notary Public for Idaho
Residence: Twin Falls, Idaho

36 7060

B

BEFORE THE DIRECTOR

OF THE

IDAHO DEPARTMENT OF WATER ADMINISTRATION

In the Matter of Protest Against Approval of Application for Permit No. 36-7066 in the names of GEORGE LEMMON and NORMAN STANDAL.	AFFIDAVIT

PROTESTANTS EXHIBIT "B"

STATE OF IDAHO)
) ss.
County of Gooding)

COMES NOW, Ralf M. Lucke, deposes and says:

That he is the owner and manager of the Security Title Company in Gooding, Idaho.

That a thorough search of his title records indicate that the ownership of Lots 2 and 5 of Section 28, Township 8 South, Range 14 East, Boise Meridian, Gooding County, Idaho, is in the name of the Idaho Power Company except for that portion of Lot 5 conveyed to Joseph G. Hansen and Katherine Hansen by deed dated the 29th day of October, 1941, whereby all of Lot 5 east of the center line of Section 28 was conveyed to said grantees.

That of his own personal knowledge your affiant is aware that the Idaho Power Company did advertise for bids for the sale of said Lots 2 and 5 in Section 28, including other lands adjacent thereto, and on October 8, 1969 did select the bid of Earl M. Hardy and Richard Kaster as the purchasers thereof.

That at no time prior to June 19, 1969, or to this date, do the title records of Gooding County show that George Lemmon and Norman Standal had any record interest in and to Lot 2 and that portion of Lot 5 lying west of the north-south center section line of Section 28, Township 8 South, Range 14 East, Boise Meridian, Gooding County, Idaho.

Ralf M. Lucke

Ralf M. Lucke

SUBSCRIBED and SWORN to before me this 5th day of August, 1970.

Notary Public for Idaho
Residing at Gooding
My Commission Expires 10-9-70

36 7066

BEFORE THE DIRECTOR

OF THE

IDAHO DEPARTMENT OF WATER ADMINISTRATION

In the Matter of Protest Against Approval of Application for Permit No. 36-7066 in the names of GEORGE LEMMON and NORMAN STANDAL.

AFFIDAVIT

PROTESTANTS EXHIBIT "C"

STATE OF IDAHO)
) ss.
County of Gooding)

COMES NOW, Ralf M. Lucke, deposes and says:

That he is the owner and manager of the Security Title Company in Gooding, Idaho.

That the title records of Gooding County show that the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section 28, Township 8 South, Range 14 East, Boise Meridian (a part of Lot 5) was deeded to Joseph G. Hansen and Katherine Hansen, husband and wife, of Gooding County, Idaho, by deed dated the 29th day of October, 1941, and that a search of the title records at this time reveals that no options or leases are now of record concerning said premises.

Ralf M. Lucke
Ralf M. Lucke

SUBSCRIBED and SWORN to before me this 1st day of October 1970.

Basil D. Hobday
Notary Public for Idaho
Residing at Gooding
My Commission Expires 10-9-70

36 7066

BEFORE THE DIRECTOR

OF THE

IDAHO DEPARTMENT OF WATER ADMINISTRATION

In the Matter of Protest Against)
Approval of Application for)
Permit No. 36-7066 in the names of)
GEORGE LEMMON and)
NORMAN STANDAL)

AFFIDAVIT

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

PROTESTANTS EXHIBIT "D"

WILLIAM L. CRAWFORD, deposes and says:

That he is the Vice President of the Twin Falls Title & Trust Company in Twin Falls, Idaho, and that said company conducts a title business for Twin Falls County, Idaho.

That Lot 2 and the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) (both parcels together also described as the North Half of the Northwest Quarter [N 1/2 NW 1/4]) of Section 29, Township 8 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho, and the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) of Section 20, Township 8 South, Range 14 East, Boise Meridian, are in the ownership of Truett C. Anderson and Helen M. Anderson, husband and wife, according to the title records of Twin Falls County and a further examination of said title record reveals no options, leases, or sale agreements recorded as of this time on said property.

William L. Crawford

SUBSCRIBED and SWORN to before me this 1st day of OCTOBER, 1970.

Notary Public for Idaho
Residing at TWIN FALLS
My Commission Expires 12/05/70

36 7066

exh.

BEFORE THE DIRECTOR

OF THE

IDAHO DEPARTMENT OF WATER ADMINISTRATION

In the Matter of Protest Against)
Approval of Application for)
Permit No. 36-7066 in the names) **AFFIDAVIT**
of GEORGE LEMMON and)
NORMAN STANDAL)

PROTEST, PARTS EXHIBIT "E"

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

COMES NOW, William L. Crawford, deposes and says:

That he is the Vice President of the Twin Falls Title & Trust Company in Twin Falls, Idaho, and that said company conducts a title business for Twin Falls County, Idaho.

That the title records of Twin Falls County, Idaho, indicate that Edward D. Smalley and Myrtle Smalley, husband and wife, are the record owners of Lots 3, 4, & 7, of Section 28, Township 8 South, Range 14 East, Boise Meridina, Twin Falls County, Idaho.

That your affiant has knowledge of an unrecorded contract of sale wherein Sterling C. Larson and Wanda J. Larson, husband and wife, are contract purchasers from Edward E. Smalley and Myrtle Smalley.

That your affiant has reviewed the records of Twin Falls County, Idaho, and states that there is no evidence in said records that Norman Standal or George Lemmon have ever had any interest in said property.

William L. Crawford

SUBSCRIBED and SWORN to before me this 4r day of Oct., 1970.

Notary Public for Idaho
Residing at Twin Falls
My Commission Expires 12/15/72

36-7066

State of Idaho

Department of State.

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho and custodian of the Seal of said State, do hereby certify that the annexed is a full, true and complete transcipt of articles of incorporation of MAGIC SPRINGS, INC. an Idaho corporation, received and filed in this office on the 11th day of March, 1970, as appears of record in this office as of this date.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Idaho.

Done at Boise, Idaho, this 29th *day of* September *A.D., 19* 70

Pete T. Cenarrusa
Secretary of State

Margaret Lawrence
Corporation Clerk

Certificate of Certified Copy

36 7000

State of Idaho

Department of State.

CERTIFICATE OF INCORPORATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, and legal custodian of the corporation records of the State of Idaho, do hereby certify that the original of the articles of incorporation of

MAGIC SPRINGS, INC.

was filed in the office of the Secretary of State on the Eleventh day of March A.D., One Thousand Nine Hundred Seventy and will be duly recorded on Film No. thereof in the Book of Record of Domestic Corporations, of the State of Idaho, and that the said articles contain the statement of facts required by Section 30-103, Idaho Code.

I FURTHER CERTIFY, That the persons executing the articles and their associates and successors are hereby constituted a corporation, by the name hereinbefore stated, for perpetual existence from the date hereof, with its registered office in this State located at Wendell in the County of Gooding

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State. Done at Boise City, the Capital of Idaho, this 11th day of March A.D., 19 70 .

Pete T. Cenarrusa
Secretary of State.

Ass't. Corporation Clerk.

Domestic

ARTICLES OF INCORPORATION
OF
MAGIC SPRINGS, INC.
****

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, each and all being natural persons of full age and citizens of the United States have this day and do hereby voluntarily associate ourselves together for the purpose of forming a corporation under the laws of the State of Idaho and we do hereby certify:

ARTICLE I.

The name of this corporation shall be Magic Springs, Inc.

ARTICLE II.

The purposes and objects for which this corporation is formed are:

(a) To engage in the business of propagating and producing any and all kinds of fish, clams, crabs, lobsters, shrimps and crustaceans and owning, leasing, operating and managing a fish farm and a processing and packing plant; to process, propagate, produce, preserve, package and otherwise prepare for sale and distribution, both wholesale and retail, fish, fish by-products and fish food, and to sell said fish, fish by-products and fish food, both wholesale and retail; and to sell said fish both live or in the processed form.

(b) For the purpose of buying, selling, jobbing, or otherwise dealing in, either wholesale or retail, fish of every nature and description, both on its own account and as agent for other persons or corporations,

36 7066

(c) To construct, equip, maintain and work, trucks or other motor vehicles appropriate for the carriage and transportation of fish of every nature and description and to carry on the business of transporting said goods, both interstate and intrastate, and in foreign countries; to purchase, construct, sell, hire or let trucks, engines, machinery and other chattels and things used for any of the above purposes.

(d) To conduct business in this State, other States, District of Columbia, territories and colonies of the United States, and in foreign countries, and to have one or more offices and places of business out of the State and to acquire, receive, hold, purchase, lease, mortgage, dispose of and own, hold or convey real and personal property situate in or out of the State.

(e) To own, control, lease or otherwise acquire real property buildings and personal property necessary to or convenient for the conduct and operation of the aforesaid businesses; to buy, sell, acquire, hold, own, mortgage, pledge, lease, assign, transfer, trade, and deal in and with all kinds of personal property as may be necessary or convenient in carrying out any of the purposes herein contained; to borrow money, to draw, make, accept, endorse, guarantee, transfer, assign, execute and issue bonds, indebtedness, notes and other obligations and for the purpose of securing any of its obligations or contracts to convey, transfer, assign, deliver, mortgage or pledge all or any part of the

property or assets at any time owned or held by this corporation, upon such terms and conditions as the Board of Directors shall authorize, and as may be permitted by law; to make, perform and carry out contracts of every kind and description made for any lawful purpose, without limit as to amount, with any person, firm association or corporation, either public or private, or with any territorial government, or agency thereof; to have and to exercise any and all powers and privileges now or hereafter conferred by the laws of the State of Idaho upon corporations formed under the general corporation law of the said State, or any act amendatory thereof or supplemental thereto or substituted therefor.

(f) To manufacture, hold, purchase, or otherwise acquire, buy, and sell both retail and wholesale, produce, secure, receive, procure, make or otherwise dispose of and generally operate a machine and industrial shop and deal in parts of every kind and nature for the fish and fish processing industry, and all other articles or merchandise of a kindred nature, and to export, import, and deal in all articles commonly supplied or dealt in by persons engaged in a manufacturing plant and fish industry business.

(g) To introduce, erect, operate, conduct, manage, maintain, and carry on a restaurant, cafe and cabaret business; to buy, sell, lease or otherwise dispose, and to operate, conduct, furnish, equip and manage restaurants,

inns, eating houses, taverns, cabarets, cafes, or places of entertainment and generally to do and perform everything necessary for carrying out the aforesaid purposes. To buy, or otherwise acquire, manufacture, market, prepare for market, sell, deal in and deal with, import, and export food and food products of every class and description, fresh, canned preserved, or otherwise and to prepare and serve all food, beverages and other preparations of all kinds.

(h) To do any and all lawful acts which may be necessary or proper to accomplish the purposes of this corporation and to conduct any and all lawful business and purposes.

ARTICLE III.

This Corporation shall have a perpetual existence.

ARTICLE IV.

The location and post office address of its registered office in this State shall be Box 635, Wendell, Idaho.

ARTICLE V.

The number of directors of the corporation shall be as specified in the by-laws and such number may from time to time be increased or decreased in such manner as may be prescribed in said by-laws, provided, the number of directors of the corporation shall not be less than three and provided, that such directors need not be stockholders. In case of any increase in the number of directors, the additional directors may be elected by the directors then in office and the directors so elected shall hold office until the next annual meeting of

the stockholders and until their successors are elected and qualified.

ARTICLE VI

The total amount of authorized capital stock is 400 shares with no par value. All such stock shall be common and nonassessable and each and every share issued shall have the same rights and voting powers.

ARTICLE VII.

The Board of Directors of said corporation is hereby given the power to repeal and amend the by-laws of said corporation and to adopt any new by-laws.

ARTICLE VIII

No contract or other transaction between the corporation and any other corporation, whether or not a majority of the shares of the capital stock of such other corporation is owned by the corporation and no act of the corporation shall in any way be affected or invalidated by the fact that any of the directors of the corporation are pecuniarily or otherwise interested in, or are directors or officers of such other corporation; any director individually, or any firm of which a director may be a member, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of the corporation provided that the fact that he or such firm is so interested shall be disclosed or shall have been known to the Board of Directors or the majority thereof; and any director of the corporation who is also a director or officer of such other corporation or who is so interested may be counted in determining

the existence of a quorum at any meeting of the Board of Directors of the Corporation which shall authorize any such contract or transaction with like force and effect as if he were not such director or officer of any such other corporation or not so interested.

ARTICLE IX.

The names and post office addresses of the incorporators and the number of shares subscribed by each are as follows:

NAME	ADDRESS	NO. OF SHARES
Donald J. Hinze	232 Locust St. N. Twin Falls, Idaho 83301	1
Norman Standal	Star Route, Bliss, Idaho 83314	1
Geo. H. Lemmon	Hagerman, Idaho 83332	1
Edward A. Sandlin	1953 9th Ave. East Twin Falls, Idaho 83301	1

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 7th day of March, 1970.

Donald J. Hinze
Norman Standal
Geo. H. Lemmon
Edward A. Sandlin

STATE OF IDAHO)
) ss
County of ~~Twin Falls~~ Gooding)

On this 9th day of March, 1970, before me, the undersigned, a notary public in and for said State, personally appeared Donald J. Hinze, Norman Standal, Geor H. Lemmon and Edward A. Sandlin, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Notary Public for the State of Idaho;
Residing at Twin Falls, Idaho

42077

No.

Articles of Incorporation

of

MAGIC SPRINGS, INC.

Place of business: Wendell

Existence: perpetual

Capital Stock: $40,000.00

STATE OF IDAHO
Department of State
Boise, Idaho

Approved, filed and recorded in the records of my office, and I hereby certify the same to be a full, true and correct copy of the original thereof.

Dated this 15th day of March, 70

at 8:00 o'clock A.M.

	40.00
	4.00
	6.00
	25.00
TOTAL	75.00

Pete T. Cenarrusa

Secretary of State

By [illegible]
Asst.

*Time: Donald [illegible] Kitmas
[illegible] Locust St., No.
Twin Falls, Idaho 83301
Filed by: Same Holiday Motel

Jerry Rayne, Inc.; Nampa.
J. E. Stevens Company; Boise.
Jet-Pic Manufacturing & Sales Co., Inc.; Nampa.
Jim Hawk Implement Company; Jerome.
Jim Slusher Construction Co., Inc.; Lewiston.
Jim Slusher Pontiac-Cadillac, Inc.; Kellogg.
Jim Slusher Volkswagen, Inc.; Kellogg.
Jobbers Warehouse Company; Coeur d'Alene.
Johannesen Motors, Inc.; Emmett.
John Keeping Transfer Company, Inc.; Boise.
John M. Shipley, Inc.; Coeur d'Alene.
John Nearing, Incorporated; Coeur d'Alene.
John Squires & Associates, Inc.; Pocatello.
John Wolfe Enterprises, Inc.; Boise.
Johnson-Falen Cattle Co., Inc.; Wilder.
Jones Distributing Co., Inc.; Boise.
The Jordan Cattle Company; Caldwell.
Joseph Plains Land Development, Inc.; Cottonwood.
Josephson Agro, Inc.; Payette.
Joyce Corporation; Pocatello.
J. P. F. Labs., Inc.; Caldwell.
J & M Mobile Homes, Inc.; Pocatello.
J. T. Trucking Company; Twin Falls.
J-U-B Engineers, Inc.; Nampa.
Junior Black Canyon Riders, Inc.; Emmett.
The Junior Chamber of Commerce of Idaho Falls, Inc.; Idaho Falls.
Just's, Inc.; Idaho Falls.
Idaho Land and Development Corporation; Coeur d'Alene.
Idaho Land Equities, Inc.; Idaho City.
Idaho Landholder-Sportsman Council, Inc.; Boise.
Idaho Manufacturing and Sales, Inc.; Boise.
Idaho Medical Surgical Building, Inc.; Boise.
Idaho Motorcyclists Association, Inc.; Boise.
Idaho Pacific Freightlines, Inc.; Twin Falls.
Idaho Pacific Investment and Trading Company; Boise.
Idaho Packers Express, Inc.; Boise.
Idaho Pallets, Inc.; Boise.
Idaho Potato Foods, Inc.; Idaho Falls.
Idaho Poultry Council, Inc.; Boise.
Idaho Protective Bureau, Inc.; Boise.
Idaho Quarter Horse Breeders Association, Inc.; Boise.
Idaho Quarter Horse Racing Association, Incorporated; Nampa.
Idaho Refrigeration Corporation; Jerome.
Idaho Research and Development, Inc.; Idaho Falls.
Idaho Rural Residents' Association, Inc.; Boise.
Idaho's Best Foods, Inc.; Boise.
Idaho Securities, Inc.; Caldwell.
Idaho Shorthorn Breeders' Association, Inc.; Idaho Falls.
Idaho Snow Riders Snowmobile Club, Inc.; Mountain Home.
Idaho Society of Certified Appraisers, Inc.; Boise.
Idaho Society of Medical Technologists, Inc.; Boise.
Idaho State Head Start Parent Council, Inc.; Boise.
Idaho State High School Press Association, Inc.; Pocatello.
Idaho State Jaycees, Inc.; Boise.
Idaho State Orthodontic Society, Inc.; Boise.
Idaho State Woman's Bowling Association; Rexburg.
Idaho Thorium and Mining Company; Weiser.
Idaho Trailer & Equipment, Inc.; Pocatello.
Idaho Travertine Corporation; Idaho Falls.
Idaho Turf, Inc.; Idaho Falls.
Idaho Vacations, Inc.; Eagle.
Idaho Water Conditioning Association, Inc.; Jerome.
Idaho Wholesale Grocery Co.; Idaho Falls.
I-Bar, Inc.; St. Maries.
The Idaho Development Company; Inc.; Nampa.
Kamiah Gun Club, Inc.; Kamiah.
Kampgrounds of America, Inc.; Boise.
K & B Logging Co.; American Falls.
K & E, Inc.; Coeur d'Alene.
K & L Farms, Inc.; St. Anthony.
Kaufman Motors, Inc.; Rupert.
Kay T. Homer Company; Idaho Falls.
Kesum Advertising Associates, Lewis-Clark Creative Workshop Co-Op, Inc.; Lewiston.
Lewis-Clark Market, Inc.; Lewiston.
Lewis-Clark Stock Car Racing Association, Inc.; Lewiston.
Lewis Packing Company of Washington, Idaho, Weiser.
Lewiston Dairy, Inc.; Lewiston.
Lewiston Dental Laboratory, Inc.; Lewiston.
Lewiston Equipment, Inc.; Lewiston.
Lewiston Hospital Association; Lewiston.
Lewiston Orchards Recreational and Improvement Association, Inc.; Lewiston.
Lewiston Tire and Supply, Inc.; Lewiston.
Lewis Yoder Company, Inc.; Nampa.
L. G. Davison & Sons, Inc.; Smith Prairie.
L. G. Massart Company; Boise.
Liberty Mobile Homes, Inc.; Boise.
Lighthouse Inns, Inc.; Hope.
The Lighting Center, Inc.; Boise.
Limbaugh Ranches, Inc.; Fruitland.
Lincoln-Hall Co.; Boise.
Lincoln Valley Ford Sales, Inc.; Shoshone.
The Line Company, Inc.; Boise.
Line View Farms, Inc.; Sterling.
Linwork Corp.; Twin Falls.
Litton Medical Products, Inc.; Boise.
L. J. Rice & Sons, Inc.; Buhl.
Lloyd A. Hamilton Agency, Inc.; Twin Falls.
Lloyd Bros., Inc.; Grace.
Lockhart Leasing Corporation; Boise.
Lodge Land & Livestock, Inc.; Caldwell.
Lodha Sterling Incorporated; Pocatello.
Loomis Incorporated; Ketchum.
Lords, Inc.; Boise.
Lovebug Bee, Inc.; Boise.
Loyd Canal Company; Blackfoot.
Lucky Breweries, Inc.; Boise.
Lucky-Custer Mining Corporation; Boise.
Lucky Rainbow Mining Company; Worley.
Lustre Bonnet, Inc.; Caldwell.
Lustra-Pani, Inc.; Idaho Falls.
Lyco Enterprises, Inc.; Pocatello.
Lyle and Norms Body Shop, Inc.; Coeur d'Alene.
Lyons Farms, Inc.; Caldwell.
M. A. Bossiger Real Estate, Inc.; Mountain Home.
MacElhenny, Levy & Co., Inc.; Idaho Falls.
M.A.C., Inc.; Nampa.
Macmillen Ring-Free Oil Co., Inc.; Boise.
Made Development Corp.; Wallace.
Maddan Construction Supply Co., Inc.; Boise.
Maddan Construction Supply Co., Inc. of Oregon, Pocatello.
Madison County Wheat Growers Association, Inc.; Rexburg.
Madson, Inc.; Bonners Ferry.
Magic Springs, Inc.; Wendell.
Magic Valley Baseball Club, Inc.; Twin Falls.
Magic Valley Christian College; Albion.
Magic Valley Electric Supply, Inc.; Twin Falls.
Magic Valley Motors, Inc.; Buhl.
Magic Valley Sno-mobilers, Inc.; Filer.
Magic Water Company; Buhl.
Magi-Wipe, Inc.; Twin Falls.
Majestic Computer Leasing Company, Inc.; Boise.
Major Industries, Inc.; Montevieu.
M. Alexander Company; Caldwell.
Malheur Publishing Co.; Fruitland.
M & C Marine, Inc.; Boise.
M & L Farms, Inc.; Blackfoot.
M & M Farms, Inc.; Idaho Falls.
M & T Sewer and Water Association, Inc.; Mud Lake.
Mangum's Western Wear, Inc.; Blackfoot.
Mann Constructon Co., Inc.; Boise.
Manning-Hillebrant, Inc.; Pocatello.
Mannington Mills, Inc.; Boise.
Manpower, Inc. of Boise; Boise.
Manwaring Construction, Inc.; Rexburg.
Marco Buildings, Inc.; Burley.
Markon, Inc.; Caldwell.
Martin and Robbins and Son, Inc.; Idaho Falls.
Marv's Inc.; Rigby.
Marx Corporation; Idaho Falls.
Mary Lee Gold Mining Company; Pocatello.
Marysville Irrigation Company; Ashton.
Master Builders, Inc.; Boise.
Master Fence Fittings Inc., of Utah; Boise.
Material Distributors, Inc.; Lewiston.
Montana Flour Mills, Inc.; Whitehouse.
Montgomery Farms, Inc.; Boise.
Montgomery Wheat, Inc.; Bonners Ferry.
Moore Construction, Inc.; Boise.
Moore's, Inc.; Kansas.
Moose Creek Silver Mines, Inc.; Kellogg.
Morgan Pickle & Packing Co., Inc.; Lewiston.
Morrison Farms, Inc.; Hayden Lake.
Mortgage Investment, Corporation; Boise.
Moscow Cycle, Inc.; Moscow.
Moscow Mountain Ski Corporation; Moscow.
Moseley Farms, Incorporated; Twin Falls.
Mosler Rendering Company; Payette.
Moss Home Improvements, Inc.; Idaho Falls.
Mother Lode Gold, Inc.; Wallace.
Mountivation, Inc.; Boise.
Motor Center, Inc.; Boise.
Motor-Matt, Inc.; Idaho Falls.
Motor Supply Warehouse, Inc.; Sandpoint.
Mouldings, Inc.; Boise.
Mountain Home Motorcycle Association, Inc.; Mountain Home.
Mountain King Mines, Inc.; Boise.
Mountain Pharmacal Supply, Inc.; Boise.
Mountain States Broadcasting Company; Idaho Falls.
Mountain States Health Care, Inc.; Twin Falls.
Mountain States Insulation & Supply Co.; Pocatello.
Mountain Title Co.; Cascade.
Mountain View Insurance Agency, Inc.; Boise.
Mtn. View Land & Livestock Co., Inc.; Sweet.
Mountain West Corresters, Inc.; Ashton.
Moyllis, Inc.; Boise.
M-P-M Corporation; Gooding.
M P S Investment Co., Inc.; Fruitland.
Mr. Steak, Inc.; Boise.
Muddy Creek Irrigation Company; Woodruff.
Mullan Junior Chamber of Commerce, Inc.; Mullan.
Murphy Finance Company; Boise.
Murtaugh Water & Sewer Association, Inc.; Murtaugh.
Mutual Fund Associates Incorporated; Boise.
Mutual Investments Co.; Boise.
M. V Trucking and Sales, Inc.; Buhl.
Myle's Torch Cafe & Lounge, Inc.; Boise.
Nacel Co., Inc.; Boise.
Nagel Beverage Co.; Boise.
Nampa Development Corporation; Nampa.
Nampa Ford Tractor, Inc.; Nampa.
Nampa Ford Tractor Sales, Inc.; Boise.
Nampa Insulation, Inc.; Nampa.
National Associated Properties, Inc.; Coeur d'Alene.
National Car Rental System, Inc.; Boise.
National Financial Service, Inc.; Boise.
National Food Enterprises, Inc.; Shelley.
National Furniture Store, Inc.; Lewiston.
National Motor Service Co.; Boise.
National Taco Company; Boise.
Nat J. Adams & Associates, Chartered; Boise.
N. B. Cattle Co.; Payette.
Need Products, Inc.; Boise.
Nell M. Wright, Architect, P.A.; Sun Valley.
Nevada Enterprises, Inc.; Boise.
Nevada Rock and Sand Company; Pocatello.
Newdale Water Association, Inc.; Newdale.
New Prospect Mining Company, Inc.; Bonners Ferry.
Newsome Mining Co.; Grangeville.
New Sweden Produce, Inc.; Idaho Falls.
Newton's Incorporated; Twin Falls.
The New Village Condominium Association, Inc.; Sun Valley.
Neytra, Inc.; Salmon.
Nibb-It Corporation of America; Boise.
Nichols Electric Co.; Rupert.
Niemann Equip't, Inc.; Caldwell.
908 West Grading Association, Inc.; Paul.
Nprande Aluminum, Inc.; Boise.
Nordmeo Sales & Civil, Inc.; Nordman.
Norm Dillon Porsche Audi, Inc.; Boise.
Norm's Service Parts Company of Pocatello, Inc.; Pocatello.
Northern Lumber Sales Company, Inc.; Bonners Ferry.
North Fork Sanitary Company, Incorporated; Wallace.
North Highlander Farms, Inc.; Idaho Falls.

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PROTESTANTS EXHIBIT "I" ADMITTED 10/19/70

CONTRACT OF SALE

THIS AGREEMENT, Made and entered into this 26th day of December, 1969, by and between IDAHO POWER COMPANY, a corporation, duly authorized to do business in the State of Idaho, party of the first part, hereinafter referred to for convenience as "Seller," and BOX CANYON TROUT COMPANY, INC, a corporation, and RICHARD KASTER and EDITH KASTER, husband and wife, parties of the second part, hereinafter referred to for convenience as "Buyers," WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained to be kept and performed by the parties and the sums of money to be paid, the Seller agrees to sell and the Buyers agree to purchase all of the following described real property located in Sections Twenty-seven (27) and Twenty-eight (28), Township Eight (8) South, Range Fourteen (14) East, Boise Meridian, Gooding County, Idaho, and more particularly described as follows, to-wit:

> The Northwest Quarter (NW¼) of Section Twenty-seven (27); East Half of the Northeast Quarter (E½NE¼), Southwest Quarter of the Northeast Quarter (SW¼NE¼), Lot Two (2) and Lot Five (5) of Section Twenty-eight (28); except that part of Lot Five (5) which was conveyed in Book 33 Deeds, Page 470, records of Gooding County, Idaho; all in Township Eight (8) South, Range Fourteen (14) East, Boise Meridian, Idaho.

Together with all and singular the tenements, hereditaments and appurtenances to said conveyed premises belonging and in any wise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate right, title and interest in and to the said property, as well in law as in equity, of the said party of the first part.

PRICE: The Buyers agree to pay for said real property the sum of One Hundred Two Thousand and No/Hundredths Dollars ($102,000.00) lawful money of the United States of America, as follows, to-wit:

1. $10,200.00 down at the signing of this agreement, the receipt of which is hereby acknowledged.

2. $13,680.91, which includes interest at the rate of 8% per annum, beginning with the first day of November, 1970, and thereafter on or before the first day of November, up to and including the first day of November, 1978, with the final payment of $13,680.79 to be paid on or before the first day of November, 1979, when the entire sum of both principal and interest will be entirely paid.

POSSESSION: The Seller agrees to give the Buyers possession of the above described premises on or before November 15, 1969.

RESERVATION OF TITLE: It is agreed that the title to the above described property is hereby reserved in the Seller until the full purchase price thereof shall have been paid in full, and Buyers shall be entitled to the possession of the premises from the 15th day of November, 1969, and so long as they comply with the terms of this contract.

TITLE AND TITLE EVIDENCE: The Seller agrees to furnish the Buyers a good and sufficient warranty deed to the real property previously described herein.

The Seller warrants that it is vested with a good and merchantable fee simple title to the premises, subject only to the following:

All patent and state deed reservations; the bonded debt of all taxing units; all easements and rights of way over the premises, regardless of how evidenced or acquired and whether the same appear of record or not, and a Mortgage and Deed of Trust from Idaho Power Power Company to Bankers Trust Company and J C Kennedy (successor to R G Page), as Trustees, which the Seller agrees to have released by March 15, 1970.

The Seller further agrees to furnish a policy of title insurance showing marketable title to the real property in itself, subject to the exceptions above listed. Said policy of title insurance is to be furnished to the Buyers within twenty (20) days after the $10,200.00 payment at the signing of this agreement, and the Buyers shall within twenty (20) days of the receipt thereof have said policy of title insurance examined and point out in writing to the said Seller any defects in or objections to said title.

TAXES AND ASSESSMENTS: The Seller agrees to pay all taxes and assessments against the premises lawfully assessed in the year 1969 and all prior years.

All taxes and assessments for the year 1970 and thereafter shall be paid by the Buyers.

WASTE: Buyers covenant to commit no waste on said premises and to permit no waste by others on said premises and to permit no mechanics', or other liens whatever to encumber said property, except as agreed to by Seller. Any improvements placed on said property shall become a part of the realty and shall at all times remain on said property.

ESCROW: Seller, upon clearance of the title insurance policy by the Buyers and following the release of said property from the Mortgage and Deed of Trust, shall execute a good and sufficient warranty deed conveying good and merchantable title to said property to Buyers and Seller agrees to place in escrow at that time with The Idaho First National Bank, Boise, Idaho, said warranty deed, together with the original of this contract and title insurance policy, and the escrow holder is hereby instructed and directed to deliver said warranty deed and said title insurance policy to Buyers upon completion of all payments to be made in accordance with this Contract of Sale. But if said Buyers fail to perform each and all of the terms of this contract encumbent upon them to be performed, or any of them, and especially if they fail to

make payment of said purchase price and the interest thereon in the manner provided in said contract, or shall fail to pay taxes and assessments as in said contract agreed, and said default shall continue for thirty (30) days after the Seller gives Buyers in said contract notice thereof, as provided in the contract, then said escrowholder is hereby authorized to deliver said warranty deed and title insurance policy to Seller free and clear of all right, title and claim of said Buyers.

DEFAULT AND FORFEITURE: Time is agreed to be of the essence of this contract, and in the event the Buyers shall fail or refuse to make any of the payments of any kind or nature which they have hereinbefore contracted to make, at the time and in the manner herein provided; or to pay before delinquency taxes or assessments, or commit waste, or permit any waste by others on said property, or permit any mechanics' or other liens to attach to said property, or fail to comply with any of the covenants in this agreement contained, then Seller shall have the option to declare this contract at an end, and if it so elects to declare this contract at an end it shall first give Buyers thirty (30) days' written notice of the matters in regard to which they are in default, and during the said thirty days they shall have the right to remedy said default. Such notice shall be given in writing by personal service or by mailing through the escrowholder to said Buyers, or their heirs, successors or assigns, by registered mail addressed to their residences, and if Buyers fail to remedy said default within said period of thirty days, then they shall forfeit all right they may have to said premises and Seller shall be released from all obligation in law and in equity to convey said property, and the said Seller shall retain unto himself all sums theretofore paid as agreed liquidated damages and not as a penalty for the failure of the Buyers to make said payments as heretobefore provided, and as the reasonable value of the use and occupancy of said property during the time the possession thereof

is retained by Buyers under this contract, and upon such forfeiture Buyers shall surrender the possession of said premises to Seller and from the date of such forfeiture Buyers shall be deemed to be tenants of Seller holding over after the expiration of its lease and shall be subject to dispossession under the law relating to forcible entry and detainer.

No provision contained herein shall be construed as an election of any remedy which Seller might have for a breach hereof.

LEGAL ACTION: It is further understood and agreed that in the event it is necessary for legal action to be brought by the Seller, or the Buyers, to enforce the provisions of this agreement, the losing party in any Court action shall pay the prevailing party therein a reasonable attorney's fee, and in addition shall pay the costs allowed by law.

ESCROW CHARGES: It is agreed that the escrow fees herein shall be divided equally between the parties hereto.

SUCCESSORS AND ASSIGNS; The covenants in this agreement shall extend to and bind the successors and assigns of the respective parties hereto.

SIGNATURES: IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals the day and year in this contract first above written.

IDAHO POWER COMPANY, Seller

By _____
Vice President

(CORPORATE SEAL)

ATTEST:

_____
Secretary

BOX CANYON TROUT COMPANY, INC

By _____
President

(CORPORATE SEAL)

ATTEST:

_____
Secretary

Richard Kaster

Edith Kaster

36 7066

STATE OF IDAHO)
) ss
County of Ada)

On this 11 day of _____, 1969, before me, Mary L Morton, a Notary Public, personally appeared GLENN J HALL and JAMES E BRUCE, to me personally known, who being duly sworn, did say that they are respectively the Vice President and Secretary of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as the free act and deed of said corporation.

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

_____
Notary Public
Residing at Boise, Idaho
My Commission expires April 1, 1972

(NOTARIAL SEAL)

STATE OF IDAHO)
) ss
County of Ada)

On this 11 day of _____, 1969, before me, a Notary Public, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are respectively the _____ President and _____ Secretary of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as the free act and deed of said corporation.

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

_____
Notary Public
Residing at:
My Commission expires:

(NOTARIAL SEAL)

36 7066

STATE OF IDAHO)
) ss
County of Ada)

On this 2nd day of December, 1969, before me, a Notary Public, personally appeared [illegible], to me personally known, who being duly sworn, did say that he was the President of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as the free act and deed of said corporation.

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

[illegible]
Notary Public
Residing at:
My Commission expires:
September 9, 1973

(NOTARIAL SEAL)

STATE OF IDAHO)
) ss
County of Ada)

On this 2nd day of December, 1969, before me, a Notary Public, personally appeared [illegible], to me personally known, who being duly sworn, did say that he was the Secretary of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as the free act and deed of said corporation.

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

[illegible]
Notary Public
Residing at:
My Commission expires:

(NOTARIAL SEAL)

36 7066

STATE OF IDAHO)
) ss
County of Twin Falls)

On this 1st day of October, 1970, before me, a Notary Public, personally appeared RICHARD KASTER and EDITH KASTER, known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

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

(NOTARIAL SEAL)

Thos. A. Peasley
Notary Public for Idaho
Residing at: Twin Falls
My Commission expires: 1971

36 7866

"J"

SNAKE RIVER
HYDRO POWER

IDAHO POWER COMPANY

BOX 70 BOISE, IDAHO 83707

October 14, 1969

PROTESTANTS EXHIBIT "J" ADMITTED 10/19/70

Messrs Earl M Hardy & Richard Kaster
1224 Vista Avenue
Boise, Idaho 83705

Gentlemen:

Your bid in the amount of $102,000.00 is accepted for the Blind and Box Canyon land.

In your letter of offer, 10% of the bid price was enclosed and you indicated that the balance would be paid by contract over a ten-year period with interest at 8% per annum on the unpaid balance.

Will you please advise, at your earliest convenience, your desires for the terms of the contract so that it can be prepared.

Very truly yours,

T R Heikes
Superintendent of Power

TRH/jrh

36 7066

Nov 2-1969

Dear Norman - Sorry I neglected to send these to you promptly
am enclosing the original of the 2nd option and there
Am also mailing a copy to Geo. Lemmon -

PROTESTANTS EXHIBIT L Admitted 8/19/70

DAVE P. NICHOLSON
Real Estate Broker

HAGERMAN, IDAHO 83332
Telephone 837-4731

October 25, 1969

Lease with Option to Purchase

We, Norman Standal and George H. Lemmon, do hereby deposit the sum of $100.00 with Dave Nicholsen, a Real Estate Broker. Said $100.00 is to be the first months payment on an option to purchase Lot 7-Sec. 20 and Lot 2 and NW¼ of NW¼ of Sec. 20 all in Twsp 8 So. R 14 EBM. Containing 75.8 acres owned by Truett C. Anderson.

Said option is to run from October 29, 1969 until October 29, 1974. Payments to be $100.00 per month, in advance, beginning October 29, 1969. Buyers have privilege of buying property at any time during the option term for the agreed price of $50,000.00, payable 29% down, and balance of $35,500.00 to be payable in twelve equal annual payments plus 6% interest on the unpaid balance. Buyers to have privilege of paying off any time after first annual payment has been made without any penalty. Seller is to furnish Policy of Title Insurance when 29% has been paid and a Warranty Deed when total sale price is paid.

The above offer provides that no excavation or other disturbance of the top soil will be effected until after one-half of purchase price has been paid. This proviso is not to be construed to mean prevention of normal cultivation of the soil in farming, the operation of a golf course, mobile home park or fish farm. Buyers to have the right to construct the necessary facilities, including Buildings, excavation and pipe lines, etc. for installation and operation, of a commercial fish raising facilities, such as pond raceways etc. But should be interperted to prevent the operation and sale of rock, sand and gravel pits or otherwise seriously changing the normal contour of the terrain.

If option is forfeited at any time, the money paid on option shall be divided between seller and broker as follows: 80% to seller and 20% to broker. Further when option is taken up and 29% of purchase price is paid Dave Nicholsen shall be entitled to 5% of sale price as his commission.

All option money paid by buyers shall apply as part of the 29% down payment and any option money paid to broker shall apply as part of his 5% commission

Geo. H. Lemmon

Norman 36 2566

October 27, 1969

The offer as contained in statement is accepted with the following exceptions; That part of the statement as pertains to division of money paid on option; 80 % to seller and 20 % to broker. Any division of money collected as a result of this transaction will be as originally stated in the agreement

MAGIC SPRINGS, inc.

August 9, 1969

RECEIVED

Department of Reclamation

Mr. R. Keith Higginson
State Reclamation Engineer
Department of Reclamation
Statehouse - Annex 2
Boise, Idaho

Protestants Exhibit "M" Admitted 10/8/70

Re: Application for Permit - 36-7068 and 36-7069

Dear Mr. Higginson:

We recieved the letter from Mr. Donald W. McEldowney of your Department dated Aug. 1, 1969, in reference to the protest to our water filing. After reading the copy of the protest that was mailed to us it would seem that Mr. Standell and Mr. Lemmon are asking quite a lot of your Department and ourselves in waiting for their application to be processed. We filed on this water in good faith, have a very desirable location to put this water to beneficial use on, and followed the necessary procedures, including the publication of our application within the required 30 day period.

Had Mr. Standell and Mr. Lemmon followed these same procedures they could possibly have a valid protest. Because of the fact that they had no land to put this water to beneficial use on they had to delay the publication of their application past the 30 day publication period. Had their filing been made in good faith rather than of a speculative nature this stalling would have been unnecessary.

In regard to our filing exceeding the available water in Box Canyon we fully realize that any previous permits

36 7068

36 7069

MAGIC SPRINGS, inc.

313 Sechone Street, North
Twin Falls, Idaho 83301
Phone (208) 734-2075

that have been issued have priority over our filing should it be approved. In view of the above, we respectfully request that you act upon our applications now, and if for some reason your Department should see fit to deny our applications, the filings of Mr. Standell and Mr. Lemmon would then come into consideration.

Sincerly yours,

Don Hinze

Don Hinze

Wes Reynolds

Wes Reynolds

36 7068 36 706(

EARNEST MONEY AGREEMENT

Form No. [illegible]

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

RECEIVED OF: TWIN FALLS, IDAHO, AUG. 6, 1969

WESLEY E. REYNOLDS, KEN WERTH + DONALD J. HINZ

herein called "Buyer," the sum of One Thousand & Five hundred & no/100 ($1,500.00) Dollars

in the form of Check paid to the Broker as earnest money and in part payment of the purchase price for the following property situate in TWIN FALLS County, Idaho LOT 7 Except the South 330 feet Thereof Being Part of Lots 3 + 4 in Section 28, Township 8 South, Range 17 E.B.M. TWIN FALLS COUNTY, IDAHO, ALSO 300 CFS IN GOOCHLAND CANAL TWIN FALLS COUNTY, IDAHO

(If more space is needed, continue on reverse side.)

PERMIT #

Buyer hereby offers to purchase the above described property in its present condition after full inspection on the terms and conditions herein provided, and in consideration of Seller's refraining from offering said property for sale to any other person within ..... days from date, agrees not to withdraw this offer during said period.

Included as part of the property sold to the buyer are such of the following items as may now be on the premises, which will be delivered free and clear of encumbrances: All existing linoleum, window screens, screen doors, television antennae, shades, venetian blinds, curtain rods, attached lighting, plumbing and bathroom fixtures, water-heating apparatus and fixtures, awnings, ventilating, cooling and heating systems, irrigation fixtures and equipment, trees, plants and shrubs and all other attached fixtures not herein reserved or excepted; together with the following personal property:

Sprinkler Systems including pumps + Sprinkler System.

The total purchase price is:

TWO HUNDRED FIFTY THOUSAND + no/100 ($250,000.00) Dollars

and after deducting the sum hereinbefore receipted for the balance shall be payable as follows:

$48,500 when contracts are signed and closed, but not before Sept 20, 1969, the balance of $200,000 payable in 20 equal annual installments, 1st payment to begin on Sept 20, 1970 plus interest @ 6% per annum on unpaid balance. Subject to right of prepayment in whole or in part on any interest date. Buyer to deed property to Seller upon completion within 45 days. Seller will receive $1,500.00 additional on signing + $48,500.00 at closing for a total of $50,000.00 cash. Buyer to assume existing contracts.

(If more space is needed, continue on reverse side.)

Seller authorizes the real estate broker, hereinafter referred to as "Broker," to order and charge to Seller's account, immediately upon acceptance of this offer, and of assurance of any contemplated financing provided for hereinabove, either a policy of Title Insurance (using a preliminary title report prior to close of sale, after which the Title Insurance Policy will be issued) or, at the Seller's option an abstract of title certified to a date subsequent hereto evidencing condition of the title for inspection and approval of the Buyer. If Buyer's approval of the condition of the title is withheld, Buyer shall have 10 days after receipt of evidence of title in which to deliver to Seller or Broker written objections thereto. Failure to so object within the 10 day time limit provided shall be deemed approval and acceptance of the condition of the title. The Broker shall in no way be responsible for delivery to Buyer, or condition of the title.

The earnest money deposited herein shall be refunded to Buyer and this agreement voided if the Seller fails to accept Buyer's offer within the time provided, or if merchantable title cannot be delivered within a reasonable time. Should the improvements on subject property be materially damaged by fire or otherwise, prior to closing this sale, this agreement shall be voidable at the option of the Buyer.

Unless otherwise provided herein, the real property shall be conveyed by warranty deed, free of encumbrances except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements of record. Any encumbrances to be discharged by Seller may be paid out of the purchase money at date of closing.

The parties hereto authorize the Broker to arrange financing, if financing is required and Buyer agrees to use his best efforts to obtain such financing. Financing costs shall be paid by Buyer. However, if FHA or VA regulations apply to limit Buyer's loan service fee, Seller agrees to pay any excess thereof.

All taxes, rents, insurance premiums and accruing interest shall be prorated as of possession date, which shall be Sept. 20, 1969, 19..., providing sale is closed by that date—otherwise, upon closing.

In case the Buyer shall fail to promptly perform any covenant or agreement aforesaid and to do all things necessary and prerequisite to the consummation of this sale, the Seller may declare a forfeiture of this contract, and all rights of the Buyer shall cease and payments made by him may be retained by the Seller as liquidated damages, and not as a penalty, or the Seller may pursue any other remedy available under the laws of the State of Idaho. In any action brought upon this agreement, the prevailing party shall be entitled to reasonable attorney fees.

This agreement shall bind the heirs, executors, administrators, successors and assigns of the respective parties hereto, and time is of the essence hereof. There are no verbal agreements which modify the terms and conditions hereof.

Broker: .....

By: .....

BUYER: Wesley E. Reynolds Twin Falls, Ida.
(Address)

BUYER: ..... Phone: 733-0329

SELLER ACCEPTS the foregoing terms and conditions and agrees to sell the above property to Buyer and to pay the Broker a commission of ..... which the Broker shall have the right to retain from the proceeds of this sale. In the event the earnest money receipted for in connection with this sale is forfeited, Seller agrees that it shall be apportioned to the Broker to the extent of the agreed upon commission with the remainder thereof, if any, to be paid to the Seller.

Dated August 8, 1969

SELLER: Richard H. Kaster

SELLER: Edith M. Kaster

STATE OF ....., COUNTY OF ..... ss.

On this ..... day of ....., 19....., before me, a Notary Public in and for said State, personally appeared ..... known to me to be the person whose name ..... subscribed to the within instrument, and acknowledged to me that ..... executed the same.

(SEAL) Notary Public for ..... Residing at .....

My Commission expires ..... 19...

BUYER'S COPY — with Seller's Acceptance

36 7066

BEFORE THE DIRECTOR

OF THE

IDAHO DEPARTMENT OF WATER ADMINISTRATION

In the Matter of Protest Against Approval of Application for Permit No. 36-7068 in the names of WESLEY E. REYNOLDS and DONALD J. HINTZE.

AFFIDAVIT

PROTESTANTS EXHIBIT "O" ADM'TED 11/4/70

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

WILLIAM L. CRAWFORD, deposes and says:

That he is the Vice President of the Twin Falls Title & Trust Company in Twin Falls, Idaho, and that said Company conducts a title business for Twin Falls County, Idaho.

That he has researched the records of Twin Falls County, Idaho, and that those records show that Turette C. Anderson and Helen M. Anderson, husband and wife, are the owners of the Southwest Quarter of the Southwest Quarter (SW1/4 SW 1/4) of Section 20, Township 8 South, Range 14 East, Twin Falls County, and the North Half of the Northwest Quarter (N1/2 NW1/4) of Section 29, Township 8 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho.

That the title records of said county show that Robert W. Ring and Elva June Ring, husband and wife, are the owners of record of the East Half of the Southeast Quarter (E1/2 SE 1/4) of Section 19, Township 8 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho.

That a thorough examination of the title records reveal no recorded options, leases, or contracts of sale on said above described properties at this time.

William L. Crawford

SUBSCRIBED and SWORN to before me this 1st day of October, 1970.

Notary Public for Idaho
Residing at TWIN FALLS
My Commission Expires 12/15/70

36-7068

State of Idaho

Department of State.

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho and custodian of the Seal of said State, do hereby certify that the annexed is a full, true and complete transcipt of articles of incorporation of BOX CANYON TROUT COMPANY, INC., an Idaho corporation, received and filed in this office on the 26th day of December, 1969, as appears of record as of this date.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Idaho.

Done at Boise, Idaho, this 30th *day of* September *A.D., 19* 70

Pete T. Cenarrusa

Secretary of State

Margaret Lawson

Corporation Clerk

Certificate of Certified Copy

State of Idaho

Department of State.

CERTIFICATE OF INCORPORATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, and legal custodian of the corporation records of the State of Idaho, do hereby certify that the original of the articles of incorporation of

BOX CANYON TROUT COMPANY, INC.

was filed in the office of the Secretary of State on the twenty-sixth day of December A.D., One Thousand Nine Hundred sixty-nine and will be duly recorded on ~~Film No.~~ microfilm of Record of Domestic Corporations, of the State of Idaho, and that the said articles contain the statement of facts required by Section 30-103, Idaho Code.

I FURTHER CERTIFY, That the persons executing the articles and their associates and successors are hereby constituted a corporation, by the name hereinbefore stated, for Perpetual Existence from the date hereof, with its registered office in this State located at Boise, Idaho in the County of Ada

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State. Done at Boise City, the Capital of Idaho, this 26th day of December, A.D., 19 69.

Pete T. Cenarrusa
Secretary of State.

36 7066
Corporation Clerk.

Domestic

4/771

ARTICLES OF INCORPORATION

OF

BOX CANYON TROUT COMPANY, INC.

* * * * * * * * *

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, all of whom are citizens of the United States of America, and residents of the State of Idaho, and each of whom is over the age of twenty-one years, have associated ourselves together for the purpose of forming a corporation under the laws of the State of Idaho and for that purpose do make, sign and acknowledge in triplicate these Articles of Incorporation.

ARTICLE I.

The name of this corporation shall be BOX CANYON TROUT COMPANY, INC.

ARTICLE II.

The purposes and objects for which this corporation is formed are:

(a) To engage in the business of propagating and producing trout and owning, leasing, operating and managing a trout farm or other fish farm and a processing and packing plant; to process, propagate, produce, preserve, package and otherwise prepare for sale and distribution, both wholesale and retail trout, trout by-products and trout food, and to sell said trout, trout by-products

CLEMONS, SKILES & GREEN
COUNSELLORS AND ATTORNEYS AT LAW
IDAHO BANK OF IDAHO BUILDING
BOISE, IDAHO 83702

and trout food both at wholesale and retail; to sell trout, both live or in the process form.

(b) For the purpose of buying, selling, jobbing or otherwise dealing in, either wholesale or retail, trout and other fish of every nature and description, both on its own account and as agent for other persons.

(c) To construct, equip, maintain and work trucks or other motor vehicles appropriate for the carriage and transportation of trout or other fish of every nature and description and to carry on the business of transporting said goods, both interstate and intrastate, and in foreign countries; to purchase, construct, sell, hire or let trucks, engines, machinery and other chattels and things used for any of the above purposes.

(d) To conduct business in this state, other states, District of Columbia, Territories and Colonies of the United States, and in foreign countries, and to have one or more offices and places of business out of the state, and to acquire, receive, hold, purchase, lease, mortgage, dispose of and/or convey real and personal property situate out of this state.

(e) To own, control or lease or otherwise acquire lands, buildings and personal property necessary to or convenient for the conduct and

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BIG BANK OF IDAHO BUILDING
BOISE, IDAHO 83705

operation of the aforesaid businesses; to buy, sell, acquire, hold, own, mortgage, pledge, lease, assign, transfer, trade, and deal in and with all kinds of personal property as may be necessary or convenient in carrying out any of the above purposes; to borrow money, to draw, make, accept, endorse, guarantee, transfer, assign, execute and issue bonds, indebtedness, and for the purpose of securing any of its obligations or contracts to convey, transfer, assign, deliver, mortgage and/or pledge all or any part of the property or assets at any time owned or held by this corporation, upon such terms and conditions as the Board of Directors shall authorize, and as may be permitted by law; to make, perform and carry out contracts of every kind and description made for any lawful purpose, without limit as to amount, with any person, firm, association or corporation, either public or private, or with any territory or government, or agency thereof; to have and to exercise any and all powers and privileges now or hereafter conferred by the laws of the State of Idaho upon corporations formed under the general corporation laws of said state, or under any act amendatory thereof or supplemental thereto or substituted therefor.

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COUNSELLORS AND ATTORNEYS AT LAW
IDAHO BANK OF IDAHO BUILDING
BOISE, IDAHO 83702

ARTICLE III.

This corporation shall have a perpetual existence.

ARTICLE IV.

The location and post office address of its registered office in this state shall be 1220 Vista, Boise, Idaho.

ARTICLE V.

The number of directors of the corporation shall be as specified in the by-laws and such number may from time to time be increased or decreased in such manner as may be prescribed in said by-laws provided the number of directors of the corporation shall not be less than three. In case of any increase in the number of directors, the additional directors may be elected by the directors then in office and the directors so elected shall hold office until the next annual meeting of the stockholders and until their successors are elected and qualified.

ARTICLE VI.

The total number of shares which the corporation is authorized to issue is 250,000 shares. The aggregate par value of said shares is $250,000.00 and the par value of each share is $1.00.

ARTICLE VII.

The Board of Directors of said corporation is hereby given the power to repeal and amend the by-laws of said corporation and to adopt any new by-laws.

36 7066

ARTICLE VIII.

The capital stock of this corporation shall be nonassessable, and the private property of the shareholder in this corporation shall not be liable for the debts, obligations and liabilities of this corporation.

ARTICLE IX.

No contract or other transaction between the corporation and any other corporation, whether or not a majority of the shares of the capital stock of such other corporation is owned by the corporation and no act of the corporation shall in any way be affected or invalidated by the fact that any of the directors of the corporation are pecuniarily or otherwise interested in, or are directors or officers of such other corporation; any director individually, or any firm of which a director may be a member, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of the corporation; provided that the fact that he or such firm is so interested shall be disclosed or shall have been known to the Board of Directors or a majority thereof; and any director of the corporation who is also a director or officer of such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of the corporation which shall authorize any such contract or transaction with like force and effect as if he were not such director or officer of such other corporation or not so interested.

ARTICLE X.

The names and post office address of the incorporators and the number of shares subscribed by each are:

36 7066

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1110 BANK OF IDAHO BUILDING
BOISE, IDAHO 83702

Earl M. Hardy	1220 Vista, Boise, Idaho	One share
LaVane M. Hardy	1220 Vista, Boise, Idaho	One share
Elaine Reed	1110 Bank of Idaho Bldg. Boise, Idaho	Two shares

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 26 day of December, 1969.

Earl M Hardy

LaVane M. Hardy

Elaine Reed

STATE OF IDAHO)
:ss.
County of Ada)

On this 26 day of December, 1969, before me, the undersigned, a Notary Public in and for said state, personally appeared EARL M. HARDY, LaVANE M. HARDY and ELAINE REED, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Notary Public for Idaho
Residing at Boise, Idaho.

36 7060

CLEMONS, SKILES & GREEN
COUNSELLORS AND ATTORNEYS AT LAW
910 BANK OF IDAHO BUILDING
BOISE, IDAHO 83702

[illegible]

Articles of Incorporation

of

[illegible] COMPANY,

Place of business: Boise, Idaho
Existence: Perpetual
Capital Stock: $250,000.00

STATE OF IDAHO
Department of State
Boise, Idaho

Approved, filed and admitted to the records of articles of incorporation of the State of Idaho and certificate issued this 26th day of December 1969 at [illegible] o'clock [illegible] M.

FEES PAID

Filing	$ 100.00
Recording	4.00
Cert. Copy	
Certificate	6.00
License Tax	75.00
TOTAL	$ 185.00

Pete T. Cenarrusa
SECRETARY OF STATE

By [illegible]
CORPORATION CLERK

Filed by Dale Clemons
Boise, Idaho

BOX CANYON TROUT COMPANY, INC. — Domestic Perpetual

FILE NO. 41771 ADDRESS Boise, Idaho COUNTY Ada County

INCORPORATED December 26, 1969 CAPITAL STOCK $ 250,000.00

OFFICER OF CORPORATION	ADDRESS	LICENSE FOR YEAR ENDING	REPORT FILED	NUMBER REPORT	AMOUNT OF TAX	WHEN PAID	LICENSE NUMBER
Earl M. Hardy	~~1220 Vista~~ Boise, Idaho	6/30/70			75.00	12 26 69	7723
same	same	6-30-71	9 9 70		100.00	9 9 70	5092

36 7066

Form 6-9 STATE OF IDAHO 41771 DEPARTMENT OF STATE

ANNUAL STATEMENT

DUE JULY 1st
PENALTY, IF NOT FILED BY SEPTEMBER 1st
FORFEIT, IF NOT FILED BY NOVEMBER 30th

E10406

Corporate Name Box Canyon Trout Co., Inc.

Officer Filing Annual Statement Earl M. Hardy

Corporate Mailing Address 1220 Vista Avenue

City Boise State Idaho Zip Code 83705

STATE OF Idaho
} ss.
County of Ada

X Earl M. Hardy, being first duly sworn, make the following statement concerning Box Canyon Trout Co., Inc.
(Name of Corporation)

Address of Principal place of business or office in Idaho: 1220 Vista Ave., Boise County Ada

Name of Officers:	Mailing Address of Officers: (Postoffice box or Street number)
Earl M. Hardy, President	1220 Vista Avenue, Boise, Idaho
, Vice President	
Elaine Reed, Secretary	Bank of Idaho Bldg., Boise, Idaho
, Treasurer	

Name of Directors:	Mailing Address of Directors: (Postoffice box or Street number)
1. Earl M. Hardy	As Above
La Vane Hardy	3512 Windsor Drive, Boise, Idaho
Elaine Reed	As Above

(There must be at least two officers and three directors listed.)

Date of annual election of directors First Wednesday of January

Managing agent in Idaho
Name Address

CONDITION OF CAPITAL STOCK

2. The Authorized Capital of said Corporation is ---------- $ 250,000.00

Divided into 250,000 shares of the par value of ---------- $ 1.00

The amount of Capital Stock subscribed is ---------- $

Amount issued $ 400.00 Amount paid up ---------- $ 400.00

3. If a Mining Corporation, state whether the corporation is productive or non-productive
(The Attorney General has ruled that a mine is productive if ore is being produced regardless of whether a profit is being made. All mining companies selling ore must pay tax.)

4. Is the Corporation a Co-operative Marketing Association? No

5. (a) Is the Corporation non-profit earning? No
(Irrigation and telephone corporations and all companies not organized for pecuniary profit must answer this question.)

(b) If a non-profit earning corporation, COMPLETE STATEMENT ON REVERSE SIDE.
(The 1955 Session of the Idaho Legislature amended Sec. 30-601, Idaho Code, to provide "that corporations not organized to pecuniary profit shall file an additional statement showing the annual salary or wages paid to all directors, officers, agents and employees of such corporations.")

Earl M. Hardy
Affiant's Signature

Subscribed and sworn to before me this 28 day of August, 1970

(NOTARY SEAL)

Notary Public

PROTESTANTS
Exhibit
"P"
Admitted
10/19/70 36 7066

13-0955. Box Canyon Springs near Wendell, Idaho

Monthly and yearly mean discharge, in cubic feet per second

Water year	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	The year
1950	-	-	-	-	-	-	383	383	411	416	435	461	-
1951	450	438	428	410	402	388	378	388	409	415	432	446	415
1952	452	452	433	425	416	412	397	404	429	433	446	459	430
1953	454	442	424	408	405	403	396	407	429	421	432	449	423
1954	447	436	429	432	408	400	393	399	415	428	443	464	425
1955	451	428	415	406	398	393	390	389	407	425	436	447	415
1956	449	435	412	401	393	380	377	397	428	440	439	449	417
1957	454	430	417	408	398	394	383	393	411	418	430	441	415
1958	451	432	416	407	403	394	384	394	412	420	426	447	416
1959	448	423	400	395	408	404	399	393	396	409	420	432	410
1960	424	408	416	405	393	382	373	376	386	390	409	425	399
1961	435	427	416	391	375	371	370	374	384	381	389	393	392
1962	381	368	356	353	374	373	359	355	375	386	405	410	374
1963	418	414	394	378	375	366	360	368	400	419	417	422	394
1964	430	424	403	393	382	383	378	373	390	406	427	448	403
1965	456	437	416	400	390	383	372	371	394	415	449	472	413
1966	479	457	427	410	394	383	373	369	383	404	429	442	413
1967	443	418	398	386	368	358	352	364	384	398	416	426	393

39 7068

Protestants Exh. # Q Admitted 10/19/70

M13-0956. Box Canyon Springs at mouth, near Wendell, Idaho

Location.--In NE¼NW¼ sec.28, T.8 S., R.14 E., at mouth on right bank of Snake River, half a mile downstream from gaging station 13-0955, 7⅞ miles southwest of Wendell, and at river mile 588.3.

Records available.--1902: Flow estimated twice; 1911, 1956: Flow measured once yearly. Other measurements made upstream at variable distances and flows are not equivalent (results prior to 1950 are summarized in WSP 1463).

Altitude.--2,880 ft at mouth, 3100 ft at upper spring (from topographic map).

Physical features.--Main spring emerges at foot of cliff at head of deep, narrow alcove canyon; many other springs and seeps enter creek in the 1½ miles to the Snake River.

Remarks.--No use is made of the water before it enters the Snake River. Discharge is the result of a current-meter measurement.

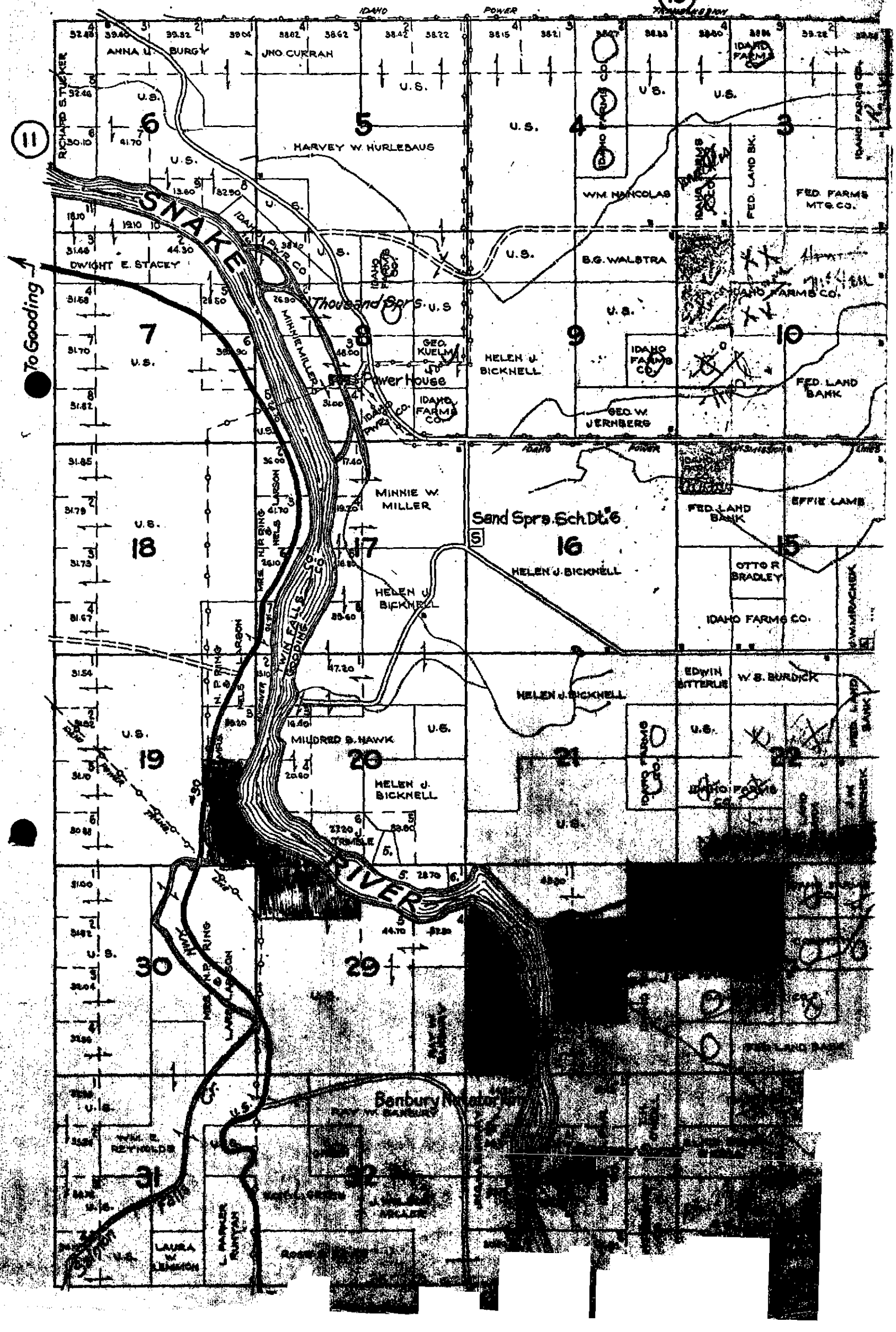
Date - 4- 6-56 Discharge - 852 cfs

36 7066

SCALE 2 IN. = 1 MILE

FOR SALE BY
CHAS. F. METSKER
514 S.W. OAK STREET PORTLAND, OREGON
111 SOUTH 10TH ST., TACOMA, WASHINGTON
1020 THIRD AVE., SEATTLE, WASHINGTON

TOWNSHIP 8 S.
GOODING & TWIN FALLS



PROTESTANTS
Exhibit
"R"
Admitted
10/19/70

36 7065

State of Idaho

Department of Water Administration

Transcript of Proceedings

In the Matter of Application for Permit No. 36-7066, George Lemmon and Norman Standal; Application for Permit No. 36-7068, Donald J. Hinze; Application for Permit No. 36-7069, Donald J. Hinze; Application for Permit No. 36-7091; Earl M. Hardy and Richard Kaster; Amended Application for Permit No. 36-7066, George Lemmon and Norman Standal; Amended Application for Permit No. 36-7068, Donald J. Hinze; and Amended Application for Permit No. 36-7069, Donald J. Hinze.

October 19, 1970
Twin Falls City Hall, Council Chambers
Twin Falls, Idaho

Hearing held before R. Keith Higginson, Director, Idaho Department of Water Administration

36 7066

P R O C E E D I N G S

MR. HIGGINSON: This hearing is being held in connection with the motion to dismiss the protest filed in connection with Application for Permit No. 36-7091. For the purpose of the record, the hearing officer is Keith Higginson, the Director of the Idaho Department of Water Administration. I'd like to have the names and appearance of the attorneys representing the various parties.

APPEARANCES:

JOHN ROSHOLT: I'm John Rosholt, I represent Mr. Earl Hardy and Mr. Richard Kaster, who are the applicants on Permit No. 7091.

LEON SMITH: I'm Leon Smith, and I represent Norman Standal and George Lemmon, who are the applicants on Application for Permit No. 36-7066.

MR. HIGGINSON: Mr. Rosholt, would you care to elaborate on your motion?

MR. ROSHOLT: Mr. Chairman, on the eighth day of July, 1970, I filed in your office a motion to dismiss the protest filed on behalf of Donald Hinze, Norman Standal and George Lemmon by Mr. Leon Smith. My thinking at that point being that the protest had been filed some seven months after the application had been made and some six months after publication and the ten day time that is stated in the statute. I think, basically, the theory of administrative law is that of a reasonable application and I'm not going to, certainly, advocate that a ten-day limit is binding on your office because I don't think you've ever excluded protests which have been filed late. In this particular case, however, I'd like to point out that I think once the Department is in a position where you've noticed up, in accordance with your notice, a conference or hearing, as I think the case was in this particular instance, and the parties have been given an opportunity to appear and, at that time, I would admit fault on that the notice said conference or hearing and I having not proceeded before this group, or your

Department, in a couple of years; the last time I did, the procedure was a conference more in the nature of a pre-trial conference at which issues were delineated and at which a formal hearing time was then later set. In this particular case, as I recall, the opponents came prepared for hearing and I did not and moved that the hearing be set to a later time. My point being that, if we allow protests to go on indefinitely, we could have had protests up to and including yesterday from people who were not particularly involved in this thing and it is a policy decision for your Department. It seems to me an impossible position to put yourself where you could notice up a hearing on Monday, the 19th of October, and have ten protests come in from Idaho Fish & Game, the Idaho Environmental Council, as of Friday, and if you were to adopt a rule of allowing all protests no matter when filed or if not filed within a reasonable time, I think you would find yourself with turning some two-hour hearings into ten-hour hearings. Perhaps this isn't basically a legal ground for denying the protest, but I think it's a good point from your standpoint. Basically, in this particular instance, we're talking about one spring; we're talking about four applications on that spring. I contend that at the end of today's efforts and prior to setting for hearing any testimony on 7091, you're going to know what Box Canyon Spring is all about. Whether or not it's important that a record be made for 7091 is certainly your decision, but I do feel that your information on that will be sufficient. The other point being that as Director of the Department of Water Administration, I think you have the authority to demand any information from any of the parties concerning the Box Canyon Spring and have certainly done so in most of these applications and the proceedings that have gone on to date. I think that maybe a hearing on 7091 on this date would be in the nature of repetition. That's all at this point.

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MR. HIGGINSON: Mr. Smith.

MR. SMITH: Well, I certainly don't advocate that we have any hard and fast rule on the ten-day limit; however, I would point out that from the reading of the statute, it doesn't require that ten days be the absolute minimum or maximum on protests to be filed. It simply states that the notice that is published should state that ten days is the time within which protests are to be received. We would move that in conjunction with Mr. Rosholt's motion, that if, in fact, the ten-day rule is invoked, it should be invoked across the board and that all of the protests to all the applications that were not timely filed, if ten days is going to be the rule, that it should apply equally to all of them. Now, I do not think that a hard and fast rule is the absolute necessary thing in this particular case; I think if no inconvenience has been caused by the late filing of the protests on 7091, because we have so many interlocking issues in these four applications, that it is necessary that all of these applications be heard and be determined. The protest was filed, I think it's about two months prior to the time of this hearing, so there has been ample notice to everyone concerned and ample time to prepare and hear and determine these issues, so there's no inconvenience to anyone involved in this particular case, and that's the basis of it, really. If we're going to invoke the rule, I think it should be across the board because in this particular case we have no inconvenience to anyone and everyone will have had a chance to be heard and all of the issues are intertwined to such an extent that I think that all protests should be considered.

MR. HIGGINSON: Any further statements, Mr. Rosholt?

MR. ROSHOLT: No, Mr. Chairman.

MR. SMITH: Nothing further.

MR. HIGGINSON: Then in connection with the motion to dismiss, it appears to me that we do have a situation where even though the matter was set for

conference and/or hearing prior to the time of filing of the protests, I feel that there has been ample opportunity to prepare to meet such a protest before the actual scheduling of the hearing today, and at this time, I think we'll overrule the motion to dismiss and proceed with the hearing this afternoon. Our office has always adopted the attitude that we should consider a protest no matter when it is filed, if it is before the action on the application. If some party has some information that they feel our office should be aware of before it acts, then we want to hear it. Therefore, I deny the motion to dismiss.

APPLICATION FOR PERMIT NO. 36-7066

MR. SMITH: Mr. Examiner, it has been stipulated between counsel that the testimony of George Lemmon, who is now incapacitated and confined to a hospital, be taken at a later time convenient to both counsels and as soon as Mr. Lemmon is available in order that his testimony may corroborate any of the testimony elicited today at this hearing and offer new evidence in the event that it is appropriate. Do you have anything to add to that, Mr. Rosholt?

MR. ROSHOLT: I think that's an excellent situation, except that I won't stipulate that his testimony is going to corroborate anything.

MR. HIGGINSON: With that stipulation, then, we will proceed with the hearing regarding the protest filed against Application for Permit No. 36-7066 filed by George Lemmon and Norman Standal on November 26, 1969. The application was amended, notification of the original application and amendment have both been published, protest against the application has been received from Mr. Richard Kaster and Mr. Earl Hardy. We will proceed then with the applicant.

MR. ROSHOLT: Mr. Chairman.

MR. HIGGINSON: Yes?

MR. ROSHOLT: Might we have an opportunity to go off the record in informal conference toward stipulating concerning exhibits?

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MR. HIGGINSON: If that would be desirable, let's do so at this time.

(Off the record discussion)

MR. HIGGINSON: Are you to a point where you can stipulate as to the admission of certain affidavits and other materials?

MR. ROSHOLT: Yes. Mr. Chairman, we have been able to stipulate as to the admission of four affidavits of the protestants, two of which are affidavits of Ralph Lucke, one of which is the affidavit of William Crawford, and one of which is the affidavit of Richard Barton.

MR. SMITH: We have no objection to that one by Richard Barton.

MR. HIGGINSON: We'll mark that Protestant's Exhibit A.

MR. SMITH: We have no objection to the one by Lucke.

MR. HIGGINSON: Mark that Exhibit B.

(Off the record discussion)

MR. HIGGINSON: For the purpose of the record, could we make sure that the record indicates that you have agreed, stipulated to the introduction and admission of Protestant's Exhibits A, B, C, D, and E and Applicant's Exhibits 1 and 2.

MR. ROSHOLT: So stipulated.

MR. SMITH: So stipulated.

MR. HIGGINSON: I will mark, for identification, Protestant's Exhibits F, G, H, I, and J. Are we then prepared to proceed with those affidavits in the record?

MR. SMITH: Mr. Examiner, if we could go off the record just a bit I would like to discuss, before I make a motion, our position on this so far as irrelevant matters are concerned.

(Off the record discussion)

MR. SMITH: I believe the parties here have stipulated that the issues that will be heard and determined in this matter are confined to those that have

been set forth in the protest to Application No. 7066. These include:

(1) Lack of good faith;

(2) Speculation and delaying purposes; and,

(3) Part of speculation - the alleged lack of real interest in the property at the point of application for the water from Box Canyon.

And that concludes stipulations as far as I'm concerned. Have you anything to add, John?

MR. ROSHOLT: That's it.

MR. HIGGINSON: Very fine, then, let's proceed then. Mr. Smith, would you care to make your initial presentation concerning your application and proposal?

MR. SMITH: Well, in accordance with the rules 9.6 and 9.11 of this hearing board, rules of procedure, the petitioners present their case, their direct case, by affidavits and the affidavits are of Donald Hinze and Norman Standal, will be presented to the court and the protestants may cross-examine therefrom. In the interest of expediency, we have confined the issues per stipulation, and it is our intention to prove to the hearing examiner at this hearing that our application for water in 36-7066 was made in good faith, there was no undue speculation in the presentation of this application, and that the parties, Norman Standal and George Lemmon, had a contingent interest in this property at the time they made this application, that they fully set forth these facts to the representative of the Department of Water Administration when they made this application and there was no fraud involved, there were no delaying tactics used and that the applicant's application was, in all respects, a legitimate and honest representation. We further will establish that the applicants have five years in which to apply this water that they have made application for to beneficial use and that with this in mind, we would put Norm Standal upon the stand and his affidavit has already, by stipulation, been admitted in the

record, and he may be cross-examined from this. And that's all we have to offer in our opening statement.

MR. HIGGINSON: Mr. Rosholt, do you wish to cross-examine Mr. Standal?

MR. ROSHOLT: I do.

MR. HIGGINSON: Fine. Mr. Standal, I wonder if we could find a spot here. Sit right here.

Norman Standal, upon being duly sworn, was cross-examined by Mr. Rosholt and testified as follows:

Q. Give us your name for the record.

A. Norman Standal.

Q. Where do you reside?

A. In Hagerman Valley. Star Route, Bliss, is my mailing address.

Q. Are you one of the joint applicants on Application 36-7066?

A. Yes.

Q. Are you also one of the principals in Magic Springs, Inc?

A. Yes.

Q. I'm going to hand you what has been marked Protestant's Exhibit F and ask you if you can identify that for me.

A. Yes, I can.

Q. What is the document?

A. Incorporation papers for Magic Springs, Inc.

MR. ROSHOLT: Mr. Chairman, I would move for introduction into the record of Protestant's Exhibit F, which is a certified copy of the Articles of Incorporation of Magic Springs, Inc.

MR. SMITH: I have no objection Mr. Higginson.

MR. ROSHOLT: Without objection, we will receive Protestant's Exhibit F. Mr. Standal, do you recall when these papers were filed?

A. March, I believe, some time.

Q. March of what year?

A. It says here the eleventh of March, 1970.

Q. Is this the same corporation that was represented in your original application as the owners of the property upon which you intended to beneficially apply the water you are asking for?

A. Would you state that again?

Q. Is Magic Springs, Inc., the same corporation which you alleged in your original application, was the owners of the property where you wish to apply the water you are asking for?

A. I don't believe this corporation was even mentioned in my original application, not in any subsequent applications.

Q. I'll show you what has been marked Protestant's Exhibit A. Would you please refer to page 2 and read the question in 9b? Would you read into the record what in response to question 9b? Read the question and the answer.

A. Who owns the land to be irrigated or place of use? Idaho Power and/or Magic Springs, Inc.

MR. ROSHOLT: I see no reason to officially put this in the record because it's already a portion of the proceedings.

MR. SMITH: May I see that, John?

(Off the record discussion)

MR. ROSHOLT: Mr. Standal, is this, in fact, the application which you signed?

A. Yes.

Q. And what date was this application filed?

A. 6-19-69 is the date it shows here.

Q. And you just testified that Magic Springs, Inc., was not incorporated until March of 1970. How would it have been possible for Magic Springs, Inc., to

own the land that you represent in that application on that date?

A. The Magic Springs that is referred to in this application is not the Magic Springs that is incorporated in these papers. Now, there is an error in definition here because Magic Springs at that time was a partnership between three parties and apparently when it got---------it is improper to have the incorporated nomenclature on these papers because, at that time, Magic Springs was not incorporated and at that time, I was not one of the participants of Magic Springs directly.

Q. Does not the application indicate the word I-N-C after Magic Springs?

A. This is an error.

Q. This is who's error?

A. I don't know whether that was the error; I can't tell you who's error it was, but it is in error.

Q. Don't you think it's a little unusual to represent a partnership as Magic Springs, I-N-C? What does I-N-C stand for?

A. Well, normally, it's incorporation.

Q. Mr. Standal, you indicate that you, on the date this was filed, June 19, 1969, that you had an interest in the property. What interest did you have in that property?

A. At the time that - at the time that I signed this paper, I had a verbal agreement between a party that had an interest in the property to jointly or to use a portion of this property for the waters we applied for in this application.

Q. Would you read for us the lands which you alleged an ownership in at the time of the application. It's on page one, I think, question 8.

A. 2, 3, 4, 5 and 7, Lots 2, 3, 4, 5 and 7, Section 28; Township 8 South, Range 14 East.

Q. Now, as you know, affidavits have gone into the record indicating that Joe Hansen owned a part of Lot 5, that the Idaho Power Company owned the remainder of the Lots 2 and 5, that Mr. Kaster is the contract purchaser of Lots 3, 4 and 7. Now, which one of those parties did you have this agreement with on June 19, 1970?

A. We had a verbal agreement for Lot 2 - let's see - I beg your pardon - for 3, 5, and 7, I believe it is, if I'm ---

Q. Per chance, it would be easier for everyone here to have a copy of Metsker map with the Box Canyon site - we could use it for demonstrative purposes.

Now, the question I asked you was which one of those lots did you have the oral agreement on?

A. We felt we had an agreement on all lots.

Q. In other words, you felt you had, on June 19, 1969, an agreement of some sort with the owners of all the property?

A. Yes.

Q. What? Those were all oral agreements?

A. Yes.

Q. Were any of them subsequently reduced to writing?

A. They were not.

Q. Could you describe the nature of the agreement which you allegedly had with Mr. Kaster as to Lots 3, 4 and 7?

A. Yes. Dick Kaster had offered to sell his property by contract, or by an agreement, along with the water permit, - a 300 second foot water permit, to Mr. Don Hinze, who was a member of the original Magic Springs partnership, and we had an agreement with Mr. Hinze whereby we would, ---he would allow us the use of his property, if necessary, for beneficial use of this water.

Q. This agreement was made prior to June 19, 1969?

A. Yes, this agreement was made prior to the time that I signed this.

Q. And you, I believe, indicated that you were all partners at that time.

A. No sir. We were not a partner with them at that time.

Q. Could you go more into detail then with your relationship with Mr. Hinze at that time?

A. Mr. Hinze and his partners came into the area here to establish a fish business and, consequently, attempted to acquire a very large block of production, fish production. One of the properties that they negotiated for was the one mentioned here. I have a personal fish farm and have had for some time, and in their quest for water and fish production, they contacted me quite some time prior to the date of this application for a--to get me,--to see if I would commit my product, that is my fish, to their efforts. That is, they were primarily interested in establishing a processing and sales business for trout and were, at one time, trying to cooperatively gather up enough production to fill their needs and we had negotiated on several occasions and I had been asked by them for a, if I would take a position in their corporate---or in their organization and work for and with them.

Q. What was the name of their organization on June 19, 1969?

A. Magic Springs.

Q. It was your understanding it was a partnership?

A. Pardon?

Q. It was your understanding it was a partnership at that time?

A. Now, that was a year ago, and I would, in fact I was, incorrectly under the assumption that it was incorporated, which it was not.

Q. I believe also on the application you indicated not only did the

Idaho Power and Magic Springs own the properties which were, in fact, owned by or being purchased by Kaster and owned by the power company and Hansen, but you also indicated that there was a lease arrangement which enabled you to make the filing. Can you produce such a lease? Or was the lease also an oral arrangement?

A. The lease was an oral understanding.

Q. Did you have such an oral understanding with the Idaho Power Company on their property?

A. I did not, but my partner did. And I can only speak for him at this time. I can only speak of my understanding of his association at that time.

Q. What, what was your--was there any arrangement made with Mr. Joe Hansen from Wendell who owned that portion of Lot 5 which the power company did not own?

A. Can I ask why that, we never indicated that we would.

Q. Well, this is what I'm trying to delineate it, you indicate on your application that you had an interest in Lots 2, 3, 4, 5 and 7, I believe, and Lot 5 is owned half by Mr. Joe Hansen, or most of it is owned by Joe Hansen and I was wondering if had--if you are contending that you had an oral agreement with him on 6-19-69.

A. On his portion of the lot? No, absolutely not.

Q. So until a later time or the date of the amendment, your amendment, where you alleged, you then allege in your amendment, do you not, that you had an interest in Mr. Hansen's land?

A. But not on the original application.

Q. Well, this was what I was trying to get - that by the allegation of owning lot, or of using Lot 5, it could have been either the power company and Mr. Hansen, and it was not Mr. Hansen at that time?

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A. No, it was not.

Q. There were no written leases with any of the parties that you know of?

A. No, there wasn't.

Q. Mr. Standal, in your amended application which was filed, I believe, in November of 1969, you alleged that you then owned--in the application as filed with the State Engineer's Office, you, when asked who owned the property at the point of diversion, you indicated the B.L.M. and Joe Hansen, and I presume that the alluding to Joe Hansen there was because this application also applies to Blind Canyon.

A. Yes.

Q. It's your belief that your point of diversion, as alleged, would be on the land owned by Mr. Hansen?

A. For the 20 second foot filing.

Q. Right.

A. And on B.L.M. ground for the 380 second foot portion of the filing.

Q. Now, you also allege in the amended application that Mr. Truett C. Anderson and Joe Hansen were the owners of the property at the place of use. Under the next question which is, "describe the arrangement enabling you to make that filing if you don't own the property," you explain that you have a lease and sale agreement with Truett C. Anderson. Do you have such a written agreement?

A. We do.

Q. Will it be produced here today?

A. If necessary, yes.

Q. Could you describe the arrangement that you had with Mr. Joe Hansen at that time? You said, "verbal agreement with Joe Hansen."

A. Yes. We did have a verbal agreement with Joe Hansen which was, at

that time, Mr. Hansen was attempting to sell his total property, which is quite a formidable property of which this lot is portion of it and Mr. Hansen indicated to us that pending the sale - that sale which I understand fell through but he subsequently made another sale, that if possible, he would sell the property to us because we offered him considerably more money than it was at face value, as a face value and we felt quite sure that he would sell us the property.

Q. As of this time, Mr. Standal, have you made any written agreements with Mr. Hansen?

A. Mr. Hansen subsequently sold this property and during this period of time, which has been almost continually in negotiation as far as the sale is concerned, it is a formidable piece of property. At one time, they were forming a, oh, one of these grazing coops type of organization to utilize it and he has subsequently sold that property to a party in California who now uses it for a dairy, and we have not to this time been able to obtain that property.

Q. But you felt that on November 26 of 1969 when you filed your amended application that the verbal agreement that you had with him was sufficient to amend the filing?

A. Yes, we did. We sincerely felt that Mr. Hansen was going to sell us that property pending the problems he had in his sale arrangement and that we would obtain the property, very definitely.

Q. But you have not obtained it?

A. Right.

Q. And it has been sold to another party?

A. Yes.

Q. Would that, - as to the lease agreement with Mr. Anderson, would you again identify on the map the parcel which Mr. Anderson owned?

A. On this map right here? Well, let me see if I can. Can I refer to the agreement?

Q. Sure.

A. Because the legal description--well, it's not actually laid out here as our options are, but he is in Section 29, yes. Yes, I'll tell you, just memory-wise, I can't specifically--but it is right in this area, yes, it lays right in here and we did have it surveyed.

Q. Could you mark on the map about where you think it is?

A. I believe that that's it.

Q. Mr. Standal, under the lease agreement which you allegedly have with Truett Anderson, have you paid him any money?

A. Yes.

Q. Have you finalized the matter as to contract?

A. Yes.

Q. You mean there's more than an option? There is an actual lease-purchase?

A. Yes.

Q. By giving him more money you can purchase the property, right?

A. Absolutely.

Q. Mr. Standal, how far is this property of Truett Anderson's from the Box Canyon site? In your point of diversion, as you see it.

A. Between three quarters of a mile and a mile.

Q. Is not the--to properly put this project together as you allege in your amended permit, do you not, in fact, have to go across the river and again across that property being purchased by Mr. Kaster?

A. Yes, you would. That is, we wouldn't have to, but that would be the most feasible route.

Q. The land is, the Anderson land as it lies--could you possibly--could you possibly utilize it through the easternmost portion of that land for

the operation of hatcheries? In other words, you say three quarters of a mile, it is three quarters of a mile as I see the map from the point where the Box Canyon Springs flows into the Snake River to the corner of that property that you have marked on the map.

A. Um-hum.

Q. That that land would be available for use right at that point.

A. You mean at, the closest portion of this land to Box Canyon would be available for?

Q. Yes.

A. Yes, our site starts, now this nominally, our site starts I would say within, well, approximately a hundred yards of the border. Now this, I don't know just exactly the distance, but it's somewhere right in that neighborhood, yes.

Q. Mr. Standal, you estimate in your amendment the increase of cost from $100,000 to develop the 400 cubic feet to $295,000. What is your best guess as to costs in making the river crossing?

A. Well, I don't have it yet. I think I can refer to our construction costs. We furnished this to the Bureau of Reclamation and I'm sure it is in their records.

Q. Your best recollection is that the cost---

A. I don't recollect what it was. It's been quite some time since I looked at it.

Q. Basically, out of all the property which you alleged you would use for the development of this water, the only remaining property is that of Truett Anderson, is it not?

A. At this time, yes.

Q. And that property is some three quarters of a mile to a mile distance from the Box Canyon diversion?

A. This is true.

Q. On what date did you execute the papers with Mr. Anderson?

A. May I refer to the papers?

Q. Sure.

(Whereupon a recess was taken)

MR. HIGGINSON: I believe when we recessed you had asked Mr. Standal a question concerning the agreement.

MR. ROSHOLT: I did ask Mr. Standal on what date the first agreement was entered with Mr. Truett Anderson.

A. We had two agreements with Truett Anderson. One of them was a-- the original was a lease-purchase arrangement on which the lease ran out and we subsequently initiated a second one on October the 23rd of 69.

Q. What was the date of the first one, Mr. Standal?

A. The date of the first one should have been--it was at least two months prior to that.

Q. You don't have a copy?

A. I don't have a copy of it here, but I'm sure I can obtain a copy, if necessary.

Q. Is this the second one you're looking at, this one?

A. Yes.

Q. What are the arrangements under that agreement? I mean, when do you have to exercise your options to purchase it? Is it a lease-purchase or is it a-

A. Yes, it is a lease-purchase.

Q. You are now leasing it?

A. Yes, on a monthly basis.

Q. A monthly basis?

A. Well, not on a monthly basis. We are leasing, we pay on a monthly payment on the lease.

Q. And what, on what date do you have to exercise your option to purchase?

A. On or before October 29, 1974.

Q. You have a four year lease on it?

A. Pardon?

Q. You have a four year lease on it, then, Mr. Standal?

A. Yes, this is true.

Q. Is this a recorded document?

A. No.

Q. Is it a notarized document?

A. Yes, I beg your pardon, it is not a notarized document.

Q. Is it signed by Mrs. Anderson, also?

A. It is signed by Truett C. Anderson.

Q. Is it signed by his wife?

A. No, it is not.

Q. Does it describe the premises?

A. It does.

FRED PLANKEY:

I probably should identify myself. My name is Fred Plankey and I'm participating in this hearing also on behalf of Mr. Standal and his associates, and I'm wondering for speeding up the procedure a little bit when we get into discussing documents, it seems to me they speak for themselves and they probably simply should be admitted if you're going to testify from them, thereby maybe expediting this hearing a little bit.

MR. ROSHOLT: Is this a copy of it?

A. This is a copy, yes.

Q. I would like to have it marked as Protestants' exhibit.

MR. SMITH: That is, that's the Truett Anderson agreement, the lease option, is that correct?

MR. STANDAL: Yes.

MR. SMITH: We were going to introduce that as our exhibit.

MR. HIGGINSON: You want it as a protestant's exhibit?

MR. SMITH: It doesn't make much difference I guess.

MR. ROSHOLT: I would move that it be admitted, as identified by Mr. Standal.

MR. HIGGINSON: Without objection then, we will admit Protestant's Exhibit L.

MR. ROSHOLT: Mr. Standal, in the affidavit you alleged you had this oral agreement with the other parties who are involved in this thing as of June 19, was it not a fact that you later protested the application of Mr. Hinze and Mr. Reynolds?

A. Yes.

Q. The question in my mind is, if you had an agreement as to the use of this land and presumably had your application been valid on June 19, it was some time prior to the application filed by Mr. Reynolds and Mr. Hinze. If this be the case, then, you are all in the bucket together and there's approximately 900 cubic feet of water, all of which could have been absorbed by your application, why was the subsequent application filed by Mr. Hinze and Mr. Reynolds?

A. You mean why did he subsequently file an application? I can't tell you specifically why he filed it, but because I can't speak for him, but I know that during this period of time that his agreement with Dick Kaster to purchase this water and property was contingent upon obtaining right of ways to convey that water over to his property. And that my understanding of it was that Dick was having considerable difficulty obtaining these right of ways and these people felt that, and again, I'm speaking second hand, that he may not be able to obtain

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them, and consequently, he wasn't real sure of Dick's position; that is, the validity of Dick's filing and decided that he had better file himself, which would actually have allowed him some water under us if there wasn't anything in Dick's water, and at that time, we still felt we would obtain the Idaho Power property.

Q. Well, you've testified to all that, but if you were partners, why did you protest his application?

A. The withdrawal of this protest is strictly an oversight.

Q. Well, I don't care whether you are withdrawing, you can withdraw it now, orally, if you want to--what I'm saying is you alleged on June 19, 1969, you were partners with these people and on July 31, you protested their application.

A. And so, what is the problem here?

Q. Well, I'm saying that there are 400 cubic feet per second or 500 cubic feet per second that were already appropriated and you asked for 400 with a 20-day headstart on Mr. Hinze and Mr. Reynolds. Why did you protest their application if you were partners? Didn't they have part of your action, too?

A. Well, no. Now, wait a minute. I have never stated that we were partners, and this is not the case. We simply had an agreement amongst us that we would mutually put in a headworks and diversion works and that we would mutually--at that time, it was strictly a verbal agreement and since then, why we have consummated an actual agreement to carry this out, process and sell the product that would be generated out of this venture and it was a definite advantage to us putting in the portion of it that could be done mutually.

Q. Well, my hang up still is why protest his application?

A. We protested his application because there simply wasn't enough water to fulfill it and--we felt that his application, if it was recognized

and ours wasn't--if his was recognized, it would be a reflection upon the validity of our application. Therefore, we protested it.

Q. Well, yours was prior in time?

A. Yes, similar to, ours had been prior in time to the one your people had made and we protested that.

Q. Your statement that if his were granted, it would reflect on yours. How could his be granted before yours was either denied or approved?

A. Well, it could be very easily. The Department of Reclamation might approve all of them.

MR. ROSHOLT: I don't think I have any more questions for Mr. Lemmon (Standal) at this time.

MR. HIGGINSON: Do you have questions for Mr. Lemmon or Mr. Standal at this time? Excuse me.

MR. SMITH: Yes, I have some questions. Turn around and face me, Norm, if you can, without falling off.

MR. STANDAL: I'm sorry, I have to turn my back to anybody.

Cross-examination by Mr. Smith

MR. SMITH: I think that from the testimony that you've given so far, Norman, that we're all a little bit confused as to just exactly how the agreements and things transpired. Now, number one: I take it that you and George Lemmon were partners when you filed your original application. Is that correct?

A. Not formal partners, yes, but we were informal partners.

Q. You filed as partners?

A. Yes, right.

Q. Now, after you filed, well, at the time you filed on that water, had you made plans for negotiations or had you any interest in Lots 2, 3, 4, 5 and 7? Where you were going to apply this water?

A. Yes.

Q. All right now, who made these plans and who did they make them with?

A. Primarily, the lots on the Idaho Power side of the river was made by George Lemmon.

Q. Right. He negotiated with Idaho Power?

A. Yes.

Q. Did he come to an agreement that you know of?

A. Now, what do you mean by come to an agreement? Oral agreement or a document agreement?

Q. Either kind--with Idaho Power.

A. It,--my impression was it was definitely--now my understanding and in conversation with George, it was definitely George's impression that he had come to or potentially would come to a lease arrangement or purchase arrangement with Idaho Power. This was based on several facts. We knew prior to making the application here that Idaho Power was leasing this property at a very, an extremely nominal lease. It was just a token lease per year to Mr. Joe Hansen for grazing his cattle.

Q. I see.

A. And it was obvious to us that for a fish culture business, we could afford to offer them considerably more money; we could offer more money for 20 acres for fish culture by ten times than they could give to the entire property for grazing. So it was--in this manner, it was to their advantage. We felt also it was Idaho Power's advantage to put the water to fish culture use because this would, in fact, establish a beneficial right to fish culture that would put the water directly into the river which they could use downstream for power. This is selfishly to their benefit. There's,--we knew that Idaho Power had held this property for long periods of time and it was our feeling that they would be,

would look very favorably on a business that could be generated here and also on business to be generated from a processing plant which was planned in Wendell to handle the product from there.

Q. At the time you made these plans with Idaho Power, did they tell you that this property was going to have to be put up for bid?

A. Quite to the contrary. When George made the initial contact and I followed up on numerous contacts with the officers of Idaho Power following that initial one and during this negotiations, we had--in the preliminary stages of it, there was no talk about putting this up for bid at all. As a matter of fact, we were very confident that we would obtain this property and at one of the,--one period during about the second meeting we had with James Bruce, and I believe with Mr. Moore at that time, we got to the point to where they said, "Well, what will you give us or offer us for the property?"

Q. Did you ever send them a letter offering to buy this property pursuant to some discussion with Idaho Power?

A. Yes, at a later date in our negotiations we did make them a definite offer for the property after discussing it with them.

Q. Do you recognize that letter?

A. Yes.

Q. Can you read that to us and tell--and explain to us what it means?

Exh 3. A. Well, this is a copy of the letter that I sent to Idaho Power. It was following a meeting that we had with Mr. Bruce, and I believe it was Mr. Moore, and it says Idaho Power Company, 1220 Idaho Street, Boise, Attention Mr. James Bruce, who is their vice-president and their top legal attorney. "As a follow-up on our conversation of September 5, we submit the following offer for your consideration. We offer you $120,500 for your 310.86 acres at Box Canyon and 52.66 acres at Bickle Springs on approximately the following figures:

The enclosed check for $12,050 constitutes the downpayment, balance to be paid in annual payments over ten or twenty years at 7 per cent interest. That you grant us a road easement across the upper portion of your Lot 6 for an access into Blind Canyon. That any new right of ways now existing be negotiated with us. This offer is not valid,--is valid,--this offer is void unless it is accepted by September 12, 1969, and incurs no further obligation on our part to bid on the property at any price. We hope this meets with your approval and can be followed up with a firm contract in the near future."

Q. Do you recall receiving this letter in return?

A. Yes.

Q. Could you read that letter and explain what that says?

Exh 4

A. This is a letter from Mr. Bruce, Idaho Power Company, " I appreciate receiving yours and George Lemmon's letter of September 16, 1969, containing the offer for Box Canyon and Bickle Springs. As I informed you at that time I had subsequently discussed this matter," (he told us that he would discuss the matter, our offer, with Mr. Carlson. That is, when we talked things over, we made a verbal offer to him and arranged approximately these dates) and he says, " As I informed you at that, I have subsequently discussed this matter with Mr. Albert Carlson, President of Idaho Power Company, and he informs me that he believes we should request bids on these properties by means of an informal offering. Accordingly, I am returning herewith your check and have requested Mr. Moore, who is preparing the necessary information with respect to the bids, be forwarded to you and Mr. Lemmon a copy of the bids proposal. Very truly yours, James Bruce, Vice-President and Secretary."

Q. Do you recall receiving that letter from his office?

A. Yes, I do.

Q. Do you recognize his signature from other signatures that you've seen?

A. You mean specifically?

Q. Yes.

A. I don't think, I don't say that I could specifically identify his signature.

MR. ROSHOLT: I'll stipulate that it's his signature.

MR. SMITH: Okay.

A. In this respect, I would like to state that I think the change that brought Idaho Power's decision to sell the property by bid was that when our water filing was advertised in the paper and it became apparent or obvious to some of the other fish people that we may establish a farm there, that they had equally some of the other parties as to the sale of the property. I think this is the thing that probably initiated their bidding the property rather than selling to us as a private sale.

Q. All right. Now, correct me if I'm wrong, but consolidating these facts then, you say that you originally had what you felt was a verbal agreement, or at least George Lemmon did, with Idaho Power to purchase these lots, Lots 2 and 5, lease them?

A. To purchase or lease. We knew that they were leasing them at the present time. We knew that we could pay a much larger lease for a small portion of it than they were presently getting and it was reasonable to us that they should lease the property and George's contact, the initial contact made prior to the filing of the water, indicating that they would be willing to negotiate with us or to lease or sell the property to us at that time.

Q. So Mr. Lemmon felt that he had an oral commitment at that time, at least, that's what he told you, is this correct?

A. Yes, my first meeting with him was--shortly after the filing on the water, certainly my indications were exactly the same way.

Q. I see. And then later when other people indicated an interest in

the same property, they decided to put it up for bids, is this correct?

A. Yes. I still sincerely feel that had that property not been--had the water filing not been advertised and other people come into Idaho Power to inquire about it, that we probably could have bought that property at a private sale.

Q. Okay, now, taking the other three lots that you set forth in your original application, Lots 3, 4 and 7, is that right? I believe that's right. These were owned by Richard Kaster at the time you made your application, is this correct?

A. Well, I don't know that that is exactly correct because the parties who--that we had spoken to about them had a contract of sale or an agreement to purchase them.

Q. Well, they were still recorded in Richard Kaster's name, is that correct?

A. Yes, I think so.

Q. Well, he was the owner of title so far as you knew, is this correct?

A. Yes.

Q. All right, now, you say that you discussed with Don Hinze getting an assignment of his option, is this correct?

A. Yes.

Q. Now, how was he going to effect this? What was, exactly what was the terms of the agreement between you and Don Hinze regarding Richard Kaster's property?

A. Well, Don Hinze and his partners were primarily interested in accumulating enough water to grow fish in, to establish a large processing and sales organization. In effect a,--at that time, they envisioned a cooperative-type venture of considerable magnitude and were interested in obtaining all the water

they could. As a portion of this, they had an agreement with Dick Kaster to purchase his water and his land and, by this document, I felt that the proper persons to negotiate with, and I was sufficiently confident at that time - at the time that we filed that these people would obtain that water and property by this agreement.

Q. Does Don Hinze still have an option to purchase this land? Can he exercise this option?

A. At the present time, I don't believe he can. There were some requirements in the option that Dick Kaster couldn't live with or couldn't provide and, consequently, the option was dropped.

Q. I see.

A. But at that time, as far as I knew, it was a legitimate option.

Q. Now, do I understand you right. In this option that was given to Don Hinze, this was an option to purchase the land and to also get the existing water permit, is this correct, for 300 second feet of water?

A. Yes.

Q. Then Dick Kaster was offering to sell, with a lease option agreement to Don Hinze, 300 c.f.s. of water and his land.

A. This is true.

Q. And then you were going to--you had an agreement worked out with Don Hinze to use the land only or part of the land?

A. Yes, that portion of it that might possibly be necessary to best utilize the water out of Box Canyon.

Q. Now approximately eight days later, according to the records, Don Hinze filed an application for 500 second feet of water from that same source. What did this do to your arrangement with Don Hinze?

A. Well, at that time the--it appeared as though the option that he had

was a little bit in jeopardy because Dick was having,--now my understanding of it is,--that Dick was having difficulty.

Q. You mean Kaster?

A. Yes, obtaining some of the requirements for this option. One, it had to be in right away and this kind of thing. And, consequently, I would guess that in all probability, Don wasn't too sure of what there might even be some more water available.

Q. So Hinze turned around and he filed 500,--filed for 500 second feet right after your application, right?

A. Yes.

Q. And what was your reaction to this?

A. Well, at first, I was kind of chagrined about his doing it because we kind of had an agreement on the property, I mean on the original application, and we kind of had an agreement between us for the distribution of it and we was a little bit put out that he filed on it.

Q. So you turned around and protested his application, is that correct?

A. Yes.

Q. Okay, now have you done--there's been some testimony here about this long diversion work to get this water to your property, it's about three-quarters of a mile, is this correct?

A. It's a quarter of a mile further than the--it would have to be Dick's property, yes. A quarter of a mile, I believe a quarter of a mile, from the edge of Dick's property to the edge of ours.

Q. It would have been what, approximately half a mile diversion work then?

A. Oh, no, it would have been approximately 3/4 of a mile to a mile, yes. But from Dick's property to ours would be, I believe, a quarter of a mile. One quarter, I think.

Q. I see. So it would have been a little shorter, a quarter of a mile shorter had you been able to apply this water to the property in the original application?

A. It would have been shorter, yes.

Q. Did you have this engineered, this diversion work and point of diversion, and how you were going to engineer this water across the Kaster property?

A. To the Kaster property or to our water,--or I mean to the end of the property?

Q. To the Kaster property. Did you have that engineered?

A. Not at the time of application.

Q. Did you subsequently have it engineered?

Q. Who did you employ to do this engineer work for you?

A. To the Kaster property?

Q. Yes.

A. The water--the engineering to the Kaster property, that is the right of way from the inlet structure of the water to and actually across the property was conducted by Reidesel and Straubhar.

Q. I see. Who did the engineering later when you changed your point

A. I'm afraid I can't tell, that is, it would be less than a thousand dollars both ways--for the right-of-ways engineering.

Q. When you decided to change your point of application after it became apparent Hinze wasn't going to be able to come through with his option and Idaho Power had put it out--had put the other two lots out for bids, you decided to put it at a new point of application, am I correct?

A. Well, no, quite some time prior to the time you speak of, why we had looked at the Anderson property and considered it and it had some very favorable aspects to it as far as fish culture is concerned. Granted, the canal to it is longer, but by the same token, once the water was to the point of use, in our estimation, I think this can be well substantiated. The property itself is by far the best of the three pieces of property for fish culture purposes for several reasons. The soil is a very tight soil that will allow a very economical dirt type of pond of construction rather than concrete--or concrete,--modifications of concrete we feel would have to be put in on Dick's property. The areas that can be put into a fish pond is very large, the ground lies at a very low level--that is elevation-wise--is very low level in comparison with the other two sites, the portion of it that can be used, and one thing that was very favorable to this site for us was that lying directly below it and between it and Salmon Falls Creek, lies a fairly large piece of ground encompassing about 15 acres of property that was available to us and that we have an option on that could be utilized for either--at that time when we were looking into the possibility of going into catfish off the tailings of the trout farm which is a feasibility, or should it become necessary at some time to put in settling ponds below your trout facilities, this piece of property has an excellent opportunity to do this where either one of the other properties didn't.

Q. So you have entered into a lease option agreement with Truett

Anderson and you have paid him some money for this privilege, is that correct?

A. Yes.

Q. And that's evidenced by the agreement that's before this hearing board now, is that correct?

A. Yes.

Q. When you decided to take out this lease option with Truett Anderson, was it at that time that you amended your application?

A. No, we decided on this quite some time prior to amending our application. As a matter of fact, and I'm talking strictly from memory now, some--I would say month or two months or something like that prior to the--making the amendment, we had considered the possibility of making one and sent a letter to Reclamation, which I presume is in our files asking their permission, or asking if it would be possible to amend this application and use this other site.

Q. I see. Did you address that letter to Mr. McEldowney?

Exh "M" A. I can't recall whether it was to Mr. McEldowney or whether it was to Keith Higginson.

Q. Is this a copy of the letter that's in that file that you're referring to?

A. No, this is not it. Yes. Yes, that's the letter to which I was referring.

Q. I see. And it's dated September 6. And they wrote you this letter in return?

A. Yes, this was out return reply.

Q. Telling you how to amend your application and the proper steps to take, is that correct?

A. Yes.

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Q. Did you follow the steps advised in that letter in amending your application?

A. Yes, we subsequently went to the Water Resource Department and conferred with them and they advised us on the method specifically of making the amendment.

Q. Can you,--you have apparently from the records of this board, applications for water permits at Thousand Springs and now at Box Canyon and at Blind Canyon, is this correct?

A. This is true.

Q. Now are these in the name of a corporation, or are they in the names of individuals--will they be developed in the name of the corporation or individuals?

A. They will, subject to approval of the Water Administration, be developed in the name of the corporation.

Q. What is the name of that corporation?

A. They will be developed under Aquaculture Industries.

Q. Aquaculture Industries. Are you a member of this corporation?

A. I am.

Q. Of what? Board of Directors?

A. Yes.

Q. Do you hold an office?

A. I do.

Q. What is that office?

A. President of the Board of Directors.

Q. How can you,--describe to us a little bit about what your plans are for development of these three facilities. This is a lot of water you have applied for, and I'm sure that the Department of Water Administration would like to know what you intend to do with it.

A. Yes, pretty much in compliance to Mr. Hinze's. I shouldn't say compliance, but in agreement with his original conception and our agreement with this. We're trying to accumulate enough production capacity in this trout business to establish a large enough business to where we can go into a processing and sales plant and have a large enough volume of business to support some, what we feel are very important, subsidiary organizations under these improved biological improvements of the fish which is a very important feature, the development of new products as far as the sale of trout are concerned, and we've done considerable effort to acquire it. We have gathered around us a Mr. Ed Sanlin, who is very well versed by a lifetime of business--in the pizza business--who is very well versed in portion control of retail sales of this type of product, and Mr. Sanlin is helping us in the development of new products from the fish business and we've gone to considerable expense. We have an option on property at Wendell for the development of the processing plant which is a large, modern plant. The plans have been completely formulated for this plant, they've been completely designed, they incorporate the very latest techniques in the fish business and we've gone into market research for the sales of the product and are completely confident that with the proper presentation, the product from these facilities, which is a considerable amount of product as you know, is completely marketable at current and higher prices. And we have engaged, through Magic Springs, which is a subsidiary of Aquaculture, at the present time in the sale of trout--processing and the sale of trout--we have processed and sold trout under Magic Springs and, in this respect, our product is sold for approximately a dollar a pound, that is, that's our price and this includes everywhere from a dressed trout to a breaded fileted trout which, of course, is higher. The dressed trout is less than a dollar, but we get approximately a dollar a pound. And out of this dollar a pound, less than 2 per cent of it comes from the State

of Idaho. This product comes entirely from out of state and the distribution of this money is, by our computation, 91 per cent in the State of Idaho. We feel this is a darn beneficial business to the state and that should we be granted this water, we have the ability, the finances, and we will have the facilities to bring about this organization.

Q. Have you any projection of the dollar volume that you anticipate when this project is completed?

A. Assuming that the standards that have been pretty much set for the production capacity of water is correct, it is very easy to calculate that with the 6 or 7, 800 second feet of water that we're presently trying to obtain is going to produce in the neighborhood of 6 or 8 million pounds of fish.

Q. Is that annually?

A. Yes. And it is easy to calculate that this would be the annual, approximately the annual income to this area because of the organization.

Q. How much in dollar volume are we talking about---the vastness of this program would be three different canyon sites and this processing plant. What do you expect your volume to be dollar-wise? Gross receipts?

A. Into this area? You mean your annual gross income?

Q. Yes. Do you have any projection on that?

A. Yes. Based on the--again on the production anticipation, for example in the Box Canyon here where we are asking for 400 second feet of water total, we're looking at 4,000,000 pounds fish which is actually 4,000,000 pounds of income or $4,000,000 annually income to the area. Now, that's of course not profit, that's gross income for the product.

Q. And did I understand you to say that some 90 per cent of this money will be spent in the--in Idaho or in the Magic Valley area?

A. Yes. Thus far in our operation, we cranked it out some time back,

and 91 per cent of all the money we have received is spent locally. The only money that we send out of state at the present time is for eggs, some transportation and some minor services. All of the feed, the boxes, all the labor, of course, all of the construction money, I'm talking annually outside of construction money of course, is spent in the area.

Q. I see. Have you made plans for financing all of this operation?

A. We have.

Q. Have you secured adequate financing in the event that you get this water permit?

A. Yes, we have--not only for the sites themselves, but also for the processing plant which, I might say, a formidable processing plant.

Q. I see. Did you have an estimated completion date on this project?

MR. ROSHOLT: Mr. Chairman, I presume this goes to the--this testimony is toward the issue of good faith, is that what you have in mind?

MR. SMITH: Good faith and speculation, yes.

MR. ROSHOLT: Not toward financial responsibility?

MR. SMITH: No.

MR. PLANKEY: I would think that financial responsibility, if I may interject something here, would have a bearing on whether or not it was speculative and I think to that extent, it would be within the issue of speculativeness to prove that these people had the means and the ability to carry forward with the planned program that they're setting forth. And I think that, within the narrow limit of how we wish to put that portion of the evidence in the record.

MR. HIGGINSON: Our department has been wondering for some time what the word "speculation" means.

MR. PLANKEY: Well, my point is, John, it would tend to indicate--if the man has the financial ability to carry forward the project--it would tend to indicate maybe he had some good faith in proceeding.

MR. HIGGINSON; I think the questioning is proper.

MR. SMITH: Now getting back to the--do you have a construction sequence planned on this so that you can tell us--tell this board when you expect this project to be completed if you're granted these permits?

A. Yes. We are confident at this time that within four years of obtaining the permits that we can be--maybe not absolutely in full production--but nominally in full production.

Q. Within how long a time?

A. Four or possibly five years.

Q. When do you anticipate your Thousand Springs operation to be complete?

A. Again, this depends upon our permit.

Q. But it is already under way, is this correct?

A. Yes, we already have fish growing at this site.

Q. And do you contemplate beginning the Box Springs construction before you complete the Thousand Springs, or do you have a construction date on this yet?

A. We furnished the Department of Reclamation with a construction schedule on Box Canyon which actually anticipated obtaining the water prior to this time, but I believe in that construction schedule which they requested, we indicated that bids would be let out in '72, which I think is still probably feasible, assuming that the water rights are received. I'd like to say that in both Box Canyon and Thousand Springs, we have done everything that we possibly can. We have made every move we possibly can to work toward our ultimate

objective. At Thousand Springs, we've even gone in ahead of obtaining water permits and actually constituted--or obtained water by constitutional methods for a portion of our water, although we haven't applied for it yet. We have put that water to beneficial use even though--even though there being less. On Box Canyon, we have completely engineered the project, we've topoged our ground, we've taken soil samples of our ground to test its application for fish ponds, we have complete--pond layout is complete, all the engineering studies on it are complete. We have obtained, that is, we have had engineered, all the right of ways necessary for the completion of the project and these are now pending, I presume, approval of the permit. On our processing plant, it has been completely engineered, we have complete prints and specifications on it, we have had approval from U.S.D.A. on certain aspects of it because we intend not having a full-time U.S.D.A. inspector at the plant. In this respect, we've pioneered an entirely new concept in the fish freezing business. We have gone in and frozen trout with liquid nitrogen, which to my knowledge I believe is the first attempt made in the trout industry at this application. It produces a much higher quality product and, as indicated, we have options on property in the industrial park at Wendell for the processing plant. We have spent a lot of time and effort on making market studies for the product and we've done absolutely everything we can up to obtaining water, a water permit to carry out this fish project.

Q. This is a clean industry, isn't it? When you get through with this water, is it returned to the Snake River?

A. Yes.

Q. Is it polluted in any way?

A. In this respect, we asked the Soil Conservation Service quite some time back if they would make a check of the out, what do you call that, the tail

race of the fish pond. At that time, the local office went out and checked several, two at least, of the larger fish sites and found that the water that ran through the fish ponds met several standards for--several pollution standards. Subsequently, in a survey that was made by the regional Soil Conservation biologists, Dean Merris out of Portland and one out of Idaho on Billingsley Creek, they found in a survey there that the fish farms--there's two large fish farms on Billingsley Creek, they run complete water analysis about every half a mile down the stream from the headworks to an area below the last large fish site, and they found that in their water analysis, that actually the grazing from cattle alongside of the stream that is runoff from the pasture contributed more by their analysis to pollution of the stream than the fish sites did.

Q. I see. How much of this water is returned? You take 100 per cent from the stream, how much of that 100 per cent goes back into the Snake River after you're through with it?

A. Less--what you would consider evaporation losses or maybe some very minor seepage losses 100 per cent of, it is non-consumptive.

Q. Non-consumptive. How many people do you expect to employ when you get fully operational with this plant?

A. Total-wise, we would have between 50 and 100 people.

Q. Mr. Examiner, if we could, at this time, could we take a 3 or 4 minute recess?

MR. HIGGINSON: Yes, let's recess for 5 minutes.

(Whereupon a recess was taken)

MR. SMITH: Mr. Standal, what is your past experience with fish raising or fish propagation?

A. I've had a fish farm of my own for two and a half years, and during

this time, we've covered pretty much a complete spectrum of raising fish. That is, we've gone all the way from egg hatching to the marketing of the product.

Q. Is your venture, for the past few years, has it been profitable?

A. Yes, very much so.

Q. Are you using some of the experience factors that you obtained in the last few years in calculating this project for the future?

A. Yes, however, this isn't specifically our calculations because we've gone out and we've picked up the experience of other people in the industry that are established at the present time. We've utilized the services of Soil Conservation, for example, who is very interested in establishing fish business in Gooding county, particularly, but in the area, because they feel there is a need for the business and have spent a considerable amount of their total effort toward fish business and in becoming an expert team in the fish business and we've utilized this experience, of course. I would say that at least, well on numerous occasions, the SCS fishery biologist from Portland has come up and consulted, conducted tests at my home site on water analysis capacitiy and this type of thing and we have done everything we can, or I should say I've done everything I can to keep myself in the fish business, yes.

Q. Has Richard Kaster ever offered to sell you his 300 cubic feet per second that he now has a permit for in Box Canyon?

A. Are you asking me specifically documented?

Q. No, I'm just asking you if he's offered to sell it to you.

A. We have negotiated numerous times with Dick Kaster in this area and--are you asking me personally or the organization that I belong to?

Q. You personally or the organization in any capacity, have you been offered the sale of these 300 cubic feet that he now has a permit for?

A. Yes.

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Q. Did you ever go so far as entering into any agreement for the purchase of this 300 second feet?

A. Documentary agreement?

Q. Yes, evidenced by writing.

A. Well, I'd have to say yes and no to that and I could trace the history of this, if I may, if it's pertinent.

Q. Yes, go ahead.

A. This first started with the documents that Don Hinze had for the purchase of the water and ground and it is my clear understanding that ever since that time--and we had numerous conversations with Mr. Kaster in this area; as a matter of fact, immediately prior to the time that the Box Canyon property went up for sale, we had an agreement, verbal agreement, with Dick where we would usually share the Box Canyon water on both sides of the river because at that time, of course, the option that Don had had pretty much run out and we had a verbal agreement with him on arrangements to divert--to mutually share and develop this particular site as a portion of this overall program we were looking at, I would say four o'clock or four thirty the morning before the bids came up to Idaho Power, Dick called me up and we negotiated. I would say George and I negotiated with Dick until about one o'clock that night and come to what we felt was a very compatible arrangement on this. At about four or five o'clock in the morning, Dick called me up and said, "Well, Norm," he says, "there's a few loose ends, I kind of think that maybe we ought to call off our agreement." Consequently, we did, then he and Earl bid on the property at a price that, our confidence with Dick, there was a breach of confidence here I feel because during this negotiation we had discussed prices and so forth, what we thought the property was worth, and that night at some twelve or one o'clock, we had a verbal arrangement with him. Now, this was to utilize the total water in a project

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there because obviously if you can utilize the water from Box Canyon cooperatively, you've got a heck of a lot less expenses than you have trying to use it individually, and so there's definite financial benefits to gain from this type of an arrangement. Consequently, we've always tried to come to this type arrangement, if possible. I sincerely believe that this property that Dick has, has been for sale ever since he purchased it, or ever since he acquired the water right and purchased the property, and as late as about a month ago or less than that his property--Dick came to our organization and offered to sell us not only that 300 second foot per minute and the property, but he also offered to sell us his interest in the Box Canyon property. The reason we would not sign the contract his lawyer made up for an interest in the Box Canyon property was simply because it is a ridiculous contract as far as we were concerned, but we definitely were interested in obtaining the---.

Q. Who was his lawyer on this offer?

A. Mr. Behm and I went to Mr. Behm's office and we negotiated for quite some time on this.

Q. Is this a copy of the agreement that he proposed selling you the water rights and the land?

A. Now, understand--maybe I ought to go through the events that happened here. Dick came to our office and told Don Langdon he was interested in--this is hearsay on my part--Don would have to verify it--told Don he was interested in selling us the item but that he would negotiate with Don and myself and would negotiate with another partner of ours, Ken Werth. Consequently, Ken Werth was contacted, who lives in Michigan, and flew out there for this purpose and negotiated very sincerely for about two or three days, two days, with Dick Kaster to finalize the agreement here and the agreements were finalized to the point of coming to an actual contractual sale, and we were very

leery about Dick's ownership in this property for several reasons, and we went to Idaho Power and contacted them to find out if, in fact, Dick did have an interest in the Box Canyon property and they indicated to us at that time that yes, the contract had been signed but that they weren't able to obtain signatures on the escrow and that Mr. Hardy had not signed yet full payment or the escrow contract, and so apparently at this time, the Box Canyon Trout Company had been formed and Dick's been left out completely, according to Idaho Power. This led us to believe that Dick may not have an interest in the Box Canyon Trout Company or did not, in fact, have interest in that property. Consequently, when we were satisfied that the conditions were something we could accept we went to Dick, or I should say my partner Don Hinze went to Dick, and when we were satisfied that, in fact, we might be buying something, Dick decided he didn't want to sell.

Q. I see. How much would you estimate you have expended in money up to this time in preparation for Box Canyon and Blind Canyon?

A. Well, I would like to emphasize that we've expended everything we can beneficially expend. We've done everything that we can beneficially do outside of just simply taking a wild gamble and going and starting to put in a fish hatchery, which certainly wouldn't be feasible at this time. We have expended between two and three thousand dollars on direct expenses in connection with the engineering, acquiring the water rights and this type of thing and I would estimate that we, the four of us, have spent between one and two months of energy to culminate bringing this thing about.

Q. Do you have that in number of hours that you might have spent accumulatively?

A. I'm talking about between one and two months at eight hours each, eight hour days for four people. It is very difficult to actually tie down, I

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think that I could actually pretty much document the time that I've spent on it because I do keep a fairly good record of time that I spend on these kind of things.

Q. Do you know a man named Mr. Bob Teachout? Robert Teachout?

A. Yes.

Q. Have you conferred with him in your planning for this project on Box Canyon?

A. Yes, we have.

Q. Is he an expert in this field, in your opinion?

A. Well, he's a successful trout grower and I would say he's as well versed as--I would say he's the best versed man in the production of trout in the industry. I would say he's probably the best man in the sales end of the trout business in the industry and that he's well versed and manages one of the other trout producing facilities in the valley.

Q. I have no more questions, Mr. Chairman.

MR. HIGGINSON: Did you have any further questions?

MR. ROSHOLT: I have a couple of questions. Excuse me, Norm, it's chair moving time again--put you down here, you wouldn't have to move.

Re-examination by Mr. Rosholt

Q. Did you ever consummate a written contract of sale with the Idaho Power Company on Lots 2 and 7?

A. No, sir.

Q. Did you ever consummate a written lease?

A. No, sir.

Q. Did you ever consummate a written option?

A. No, sir.

Q. Did you ever consummate a written agreement with Mr. Hinze as to this option on Kaster's property which has been alluded to?

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A. No sir.

Q. Did you ever consummate a written agreement with Richard Kaster other than the draft that I've shown you?

A. I have a draft of what he offered me.

Q. Was it ever signed and made effective?

A. No, it wasn't signed.

Q. On your construction schedule that you submitted to the department that's in the file and was received by the department on January 2, you indicate that between January 2 and it would take between that date, January 2, 1970 and March of 1972, to obtain bids and I think it's been your testimony here today that the engineering is basically done. Isn't two and a half years or 26 months a little excessive obtaining bids when the engineering is completed?

A. Now, I don't understand what you're referring to.

Q. The construction schedule that you submitted to the Department of Reclamation received January 2 in their file, I believe you indicate here that this was the date--of course, we have to presume that the permit would issue, but you said bids completed by March 1972, which would be slightly over two years. Do you think--is that normal to take that much time in obtaining bids?

A. Well, it was nominally this condition because our plan was--and this again can be substantiated by the information that we supplied to Reclamation--we would first start the development of Thousand Springs and that the development of Box Canyon would follow thereafter and our construction schedule for Thousand Springs was considerably sooner than Box Canyon and, even though we haven't been able to obtain the water rights as yet on Box Canyon because of the legal tie-up,--I mean Thousand Springs, we are still approximately on schedule at Thousand Springs and we intend to stick with the schedule at this site, assuming we get the water rights.

Q. Okay, we'll leave that subject. Back once more--with the exception of the so-called option or lease option executed with Truett Anderson you have nothing in writing on any of the properties which you alleged ownership of in either your original or amended permit?

A. I don't believe we need anything else to put the water to beneficial use.

Q. I didn't ask you whether you needed it, I asked you whether you had it.

A. No.

Q. Thank you. On the letter which has been alluded to and I presume is in the file dated September 6, where you addressed to Mr. R. Keith Higginson, concerning Lots 2 and 7, I would like to read that letter--it's already in the record "We have held an option to purchase Lots 2 and 7 of the northwest quarter of the northwest quarter of Section 20." I'll give you this letter which is the--top part of where you describe that and would you--where's our map here again. I gather this is a clerical error?

A. Yes, there is a clerical error in the top of the description in that property description. Now, we became aware of this clerical error when our engineer, Idaho Engineering Service, went in and surveyed that property for us and he indicated to us at that time that there was a clerical error that we should correct and we will correct that. I see no problem in correcting it, but there is a clerical error in property description.

Q. Okay. You were interested in options to purchase Lots 2 and 7; so, in fact, you didn't have an option to purchase Lots 2 and 7?

A. What do you mean?

Q. Well, Lots 2 and 7 is the northwest quarter of the northwest quarter, Section 20, which is here, indicating Lot 2 up here at the top, Lot 7

down here in the corner. I presume that this is a portion of the Truett Anderson property on which you claimed an option.

A. Yes. Isn't this Lot 2 right here?

Q. Yes, but isn't that in Section 29 rather than Section 20?

A. Oh, I think that's--I think that's, yeah, I think that's the area.

Q. Okay, then, the property you were referring to in this letter was, in fact, the Truett Anderson property.

A. Yes, definitely. Now, we, as I say, we didn't become aware of that clerical error until the engineers surveyed the property for us and informed us that, in fact, there was a clerical error in the description.

Q. I didn't ask that. Did you not, in fact, go to Mr. Richard Kaster rather than him coming to you on the negotiation of this sale that's alluded to?

A. Absolutely not. Now, I'm not saying that we haven't gone to Dick. I guess we have.

Q. Thank you.

A. On this particular one alluded to, Dick came to us.

Q. And the particular one is which one?

A. Well, which one were you referring to?

Q. Which particular one---

A. We negotiated back and forth ever since we got into the business.

Q. Okay, you're referring to the one that you met with him in Ted Behm's office?

A. Yes.

Q. Oh, one other question; in your testimony you, I think, testified that you were a quarter of a mile from Mr. Kaster's property to the Truett Anderson property. Now, is this right? Assuming this is a section which is a mile across, I believe this being Smalley here which is now being purchased

by Kaster, isn't it some half to three quarters mile distant?

A. Yes, I beg your pardon, that is the correction.

MR. ROSHOLT: I have no further questions.

MR. HIGGINSON: Anything further, Mr. Smith?

Re-examination by Mr. Smith

MR. SMITH: I just have one question, Mr. Examiner, and that's this three quarters of a mile that you're transporting this water by viaduct or pipe or some other method--is this unusual or uncommon in the fish business to transport water this far?

A. Well, right in this area I can think of one other canal and I don't know just exactly how long it is---conveys water for quite some distance by a canal that would be similar to this. Of course, there's water conveyed for miles and miles by canal.

Q. Does this reduce the feasibility of this project in any way?

A. I don't see where it reduces it in any respect, no.

Q. And you have made engineering studies on this I take it?

A. Yes. As a matter of fact, it has been completely engineered and the right of way has been requested from the Bureau of Reclamation--from the Bureau of Land Management.

MR. SMITH: I see. No more questions.

MR. ROSHOLT: I have no more questions.

MR. HIGGINSON: I wonder before we excuse the witness if you could clarify one thing for me, Mr. Standal. I have a note here that you had indicated that it was your intention that this project be developed by Aquaculture Industries. Wasn't that your statement,that this project and this development would take place under the direction or at least be made by Aquaculture Industries, of which you are the president of the Board of Directors?

A. Well, I think I said subject to your approval and this would have to be the case, of course.

Q. But it is your intention that Aquaculture Industries would develop the project.

A. It is our intention that if this permit is issued to us and the Bureau of Water Administration approves of the transfer to our organization, Aquaculture Industries, as an industry Aquaculture Industries or as a corporation, we would develop the project, yes.

Q. O. K., and you are the president? What office does George Lemmon hold?

A. Vice-president.

Q. And he is vice-president.

A. Yes.

Q. Now, in addition to the filing itself, which you apparently desire at some point in time to convey to Aquaculture Industries, what else would you supply as your input to that corporation?

A. It is our intention to bring the filings--the various filings that you're aware of under this organization as well as all property.

Q. So you would supply your Idaho Power contract on the Thousand Springs site plus the filing.

A. Yes. This is true.

Q. Nothing else?

A. Such as what?

Q. Dollars.

A. Oh, yes, my lord, yes, we, George and I own the majority of the corporation and we'll always own a majority of the corporation. It was formed for our benefit and primarily to obtain the--experience because even though we

felt that we were strong as far as producing the fish is concerned, we didn't have the necessary experience or the position to process and sell these fish, particularly sell them, because this is a very important thing to us, and for this reason, we have allied with Ken Werth, who is right in this field continually and has the contacts and experience to do the job. Don Hinze, who is well experienced in the processing business and Ed Sanlin, who is well experienced in the development and the offering of products to the public, and we felt that by forming this organization, that we had a total rather than a partial business. Now, in this respect, I would like to say that we've had feelers from not just Mr. Teachout's organization, but from one of the other organizations in the valley that have offered to--have asked us if we would be interested in selling all of our fish products to them if they would guarantee to take all of them, that is, all the fish---.

Q. I think, Mr. Standal, you've already answered my question.

A. Okay, fine, I beg your pardon.

Q. You've given me the information I wanted.

A. Yes, now, if you prefer, Mr. Higginson, we can give you the legal evidence to back it up.

MR. HIGGINSON: I have all that I need.

MR. SMITH: Mr. Higginson, could my colleague ask a couple of questions here?

MR. PLANKEY: Well, I just wanted to elaborate just a moment. I think Mr. Higginson's question was directed at who had the interest in this--in this application at the moment. Is it not true that you and Mr. Lemmon at this point still have the interest in that application and are the applicants?

A. Absolutely. This is absolutely right.

Q. All right, now, if I understood you correctly, you said you and

Mr. Lemmon and possibly are going to add a few people but you simply intend, with the approval of the Reclamation people, to operate under a corporate firm called Aquaculture Industries, isn't that correct?

A. That is true.

Q. Now is there, there's--your plans in this regard do not include do they, a tremendous transfer of interest in this corporation from you and Mr. Lemmon to other persons.

A. Absolutely not. Mr. Lemmon and I will always, that is as best a man can tell at this point, we will never hold less than 50 per cent of the organization and possibly considerably more.

Q. Then at the moment, this is just simply the way that the two of you wish to proceed, with the--business way that the two of you wish to proceed with developing your water.

A. Yes. Again, we, in forming these two organizations--now Magic Springs is again allied to Aquaculture Industries. Magic Springs is the processing and sales corporation who will process and sell the product that is raised by Aquaculture Industries. Now the reason we have two corporations there, is that it is our intention and I think it will come to pass, that other fish growers in the area will be engaged in the processing and sales end of it.

Q. Well, to pursue this just a little bit further, in the event there'd be some problem with transferring this, a transfer problem with this water right to Aquaculture Industries or whomever else, this is simply your intentions at the moment. Would there be other ways to proceed with the project as you've outlined maintaining the interest in the actual fish pond and development of the water in yourself and Mr. Lemmon?

A. Yes. At the present time, George and I have put probably, I would guess offhand, 85 per cent or better of all--personally of all the development

in at Thousand Springs, and I feel confident that if the Water Administration would not allow us to put this into the corporation, and I can see no reason why they wouldn't, but if they did not allow us to do this, we would still be able to proceed and develop a site from it and simply establish the processing and sales end of it as a separate corporation and sell our fish to them or to one of these independent growers.

Q. All right, I think that explains the question of the identity of the ownership. Thank you.

MR. HIGGINSON: Anything further? If not, then we'll recess for lunch and have this other matter immediately after 1:30 or is that too short?

MR. ROSHOLT: That's fine.

MR. HIGGINSON: We'll meet here at one-thirty and we'll take up that other matter.

(Whereupon a recess was taken until 1:30 p.m.)

MR. HIGGINSON: Would you care to proceed with another witness?

MR. SMITH: The next witness the applicants would like to call to the stand would be Mr. Donald Hinze.

Mr. Donald Hinze, upon being duly sworn, was examined by Mr. Smith and testified as follows:

MR. SMITH: Mr. Examiner, pursuant to a tentative agreement between Mr. Rosholt and myself, to avoid duplicity on this, I wondered if we could deviate somewhat from the testimony that pertains only to Application 7066 and question Mr. Hinze at greater length so that this could be--all the testimony from this hearing could be included by reference in the hearing on 7068 and 7069?

MR. HIGGINSON: Do I understand that you want to, in effect, combine the hearings in one matter?

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MR. SMITH: Well, any testimony that would be pertinent to both could be applicable to both.

MR. PLANKEY: I think, Mr. Examiner, what we have in mind is to,for instance, have Mr. Standal re-assert in another case the same things he re-asserted--or he stated in the first one,that we would, in effect, move that all of the testimony elicited in all of the cases be used or the material portions thereof become a part of the record in each hearing so that we don't have to be redundant in testimony.

MR. HIGGINSON: The same thing would also apply to Mr. Standal's previous testimony?

MR. SMITH: Yes, this is what we have in mind.

MR. HIGGINSON: Mr. Rosholt?

MR. ROSHOLT: I don't see any objection, Mr. Examiner, I think unless--if we don't do that, we may be here Thursday. I'd suggest that basically that one,--the reason, and I think I should explain this, at this point, that we would not originally agree to combining of all the applications was that we felt we had a pretty legitimate claim on the protests filed last June which you subsequently over-ruled and authorized as valid. So it was our thought--the original stipulation to combine included that plus the protest and we couldn't agree to that protest. Then we did file the stipulation which I agreed that they could combine all three of theirs if they liked. At this point, I can't see any disadvantage to my people by combining. Only from the standpoint of order on 7091, which is independent of the other groups of people.

MR. SMITH: Excuse me if I may, John, I'm sorry, I don't want to interrupt you, but we aren't suggesting that this hearing on this particular application be combined with the other one--but that now Mr. Standal's testimony--we would probably have to call him in on the hearing for 7068 unless we were

allowed to include all this testimony, and when Mr. Hinze gets through, he will have testimony that we will have to ask him again on 68, unless we include this testimony. But we would like to go ahead and present them in different---.

MR. ROSHOLT: I would agree.

MR. HIGGINSON: If there's no objection, then we will proceed in that manner. We will consider the testimony here as part of the record subsequently when we take on the other applications.

MR. ROSHOLT: Fine.

MR. SMITH: Pursuant to stipulation and acceptance by the Board of Applicants Exhibit No. 2, we will rest our direct examination of Mr. Hinze and subject him to cross-examination.

Cross-examination by Mr. Rosholt

MR. ROSHOLT: For the record, your name and place of residence, please?

A. Donald J. Hinze, 213 Locust Street North, Twin Falls, Idaho.

Q. And what stake do you have in Application No. 36-7066?

A. Pardon?

Q. What stake do you personally have in Application 36-7066, which is the application originally filed by Mr. Standal and Mr. Lemmon?

A. Would you repeat that.

Q. Yes. Are you involved in any regard to Application No. 36-7066 as filed by Mr. Lemmon?

A. You mean on a financial basis or for just any basis?

Q. On any basis.

A. No.

Q. Okay, are you an incorporator of Magic Springs, Inc?

A. I am.

Q. Are you an officer of that corporation?

A. Yes, I am.

Q. Are you familiar that--you were in--

A. I'm sorry, I didn't hear you.

Q. Excuse me. You were in Magic Springs, Inc., in the summer of 1969?

A. Are you referring here, John, back to the status of Magic Springs, Inc., per se, and if so, I can elaborate a little for you on that?

Q. Yes.

A. Subject to entering into negotiation with Dick Kaster here approximately 18 months ago in regard to his permit and property, we formed a limited partnership consisting of Wesley Reynolds, C. K. Werth and myself, doing business as Magic Springs Company or Magic Springs, Inc., to that extent.

Q. Again, the same question I asked Mr. Standal, are you familiar with what the word I-N-C stands for?

A. Yes. That would have been a case where I needed a little legal advice.

Q. Will there be a copy of your limited partnership agreement introduced in these proceedings?

A. It is available. I don't believe Mr. Smith has one in his possession, but I will get him one, if necessary.

MR. SMITH: I was wondering, Mr. Higginson, at least, I'm having difficulty hearing and I wonder if the witness and Mr. Rosholt could be instructed to speak so that we can---.

MR. HIGGINSON: Fine. Would you please speak up a little bit. Take that microphone.

Q. Are you also involved in Aquaculture Industries?

A. Yes, sir.

Q. And what's your position at this corporation?

A. I'm a member of the Board of Directors and Secretary of such.

Q. Was that corporation also incorporated in March of 1970?

A. Yes, approximately the middle of March.

Q. I'm going to hand you, at this point, what has been marked Protestant's Exhibit H, it's a rather cumbersome document, and ask you to identify that if you could.

A. Yes.

Q. Would you read the examiner what the by-line is at the top?

A. The Idaho Statesman, Boise, Thursday, October 1, 1970.

Q. And come down here to where it starts Executive Department, State of Idaho, familiarize yourself with that---.

A. May I read it or---.

Q. Yes, if you would.

A. Might I ask for a definition of a word.

Q. Certainly.

A. Pecuniary.

Q. All right. In your own words, what does the proclamation say?

A. Basically that the Executive Department, State of Idaho, Boise, proclamation by the Secretary of State of the State of Idaho--that a list of corporations did not file their annual statement as required under Section 30-601.

Q. Would you go down the document until you see a pen mark on that and---.

A. Uh-huh.

Q. And what appears opposite the pen mark?

A. Aquaculture Industries, Inc., Wendell.

Q. Okay, would you turn the page.

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A. Sure.

Q. There's another pen mark on that page and what---.

A. Idaho Falls - Oh, I'm sorry, I'm looking at the wrong--Magic Springs, Inc., Wendell.

Q. Mr. Examiner, I move that the--that this portion--October 1, 1970, Boise Statesman portion statement being Protestant's Exhibit H be admitted.

MR. SMITH: I'll object to inclusion of that on relevancy. I can't understand why that would be relevant--perhaps with some foundation.

MR. PLANKEY: Also heresay.

MR. SMITH: What does the document purport to be?

MR. ROSHOLT: The document is just a notice that Magic Springs, Inc. and Aquaculture Industries are valid, existing going corporations of which these guys are all directors and whatever, and I am including them for whatever value it--or offering for whatever value as to the status of those corporations at the present time.

MR. SMITH: May I assume that the notice in the paper is a legal procedure as required of the Secretary of State? I assume that the official records of the Secretary of State's office would really show the correct status, would they not? I think this, Mr. Higginson, is the basis for my objection. What appears in the paper obviously is strictly hearsay and the proper approach for Mr. Rosholt to use would be admissible in evidence properly and we would object on that grounds as to this newspaper article.

MR. HIGGINSON: With the limitation that this is a newspaper which, in the past, we've known to be subject to some error, we will admit it for whatever value it may have.

MR. ROSHOLT: It is your testimony then, Mr. Hinze, that you had no interest in lots--well, that's not a fair question. In the allegation, or in

the applications originally filed by Mr. Standal and Lemmon, they alleged that Idaho Power Company and Magic Springs, Inc., owned Lots 2, 3, 4, 5 and 7 of Section 28 known as that--well, 3, 4 and 7 being the lots. You want to refer to those maps there--on the west side of the river which are being purchased by Mr. Kaster and 2 and 5 being those portions of the lots which the Idaho Power Company owned and Mr. Standal stated that they had no interest in that portion of Lot 5 owned by Mr. Hansen. As a limited partnership, did Magic Springs, Inc., have any recordable interest in any of those properties in 1970?

A. Yes, I believe we did. I have here, with me, a copy of an earnest money agreement executed between Richard Kaster and myself.

Q. Does the name Magic Springs, Inc., appear at any point on that?

A. No, it does not at that point.

Q. Thank you. Did Magic Springs, Inc., have any claim to those properties owned--Lots 2 and 5 at that point owned by the Idaho Power Company?

A. Only from the viewpoint that--Oh, I'm sorry, no, we did not.

Q. Had Magic Springs, Inc., executed a lease with Mr. Lemmon and Standal as alleged in that application?

A. Pertaining now to Lots 3, 4 and 7?

Q. As I read the application, it could pertain to any of the five lots.

A. We had a verbal agreement pertaining to Lots 3, 4 and 7, yes. We did not have any agreements or negotiations on Lots 2 and 5, other than the water diversion.

Q. Mr. Hinze, if Magic Springs, Inc., had no interest in any of the five lots as you testified, how could you enter a lease for a portion of those lots?

A. I think we should clarify the issue that I, as an individual, in fact, represented the Magic Springs partnership or company or whatever terminology you so want to choose.

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Q. Then you are stating that based on your options--based on this option interest or whatever you claim it is, you then leased to Mr. Lemmon and Standal?

A. No, we did not lease anything. What we did do was to agree to join--to put in a joint headworks diversion canal, and if need be, to allow them to utilize some of the water on our property. Yes, to that extent we had a verbal agreement.

Q. It was not, then, technically in the nature of a lease?

A. No, sir.

Q. Does Wesley Reynolds still maintain any interest in Aquaculture Industries or the Magic Springs, Inc?

A. No, sir.

Q. He did at this time, I believe?

A. He did at this point, yes.

Q. And he was, as you state, a member of this limited partnership?

A. Yes, he was.

Q. Mr. Hinze, I'm going to show you a letter that was dated August 9, 1969. Would you tell the examiner what appears on the letterhead of that letter?

A. This is dated August 9, 1969.

Q. And what's on the letterhead?

Exh "M"

A. It's addressed to Mr. R. Keith Higginson, State Reclamation Engineer.

Q. Above the date.

A. Magic Springs, Inc.

Q. Is that printed stationery?

A. Yes, it is.

Q. Mr. Examiner, I move for the introduction of the letter of August 9 signature of Don Hinze addressed to you.

MR. SMITH: May I see that, John?

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MR. ROSHOLT: Surely.

MR. SMITH: Does this letter need to be introduced, it's part of the file.

MR. ROSHOLT: I'm trying to relate it back to 66 and 68, whatever. It's a protest of--I think it's a protest of---.

MR. HIGGINSON: We stipulated earlier that testimony that he might give here in this matter can relate to the other filings, too, and if it's already in the record, I don't see any reason---.

MR. PLANKEY: I'm curious though, Mr. Higginson, I'm not that familiar with the rules of procedure, but in the event of an appeal by either party, would letters in your file become a part of that record? I would doubt it, offhand.

MR. ROSHOLT: Well, in that case, I would again move for its introduction.

MR. SMITH: Are you introducing that for content, or are you introducing that for the letterhead?

MR. ROSHOLT: The value of the letter--I don't care about the contents.

MR. SMITH: With that stipulation, we have no objection to its inclusion.

MR. HIGGINSON: All right, we'll receive it then.

MR. ROSHOLT: Mr. Hinze, there's been some testimony with regard to options as presented to Mr. Kaster. I don't have a very good copy of this, but I'd ask that that be marked---.

MR. SMITH: I have a more legible copy than that.

MR. ROSHOLT: For the purpose of identification, Applicant's Exhibits 7 and Applicant's Exhibit 5 are both dated April 10. Can you relate these each to each other, I presume?

A. Yes, may I look at both of them, please, John? Yes, now on the

evening approximately April 10, 1969, Mr. Richard Kaster, Mr. Wes Reynolds and myself came to a purchase agreement of Lots 3, 4 and 7 and the 300 second foot water permit that Mr. Kaster had in hand. We roughed out that evening an agreement which is this particular document here, and then the following day, received his wife's signature and wrote it up in a much more legible manner on a second copy here, which is why you have two copies.

Q. For the record, the one that is marked "7" was your rough--your draft copy?

A. I really couldn't testify to that frankly at this point. I just know that we wrote two of them up and which of these - I would assume this one here, his signature was notarized by Mr. Joe Hackney for Richard Kaster. I-- I don't know other than that, I just know we drew two of them up and one of them was returned to us for our files in the office. It almost looks to me like this one was the first draft. I don't believe it included the signatures.

Q. You don't recall in the one that's marked Exhibit 7, would it be your guess that what's marked Exhibit 5 is, in fact, the results of the negotiations on April 10 or thereabout?

A. Both documents are.

Q. You would contend that both are valid documents?

A. Yes, as of April 10. The signatures are all the same.

Q. Would it be--let's look at then 7 for a minute, if we might.

A. All right, yes.

Q. Could you relate to the examiner what property was in question at that point? You can read it if you'd like.

A. All right, 300 feet of vested water of Box Canyon--permit number which we did not have at the time we drew these up--and actually, oh, I see, here's how this was put together, this was the back copy and because of the

carbons in the earnest money agreement, it had to be written here. I'll continue it, then, from the other side. Getting back again to water permit number, which number is missing because we did not have the number on hand,--Lots 7, except the south 300 feet thereof, and all of Lots 3 and 4, in Section 28; Township 8 South, Range 14E,B.M., Twin Falls County, Idaho, 112 acres more or less. And then the further writing on here is the balance due from Mr. Kaster to the Ed Smalley contract and Sterling Larson contract.

Q. What was the consideration for this action?

A. $1500.

Q. Was that paid to Mr. Kaster?

Q. It was paid to the realtor or the check was given to the realtor, who also held the document, the earnest money agreement.

Q. Was the check ever cashed?

A. I--no, it has not been. It's been since returned to me. On the expiration of this document.

Q. Now, what provision--what was the total purchase price offered Mr. Kaster?

A. $250,000.00

Q. And how was that to be paid?

A. Twenty-nine per cent upon closing date and six per cent interest on the balance with terms on the balance to be arranged, balance payable over the next ten years.

Q. What was, in fact, the closing date?

A. Well, I'd have to calculate this out. The closing date was within seventy days of date of this instrument here. In other words, seventy days after April 10, which I couldn't count out without a calendar.

Q. I think the examiner can take judicial notice of the 70 days from

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April 10. In fact, then, on June 19, 1970, when Mr. Lemmon and Standal filed their application, this particular option had expired?

A. This particular instrument here had expired, however, we had entered into an extension of the document with Mr. Kaster at his request.

Q. And how was that done?

A. At a meeting of himself, myself, and I believe Mr. Wes Reynolds, which was a long time ago. The original option was contingent upon Mr. Kaster receiving the necessary right of ways. In fact, it's noted here, "subject to right of ways for water from Box Canyon to deeded property." This involved a river crossing from the Department of Public Lands, a B.L.M. crossing from the Bureau of Land Management across that property and/or Idaho Power.

Q. Mr. Hinze, these are dated April 10 and if they expired seventy days later, how would your extension--how did you obtain an extension? Was it oral?

A. Yes, sir, and it was on that basis until approximately August 10, which we then paid further money on it to extend it another thirty days.

Q. Now, with the agreement that you're talking about in August be that document which is the third of those three--was it not marked?

A. The three of them here, John, one of them is a back side of the initial one, which is on an earnest agreement form. In other words, these two really should go together on this matter.

Q. Okay, I understand.

A. This is the one that we also--

Q. Well, I'm looking for the---

A. In other words, we have two documents here, actually.

Q. Is there not a subsequent option?

MR. SMITH: I don't have a copy.

MR. HINZE: I think you do there in the files.

MR. SMITH: I do?

(Off the record discussion)

MR. ROSHOLT: Here's what we're talking about. My copy is very bad. It's been in somebody's pocket awhile, but it's an earnest money agreement dated August 6, 1969, on which your name appears, although your signature is not up here.

A. Yes, Mr. Allen negotiated that for me. That's approximately the date, yes, it was somewhere in the neighborhood of August 10 to the best of my recall.

MR. ROSHOLT: Do you have a better copy of this?

MR. SMITH: I don't believe I even have a copy.

MR. HINZE: I do have another copy--it's a little better--a little better shape than this one. This thing will not xerox. In addition to this, I have another document here where the details were spelled out in quite some length. In other words, he's signed an agreement that spelled out these terms in a little more---

MR. ROSHOLT: Mark this as somebody's exhibit. I'm handing you what's been marked Protestant's Exhibit N. Can you explain to the examiner what's--what that document purports to say?

A. This again is a copy of an earnest money agreement between--executed between Mr. Wesley Reynolds, C. K. Werth and myself and Richard and Edith Kaster, dated August 6, 1969, which says Lot 7 except the south 300---

Q. Excuse me, on the date again.

A. August 6.

Q. August 6. I thought you said April. Excuse me.

A. No. Except the south 330 feet there and all of Lots 3 and 4 and

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Section 28; Township 8 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho. Also 300 second feet c.f.s. of water in Box Canyon, Gooding County, Idaho.

Q. What's the consideration offered at that point?

A. I remember what it was but it really doesn't specify here. It was $1500. Oh, yes, here it is, $1500.

Q. And the total purchase price?

A. $250,000.00

Q. Was this earnest money agreement as designated at the top there entered and finalized?

A. Yes, it was. Mr. Kaster, on that date, received a check for $1500.

Q. Right. Were there--have any of the further requirements been--

A. We have not.

Q. Been fulfilled?

A. No. They have not, the agreement was not consummated.

Q. In fact, Mr. Hinze, the forms that you looked at, this one marked Protestant's Exhibit N and the other two marked Applicant's Exhibits 5 and 7, are, were intended, were they not, to be options rather than earnest money agreements?

A. No, absolutely not. As a matter of fact, had Mr. Kaster been successful in achieving these right of ways, it would have been executed immediately.

Q. In other words, you thought at that point you had bought the property?

A. In all sincerity, yes.

Q. Subject only to the conditions---

A. That's correct, which are spelled out here, which again are these

right of ways across B.L.M. property and the river crossings, and so forth, yes.

Q. The--that copy is difficult to read, as you can well imagine. I believe it specifies here down toward the bottom of about the third paragraph that in the event that Mr. Kaster is not successful in obtaining right of ways that he will, the seller will be paid an additional $1500.

A. No, I can't truly say that it says this. I can read what is here.

Q. If you would, please.

A. If the right of ways--and it's very difficult--if the right of ways are not completed within 45 days, seller will receive $1500 additional above $48,500 of right of way. Wait a minute. Apparently that's a sentence. Then, if right of way cannot be secured on or before January 1, 1970, the sale will be cancelled--and the balance of that sentence is illegible; it's typed on other printing here.

Q. What was your agreement, do you remember?

A. That Mr. Kaster - well, should I--can I relate the circumstances involved?

Q. You bet.

A. Upon expiration of the previous document with Mr. Kaster, it became apparent to me that he was going to have considerable trouble getting the necessary right of ways. I had been with Dick at several meetings with Mr. Rungert from the B.L.M. and they seemed quite antagonistic about any necessary right of ways. So, therefore, at that point, it didn't look to me like we were going to be in a position to conclude this deal because of this. Then Mr. Kaster met with me one day and said that he does need some money and, therefore, that we could extend this thing if he could get some cash in hand out of it. Therefore, we draw this document, paid him $1500. Now, my understanding was that again this was contingent upon the necessary right of ways.

Q. Why would you pay him $1500 additional if he didn't get them?

A. This apparently--frankly, as I said, I was not present when this document was drawn up. I really don't know. It's a rather peculiar document in that respect.

Q. Of your own, was it your check that paid the $1500?

A. At this point, I think Mr. Reynolds gave him the cash on this one.

Q. Do you know that Mr. Reynolds gave him the cash?

A. Frankly, at this point, I do not. I was not present at the exchange of money, but I do have in my possession here, a copy of a check from C. K. Werth for $500.00 from the First Wisconsin National Bank made out to Richard Kaster for option, Werth's share of $1500 option, dated 8-5-69 and a photocopy of the back of it endorsed by Richard Kaster and Wesley Reynolds.

Q. Did you pay your $500?

A. Mr. Reynolds and I had a previous agreement on financial arrangements, yes.

Q. But, in fact, none of the three earnest--designated earnest money agreements were, in fact, or have been executed?

A. No.

Q. Or finalized?

A. Or finalized. They have not.

Q. Mr. Examiner, I move that those three exhibits be included in the record appropriately.

MR. HIGGINSON: For the purpose of the record, may they clarify that we have marked, for identification, Applicant's Exhibit 6 and Applicant's Exhibit 7, which the witness has apparently identified as being the same document--the front and back of the same document, and we also have Applicant's Exhibit 5 and Protestant's Exhibit N.

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MR. SMITH: Could I see Protestant's Exhibit N? I see no objection to this document.

MR. HIGGINSON: The other two?

MR. SMITH: They are my exhibits.

MR. HIGGINSON: Without an objection, then, from either party, we will receive Applicant's Exhibits 5, 6, 7 and Protestant's Exhibit N.

MR. ROSHOLT: Mr. Hinze, I'd like to--Protestant's Exhibit N, which is the last of the exhibits--the last of the options or earnest money agreements or whatever they were, do both the names of Richard and Edith Kaster appear?

A. Yes, they do.

Q. Are their signatures notarized?

A. No, they are not.

Q. I now show you what has been marked as exhibit--Applicant's Exhibit 5, and on that document, I believe your signature appears.

A. Yes, sir.

Q. And also the signature of Richard Kaster.

A. Yes, it does.

Q. The notarized signature, does the signature of Edith Kaster?

A. It does not.

Q. I'm handing you now what's Applicant's Exhibit 6, which is a part of Applicant's Exhibit 7, and I'm going to ask you whether--whose name appeared on it.

A. My signature and below that, Richard H. Kaster and Edith M. Kaster.

Q. Are any of the signatures notarized?

A. No, they're not.

Q. Thank you. Mr. Hinze, let's go into a little more detail of your arrangement that you allegedly made and which I stipulated to admit. Your

arrangement with Mr. Standal and Mr. Lemmon as concerns your agreement on sharing, I think you said part of Lot 7?

A. We really didn't specify what particular lot. We just specified a mutual endeavor on the diversion point, and, if necessary, on place of use.

Q. Now, if, in fact, your option--I want to get this exactly right--according to the written option which was admitted under date of April 10, your agreement had expired or whatever on June 15 by reasons of---yes, and so there was no writing to cover that portion between June 15 and August 6 when the other writing evidently had taken place.

A. No, there has not been, no.

Q. So, in fact, you are saying that as of June 19, when Mr. Standal and Mr. Lemmon filed their application--the original application for the waters of Box Canyon, there was no written option on the premises?

A. Between Mr. Kaster and myself?

Q. Yes.

A. At that point, there was none.

Q. Are you contending that you had an oral extension of that agreement until the time that this one of August 6 was written?

A. Correct. In other words, because of the right of way problems, we agreed to extend this.

Q. In fact, Mr. Hinze--if the April 10 option--if there was no consideration paid, was there, in fact, any agreement at all or any commitment by anyone?

A. Yes, under the terms of the agreement--of earnest money agreement, yes.

Q. Isn't it usual that the earnest money check is cashed and put in some broker's account?

A. I really don't know about that. I couldn't tell you, I'm not a real estate broker.

Q. But, in fact, in this case, it was not?

A. It was not, according to my records, no, because the check was returned to me uncashed.

Q. Okay, thank you. I don't have any more questions at this time. I will ask them later.

MR. HIGGINSON: Mr. Smith.

MR. SMITH: Yes, Mr. Examiner, I do.

Cross-examination by Mr. Smith

MR. SMITH: Now, Mr. Hinze, when you negotiated with Standal and Lemmon for the use of a lease or whatever of part of these lots, what was it--3, 4--

A. 3, 4 and 7.

Q. 3, 4 and 7--about what time of the year was this?

A. It was in early spring.

Q. Was your lease option that we have evidence here by Applicant's exhibit--was this in effect at this time? When you were negotiating with Standal?

A. Might I say this about this lease option or earnest money agreement--that at no time until approximately September 15, 1969, was this in any way but in effect with us. In other words, it was a valid agreement on our part and Mr. Kaster received the money, and until about September 15 when we decided not to exercise the option at any time within that period, yes, we had in our opinion, an honest, bonafied offer on that property.

Q. What was the original date of the earnest money agreement?

A. I would have to check. April 10, 1969.

Q. And how many days were you given, seventy?

A. Seventy days.

Q. Seventy days?

A. Correct.

Q. Would not this have actually been past June 19 when Standal and Lemmon filed their applications?

A. Well, I couldn't say without looking at a calendar. Maybe we'd better check that.

MR. PLANKEY: Quickly, for the record, I just did. April 10 to May 10 would be 30 days and May 10 to June 10 another 30 and the 19th another 9, which should add up to 69 days.

MR. ROSHOLT: Yeah, but you have 31 days in May.

MR. PLANKEY: Well, we're at 70 then. Right on the button.

MR. SMITH: In other words, it was still in effect at that time.

A. At that date, yes, it was.

Q. However, your negotiations with Standal and Lemmon were prior to June 19?

A. Yes, they were.

Q. And you had committed yourself at that time?

A. Correct.

Q. To take me through the sequence of these things, to clarify it in my mind, this earnest money agreement that you entered into with Kaster was not only for the Lots 3, 4 and 7, it was also for 300 cubic feet per second of water that he already had a permit on, is this correct?

A. Yes, that's correct.

Q. Were there any developments on this permit that he was also selling? Had he done anything to develop this water?

A. Not to my knowledge.

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Q. And you say that he had not even acquired the necessary right of way?

A. No, he had not.

Q. Did Mr. Richard Kaster ever attempt to sell you these 300 second feet on any other occasion?

A. Yes, he has. I, frankly, have been in constant negotiation with Mr. Kaster since April 10, actually prior to April 10, since approximately March of 1969. The latest development, or the last time that we agreed or tentatively agreed to the sale or purchase of Mr. Kaster's interest was, I can refer to my notes here, was on September 19, 1970.

Q. Would you say the date again?

A. September 19, 1970.

Q. Were you present when Mr. Standal testified that there had been an agreement drawn by Mr. Ted Behm, Kaster's attorney at this time?

A. I was not present at the meeting where the document was drafted, no.

Q. Did you hear Mr. Standal testify today?

A. Yes.

Q. To this effect? Would you corroborate everything that he said pertaining to this agreement?

A. I have seen the agreement, yes.

Q. Do you have any interest in the corporation called Aquaculture Industries, Inc?

A. Yes, I do.

Q. What is your relationship to this corporation?

A. I am a member of the Board of Directors and Secretary of the said Board.

Q. Is this the corporation that hopefully will develop this water permit if it's issued?

A. Yes, that's correct.

Q. Now, this permit of yours, of course, is dated after, or takes second to that of Norman Standal and George Lemmon, you understand that?

A. That's correct, yes.

Q. In the event that the Department of Water Administration refused to let you assign this permit, providing it's granted, what steps would you then take?

A. I would have to develop this property on my own behalf in relationship to this water right.

Q. Have you the necessary requirements, or necessary things in order to do this?

A. I certainly do, yes.

Q. Can you elaborate?

A. I have in hand here several documents from people in the financing business which are letters of intent to provide the necessary $300,000.00 construction cost, if needed. Two letters to that effect.

Q. Who are those from?

A. One is from the Bank of Idaho and the other one is from M. R. Row, Inc. from Chicago.

Q. Who is this M. R. Row?

MR. ROSHOLT: Mr. Chairman, we've stipulated as to the financial responsibility.

MR. HIGGINSON: I don't believe that is an issue, Mr. Smith.

MR. SMITH: But what I was trying to get into when I asked this question was, are you prepared on your own to develop this permit in the event it's issued and the Department of Water Administration won't let you assign it to Aquaculture?

A. Yes, I am.

Q. What experience have you in this field?

A. I have a limited amount of experience in the production of commercial trout, propagation of trout per se; however, I've done an extensive survey of it--I have talked to all the people that seem to be knowledgeable in the business, both federal, state employees and, of course, people in private industry. I feel that I have a fair grasp of it. As early as 1952, I was hatching and raising my own fish as a hobby endeavor. I used to produce approximately 10,000--between five and ten thousand pounds of fish myself back then in those years. So I've always had a long interest in the field of fish propagation itself.

Q. I see. Have you done any extensive research into market possibilities?

A. Yes, I have. This is an area that I am qualified in is primarily the processing and marketing of food products. I've done an extensive market survey of what could be done utilizing the trout industry products here and with very favorable response from the food industry.

Q. Do you know a man by the name of Robert Teachout?

A. Yes, I do.

Q. Have you conferred with him?

A. I have, yes.

Q. Is he familiar with the operations or the planned operations of Aquaculture Industries, Inc?

A. I believe he's totally familiar with it, yes.

Q. Did you hear Norman Standal earlier testify as to the volume of fish expected to be produced in a year when all this--these permits are issued?

A. I did.

Q. Would you say that this was a realistic estimate?

A. Absolutely, yes.

Q. How many pounds of fish did he testify would be produced in a year?

A. On which particular site?

Q. On all three together.

A. I think the figure that was brought out was between five and ten million pounds.

Q. Is, in your estimation--is there a market for this number of fish?

A. Absolutely, yes. The imported fish alone--for instance, last year's sold in excess of eighteen million pounds in the United States.

Q. This, I take it, is the market you intend to capture?

A. A goodly part of it, yes.

MR. HIGGINSON: Mr. Smith, could we interrupt for a moment?

MR. SMITH: Yes.

MR. HIGGINSON: We need to change our tape.

MR. SMITH: Okay.

MR. HIGGINSON: It will take about five minutes.

(Whereupon a recess was taken)

MR. HIGGINSON: We will call the hearing back to order following the recess.

MR. SMITH: Mr. Hinze, I'm not exactly clear on this earnest money agreement. How much was actually paid to Mr. Kaster?

A. On the initial earnest money agreement, a deposit of $1500.00 to show good faith was made. On subsequent negotiations, on approximately the sixth to the tenth of August, as I stated before, Mr. Kaster came to us and said that he needed some financial assistance and would like some actual cash. Therefore, we paid him $1500.

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Q. An additional $1500?

A. Well, the initial $1500.00 was simply an earnest money or a good faith deposit. He did not receive that, but he did receive, on August 6 or 10, $1500.00 to extend this agreement.

Q. Did he cash these checks and accept this money?

A. To my knowledge, yes, sir. I have a cancelled check here—photostatic copies of the check which has been endorsed and cashed.

Q. Has this money ever been returned to you?

A. No, it has not been returned to me.

Q. Then, in effect, he still has $1500.00 of your money?

A. To my knowledge, yes.

Q. And you no longer have an option at this time, is that correct?

A. No, we do not.

Q. Then that money, I take it, is it owing you now?

A. Well, I'm not aware of the legalities of an earnest money or a down payment or token payment on a piece of property, I couldn't state that. I would like to say, though, that at no point, or at all the points through our negotiations including up until here just a few weeks ago, that we fully intended to purchase and effect this agreement with Mr. Kaster. In fact, probably would do so today.

Q. And were you also sincere in your commitment to Norman Standal and George Lemmon for use of part of this water?

A. Absolutely. Yes.

Q. Now, you testified, Mr. Hinze, that you are familiar with the scope of Aquaculture Industries and their objectives and that you are also an interested member of the Board of Directors and an officer in this corporation. Would you elaborate a little bit on what this corporation's plans are and tell us a little bit about it?

A. Well, frankly, I moved here to Idaho only two years ago. It was in the interest of exploring the possibility in the vegetable industry here in Idaho, central or southern Idaho. Upon getting out here I was quite interested, as I stated, I have always had an interest in trout propagation. I was interested to see the scope of the developments that have taken place up until a year or so ago. Upon doing a little research and study of it, I discovered that there's absolutely no market cohesion whatsoever and this was a problem that apparently the industry has been fighting for many years. My initial reaction was that we could organize a processing and sales outlet or a marketing and sales organization and combine this with a processing operation similar to what we've, in fact, accomplished in the vegetable industry in the Midwest. In other words, a cooperative-type processing and sales venture. Upon talking to some of the principals in the fish business, I soon began to realize that personality-wise, this was probably not too feasible. And so we felt then to get the job done that we would have to get into the production as well as the sales and processing of the product. Another factor that came up was that the area has many small towns located within a very close proximity of the fish industry per se that was really in quite bad economic straits due to lack of employment--for instance, Wendell and Jerome and some of these smaller towns. So in my research on the industry here, I noticed that Wendell has a good strategic location highway-wise, rail siding, things of this nature and badly needed employment so--and being located within a few miles of most of the major trout producers, we felt this would be a good logical site for a major processing plant and, of course, cold storage facilities, etc. We feel, of course--obviously the marketing has not been fully explored, there's entirely new products that can be produced out of the trouts themselves and marketed as separate identity products rather than fish per se. The overall project, then,

involves market research, new product development, a sophisticated and up-to-date processing operation and a joint, hopefully, a joint sales or marketing program. The program itself, as far as the local economy, would employ in the processing, approximately forty people, which would obviously be quite a shot in the arm for Wendell's dwindling job supply there. Dollar-wise, if this project is realized, the figure that Mr. Standal quoted here, roughly seven million dollars thereabouts, six million dollars worth of annual revenue would be produced and ironically enough or uniquely enough, it's an industry that the product is sold primarily out of state and the money, the revenues are spent in state. It's quite a unique situation in that respect, and basically, I guess this is what we hope to accomplish.

Q. I don't believe I have any more questions for this witness.

Re-examination by Mr. Rosholt

Q. Mr. Hinze, there's been some talk here about seventy days. I would like you to read, beginning here on what's marked Applicant's Exhibit 5, if you would.

MR. HINZE: On which---, John?

MR. ROSHOLT: Starting "55."

A. This is the third paragraph in this earnest money agreement. It says, "Fifty-five thousand dollars will be paid when contracts are signed and closed, but not before June 15, 1969. A balance of $193,500.00, payable in ten equal annual installments, the first payment to begin on June 1, 1969, plus interest of 6 per cent per annum on unpaid balance, subject to right of ways and water---.

Q. Thank you. That's fine. Was the payment made on June 1, 1969?

A. June 15.

Q. June 1, I think you read there toward the end.

A. No, sir, I read June 15, 1969.

Q. That's the first date you read. What's the second date on the third line? First payment to begin on June what? Third line.

A. I should read the whole sentence again.

Q. All right.

A. "The balance shall be payable as follows: $55,000.00 when contracts are signed and closed, but not before June 15, 1969."

Q. Right. Keep going.

A. "The balance of $193,500.00 is payable in ten equal installments, the first payment to begin on June 1, 1969." You're right. Actually, that was a clerical error and was supposed to be 1970.

Q. Does it say June 1, 1969?

A. Yes, it does.

Q. Thank you. Was that payment made?

A. No, it was not.

Q. Thank you. Mr. Hinze, you gave us the address of your office. Could you, in fact, tell us what other business exists there?

A. In the same building?

Q. Yes.

A. The Hackney Agency Real Estate office.

Q. Was Mr. Hackney the broker involved in this particular earnest money?

A. Yes, he was.

Q. Thank you. And I think you testified before that that earnest money check payable on April 10 was never cashed.

A. No, it was not.

Q. Thank you. Mr. Hinze, I want to ask you your experience in food marketing. What is your actual employment experience in food marketing?

A. I've been associated with a Florida canning company for approximately

four to five years and part of my duties there--I started out originally as assistant plant manager, plant manager, then personnel manager over all their operations, and then got into the sales, distribution and later recruiting for that firm and also for Wisconsin Canners and Freezers Association.

Q. How long was all this experience accumulated?

A. Over a period of approximately five--four or five years.

Q. Did you have a college degree when you did all this?

A. I had three years of college at (unable to understand) College, another year at the University of Wisconsin Extension School. I am a graduate of the University of Wisconsin School of Commerce, Management Division, and have had extensive courses since then; I've never really been out of school, frankly.

Q. Thank you. I have no further questions.

MR. HIGGINSON: Anything further?

MR. SMITH: No more questions.

MR. HIGGINSON: Thank you, Mr. Hinze.

MR. ROSHOLT: I presume that we can call Mr. Hinze back in regard to some other things on 68?

MR. HIGGINSON: Yes.

MR. SMITH: The next witness that we would like to call is Mr. Bob--Robert Teachout.

Mr. Robert Teachout, upon being duly sworn, was cross-examined by Mr. Smith and testified as follows:

MR. SMITH: Mr. Teachout, what is your full name and place of residence?

A. My full name is Robert Teachout and my residence is Boise, Idaho.

Q. What business are you engaged in at the present time?

A. I'm in the food processing business, the trout growing industry and marketing of these products.

MR. HIGGINSON: Could we have Mr. Teachout spell his last name?

MR. TEACHOUT: It's T-e-a-c-h-o-u-t.

MR. SMITH: Whom do you work for?

A. In a sense of the way, I'm self-employed. However, we have a corporation that I'm a part of. In our initial business, we have Rim View Trout Farm, which is owned by a corporation and which I am a major stockholder in. In Boise, we have an onion ring processing plant which is also marketed by myself and on a national basis, I might say, and I am the major stockholder there.

Q. How long have you been engaged in the job or occupation that you're in right now?

A. I started in the commercial fish sales in 1947 and have since been in the sales force since that time, approximately twenty-three years.

Q. Now, these twenty-three years of experience, is this mostly with marketing or is some of this with fish propagation management, or can you elaborate on a few of the jobs that you've had?

A. In the twenty-three years that I've been in the business, it's been primarily marketing and selling. The first twelve years of my business life was spent with Booth Fisheries, a national corporation. I started as salesman in Seattle, Washington, in 1947. After that time, I managed two branches for Booth Fisheries, sales branches, and then became western divisional manager at one point in my employment with Booth Fisheries. In 1959, I became involved in the trout business as a salesman, and in 1964, actively invested and purchased a portion of the Rim View Trout Farm.

Q. This Rim View Trout Farm, do they actively raise the trout from eggs and market them or what--how extensive is their operation?

A. Ah, yes, we have a full scale operation as many of the other

hatcheries are in the area. We all operate on somewhat the same basis. We start our operation out by the purchase of eggs, that is, at least we do at our hatchery. I think some of the hatcheries do have some brood stock. We purchase the eggs and hatch the eggs and take them through from the fry stage right up to the market trout and then they're marketed on the overall market.

Q. Then how many years would you say that you have been actively engaged in the trout raising business?

A. Actually actively engaged in the trout raising business, I could only say from the time that Rim View Trout Farm was purchased. I would like to clarify one point here, that I think we're looking in entirely two separate fields when we look at marketing and production.

Q. Yes, well, that would be my next question. What is it--seven years in the trout raising business?

A. Well, Rim View Trout Farm has been in the trout raising business. I have not conducted the actual raising of the trout myself. We have hired personnel that does this for us.

Q. Are you familiar with this phase of it?

A. Yes, I am acquainted with all the records. In fact, I'm the general manager of Rim View Trout Farm and all such records pass through my hands for approval or questionnable items on the raising of the trout, the conversion of the--our weight factors, our feed programs, the general operation of the trout farm.

Q. How long have you been actively engaged in marketing and processing?

A. Just trout only or overall?

Q. Trout only.

A. Trout only--since 1959; that is, from the farm level--that is, selling to the distributor. Prior to that time as a distributor and as a

manager of a distributing branch, I handled trout from 1955 to 59 from the institutional level; that is, selling the ultimate consumer, the product.

Q. Do you consider yourself to be thoroughly knowledgeable about the marketing of trout?

A. I think anyone would answer the question like this: That I feel that there's phases of the trout industry that I learn every day. At no time have I ever felt that I knew the trout industry in its entirety. I think every day we can learn something new about it and certainly we have in our operation. However, I think from the marketing--general marketing end of it, I know of only one other individual in the trout industry that would have more feasible marketing knowledge or as much as I might have.

Q. I see. Do you know Norman Standal?

A. Yes, I know Norman Standal.

Q. Do you know George Lemmon?

A. Yes, I know George Lemmon.

Q. Have you had any experience with these gentlemen in the trout business?

A. Actual experience, I have done--Rim View Trout Farm has purchased trout from Norman Standal for the sale to the market trade. This was done in conjunction until such time as they were able to establish their own marketing program.

Q. You have heard the testimony given today by Norman Standal and Mr. Hinze relating to the proposed projects of Aquaculture, Incorporated, have you not?

A. Yes.

Q. Are you familiar with Aquaculture Industry and the various phases that they have discussed in their testimony today?

A. Yes, mainly in name only. I am familiar with the project that they have undertaken to accomplish--to put together, I should say, and, of course, familiar with the individuals.

Q. Are you familiar, at least vaguely, with the three sites that they have now proposed for fish propagation purposes; in other words, Thousand Springs, Box Canyon, and Blind Canyon?

A. Yes, I am.

Q. Have you looked over or discussed plans with them for development of these three projects?

A. Yes, I have. We have been--they have been presented to me for no more reason apparently than getting some just general advice, and certainly they were not looking for technical advice; that is, from planning and access I could not give them, of course. From the workable standing or the workable phases of the project and the practicability of it, this was the only advice I could give them.

Q. From what you know about these plans and from your discussions with them, does their plan for development of the water, 20 cubic feet from Blind Canyon, 380 from Box Canyon and their Thousand Springs interest--is this feasible, is the use of this water feasible from the way they've planned it?

A. I feel it is. This, I will state this in this manner, that on pencil and paper, this would be feasible, and if looking at the different unknown factors that can exist at different times, this is possible to do with the amount of water that they have if properly put together and everything works as it's planned.

Q. Are you familiar with their overall plan for development, including processing plant?

A. Yes, I am. We have been approached on that from a company basis.

Q. Does this plan, in your opinion, is it feasible?

A. Very feasible.

Q. Now, you've heard them testify--Mr. Hinze testified he estimates between five million and ten million pounds of fish will be produced annually and Mr. Standal testified that somewhere between six and eight million pounds will be produced annually. Does this figure strike you as unreasonably high or unreasonably low or---.

A. Well, of course, I look at it from a very optimistic point of view which I have carried since my induction into the trout industry. I feel that we are in an industry here that offers a tremendous potential in this country today. It has been supplied primarily with the import products and, fortunately, the industry, as a whole, has been able to combat the importation of trout with the--actually by their own trout raising programs and all. They've been able to raise a better quality trout to combat this and also, of course, we had a little help from the countries involved this particular year. They run into some disease factors that contributed to their not shipping enormous amounts into this country and, of course, this helped our marketing program. And I feel that we, by this being accomplished and by our gaining inroads into the market situation nationally that we're going to be able to get a--obtain a position in the market--that even though the importation of trout were to come back in again--that once the customers are introduced to our products, that they will not resort back to the importation of the, to me, it is an inferior product on the market. So we do need this increased production to compensate for this, to offset this factor.

Q. Then is it your opinion that there is a ready market for five to ten million extra fish in this new market?

A. The way that I would answer that and the way I would have to

approach it is the way I've always approached the problem of marketing trout. I started as I say, I was introduced into the trout industry a considerable number of years ago when there was very little trout sold. I'm familiar with probably the pioneer of the trout industry, Mr. Tinney, down on the Snake River. I purchased products from him when I was employed at Booth Fisheries. Probably one of the pioneers of the marketing program in the trout industry, and I would say this, that my feeling, naturally, is that properly done, properly marketed, property put together, there is no end to how much trout can be sold in this country. Properly done, that is, not taking it all on the market at one time and dumping it, but basically marketing it and being able to properly present it to the public.

Q. What, in your opinion, would be the impact on the Magic Valley or the Idaho area, in particular, if this project were to be consummated or completed?

A. Its economic value to us?

Q. Yes.

Q. I think certainly I have always been for the betterment of the trout industry and certainly, I'm in favor of any development of natural resources that we have in the state for the benefit of our state. I think we have a wonderful opportunity here. We as trout farmers, trout growers, trout marketers, whatever it is, put together a very outstanding industry in this area, both economic-wise it's going to put an enormous amount of people, or I probably shouldn't say enormous, but it's going to put a considerable amount of people offering them jobs, opportunities, and certainly looking at the outlying areas, especially where we're located, this is something that's very necessary and in need. It does deal with a class of people which we've got started with in the State Department in Boise of working even with the handicapped people that offers them

job opportunities. People that are not fully capable of conducting themselves in any sort of technical skills or anything like this, we've utilized them at our farm at this time and have received help from this State in regard to their wages. I do feel that it--any time that, and I have to be a little, I have a real personal feeling here--when I see an organization like Norm Standal and this group is putting together come into the industry with the optimism that they present, it makes me feel the same as at the time I came into it and I am a hundred per cent for this. We need more people like this and I think that they are honest, sincere, and they intend on making, utilizing the use of this water. Now---.

Q. Excuse me. Have you any interest whatsoever in any of these projects or in Aquaculture or Magic Springs?

A. None whatsoever, financially or otherwise. The only thing that I've been approached on, and this is not unusual in the trout industry, I would say 90 per cent of the trout farms in the area at one time or another have called upon me to sell their surplus products and this is exactly what Mr. Standal and Mr. Hinze has done. They've asked me if this is possible and, of course, with the marketing program that I've had in the past ten years--has been able to establish, I have personal commitments on trout that would far exceed two million pounds of production and this is from major corporations.

Q. Mr. Teachout, you've heard testimony today, quite a bit of it relating to Mr. Kaster and his permit that he has in Box Canyon for 300 cubic feet per second of water. Have you ever been approached by Mr. Kaster, or have you ever had discussions with him concerning the possibility of your buying this interest or this permit?

MR. ROSHOLT: Mr. Chairman, I object. I don't think this is relevant to the proceeding on 3066. The permit 7040 has been issued. As I understand it, it's a valid permit.

MR. PLANKEY: Mr. Higginson, I think what Mr. Smith's trying to do is save Mr. Teachout time and to some extent, the time of this body. Mr. Kaster's own application will shortly be coming before this body and Mr. Teachout has given of his valuable time thus far, and we feel that that testimony does have a bearing on Mr. Kaster's application as opposed to the application presently under consideration and in view of our stipulation that the testimony may be used in any area where relevant, we would ask that the court permit, at this time, this testimony to be elicited, thereby permitting Mr. Teachout, hopefully, to go about his business.

MR. HIGGINSON: Do we have any information that the application we have set today for hearing involving Mr. Kaster is in any way related to the prior application?

MR. SMITH: I don't understand your question.

MR. HIGGINSON: You asked him, I believe--the question you asked had to do with some prior permit that had already been issued.

MR. SMITH: Yes.

MR. HIGGINSON: Do we have anything that would tie that prior permit to the one that we would consider later this afternoon?

MR. PLANKEY: We would feel that this testimony of, or this testimony indicates that very possibly Mr. Kaster's own application is speculative in nature and evidence of it continually being for sale would be relevant to that point.

MR. HIGGINSON: I just looked through the--just looked at the Application for Permit 7091 filed by Mr. Hardy and Mr. Kaster, and there's nothing in that application that would tie it to the prior one. Based upon that, I'll sustain the objection.

MR. SMITH: I have no more questions, Mr. Chairman.

Cross-examination by Mr. Rosholt

MR. ROSHOLT: I just have a couple, Mr. Teachout. I think you testified that there was, the foreign markets were not shipping an enormous amount of trout international. Is that what you said?

A. Into this country last year. Their production has been limited considerably due to disease factors existing in those countries.

Q. What would you put by millions of pounds as an enormous amount?

A. Well, a normal amount in prior years importation has amounted to around 18 - 20 million pounds of trout coming into this industry, or into this country. Now, there was a statement made just a short time ago about 18 million pounds coming in this past year. I would have to doubt that figure. There's a possibility that much could have been sold some time during the year, but I would say the trout had probably entered into this country possibly six months, a year or even longer into storage prior to that time and remained there, and then, of course, then due to the lack of future supplies, it has liquidated or found its way out into the market.

Q. I think it was Mr. Hinze who testified that 18 million pounds were shipped in last year, so you're saying then, in fact, that part---

A. I'm speaking of this year now.

Q. Okay.

A. I would say that I would rather doubt there would be that many pounds actually come into the country this year.

Q. Okay.

MR. HIGGINSON: Anything further?

MR. ROSHOLT: No further questions.

MR. HIGGINSON: Thank you, Mr. Teachout.

MR. SMITH: That concludes the presentation of applicants Lemmon and Standal in support of their Application No. 36-7066.

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MR. HIGGINSON: Fine. Are you ready to proceed, Mr. Rosholt?

MR. ROSHOLT: I'd call to the stand Mr. Richard Kaster.

Mr. Richard Kaster, upon being duly sworn, was cross-examined by Mr. Rosholt and testified as follows:

Q. Could you give us your name for the record, please?

A. Richard Kaster.

Q. And your residence?

A. Route 4, Buhl, Idaho.

Q. Where does Route 4, Buhl, put you?

A. About two miles west of the Snake River trout hatchery.

Q. Are you the Richard Kaster who is the contract purchaser of Lots 3, 4 and 7 of Section 28; Township 8 South, 14 East, lying west of the Snake River.

A. Yes.

Q. And on what date did you purchase those lands?

A. I had an option on that in August of 1968. I exercised the option on December 1 of 1968.

Q. Are you the Richard Kaster who is the joint applicant with Mr. Earl Hardy in another permit which will be considered here?

A. Yes.

Q. Are you also the Richard Kaster who protested both 7066 and 7068?

A. Yes.

Q. Are you current on your contract of purchase from Mr. Sterling Larson at this point?

A. Yes, I am.

Q. Where is that contract, escrow?

A. With the Twin Falls Bank and Trust Company in Twin Falls.

Q. It is escrowed in Twin Falls?

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A. Yes.

Q. It's not escrowed at Buhl?

A. No, the Smalley contract is escrowed in Buhl.

Q. I see. In the original application, 36-7066, the applicants alleged an ownership in Idaho Power Company and/or Magic Springs, Inc., in Lots 3, 4 and 7, in addition to Lots 2 and 5. As I understand it, you're the contract purchaser of Lots 3, 4 and 7.

A. Yes.

Q. As of June 19, 1969, had you made any agreement, written or otherwise, with Magic Springs, Inc., as to your lands?

A. No, no, we had no agreement.

Q. In regard to the options which have been introduced today, namely Donald Hinze, Mr. Werth and I think Wesley Reynolds--were you aware that they were operating as Magic Springs, Inc., at that time?

A. Well, now at what date was that?

Q. June 19, 1969, the date of the original application.

A. Well, yes, I was aware that they were using that name, but they didn't use that name as far as we were concerned.

Q. In regard to the option which I think is marked 5, dated April 10, Mr. Kaster, Mr. Hinze testified that you were given, or the broker was given a check for $1500. Did you, in fact, see that check?

A. I saw the check when he made it out the evening that we made up the agreement.

Q. Did you, for all intents and purposes--this was a valid agreement insofar as you were concerned?

A. Yes, this is right.

Q. On April 10. Did you receive a payment on June 15 as the agreement required?

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A. No, I did not.

Q. Was this option ever exercised by the payment to you of the additional down payment and the signing of the contract for $250,000?

A. No.

Q. In your opinion, did Mr. Lemmon and--were you aware of any connection with Mr. Lemmon and Standal may have had with Mr. Hinze on June 19, 1969, the date of Mr. Lemmon and Standal's application?

A. No, I didn't realize at that time that they were working together.

Q. Why do you say you didn't? Did you know anything about the relationship at that time?

A. Well, I knew that Mr. Standal had been in to talk to Mr. Hinze in his office at Twin Falls, but I didn't realize that they were going to go ahead and work together on any properties or water filings.

Q. As of August 6, 1969, which is the date on the subsequent option, I think that's marked as one of mine, Protestant's Exhibit N--were you aware at that time as to whether or not Mr. Lemmon and Standal had any connection with Mr. Hinze, Mr. Werth, or Mr. Reynolds?

A. No, I wasn't aware of it, although along in that period of time, I noticed that Mr. Hinze had stopped coming to see me and I had heard that he was going out to see Mr. Standal quite regular. I began to have a feeling that they didn't really intend to go ahead and purchase my land because they thought they were going to purchase Idaho Power land and they didn't need me any more.

Q. Did you, in fact, receive the $1500.00 on that option?

A. I did in August.

Q. Yes. Was that option or agreement ever carried through or were any of the other obligations fulfilled under the agreement?

A. No, they didn't go ahead from--on the next paper that was due.

Q. Are you, in fact, the same Richard Kaster who was the bidder on the Idaho Power Company known as Lots 2 and a portion of Lot 5 in 28, 14--

A. Yes.

Q. And did you, in fact, with Mr. Hardy submit a bid for the purchase of those lands as of October 8, 1969?

A. Yes.

Q. And were you declared the best and winning bidder?

A. Yes, we were.

Q. What was the amount of money the two of you jointly bid on this property?

A. We bid $102,000.00 on that property, and I would like to make a statement here to clarify. Mr. Standal seemed to think I had some prior knowledge to how much they might bid on the property and this was not true and I think the facts will speak for themselves, in that their bid was around $60,000.00 and we bid around $100,000.00--we bid $102,000. If I'd known how much they were going to bid and that they were the only bidders, we certainly wouldn't have bid that much more money on the property.

Q. Do you like money, Mr. Kaster? Mr. Kaster, let me show you what's been marked Protestant's Exhibit I. Would you identify that for us?

A. Yes, this is the contract for the purchase of the property from the Idaho Power Company.

Q. Would you tell us the date on that contract? Before you do that, I'd move for the introduction of Protestant's Exhibit I, which is--which is a copy of the contract between the Idaho Power Company and----.

MR. SMITH: You don't happen to have an additional copy of that, do you?

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MR. ROSHOLT: Some place I do.

MR. HIGGINSON: It will be received then.

MR. ROSHOLT: What is the date on that contract?

A. You can hardly read it.

Q. I know, it's a bad copy. What's the date in the first paragraph? Page one. On page one, Dick.

A. The 26th of December, 1969.

Q. Thank you. There's been some testimony today concerning the ownership of Lots 2 and 5 or that portion thereof that the Idaho Power Company owned and which you purchased by contract. Did you ever approach the Idaho Power Company individually prior to the time that they offered these lots?

A. Yes, I did. I wrote to the power company around six or eight months prior to their putting the land up for bid and asked them if they--in fact, Dick Moore asked me if I was interested in purchasing the property and I said that I was and so I wrote a letter to them and asked them if they would tell me what they wanted for the property and they never answered my letter.

Q. Are you aware of other people having made the same inquiries to the power company during previous years?

A. Yes, there have been a lot of people that were interested in this property. It's a very good fish hatchery site.

Q. Some talk has also been had during applicant's presentation today concerning some approaches that you made to either Mr. Standal, Lemmon, Hinze or somebody concerning the sale of your property 3, 4 and 7, Lots 3, 4 and 7. Could you describe in your own words the course of events in that regard, with the exception of the options.

A. The only thing I'd like to make clear on that is that I have never solicited my property for sale to anyone. Other people have come to me and made me offers and along with that, I have never put any water up for sale. I've

only put, I've only negotiated on selling the property with these people and we've never mentioned separating the water from the land. I felt if they purchased the land from me across the river, naturally that water would be appurtenant to the land, but I never placed any value on the water itself.

Q. It was earlier alleged that you had a meeting of September of 1970, which is not too long ago, wherein you conversed with Mr. Werth, I believe it was. Could you give us the details of that?

A. Yes, Mr. Ken Werth, who lives in Wisconsin, came to my house to see me and asked me if I would be interested in selling my interest in the Box Canyon land to him, and I told him I didn't think I would be, but I'd be willing to listen to anything he had to say, so a couple of days later he came back and wanted to know if we--if I'd be interested in trying to work something out and I told him that I would be--that maybe this would resolve all the water problems that we have and, in other words, if his group could purchase my interest in the Box Canyon site, then things would automatically resolve themselves because then this group that is trying to take the water away from this land would be a part owner of the land and they--they could continue and go ahead and build ponds and raise fish with Mr. Hardy. Later, I found out that they felt that they would not try to work with Mr. Hardy and cooperate with him, so from that time on, I decided I did not want to go ahead on that type of a deal.

Q. Was there any agreement ever consummated with Mr. Werth?

A. No, no, it wasn't.

Q. Mr. Kaster, I'm going to hand you what's been marked Protestant's Exhibit G and ask you if you can identify it.

A. Yes, this is a statement signed by Mr. Heikes of the Idaho Power Company.

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Q. Can you further identify it? What does it pertain to?

A. Well, it mentions here that the Idaho Power Company gave notice to sale of the land referred to as Box Canyon and Black Canyon and--

MR. SMITH: Mr. Examiner, I'd like to object to any further reading of this. This is not his affidavit nor is he connected in any way with it.

MR. ROSHOLT: Mr. Chairman, I would move for the introduction of this affidavit as the solicited testimony of Mr. Heikes, granted he's not here for cross-examination by the opposing counsel. His testimony is relevant, I believe, in the affidavit. I think it's a bald statement as to the--what has gone on and I think under the rules of the administrative procedure act which govern us, that it's within your discretion to allow an affidavit of this sort, if you see fit.

MR. HIGGINSON: I think, Mr. Rosholt, under the circumstances we have in connection with this hearing, I'll have to sustain the objection to the admissibility of this particular affidavit. Mr. Heikes is not here to be cross-examined.

MR. ROSHOLT: Mr. Kaster, we've introduced into evidence the written contract of the Idaho Power Company and how long ago was it that you signed this contract, you and your wife?

A. Well, it, I don't remember the exact date, but it was within the last two weeks, I believe.

Q. Would you give us the background, please, of why you did not sign this contract until two weeks ago?

A. Well, actually, after the bidding, it took some time to get the papers ready and it had taken quite a while to actually get the papers to me and Earl Hardy and I had had quite a few discussions on it--how we would make the purchase. Earl wanted to make the purchase in a corporate form, and I felt

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that I would rather just be on the contract in my own name with my wife.

Q. So, consequently, this was not done until recently?

A. Yes.

Q. Were you a signatory to the contract prior to this time?

A. No, I was not.

Q. Was there a contract in existence prior to this time?

A. To my knowledge, yes, I believe there was.

Q. Who was the contract with?

A. The Idaho Power Company and Box Canyon Trout Company.

Q. Do you now or did you ever have any interest in Box Canyon Trout Company?

A. No. No, I did not.

Q. So, then, the contract, as executed, is from the Idaho Power Company to the Box Canyon Trout Company as a corporation of you and your wife individually?

A. Yes, this is right.

Q. Thank you. I don't have any further questions at this point.

Cross-examination by Mr. Smith

MR. SMITH: Mr. Kaster, I have several questions here I'd like to ask you. We're going to play musical chairs here. First, I'd like to take just a couple of things that you said. One was that you said that never once did you offer for sale the water that you already have a permit for on Box Canyon.

A. This is right.

Q. Did you ever offer to sell the land separate from the water?

A. No, I never did.

Q. What was the purchase price agreement on that earnest money agreement? Was that $120,000, or how much was that?

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A. That total price on that was $250,000.

Q. $250,000?

A. Right.

Q. Was that with or without the water?

A. The water would have been with the land--would have been appurtenant to the land.

Q. What value would the land have been without the water?

A. I don't know.

Q. Was it farmable?

A. Oh, yes, some part of it's farmable. It no doubt had more value with the water than without. I'm sure of this.

Q. How many second feet do you have with that permit?

A. The permit is for 300 cubic feet per second.

Q. Did you subsequently make application for a permit which is number 36-7086 for 200 more feet out of the same canyon?

A. Yes, I did.

Q. Is that permit still standing?

A. No, the Department stamped it invalid because they thought that I had filed for delay purposes and it's rather ironic because I'm the only one of the whole bunch that hasn't been wanting to delay.

Q. By delay, what do you mean by delay?

A. Well, what they--I assume what they meant was when you make a filing, that you have to proceed with it and not file for delay purposes.

Q. Are you saying that Mr. Standal and Mr. Lemmon have tried to delay this?

A. They had to file for delay purposes because the day they made the filing they had no land and they had--they made the filing and then were going to wait and see what land they could obtain.

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Q. Isn't that a conclusion that you are jumping to here--that they had no interest in any land?

A. Not after all this time, it isn't jumping to any conclusion.

Q. Well, getting back to the issues here and away from conclusions, you say that you subsequently entered into or you had several negotiations because people came to you?

A. This is right.

Q. Trying to sell this water with the land. Now, you say that you changed your mind on this last agreement with Mr. Behm as your attorney, is that correct? Has represented you?

A. He has in the past. On this particular thing you're talking about, Mr. Werth was out of town and he asked me if I knew of an attorney that we could go to to draw up an agreement.

Q. To sell the land with the water?

A. Yes, this is right.

Q. And you went to Mr. Behm?

A. No, pardon, it was not with any water. This agreement was only concerning the land in Box Canyon that Earl and I had purchased from Idaho Power Company. There is no water mentioned in that agreement.

Q. Was there an oral agreement that the water would be sold separately?

A. It wouldn't be sold. The water there--there's nothing to sell.

Q. There was no oral agreement with respect to water whatsoever?

A. No, sir. It would just be up to the new land owners to go ahead with the permit that Earl and I have filed for.

Q. I see. Now, you say that some time in December of '69, you were the successful bidders on some land that was owned by Idaho Power, is that correct?

A. In what date?

Q. Well, December of '69 or was that earlier than that?

A. They declared us successful bidders earlier than that.

Q. Did you, at that time, purchase an interest in this land?

A. Yes, I did.

Q. How much did you pay?

A. One half of the 10 per cent bid price.

Q. Which was how much?

A. $5100.

Q. How much did Mr. Hardy pay?

A. $5100.

Q. What sort of agreement did you enter into with Idaho Power at that time? For your interest, not Mr. Hardy's?

A. We had no agreement, only that we were the successful joint bidders on the property.

Q. Did you have a deed or anything else to evidence your title to that land?

A. No, not at that time.

Q. Was the title put in escrow to you by Idaho Power?

A. It wasn't then. It is now.

Q. Was it in escrow at the time you made your application for water permit, you and Mr. Hardy?

A. No, it was not.

Q. Then you actually had no legal title to land in your name at that time, did you?

A. Well, that, I don't really know on that.

Q. Did the deed that was issued in escrow by Idaho Power have your name on it?

A. Yes, it did.

Q. When?

A. It's just been recently.

Q. Ten days ago, correct?

A. Yes, correct.

Q. Why was it at this late date that they finally decided to put your name on it?

A. Because that's the way I wanted it.

Q. Why didn't you ever insist on this before?

A. Well, because I didn't know what would be the best way to go at it.

Q. Was the title issued to--in the name of Box Canyon Trout Company?

A. It never was issued.

Q. Into escrow, or put into escrow?

A. I don't believe it was.

Q. Is that the name of the purchaser in accordance with that agreement?

A. You were mentioning something about escrow.

Q. Isn't that agreement in escrow?

A. It is now, but it wasn't then.

Q. What I'm trying to get at, did you have any title--any interest in that property in your name whatsoever at the time you made your Application for Water Permit, No. 36-706, or 91?

A. Well, I would say that I did have because I paid Idaho Power Company my money and they declared me a successful bidder.

Q. Did they give you a receipt for your money or was your money given to Mr. Hardy and he subsequently paid it to the Idaho Power?

A. It was given to Mr. Heikes of the Idaho Power Company.

Q. And the title or the deed or whatever, if anything, on the bid award

was issued in Box Canyon Trout Company's name, is that correct?

A. No, I'm not sure on that point.

Q. Do you have any interest in Box Canyon Trout Company?

A. Yes.

Q. What?

A. I have a half interest, undivided half interest.

Q. As of when?

A. In the land.

Q. Ten days ago?

A. Yes.

Q. But you didn't prior to that, did you?

A. Yes, I did.

Q. What?

A. My attorney told me that I've always had a half interest in the land there because they took my money.

Q. Evidenced by what? Did you have stock certificates or anything else? Were you an officer of this corporation or this company or whatever it is? Were you on the Board of Directors?

A. I was never a part of the Box Canyon Trout Company.

Q. Okay. Well, that's what I was trying to get at. Is your signature notarized on that agreement you just submitted in evidence?

A. Yes.

Q. I don't believe there's any evidence on there. Would you look again and see if your signature's notarized?

A. I believe it is.

Q. When you entered into this agreement with Donald Hinze, evidenced by these three exhibits here, did this not give Mr. Hinze seventy days in which

to comply with terms of the agreement insofar as his part is concerned, seventy days from April 10, 1969?

A. Well, I thought it did at the time, but since then, I've found out that it didn't.

Q. Why didn't it?

A. Because on August the 6th, 1969, Mr. Wesley Reynolds came down to me and threw a check down on my table and said, "Lookit here, Dick, we never did have an option with you. Here is the check that was never cashed."

Q. Well, what has Mr. Reynolds got to do with this at that late date? Doesn't this document speak for itself?

A. Well---

Q. You're talking about August 6, which is long past the seventy day limit, isn't it?

A. Well, there was never any earnest money put up, so how can an earnest money agreement be good?

Q. Wasn't there any earnest money placed in escrow with the Hackney Agency?

A. No, sir, there was not. To my knowledge, there was not.

Q. Didn't you, in effect--even if there wasn't, didn't you in effect ratify this agreement by taking the $1500.00 down payment on August?

A. I didn't. On August?

Q. Yes.

A. This was another, this was not the same agreement. This was a new agreement.

Q. What do you mean? Did you enter into a new agreement separate and apart?

A. Yes.

Q. Other than---

A. With Mr. Reynolds and Mr. Werth and they wanted to put Mr. Hinze's name on the contract because they said they didn't want him--to put him out of the deal. I told them I didn't want to have anything more to do with Mr. Hinze, but they said, "Well, let's put his name on. He can't do one thing without our approval." And I said, "All right, if you want to stick his name on the top, all right, but I don't want any more to do with him." And he didn't pay me any money.

Q. But you are saying that you did enter into an agreement back in April or whenever these earnest money agreements were drawn up and you had made arrangements with Mr. Hinze. There was a seventy day provision in there, isn't this correct?

A. Provided he put up the money, but he never put it up.

Q. At a later date, it was put up, wasn't it?

A. Not this money was not.

Q. $1500?

A. No.

Q. Didn't you accept $1500?

A. That check was never cashed.

Q. It was never cashed?

A. No, it wasn't.

Q. I'll show you a photostatic copy of a check for $500.00 here that's issued to you and signed by Kenneth Werth. Do you recall receiving that check?

A. This was not on the original deal we're talking about.

Q. Well, I realize the date on this is August.

A. Yes.

Q. All right. Did you accept that?

A. Yes, I did.

Q. Did you endorse it? There's a photostatic copy of the back of that check. Did you endorse that and cash it?

A. Yes, I did.

Q. Then you did accept money, is that correct?

A. From Werth and Mr. Reynolds.

Q. All right. Was the total of that $1500?

A. Yes, this was, but there was another $1500.00 to be paid in forty-five days and they never---

Q. They never paid it so the agreement was off, isn't that correct?

A. This is right.

MR. SMITH: I'd like to introduce a copy of this check into evidence. Do you have any objection now?

MR. ROSHOLT: No.

MR. HIGGINSON: Without objection, we will admit applicant's eight.

Q. What happened to the contract for sale of that land that your attorney, Mr. Ted Behm drew up?

A. What happened to the contract?

Q. Was it ever consummated?

A. No, it never was.

Q. All right. Now, correct me if I'm wrong, but you have an application or a permit that has now been issued for 300 c.f.s. in Box Canyon and you have a permit application in now for--what is the total of that, 300 more?

A. Earl Hardy and I have that.

Q. Yes. How much is that for?

A. For 300 cubic feet.

Q. What are you going to do with 600 feet of water?

A. Well, we have ample room for 300 feet on my original application for my own land and there's also room for 300 feet to be used on the land we purchased for $102,000.00, which they think is dry land.

Q. Has anything been done to develop that permit that you have issued to you?

A. No, I haven't proceeded with that because I felt that it's necessary to get a right of way across the government land.

Q. Are you in the fish propagation business now?

A. Yes, I am.

Q. How big a place do you have and what do you do with it?

A. I don't think this has anything to do with this hearing.

Q. Well, do you have a diversion work to this operation of yours now?

A. Mr. Chairman?

MR. HIGGINSON: He's asking you a question, why don't you respond to it?

A. Well, there's no reason not to, but I don't really see that it is pertinent to what we're talking about here.

Q. Well, I think it will be of interest.

A. Do I have a diversion?

Q. Yes. Do you have to divert the water from its stream into, and carry it through a canal or viaduct?

A. Yes, this is true.

Q. How long is this viaduct or canal or whatever it is?

A. It's around 2,000 feet.

Q. 2,000 feet. Approximately a half mile or so?

A. It's less than that--a half mile.

Q. Is--do you experience any difficulty with this type of an operation? I mean diverting it this distance? Does this cause you any problems?

A. Well, there is a slight change in temperature of the water because I'm not carrying a large volume of water at this time.

Q. I see. What is the volume of water you're carrying?

A. Around 20 cubic feet per second.

Q. In your opinion, would it affect it much if you were carrying the 300 that you're applying for?

A. No, I don't believe it would.

Q. How much did you pay for this land, Lots 3, 4 and 7?

A. I purchased that on a contract with some other land for a total price of $60,000.

Q. Was any water included in that?

A. Just for irrigation.

Q. And you were attempting to sell this by an option agreement to Mr. Hinze for $250,000. Is that correct?

A. I was not attempting to sell it. They came to me and offered me that much money for it, and I felt that it was my privilege to do this if I felt that it was enough money.

Q. Was it enough money?

A. I think it was a good price.

MR. SMITH: I have no more questions.

MR. HIGGINSON: Anything further, Mr. Rosholt?

Re-examination by Mr. Rosholt

MR. ROSHOLT: I have a couple of questions, yes. I like the sound of a quarter of a million dollars. There's some confusion in my mind as to your statement, Dick, that you didn't ever offer the land, or the water separate from the land and is this, in fact, what you're saying, that on any option or any approach that was made, you were, in fact, agreeing to let the water be sold as an appurtenant part of the land?

A. Yes, this is right.

Q. Would you also go into a slight extent--well, you indicated that you couldn't proceed on your own application which was in question because the B.L.M. was waiting, but you never did, weren't given a chance to say why. Why have you not progressed and what are the problems that you're having with B.L.M. at this point?

A. Well, now, I'd like to clarify that, too, that was stated here earlier-that I had a lot of problems with B.L.M. I never had any problems with them, only that I put in an application for a right of way across their land and they've been very slow on it, and lately they've told me that they would not, if they granted my right of way--that they could not grant other right of ways, which I don't agree with them on, but they felt that I should wait until after these water hearings before they would grant my right of way.

Q. So, in fact, the B.L.M. position is that whoever gets the permit is probably going to get the right of way?

A. Well, I really don't know.

Q. Don't you feel in your own mind that this is what they're doing? They're waiting to decide the right of way question based upon what the outcome of these hearings will be?

A. Well, I'm sure it is, yes, something to do with it.

Q. Some question--question about this contract which you recently entered into. Would you please go into a little bit of the background of your relationship with Earl Hardy and why this contract was executed some two--only some two weeks ago in you and your wife's name individually?

A. Well, it's like I stated before, Earl wanted to go ahead in a corporate form and I wanted to stay in the--as an individual on it and not go ahead with the corporation at this time. We may form another corporation, or

anything could happen after these water filings are resolved. I didn't really feel that it was necessary to go ahead with the corporation at this time.

Q. In fact, had you not previously talked to Earl about proceeding and taking title of the Idaho Power Company's land or entering a contract at least jointly with Box Canyon Trout Company as the purchaser?

A. Yes, this is right.

Q. But it's your own opinion, is it not, that you preferred to proceed to purchase an undivided one half individually and let Box Canyon Trout Company purchase the other one half?

A. Yes, this is what we bid on, was the land, and I would rather just keep that in my own name or my one half undivided interest at this time.

Q. And the contract which you signed some two weeks ago does that to you?

A. Yes.

Q. Thank you. I have no more questions.

MR. HIGGINSON: Mr. Smith, anything?

Re-examination by Mr. Smith

MR. SMITH: Yes, a couple here. Mr. Kaster, on your Permit No. 36-7040 for 300 feet of water, have you done any engineering work on this?

A. Yes, I have.

Q. Who did this for you?

A. Reidesel and Straubhar Engineering.

Q. What did they devise for you in the way of design?

A. What we did mostly was we determined the difference in the heights of the diversion and the land on the other side. I drew up my own engineering for the works of the ponds on my side.

Q. Have you any of those drawings with you?

A. No, I don't have.

Q. In other words, they did the surveying for you, is that correct?

A. Yes, this is true.

Q. And you did your own engineering?

A. Yes.

Q. How about this permit that you have with Mr. Hardy? Has any engineering been done on it?

A. No, we haven't done any engineering on that--except we have--I have run some levels on the land and could see, you know, as to elevations and so forth. I've done my own engineering on it, but I haven't hired anything done---.

Q. I see, and this is the same land that you ran the levels on that you already owned, is this correct?

A. No, this is not the same.

Q. You went out and took some level shots on the Idaho Power property of those two lots, is that what you're saying?

A. Yes.

Q. What are you and Mr. Hardy going to do with this water that comes out if you get this permit for 300 feet and he's got Box Canyon Trout Company and he owns all of that and half the water and you own half the water in you and your wife's name, are you going to split the water as it comes down?

A. I'll work that out with Mr. Hardy.

Q. I take it that you're not in agreement with how you want to use the water or even how you're going to operate this.

A. This is not true.

Q. How are you going to operate it?

A. Well, until we get a water permit, how are we going to figure anything?

Q. In other words, you haven't made any plans whatsoever for the use of this water?

A. Yes, we have.

Q. Well, how can you do that without having it resolved how you're going to operate?

A. We can make preliminary plans without going into engineering costs of three or four thousand dollars.

Q. This engineering work that you did, I assume that you did some engineering work before you even made out your application, didn't you?

A. Well, let me think.

Q. On 7091, didn't you have to submit a plan with this?

A. Yes, we did some of our own.

Q. You did some engineering work?

A. We didn't hire any engineering.

Q. You did your own? Did you do any planning? Did you have any outside consultants or anything else on this?

A. No, I don't believe we did.

Q. You just put together an application, just you and Mr. Hardy, without any engineering on it, I take it then, outside of what you---

A. We'd had a little experience in the fish business, building ponds and so forth.

Q. Did you say that you had a surveyor? I thought you had a surveyor, Reidesel and Straubhar.

A. Yes, this is right.

Q. They did some surveying for you?

A. Not on this land.

Q. Not on this land? Not--and this wasn't, didn't have anything to do with the permit that you are applying for with Mr. Hardy?

A. No.

Q. Why did the B.L.M. turn down your right of way plan? I don't understand.

A. They never did turn it down.

Q. It hasn't been turned down?

A. No, it hasn't.

Q. It's just pending?

A. Right.

MR. SMITH: I don't believe I have any more questions.

MR. ROSHOLT: I'll put Mr. Hardy on to conclude, that's my last witness on whatever we've done so far.

(Whereupon a recess was taken)

MR. HIGGINSON: We'll call the hearing back to order if everyone's ready.

MR. ROSHOLT: I'd like to call Earl Hardy.

Mr. Earl Hardy, upon being duly sworn, was cross-examined by Mr. Rosholt and testified as follows:

MR. ROSHOLT: For the record here, your name and address, please.

A. Earl Hardy, Boise, Idaho.

Q. Is your office located in Boise?

A. Yes, at 1230 Vista Avenue.

Q. And what is your business, Mr. Hardy?

A. Trout farming and processing and distribution of trout.

Q. How long have you been in this business?

A. Twenty-two years, since 1948.

Q. And what type of trout facilities are you interest in at this point?

A. Presently?

Q. Yes.

A. You mean by companies or---

Q. Well--or locations.

A. We have production facilities at Twin Falls, Filer and the Buhl area.

Q. What name do you do business under, in the marketing of the product of each facility?

A. One company I have which I started in 1959 for processing and marketing is the Idaho Trout Processors Company. I also have an interest in the Blue Lakes Trout Farm, which has its own processing and marketing. They're separate companies.

Q. You're all here I presume, the applicant under 70--that's my phone number, I'm going batty on numbers again - 36-7091 and also the protestant of the amended applications filed on 36-7066 and 7068?

A. Right.

Q. What interest do you have in the properties which have been referred to here today as Lots 2 and 5, Section 28; Township 8 South, Range 14 East, Gooding County?

A. I am purchasing one half undivided interest under contract from the Idaho Power Company.

Q. Can you relate to the examiner how--what arrangement you are purchasing this? What were the facts that led up to the purchase, in your own words, the circumstances surrounding the purchase?

A. Mr. Kaster and I made a bid to pay $102,000.00 and we each paid $5100.00 down directly to the power company on October 8. On October 14, they notified us by letter that we were the successful bidder and that they were prepared to enter into a contract and they asked us how we wanted the contract

prepared. A considerable time lapsed between that letter and the time the contract was presented to us because of I guess some delay in their office procedure. As I recall, they mentioned that their legal department was busy with the preparation for rate cases and the contract was not delivered to us until the fore part of December. Also, there was a difference in the type-off description from that which was in the offer of sale and I asked for clarification of it when the title company in Gooding sent up the first--or the power company sent me a copy, but it was so faint you couldn't read it, so finally they had to get one from the title company at Gooding in order to resolve this difference in description. It was the same property, but it was just a different way of describing it. A contract was executed on December 26 under the name of Box Canyon Trout Company.

Q. At that time, was the Box Canyon Trout Company a valid and subsisting corporation?

A. It was.

Q. There has been some testimony today that the contract was recently redrafted and resigned for the inclusion of Mr. Kaster and his wife's names individually. Can you give us your version of that story?

A. Well, as was stated by Mr. Kaster, there were discussions prior to this contract that we would set up a company in the name of the Box Canyon Trout Company to make the purchase with us as sole owner. When the corporation was set up and the contract was subsequently executed, there was a statement placed in the file by Mr. Clemons, Dale Clemons of the firm of Clemons, Stiles and Greens--Green in Boise showing that one half of the stock was to be issued to Mr. Kaster and his wife if they decided to enter into the purchase on that basis but also, of course, I was aware that he might want me to enter into it in their names individually. To me, this was immaterial and certainly his

personal choice. When he concluded his thinking on that, then we had the power company, or relayed this information to the power company, and they, in turn, drafted the contract with each of us purchasing, when I say each of us, the corporation and Mr. and Mrs. Kaster, as joint purchasers.

Q. Your conclusions then is that the Box Canyon Trout Company is, in fact, purchasing an undivided one-half interest in Lots 2 and 5 as advertised, is that your thought?

A. Right.

Q. And that Mr. and Mrs. Kaster also are purchasing an undivided one-half interest?

A. Yes.

Q. As far as development of the site, what is your proposal in that regard?

A. The proposal would be to develop this site on a joint venture basis as we would otherwise individually. Even though technically or legally, the corporation is one of the parties thereto, but my wife and I own 100 per cent of the stock of the Box Canyon Trout Company, so I consider it to be an individual venture, even though I prefer to operate as a corporation, as I do in most instances.

Q. Mr. Hardy, there's been some discussion today concerning about advances made to the Idaho Power Company during past years concerning attempted purchases of the properties in Hagerman Valley, not necessarily Box Canyon, but are you personally aware of any negotiations in that regard?

A. Yes, I am. In fact, I doubt if there's a trout grower in the area over there that hasn't approached them on all the properties from time to time. I wrote my first letter to Mr. Moore regarding their sites in 1955 and received an answer back from Mr. (unable to understand).

Q. What was the decision at that time?

A. He stated that they had originally acquired them, as we sure all know, as possible power sites and even though in 1955 he was aware that---

MR. SMITH: Mr. Examiner, could we get a little foundation on this? I can't understand the relevancy of these 1955 or what sites we're talking about or anything.

MR. HIGGINSON: If you have such letters, it might be well to put them in the record along with the testimony and---

MR. ROSHOLT: I do not, Mr. Examiner. The point of relevance presented, I believe,is Mr. Standal's affidavit as well as his oral testimony goes to the fact that he may have been the sole and only person who ever seriously approached the Idaho Power Company for the purchase of these lands and I'm attempting to support that there were many others,

MR. SMITH: We'll stipulate that there were probably others at some time along the line.

MR. ROSHOLT: Fine, Mr. Hardy, I'm going to show you what's been marked Protestant's Exhibit J, and would you identify that, please?

A. Yes, this is a letter of--dated October fif-fourteenth that I previously referred to from Mr. Heikes accepting our bid. The last sentence says, "Will you please advise at your earliest convenience your desire for the terms of the contract so that it can be prepared."

Q. Would you tell us please who that letter is addressed to?

A. Mr. Earl Hardy and Mr. Richard Kaster.

Q. I move for the introduction of Protestant's Exhibit J.

MR. HIGGINSON: Do you have any objections, Mr. Smith?

MR. SMITH: No objection.

MR. HIGGINSON: It will be admitted then.

MR. ROSHOLT: Mr. Hardy, what's the date on that letter?

A. October 14, 1969.

Q. What was the date you submitted your written bid to them?

A. October 8.

Q. When you received this letter, did you have the feeling that you were going to go through with the contract?

A. Certainly. Beyond that, it was merely a matter of doing the paperwork.

Q. I don't think I have any other questions at this point.

Cross-examination by Mr. Smith

MR. SMITH: I think I have a couple for you, Mr. Hardy, if you would be so kind as to turn your chair around there.

A. I need the exercise. Besides, everybody else has got to.

Q. Now, as I understand it, you received a letter, this letter last introduced into evidence that was dated October 14, so I assume you received it some time around then, a few days later maybe, telling you that you had been a successful bidder on the Idaho Power property, is this correct?

A. Right.

Q. And so on October 27, some week and a half later, you filed your application for water permit, is this correct?

A. Right.

Q. And it wasn't until December or some time in there that you actually had any legal document made from Idaho Power to you for conveyance of this property, is that correct?

A. I can't tell you right when they prepared the contract, but as I said, my recollection is that it came to me the fore part of December. I was in contact with them, as I said before, and they were busy and they would get it out as soon as they---

Q. Then you made your application for water based upon the contents of a letter, is this correct?

A. A bid, money as a downpayment.

Q. But you waited until you received this letter before you filed your application, is this correct?

A. That's right.

Q. And so you did it on the basis of what that letter said, is this correct?

A. Yes.

Q. Would you consider this any different than an option for, or option of lease on a contract to purchase land similar to the one Mr. Kaster made that we have seen in evidence here? What I'm saying is, do you consider this letter of more legal efficacy than an earnest money agreement?

A. Yes, because if I evaluate the testimony here today, these options or documents or whatever they may be, were not valid at the time 7066 and 68 were made.

Q. Was your letter valid for any purpose?

A. It has to speak for itself, I assume. To me, it is valid because they accepted our bid and stated that they'd enter into a contract.

Q. Which is your interpretation?

A. That's my interpretation.

Q. I have no more questions, Mr. Hardy.

MR. HIGGINSON: Mr. Rosholt, anything further?

MR. ROSHOLT: Just a question of procedure, not of Mr. Hardy. Where do we go from here?

MR. HARDY: Am I through?

MR. ROSHOLT: For right now.

MR. PLANKEY: Do we have the unresolved question of how we're going to handle Mr. Lemmon's testimony? We've concluded at least on one point.

MR. HIGGINSON: We still have that question.

MR. ROSHOLT: I have some other affidavits I wish to talk about on 91 and on 68. I'd like the opportunity to query Mr. Hinze as to 68.

MR. SMITH: If I may propose something at this time, I think that we could probably submit Mr. Lemmon's testimony by affidavit based on what we've heard here today. If this would be acceptable with Mr. Rosholt and if he objects to the affidavits, the contents of it, then perhaps by deposition or personal appearance before the hearing examiner.

MR. ROSHOLT: I think we can work that out after I see the affidavits, if it's along the lines I think it's going to be.

MR. HIGGINSON: Can we resolve that then, that you will propose an affidavit of Mr. George Lemmon, submit it to Mr. Rosholt for his perusal. If he has no objection to the admission without cross-examination of Mr. Lemmon to submit his testimony in that manner. If at that time he feels he wants to cross-examine Mr. Lemmon, we will convene a hearing specifically for that purpose.

MR. SMITH: I think this would be agreeable to me.

MR. HIGGINSON: Is it agreeable, Mr. Rosholt?

MR. ROSHOLT: Yes.

MR. HIGGINSON: Fine. We would like to dispose of that matter that way. Now, with regard to the other applications, may I assume that each party is through with regard to any testimony concerning application 36-7066?

MR. ROSHOLT: Yes.

MR. SMITH: Yes.

MR. HIGGINSON: Then we have the consideration of the other applications and I would propose that we just, on the record, open the hearing concerning each of these individually and if you feel that the matters have already been testified to are sufficient, you can so state. If you feel there's additional testimony or information you want in the record on that specific filing---

MR. ROSHOLT: Mr. Chairman, I'd like an opportunity, off the record, to examine the protestant's exhibits that have been introduced thus far. I may have one affidavit that I haven't gotten in regarding the 66.

MR. HIGGINSON: On 7066?

MR. ROSHOLT: Yes.

MR. HIGGINSON: Then we'll go off the record for a few minutes.

(Off the record discussion)

MR. HIGGINSON: I understand that you have some exhibits that you wish to offer, Mr. Rosholt?

MR. ROSHOLT: I understand that everything is stipulated into the record with the exception of--I'd like to identify the flow record, if we can stipulate that constitutes two pages of your official document on the record. I don't think we have any problems.

MR. SMITH: That's agreeable.

MR. HIGGINSON: Would you identify the Information Bulletin?

MR. ROSHOLT: It's Water Information Bulletin No. 6, The Idaho Department of Reclamation, dated August, 1968, at pages 44 and 45, relating to the flows of Box Canyon Springs at the mouth.

MR. HIGGINSON: And that's Protestant's Exhibit Q? If there are no objections then, we'll receive Protestant's Exhibits P--O, P and Q. Then with regard to Application 36-7066, is there anything further from either party?

36-7066

Mr. Smith, did you wish to orally argue that particular application before we go on to the other two?

MR. SMITH: If permissible with the Hearing Examiner, I would like to reserve my argument and combine it at the conclusion of the hearing on all these permits.

MR. HIGGINSON: Fine, I have no objection to that.

MR. ROSHOLT: Excuse me, I wasn't--what was the last part of that?

MR. SMITH: I just asked that I may reserve my argument until the conclusion of hearings on all these permits.

MR. HIGGINSON: Without objection, we will proceed that way.

APPLICATION FOR PERMIT NO. 36-7068

MR. HIGGINSON: We'd like now to consider Application for Permit No. 36-7068 filed by Donald J. Hinze. The application proposes diversion of 500 second feet of water from Box Canyon. This application has been protested by Mr. Kaster and Mr. Hardy and Mr. Standal and Mr. Lemmon.

MR. SMITH: At this time, Mr. Examiner, we would like to move that the protests of Standal and Lemmon be removed, and further, we would like to move that all the testimony elicited and the exhibits admitted in the prior proceeding involving 36-7066 be incorporated insofar as they are relevant with this hearing.

MR. HIGGINSON: Without objection, we will make that record. Is there anything further that either party now wishes to place in the record with regard to 7068?

MR. SMITH: I don't believe so.

MR. HIGGINSON: Mr. Rosholt, did you have any?

MR. ROSHOLT: I would have some questions for Mr. Hinze.

MR. HIGGINSON: Yes, well, we will have some directed at Mr. Hinze, too.

MR. ROSHOLT: Okay. Fine. I believe that you have my exhibits on 68.

MR. HIGGINSON: Okay, do you want to call Mr. Hinze back?

MR. SMITH: Will Mr. Hinze please take the stand.

MR. ROSHOLT: I presume exhibits apply within the terms of the stipulation.

MR. HIGGINSON: Yes, and I assume also that Mr. Hinze is still under oath and he has agreed he's still testifying as he was originally.

MR. ROSHOLT: Who's first?

Cross-examination by MR. SMITH

MR. SMITH: Me. Mr. Hinze, you have testified in the previous examination of you on Application No. 36-7066 about all the events surrounding your original application and the agreement that you had with Mr. Kaster, so we will not go into that, but I would like to ask you some questions about your filing for permit number--I mean your Application for Permit No. 36-7068. These are general questions and you may answer them in as short a fashion as you deem necessary. Number one, did you make the application in good faith?

A. Yes, sir.

Q. Was the application made for any delay or speculative purposes?

A. No, sir.

Q. Did you have any legal interest in the property at the point of application, at the time you made your application?

A. Yes, I did.

Q. Was your interest in the property at the point of application the same as what you testified to in the earlier proceedings?

A. Yes, it was.

MR. HIGGINSON: Excuse me, may I interrupt, Mr. Smith? When you say "point of application," what are you referring to?

MR. SMITH: The point of application of the water.

MR. HIGGINSON: To the beneficial use?

MR. SMITH: To the beneficial use, yes.

MR. HIGGINSON: Not the point of diversion?

MR. SMITH: No. Then you subsequently filed an amended application, is this correct?

A. That's correct, yes.

Q. You filed this on November 26, 1969?

A. I believe so without looking at the date.

Q. Did you have a different point of application of water to beneficial use at that time?

A. Yes, we did.

Q. What was this?

A. This was the Truett Anderson property.

Q. Can you give the hearing examiner the reason why you changed this point of application?

A. Yes, it began to look as though any further negotiations with Mr. Kaster were fruitless, therefore, I introduced an agreement with Norman Standal and George Lemmon to put this water to beneficial use on the piece of property they had, in fact, a purchase option agreement on---

Q. Was this agreement oral or written?

A. Oral.

Q. Does this agreement now stand?

A. Yes, it does.

MR. SMITH: No more questions.

Cross-examination by Mr. Rosholt

Q. Mr. Hinze, as I recall, your original application was filed on June 30, 1969, some eleven days later than the application of Mr. Lemmon and Standal, is this right?

A. This is correct, yes.

Q. And in that application, you alleged that Magic Springs, Inc., again owned the property of the lots of the place of use, which were in that application, Lots 3, 4 and 5. By what--is it by virtue of the same supposed agreement to which you testified here today that you alleged that?

A. Yes.

Q. That, I presume, is limited to Lots 3 and 4, which were those owned by Mr. Kaster?

A. 3, 4 and part of 7.

Q. As I recall, the application was 3, 4 and 5.

A. That was a clerical error there on the part of one of the typists, apparently, at the Department of Reclamation.

Q. Now I think that's in your part of the application. Does the Department of Reclamation prepare your applications for you?

A. No, the typist there typed it for me. It could have been my error, I don't know for sure.

Q. Well, in fact, you have no interest in Lot 5, Section 28; Township 8 on the date of the application.

A. None, whatsoever.

Q. And the only alleged--you allege that Magic Springs, Inc., owned the--and then you put "applicants" in parenthesis owns the land at the place of use, and as I stated, you were alluding to the option agreement which--

A. And I was also alluding to Magic Springs Company, or that is Incorporated, apparently, it was my error.

Q. But we did put on "Magic Springs, Inc."

A. Yes.

Q. In your amended application, Mr. Hinze, you talk about the land of Robert Ring, I believe it is, where you allege the point of beneficial use.

A. Truett Anderson and/or Robert Ring.

Q. Right. Mr. Hinze, I'm going to show you what's going to be marked Protestant's Exhibit No. R, and I'm going to ask you to look at that and I have attempted to mark, I believe, all the land of which we've talked about today. That in 19 being Ring's, that in 29 being the land of Truett Anderson, the lands on the west side of the river in 28 being Kaster's, that in red being the portion we talked about owned by Joe Hansen, and that in pencil being the portion purchased by Hardy and Kaster. Would you, in your own estimation,-- is that accurate as to the ownership of lands where the contract agreement of purchaser's interest in those lands at this point of time?

A. To my knowledge, yes, to the best of my knowledge.

Q. Based on Mr. Hinze's expertise on the lands of Hagerman Valley, I move for the admission of that map so that we can tie all these things together.

MR. HIGGINSON: Do you have objection to the map as identified by Mr. Hinze?

MR. SMITH: It's marked?

MR. HIGGINSON: Yes.

MR. SMITH: We have no objections to its inclusion.

MR. HIGGINSON: It will be received then.

MR. ROSHOLT: Mr. Hinze, we talked about Lots 5, which is the---back to Lots 3 and 4 for a moment, and as I recall, the fact that Protestant's Exhibit 5, which we talked about, had a 70 day provision and also the payment date of June 15. In any event, would not the 70 days have expired by June 30, the date on which you filed this application? With the exception of the oral agreement which you testified covered the gap between the written?

A. That's correct.

Q. Mr. Hinze, if, in fact, you were in agreement with Mr. Standal and Lemmon on June 30, 1969, or on June 19 when you made your oral agreement to let them use a portion of the land you thought you had the option, why did you go ahead and apply for 500 second feet when you knew that there were existing applications at that point in time; two permits to the extent of 500 cubic feet and another application for 400 and at best, the flow of the spring was about 900 second feet.

A. From this viewpoint, Mr. Rosholt, by this time I was probably as thoroughly confused as most people about the way this thing was going, but there began to come to mind situations, for instance, that perhaps some of these initial water filings would not be recognized by the Department of Reclamation at that time. I'm referring specifically to Mountain View Irrigation. Consequently, after that date, they did get--were granted another, I think a one-year extension on their project and this is basically why. In other words, some of you think here we are still trying to---

Q. But at that point, you were in agreement with Mr. Standal, basically, as to going into this Magic Springs, Inc., eventually and Aquaculture, Inc., eventually?

A. Not per se by name, but, yes, in other words, a mutual development of some of these resources and/or talents.

Q. What was your relationship with Wesley Reynolds at that point in time, June 30, 1969?

A. He was a member of Magic Springs Company.

Q. I notice an assignment in the file where he assigned his interest in the application to you on the same date that you filed the amendment. Was there a disagreement there, or what was the reason for that?

A. According to Mr. Reynolds, and again, I can't read his mind, but some time subsequent to the date you have mentioned, Mr. Reynolds entered into a contract with Green Giant Company, whereupon all of his holdings--his farm holdings, agricultural ventures, up on top of Salmon Falls Project up there were leased under a long-time lease agreement to Green Giant Company and Mr. Reynolds decided to move to Tucson, Arizona. In fact, he has completed a home there and this is another---basically, he wanted to retire.

Q. Does he still retain his farming interest in the area?

A. Only on a--well, he still retains ownership, yes, but they are under long-term contracts to Green Giant.

Q. Mr. Hinze, if you were convinced that you could properly represent on June 30, 1969, that you owned or had a right to use portions of Lots 3, 4 and 5, I presume that you must have changed your mind as to those rights so that you came forth with the amended application in November of 69?

A. Yes, this is true. In other words, the September 15 payment to Mr. Kaster of $1500 we did not pay and did not exercise our option.

Q. So, in fact, you are saying then at that point on November 26, that you felt the additional interest in lands, which I think so far only indicated Truett Anderson's lands, would be the place where you would develop if a permit were issued.

A. That's correct.

Q. I don't think it could be disputed, could it, that it would be cheaper--would have been cheaper for you to develop on either Lots 3, 4 or 5 if you had had a recordable interest, or if you had been successful in purchasing.

A. Yes. Or I shouldn't start with yes. No, it can be disputed. In other words, the diversion canal would be an additional expense, whereas the

soil terrain, which consists of on Lot 3, I believe, if I can look at the lot numbers here--Lot 3 and half of Lot 4 is--consists of a form of blow sand which has been accumulated there by wind erosion. Therefore, you must get into total concrete construction on that type of ground. Therefore, it's six of one, half a dozen of the other, probably.

Q. My problem is that on your original application, you alleged that this would cost you $700,000.00 to complete the project, and on your amended application where you carry the water some three quarters of a mile to two miles further, the cost was reduced to $260,000. I just wonder how you go about doing that.

A. Quite easily. The original cost estimate was done on a complete feasibility study made at my request under contract with Reidesel and Straubhar. The figure they came up with was $700,000. After re-evaluating their proposal, we have found many ways to do the job for considerably less money. Therefore, our figures are based on actual bids--to the actual bids of $295,000. This is a bona fide figure.

Q. In other words, the period between June 30 and November 26 was,— the one was a professional engineer's figure and the other was yours?

A. One was a professional engineer's guess estimate and the other one was based on actual bids.

Q. He didn't run out a cost analysis to justify---

A. No.

Q. In your amended application, you allege an option to purchase the lands of Robert Ring. I think they're identified on the map which we recently introduced. Will we see that option today?

MR. SMITH: I think George Lemmon will attach that to his affidavit.

MR. ROSHOLT: Is the option in favor of George Lemmon?

MR. SMITH: He's the one that did the negotiating, as I understand it.

MR. ROSHOLT: Mr. Hinze, if it's your belief that it's not necessary to own lands at the point of application of use at the time the application is submitted, why did you subsequently amend your filing?

A. Number one, Mr. Rosholt, I don't believe I ever stated this is my belief.

Q. It's your belief, then, that you must own lands?

A. I have never made any statement whatsoever. It's according to discussion with the Department. It's kind of a far-fetched conclusion.

Q. One question that I just can't refrain from answering--or from asking, is back to these affidavits which have been earlier submitted in the disagreement between your forces, whatever your organization be, and Mr. Lemmon and Standal whereby you made an agreement as to the use of some land you thought you had a right to and then subsequently both of you protested each other's applications. This bothers me. Can you explain the situation?

A. First of all, I don't believe I ever made any formal protest on Mr. Standal and Mr. Lemmon or Mr. Hardy's or Mr. Kaster's filings at any time. I may be wrong about that.

MR. SMITH: You joined with Standal and Lemmon.

MR. HINZE: Oh, I'm sorry, yes, that's correct. I retract that. Yes, I was involved on the protest against Hardy and Kaster.

MR. ROSHOLT: Mr. Chairman, we already have a letter in record which was introduced primarily only for the effect of the letterhead and I would like to take a look at the exhibit now. Is that not your signature and do you not--did you enter a protest to the application of Mr. Lemmon and Standal dated August 9, 1969?

A. Actually not. This is simply a letter to Mr. Higginson, State

Reclamation Engineer, in reply to a protest filed by Mr. Standal and Mr. Lemmon. In fact, I summed the letter up by saying, if I may read it, "If for some reason your Department should see fit to deny our application, the filing of Mr. Standal and Mr. Lemmon would then come into consideration, which I understand is the procedure on these decisions."

Q. Go on. Would you finish reading, please?

A. Well, that is all there is--the sum of the letter.

Q. Were you--read the first paragraph for us, would you, Mr. Hinze?

A. All right. "Dear Mr. Higginson: We received a letter from Mr. Donald McEldowney of your Department dated August 1, 1969, in reference to the protest to our water right. After reading the copy of the protest that was mailed to us, it would seem that Mr. Standal and Mr. Lemmon were asking quite a lot of your Department and ourselves in waiting for their application to be processed. We filed on this water in good faith with a desirable location to put this water to beneficial use on and followed the necessary procedures, including the publication of our application within the required thirty day period." In other words, all we were requesting was that the Department---

Q. Please read paragraph two.

A. All right. "Had Mr. Standal and Mr. Lemmon followed these same procedures, they could possibly have a valid protest. Because of the fact that they had no land to put this water to beneficial use on, they had to delay the publication of their application past the thirty day publication period. Had their filing been made in good faith rather than of a speculative nature, this stalling would have been unnecessary.

Q. Mr. Hinze, you testified a few minutes ago that you never---

A. This was not a formal protest per se. This was simply a letter.

Q. Was this letter signed by you?

A. Yes, it is.

Q. Did Mr. Reynolds write it?

A. No, I wrote it.

Q. A few minutes ago, I asked you whether you had any conclusion as to whether or not you had to own the water at the alleged place of beneficial use, and I believe you said you had no conclusion on that. Would this be your conclusion?

MR. SMITH: I object to this line of questioning. This is a matter of law to be determined by the hearing examiner. A conclusion which the witness is not qualified to make.

MR. HIGGINSON: He can ask him what he said in the letter and if he's still of the same opinion.

MR. ROSHOLT: Mr. Examiner, I would--Mr. Chairman, I'd just move for the inclusion of this exhibit in total rather than for the limited purpose of the letterhead.

MR. SMITH: I would object to the inclusion of that letter for content for the reason that it is merely an informative letter and has no relevancy to the issues of this trial. Mr. Hinze has testified that he has filed no formal protest and this letter does not constitute a formal protest, and obviously he has no interest in filing one now, so the letter is irrelevant.

MR. HIGGINSON: I think we would have to rule that the letter is officially in the files of our office. Mr. Hinze did make certain statements in there in connection with the filing of Mr. Lemmon and Mr. Standal and I think we'll have to overrule the objection and receive it as part of the record.

MR. ROSHOLT: I have no further questions of Mr. Hinze.

MR. HIGGINSON: Anything further, Mr. Smith?

Re-examination by Mr. Smith

MR. SMITH: Yes, I have a few questions here. Now, it is my understanding

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as you stated earlier, and correct me if I'm wrong, that you never filed a formal protest to the Lemmon-Standal application. Is that correct?

A. That's correct, yes.

Q. What was the intent behind this letter that was just included as evidence?

A. Simply that we were eager to have some form of decision from Mr. Higginson and/or his Department on our pending water applications.

Q. At the point that you wrote that letter you were at odds with Lemmon and Standal to some extent, weren't you?

A. Basically.

Q. At least your interests were opposed to one another.

A. No, I don't believe our interests were ever opposed to each other. We were just going at it from two different paths, frankly.

Q. Had you not both applied for the same water, or did you think there was enough water in there to cover both applications?

A. Theoretically, there could be, yes. Particularly in view of this Mountain View Irrigation thing and frankly in view of lack of progress from Mr. Kaster.

Q. Then you felt that most of those--both of those permits might have been revoked?

A. It was a possibility, yes.

Q. And in the event that they had been revoked, would there have been adequate water in your opinion to fulfill both applications--yours and Standal--Lemmon's?

A. I would say approximately, yes. I don't know how accurate those measurements may be.

Q. Now at the time you made your original application, you set forth that you intended to use this on Lots 3, 4 and 7 belonging to Kaster and you had an option, right?

A. That's correct, sir.

Q. Now this is also the same land that you had by agreement. You were going to permit Standal and Lemmon to apply their water to, is this correct?

A. That's correct.

Q. Now when you amended your application, you amended it to have the point of application of the water on the Truett Anderson place, is this correct?

A. That's correct.

Q. And here again, this was the same land upon which Standal and Lemmon had their designs, is this correct?

A. That's also correct.

Q. How much have you spent out of your own pocket on development of this water application?

A. I can document $10,700.00 to date that was effective July 15 and did not include approximately twelve or fourteen months of effort. This was strictly hard cash expenses.

Q. Well now this $10,000.00, was it all spent on your application, or was some of it spent in other sections?

A. All except $4600.00 was spent specifically on this project on the Box Canyon waters, yes.

Q. And how many months of time would you estimate?

A. I would say at least--out of that, I would say--well, I don't know four to five months, probably, at least. A lot of leg work and a lot of work went into it.

Q. Did you hear Mr. Kaster testify that no money had been placed in escrow when you originally entered into this earnest money agreement?

A. Yes, I did.

Q. Is that correct?

A. To my knowledge, probably correct, yes, since I received the check back uncashed.

Q. When did you receive this back?

A. Oh, I really don't remember. It was some time after the second agreement had been executed and, in fact, we decided not to exercise our second option.

Q. But you did place a check in escrow when the first agreement was drawn up?

A. It was placed in--was given to Mr. Hackney or the Hackney Agency with this agreement and they did not apparently put it in escrow, I don't know.

Q. This was--Mr. Hackney was representing the seller in this particular case?

A. I would say both under this circumstance.

Q. An agent for both parties?

A. Yes, in other words, Mr. Kaster and ourselves really did the negotiations, came to an agreement, did a rough draft, went over to his place and he simply--all he simply did was put the affidavit on and sign it.

Q. Regardless of whether or not the check was actually cashed, there was $1500.00 placed with Mr. Hackney as escrow for this agreement?

A. That's absolutely correct.

Q. I have no further questions.

MR. HIGGINSON: Thank you, Mr. Hinze, you may be excused. Is there

anything further then that we should have in the record in regard to 36-7068 with the exception of the summation you may want to make?

MR. SMITH: Isn't there going to be any evidence to support the protest on this, outside of---?

MR. ROSHOLT: I think that covers basically everything that we've protested,--protested ownership of land through Mr. Standal and Mr. Hinze. Basically, with the exhibits that are in, everything that I planned to cover is in the record.

MR. SMITH: There's nothing more on 68, I guess.

APPLICATION FOR PERMIT NO. 36-7069

MR. HIGGINSON: Then we will proceed with regard to Application 36-7069, which was filed by Donald Hinze for 20 second feet of water from Blind Canyon. This application was protested by Mr. Standal, Mr. Lemmon, by the Idaho Power Company, and I believe that's it.

MR. SMITH: We would move at this time that the protests on the part of Standal and Lemmon be removed, and Idaho Power isn't present to support their protest, so I assume that they no longer wish to.

MR. ROSHOLT: One point, Mr. Examiner. Although my clients are not official protestants, of course, they succeed to the interests of the Idaho Power Company in those lands and if per chance the diversion which is contemplated in that application is, in fact, on the lands being purchased by Mr. Hardy and Mr. Kaster, we will expect that the permit, if issued, would reflect that.

MR. HIGGINSON: I was going to ask specifically if you claim ownership of the protest by reason of the contract on the land.

MR. ROSHOLT: That's the only point I wish to make in regard to---

MR. SMITH: Was there any protest filed by either Mr. Hardy or Mr. Kaster on this?

MR. HIGGINSON: It was protested by Idaho Power and by Mr. Standal and Mr. Lemmon.

MR. SMITH: Well, then, I take it there are no protests on this now to be considered in whether or not the permit is issued.

MR. ROSHOLT: I don't think it matters, because if the point of diversion is really outside the lands or on the lands being purchased by these gentlemen, they could condemn it anyway. So that's really a moot point.

APPLICATION FOR PERMIT NO. 36-7091

MR. HIGGINSON: All right, then, let's proceed onto the final application, in effect, Application 36-7091. Mr. Hardy's and Mr. Kaster's application protested by Mr. Lemmon, Mr. Standal, and Mr. Hinze. Is there further testimony that we need with regard to this? I understand in connection with this application that parties are agreed that we will consider as part of the record of this hearing, matters that have been previously testified today concerning the other three.

MR. SMITH: Could I have about five minutes, Mr. Examiner, to converse with Mr. Rosholt? I think that he had some things he wanted to show me and there may be matters that we might just stipulate the facts.

MR. HIGGINSON: A five minute recess, yes.

(Whereupon a recess was taken)

MR. HIGGINSON: All right, are we ready to go with Application 7091?

MR. ROSHOLT: Yes, sir. We call Mr. Hardy back to the stand.

MR. HIGGINSON: Mr. Hardy, I advise you that you are still under oath in connection with the matters that you testified to earlier.

MR. ROSHOLT: Mr. Examiner, before we proceed, I have a few things that I think we can stipulate.

(Off the record discussion)

Cross-examination by Mr. Rosholt

Q. Mr. Hardy, you're one of the applicants under 36-7091. What was--on what date do you feel that you acquired interest in this property?

A. October 8, 1969.

Q. And that was, I presume, as a result of your bid to the Idaho Power Company?

A. Yes.

Q. Has it ever been your intention to do otherwise than to proceed to tie that contract down and to proceed with the purchase of that property?

A. It was-my purpose in bidding on it was to purchase it and develop it and operate it.

Q. You're the same Mr. Hardy, the applicant under 36-7091?

A. Yes.

Q. And since you knew some time in September that you would be an applicant, or that you would attempt to purchase the power company property, why did you not file an application to divert water at that time?

A. September? Yes, I believe that for one to file on water, that the applicant should have a valid executed right to use the land to which the water is to be devoted to beneficial use.

Q. If your application is granted, do you feel you can pursue this to conclusion and construct the facility which you represented in your application?

A. I certainly do.

Q. Is it your intention to do so?

A. Yes.

Q. Is it within your capabilities to do so?

A. No question, in my mind.

Q. In your application, you did not submit a detailed engineering plan

to application of the water. Could you explain that to the examiner?

A. Certainly. I spent $5100 for the downpayment as testified before. I--the company--I spent considerable money for legal fees, and I didn't feel that at this point, or at that point, that I should go into extensive engineering work until I knew what I was working with. I'd like to add to what Mr. Kaster said, and that is we did go over the plan of previous engineering, very detailed engineering, showing grades of the entire Box Canyon land that we'd purchased. It was prepared by the State Fish & Game Commission and I reviewed this very carefully as to the grade at the point of diversion and at all parts of the land which is involved in our layout of the hatchery. In Mr. Smith's protest, I noticed that there was a map that I can see I gave the department was missing, at least, I didn't get a copy of it wherein I showed that the general layout of ponds on the--we proposed to build on the land. Looking at 7066 and 7068, I believe that my plan is certainly as good a detail as those submitted on those two applications. Further, the only engineering drawing I saw in these two other applications was a very general plan of diversion. I think our work is, with the exception of that one general document, is in as much detail as the other two applications.

Q. Do you feel you can beneficially apply 3,000 cubic feet per second of water to beneficial use within five years on the property you purchased? 300 cubic feet per second?

A. Yes, I do.

Q. What kind of trout would you be raising that would be using that much water?

A. I do not agree, based on my experience, that you take ten cubic feet of water and grow to ten thousand pounds of trout that's used. I think this depends entirely upon the drain, the grade of the property, and how it can

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be utilized. At Box Canyon site we have, as I stated in my letter to the department, we have a contiguous land use insofar as length of run is concerned. This means that more water has to be used in order to obtain the maximum production. I also have learned from experience that our theories sometimes work out and sometimes they don't, and these sites have to be taken as the good Lord left them and some will yield what is used as a rule of thumb and some will not.

Q. Why didn't you apply for 500 cubic feet per second?

A. For two reasons. One was that the existing permits, the one of Mr. Kaster's and one of Mountain View Irrigation, totaled 500 second feet. There was only 350 second feet left in the stream, and from a standpoint of the preservation of the stream flow, I felt--and I talked to Dick about this--that we shouldn't ask for the maximum balance, that there should be at least 50 second feet left in the natural stream flow for the natural propagation of trout or from the standpoint of the fisheries resource and from the standpoint of the public use.

Q. In regard to your application, you alleged that in response to question nine--in question A, you responded that the B.L.M. owned the land at the point of diversion. In B, you indicated that the Idaho Power Company. Under your plan would it be--is it necessary for you, after the purchase of these lands, to still divert from B.L.M. land?

A. Yes. The natural and best diversion, as I see it there in looking at the grades, would be over B.L.M. land.

Q. Would there be a question as to whether or not you can use in excess of 300 cubic feet per second on the site?

A. Can we use in excess of 300?

Q. Yes.

A. Yes.

Q. Do you feel that you can conclude the construction in five years within the estimate of $75,000.00 which you allege?

A. Yes, I certainly do.

MR. ROSHOLT: I have no further questions at this point.

Cross-examination by Mr. Smith

Q. Okay, Mr. Hardy, I have some. You heard Mr. Kaster testify that there was no engineering work done on this job, didn't you?

A. Ah---

Q. Professional engineering, outside of his own.

A. Yes.

Q. You made some reference to detailed studies or something that you went over when you were planning this job?

A. Um-hum.

Q. Can you describe exactly what the detailed studies were?

A. Yes. They were a very sophisticated set of grades taken by an engineering firm for the State Fish & Game Commission.

Q. Are you talking about a topog map? Is it a contour map?

A. No, they had that, but it is beyond that. They had--I can't recall the specific area, but it might have been in hundreds of feet and they had a grade for each small area of that whole tract there because the State Fish & Game Commissioner, as you may know, considered developing a hatchery on the Box Canyon site with the Idaho Power Company land several years ago and this I studied to look at the relationship of the point of diversion to the area wherein we proposed to build the ponds.

Q. What could you ascertain from looking at that elevation map, other than the fact that there is a difference in grade of so many feet between the

point of diversion and the point of application?

A. What could I ascertain?

Q. Yes.

A. That's really all I need to know.

Q. Is that your detailed study, then, that you're referring to?

A. In my experiences of the trout hatcheries, this is what I've always studied.

Q. Well, this is the extent of your detailed study, then, is that correct?

A. Well, of course, I was on the ground--I looked at the soil, I examined the soil myself, and---

Q. Did you have any soil tests made or anything like that?

A. No, I had no tests made.

Q. Did you take any core samplings or anything else?

A. No, I've had enough experience in the area, both with blow sand, sand and clay, and a combination of rock and clay that I formed one opinion on--

Q. Are you saying that by just looking at the surface of the ground that you can ascertain what the subsurface is and what sort of cohesion you get out of the soil?

A. I did not say that I could do this in final, but when the time came for me to make the additional studies that would be necessary, then, of course, I would do this.

Q. But in truth what you are saying is that you looked at the difference in elevation between the point of planned diversion and the point of application and also walked around the site some and that was the extent of your studies, your engineering studies, is this true?

A. That's right.

Q. Okay. And I take it, in accordance with what Mr. Kaster says, that no money had been expended whatsoever for engineering studies or anything else pertaining to this particular application for permit. Is that correct?

A. That's right.

Q. Now, earlier, Mr. Rosholt and I entered into a stipulation that we would accept two pages out of the Department of Water Administration's booklet whereby they estimated that the maximum discharge from Box Canyon was in the neighborhood of 852 cubic feet per second. Have you any reason to believe that there might be more water than this available?

A. No, it's the only mention that I have ever seen. Only the one measurement has been taken that I'm aware of.

Q. If there are only 852 cubic feet per second, then there's hardly sufficient water left to fulfill your application, is there?

A. On what basis are you stating that?

Q. Assuming that there are two permits now granted for a total of 500 cubic feet and there are two permits pending which are a total of 800 feet and yours comes in last.

A. Well, Mr. Smith, I didn't consider the 7066 and 7068 valid filings and when I made the filing of 7091, I considered it to be an effective and timely filing.

Q. But if they were granted, either one of these permits that precede--permit applications that precede yours, if they were granted, there would be insufficient water to fulfill your application, wouldn't there?

A. That is right.

Q. Now, you just testified that, in response to Mr. Rosholt's question about the possibility of completing this project, that you had the financial wherewithal and that you would pursue it to conclusion if you were granted the permit, is this not correct?

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A. Yes.

Q. I assume that you're talking about Box Canyon Trout Company's interest?

A. Yes.

Q. In the event that Mr. Kaster cannot finance his portion of this or one-half of this, is this to mean that you would finance Mr. Kaster's?

A. That is purely an assumption. I have no reason to believe that Mr. Kaster can't finance his portion of it.

Q. Do you know anything about Mr. Kaster's financial status?

A. Personally, I do not except---

Q. Does he owe you money?

A. No, I owe him money.

Q. How much do you owe?

A. Can I figure a minute?

Q. Yes.

A. He does owe me money. I'd like to retract that. He owes me $24.75 on the escrow to Idaho First National Bank.

Q. All right, you may deduct that from the amount that you say you owe him.

A. $42,800.

Q. How much?

A. $42,800.

Q. Is this on a contract, or what's the basis of this debt?

A. The basis is for capital stock that I purchased from Mr. Kaster in Clear Lakes Trout Company which we were both owners in, and he elected to sell his stock and I purchased it on a contract.

Q. What are the terms of that contract? Installment payment or---

A. Yes.

Q. When was the last time you made a payment to Mr. Kaster?

A. The last time?

Q. Yes.

A. In September of this year.

Q. How much was the installment?

A. This figure I gave you, Mr. Smith, is the principal amount. It carries six per cent interest. I paid in September of this year $7500.

Q. Is this an annual installment of $7500?

A. Two payments a year; one for $2800 a year, which is interest free and the other is for $5000 a year plus interest.

Q. Have you kept up your part of that agreement?

A. Yes. I paid a total, not including interest, of $19,600, interest of $5500 to date.

Q. How many pounds of trout do you expect to grow per cubic foot of space in these ponds, providing your permit is granted? Have you made any feasibility studies in this?

A. I've never been involved in an operation where the length of the run which is on the Box Canyon site is the same, and as I said by experience, I know that no two places are alike nor do they produce alike, now, we all have a lot of theories. I make predictions every day on the production out of farms that we've operated for ten-fifteen years, and it's amazing how far off the mark we are.

Q. How would you estimate your output of these ponds if you were-- make a guess.

A. Well, I use the same criteria that Mr. Standal uses and Mr. Hinze, then for 300 second feet of water you produce 3,000,000 pound of trout and

perhaps we can. The big question then would be selling it.

Q. Well, this letter that you alluded to earlier that you wrote the Department of Reclamation, you stated that you could not use, economically, the water that was applied for. In essence, this is what you said because the lengths of run were too short.

A. I did not. If you get that inference from it, that is not what I intended nor what I attempted to say.

Q. What did you attempt to say?

A. That if they were evaluated, the Department should evaluate the production of trout based on this formula, this key, and they concluded that any application, mine or Mr. Standal's or Mr. Hinze's or--supposed to be reduced, or if there was water granted to all applicants, or whatever basis they may do it on, what I was saying is that there was not enough length of run to use the water to get the maximum use out of it, therefore, more water was required to produce a given quantity of trout.

Q. Isn't this, in effect, saying that you're not getting very efficient use of the water?

A. Well, I think the efficiency of the use of that water can be used just as well--

Q. If you had longer runs, wouldn't you have a higher efficiency of use of water?

A. Yes.

Q. Well, then, in effect, your letter says that you aren't getting maximum efficiency, is that correct?

A. I did not say that or I didn't intend it. We could use, as I calculate, we could use the full 860 second feet on that site. In my own mind, I know we could do it. The entire stream flow of Box Canyon Springs

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could be utilized on the Box Canyon site alone. There are 2,000 feet of spread.

MR. SMITH: Okay, that answers my question. I have no more questions.

MR. HIGGINSON: Mr. Rosholt, did you wish to ask questions?

MR. ROSHOLT: I have no further questions of Mr. Hardy.

MR. HIGGINSON: Thank you, Mr. Hardy. Did you wish to call other witnesses in connection with this particular matter, Mr. Rosholt?

MR. ROSHOLT: I'd like to call Mr. Kaster to the stand. I'd like to recall Mr. Kaster.

MR. HIGGINSON: Agree that Mr. Kaster, having previously testified and given information on record of this hearing, he's still under oath on the testimony on 7091.

Cross-examination by Mr. Rosholt

Q. Mr. Kaster, you were a joint applicant with Mr. Hardy on 7091. Do you plan to do those things as alleged for the development of the site?

A. Yes, I do.

Q. Are you financially responsible?

A. Yes, I am.

Q. Do you think you can uphold your half of any bargain, any joint venture for the development of that site?

A. Yes, I do.

Q. That's all I have.

MR. HIGGINSON: Mr. Smith will have some questions, I'm sure.

Cross-examination by Mr. Smith

Q. Mr. Kaster, have you any proof whatsoever of your financial responsibility outside of your uncorroborated testimony?

A. Yes, I do have.

Q. Would you please present it?

A. Should I present this now, gentlemen?

Exh "O"

Q. If you're referring to that affidavit, it is inadmissible and we would object to the inclusion of that affidavit. It has no money figures on it, doesn't tell what you're responsible for, and Mr. ( ) is not present to be cross-examined pursuant to rules of this court. So now do you have any evidence of your financial responsibility?

A. No, I don't have with me.

Q. All right, I have no more questions of this witness.

MR. ROSHOLT: Without going into your private, personal financial affairs, doesn't Mr. Hardy still owe you some $40,000.00 on this contract?

A. Yes, this is true.

Q. Has he been current on that contract?

A. Yes, he sure has.

Q. No more questions.

MR. HIGGINSON: Thank you, Mr. Kaster. Anything further, then, in connection with 7091?

MR. ROSHOLT: I have nothing.

MR. SMITH: Nothing.

MR. HIGGINSON: Nothing further then, if either of you wishes to make summary statement or in connection with all these files here in---

MR. SMITH: Mr. Examiner, could I have about ten minutes to consolidate my notes for argument and present it at that time, in ten minutes?

MR. HIGGINSON: Fine with me.

MR. ROSHOLT: Mr. Chairman, I think everything's in the record. If Mr. Smith wishes to argue, I'd take the opportunity to do so, but I would still request the right to submit a written memorandum of authority and argument

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within ten days from the completion of the hearing--whenever the affidavit is submitted.

MR. HIGGINSON: Mr. Smith, would you have any objection to--in addition to oral argument--that you care to make at this time to submit such memorandum?

MR. SMITH: If Mr. Rosholt wishes to submit written memorandum, I would request that I be given an opportunity to answer that written memorandum, and in that event, I would waive my argument at this time.

MR. ROSHOLT: Mr. Chairman, I think that in the nature of things with me being the protestant on three of the applications, or two of the applications officially, if that is the procedure, I would prepare a memorandum and submit it, a copy to Mr. Smith, to have an opportunity to answer it and I have a chance to respond, I think is---

MR. PLANKEY: I wonder, at least, it's been my experience in other courts that things get done---we know that we're going a little better if we put a time limit on this. Well, let's first get to--we still have Mr. Lemmon's affidavit and your objections to it. I would think that--what--ten days would certainly be sufficient for us to get his affidavit in--five?

MR. SMITH: We can probably, within five days, get---

MR. KASTER: He was dying last week.

MR. SMITH: What, five days, John, to object to it? And you're going to write the first brief. How many days--

MR. ROSHOLT: I would presume that we then take ten days, if you wish, to submit a written brief in protest of 7091 and work the same deal both ways.

MR. SMITH: All right.

MR. ROSHOLT: And then I could have my original--I would like to consolidate my notes on 66 and 68 and I'd be given an opportunity to respond to

yours in another ten days and you the same.

MR. STANDAL: We got trapped on the brief thing once before where it took us six months to get through the briefs.

MR. HIGGINSON: All right, are we in agreement, then, with regard to Mr. Lemmon's affidavit? You'll attempt to procure that within the five day period?

MR. PLANKEY: I think that's correct.

MR. HIGGINSON: Mr. Rosholt will have five days within which to object to it if he does at that time, we determine whether we're going to convene a hearing for the purpose of taking his testimony at some time that we can agree upon.

MR. PLANKEY: Yes.

MR. HIGGINSON: If there is agreement, no objection, then you will then submit a memorandum within what time?

MR. ROSHOLT: Ten days after that is fine with me.

MR. HIGGINSON: And you want how much time to answer?

MR. SMITH: An additional ten days and this would be reciprocal in ten--sixty--ninety-one---and he would submit the other two within ten.

MR. HIGGINSON: Very fine, Is there anything further with those agreements?

MR. ROSHOLT: I have nothing, Mr. Chairman.

MR. SMITH: Nothing.

MR. HIGGINSON: We are, let's say recessed or adjourned, depending on the outcome of Mr. Lemmon's affidavit.

I hereby certify that the foregoing is a true and correct transcript of the hearing held by me in Twin Falls, Idaho, on October 19, 1970, as taken from a tape recording made at that time.

Dated this 31 day of May, 1972.

R. KEITH HIGGINSON
Director

See Part 2 of 2
for additional information.

this Part contains all info prior to 1973.

Boyle Canyon

State of Idaho

Department of Water Administration

RECEIVED
DEC 27 1972
Department of Water Administration

ASSIGNMENT OF PERMIT

I, George H. Lemmon, hereby assign to Aquaculture Industries, Inc.

of P.O. Box 326 Hagerman, Idaho 83332,
Address

CHECK ONE

[x] All my right, title, and interest, in and to Permit No. 36-7066 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 19 day of December, 19 72.

Geo. H. Lemmon
Permit Holder

Irene E. Lemmon
Spouse of Permit Holder

State of Idaho)
County of Gooding) ss.

On this 19th day of December, 19 72, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.

L. W. Hamm
Notary Public residing at
Hagerman, Idaho

My commission expires: 3-3-75

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State of Idaho

Department of Water Administration

ASSIGNMENT OF PERMIT

I, Norman S. Standal, hereby assign to Aquaculture Industries, Inc.

of P. O. Box 326 Hagerman, Idaho 83332,
Address

CHECK ONE

[XX] All my right, title, and interest, in and to Permit No. 36 7066 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 14 day of December, 1972.

Norman S. Standal
Permit Holder

Mrs. Anita J. Standal
Spouse of Permit Holder

State of Idaho)
County of Gooding) ss.

On this 14th day of December, 1972, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.

David R. Nicholson
Notary Public residing at
Hagerman Idaho

My commission expires: 7-13-75

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BEFORE THE DIRECTOR

OF THE

IDAHO DEPARTMENT OF WATER ADMINISTRATION

In the Matter of Application for Permit No. 36-7066, George Lemmon and Norman Standal; Application for Permit No. 36-7068, Donald J. Hinze; Application for Permit No. 36-7069, Donald J. Hinze; Application for Permit No. 36-7091, Earl M. Hardy and Richard Kaster; Amended Application for Permit No. 36-7066, George Lemmon and Norman Standal; Amended Application for Permit No. 36-7068, Donald J. Hinze; and Amended Application for Permit No. 36-7069, Donald J. Hinze	Findings of Fact Conclusion of Law and Order

This matter came before the Director of the Department of Water Administration, State of Idaho (formerly the Department of Reclamation), upon the protest of Richard Kaster to Application for Permit No. 36-7066, the protest of Richard Kaster to Application for Permit No. 36-7068, the protest of George Lemmon, Norman Standal and Donald Hinze to Application for Permit No. 36-7091, the protest of Richard Kaster and Earl M. Hardy to Amended Application for Permit No. 36-7066, and the protest of Richard Kaster and Earl M. Hardy to Amended Application for Permit No. 36-7068. Norman Standal, George Lemmon and Donald J. Hinze were represented by Leon Smith, of the firm of Kramer, Plankey & Meehl, and John A. Rosholt, of the firm of Parry, Robertson, Daly and Larson, represented Applicants Earl M. Hardy and Richard Kaster. Additional protests filed by Idaho Power Company, Riedesel and Straubhar Engineers, Donald J. Hinze, and George Lemmon and Norman Standal against the granting of certain of the Applications or Amended Applications were withdrawn before or during the hearings.

A pre-hearing conference was held, on June 23, 1970, at which time the parties agreed to consolidate the matters for the purpose of hearing and further agreed to attempt to reach a stipulated agreement concerning the issues and facts and to submit the applications for decision by the Director of the Department of Water Administration by brief filed by each party.

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The Department was subsequently notified that the parties were not able to reach an agreement and that they wished separate hearings to be held concerning the protests to the various applications. Hearings regarding these applications were scheduled for October 5, 1970 and were continued at the request of the parties and held in Twin Falls, Idaho, on October 19, 1970. Upon conclusion of the hearings each of the parties submitted briefs covering the issues of fact and law.

The Director of the Department of Water Administration being fully advised in the premises hereby enters Findings of Fact, Conclusions of Law, and Order.

FINDINGS OF FACT

(1) Application No. 36-7066 was filed by George Lemmon and Norman Standal, on June 19, 1969, for a permit to appropriate 400.0 second feet of water from Box and Blind Canyon Creeks to be used from January 1 to December 31 for fish propagation and from April 1 to October 31 for irrigation of 20 acres of land in "Lots 2 and 5 and/or 3, 4, and 7" of Section 28, Twp. 8 S., Rge. 14 E., B.M. In answer to question 9 on the application form, the applicants alledged that the property at the proposed point of diversion and place of use of the water was owned by Idaho Power Company and/or Magic Springs, Inc., but that the applicants held a lease, which enabled them to make the filing.

Notice of the proposed appropriation was published in the Gooding County Leader, on August 14 and 21, 1969. A protest against the granting of the permit was filed by Richard Kaster who alledged that the application was not filed in good faith but for speculative and delaying purposes.

(2) Application No. 36-7068 was filed by Wesley E. Reynolds and/or Donald J. Hinze, on June 27, 1969, for a permit to appropriate 500 second feet of water from Box Canyon Creek for year-round fish propagation purposes in Lots 3, 4, and 5, Sec. 28, Twp. 8 S., Rge. 14 E., B.M. The application indicates that the land at the proposed point of diversion and place of use is owned by the Bureau of Land Management or by Magic Springs, Inc., an organization in which the applicants apparently claimed to have an interest.

Notice of the proposed appropriation was published in the Gooding County Leader, on July 17 and 24, 1969. A protest against the granting of the permit was filed by Richard Kaster who alledged that the application was filed for delay and speculative purposes and not in good faith.

(3) Application No. 36-7069 was filed by Wesley E. Reynolds and/or Donald J. Hinze,

on June 27, 1969, for a permit to appropriate 20 second feet of water from Blind Canyon Creek for year-round fish propagation in Lots 3, 4, and 5 Sec. 28, Twp. 8 S., Rge. 14 E., B.M. The application claims the land at the proposed point of diversion is owned by the Idaho Power Company, but that applicants have a lease which enables them to use it and that they own the land at the place of use.

Notice of the proposed appropriation was published in the Gooding County Leader, on July 17 and 24, 1969. Protest against the granting of the permit was filed by Idaho Power Company, which alledged that the waters sought by the applicants are private waters under the terms of Section 42-212, Idaho Code, and can therefor not be appropriated without the Company's consent, and further that the proposed appropriation would interfere with the natural beauty of the springs and is invalid since it does not comply with requirements of Idaho law.

(4) Application No. 36-7091 was filed by Earl M. Hardy and Richard Kaster, on October 27, 1969, for a permit to appropriate 300 second feet of water from Box Canyon Spring for year-round fish propagation in Lots 2 and 5, Section 28, Twp. 8 S., Rge. 14 E., B.M. The applicants indicate the property at the proposed point of diversion and place of use is owned by the Bureau of Land Management and Idaho Power Company but that it is being purchased under contract from the owner.

Notice of the proposed appropriation was published in the Gooding County Leader, on November 6 and 13, 1969. Protest against the granting of the permit was filed by George Lemmon, Norman Standal, and Donald Hinze who alledged that the application does not comply with the requirements of state law and that it was filed for delay and speculative purposes, and further that the applicants lack the financial resources with which to complete the project.

(5) Amended Application No. 36-7066 was filed by George Lemmon and Norman Standal, on November 26, 1969, for a permit to appropriate 380 second feet of water from Box Canyon Creek and 20 second feet of water from Blind Canyon Creek for year-round fish propagation purposes in the $N\frac{1}{2}NW\frac{1}{4}$ Sec. 29, $NW\frac{1}{4}SE\frac{1}{4}$ Sec. 28; $SW\frac{1}{4}SW\frac{1}{4}$ Sec. 20, Twp. 8 S., Rge. 14 E., B.M. The application indicates that the lands at the proposed point of diversion and place of intended use of water are owned by persons or organizations other than the applicants but that they held lease and sale agreements or verbal agreements with the land owners which enabled them to make the filing.

Notice of the amended proposed appropriation was published in the Gooding County Leader,

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on December 11 and 18, 1969. Protests against the granting of the permit were filed by Richard Kaster and Earl M. Hardy who alledged that the application was filed for delay or speculative purposes and further that allowance of Application for Permit No. 36-7066 would interfere with rights initiated through the protestants filing No. 36-7091.

(6) Amended Application No. 36-7068 was filed by Donald J. Hinze, on November 26, 1969, for a permit to appropriate 500 second feet of water from Box Canyon Spring to be used for year-round fish propagation purposes in $SW\frac{1}{4}SW\frac{1}{4}$ Sec. 20, $N\frac{1}{2}NW\frac{1}{4}$ Sec. 29, and $E\frac{1}{2}SE\frac{1}{4}$ Sec. 19, Twp. 8 S., Rge. 14 E., B.M. The applicant alledged that the land at the proposed point of diversion is controlled by the U. S. Bureau of Land Management and that the land at the proposed place of use is owned by Truett E. Anderson and Robert Ring but that he holds a lease and sale agreement for Mr. Anderson's land and an option to purchase Mr. Ring's land.

Notice of the amended proposed appropriation was published in the Gooding County Leader, on December 11 and 18, 1969. Protests against the granting of the permit were filed by Richard Kaster and Earl M. Hardy who alledged that the amended application is not filed in good faith but for delay and speculative purposes.

(7) Amended Application No. 36-7069 was filed by Donald J. Hinze, on November 26, 1969, for a permit to appropriate 20 second feet of water from Blind Canyon Spring to be used for year-round fish propagation purposes in $NW\frac{1}{4}SE\frac{1}{4}$ Sec. 28, Twp. 8 S., Rge. 14 E., B.M. The applicant indicated that the land at the proposed point of diversion and place of use is owned by Joe Hansen but that he has a "mutual agreement" with Mr. Hansen which enables him to make the filing.

Notice of the amended proposed appropriation was published in the Gooding County Leader, on December 11 and 18, 1969. No protests to the amended application were received.

(8) At the time of filing of Application for Permit No. 36-7066, on June 19, 1969, the applicants, Lemmon and Standal, held no interest in any part of the lands where they proposed to use the water. Title to Lots 3, 4, and 7 of Sec. 28, Twp. 8 S., Rge. 14 E., B.M., was in the name of Edward D. Smalley and Myrtle Smalley and was being purchased under contract by Richard and Edith Kaster. Title to Lot 2 and part of Lot 5, Sec. 28, Twp. 8 S., Rge. 14 E., B.M., was held by Idaho Power Company and the remaining portion of Lot 5, Sec. 28, Twp. 8 S., Rge. 14 E., B.M., was held by Joseph G. and Katherine Hansen.

(9) At the time of filing of Application for Permit No. 36-7068, on June 27, 1969, the

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applicants, Reynolds and Hinze, held no interest in Lots 3, 4, and 5 of Sec. 28, Twp. 8 S., Rge. 14 E., B.M., except by reason of a certain earnest money agreement (of questionable validity), dated April 10, 1969. Title to the subject lands was held as indicated in Section (8) above.

(10) At the time of filing of Application for Permit No. 36-7091, on October 27, 1969, the applicants Hardy and Kaster, had been declared the successful high bidders for the purchase of Lot 2 and part of Lot 5 of Sec. 28, Twp. 8 S., Rge. 14 E., B.M., from Idaho Power Company. A Contract of Sale covering said lots was subsequently executed by Hardy and Kaster and the Idaho Power Company, on December 26, 1969.

(11) Applications for Permit Nos. 36-7066, 36-7068, 36-7091 and amended Applications for Permit Nos. 36-7066 and 36-7068 are competing applications for the same water of Box Canyon Springs. Applicant Richard Kaster also holds a previously approved Permit No. 36-7040 for water from this same source. In addition, the Mountain View Irrigation Company holds Permit No. 36-2705 for 200 cubic feet per second of water from this same source. These applications and permits would require the following quantities of water from Box Canyon Springs:

Application or Permit No.	Quantity
36-2705	200 c.f.s.
36-7040	300 c.f.s.
36-7066	380 c.f.s.
36-7068	500 c.f.s.
36-7091	300 c.f.s.
Total	1,680 c.f.s.

Records of the flow of the Box Canyon stream indicate that it has a maximum discharge of about 850 cubic feet per second at the mouth in the $NE\frac{1}{4}NW\frac{1}{4}$ Sec. 28, Twp. 8 S., Rge. 14 E., B.M., and about 400 to 450 cubic feet per second at a point half a mile upstream from the mouth. It is obvious that the stream gains water throughout its length but no information is available concerning the quantity flowing at the proposed points of diversion of the various applicants. However, the quantity available is much less than would be required to satisfy all applications.

CONCLUSIONS OF LAW

(1) Applications for Permit Nos. 36-7066, 36-7068, 36-7069, 36-7091, Amended 36-7066, Amended 36-7068, and Amended 36-7069 are not void for having been filed without the applicants owning or possessing any rights to the lands where the proposed points of diversion are to be located or the proposed use is to be made. The filing of such applications without such land ownership is not, in and of itself, evidence of speculation and delay nor a demonstration of lack of good faith.

No provision is found in the statutes relating to the permit procedure which requires the applicant to own either the land upon which his point of diversion is located or the land upon which his place of use is to be accomplished. It appears to be universally held by the states following the appropriation doctrine that, except for the State of Arizona (Tattersfield v. Putnam, 45 Ariz. 156, 41 P. 2d 228 (1935), ownership of the land upon which the place of use is to be made is not in and of itself a prerequisite to either filing an application for a permit to appropriate water or finally consumating that right upon diversion and application to beneficial use. The important consideration is that all steps taken in connection with the appropriation must be taken in a lawful manner.

It is stated in 2 Kinney, Irrigation and Water Rights § 686 (2d ed. 1912), as follows:

> "In the discussion of the Arid Region Doctrine of appropriation it must be borne in mind that the ownership of water rights, in the Western States, does not depend upon a legal title, or, in fact, any title to lands bordering upon a stream, or upon the title or ownership to any lands elsewhere, but is simply a possessory right, acquired by an appropriation and diversion of the waters of a stream and consummated by its application to some beneficial use or purposes, either by the appropriator himself or by some consumer acquiring his right from the appropriator. The appropriator need not be the owner of any land in order to make a valid appropriation. Corporations may be organized for the express purpose of appropriating the waters of some stream and selling the right to use the water to consumers, without the title or ownership of any land, except for the bare easement over the lands of others for their ditches and other works." (Citations omitted.)

The law of appropriation developed through the activities of persons who were originally trespassers on the public domain. The right to use the water was later recognized by congress against the claims of subsequent entrymen. 14 Stat. L. 253, § 9 (1866); 16 Stat. L. 218 (1870); 19 Stat. L. 377 (1877). It is further states in 2 Kinney, Irrigation and Water Rights, § 687 (2d ed. 1912), as follows:

> "A squatter or settler upon the unsurveyed lands of the United States has never been regarded as a trespasser, and in many

> instances the settlement upon the lands has been the inception of his title, a preference right being given him to make his proper filing within a specified time after the lands are opened for settlement. Again, no title to the land being required to obtain the right to make appropriations of water, a squatter may make a valid appropriation of the waters of the natural streams for the purpose of irrigating the public lands occupied by him, or for any other beneficial use or purpose." (Citations omitted)

It is further stated in 2 Kinney, Irrigation and Water Rights, Sec. 688 (2d ed. 1912), as follows:

> "Even trespassers upon the lands owned by others may make valid appropriations of water, provided that the appropriation has the requisite priority, and the water is used for some beneficial purpose. The water may be used for the irrigation of the lands trespassed upon while the trespasser has possession of the same, and after he has been ejected he may change the place of use to other lands." As was said by the Utah Court (Patterson v. Ryan, 37 Utah 410, 108 P. 1118); "But the authorities are to the effect that even trespassers upon land may acquire the exclusive right to the use of water that is used either to irrigate such land or is used thereon for other purposes, and that such a right, when once acquired, is paramount to the rights of the true owner or claimant, when he is dispossessed of the land, and the water claimant may divert and use the water elsewhere than on the land if he can so divert and use it." (Citations omitted)

Of similar import is the conclusion of Hutchins, Misc. Pub. No. 418 U. S. Dept. of Agr., Selected Problems in the Law of Water Rights in the West, p. 311 (1942), wherein he states:

> "The general rule, in any event, is that one at least rightfully in possession of land, even though not the owner, may make a valid appropriation in connection with such land, which water right remains his property and does not become the property of the landowner. The appropriative right is properly distinct from an estate in land, and it exists without private ownership in the soil or without perfect title thereto, as against all persons except the Government or its grantees. As the right can be acquired separate and apart from the land, an uncompleted title to the land on which beneficial use is to be made does not bar the acquisition of the right. A lessee, then, can make an appropriation in his own behalf, which is his property unless he is acting as agent for the lessor; and his right to transfer the appropriation to other land on the conclusion of his lease will then depend upon the State rule governing transfers of place of use and perhaps point of diversion and upon the physical feasibility of making the change." (Citations omitted)

Hutchins, The California Law of Water Rights, P. 71 (1956) states as follows:

> "The California Supreme Court held in one of its earliest cases dealing with water rights that the right to running water exists "without private ownership of the soil--upon the ground of prior location upon the land, or prior appropriation and use of the water." (Hill v. Newman, 5 Calif. 445, 446 (1855). The ownership of water "as a substantive and valuable property" is "distinct, sometimes, from the land through which it flows."

(McDonald v. Bear River & Auburn Water & Min. Co., 13 Calif. 220, 232 (1859). Title or the right to acquire title in the place of intended use has never been a necessary element of the right to appropriate water. (Santa Paula Water Works v. Peralta, 113 Calif. 38, 43, 45 Pac. 168 (1896). And so, said the supreme court in 1929: (Joerger v. Pacific Gas & Elec. Co., 207 Calif. 8, 34, 276 Pac. 1017 (1929).

> 'There can be no question that an appropriator of water may acquire a prescriptive right to divert and use the same from a stream on land that he does not own, and this user may be either by the claimant or by one holding under him, as a lessee or tenant." '

The rule as announced by the above authorities appears to be the rule adopted in Idaho. It was held by the Idaho Supreme Court in the Case of Mahoney v. Neiswanger, 6 Idaho 750, 59 P. 561 (1899), that one who was technically a trespasser could initiate a water right by diversion and application to beneficial use on the public domain even though the land was subsequently acquired by another.

In the case of First Security Bank v. State, 49 Idaho 740, 291 P. 1064 (1930), an application to change point of diversion and place of use was filed on behalf of one who purchased the water right from an individual who had diverted and applied water to land he did not own. The original appropriator had applied the water to beneficial use on school land prior to the time that it was surveyed by the federal government and continued to apply the water to beneficial use after survey and execution of a lease with the State. The State subsequently sold the land to another individual and claimed that the water applied to the land by the original appropriator was appurtenant and passed with the conveyance. The Court held that the original appropriator or his successor could, absent any agreement with the State to the contrary, transfer the place of use to other lands reasoning that the water appropriated for beneficial use was the sole property of the appropriator. The Court stated as follows:

> Water may be appropriated for beneficial use on land not owned by the appropriator and this water right becomes the property of the appropriator. (Sarrett v. Hunter, 32 Ida. 536, 185 Pac. 1072; Sanderson v. Salmon River Co., 34 Ida. 145, 199 Pac. 999; Kinney, supra, secs. 686, 689, 767.) This had been held in cases where the water was appropriated for use on land on which the appropriator was a mere trespasser (Seaweard v. Pacific Live Stock Co., 49 Or. 157, 88 Pac. 963); where the appropriator had leased the land on which he intended to use the water (Hays v. Buzard, 31 Mont. 74, 77 Pac. 423; Cooper v. Shannon, 36 Colo. 98, 118 Am. St. 95, 85 Pac. 175); and where the appropriator was a lessee of state school lands. (Sayre v. Johnson, 33 Mont. 15, 81 Pac. 389. See, also, Sowards V. Meagher, 37 Utah, 212, 108 Pac. 1112; St. Onge v. Blakely, 76 Mont. 1, 245 Pac. 532; First State Bank v. McNew, 33 N. M. 414, 269 Pac. 56;

Long on Irr., sec 176; secs. 2339, 2340, Rev. Stats. U. S. C. S., secs. 4647, 4648); 30 U. S. C. A., secs. 51, 52; 43 U. S. C. A., sec. 661).

In the case of Sarret v. Hunter, 32 Idaho 536, 185 P. 1072 (1919), it was contended that one could not obtain a permit to appropriate water when he had no interest in the land upon which he proposed to divert and use the water.

> " In determining whether a valid appropriation of water has been made, or the respective priorities of contending appropriators, the law does not concern itself with disputes relative to to the title to the lands for which it is claimed the water was appropriated. The test of a valid appropriation of water is its diversion from the natural source and its application to a beneficial use. (Kinney on Irrigation, 2d ed., sec. 725). When one diverts water hitherto unappropriated and applies it to a beneficial use, his appropriation is complete, and he acquires a right to the use of such water, which is at least coextensive with his possession, and so when one makes application for a permit to divert and appropriate water, the query is not upon whose lands does he intend to apply it, but upon what lands he intends to apply it and to what use does he expect to put it when so applied. His right to possession, or the character of his occupancy as between claimants to the right to the use of the public waters of the state, is not in issue.
>
> Title to land will not be determined in fixing priorities to water between water claimants. One may initiate a right to the use of water upon vacant lands by securing a permit therefor, and when the application for such permit is bona fide and coupled with a present intention that the water which it is sought to appropriate under the permit is to be applied to a beneficial use, if the water is so applied during the limitations of the permit, the appropriation is valid and relates back to the date of the permit.
>
> ***
>
> We hold that a water right may be acquired by completion of works under a permit and the application of water to a beneficial use, and that when this is properly done, the priority will date from the issuance of the permit without regard to whether the permit-holder was at the date of his application in any way connected with the legal title to the land upon which he proposed to apply the water." (32 Idaho at 541-543).

The Court's holding in the case of Sarrett v. Hunter was followed in the case of Sanderson v. Salmon River Canal Co., 34 Idaho 145, 199 P. 999 (1921).

The reasoning in the Sarrett v. Hunter case is similar to that of the case of Sowards v. Meagher, 37 Utah 212, 108 p. 1112 (1910), where in it was contended that a permit could not issue to an individual who had no interest in the property upon which he intended to place the water to beneficial use. In the Sowards case, the application was filed at a time when no one could lawfully enter upon, occupy, possess, cultivate, farm or otherwise use the land proposed to be irrigated. The court stated as follows:

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> If, therefore, an application is made with a present design and an actual bona fide intention to appropriate unappropriated public waters for the irrigation of certain designated lands, a beneficial purpose, at a time when the applicant has no present right, title, or interest in or to the lands proposed to be irrigated therewith, and, too, when such lands are then unoccupied and unclaimed and a part of a reservation, but it fairly is made to appear that when the proposed diverting channels and work prosecuted with reasonable diligence and dispatch are completed within the time fixed by the statute, or allowed by the engineer, the lands may then be lawfully claimed and occupied, and the water applied to the beneficial purpose for which the appropriation is proposed, we see no good reason why the application should not be received and the applicant protected in his inceptive right. One filing an application under such circumstances, commencing the construction of the works within six months from the approval of his application, prosecuting such proposed works to a completion within the time fixed by the statute or allowed by the engineer, and incurring the necessary expense to divert and conduct the water to the lands proposed to be irrigated, takes the risk that when such works are so completed, and the water diverted and conducted to such lands, they may then be lawfully claimed and occupied by some one who is willing to take the water and use it and apply it to the beneficial purpose for which the application was made to appropriate it.

In the case of Bassett v. Swenson, 51 Idaho 256, 5 P. 2d 722 (1931), the Court held that a permit could be issued to one who did not own the land where the point of diversion was located if there had been no trespass by the applicant in preparing the application as distinguished from the case where the applicant had obtained the information for the application by trespassing across the land, Marshall v. Niagra Springs Orchard Co., 22 Idaho 144, 125 P. 208 (1912). In the Marshall Case it was stated that the initiation of the right to appropriate public water on private land is void as against the landowner and that a permit from the state engineer was of no effect if the facts stated in the application were secured by entrance upon the land in trespass. In the Bassett Case the application was filed by obtaining the necessary information without trespassing across the land. The Court, however, made the broad statement that a water right initiated in trespass was void.

> "It is quite generally held that a water right initiated by the trespass is void. That is to say, one who diverts water and puts it to beneficial use by aid of a trespass does not, pursuant to such trespass, acquire a water right. Any claim of right thus initiated is void." (51 Idaho at 259).

The above language is dictum and was not necessary for the Court to reach its decision. The language is in conflict with the prior opinions of the Supreme Court cited above. The point actually decided was that the attempted appropriation was void as against the owner of the land upon which the trespass was committed.

It should be further noted, that the issuance of a permit does not confirm the existence

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of a water right or grant any right to the holder to trespass across the land either over which he seeks to divert the water or where he seeks to place it to beneficial use. A permit only gives the holder the right to initiate a water right which, upon completion of the terms and conditions of the permit, allows the holder to receive a priority as of the date of the filing of the application.

Under the above cases and under Idaho Code, Section 42-202, there appears to be no requirement that the permit holder have, at the time of filing of the application, either the consent of the owner of the land where his proposed point of diversion is located or where his proposed place of use is located.

It may well be said that the fact that an applicant does not own land at either the point of diversion or the place of use or have any right to the possession of such land is evidence which might be cited for the proposition that the application was filed for speculative purposes. However, absent any showing that the applicants did not intend to place the water to beneficial use, did not intend to proceed toward acquiring a right to the use of the land at the point of diversion and place of use were located, had insufficient financial resources available with which to place the water to beneficial use, or intended to sell the permit to another without attempting to comply with the terms and conditions of the permit, there is insufficient evidence upon which to conclude that the application was filed for speculative purposes.

It is further noted that under the provisions of Idaho Code, Section 42-301, that any person holding a permit postdating another permit may petition the Department of Water Administration to cancel the earlier permit for failure of the permit holder to complete one-fifth of the construction work within one-half the time allowed for completion of the project or for failure to complete all of the construction work for the project within the time allowed by the permit. Such a remedy would further permit a subsequent permit holder the opportunity of contesting the permit in the event that the holder is not proceeding to acquire the necessary interests in the land at the point of diversion or the place of use.

(2) Each applicant is entitled to protection in his right to appropriate water under the conditions which existed at the time he made his application for a permit, including the likelihood of development under any prior existing applications. At the time of filing of Application No. 36-7091, there were pending Applications Nos. 36-7066 and 36-7068 for water from the same source. However, these prior applications were subsequently amended. Had the

amendments not been made, there is little likelihood that water could have been appropriated as originally proposed due to the eventual ownership of the lands on which it was to be used as indicated in (1) above. In such event the holders of Application No. 36-7091 could have proceeded with development under their permit, confident that there would not develop a prior right to the water under Applications 36-7066 and 36-7068, since the holders of such permits did not hold an interest in the lands where it was proposed to be used. Therefore, in order to protect the rights of the junior appropriator, approval of Applications 36-7066 and 36-7068 must be conditioned upon the reduction of the water right priority from the original date of filing of each application to the date they were amended (November 26, 1969).

(3) Application 36-7069 was also amended, on November 26, 1969, It proposes development of the same waters of Blind Canyon Spring as Application No. 36-7066. No information is available concerning the flow of Blind Canyon. Application 36-7069 is a companion permit to Application 36-7068 for the same proposed project and to avoid future conflicts between the applicants it is necessary that the water right priority of Application No. 36-7069 be reduced to the date of the amendment.

(4) No known decision of the Idaho courts had defined the terms "good faith", "delay", or "speculative purposes" as contained in Section 42-203, Idaho Code. However, it is concluded that such terms refer to applications filed for the purposes of "tying up", "setting aside", or "reserving" quantities of water to prevent appropriation of that same water by others without the applicant having a sincere intent to construct the necessary water diversion and use facilities with his own finances or by obligating himself to a lending institution. Such terms likely are to prevent an applicant from filing for a water right permit solely for the purpose of future sale of such permit, with or without the land on which the water is proposed to be used.

ORDER

Based upon the foregoing Findings of Fact and Conclusions of Law, it is ORDERED:

(1) That the priority of Application Nos. 36-7066, 36-7068, and 36-7069 each be changed to November 26, 1969.

(2) That Applications 36-7066, 36-7068, 36-7069, and 36-7091 be, and each is, hereby APPROVED.

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(3) That the applicants holding Permit No. 36-7091 shall submit proof of construction of works and beneficial use of water under said permit by April 15, 1973, and that the office will consider any request for an extension of time beyond that date only upon evidence of substantial progress having been made through construction of diversion and use facilities.

(4) That the applicants holding Permits 36-7066, 36-7068, and 36-7069 shall submit proof of construction of works and beneficial use of water under said permits, by April 15, 1975, and that the office will consider any requests for extensions of time beyond that date only upon evidence of substantial progress having been made through construction of diverson and use facilities.

(5) That each permit holder shall install permanent water measuring devices of a type approved by this office as part of his works, which devices shall be capable of measuring the total quantity of water diverted and the total quantity returned to the receiving stream.

(6) Permits 36-7066, 36-7068, 36-7069, and 36-7091 may not be assigned without the written consent of the Department of Water Administration. The Department will consider any attempt to assign any application to another party or organization in which the applicant has no financial interest as an indication that the applicant did not intend to invest his own finances and effort in a legitimate attempt to appropriate water, but that instead, the application was filed for delay and speculation and is therefore null and void.

(7) While the approval of Applications 36-7066, 36-7068, 36-7069, and 36-7091 creates a situation where permits are issued for more water than is physically present in the source, the holders of the late-priority permits are cautioned that, to the extent development and use is made of water under the early-priority filings, no water may be available in the source for use as proposed.

Dated this 28th day of April, 1971.

C. STEPHEN ALLRED
Deputy Director

Identification No. Amended

Application No. 36-7066

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION

(amended) **APPLICATION FOR PERMIT**

To Appropriate the Public Waters of the State of Idaho APPROVED

(TYPE OR PRINT IN INK)

1. Name of applicant George Lemmon and Norman Standal per assignments

   post office address Route #1, Hagerman, Idaho 83332

2. Source of water supply Blind Canyon Spring which is a tributary of Box Canyon Creek Snake River

3. a. Location of point of diversion is _____ ¼ of _____ ¼ of Section _____ Township _____

   Range _____ B.M. _____ County; additional points of diversion if any: _____

   Box Canyon Creek NW 1/4 of NE 1/4 Sec. 28 Twp 8S Range 14EBM Gooding County

   Blind Canyon Creek NW 1/4 SE 1/4 Sec. 28 Twp 8S Range 14EBM Gooding County

   b. If water is not consumed, it will be discharged into Snake River at a point in SW ¼ of SW ¼ of Section 20 Township 8S Range 14E B.M. _____

Blind Canyon discharge into Blind Canyon creek NW 1/4 SE 1/4 Sec. 28 Twp 8S R 14E Gooding County

4. Water will be used for the following purposes:

   Amount 380 (cfs or acre-feet per annum) for fish propogation purpose from January 1 to December 31 (both dates inclusive)

   Amount 20 (cfs or acre-feet per annum) for fish propogation purpose from January 1 to December 31 (both dates inclusive)

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

5. Total quantity to be appropriated:

   a. 400 cubic feet per second and/or 380 cfs from Box Canyon
      20 cfs from Blind Canyon

   b. _____ acre feet per annum.

6. Proposed diverting works:

   a. Description of ditches, flumes, pumps, headgates, etc. open ditch and pipeline to Snake River, crossing river by inverted syphen, and down South side of river by open ditch to point of use.

   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 _____ (Mo. Day) to _____ (Mo. Day) inclusive.

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

7. a. Time required for the completion of the works and application of the water to the proposed beneficial use is 5 years.

   b. Estimated construction cost is $ 260,090.00 Box Canyon
      35,000.00 Blind Canyon

8. Description of proposed uses:

   a. If water is **not** for irrigation:

   (1) Give the place of use of water: SW ¼ of SW ¼ of Section 20 Township 8S Range 14E B.M. N 1/2 of NW 1/4 Sec. 29 Twp 8S Range 14EBM
   NW 1/4 of SE 1/4 Sec. 28 Twp 8S Range 14EBM

   (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 propogation

36 7066

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

TWP.	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	

Total number of acres to be irrigated _____

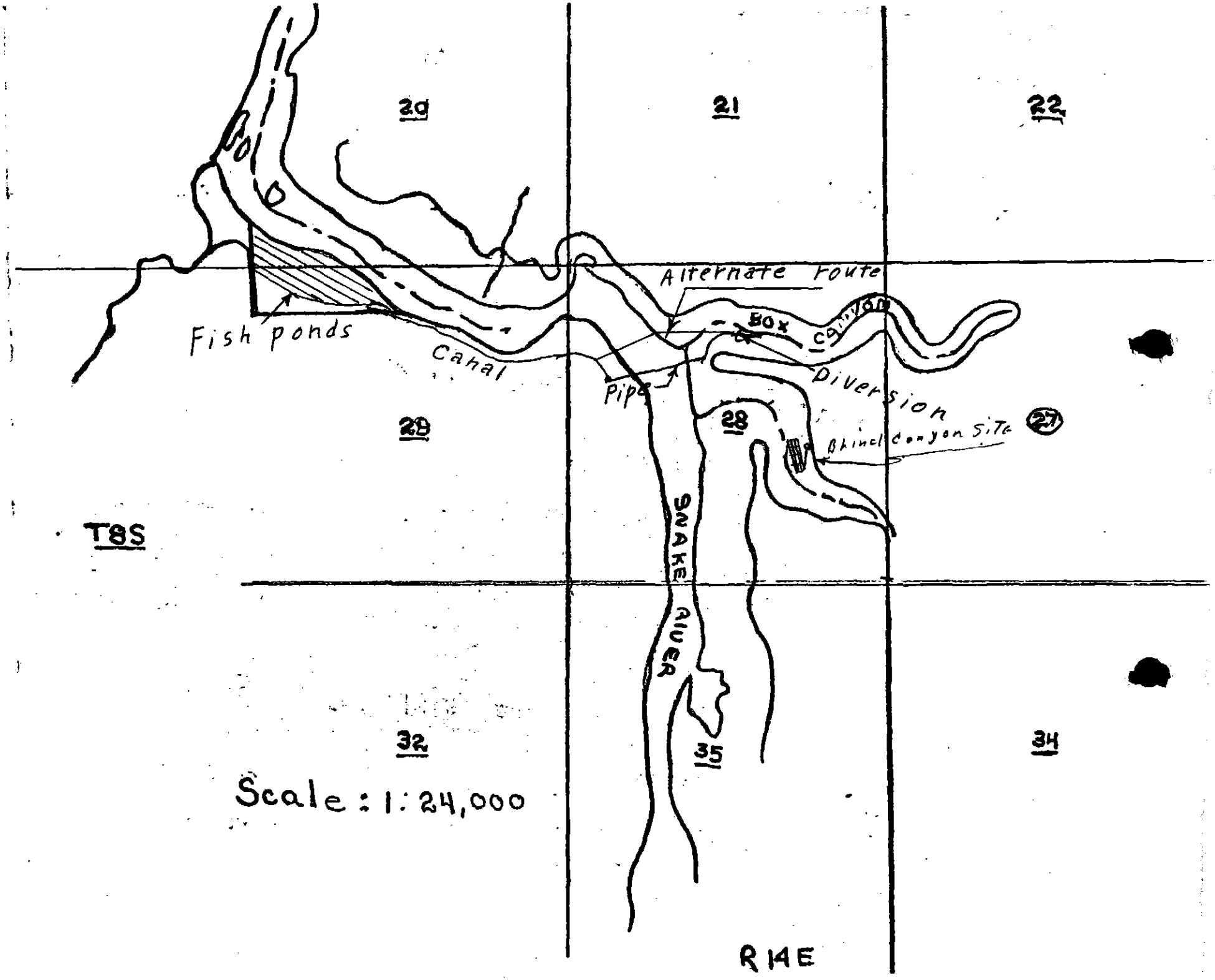
c. Describe any other water rights used for the same purposes _____

9. a. Who owns the property at the point of diversion BLM and Joe Hansen

b. Who owns the land to be irrigated or place of use Truett C. Anderson & Joe Hansen

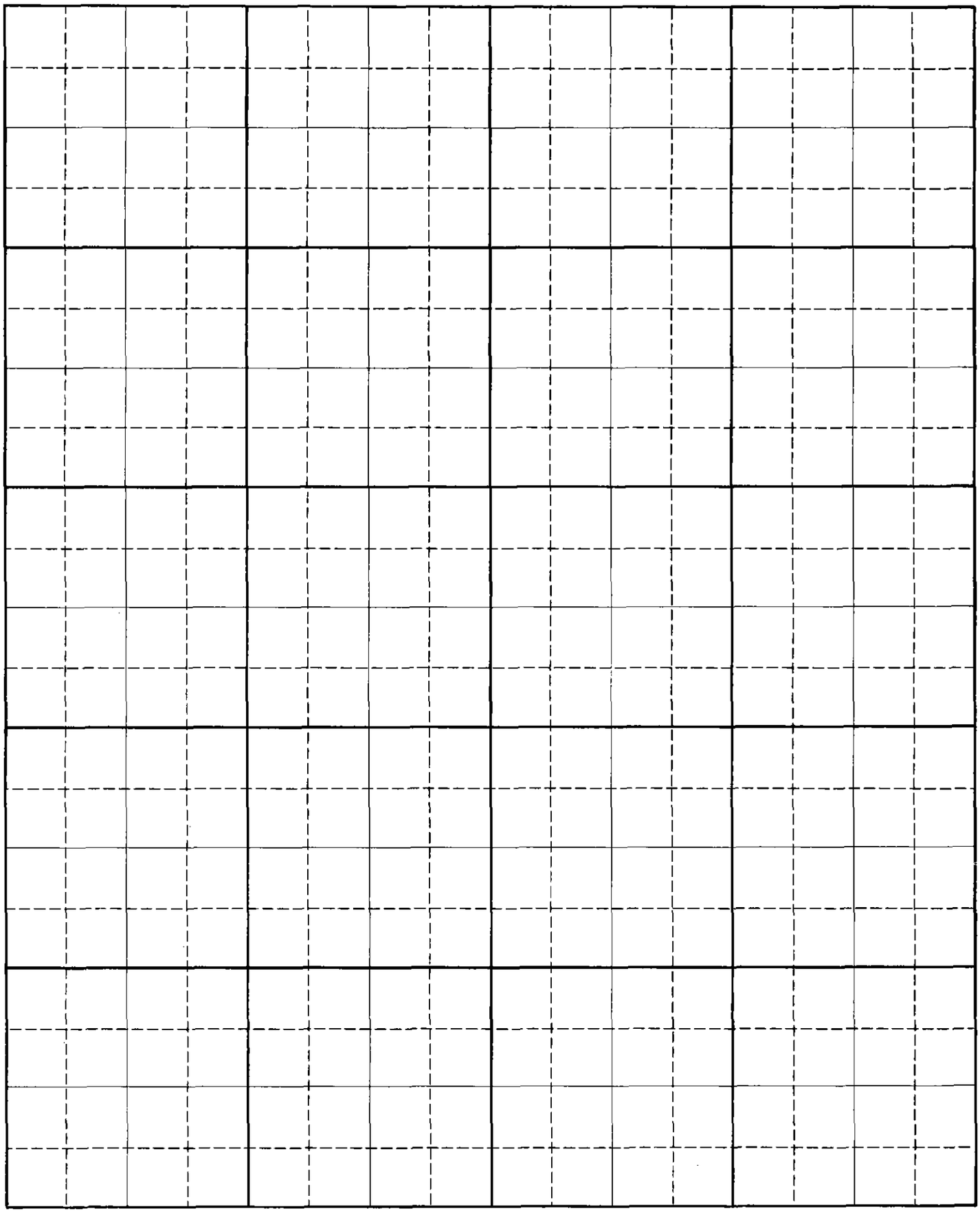
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing Lease and sale agreement with Truett C. Anderson and verbal agreement with Joe Hansen.

10. Remarks _____


20
21
22
Alternate Route
50x
Canyon
Fish ponds
Canal
Pipe
Diversion
Blind canyon Site
27
28
29
T8S
SNAKE RIVER
32
35
34
Scale : 1: 24,000
R14E

9902 96

11. Map of proposed project:



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.

Norman S. Standal
(Applicant)
Geo. H. Lemmon

36 7066

Proposed priority; ~~6-19-69~~ 11-26-69 per order

Amended application

Received by DCH Date 11-26-69 Time 3:15 P.M.

Preliminary check by ~~KH~~ Fee $ 10.00

Receipted by aj Date 11-26-69 receipt # 3909 given

Publication prepared by dw Date 12-3-69

Published in Gooding Leader

Publication dates 12-11+18-69

Publication approved dw Date 1-5-70

Priority reduced to 11-26-69 Reason _____

Protests filed by: Kastler and Hardy

Copies of protests forwarded by dw 12-29-69

Hearing held by K.H. Date 10-19-70

Recommended for approval denial by _____

APPROVED

Director of Department of Water Administration

ACTION OF STATE ~~REGULATION ENGINEER~~

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 36-7066, 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 15, 19 75.

   c. Other: Subject to conditions as set forth in Order issued April 28, 1971

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

Witness my hand this 28th day of April 19 71.

Stephen Reed

Deputy Director ~~REGULATION ENGINEER~~

Affidavit of Publication

RECEIVED
DEC 31 1969
Department of Interior

State of Idaho,
County of Gooding } SS.

Thomas O. Miller, 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 11 day of December, 19 69, and the date of the last publication was on the 18 day of December, 19 69

Thomas O. Miller

Subscribed and sworn to before me this 30 day of December, 19 69

(SEAL)

Audrey C. Belsher
NOTARY PUBLIC

GOODING COUNTY LEADER
Gooding, Idaho

COST OF PUBLICATION

Number of Lines in Notice 46		
Number of Insertions 2		
46 Lines at 14c		6.44
46 Lines at 10c		4.60
TOTAL COST		11.04

Bill submitted 1-5-70 dr

COPY OF NOTICE

Title of Notice

Amended Application for

[redacted]

Amended Application for

[redacted]

Sec. 20, N[redacted]

[redacted]

insertion 10c

No 677
36 7066

Identification No. 36-7066

Application No. _____

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
APPLICATION FOR PERMIT
To Appropriate the Public Waters of the State of Idaho
(TYPE OR PRINT IN INK)

1. Name of applicant George Lemmon and Norman Standal

   post office address Hagerman, Idaho 83332, Route 1

2. Source of water supply Box and Blind Canyon Creek which is a tributary of Snake River

3. a. Location of point of diversion is _____ ¼ of _____ ¼ of Section _____ Township _____

   Range _____ B.M. _____ County; additional points of diversion if any: _____

   BLind Canyon Creek-SW¼NE¼, Sec. 28, T. 8 S, R. 14 E, B. M.

   Box Canyon Creek-~~NE¼NW¼~~ SW NE, Sec. 28, T. 8 S, R. 14 E, B. M. both in Gooding County

   b. If water is not consumed, it will be discharged into Snake River at a point in SW ¼

   of NE ¼ of Section 28 Township 8 S Range 14 E B.M.

4. Water will be used for the following purposes:

   Amount 400.0 (cfs or acre-feet per annum) for propagation fish purpose from January 1 to December 31 (both dates inclusive)

   Amount .4 (cfs or acre-feet per annum) for irrigation purpose from April 1 to October 31 (both dates inclusive)

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

5. Total quantity to be appropriated:

   a. 400 cubic feet per second and/or — 380 c.f.s. from Box Canyon Creek; 20 c.f.s. from Blind Canyon Creek

   b. _____ acre feet per annum.

6. Proposed diverting works:

   a. Description of ditches, flumes, pumps, headgates, etc. open ditch from Box Canyon Creek to hatchery and pipeline from Blind Canyon Creek to hatchery

   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 _____ (Mo. Day) to _____ (Mo. Day) inclusive.

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

7. a. Time required for the completion of the works and application of the water to the proposed beneficial use is 5 years.

   b. Estimated construction cost is $ 100,000.00 .

8. Description of proposed uses: GHL & MLS

   a. ~~If water is not for irrigation.~~ Lots ~~2~~ and ~~5~~ and/or 3, 4 and 7,

   (1) Give the place of use of water: _____ ¼ of _____ ¼ of Section 28 Township 8 S

   Range 14 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: irrigation of hatchery area (20A) and fish propagation

36 7066

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

TWP.	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
8 S	14 E	28							Lot 4	10	10								20
										SEE	REMARKS								

Total number of acres to be irrigated 20

c. Describe any other water rights used for the same purposes None

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

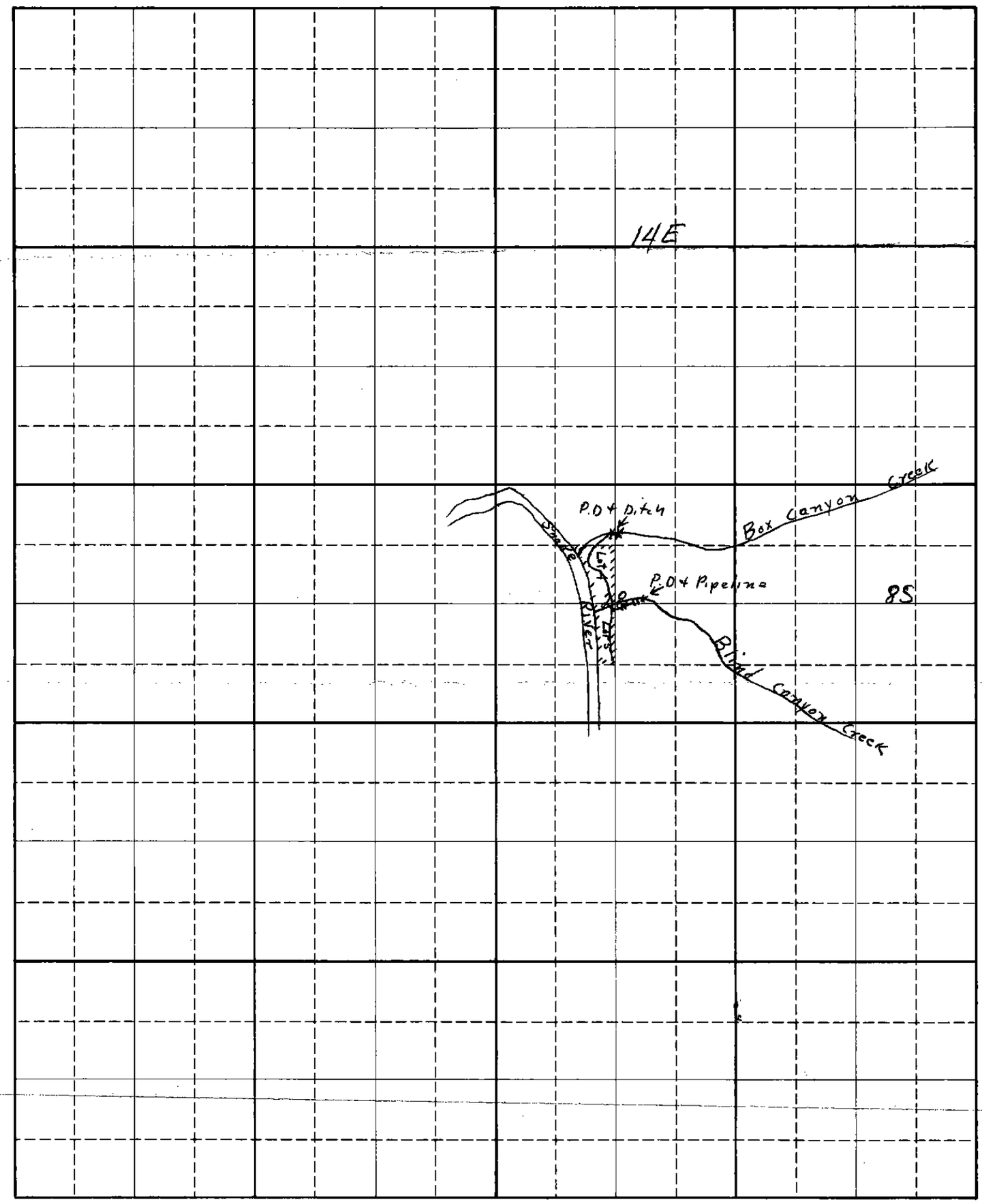
b. Who owns the land to be irrigated or place of use Idaho Power Company **and/or Magic Springs Inc.**

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

SWL & MBS

10. Remarks Place of Use: Lots 5, 2, 3, 4 and 7, Sec. 28, T. 8 S, R. 14 E, B. M.

11. Map of proposed project:



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.

Geo. H. Lemmon
(Applicant)
Norman S. Standal

36 7066

Received by R.H. Date 6-19-69 Time 1:20 P.m

Preliminary check by R.H Fee $ 100.00

Receipted by R.H. Date 6-19-69 quitn 3178

Publication prepared by dw Date 8-9-69

Published in Gooding Co. Leader

Publication dates 8-14-21-69

Publication approved dw Date 8-13-69

Priority reduced to _____ Reason _____

Protests filed by: Richard Kester

Copies of protests forwarded by dw 8-26-69

Hearing held by _____ Date _____

Recommended for approval denial by _____

ACTION OF STATE RECLAMATION ENGINEER

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

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

   a. SUBJECT TO ALL PRIOR WATER RIGHTS.

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

   c. Other: _____

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

Witness my hand this _____ day of _____ 19____.

_____

State Reclamation Engineer

Affidavit of Publication

State of Idaho, County of Gooding } SS.

Thomas D. Miller, 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 14 day of August, 1969, and the date of the last publication was on the 21 day of August, 1969

Thomas D. Miller

Subscribed and sworn to before me this 21 day of August, 1969
(SEAL)

Audrey C. Belcher
NOTARY PUBLIC

GOODING COUNTY LEADER
Gooding, Idaho

COST OF PUBLICATION

Number of Lines in Notice 31		
Number of Insertions 2		
31 Lines at 14c		4.34
31 Lines at 10c		3.10
TOTAL COST		7.44

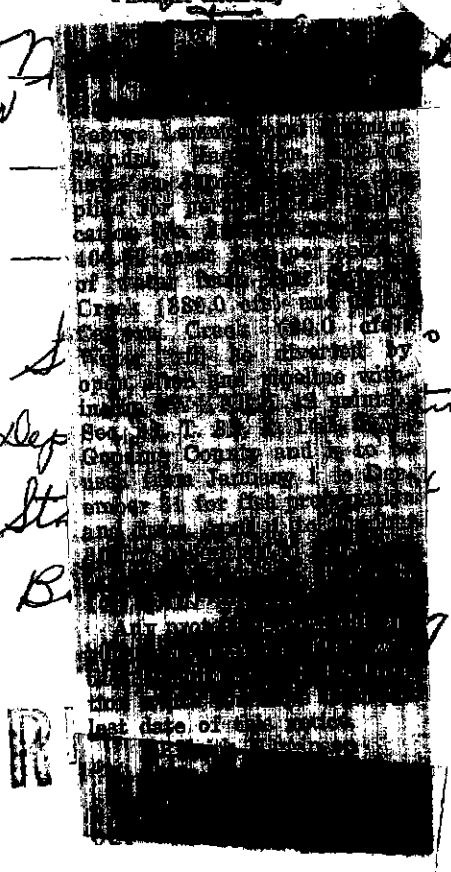
Bill submitted 9-5-69 ds

COPY OF NOTICE

Title of Notice: Application for Water

Title of Notice

George Lemmon
Plaintiff Attorney



Department of Re...

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 insertion	10c

No 569

36 7066

September 8, 1972

The Honorable Cecil D. Andrus
Governor, State of Idaho
Office of the Governor
Room 228, Statehouse
Boise, Idaho 83707

Dear Governor Andrus:

Your information is correct with regard to Box Canyon. Construction work has been in progress most of the summer by Mr. Richard Kaster, who, together with Mr. Earl Hardy, own the lands in the canyon area. They are constructing a water diversion pipeline under Permit Nos. 36-7040 and 36-7091, which have been issued by this office, for a total of 600 second feet of water of the approximately 840 second feet, which is available at the mouth of the canyon.

You will no doubt recall that Section 42-3806 (the Stream Channel Protection Act) exempts construction activities by a water user or his agent from the necessity of obtaining our approval.

If you need further information on this subject, please let me know.

Very truly yours,

R. KEITH HIGGINSON
Director

RKH:mjl

MICROFILMED
JUL 0 0 1967

RECEIVED

SEP 8 1972

Department of Water Administration

RKH
Cacc
Monday
AT
9:30

STATE OF IDAHO

OFFICE OF THE GOVERNOR

BOISE

CECIL D. ANDRUS
GOVERNOR

September 5, 1972

Mr. Keith Higginson, Director
Department of Water Administration
STATEHOUSE MAIL

Dear Keith:

I understand that there's a bulldozer operating in the stream bed in Box Canyon.

Is is true or false? If it's true, what are we doing about it?

Sincerely,

CECIL D. ANDRUS
GOVERNOR

zb

MICROFILMED
JUL 0 0 1301

Richard Koster
Hagerman Valley Trout Co
or Earl Marby
36-7040 — 300 cfs
36-7091 — 300 cfs

June 19, 1972

COPY

Mr. Leon Smith, Jr.
Kramer, Plankey, Smith & Beeks
210 - 6th Avenue East
Box 508
Twin Falls, Idaho 83301

Dear Leon:

Enclosed is a transcript of the proceedings of the hearing held on October ~~19, 1970~~, in the matter of Application for Permit Nos. 36-7066, 36-7068, 36-7069 and 36-7091.

Very truly yours,

R. KEITH HIGGINSON
Director

RKH:mjl

Enclosure

MICROFILMED
JUL 0 0 1971

June 19, 1972

COPY

Mr. John A. Rosholt
Parry, Robertson, Daly & Larson
Lawyers
Fidelity Bank Building
P. O. Box 525
Twin Falls, Idaho 83301

Dear John:

Enclosed is a transcript of the proceedings of the hearing held on October 19, 1970, in the matter of Application for Permit Nos. ~~36-7066,~~ 36-7068, 36-7069 and ~~36-7091.~~

Very truly yours,

R. KEITH HIGGINSON
Director

RKH:mjl

Enclosure

MICROFILMED
JUL 06 1987

RECEIVED
OCT 28 1970
Department of Water Administration

BEFORE THE STATE RECLAMATION ENGINEER

OF THE

STATE OF IDAHO

In the Matter of Application for Water Permits No. 36-7066, 36-7068 and 36-7069.	AFFIDAVIT OF GEORGE LEMMON

See stipulation for changes filed in 36-7091

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

GEORGE LEMMON, Being first duly sworn on oath, deposes and says:

That I am one of the applicants for permit to appropriate the public waters of the State of Idaho, which application is No. 36-7066.

That at the time of making said application, I was present in the office of the Department of Reclamation for the State of Idaho, and had discussed the provisions of said application with Robert Hamilton, an agent of the Department of Reclamation, at which time it was stated by me that I had no interests in Lots 2, 3, 4, 5 & 7, Sec. 28, T. 8 So., R. 14 E.B.M. It was stated at that time that said Lots were owned by Idaho Power Company (Lots 2 & 5), and one Richard Kaster, who had conveyed an option to purchase said Lots 3 4 & 7 to one Donald Hinze. It was averred at that time that negotiations were under way to lease or purchase all five lots from Idaho Power and Donald Hinze.

Said application for a permit was typed in the office of the Department of Reclamation, and I believed the information contained therein specified that no real interest was presently possessed by me or Norman Standal, but fully expected that same would be obtained in a very short time. That applicants, George Lemmon and Norman Standal, had only a contingent interest at that time.

36 7066

Said application for permit was made in good faith with no undue speculation. Negotiations were in process to obtain the lands alleged to be the point of application of water to a beneficial use and applicants genuinely believed that said lands would be acquired. Shortly thereafter negotiations were slowed down and other lands in the same general area were obtained, which lands are evidenced by a lease and an agreement to exchange properties executed by Mr. and Mrs. Robert Ring, with option to purchase executed by Truett C. Anderson; copies of which are attached hereto and designated as Exhibit "A" through "C". The original application No. 36-7066 was amended to include the new place of application. Said application did not change the amount of water being applied for or the purpose to which it was to be put.

Before submitting the original application for water permit No. 36-7066, I visited with Gayle Farley and Ted Heikes of Idaho Power Co. regarding the possibility of leasing or buying their property in Box Canyon including Lots 2 & 5, Sec. 28, T. 8 So., R. 14 E.B.M. Said lands were then being leased, for a nominal sum, to one Joe Hansen for grazing purposes, and Messrs. Farley and Heikes indicated they would definitely entertain my offer to buy or rent said Lots. Prior to my visit with Messrs. Farley and Heikes, I attended the S.B.A. sale of Crystal Springs Fish Hatchery, where I had an opportunity to meet Dick Moore of Idaho Power Co. Mr. Moore witnessed our bid of $62,000.00 cash (30 day sale), so Mr. Moore was aware that my partner and I had the financial wherewithal to purchase Idaho Power property. Without these assurances from both sides, I would not have felt secure in my negotiations with Idaho Power Co. for Lots 2 & 5 and would not have filed application for water permit No. 36-7066 with said Lots 2 & 5 named as the point of beneficial use of the water.

I have joined with Norman Standal and several others in a corporation titled Aquaculture, Inc., incorporated

36 7066

under the laws of the State of Idaho. Said corporation will endeavor to proceed with development of fish propagation facilities, in accordance with the information contained in the application for water permit No. 36-7066. It is hoped that said corporation, Aquaculture, Inc., will be the eventual owner of the water right when issued.

Along with Norman Standal and other members of the said corporation's Board of Directors, I have expended a great deal of time and money in developing this project. In my opinion The development and furtherance of this project was in good faith and not based upon any speculation but rather, upon the assumption that said water application was valid and would result in a water right belonging to the applicants therefore. ~~I estimate my net worth to be approximately $120,000.00 which, combined with that of Norman Standal, should have been sufficient to complete one-half to two-thirds of the project contemplated in the original application or amendment thereto without extensive financing. I and my associates have been promised financial support and backing for the remainder of the project contemplated, by lending institutions.~~

At the time of making said application, on or about June 19, 1969, I had in mind an alternate location in the event that Lots 2, 3, 4, 5 & 7 were not obtainable. However, no negotiation or attempts to procure had been made because I believed that there would be little difficulty in obtaining said lots 2, 3, 4, 5 & 7 for the purpose designated in the Application for Permit, dated June 19, 1969.

At no time, on or about June 19, 1969, did Norman Standal, to my best knowledge, or I indicate that we had an existing Lease or any other interests in Lots 2, 3, 4, 5 & 7, to any member of the Department of Reclamation for the State of Idaho. I discussed with Robert Hamilton and Donald

McEldowney, agents of said Department of Reclamation, the status of the lands to which the water was to be applied and did not attempt in any way to mislead the Department or any people to whom the public notice appeared.

George M. Lemmon

George Lemmon

Subscribed and sworn to before me this 20th day of October, 1970.

Leon E. Smith, Jr.

Leon E. Smith, Jr.
Notary Public for Idaho
Residing at Twin Falls, Idaho

KRAMER, PLANKEY
& MEEHL
ATTORNEYS AT LAW
TWIN FALLS, IDAHO

36 7060

TO WHOM IT MAY CONCERN:

We have made an agreement with George Lemmon to trade that portion of SE¼ of Section 19, Twp 9 Range 14EBM lying between Salmon Falls Creek and the Snake River, for grazing lands which he owns in Twin Falls County.

Robert W. Ring
Robert Ring

June Ring
Jean Ring

Subscribed and sworn to before me this 4th day of October 1962.

(seal)

Notary Public

My commission expires

36 7066

OPTION TO PURCHASE REAL PROPERTY

For value received, the undersigned, herein called the seller, offers and agrees to sell and convey to George H. Lemmon, Hagerman, Idho, herein called the Buyer and hereby grants to the said buyer the exclusive and irrevocable option and right to purchase, under the conditions hereinafter provided, the following described property, located in Twin Falls County, State of Idaho:

All that portion of the East Half of the Southeast Quarter of Section 19, Twp. 8 S., R. 14 E.B.M. lying on the East side of Salmon Falls Creek, Twin Falls County, Idaho.

The title to said property is to be conveyed free and clear of all encumbrances.

The total purchase price for said property is $14,500.00.

It is further understood and agreed that seller is concurrently herewith executing a promissory note in favor of buyer in consideration of purchase of other property being sold by buyer to seller and that, at the option of buyer, any unpaid balance on said note may be applied on the purchase price herein by offset to the extent of the then unpaid balance of said promissory note.

Seller further agrees to convey said property to buyer by warranty deed in the usual Idaho form and further agrees to provide a standard form title insurance policy showing clear and marketable title in the name of seller.

Taxes and other general assessments shall be prorated as of the date of the exercise of the option.

36 7066

This option may be exercised by the buyer, at any time while the offer herein shall remain in force, by mailing or delivering in person a written notice of acceptance of the offer herein to the undersigned, Robert Ring, at Route #4, Buhl, Idaho.

The offer herein shall remain irrevocable for a period of four years from the date hereof and shall remain in force thereafter until one year from the date hereof unless earlier terminated by the seller. The seller may terminate this offer at any time after the four years irrevocable period provided herein by giving to the buyer 10 days written notice of intention to terminate at the address of the buyer.

IN WITNESS WHEREOF, the seller and buyer have set their hands this 17th day of September, 1970.

Robert Ring

Irene Ring
Seller

Buyer

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

On this _____ day of September, 1970 before me, the undersigned, a notary public in and for said State personally appeared Robert Ring and _____ Ring, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Notary Public for the State of Idaho, residing at _____, Idaho

98 7066

of Lot 1 of Section 7, Lot 2 in the NW¼ NW¼ Sec 29, all in Township South, Range 14 E BM,

George - I have sent the original Copy of the 2nd option to Norman Standal - Here's a copy for you

Exhibit "A"

DAVE P. NICHOLSON
Real Estate Broker

HAGERMAN, IDAHO 83332
Telephone 837-4731

October 29, 1969

Lease with Option to Purchase

We, Norman Standal and George H. Henson, do hereby deposit the sum of $100.00 with Dave Nicholson, a Real Estate Broker. Said $100.00 is to be the first months payment on an option to purchase Lot 7 Sec. 20 and Lot 1 and NE¼ of NW¼ of Sec. 29 all in Twsp 8 So. R 14 EBM, Containing 176.6 acres more or less, owned by Norman L. Anderson.

Said option is to run from October 29, 1969 until October 29, 1974. Payments to be $100.00 per month, in advance, beginning October 29, 1969. Buyers have privilege of buying property at any time during the option term for the agreed price of $50,000.00, payable 29% down, and balance of $35,500.00 to be payable in twelve equal annual payments plus 6% interest on the unpaid balances. Buyers to have privilege of paying off any time after first annual payment has been made without any penalty. Seller is to furnish Policy of Title Insurance when 29% has been paid and deed when total sale price is paid.

The above offer provides that no excavation or other disturbance of the top soil will be effected until after one-half of purchase price has been paid. This proviso is not to be construed to mean prevention of normal cultivation of the soil in farming, the operation of a golf course, mobile home park or fish farm. Buyers to have the right to construct the necessary facilities, including buildings, excavation and pipelines, etc. for installation and operation of commercial fish rearing facilities, such as pond raceways etc. But should be interpreted to prevent the excavation and sale of rock, sand and gravel pits or otherwise materially changing the natural contour of the terrain.

If option is forfeited at any time, the money paid on option shall be divided between seller and broker as follows: 50% to seller and 50% to broker. Further when option is taken up and 29% of purchase price is paid Dave Nicholson shall be entitled to 5% of sale price as his commission.

All option money paid by buyers shall apply as part of the 29% down payment and any option money paid to broker shall apply as part of his 5% commission

October [illegible]

The offer contained in this lease was accepted with the following exceptions:
That part of the statement pertaining to division of money paid on option:
50% to seller and 50% to broker, was changed to read, collected was a result of this transaction [illegible] between seller and broker.

36 706

TO WHOM IT MAY CONCERN

I, Truett C. Anderson have entered into an agreement with Norman S. Standal and George H. Lemson leasing to them and giving them the option to purchase Lot 7, Lot 2, and the NW¼ of NW¼ of Section 20 all in Township 8S Range 14EBM for the purpose of establishing a fish farm.

State of Idaho, County of Twin Falls

On this _____ day of _____ 1969, before me, Notary Public in and for said State personally appeared Truett C. Anderson known to me to be the person whose names are subscribed to the written instrument, and acknowledged to me that they executed the same.

_____

Notary Public for _____

Residing at _____

My commission expires

_____

36 706

ROSTER OF ATTENDANCE

36-7066 - George Lemmon and Norman Standal

Twin Falls City Hall, Council Chambers, Twin Falls, Idaho

October 19, 1970 at 9:00 a.m.

Name	Address	Representing
John Roshoit	P.O. 525 Twin Falls	Hardy & Koster ~~Twin Falls~~
Richard Koster	Route 4 Buhl Idaho	
Earl Hardy	1320 Vista Ave., Boise	
Frederick H Plankey	Box 508 Twin Falls Idaho.	
Leon E Smith Jr	"	Standaill, Lemman & Hintze
R. E. Dearhout	3027 Borne St Boise, Ida.	
M. B. Standal	Star Rt Boise Ida.	
D. J. Hintz	AQUACULTURE INDUSTRIES, INC. 313 SNOSHONE ST. N. TWIN FALLS, IDAHO	
Don Ramberg	B.L.M. Shoshone Idaho	B.L.M.
Curtis R. Taylor	BLM Boise, Idaho	
Vincent J. Hecker	BLM Boise, Idaho	

36 7066

ROBERT W. STEPHAN
ROBERT N. W. BALLEISEN
DANIEL A. SLAVIN

STEPHAN AND BALLEISEN
ATTORNEYS AT LAW
TWIN FALLS BANK AND TRUST CO. BUILDING
TWIN FALLS, IDAHO 83301

TELEPHONE 208 733-2722
P. O. BOX 183

RECEIVED
OCT 12 1970
Department of Water Administration

October 9, 1970

MR. C. STEPHEN ALLRED
Deputy Director
Department of Water Admn.
Statehouse
Boise, Idaho 83707

Re: Permit No. 36-7066

Dear Mr. Allred:

In response to your Notice of Conference and/or Hearing of October 6, we wish to reiterate that our clients have no claim to maintain against George Lemmon, Norman Standal or Permit No. 36-7066. We do, however, wish to maintain our claim against Mr. Don Hinze, who, we understand, has Permits No. 36-7068 and 36-7069 now pending before you. Our clients have a creditors' claim against Mr. Don Hinze, arising from engineering work done to perfect his applications, and we feel compelled to explain the circumstances surrounding that claim.

We would sincerely appreciate being notified of the intended time of hearing on applications 36-7068 and 36-7069.

Sincerely,

STEPHAN, BALLEISEN AND SLAVIN

Daniel A. Slavin

DAS:ls

36 7066

ok to file
BDF 10/12/70

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION
Statehouse – Annex 2
Boise, Idaho 83707
(208) 384-2215

October 6, 1970

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

Twin Falls City Hall
Twin Falls,
Idaho 83301

Dear Sirs:

This letter is to confirm the use of a room at the City Hall for meetings to be held by this office. Our meetings are scheduled for the 19th of October, 1970.

Thank you for your cooperation in this matter.

Very truly yours,

LORIAN CLAY
Appropriation Examiner

DC:KH

36 7066

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Show to whom, date, and address where delivered ☐ Deliver ONLY to addressee

(Additional charges required for these services)

RECEIPT

Received the numbered article described below.

REGISTERED NO.

CERTIFIED NO.

22252

INSURED NO.

1 SIGNATURE OR NAME OF ADDRESSEE (*Must always be filled in*)

Thomas Stanek

2 SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

10-7-70

3 SHOW WHERE DELIVERED (*only if requested*)

Same

o55—18—71548-10 GPO

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

POSTMARK OF DELIVERING OFFICE

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DEPARTMENT OF WATER ADMINISTRATION

STREET AND NO. OR P.O. BOX

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DOVER 19901 DEL.

POST OFFICE, STATE, AND ZIP CODE

POD Form 3811 Apr. 1967

65—10—71648-10

INSTRUCTIONS TO DELIVERING EMPLOYEE

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Received the numbered article described below.

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22255

INSURED NO.

1. SIGNATURE OR NAME OF ADDRESSEE (*Must always be filled in*)

P. O. BOX 1716

BOISE, IDAHO

2. SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

OCT 7 1970

3. SHOW WHERE DELIVERED (*only if requested*)

Robert Smith 36 7066

c55—16—71548-10 GPO

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

POSTMARK OF DELIVERING OFFICE
BOISE ID
OCT 7 1970
USPO

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BOISE, IDAHO 83707

POST OFFICE, STATE, AND ZIP CODE

38 7066

FOD Form 3811 Apr. 1967

656—10—71648-10

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22251

INSURED NO.

DATE DELIVERED

OCT 8 1970

1. SIGNATURE OR NAME OF ADDRESSEE (*Must always be filled in*)

Joanne Blankenship Mesa

2. SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Joanne Walker

3. SHOW WHERE DELIVERED (*only if requested*)

38 7066

o55—16—71548-10 GPO

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

POSTMARK OF DELIVERING OFFICE



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BOISE, IDAHO 83707

POST OFFICE, STATE, AND ZIP CODE

POD Form 3811 Apr. 1967

058—10—71548-10

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RECEIPT

Received the numbered article described below.

REGISTERED NO.

CERTIFIED NO.

22253

INSURED NO.

1 SIGNATURE OR NAME OF ADDRESSEE (*Must always be filled in*)

Teresa Schaefer

2 SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

OCT 8 - 37

3 SHOW WHERE DELIVERED (*only if requested*)

36 7066

c56—16—71848-10 GPO

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

POSTMARK OF DELIVERING OFFICE

OCT 8 1970

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STATEHOUSE ANNEX
BOISE, ID 83707

POST OFFICE, STATE, AND ZIP CODE

POD Form 3811 Apr. 1967

GSE—10—71548-10

INSTRUCTIONS TO DELIVERING EMPLOYEE

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Received the numbered article described below.

REGISTERED NO.

CERTIFIED NO.

22254

INSURED NO.

DATE DELIVERED

10-2-70

1. SIGNATURE OR NAME OF ADDRESSEE (*Must always be filled in*)

Augustine Hernandez

2. SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Augustine Hernandez

3. SHOW WHERE DELIVERED (*only if requested*)

San [illegible]

c55—16—71548-10 GPO

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

POSTMARK OF DELIVERING OFFICE

OCT 7 1970

IDAHO

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BOISE, IDAHO 83702

POST OFFICE, STATE, AND ZIP CODE

POD Form 3811 Apr. 1967 055—10—71048-10

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(Additional charges required for these services)

RECEIPT

Received the numbered article described below.

REGISTERED NO.

CERTIFIED NO.

22247

INSURED NO.

1 SIGNATURE OR NAME OF ADDRESSEE (*Must always be filled in*)

Richard Kasten

2 SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

10/12/20

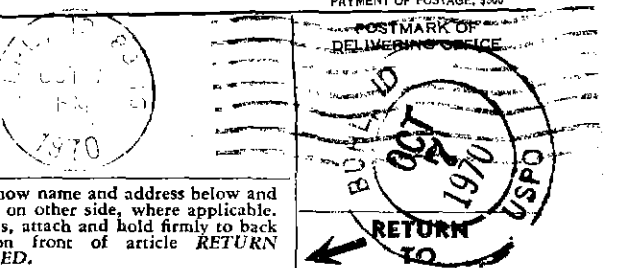
3 SHOW WHERE DELIVERED (*only if requested*)

7066

c55—16—71543-10 GPO

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300



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36 2066

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056—16—71648-10

INSTRUCTIONS TO DELIVERING EMPLOYEE

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RECEIPT

Received the numbered article described below.

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22249

INSURED NO.

DATE DELIVERED

1 SIGNATURE OR NAME OF ADDRESSEE (*Must always be filled in*)

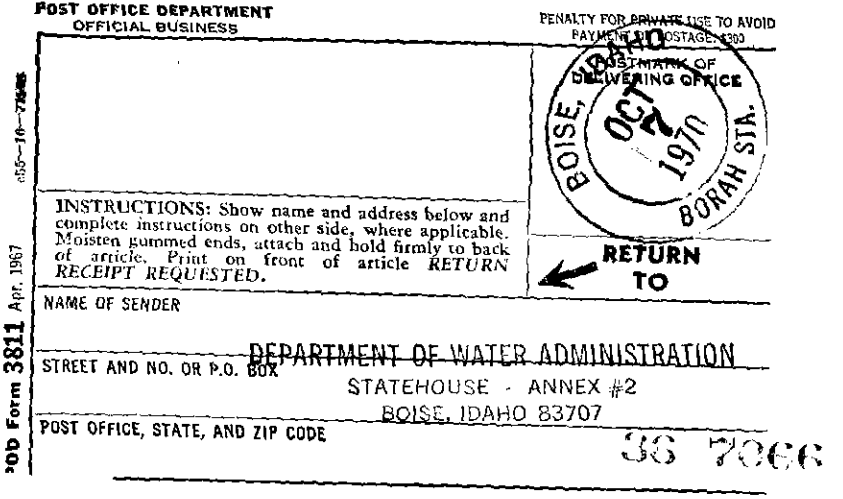
B L M

2 SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Billy Snider

3 SHOW WHERE DELIVERED (*only if requested*)

c55—16—71548-10 GPO


POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

POSTMARK OF DELIVERING OFFICE

BOISE, IDAHO OCT 2 19?? BORAH STA.

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POST OFFICE, STATE, AND ZIP CODE

36 7066

POD Form 3811 Apr. 1967

555-16-73845

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Received the numbered article described below.

REGISTERED NO.

CERTIFIED NO.

22250

INSURED NO.

DATE DELIVERED

OCT 7 19[illegible]

1 SIGNATURE OR NAME OF ADDRESSEE (*Must always be filled in*)

Mary Lou Litton Mary Lou

2 SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Cathy Marcum

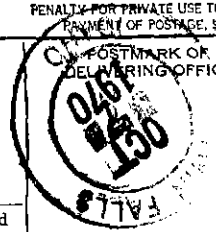
SHOW WHERE DELIVERED (*only if requested*)

36 7066

c55—16—71548-10 GPO

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300



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STATEHOUSE - ANNEX #2

BOISE, IDAHO 83707

POST OFFICE, STATE, AND ZIP CODE

56 706

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65—16—71648-10

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REGISTERED NO.

CERTIFIED NO.

22248

INSURED NO.

1 SIGNATURE OR NAME OF ADDRESSEE (*Must always be filled in*)

Eva Hardy

2 SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

OCT 7 1971

SHOW WHERE DELIVERED (*only if requested*)

36 706

c55—16—71548-10 GPO

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

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BOISE, IDAHO ANNEX STA.
OCT 7 1970
RETURN TO

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NAME AND ADDRESS OF SENDER Department of Water Administration

Indicate type of mail: ☐ INSURED ☐ C. O. D. ☒ CERTIFIED

Affix stamp here if issued as certificate of mailing or for additional copies of this bill.

POSTMARK AND DATE OF RECEIPT

	NUMBER OF ARTICLE	NAME OF ADDRESSEE, STREET, AND POST-OFFICE ADDRESS	POSTAGE	FEE	DUE SENDER IF C. O. D.	ENDORSEMENT [1]	R. R. FEE	S. D. FEE	S. H. FEE [2]	RESTRICTED DELIVERY FEE / REMARKS
✓ 1	22247	Richard Kuntz, 3614 Jewel Idaho		30			15			36-7066-7067
✓ 2	22248	Earl Handy, 1220 Vista Ave Boise Idaho		30			15			36-7066-7068
✓ 3	22249	Andy Taylor Acting Manager, Bureau								36-7069
4		of Land management, Room 3324, Federal		30			15			36-7066-7070
5		Bldg, Boise, Idaho								
✓ 6	22250	Larry Robertson, Daly & Lawson					15			36-7066-7071
7		Attn: John A. Rashat, P.O. Box 525								36-7069-7091
8		Twin Falls, Idaho								
✓ 9	22251	Kramer, Pla Ray & Wahl Attn. Bo-		30			15			36-7066-7069
10		e Lynch P. Box 508, Twin Falls Idaho								36-7091
✓ 11	22252	Marion L. McDaniel & George H. Lawson		30			15			36-7066-7072
12		Star Route, Boise, Idaho								36-7069-7091
✓ 13	22253	Stephan & Callejo Att. Daniel B.		30			15			36-7066
14		Lavin, Twin Falls Bank & Trust Co. Bldg								
15		P.O. Box 83, Twin Falls, Idaho								
✓ 16	22254	Donald F. Heinz, 232 Fourth East		30			15			36-7068-7069
17		Twin Falls, Idaho								36-7091
✓ 18	22255	Idaho Power company, 1220 Idaho Street,		30			15			36-7069
19		Boise, Idaho								
20		36 7066								

TOTAL NUMBER OF PIECES LISTED BY SENDER	TOTAL NUMBER OF PIECES RECEIVED AT POST OFFICE	POSTMASTER, PER (Name of receiving employee)
9		

[1] Mark "F" if "Fragile," "P" if "Perishable," "E" if "Eggs," "EH" if "Eggs for Hatching," "B" if "Butter," "FL" if "Fragile-Liquid," and "FLU" if "Fragile-Liquid—This Side Up."

[2] Special-handling charges apply only to fourth-class parcels. Special-delivery service also includes special-handling service.

POD Form 3877-A—July 1958

U. S. GOVERNMENT PRINTING OFFICE C48—16—72248-2

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION
Statehouse – Annex 2
Boise, Idaho 83707

36-7005

BEFORE THE DIRECTOR

OF THE

IDAHO DEPARTMENT OF WATER ADMINISTRATION

In the Matter of Protests Against Approval of Application for Permit No. 36-7066 in the names of GEORGE LEMMON & NORMAN STANDAL	NOTICE OF CONFERENCE AND/OR HEARING

On June 19, 1969, George Lemmon & Norman Standal, Hagerman, Idaho, filed with the Department of Water Administration an application to appropriate the public waters of the State of Idaho. That application was amended on November 26, 1969. On August 22, 1969 and again on December 22, 1969, the Department received a protest filed by Richard Kaster, Buhl, Idaho, against approval of said application for permit. On December 27, 1969, the Department received a protest against approval of said application for permit from Earl M. Hardy, Boise, Idaho.

The Department has set the matter of protests for conference and/or hearing on October 19, 1970, at 9:00 a.m., in the Twin Falls City Hall, Council Chambers, 321 2nd Ave. East, Twin Falls, Idaho. Any hearing will be held in accordance with the Rules and Regulations of the Idaho Code and adopted Rules of Practice and Procedure of the Department of Water Administration. Opportunity shall be afforded all parties to respond and present evidence and argument on all issues involved. The parties are hereby notified that the only condition under which this Department would favorably consider a request for cancellation of this conference and/or hearing would be the withdrawal of this application.

Any party may request in writing five (5) days before any hearing that the oral proceedings thereof be taken in the form of stenographic notes. Any party may have such stenographic notes of the oral proceedings, or part thereof, transcribed at his own expense. A taped record of the proceedings will be maintained for the appeal period.

Failure to appear at the time and place set for hearing by the applicants or protestants may allow the Department without prejudice to dismiss the protests or the application. Any and all cost incurred by reason of such non-appearance may be assessed against such non-appearing parties.

Dated this 6th day of October, 19 70.

C. STEPHEN ALLRED
Deputy Director

Mailed this 6th day of October, 1970, to Richard Kaster, Rte. 4, Buhl, Idaho, certified No. 22247; Earl Hardy, 1220 Vista Ave., Boise, Idaho, certified No. 22248; Curtis Taylor, Acting Manager, Bureau of Land Management, Room 334, Federal Bldg., Boise, Idaho, certified mail No. 22249; Parry, Robertson, Daly & Larson, Attn: John A. Rosholt, P.O. Box 525, Twin Falls, Idaho, certified fmail No. 22250; Kramer, Plankey & Meehl, Attn: Leon E. Smith, Jr., Box 508, Twin Falls, Idaho, certified mail No. 22251; Norman S. Standal & George H. Lemmon, Star Route, Bliss, Idaho, certified mail No. 22252; Stephan & Balleisen, Twin Falls Bank & Trust Co. Bldg., P.O. Box 83, Attn: Daniel A. Slavin, Twin Falls, Idaho, certified mail No. 22253

7066

MEMO

Re: Applications for Permit No. 36-7066
36-7068
36-7069
36-7091

Mr. Leon Smith, Attorney for Standal and Hinze, called September 29, 1970, a.m., to ask that the conferences and/or hearings set for October 5 be vacated because they could not get witnesses here and thought that they might settle otherwise.

I told him that the only way that we could vacate the conferences and/or hearings was if all parties stipulated and then in this case I questioned that we would because of prior happenings with regard to these permit applications.

Mr. Smith advised that he would attempt to get others to stipulate and would then call Kolth.

C. STEPHEN ALLRED
Deputy Director

36 7066

ROBERT W. STEPHAN
ROBERT N. W. BALLEISEN
DANIEL A. SLAVIN

STEPHAN AND BALLEISEN
ATTORNEYS AT LAW
TWIN FALLS BANK AND TRUST CO. BUILDING
TWIN FALLS, IDAHO 83301

TELEPHONE 208 733-2722
P.O. BOX 83

RECEIVED
SEP 16 1970
Department of Water Administration

September 15, 1970

MR. C. STEPHEN ALLRED
Deputy Director
Idaho Department of Water Admn.
Statehouse
Boise, Idaho 83707

Re: Permit No. 36--7066-George Lemmon and Norman Standall

Dear Mr. Allred:

We appreciate receipt of Notice of the intended conference or hearing in protest of the above application, set for October 5, 1970. After conferring with our clients, we understand that all claims against George Lemmon and Norman Standall have been satisfied. Because satisfaction has been had, we will neither appear nor protest at said October 5 hearing.

Sincerely,

STEPHAN, BALLEISEN AND SLAVIN

Daniel A. Slavin

DAS:ls

36 7066

September 9, 1970

C

Twin Falls City Hall
Twin Falls,
Idaho 83301

O

Dear Sirs:

This letter is to confirm the use of a room at the city hall for meetings to be held by this office.

P

Our meetings are scheduled for the 5th, 6th, and 7th of October, 1970.

Thank you for your cooperation in this matter.

Very truly yours,

Y

Donald W. McEldowney
Appropriation Supervisor

DWM:KH

7060

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Show to whom, date, and address where delivered ☐ Deliver ONLY to addressee

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RECEIPT

Received the numbered article described below.

REGISTERED NO.

CERTIFIED NO.

22166

INSURED NO.

1. SIGNATURE OR NAME OF ADDRESSEE (*Must always be filled in*)

BLM

2. SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Betty Grider

DATE DELIVERED

SEP 9 1971

3. SHOW WHERE DELIVERED (*only if requested*)

36 22661

68-108-71648-10 GPO

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

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BOISE, IDAHO
SEP 9 1970
BURAH STA.

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BOISE, IDAHO 83707

POST OFFICE, STATE, AND ZIP CODE

POD Form 3811 Apr. 1967

655—16—71648-16

INSTRUCTIONS TO DELIVERING EMPLOYEE

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RECEIPT

Received the numbered article described below.

REGISTERED NO.

CERTIFIED NO.

22167

INSURED NO.

1 SIGNATURE OR NAME OF ADDRESSEE (*Must always be filled in*)

Earl Hardy

2 SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

SEP 9 1970

3 SHOW WHERE DELIVERED (*only if requested*)

36 2066

c55—16—71548-10 GPO

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

POST OFFICE OF DELIVERING OFFICE

9

USPO

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DEPARTMENT OF WATER ADMINISTRATION

STREET AND NO. OR P.O. BOX

STATEHOUSE - ANNEX #2

BOISE, IDAHO 83707

POST OFFICE, STATE, AND ZIP CODE

7066

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INSTRUCTIONS TO DELIVERING EMPLOYEE

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(Additional charges required for these services)

RECEIPT

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REGISTERED NO.

CERTIFIED NO.

22165

INSURED NO.

1 SIGNATURE OR NAME OF ADDRESSEE (*Must always be filled in*)

Larry Robertson, Daly & Larson

2 SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

By Elouise Skeen

DATE DELIVERED

SEP 9 1971

SHOW WHERE DELIVERED (*only if requested*)

36 7868

555-10-71648-10 GPO

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

POSTMARK OF DELIVERING OFFICE



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DEPARTMENT OF WATER ADMINISTRATION

STREET AND NO. OR P.O. BOX

STATEHOUSE - ANNEX #2
BOISE, IDAHO 83707

POST OFFICE, STATE, AND ZIP CODE

~~26 2066~~

POD Form 3811 Apr. 1967

055—16—71548-10

INSTRUCTIONS TO DELIVERING EMPLOYEE

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(Additional charges required for these services)

RECEIPT

Received the numbered article described below.

REGISTERED NO.

CERTIFIED NO.

22168

INSURED NO.

1 SIGNATURE OR NAME OF ADDRESSEE (*Must always be filled in*)

Richard Kaster

2 SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

9/15/70

3 SHOW WHERE DELIVERED (*only if requested*)

36 7000

c55—16—71548-10 GPO

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

POSTMARK OF DELIVERING OFFICE

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POST OFFICE, STATE, AND ZIP CODE

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REGISTERED NO.

CERTIFIED NO.

22162

INSURED NO.

DATE DELIVERED

1 SIGNATURE OR NAME OF ADDRESSEE (*Must always be filled in*)

Sophia + Gallus

2 SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Daniel Slavi

3 SHOW WHERE DELIVERED (*only if requested*)

33 7066

o55—16—71548-10 GPO

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

POSTMARK OF DELIVERING OFFICE



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POST OFFICE, STATE, AND ZIP CODE

36 2866

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22163

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9-11-70

1 SIGNATURE OR NAME OF ADDRESSEE (*Must always be filled in*)

Standal & Lemmon

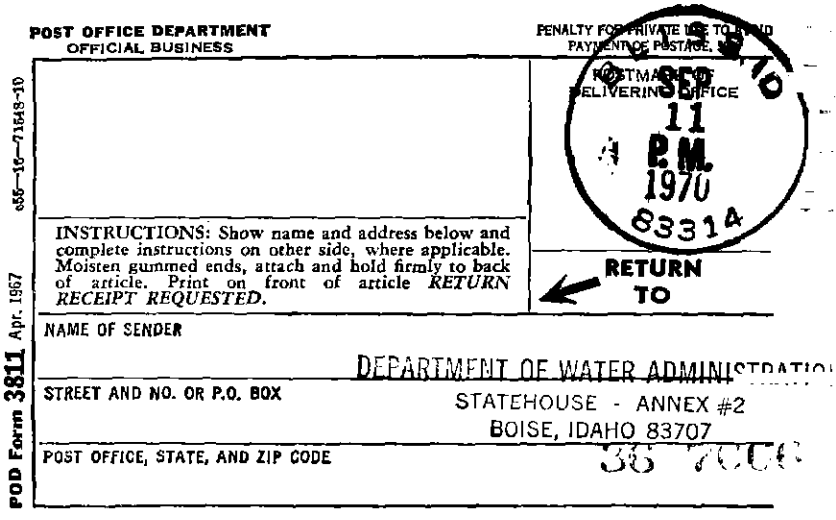
2 SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Mrs. Norman Standal

3 SHOW WHERE DELIVERED (*only if requested*)

SS 7066

c55—16—71548-10 GPO



POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $

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11 P.M. 1970 83314

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POD Form 3811 Apr. 1967

555—16—71643-10

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INSURED NO.

DATE DELIVERED

1 SIGNATURE OR NAME OF ADDRESSEE (*Must always be filled in*)

Leanna Blankley + Mail

2 SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

by Diana Walker

3 SHOW WHERE DELIVERED (*only if requested*)

35 [illegible]

16—71668-10 GPO

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID
PAYMENT OF POSTAGE, $300

POSTMARK OF
DELIVERING OFFICE



INSTRUCTIONS: Show name and address below and complete instructions on other side, where applicable. Moisten gummed ends, attach and hold firmly to back of article. Print on front of article *RETURN RECEIPT REQUESTED.*

NAME OF SENDER

DEPARTMENT OF WATER ADMINISTRATIO

STREET AND NO. OR P.O. BOX

STATEHOUSE - ANNEX #2
BOISE, IDAHO 83707

POST OFFICE, STATE, AND ZIP CODE

~~26 7066~~

POD Form 3811 Apr. 1967 655—16—71548-10

NAME AND ADDRESS OF SENDER Department of Water Administration

Indicate type of mail ☐ INSURED ☐ C. O. D. ☒ CERTIFIED

Affix stamp here if issued as certificate of mailing or for additional copies of this bill.

POSTMARK AND DATE OF RECEIPT

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✓ 1	22162	Stephan & Ballinger, Attn. David A	06	30			15			36-7066
2		Slavin, Twin Falls Bank & Trust Co.								
3		Bldg. P.O. Box 83 Twin Falls Idaho								
✓ 4	22163	Norman L. Standal & George H. Inman	06	30			15			36-7066-7068
5		Star Route, Filer, Idaho								36-7069-7091-7121
✓ 6	22164	Kramer, Markey & Merrill 711 Idaho	06	30			15			36-7066-7069
7		Smith Jr. Box 508 Twin Falls								36-7091
✓ 8	22165	Ray Robertson, Daly & Larson, Attn.	06	30			15			36-7066-7068
9		John A Rosholt, P.O. Box 225, Twin Falls							36	7069-7091
✓ 10	22166	Curtis Taylor Acting manager Bureau	06	30			15			36-7066-7068
11		of Land Management Room 334								36-7069
12		Federal Bldg. Boise Idaho								
✓ 13	22167	Earl Hardy, 1270 Vista Avenue Boise Ida	06	30			15			36-7066-7068-7091
✓ 14	22168	Richard Krasel, Route 4, Buhl, Idaho	06	30			15			36-7066-7068-7091
✓ 15	22169	Donald J. Hinz, 132 Locust Street North	06	30			15			36-7068-7069
16		Twin Falls, Idaho								36-7091
✓ 17	22170	Idaho Power Company, 1220 Idaho Street	06	30			15			36-7069
18		Boise, Idaho								
✓ 19	22171	Idaho Environmental Council Inc. P.O. Box	06	30			15			36-7121
20		3371 University Station, Moscow Idaho								

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[2] Special-handling charges apply only to fourth-class parcels. Special-delivery service also includes special-handling service.

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36 7066

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION
Statehouse – Annex 2
Boise, Idaho 83707

36-7016

BEFORE THE DIRECTOR

OF THE

IDAHO DEPARTMENT OF WATER ADMINISTRATION

In the Matter of Protest Against Approval of Application for Permit No. 36-7066 in the names of GEORGE LEMMON & NORMAN STANDAL

NOTICE OF CONFERENCE AND/OR HEARING

On June 19, 1969, George Lemmon & Norman Standal, Hagerman, Idaho, filed with the Department of Water Administration an application to appropriate the public waters of the State of Idaho. That application was amended on November 26, 1969. On August 22, 1969, and again on December 22, 1969, the Department received a protest filed by Richard Kaster, Buhl, Idaho, against approval of said application for permit. On December 27, 1969, the Department received a protest against approval of said application for permit from Earl M. Hardy, Boise, Idaho.

The Department has set the matter of protests for conference and/or hearing on October 5, 1970, at 9:00 a.m., in the Twin Falls City Hall, Council Chambers, 321 2nd Ave. East, Twin Falls, Idaho. Any hearing will be held in accordance with the Rules and Regulations of the Idaho Code and adopted Rules of Practice and Procedure of the Department of Water Administration. Opportunity shall be afforded all parties to respond and present evidence and argument on all issues involved.

Any party may request in writing five (5) days before any hearing that the oral proceedings thereof be taken in the form of stenographic notes. Any party may have such stenographic notes of the oral proceedings, or part thereof, transcribed at his own expense. A taped record of the proceedings will be maintained for the appeal period.

Failure to appear at the time and place set for hearing by the applicants or protestants may allow the Department without prejudice to dismiss the protests or the application. Any and all cost incurred by reason of such non-appearance may be assessed against such non-appearing parties.

Dated this 2nd day of September, 1970.

C. STEPHEN ALLRED
Deputy Director

Mailed this 8th day of September, 1970, to Stephan & Balleisen, Attn: Daniel A. Slavin, Twin Falls Bank and Trust Co., Bldg., P.O. Box 83, Twin Falls, Idaho, certified No. 22162; Norman S. Standal & George H. Lemmon, Star Route, Bliss, Idaho, certified No. 22163; Kramer, Plankey & Meehl, Attn: Leon E. Smith, Jr., Box 508, Twin Falls, Idaho, certified No. 22164; Parry, Robertson, Daly & Larson, Attn: John A. Rosholt, P.O. Box 525, Twin Falls, Idaho, certified No. 22165; Mr. Curtis Taylor, Acting Manager, Bureau of Land Management, Room 334, Federal Bldg., Boise, Idaho, certified No. 22166; Earl Hardy, 1220 Vista Avenue, Boise, Idaho, certified No. 22167; Richard Kaster, Rte. 4, Buhl, Idaho, certified No. 22168

36 7066

By Faye Kendall

KRAMER, PLANKEY & MEEHL
Attorneys at Law

DOUGLAS D. KRAMER
FREDERICK F. PLANKEY
DANIEL B. MEEHL
LEON E. SMITH JR.
PAUL M. BEEKS

210 6TH AVE. EAST
BOX 508
TWIN FALLS, IDAHO 83301
PHONE 733-6684

RECEIVED
AUG 20 1970
Department of Water Administration

August 18, 1970

Mr. Donald McEldowney
Department of Water Administration
Statehouse - Annex 2
Boise, Idaho 83701

Re: Magic Springs Water Permits

Dear Don:

Apparently Norman Standal had a conversation with you not too long ago where you indicated to him that you had received no request for an immediate hearing on the water permit applications by Hintze, Lemmon, Standal, Hardy and Kaster and the protests made thereto. I did mail a letter to your Department asking for the earliest hearing date possible over a month ago. I am concerned now that it may have been misrouted. I herewith am mailing a copy of that letter and the enclosures in order that we may get a hearing established as soon as possible.

Yours truly,

KRAMER, PLANKEY & MEEHL

Leon E. Smith, Jr.

LES:le
Encl.

36 7066

RECEIVED
AUG 20 1970
Department of Water Administration

July 13, 1970

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

Re: Application #36-7066, 36-7069 and 36-7091

Dear Keith:

I want to thank you and Don for your cooperation on this matter and it appears that the protestants in this case, Richard Kaster and Earl Hardy, have withdrawn the Stipulation that they previously indicated they wanted to enter into. We have not been able to resolve anything upon Stipulation.

I am enclosing a proposed second stipulation submitted to me by Mr. John Rosholt of Parry, Robertson, Daly & Larson. The only reason that I enclose same is to show your office that the protestants, Richard and Earl, desire that separate hearings be held on all of the applications submitted and protested to concerning Blind Canyon and Box Canyon. It is our wish that we proceed with a formal hearing similar to that proposed by said protestants. Therefore, on behalf of Donald Hintze, Normal Standall and George Lemmon, we hereby request a formal hearing on each of the applications above set forth. Each of these applications have been filed and each has been protested to by one party or the other. We hereby request that each application be taken in its numerical order, or order of filing, and heard by formal hearing, with transcript taken, at the earliest possible date.

If briefs need be submitted to support the formal argument, we will be happy to do so after the hearing.

I am sending a copy of this letter to John Rosholt in order that, if any objections is raised, he will have time in which to object.

I see no reason why the applications and protests thereto cannot all be considered in one day by successive hearings. Perhaps we will be able to consider all of the matters pertaining to the water in Blind Canyon and Box Canyon.

36 7066

I stress again, that we request the Department of Water Administration to schedule the formal hearings at the earliest date possible in order that the successful applicants can proceed with development or in the alternative, the unsuccessful applicants will have time to prepare an appeal if desired and bring this matter to a final determination.

I look forward to hearing from you with the new "Notice of Hearing." Until then, I remain

Yours truly,

KRAMER, PLANKEY & MEEHL

Leon E. Smith, Jr.

LES:lls
Encl.

BEFORE

THE

DIRECTOR OF THE DEPARTMENT OF WATER ADMINISTRATION

OF THE STATE OF IDAHO

RECEIVED
JUL 1970
Water Administration

In the Matter of Applications for Permits to Appropriate Water Nos. 36-7066, 36-7068, 36-7069 & 36-7091	STIPULATION

It is herein agreed by and between the parties who are either applicants or protestants to the above Applications for Permits to Divert the waters of the State of Idaho as follows:

1. A separate hearing be held on Applications Nos. 36-7066, 36-7068 & 36-7069.

2. Applications Nos. 36-7066, 36-7068 & 36-7069 may be consolidated for the purposes of a formal hearing.

3. It is herein acknowledged that applicants under Application No. 36-7091 will oppose as not having been timely filed that certain protest to Application No. 36-7091 filed on June 29, 1970, by George Lemmon, Norman Standal, and Donald Hintze.

4. It is further stipulated and agreed that if the Director allows the protest of George Lemmon, Norman Standal, and Donald Hintze to Application No. 36-7091, that a separate formal hearing be held on said application.

5. It is hereby agreed that if said protest to Application No. 36-7091 filed by George Lemmon, Norman Standal, and Donald Hintze is not allowed, that it shall be in the discretion of the Director as to whether or not a formal hearing is necessary on said application.

6. It is hereby further stipulated and agreed that said formal hearings may be conducted on said applications in the numerical order of said applications.

PARRY, ROBERTSON, DALY & LARSON
P. O. Box 525
Attorneys for Richard Kaster and Earl Hardy
By: Lowell A. Noshoct

36 7066

KRAMER, PLANKEY & MEEHL
210 Sixth Avenue East
Attorneys for Norman Standal, Donald Hintze, and George Lemmon
By: _____

ORDER

Pursuing to the foregoing stipulation,

IT IS HEREBY ORDERED that formal hearings be scheduled on the above Applications for Permit in accordance with the foregoing stipulation.

DATED this _____ day of _____, 1970.

_____
DIRECTOR
Department of Water Administration

36 7006

RECEIVED
AUG 13 1970
Department of Water Administration

PARRY, ROBERTSON, DALY & LARSON
LAWYERS
FIDELITY 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

August 11, 1970

Donald McEldowney
Department of Water Administration
State House - Annex 2
Boise, Idaho

Re: Harty and Kaster -- Hintze, Lemmon, and Standal

Dear Don:

I had a telephone call from Richard Kaster last week. He asked that I check with you to determine if your understanding of what has transpired is the same as ours.

Because of two items which Mr. Smith wished to incorporate in the stipulation, and which my clients did not think should be considered in a joint hearing, we were unable to agree as to a stipulation and a consolidated hearing on all of the outstanding permits.

Consequently, in the stipulation which has been mailed to you, we requested that a separate hearing be held on each numbered application. We suggested that perhaps the hearings be scheduled in accordance with the lowest number first, second lowest second, etc.

If there has been some confusion concerning what has transpired, I hope this letter will clarify the same. If not, feel free to contact me with any further questions.

Sincerely,

John A. Rosholt

JOHN A. ROSHOLT

JAR:mah

38 7066

RECEIVED
AUG 5 1970
Department of Water Administration

August 3, 1970

Mr. C. Stephen Allred,
Deputy Director
Idaho Dept. of Water Administration
Statehouse - Annex 2
Boise, Idaho 83707

Dear Mr. Allred:

I would like to request that a formal hearing be scheduled as soon as possible on the water filings that I protested against George Lemmon, Norman Standal and Donald Hinze, Nos. 36-7066, 36-7068 and 36-7069, in order that the Dept. of Water Administration can make their decision as soon as possible.

Richard Kaster

Richard Kaster

36 7066

KRAMER, PLANKEY & MEEHL
Attorneys at Law

DOUGLAS D. KRAMER
FREDERICK F. PLANKEY
DANIEL B. MEEHL
LEON E. SMITH JR.
PAUL M. BEEKS

210 6TH AVE. EAST
BOX 808
TWIN FALLS, IDAHO 83301

PHONE 733-6684

RECEIVED
JUL 15 1970
Department of Water Administration

July 13, 1970

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

Re: Application #36-7066, 36-7069 and 36-7091

Dear Keith:

I want to thank you and Don for your cooperation on this matter and it appears that the protestants in this case, Richard Kaster and Earl Hardy, have withdrawn the Stipulation that they previously indicated they wanted to enter into. We have not been able to resolve anything upon Stipulation.

I am enclosing a proposed second Stipulation submitted to me by Mr. John Rosholt of Parry, Robertson, Daly & Larson. The only reason that I enclose same is to show your office that the protestants, Richard Kaster and Earl Hardy, desire that separate hearings be held on all of the applications submitted and protested to concerning Blind Canyon and Box Canyon. It is our wish that we proceed with a formal hearing similar to that proposed by said protestants. Therefore, on behalf of Donald Hintze, Normal Standall and George Lemmon, we hereby request a formal hearing on each of the applications above set forth. Each of these applications have been filed and each has been protested to by one party or the other. We hereby request that each application be taken in its numerical order, or order of filing, and heard by formal hearing, with transcript taken, at the earliest possible date.

If briefs need be submitted to support the formal argument, we will be happy to do so after the hearing.

I am sending a copy of this letter to John Rosholt in order that, if any objections are raised, he will have time in which to object.

I see no reason why the applications and protests thereto cannot all be considered in one day by successive hearings. Perhaps we will be able to consider all of the matters pertaining to the water in Blind Canyon and Box Canyon.

36 7066

I stress again, that we request the Department of Water Administration to schedule the formal hearings at the earliest date possible in order that the successful applicants can proceed with development or in the alternative, the unsuccessful applicants will have time to prepare an appeal, if desired, and bring this matter to a final determination.

I look forward to hearing from you with the new "Notice of Hearing". Until then, I remain

Yours truly,

KRAMER, PLANKEY & MEEHL

Leon E. Smith, Jr.

LES:lls
Encl.

cc: John Rosholt

BEFORE

THE

DIRECTOR OF THE DEPARTMENT OF WATER ADMINISTRATION

OF THE STATE OF IDAHO

In the Matter of Applications for)
)
Permits to Appropriate Water Nos.) STIPULATION
)
36-7066, 36-7068, 36-7069 & 36-7091)

It is herein agreed by and between the parties who are either applicants or protestants to the above Applications for Permits to Divert the waters of the State of Idaho as follows:

1. A separate hearing be held on Applications Nos. 36-7066, 36-7068 & 36-7069.

2. Applications Nos. 36-7066, 36-7068 & 36-7069 may be consolidated for the purposes of a formal hearing.

3. It is herein acknowledged that applicants under Application No. 36-7091 will oppose as not having been timely filed that certain protest to Application No. 36-7091 filed on June 29, 1970, by George Lemmon, Norman Standal, and Donald Hintze.

4. It is further stipulated and agreed that if the Director allows the protest of George Lemmon, Norman Standal, and Donald Hintze to Application No. 36-7091, that a separate formal hearing be held on said application.

5. It is hereby agreed that if said protest to Application No. 36-7091 filed by George Lemmon, Norman Standal, and Donald Hintze is not allowed, that it shall be in the discretion of the Director as to whether or not a formal hearing is necessary on said application.

6. It is hereby further stipulated and agreed that said formal hearings may be conducted on said applications in the numerical order of said applications.

PARRY, ROBERTSON, DALY & LARSON
P. O. Box 525
Attorneys for Richard Kaster and Earl Hardy
By: John A. Rosholt

36 7066

KRAMER, PLANKEY & MEEHL
210 Sixth Avenue East
Attorneys for Norman Standal, Donald Hintze, and George Lemmon
By: _____

ORDER

Pursuing to the foregoing stipulation,

IT IS HEREBY ORDERED that formal hearings be scheduled on the above Applications for Permit in accordance with the foregoing stipulation.

DATED this _____ day of _____, 1970.

_____
DIRECTOR
Department of Water Administration

36 7060

Leo Edna Smith - Court Reporter

Tuesday - June 23, 1970, Application No. 36-7066
Lemon & Standak

Smith moved for formal hearing at this time
Rosnat objected
Motion denied -

John Rosnat + Jerry Mc Cuskey

Parties have agreed to consolidate 7066, 7068 and 7071

Completed By July 1
Brief from Protestant By - 10
Reply Brief By - 20
Any Rebuttal By - Aug 1
(Return Briefs

7066 - Reynolds and Mintz Protest withdrawn

7068 - 7069 -

36 7066

KRAMER, PLANKEY & MEEHL
Attorneys at Law

DOUGLAS D. KRAMER
FREDERICK F. PLANKEY
DANIEL B. MEEHL
LEON E. SMITH JR.
PAUL M. BEEKS

210 6TH AVE. EAST
BOX 508
TWIN FALLS, IDAHO 83301

PHONE 733-6684

June 17, 1970

RECEIVED
JUN 19 1970
Department of Reclamation

Mr. R. Keith Higginson
State Reclamation Engineer
State of Idaho
Statehouse
Boise, Idaho 83707

Re: Filing #30-7066 and #36-7068

Dear Mr. Higginson:

I am acting as attorney for the applicants for the above numbered permits. We will be present at the hearing scheduled for June 23, 1970. We would like to request that this hearing be formal and that it be transcribed for the record.

I am enclosing herein for your purusal prior to the hearing:

1. Memorandum Re: Water Rights of Aquaculture, Inc.

2. Affidavit of Donald Hinze.

3. Affidavit of George Lemmon with attachments (Lease Option and list of hours and expenses).

I hope that this information will assist you in your determination of this matter and I am looking forward to meeting you at the hearing scheduled for next Tuesday.

Yours truly,

KRAMER, PLANKEY & MEEHL

Leon Smith

Leon E. Smith, Jr.

LES:lls
Encl.

RETURNED TO SMITH AT TWIN FALLS 6/23/70 RKH BY

36 7066

ROBERT W. STEPHAN
ROBERT N. W. BALLEISEN
Daniel A. Slavin

STEPHAN AND BALLEISEN
ATTORNEYS AT LAW
TWIN FALLS BANK AND TRUST CO. BUILDING
TWIN FALLS, IDAHO 83301

TELEPHONE 208 733-2722
P. O. BOX 83

May 20, 1970

RECEIVED
MAY 1970
Department of Reclamation

Mr. Keith Higginson
State Reclamation Engineer
State House
Boise, Idaho, 83707

Re: Magic-Springs, Inc.
Aqua-Culture, Inc.

Dear Mr. Higginson:

We represent an engineering consulting firm that has done work for the above corporations, or individuals connected therewith, preliminary to their filing an application for a water permit. When it came time for our clients to collect their fee, they found that a corporation did not, in fact, exist, and the individuals involved are arguing among themselves as to who is going to pay, and how much is going to be paid.

It concerns us, as it concerns our clients, that a representation was made that the work was for a corporation, when no corporation existed. We understand, that subsequent to our first inquiries, Articles of Incorporation were prepared and submitted to the Secretary of State.

At any rate, it appears probable that an application for a permit was filed in the name of the corporation that did not exist, by parties who would not appear to be financially responsible, and at a time when we no longer have the opportunity to protest to application.

The crux of this letter is to raise a protest to you, for whatever purpose it may serve. If it is correct that the time for protest has passed, you at least have the benefit of our knowledge and may find it useful for your own purposes. If, by some chance, this protest is timely, we ask that it be filed with your office and that we be notified of the time and place of hearing.

While I see no specific statutory impairment, I cannot help

but believe that to encourage this practice is to invite a fraud upon your department and upon the people of the State of Idaho.

Sincerely,

STEPHAN, BALLEISEN AND SLAVIN

Daniel A. Slavin

DAS/ic

36 7066

May 27, 1970

Twin Falls City Hall
Twin Falls,
Idaho 83301

Dear Sirs:

This letter is to confirm the use of a room at the city hall for meetings to be held by this office. Our meetings are scheduled for the 22nd and 23rd of June, 1970.

Thank you for your cooperation in this matter.

Very truly yours,

Donald W. McEldowney
Appropriation Supervisor

DWM:kh

COPY

36 7066

May 27, 1970

Twin Falls City Hall
Twin Falls,
Idaho 83301

Dear Sirs:

This letter is to confirm the use of a room at the city hall for meetings to be held by this office. Our meetings are scheduled for the 22nd and 23rd of June, 1970.

Thank you for your cooperation in this matter.

Very truly yours,

Donald W. McEldowney
Appropriation Supervisor

DWM:kh

COPY

36 7066

MAGIC SPRINGS, inc.
313 Shoshone Street North Twin Falls, Idaho 83301

TWIN FALLS, ID
PM
MAY 8
1970
83301

U.S. POSTAGE 6c

36 2722

Riedesel & Straubhar

1615 Addison Avenue East

Twin Falls, Idaho 83301

GROWERS AND PROCESSORS OF FRESH WATER FISH

This envelope is the only thing we have for either Magic Springs, Inc. or Aqua-Culture, Inc. I hope this will help.

Mrs. Burgess
Office Mgr.

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

POSTMARK OF DELIVERING OFFICE



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Department of Reclamation

STREET AND NO. OR P.O. BOX

Annex #2 Statehouse

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Boise, Idaho 83707

83 7066

POD Form 3811 Apr. 1967

055—10—71548-10

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RECEIPT

Received the numbered article described below.

REGISTERED NO.

CERTIFIED NO.

21910

INSURED NO.

DATE DELIVERED

MAY 28 19[illegible]

1 SIGNATURE OR NAME OF ADDRESSEE (*Must always be filled in*)

Barry Robertson, Daly & Larson

2 SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Shirley Newberry

SHOW WHERE DELIVERED (*only if requested*)

36 7066

c55—16—71548-10 GPO

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

POSTMARK OF DELIVERING OFFICE

BOISE ID WHITNEY BRA MAY 28 19[illegible]

INSTRUCTIONS: Show name and address below and complete instructions on other side, where applicable. Moisten gummed ends, attach and hold firmly to back of article. Print on front of article *RETURN RECEIPT REQUESTED.*

RETURN TO

NAME OF SENDER

Department of Reclamation

STREET AND NO. OR P.O. BOX

Annex #2 Statehouse

POST OFFICE, STATE, AND ZIP CODE

Boise, Idaho 83707

36 7066

POD Form 3811 Apr. 1967

65—16—71845-10

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Show to whom, date, and address where delivered ☐ Deliver ONLY to addressee

(Additional charges required for these services)

RECEIPT

Received the numbered article described below.

REGISTERED NO.

CERTIFIED NO.

21909

INSURED NO.

1 SIGNATURE OR NAME OF ADDRESSEE (*Must always be filled in*)

Edna Hardy

2 SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

MAY 28 1970

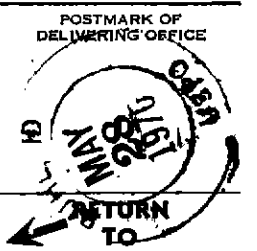
3 SHOW WHERE DELIVERED (*only if requested*)

c55—10—71548-10 GPO

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

POSTMARK OF DELIVERING OFFICE



INSTRUCTIONS: Show name and address below and complete instructions on other side, where applicable. Moisten gummed ends, attach and hold firmly to back of article. Print on front of article *RETURN RECEIPT REQUESTED.*

NAME OF SENDER

Department of Reclamation

STREET AND NO. OR P.O. BOX

Annex #2 Statehouse

POST OFFICE, STATE, AND ZIP CODE

Boise, Idaho 83707

36 7066

POD Form 3811 Apr. 1967

655—16—71549-10

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Show to whom, date, and address where delivered ☐ Deliver ONLY to addressee

(Additional charges required for these services)

RECEIPT

Received the numbered article described below.

REGISTERED NO.

CERTIFIED NO.

21908

INSURED NO.

1 SIGNATURE OR NAME OF ADDRESSEE (*Must always be filled in*)

Richard Kaster

2 SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

5/29/70

3 SHOW WHERE DELIVERED (*only if requested*)

c55—16—71548-10 GPO

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

POSTMARK OF DELIVERING OFFICE



INSTRUCTIONS: Show name and address below and complete instructions on other side, where applicable. Moisten gummed ends, attach and hold firmly to back of article. Print on front of article *RETURN RECEIPT REQUESTED.*

RETURN TO

NAME OF SENDER

STREET AND NO. OR P.O. BOX

POST OFFICE, STATE, AND ZIP CODE

Department of Reclamation
Annex #2 Statehouse
Boise, Idaho 83707
36 7066

POD Form 3811 Apr. 1967 (formerly 3800, Jan. 1965)

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Show to whom, date, and address where delivered ☐ Deliver ONLY to addressee

(Additional charges required for these services)

RECEIPT

Received the numbered article described below.

REGISTERED NO.

CERTIFIED NO.

21907

INSURED NO.

1 SIGNATURE OR NAME OF ADDRESSEE (*Must always be filled in*)

George Lennon

2 SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

5-28-70

3 SHOW WHERE DELIVERED (*only if requested*)

[illegible]0866

[illegible]—16 —71513-10 GPO

NAME AND ADDRESS OF SENDER

Indicate type of mail

☐ INSURED ☐ C. O. D. ☒ CERTIFIED

Affix stamp here if issued as certificate of mailing or for additional copies of this bill.

POSTMARK AND DATE OF RECEIPT

	NUMBER OF ARTICLE	NAME OF ADDRESSEE, STREET, AND POST-OFFICE ADDRESS	POSTAGE	FEE	DUE SENDER IF C. O. D.	ENDORSEMENT [1]	R. R. FEE	S. D. FEE	S. H. FEE [2]	RESTRICTED DELIVERY FEE / REMARKS
1										
2										
3										
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20										

TOTAL NUMBER OF PIECES LISTED BY SENDER

TOTAL NUMBER OF PIECES RECEIVED AT POST OFFICE

POSTMASTER, PER (*Name of receiving employee*)

[1] Mark "F" if "Fragile," "P" if "Perishable," "E" if "Eggs," "EH" if "Eggs for Hatching," "B" if "Butter," "FL" if "Fragile-Liquid," and "FLU" if "Fragile-Liquid—This Side Up."

[2] Special-handling charges apply only to fourth-class parcels. Special-delivery service also includes special-handling service.

POD Form 3877-A—July 1958

U. S. GOVERNMENT PRINTING OFFICE 16—72948-2

36 7066

AFTER FIVE DAYS RETURN TO
DEPARTMENT OF RECLAMATION
STATEHOUSE -- ANNEX 2
BOISE, IDAHO 83707

BEFORE THE STATE RECLAMATION ENGINEER

OF THE

STATE OF IDAHO

IN THE MATTER OF APPLICATION FOR PERMIT NO. 36-7066 in the name of GEORGE LEMMON & NORMAN STANDAL

NOTICE OF CONFERENCE AND/OR HEARING ON PROTEST

On June 19, 1969, George Lemmon & Norman Standal, Hagerman, Idaho, filed with the Department of Reclamation an application to appropriate the public waters of the State of Idaho. That application was amended on November 26, 1969. On August 22, 1969 and again on December 22, 1969, the Department of Reclamation received a protest filed by Richard Kaster, Buhl, Idaho, against approval of said application for permit. On December 27, 1969, the Department of Reclamation received a protest against approval of said application for permit from Earl M. Hardy, Boise, Idaho.

The Department of Reclamation has set the matter of protests for conference and/or hearing on June 23, 1970, at 9:00 a.m., in the Twin Falls City Hall, Twin Falls, Idaho. Any hearing will be held in accordance with the Rules and Regulations of the Idaho Code and adopted Rules of Practice and Procedure of the Department of Reclamation. Opportunity shall be afforded all parties to respond and present evidence and argument on all issues involved.

Any party may request in writing five (5) days before any hearing that the oral proceedings thereof be taken in the form of stenographic notes. Any party may have such stenographic notes of the oral proceedings, or part thereof, transcribed at his own expense. A taped record of the proceedings will be maintained for the appeal period.

Failure to appear at the time and place set for hearing by the applicants or the protestants may allow the Department of Reclamation without prejudice to dismiss the protests or the application. Any and all cost incurred by reason of such non-appearance may be assessed against such non-appearing parties.

Dated this 27 day of May, 1970.

C. STEPHEN ALLRED, Deputy
State Reclamation Engineer

Mailed this 27th day of May, 19____, to _____
George Lemmon and Norman Standal, Route 1, Hagerman, Idaho, certified No. 21907; Richard Kaster, Route 4, Buhl, Idaho, certified No. 21908; Earl M. Hardy, 1220 Vista, Boise, Idaho, certified No. 21909; Parry, Robertson, Daly & Larson, Mr. John A. Rosholt, P.O. Box 525, Twin Falls, Idaho, certified No. 21910. Copies of protests enclosed with notice to Lemmon and Standal

BY Kaye Henderson

36 7066

ROBERT W. STEPHAN
ROBERT N. W. BALLEISEN
Daniel A. Slavin

STEPHAN AND BALLEISEN
ATTORNEYS AT LAW
TWIN FALLS BANK AND TRUST CO. BUILDING
TWIN FALLS, IDAHO 83301

TELEPHONE 208 733-2722
P. O. BOX 83

May 12, 1970

Mr. Don Hinze
c/o Hackney Agency
314 Shoshone Street North
Twin Falls, Idaho, 83301

COPY

Mr. C. K. Werth
P. O. Box 98
Markesen, Wisconsin, 53946

Mr. Wesley Reynolds
866 Sunrise
Twin Falls, Idaho, 83301

Gentlemen:

On March 4th I wrote to each of you concerning the engineering firm of Riedesel and Straubhar turning over to this office $2,823.27 of bills on work rendered for you. Since that time Mr. Werth has been attempting to take care of his obligation by paying us $500.00. Mr. Reynolds has seen fit to sign a statement on December 5th, 1969, that as soon as he pays $941.09 he will be relieved of any payment and his payment to us as of December 5th, 1969, of $941.09 carries interest at the rate of 7% per annum.

At the time I received the information and wrote to you, March 4th, 1970, you had not filed incorporation papers with the Secretary of State's office. I now find that on March 11th, 1970, seven days after I brought this to your attention, you filed Articles of Incorporation, not only for Magic Springs, Incorporated, but also for Aqua-Culture Industries, Inc. You also have some type of a filing for water at which we intend to appear and protest, and if the protest is allowed to go through, then your water permit will not be issued. If our protest is denied and the permit is issued to you we will then attach the permit and prevent you from using the water until we are paid.

It doesn't make any difference if the water permit is transferred to either one of the corporations.

In regard to the $2,823.27 bill, I have been instructed to advise that unless we hear something favorable in the way of hard cash in a substantial amount we will bring suit as

soon as we can, and we make the deadline June 1st, 1970.

Your immediate attention to this matter is urgently requested.

Very truly yours,

STEPHAN, BALLEISEN AND SLAVIN

Robert N. W. Balleisen

RNWB/ic

36 7066

ROBERT W. STEPHAN
ROBERT N. W. BALLEISEN
Daniel A. Slavin

STEPHAN AND BALLEISEN
ATTORNEYS AT LAW
TWIN FALLS BANK AND TRUST CO. BUILDING
TWIN FALLS, IDAHO 83301

TELEPHONE 208 733-2722
P. O. BOX 83

May 12, 1970

Mr. Norman Standel
Aqua-Culture Industries, Inc.
Star Route
Bliss, Idaho, 83314

COPY

Mr. Don Hinze
c/o Hackney Agency
314 Shoshone Street North
Twin Falls, Idaho, 83301

Mr. Edward A. Sandlin
1953 Ninth Avenue East
Twin Falls, Idaho, 83301

Gentlemen:

Your two accounts, one for work done by Riedesel and Straubhar completed September, 1969, on Wendell properties, is now down to $72.00. The work on January 13th, 1970, in Box Canyon remains at $443.59. We are advised that Mr. Sandlin has paid $300.00 which was applied to the first account for the Wendell property surveyed.

This is advise that after I had written to Mr. Hinze advising him that Aqua-Culture Industries and Magic Springs, Incorporated had not been properly filed with the Secretary of State, my letter of March 4th was not replied to—but Articles of Incorporation were filed later, on March 11th, with the Secretary of State for both of the above corporations. This is a serious matter and we are going to press it.

Unless we have payment in full by the 1st of June on the remaining $72.00 on the balance on the Wendell property survey and the full amount of $443.59 on the Box Canyon work, suit will be filed.

Attachment of your water permit and your water rights is perfectly legal and we can prohibit the use of that valuable property until we are paid.

Unless we hear by the 1st day of June with payment in full, we will proceed as mentioned.

Very truly yours,

STEPHAN, BALLEISEN AND SLAVIN

83 7066

Robert N. W. Balleisen

RNWB/ic

M E M O

January 2, 1970

Re: Applications No. 36-7066, 36-7068 & 36-7069

Requested fish propagation data filed in 36-7066 file.

36 7066

M E M O

January 2, 1970

Re: Applications No. 36-7066, 36-7068 & 36-7069

Advised by telephone this date. Mr. Hardy states that he has not authorized or made any agreements for easement property he purchased from Idaho Power Company.

36 7066

WENDELL OFFICE

The Idaho First National Bank

BOX 516 ESTABLISHED 1867 83355

WENDELL, IDAHO

November 25, 1969

RECEIVED

JAN 2 1970

Department of Reclamation

Permits: 36-7068
36-7069
36-7066

State of Idaho
Department of Reclamation
State House Annex 2
Boise, Idaho 83707

Attn: C. Steven Allred, P.E.

Re: George H. Lemmons
Norman Standall
C. K. Werth
Donald J. Hinze

dba: Aqua Culture Industries, Inc.

Dear Mr. Allred:

The purpose of this letter is to advise you that I am acquainted with the four above mentioned gentlemen. They are in the process of filing their Incorporation, Aqua Culture Industries.

I feel that they are of high character and men who are financially able to meet their commitments as proposed. I feel that they have done a considerable amount of study and planning on their proposed project. I am aware of their intent to enter the field of fish culture and feel that they will proceed on a sound basis.

They are estimating a construction cost of $295,000 to complete the facilities as planned. I feel that the project is within their means and that they have the ability and financial resources to accomplish this project within the time that they have allocated for the completion.

The Bank is fully aware of the potential of this project and will favorably consider any requests for assistance that may be requested from the above parties.

Sincerely yours,

Charles E. Ireton
Manager, Wendell Office

CEI:jp

36 7066

FOX CANYON DEVELOPMENT

AQUACULTURE INDUSTRIES, INC.

RECEIVED
JAN 9 1970
Department of Reclamation

Cost Estimate

1. Diversion Structure		
(a)	Excavation- 1,000 c. y. @ .50/C. Y.	$ 500.00
(b)	Concrete- 80 C. Y. @ 45.00/C. Y.	3,600.00
(c)	Bar Screen-Trash	5,000.00
(d)	Controls and Measurement	580.00
	Subtotal	9,680.00
2. Canal-Diversion to Siphon-1,000 lineal ft.		
(a)	Excavation-14,000 C.Y. @ 0.50/C.Y.	7,000.00
(b)	Embankment-12,000 C.Y. @ 0.50/C.Y.	6,000.00
(c)	Rolling-16,000 C.Y. @ 0.10/C.Y.	1,600.00
(d)	Lining-1000 L.F.-50 tons @ 2.00/ton	500.00
	Subtotal	15,100.00
3. Diversion and inlet to Siphon		
(a)	Excavation-800 C.Y. @ 0.50/C.Y.	400.00
(b)	Concrete-60 C.Y. @ 45.00/C.Y.	2,700.00
(c)	Controls	300.00
	Subtotal	3,400.00
4. Siphon across Snake River-1,000 L.F.		
(a)	Pipe- Two,4½ F. Dia. @ 22.00/L.F.	44,000.00
(b)	Laying and Excavation	15,000.00
(c)	Move in equipment-Pile driving	500.00
	Subtotal	59,500.00
5. Outlet and Diversion works		
(a)	Excavation and Embankment-1,000 C.Y. @ 0.12/C.Y.	120.00
(b)	Concrete-70 CY. @ 45.00/C.Y.	3,150.00
(c)	Controls	500.00
	Subtotal	3,770.00
6. Canal to Fish Farm-4,450 L.F.		
(a)	Excavation-65,000 CY. @ 0.12/C.Y.	7,800.00
(b)	Compaction- 55,000 C.Y. @ 0.12/C.Y.	6,600.00
(c)	Lining-100#/L.F. - 230 Tons @ 2.00/T.	460.00
	Subtotal	14,860.00

7. Tunneling Through Rock Cliff - Approximately 550 L.F. 550 L.F. @ $30.00/L.F.	$ 16,500.00
Overall Subtotal	122,810.00
Plus 10% Contingencies, Miscellaneous	12,280.00
TOTAL	$135,090.00

RECEIVED
JAN 2 1970
Department of Reclamation

BLIND CANYON DEVELOPMENT

AQUACULTURE INDUSTRIES, INC.

Cost Estimate

Hatchery Building 50' x 80'	$16,000.00
Troughs 60 c.y. @ 50.00	$ 3,000.00
Raceway Earthwork	
1100 c.y. @ .12 (excavation)	1,320.00
1100 c.y. @ .10 (compacting)	1,100.00
Drop Structures	
20 @ 8 c.y. each x 45.00/yd	7,200.00
Canal, head ditch, outlet structures, weirs, pipe, etc.	3,390.00
	$32,010.00
Contingency	3,000.00
TOTAL	$35,010.00

36 7066

Box Canyon Development
Aquaculture Industries, Inc.

RECEIVED
JAN 2 1970
Department of Reclamation

Cost Estimate of Production Facilities

Note: This site contains no egg hatching facilities as the fry will be raised at the Blind Canyon and 100 Springs sites.

1. Excavation, compacting and grading of site including headworks, canals, ponds, and outlets.		
	145,000 yds. @ 10¢ Compacting @ 10¢	$ 29,000.00
2. Drop structures		
24 structures @ 8 cu. yds. / structure equals 192 yds. @ $45/cu. yd.		8,640.00
42 structures @ 22 cu. yds. / structure equals 924 yds. @ $45/cu. yd.		41,580.00
3. Wiers, headgates canal structures and outlets, 160 cu. yds. @ $45/cu. yd.		7,200.00
4. Drop boards, screens and supporting structures		8,180.00
5. Buildings and storage bins		20,000.00
6. Misc. and Contingencies		11,400.00
Subtotal Production Site		$125,000.00
Water Supply Works		135,090.00
Total Construction Costs		$260,090.00

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JAN 2 1970
Department of Reclamation

BOX AND BLIND CANYON CONSTRUCTION SCHEDULE

Acquisition of Right of Ways, Engineering Completion and Preparation of Construction Bids Complete by	March 1972
Construction to Start	Late 1972
Complete Construction	Late 1974
Start of Hatchery	October 1974
Full Operation of Hatchery and Production Facilities	October 1975

36 7066

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Department of Reclamation

BOX CANYON TROUT FACILITIES
AQUA CULTURE INDUSTRIES INC.

Water requirements and annual production

The water requirements include 27.0 cfs for the raceway complex. This complex includes the A, B, C, D, E, and F series. (See attached)

The large ponds, No. 1 thru 24, require 396 cfs. The ponds 25 thru 33, require 132 cfs for a total water requirement of 555 cfs.

The estimated annual production is 5,562,000 pounds of trout. The annual production is based on 1.5 pounds per cu. ft. of water space. This is considered a good conservative estimate. A more optimistic estimate would be 2 pounds per cu. ft. of water space, which would amount to an estimated annual production of 7,416,000 pounds. I doubt however, that the 4th pond in a series of 4 will produce 2 pounds/ 1 cu. ft. of water. We still lack the needed research on this problem.

36 7066

DEK CANYON TROUT FACILITIES

AQUA CULTURE INDUSTRIES INC.

Water Requirements

Pond No.	Average Length	Average Width	Water Depth	Cu. Ft.	No. H_2O changes per hr.	Cu. Ft. water needed per hr.	Cfs. Needs
A1	100'	20'	4'	8,000	2	16,000	4.5
A2	100'	20'	4'	8,000	2	16,000	
A3	100'	20'	4'	8,000	2	16,000	
B1	100'	20'	4'	8,000	2	16,000	4.5
B2	100'	20'	4'	8,000	2	16,000	
B3	100'	20'	4'	8,000	2	16,000	
C1	100'	20'	4'	8,000	2	16,000	4.5
C2	100'	20'	4'	8,000	2	16,000	
C3	100'	20'	4'	8,000	2	16,000	
D1	100'	20'	4'	8,000	2	16,000	4.5
D2	100'	20'	4'	8,000	2	16,000	
D3	100'	20'	4'	8,000	2	16,000	
E1	100'	20'	4'	8,000	2	16,000	4.5
E2	100'	20'	4'	8,000	2	16,000	
E3	100'	20'	4'	8,000	2	16,000	
F1	100'	20'	4'	8,000	2	16,000	4.5
F2	100'	20'	4'	8,000	2	16,000	
F3	100'	.20'	4'	8,000	2	16,000	
						SUBTOTAL	27.0

36 7065

BOX CANYON TROUT FACILITIES

AQUA CULTURE INDUSTRIES INC.

Water Requirements

Pond No.	Average Length	Average Width	Water Depth	Cu. Ft.	No. H_2O changes per hr.	Cu. Ft. Water Needed per hr.	Cfs. Needs
1	330'	80'	4.5	118,800	2	237,600	66
2	330'	80'	4.5	118,800	2	237,600	
3	330'	80'	4.5	118,800	2	237,600	
[redacted]	330'	80'	4.5	118,800	2	237,600	
[redacted]	330'	80'	4.5	118,800	2	237,600	66
[redacted]	330'	80'	4.5	118,800	2	237,600	
7	330'	80'	4.5	118,800	2	237,600	
[redacted]	330'	80'	4.5	118,800	2	237,600	
9	330'	80'	4.5	118,800	2	237,600	66
10	330'	80'	4.5	118,800	2	237,600	
11	330'	80'	4.5	118,800	2	237,600	
12	330'	80'	4.5	118,800	2	237,600	
13	330'	80'	4.5	118,800	2	237,600	66
14	330'	80'	4.5	118,800	2	237,600	
15	330'	80'	4.5	118,800	2	237,600	
16	330'	80'	4.5	118,800	2	237,600	
[redacted]	330'	80'	4.5	118,800	2	237,600	66
[redacted]	330'	80'	4.5	118,800	2	237,600	
19	330'	80'	4.5	118,800	2	237,600	
20	330'	80'	4.5	118,800	2	237,600	
21	330'	80'	4.5	118,800	2	237,600	66
22	330'	80'	4.5	118,800	2	237,600	
23	330'	80'	4.5	118,800	2	237,600	
24	330'	80'	4.5	118,800	2	237,600	
						SUBTOTAL	396

36 7066

Pond No.	Average Length	Average Width	Water Depth	Cu. Ft.	No. H_2O changes per hr.	Cu. Ft. Water Needed per hr.	Cfs. Needs
25	220'	80'	4.5	79,200	2	158,400	44
26	220'	80'	4.5	79,200	2	158,400	
27	220'	80'	4.5	79,200	2	158,400	
28	220'	80'	4.5	79,200	2	158,400	44
29	220'	80'	4.5	79,200	2	158,400	
30	220'	80'	4.5	79,200	2	158,400	
31	220'	80'	4.5	79,200	2	158,400	44
32	220'	80'	4.5	79,200	2	158,400	
33	220'	80'	4.5	79,200	2	158,400	
						SUBTOTAL	132
							396
							27
							555 c.f.s.

TOTAL WATER REQUIREMENTS, BOX CANYON

36 7066

BOX CANYON TROUT FACILITIES

AQUA CULTURE INDUSTRIES INC.

Annual Trout Production

Pond No.	Average Length	Average Width	Water Depth	Cu. Ft.	Lbs. per cu. ft.	Annual Pond Production
A1	100'	20'	4'	8,000	1.5	12,000
A2	100'	20'	4'	8,000	1.5	12,000
A3	100'	20'	4'	8,000	1.5	12,000
[illegible]	100'	20'	4'	8,000	1.5	12,000
[illegible]2	100'	20'	4'	8,000	1.5	12,000
[illegible]	100'	20'	4'	8,000	1.5	12,000
[illegible]	100'	20'	4'	8,000	1.5	12,000
B2	100'	20'	4'	8,000	1.5	12,000
B3	100'	20'	4'	8,000	1.5	12,000
[illegible]	100'	20'	4'	8,000	1.5	12,000
[illegible]2	100'	20'	4'	8,000	1.5	12,000
[illegible]3	100'	20'	4'	8,000	1.5	12,000
[illegible]	100'	20'	4'	8,000	1.5	12,000
[illegible]2	100'	20'	4'	8,000	1.5	12,000
[illegible]3	100'	20'	4'	8,000	1.5	12,000
				ANNUAL PRODUCTION		216,000

36 7066

BOX CANYON TROUT FACILITIES

AQUA CULTURE INDUSTRIES INC.

Annual Trout Production

Pond No.	Average Length	Average Width	Water Depth	Cu. Ft.	Llb. per cu. ft.	Annual Pond Production
1	330'	80'	4.5'	118,800	1.5	178,200
2	330'	80'	4.5'	118,800	1.5	178,200
3	330'	80'	4.5'	118,800	1.5	178,200
4	330'	80'	4.5'	118,800	1.5	178,200
5	330'	80'	4.5'	118,800	1.5	178,200
6	330'	80'	4.5'	118,800	1.5	178,200
7	330'	80'	4.5'	118,800	1.5	178,200
8	330'	80'	4.5'	118,800	1.5	178,200
9	330'	80'	4.5'	118,800	1.5	178,200
10	330'	80'	4.5'	118,800	1.5	178,200
11	330'	80'	4.5'	118,800	1.5	178,200
12	330'	80'	4.5'	118,800	1.5	178,200
13	330'	80'	4.5'	118,800	1.5	178,200
14	330'	80'	4.5'	118,800	1.5	178,200
15	330'	80'	4.5'	118,800	1.5	178,200
16	330'	80'	4.5'	118,800	1.5	178,200
17	330'	80'	4.5'	118,800	1.5	178,200
18	330'	80'	4.5'	118,800	1.5	178,200
19	330'	80'	4.5'	118,800	1.5	178,200
20	330'	80'	4.5'	118,800	1.5	178,200
21	330'	80'	4.5'	118,800	1.5	178,200
22	330'	80'	4.5'	118,800	1.5	178,200
23	330'	80'	4.5'	118,800	1.5	178,200
24	330'	80'	4.5'	118,800	1.5	178,200
					ANNUAL PRODUCTION	4,276,800

36 7066

Pond No.	Average Length	Average Width	Water Depth	Cu. Ft.	Lbs. per cu. ft.	Annual Pond Production
25	220'	80'	4.5'	79,200	1.5	118,800
26	220'	80'	4.5'	79,200	1.5	118,800
27	220'	80'	4.5'	79,200	1.5	118,800
28	220'	80'	4.5'	79,200	1.5	118,800
29	220'	80'	4.5'	79,200	1.5	118,800
30	220'	80'	4.5'	79,200	1.5	118,800
31	220'	80'	4.5'	79,200	1.5	118,800
32	220'	80'	4.5'	79,200	1.5	118,800
33	220'	80'	4.5'	79,200	1.5	118,800
					Annual Production	1,069,200
					Total Annual Production	3,462,000

36 9907

BLIND CANYON

Standal - Lemmons

Water Requirements and annual Production

The water requirements include 5.0 cfs. for each pond series. There are four series for a total water requirement of 20 cfs.

The estimated annual production is 216,000 pounds of trout. The annual production is based on 1.5 pounds per cu. ft. of water space. This is considered a good conservative estimate. A more optimistic estimate would be 2 pounds per cu. ft. of water space, which would amount to an estimated annual production of 288,000 pounds. I doubt however, that the 4th pond in a series of 4 will produce 2 pounds/1 cu. ft. of water. We still lack the needed research on this problem.

BLIND CANYON

Standal - Lemmons

Annual Trout Production

Pond No.	Average Length	Average Width	Water Depth	Cu. Ft.	Lbs. per Cu. Ft.	Annual Pond Production
A1	100'	20'	4.5	9,000	1.5	13,500
A2	100'	20'	4.5	9,000	1.5	13,500
A3	100'	20'	4.5	9,000	1.5	13,500
A4	100'	20'	4.5	9,000	1.5	13,500
B1	100'	20'	4.5	9,000	1.5	13,500
B2	100'	20'	4.5	9,000	1.5	13,500
B3	100'	20'	4.5	9,000	1.5	13,500
B4	100'	20'	4.5	9,000	1.5	13,500
C1	100'	20'	4.5	9,000	1.5	13,500
C2	100'	20'	4.5	9,000	1.5	13,500
C3	100'	20'	4.5	9,000	1.5	13,500
C4	100'	20'	4.5	9,000	1.5	13,500
D1	100'	20'	4.5	9,000	1.5	13,500
D2	100'	20'	4.5	9,000	1.5	13,500
D3	100'	20'	4.5	9,000	1.5	13,500
D4	100'	20'	4.5	9,000	1.5	13,500
						216,000

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BLIND CANYON

Standal - Lemmons

Water Requirements

Pond No.	Average Length	Average Width	Water Depth	Cu. Ft.	No. H_2O changes per hr.	Cu. Ft. Water Needed per hr.	Cfs. Needs
A1	100'	20'	4.5	9,000	2	18,000	5.0
[redacted]	100'	20'	4.5	9,000	2	18,000	
[redacted]	100'	20'	4.5	9,000	2	18,000	
A4	100'	20'	4.5	9,000	2	18,000	
B1	100'	20'	4.5	9,000	2	18,000	5.0
B2	100'	20'	4.5	9,000	2	18,000	
B3	100'	20'	4.5	9,000	2	18,000	
B4	100'	20'	4.5	9,000	2	18,000	
C1	100'	20'	4.5	9,000	2	18,000	5.0
C2	100'	20'	4.5	9,000	2	18,000	
C3	100'	20'	4.5	9,000	2	18,000	
C4	100'	20'	4.5	9,000	2	18,000	
D1	100'	20'	4.5	9,000	2	18,000	5.0
D2	100'	20'	4.5	9,000	2	18,000	
[redacted]	100'	20'	4.5	9,000	2	18,000	
[redacted]	100'	20'	4.5	9,000	2	18,000	
							20.0

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WENDELL OFFICE

The Idaho First National Bank

BOX 516 ESTABLISHED 1867 83355

WENDELL, IDAHO

November 25, 1969

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Department of Reclamation

Permits: 36-7068
36-7069
36-7066

State of Idaho
Department of Reclamation
State House Annex 2
Boise, Idaho 83707

Attn: C. Steven Allred, P.E.

Re: George H. Lemmons
Norman Standall
C. K. Werth
Donald J. Hinze

dba: Aqua Culture Industries, Inc.

Dear Mr. Allred:

The purpose of this letter is to advise you that I am acquainted with the four above mentioned gentlemen. They are in the process of filing their Incorporation, Aqua Culture Industries.

I feel that they are of high character and men who are financially able to meet their commitments as proposed. I feel that they have done a considerable amount of study and planning on their proposed project. I am aware of their intent to enter the field of fish culture and feel that they will proceed on a sound basis.

They are estimating a construction cost of $295,000 to complete the facilities as planned. I feel that the project is within their means and that they have the ability and financial resources to accomplish this project within the time that they have allocated for the completion.

The Bank is fully aware of the potential of this project and will favorably consider any requests for assistance that may be requested from the above parties.

Sincerely yours,

Charles E. Ireton
Manager, Wendell Office

CEI:jp

36 7066

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BOX CANYON TROUT FACILITIES

AQUA CULTURE INDUSTRIES INC.

Annual Trout Production

Pond No.	Average Length	Average Width	Water Depth	Cu. Ft.	Llb. per cu. ft.	Annual Pond Production
[illegible]	330'	80'	4.5'	118,800	1.5	178,200
[illegible]	330'	80'	4.5'	118,800	1.5	178,200
[illegible]	330'	80'	4.5'	118,800	1.5	178,200
[illegible]	330'	80'	4.5'	118,800	1.5	178,200
[illegible]	330'	80'	4.5'	118,800	1.5	178,200
[illegible]	330'	80'	4.5'	118,800	1.5	178,200
[illegible]	330'	80'	4.5'	118,800	1.5	178,200
[illegible]	330'	80'	4.5'	118,800	1.5	178,200
[illegible]	330'	80'	4.5'	118,800	1.5	178,200
10	330'	80'	4.5'	118,800	1.5	178,200
11	330'	80'	4.5'	118,800	1.5	178,200
[illegible]	330'	80'	4.5'	118,800	1.5	178,200
[illegible]	330'	80'	4.5'	118,800	1.5	178,200
[illegible]	330'	80'	4.5'	118,800	1.5	178,200
[illegible]	330'	80'	4.5'	118,800	1.5	178,200
[illegible]	330'	80'	4.5'	118,800	1.5	178,200
[illegible]	330'	80'	4.5'	118,800	1.5	178,200
[illegible]	330'	80'	4.5'	118,800	1.5	178,200
[illegible]	330'	80'	4.5'	118,800	1.5	178,200
[illegible]	330'	80'	4.5'	118,800	1.5	178,200
21	330'	80'	4.5'	118,800	1.5	178,200
22	330'	80'	4.5'	118,800	1.5	178,200
23	330'	80'	4.5'	118,800	1.5	178,200
24	330'	80'	4.5'	118,800	1.5	178,200

ANNUAL PRODUCTION 4,276,800

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Pond No.	Average Length	Average Width	Water Depth	Cu. Ft.	Lbs. per cu. Ft.	Annual Pond Production
25	220'	80'	4.5'	79,200	1.5	118,800
26	220'	80'	4.5'	79,200	1.5	118,800
27	220'	80'	4.5'	79,200	1.5	118,800
28	220'	80'	4.5'	79,200	1.5	118,800
29	220'	80'	4.5'	79,200	1.5	118,800
30	220'	80'	4.5'	79,200	1.5	118,800
31	220'	80'	4.5'	79,200	1.5	118,800
32	220'	80'	4.5'	79,200	1.5	118,800
33	220'	80'	4.5'	79,200	1.5	118,800
					Annual Production	1,069,200
					Total Annual Production	2,138,400

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[illegible]OX CANYON TROUT FA[illegible]

AQUA CULTURE INDUSTRIES INC.

Annual Trout Production

Pond No.	Average Length	Average Width	Water Depth	Cu. Ft.	Lbs. per cu. ft.	Annual Pond Production
A1	100'	20'	4'	8,000	1.5	12,000
A2	100'	20'	4'	8,000	1.5	12,000
A3	100'	20'	4'	8,000	1.5	12,000
[illegible]	100'	20'	4'	[illegible],000	1.5	12,000
[illegible]2	100'	20'	4'	[illegible],000	1.[illegible]	12,000
[illegible]	100'	20'	4'	[illegible],000	1.5	12,000
[illegible]	100'	20'	4'	8,000	1.5	12,000
[illegible]2	100'	20'	4'	8,000	1.5	12,000
[illegible]3	100'	20'	4'	8,000	1.5	12,000
[illegible]1	100'	20'	4'	8,000	1.5	12,000
[illegible]2	100'	20'	4'	8,000	1.5	12,000
[illegible]3	100'	20'	4'	8,000	1.5	12,000
[illegible]1	100'	20'	4'	8,000	1.5	12,000
[illegible]2	100'	20'	4'	8,000	1.5	12,000
[illegible]3	100'	20'	4'	8,000	1.5	12,000
[illegible]1	100'	20'	4'	8,000	1.5	12,000
[illegible]2	100'	20'	4'	8,000	1.5	12,000
[illegible]3	100'	20'	4'	8,000	1.5	12,000
				ANNUAL PRODUCTION		216,000

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BEAD CANYON DEVELOPMENT

AQUACULTURE INDUSTRIES, INC.

Cost Estimate

Hatchery Building 50' x 80'	$16,000.00
Troughs 60 c.y. @ 50.00	@ 3,000.00
Raceway Earthwork	
1100 c.y. @ .12 (excavation)	1,320.00
1100 c.y. @ .10 (compacting)	1,100.00
Drop Structures	
20 @ 8 c.y. each x 45.00/yd	7,200.00
Canal, head ditch, outlet structures, weirs, pipe, etc.	3,390.00
	$32,010.00
Contingency	3,000.00
TOTAL	$35,010.00

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FOX CANYON DEVELOPMENT

~~AQUACULTURE INDUSTRIES, INC.~~

Cost Estimate

Department of Reclam

1. Diversion Structure		
(a) Excavation- 1,000 c. y. @ .50/C. Y.		$ 500.00
(b) Concrete- 80 C. Y. @ 45.00/C. Y.		3,600.00
(c) Bar Screen-Trash		5,000.00
(d) Controls and Measurement		580.00
	Subtotal	9,680.00
2. Canal-Diversion to Siphon-1,000 lineal ft.		
(a) Excavation-14,000 C.Y. @ 0.50/C.Y.		7,000.00
(b) Embankment-12,000 C.Y. @ 0.50/C.Y.		6,000.00
(c) Rolling-16,000 C.Y. @ 0.10/C.Y.		1,600.00
(d) Lining-1000 L.F.-50 tons @ 2.00/ton		500.00
	Subtotal	15,100.00
3. Diversion and inlet to Siphon		
(a) Excavation-800 C.Y. @ 0.50/C.Y.		400.00
(b) Concrete-60 C.Y. @ 45.00/C.Y.		2,700.00
(c) Controls		300.00
	Subtotal	3,400.00
4. Siphon across Snake River-1,000 L.F.		
(a) Pipe- Two,4½ F. Dia. @ 22.00/L.F.		44,000.00
(b) Laying and Excavation		15,000.00
(c) Move in equipment-Pile driving		500.00
	Subtotal	59,500.00
5. Outlet and Diversion works		
(a) Excavation and Embankment-1,000 C.Y. @ 0.12/C.Y.		120.00
(b) Concrete-70 CY. @ 45.00/C.Y.		3,150.00
(c) Controls		500.00
	Subtotal	3,770.00
6. Canal to Fish Farm-4,450 L.F.		
(a) Excavation-65,000 CY. @ 0.12/C.Y.		7,800.00
(b) Compaction- 55,000 C.Y. @ 0.12/C.Y.		6,600.00
(c) Lining-100#/L.F. - 230 Tons @ 2.00/T.		460.00
	Subtotal	14,860.00

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Bat Canyon Development
Aquaculture Industries, Inc.

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Cost Estimate of Production Facilities

Note: This site contains no egg hatching facilities as the fry will be raised at the Blind Canyon and 100 Springs sites.

1. Excavation, compacting and grading of site including headworks, canals, ponds, and outlets. 145,000 yds. @ 10¢ Compacting @ 10¢	$ 29,000.00
2. Drop structures 24 structures @ 8 cu. yds. / structure equals 192 yds. @ $45/cu. yd.	8,640.00
42 structures @ 22 cu. yds. / structure equals 924 yds. @ $45/cu. yd.	41,580.00
3. Wiers, headgates canal structures and outlets, 160 cu. yds. @ $45/cu. yd.	7,200.00
4. Drop boards, screens and supporting structures	8,180.00
5. Buildings and storage bins	20,000.00
6. Misc. and Contingencies	11,400.00
Subtotal Production Site	$125,000.00
Water Supply Works	135,090.00
Total Construction Costs	$260,090.00

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Cost Estimate — Box Canyon Development

7. Tunneling Through Rock Cliff - Approximately 550 L.F.	550 L.F. @ $30.00/L.F.	$ 16,500.00
	Overall Subtotal	122,810.00
Plus 10% Contingencies, Miscellaneous		12,280.00
	TOTAL	$135,090.00

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[illegible] CANYON TROUT FACILITIES
AQUACULTURE INDUSTRIES INC.

Water requirements and annual production

The water requirements include 27.0 cfs for the raceway complex. This complex includes the A, B, C, D, E, and F series. (See attached)

The large ponds, No. 1 thru 24, require 378 cfs. The ponds 25 thru 33, require 132 cfs for a total water requirement of 555 cfs.

The estimated annual production is 7,362,000 pounds of trout. The annual production is based on 1.5 pounds per cu. ft. of water space. This is considered a good conservative estimate. A more optimistic estimate would be 2 pounds per cu. ft. of water space, which would be an estimated annual production of 7,415,000 pounds. I doubt however, that the 4th pond in a series of 4 will produce 2 pounds/ 1 cu. ft. of water. We will have to research on this problem.

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BOX CANYON TROUT FACILITIES

AQUA CULTURE INDUSTRIES INC.

Water Requirements

Pond No.	Average Length	Average Width	Water Depth	Cu. Ft.	No. H_2O changes per hr.	Cu. Ft. Water Needed per hr.	Cfs. Needs
1	330'	80'	4.5	118,800	2	237,600	66
2	330'	80'	4.5	118,800	2	237,600	
3	330'	80'	4.5	118,800	2	237,600	
4	330'	80'	4.5	118,800	2	237,600	
5	330'	80'	4.5	118,800	2	237,600	66
6	330'	80'	4.5	118,800	2	237,600	
7	330'	80'	4.5	118,800	2	237,600	
8	330'	80'	4.5	118,800	2	237,600	
9	330'	80'	4.5	118,800	2	237,600	66
10	330'	80'	4.5	118,800	2	237,600	
11	330'	80'	4.5	118,800	2	237,600	
12	330'	80'	4.5	118,800	2	237,600	
13	330'	80'	4.5	118,800	2	237,600	66
14	330'	80'	4.5	118,800	2	237,600	
15	330'	80'	4.5	118,800	2	237,600	
16	330'	80'	4.5	118,800	2	237,600	
17	330'	80'	4.5	118,800	2	237,600	66
18	330'	80'	4.5	118,800	2	237,600	
19	330'	80'	4.5	118,800	2	237,600	
20	330'	80'	4.5	118,800	2	237,600	
21	330'	80'	4.5	118,800	2	237,600	66
22	330'	80'	4.5	118,800	2	237,600	
23	330'	80'	4.5	118,800	2	237,600	
24	330'	80'	4.5	118,800	2	237,600	
						SUBTOTAL	396

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Pond No.	Average Length	Average Width	Water Depth	Cu. Ft.	No. H_2O changes per hr.	Cu. Ft. Water Needed per hr.	Lbs. Needed
25	220'	80'	4.5	79,200	2	158,400	
26	220'	80'	4.5	79,200	2	158,400	
27	220'	80'	4.5	79,200	2	158,400	
28	220'	80'	4.5	79,200	2	158,400	
29	220'	80'	4.5	79,200	2	158,400	
30	220'	80'	4.5	79,200	2	158,400	
31	220'	80'	4.5	79,200	2	158,400	
32	220'	80'	4.5	79,200	2	158,400	
33	220'	80'	4.5	79,200	2	158,400	
						SUBTOTAL	132
							3 %
							2 %
							137

Total Water Requirements, for Cooling

9904 9899502 98

BOX CANYON TROUT FACILITIES

AQUA CULTURE INDUSTRIES INC.

93 2066

Water Requirements

Pond No.	Average Length	Average Width	Water Depth	Cu. Ft.	No. H_2O changes per hr.	Cu. Ft. water needed per hr.	Cfs. Needs
A1	100'	20'	4'	8,000	2	16,000	4.5
A2	100'	20'	4'	8,000	2	16,000	
[redacted]	100'	20'	4'	8,000	2	16,000	
B1	100'	20'	4'	8,000	2	16,000	4.5
B2	100'	20'	4'	8,000	2	16,000	
B3	100'	20'	4'	8,000	2	16,000	
C1	100'	20'	4'	8,000	2	16,000	4.5
C2	100'	20'	4'	8,000	2	16,000	
C3	100'	20'	4'	8,000	2	16,000	
D1	100'	20'	4'	8,000	2	16,000	4.5
[redacted]	100'	20'	4'	8,000	2	16,000	
D3	100'	20'	4'	8,000	2	16,000	
E1	100'	20'	4'	8,000	2	16,000	4.5
E2	100'	20'	4'	8,000	2	16,000	
E3	100'	20'	4'	8,000	2	16,000	
F1	100'	20'	4'	8,000	2	16,000	4.5
F2	100'	20'	4'	8,000	2	16,000	
F3	100'	20'	4'	8,000	2	16,000	

93 2066

December 29, 1969

Re: Application for Permit No. 36-7066

COPY

George Lemmon and Norman Standal
Route 1
Hagerman, Idaho 83332

Gentlemen:

Enclosed please find a copy of a protest submitted by Richard Kaster and also a copy of a protest submitted by Earl M. Hardy in connection with the above referenced application for permit.

Very truly yours,

Donald W. McEldowney
Appropriation Examiner

DWM:DR
Enclosures
cc: Richard Kaster
Earl M. Hardy

36 7066

EARL M. HARDY
BOISE, IDAHO 83705

PHONE 342-0090

1220 VISTA AVENUE

December 26, 1969

Mr. Keith R. Higginson
State Reclamation Engineer
State Capitol Building
Boise, Idaho

Re: Permit No. 36-7066

Dear Mr. Higginson:

The undersigned hereby protests the application for permit No. 36-7066 under Notice of Amended Application for Permit published in the Gooding County Leader, the first publication of which was on December 11, 1969.

Said application for amended permit purports to amend that certain application No. 36-7066 filed June 19, 1969 by George Lemmon and Norman Standal requesting 380 cubic feet per second from Box Canyon Creek and 20 cubic feet per second from Blind Canyon Creek for fish propagation purposes. In connection with the original application it was represented that the water was to be used on Lots 2, 3, 4, 5 and 7, Section 28, Township 8 South, Range 14 East, Boise Meridian. At the time of the original application, said Lots 2 and 5 were the property of Idaho Power Company and said Lots 3, 4 and 7 were the property of Richard Kaster. The applicants on said original permit at that time had no right, title or interest in and to said Lots 2, 3, 4, 5 and 7 or any arrangements for acquisition of the same.

Since the filing of said original application on June 19, 1969 and prior to the filing of the amended application on November 26, 1969, the undersigned, together with Richard Kaster, acquired from Idaho Power Company said Lots 2 and 5 under a contract of sale and Richard M. Kaster is still the owner of said Lots 3, 4 and 7.

That the undersigned, together with Richard Kaster, did heretofore on October 27, 1969, apply for permit application No. 36-7091 to divert 300 cubic feet per second from Box Canyon Springs tributary to Snake River for fish propagation in said Lots 2 and 5 of said Section 28, Township 8 South, Range 14 East, Boise Meridian.

36 7066

That the original application for said Permit No. 36-7066, and, therefore, the amendment thereof, was not made in good faith, was made for delay or speculative purposes and would reduce the quantity of water from Box Canyon Springs to the extent that said application No. 36-7091 could not be fulfilled.

It is requested that this letter be entered as a formal protest on behalf of the undersigned to the allowance of said application No. 36-7066 as originally filed and/or the amendment thereto, to the extent that said application and the amendment thereof seeks 380 cubic feet per second from Box Canyon Creek. This protest is not directed at 20 cubic feet per second requested from Blind Canyon.

Very truly yours,

Earl M. Hardy
1220 Vista
Boise, Idaho

36 7066

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Department of Reclamation

December 19, 1969

Mr. R. Keith Higginson
State Reclamation Engineer
State of Idaho
Statehouse
Boise, Idaho 83707

Re: Filing #36-7066 and
#36-7068

Dear Mr. Higginson

I would like to protest water filings 36-7068 and 36-7066 on the grounds that they were not made in good faith and were made for speculative and delaying purposes. I also protest any amending of these applications.

Respectfully submitted,

Richard Kaster

Richard Kaster
Route #4
Buhl, Idaho 83316

36 7066

December 12, 1969

George Lemmon and Norman Standal
Route 1
Hagerman, Idaho

Re: Application for Permit No. 36-7066

Gentlemen:

In order to further consider your application for permit, we will require additional information not included with your application.

1. A financial statement indicating the resources available to complete the project as described in the application. (see Section 42-203, 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 you have requested.

3. A justification based upon the preliminary design and the estimated production of the hatchery, for the amount of water requested.

4. An estimated schedule of construction giving dates for the start of construction, the finish of construction, and the date that full operation of the hatchery is anticipated.

You should be aware that all applications, if approved, will require the installation and maintenance of adequate measuring devices, both at the point of diversion and the point of return of the water to the creek. These devices must be of a type approved by the Department of Reclamation; 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.

I would appreciate receiving this information by January 12, 1970. Thank you for your cooperation in this matter.

Very truly yours,

Donald W. McEldowney
Appropriation Examiner

DWM:DR

36 7066

DON SAMUELSON
GOVERNOR

R. KEITH HIGGINSON
State Reclamation Engineer

STATE OF IDAHO

DEPARTMENT OF RECLAMATION
STATEHOUSE – ANNEX 2
BOISE, IDAHO 83707

December 3, 1969

Re: Application for Permit No. 36-7066 - Norman Standal and George Lemmon
36-7068 - Donald J. Hinze
36-7069

Gooding Leader
Box 56
Gooding, Idaho 83330

Gentlemen:

Enclosed you will find a legal notice which we wish to have published once a week for two consecutive weekly issues of your newspaper. We have inserted the publication dates allowing ample time for you to submit us a galley proof for review before publication.

After sending us a galley proof, proceed with the publication on the dates we have inserted assuming the notice is correct. If we have any corrections, we will notify you before the first publication 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 of Reclamation 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 the claimant)

Very truly yours,

Donald W. McEldowney
Appropriation Examiner

DWM:DR
Enc: Legal notices (3)

36 7066

NOTICE OF AMENDED APPLICATION

FOR PERMIT

Notice is hereby given that application for permit no. 36-7066 in the name of George Lemmon and Norman Standal was filed for the diversion of 400.0 c.f.s. of water from Box Canyon Creek (380.0 cfs) and Blind Canyon Creek (20.0 cfs) to be diverted within the SW¼NE¼ (2 points) of Sec. 28, T. 8S, R. 14E, B.M., Gooding County, to be used from January 1 to December 31 for fish propagation purposes and from April 1 to October 31 for irrigation in Lots 2, 3, 4, 5 and 7 of Sec. 28, T. 8S, R. 14E, B.M.

The applicants now propose to amend application no. 36-7066, requesting 400.0 c.f.s. of water from Box Canyon Creek and Blind Canyon Spring to be diverted within the NW¼NE¼ and NW¼SE¼ of Sec. 28, T. 8S, R. 14E, B.M., Gooding County, from January 1 to December 31 for fish propagation purposes in the SW¼SW¼ of Sec. 20, N½NW¼ of Sec. 29 and NW¼SE¼ of Sec. 28, T. 8S, R. 14E, B.M.

Any protests to the proposed amending of this application may be filed with the Idaho Department of Reclamation within ten days from the last date of publication of this notice.

R. KEITH HIGGINSON

State Reclamation Engineer

Published in the Gooding Leader, Gooding, Idaho, on December 11 and December 18, 1969.

36 7066

November 28, 1969

COPY

Re: Amended Applications for Permits: No. 36-7066-George Lemmon and Norman Standal
No. 36-7068-Donald J. Hinze
No. 36-7069-Donald J. Hinze

Mr. Earl Hardy
1220 Vista
Boise, Idaho

Dear Mr. Hardy:

Please find enclosed copies of the above referenced and a copy of the assignment of Wesley Reynolds to Donald J. Hinze. Please remit $4.00 to this Department for these copies.

Very truly yours,

Donald W. McEldowney
Appropriation Examiner

DWM:TG

Enc: copies as referenced above

36 7066

STATE OF IDAHO
DEPARTMENT OF RECLAMATION

ASSIGNMENT OF PERMIT

I, Wesley Reynolds, hereby assign to Donald J. Hinze Aquaculture Industries, Inc.

of 313 Shoshone St. N. Twin Falls, Idaho
(address)

CHECK ONE

[X] All my right, title, and interest, in and to Permit No. 36-7068 36-7069 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. (Give that portion of the permit being assigned by describing the land list and the point of diversion - describe by acreage within each 40-acre subdivision.)

RECEIVED
NOV 26 1969
Department of Reclamation

Made this 24 day of November, 1969.

Wesley Reynolds
Permit Holder

Wife of Permit Holder

State of Idaho)
County of Idaho) ss.

On this 24th day of November, 1969, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.

Notary Public residing at
Twin Falls, Idaho

My commission expires May 1, 1973.

36 7066

36 7069

RECEIVED
1969
Department of Reclamation

November 20, 1969

RE: Application for Permit No. 36-7066

C. Stephen Allred, Deputy
State Reclamation Engineer
Department of Reclamation
State of Idaho
Statehouse - Annex 2
Boise, Idaho 83707

Dear Mr. Allred:

We are at the present time preparing an ammended application for our filing 36-7066 and the Heinze-Reynolds filing 36-7068 and expect to have the complete engineering, justification and financial package to you on these filings by November 27, 1969.

Thank you,

Sincerely,

Norman S. Standal
George Lemmon
Route #1
Hagerman, Idaho 83332

36 7066

November 18, 1969

Re: Application for Permit No. 36-7066

George Lemmon and Norman Standal
Route 1
Hagerman, Idaho 83332

Gentlemen:

On November 14, 1969, this office received confirmation from Idaho Power Company that they had sold their property at Box Canyon in Gooding County to: Box Canyon Trout Co., Inc., Earl M. Hardy, President, 1522 Vista Avenue, Boise, Idaho.

You have previously advised this office that you intend to modify your permit and use the water on other lands. I understand that you are presently gathering information and data requested by this office, but I would appreciate confirmation by letter that you intend to use the water under your application on lands other than those sold to Box Canyon Trout Co., Inc.

To insure that your application will remain in good standing, you should supply this letter, as soon as possible, certainly prior to December 1, 1969.

Very truly yours,

C. Stephen Allred, Deputy
State Reclamation Engineer

CSA:kh

36 7066

SNAKE RIVER
HYDRO POWER

IDAHO POWER COMPANY

BOX 770 • BOISE, IDAHO 83701

November 12, 1969

JAMES E. BRUCE
Secretary and General Counsel

RECEIVED
NOV 14 1969
Department of Reclamation

Mr C Stephen Allred, P E
Deputy State Reclamation Engineer
State of Idaho
Department of Reclamation
Statehouse - Annex 2
Boise, Idaho 83707

Dear Mr Allred:

In answer to your question with respect to the sale of three parcels of land, the Company has completed the sale of two of these parcels, as follows:

1. Box Canyon - sold to Box Canyon Trout Co, Inc
   1522 Vista Avenue, Boise, Idaho
   Earl M Hardy, President
   Description: located about 8 miles South of Hagerman and 11 miles North of Buhl.
   $NW\frac{1}{4}$, Section 27
   $E\frac{1}{2}NE\frac{1}{4}$, Section 28
   $SW\frac{1}{4}NE\frac{1}{4}$, " "
   Lot 2, " "
   That part of Lot 5 which lies West of the North-South center line of Section 28.
   All of the above in T8S, R14E, BM, Idaho.

2. Bickel Springs - sold to George Lemmon and Norman Standal of Hagerman, Idaho
   Description: Part of the $SW\frac{1}{4}SW\frac{1}{4}$, Section 5
   " " Lot 8, " 6
   All of Lot 1, " 7
   Part of Lot 1, " 8
   " " the $NE\frac{1}{4}NW\frac{1}{4}$, " "
   All of the above in T8S, R14E, BM.

3. Briggs Springs - (Not sold)
   Description: Located 12 miles South of Wendell and 7 miles Northwest of Buhl on North and East of Snake River.
   Irregular parcels of land lying in Sections 3 and 4, T9S, R14E, BM.

36 7066

If any further information is required, please contact me.

Very truly yours,

James E Bruce
Vice President and Secretary

JEB:mlm

October 28, 1969

Re: Applications for Permit 36-7069 and 36-7066

Magic Springs, Inc.
Mr. Donald J. Hinze
313 Shoshone Street, North
Twin Falls, Idaho 83301

Dear Mr. Hinze:

Thank you for your letter of October 23, 1969. We will withhold action for an additional 30 days within which time you may submit the information we requested in our letter of September 26, 1969.

In your letter you requested that all further correspondence regarding these permits be sent to you. Since application for permit 36-7069 is in your name, you will receive a copy of all correspondence. Application for permit 36-7066 is in the names of George Lemmon and Norman Standal, Hagerman, Idaho, so it would be necessary for them to assign the application for permit to you or to provide to you a power of attorney before we could forward all correspondence to you, as agent for the permit.

Enclosed you will find an amendment form which you requested in your letter. We are also enclosing an assignment form and a power of attorney form for your use.

Very truly yours,

C. Stephen Allred, Deputy
State Reclamation Engineer

CSA:kh
Enclosures

36 7066

MAGIC SPRINGS, inc.

313 Soshone Street, North
Twin Falls, Idaho 83301
Phone (208) 734-2079

October 23, 1969

C. Stephan Allred, P.E.
Acting Deputy State Reclamation Engineer
Department of Reclamation
Statehouse - Annex 2
Boise, Idaho 83707

RE: Application for Water Permits Numbers 36-7066 and 36-7069

Dear Mr. Allred:

Regarding your correspondence of September 26, 1969 requesting additional information in regard to our filings, I would like an extension of time to enable us to complete the necessary engineering studies needed.

Would you kindly send the forms needed to ammend our application in regard to the point of use.

All further correspondence in regard to application numbers 36-7066 and 36-7069, should be sent to Mr. Donald Hinze, c/o Magic Springs Incorporated, 313 Shoshone Street North, Twin Falls, Idaho.

Thank you very much.

Sincerely,

Donald J. Hinze

Donald Hinze

36 7066

36 7069

October 22, 1969

Department of Reclamation
State of Idaho
Statehouse Annex 2
Boise, Idaho 83707

ATTN: Stephen Allred, P.E.

RE: Your letter of September 26

Dear Mr. Allred:

Within the last several days we have purchased the property required to develop the water under our permit (#36-7072) and are obtaining the information you requested on this filing. We expect to have the information to you by your requested date of October 27, 1969.

We are filing an amended application for permit (#36-7066) and request additional time beyond your requested date of October 28 to complete engineering and other details as requested.

Very truly yours,

Norman S. Standal

George Lemmon

Oct 28, 1969.

Extend time until Nov 28, 1969 CSA

36 7066

DON SAMUELSON
GOVERNOR

R. KEITH HIGGINSON
State Reclamation Engineer

STATE OF IDAHO

DEPARTMENT OF RECLAMATION
STATEHOUSE - ANNEX 2
BOISE, IDAHO 83707

September 26, 1969

Re: Application for Permit No. 36-7066 and
Application for Permit No. 36-7072

Mr. George Lemmon and
Mr. Norman Standal
Route 1
Hagerman, Idaho 83332

Gentlemen:

In order to further consider your application for permit, we will require additional information not included with your application.

1. A financial statement indicating the resources available to you to complete the project as described in the application (See Section 42-203, Idaho Code).

2. A preliminary design of the hatchery facilities indicating size of raceways, general layout, 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 you have asked to appropriate.

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, finish of construction, and date the full operation of the hatchery is anticipated.

You should be aware that all applications, if approved, will require the installation and maintenance of adequate measuring devices, both at the point of diversion and the point of return of the water to the river. These devices must be of a type approved by the Department of Reclamation. They can be any

36 7066

generally recognized standard measuring device. You should include the installation of these devices in your preliminary plans for construction.

I would appreciate receiving this information by October 27, 1969. Thank you for your cooperation.

Very truly yours,

C. Stephen Allred, P. E.
Acting Deputy State
Reclamation Engineer

CSA:tg

Enc: none

DON SAMUELSON
GOVERNOR

R. KEITH HIGGINSON
State Reclamation Engineer

STATE OF IDAHO

DEPARTMENT OF RECLAMATION
STATEHOUSE – ANNEX 2
BOISE, IDAHO 83707

September 17, 1969

Re: Application for Permit Nos:

36-7066	- George Lemmon & Norman Standal	- 6/19/69
36-7068	- Wesley E. Reynolds and/or Donald Hinze	- 6/27/69
36-7069	- Wesley E. Reynolds and/or Donald Hinze	- 6/27/69
36-7071	- Jones & Sandy Livestock Company	- 7/08/69
36-7072	- Norman S. Standal and George Lemmon	- 7/17/69

Mr. John A. Rosholt
PARRY, ROBERTSON, DALY & LARSON
P.O. Box 525
Twin Falls, Idaho 83301

Dear Mr. Rosholt:

In response to your letter of September 10, 1969, please be advised that application no. 36-7072 held by Lemmon and Standal is junior in priority to application numbers 36-7068 and 36-7069, however, the source of water supply under 36-7072 is Thousand Springs and not Box and Blind Canyon Creek. The application that, I believe, you are interested in is 36-7066, a copy of which we are enclosing. You will note that the priority date is senior to the above referenced permits and it is on Box and Blind Canyon Creek.

As you have requested, we are enclosing a copy of application no. 36-7071 along with copies of the protests. We will mark this file accordingly so that copies of all pertinent correspondence will be submitted to Harry Povey, attorney-at-law, and also to your attention.

As to your final request, the water supply information bulletin which you have requested has been completely distributed and we do not have additional copies. We will loan you a copy from our library for a period of 30 days. We are also

36 7066

enclosing, from our library, a copy of our Water Information Bulletin # 9 pertinent to the same area. Both of these documents must be returned within 30 days from the date of their receipt.

If we can be of further assistance, please do not hestitate to advise.

Very truly yours,

Donald W. McEldowney
Appropriation Examiner

DWM:dr

Enc: Copy of application no. 36-7066
Copy of application no. 36-7071 w/protests
Water Information Bulletin # 6
Water Information Bulletin # 9

36 7066

RECEIVED
SEP 11 1969
Department of Reclamation

PARRY, ROBERTSON, DALY & LARSON
LAWYERS
FIDELITY 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

September 10, 1969

Mr. Don McEldowney
Water Rights Division
Idaho State Reclamation Office
Statehouse Annex 2
Boise, Idaho 83707

Dear Don:

Enjoyed our telephone conversation of today and thank you for the information.

The one item in the conversation that upset me was your making mention of the fact that the Standal application 36-7072 was prior to 36-7068 and 36-7069 as filed by Reynolds and Company.

Unless the last pages of the applications as copied for me by Russ Bosch are backwards, my copies indicate that the Standal permit was filed on July 17, 1969, and the two Reynolds permits were filed on June 27, 1969, if I am backwards, please notify me since I have already written to an interested third party indicating that the Reynolds applications would appear to be prior.

Another purpose of my letter is to inform you that we have been requested by Bob Erkins, President of the Idaho Springs Trout Company to assist Harry Povey, a Twin Falls Lawyer, in the representation of the Idaho Springs Trout Company in protesting the Jones and Sandy Livestock Company application 36-7071. In this regard, would you please send me copies of any protests which have been filed by persons other than the Idaho Springs Trout Company and also send me any supplemental information which may have been filed by the applicants.

I would officially request that copies of all notices, orders, etc. be sent to this office as well as a copy to Mr. Povey, the present attorney of record. If you would kindly send the copies of this information we will remit by return mail.

36 7066

Also if you have an extra copy of Water Information Bulletin No. 6 which is the record of North Side Springs and other inflow to the Snake River between Milner and King Hill, Idaho, 1948 - 1967, it would certainly be appreciated.

Finally, if you have any idea as to when the hearing on this permit will be held, we would appreciate as much advance notice as possible.

Thanks for your continuing help.

Sincerely,

John A. Rosholt

JOHN A. ROSHOLT

JAR:ps

September 16, 1969

Re: Application for Permit No. 36-7066

Mr. George Lemmon and Norman S. Standal
Star Route
Bliss, Idaho 83314

Gentlemen:

We are in receipt of your letter of September 6, 1969, concerning the above referenced application for permit. Please be advised that if you desire to change the place of use under this application, you may do so by filing an amended application in the same form as the original - showing the changes. There will also be a $10.00 fee for re-advertising of the application for a two-week period just as the original application. The priority that has been proposed would remain the same under normal circumstances.

In as much as your application has been protested and will be scheduled in the future for a hearing, it would be best, if you are going to make the changes, to do so at once.

We are enclosing an application form for your use if you wish to file an amended application. If we can assist you in this matter, please contact us.

Very truly yours,

Donald W. McEldowney
Appropriation Examiner

DWM:DR
Enc: Application form

36 7066

RECEIVED
SEP 10 1969
Department of Reclamation

September 6, 1969

Mr. R. Keith Higgins
State Reclamation Engineer
Boise, Idaho 83700

RE: Filing #36-7066

Dear Mr. Higgins:

We have held an option to purchase lots 2 & 7 of the NW¼ of NW¼ of Section 20, Twp 8S R14E for some time, with the consideration that we might have to use the water in the above filing for a fish hatchery at this location.

Please advise us on the necessary procedure for changing the point of use for water of a filing that has not yet been allowed.

Would such a change at this time require a re-publication?

Would the original filing date priority remain?

Thank you for your help.

Sincerely,

Norman S. Standal
George Lemmon

George Lemmon
Norman S. Standal
Star Route
Bliss, Idaho 83314

36 7066

DON SAMUELSON
GOVERNOR

R. KEITH HIGGINSON
State Reclamation Engineer

STATE OF IDAHO

DEPARTMENT OF RECLAMATION
STATEHOUSE – ANNEX 2
BOISE, IDAHO 83707

August 29, 1969

Re: Application for Permit No. 36-7066 – George Lemon and Norman Standal

Gooding County Leader
Box 56
Gooding, Idaho

Gentlemen:

Would you please submit an affidavit of publication and a certified bill in connection with the above referenced. The legal notice was to be published in your paper on August 14th and 21st, 1969.

As the above permit application cannot be approved until we are in receipt of the affidavit, it is important that we receive it as soon as possible.

Your prompt attention to this matter is appreciated.

Very truly yours,

Donald W. McEldowney
Appropriation Examiner

DWM:DR

36 7066

August 26, 1969

Re: Application for Permit No. 36-7066

George Lemmon and Norman Standal
Route #1
Hagerman, Idaho 83332

Gentlemen:

We have enclosed a protest filed against the issuance of permit pursuant to your application no. 36-7066 by Richard Kaster, Route #4, Buhl, Idaho. The following are the only provisions which will be considered in a conference and/or hearing:

1. Whether or not the source of water supply is public water and is subject to appropriation.

2. Whether or not there is sufficient water supply at anytime during a five (5) year period for this application under its proposed priority.

3. Whether or not the application is made in good faith or for delaying or speculative purposes.

4. Whether or not the lands to be irrigated are covered by a perfected water right which provides 1/59 cubic foot per second of water per irrigated acre and/or 5 acre feet per annum per irrigated acre.

5. Whether or not the applicant possesses sufficient financial resources to complete the project.

Legal counsel is not mandatory, although you may desire to employ an attorney, You may also, if you so desire, submit a written answer to the protest within ten (10) days.

36 7066

COPY

The State Reclamation Engineer may reject such application and refuse issuance of permit therefor, or may partially approve and grant permit for a less quantity of water than applied for or may grant permit upon conditions.

A permit issued by this office does not in anyway convey or establish right-of-ways over private or governmental lands. Right-of-ways or easements must be obtained by individuals concerned through action outside of the water right proceedings.

If you have any questions, please contact this office.

Very truly yours,

Donald W. McEldowney
Appropriation Examiner

DWM:sc
Enc. Copy of Protest

COPY

August 26, 1969

Re: Application for Permit No. 36-7066

COPY

Richard Kaster
Route #4
Buhl, Idaho 83316

Dear Mr. Kaster:

We are in receipt of your correspondence concerning the above referenced. The following are the only provisions which will be considered in the hearing and/or conference:

1. Whether or not the source of water supply is public water and is subject to appropriation.

2. Whether or not there is sufficient water supply at anytime during a five (5) year period for this application under its proposed priority.

3. Whether or not the application is made in good faith or for delaying or speculative purposes.

4. Whether or not the lands to be irrigated are covered by a perfected water right which provides 1/50 cubic foot per second of water per irrigated acre and/or 5 acre feet per annum per irrigated acre.

5. Whether or not the applicant possesses sufficient financial resources to complete the project.

Please bear in mind that the State Reclamation Engineer may reject such application and refuse issuance of permit therefor, or may partially approve and grant permit for a less quantity of water than applied for or may grant permit upon conditions.

36 7066

A permit issued by this office does not in anyway convey or establish right-of-ways over private or governmental lands. Right-of-ways or easements must be obtained by the individuals concerned through action outside of the water right proceedings.

If we may be of further assistance, please contact us.

Very truly yours,

Donald W. McEldowney
Appropriation Examiner

DWM:sc

COPY

August 21, 1969

Mr. R. Keith Higginson
State Reclamation Engineer
State of Idaho
Statehouse
Boise, Idaho

Dear Mr. Higginson:

Re: Filing #36-7066
Diversion of 380 CFS from
Box Canyon Creek.

I protest water filing number 36-7066 on the grounds that it was made for speculative and delay purposes.

The applicants made the filing making an incorrect statement concerning the land ownership, and there was no lease with me or Idaho Power Company enabling them to make the filing. Therefore, it is not a valid application. If the Department of Reclamation allows this procedure it will lead to all kinds of speculation because people will use this method to establish a priority date on water filings and then go see if they can make a deal on some land to use the water on.

I understand the State Constitution provides the right to change the point of use for water but I am sure the makers of the Constitution meant from one valid place to another valid place.

Therefore, I believe if the applicants do obtain a rightful place of use they should make a new application and establish a new priority date. This is the only way everyone would have a fair and equal chance.

If the Department of Reclamation accepts this filing it will be challenged.

Respectfully submitted,

Richard Kaster

Richard Kaster

36 7066

DON SAMUELSON
GOVERNOR

R. KEITH HIGGINSON
State Reclamation Engineer

STATE OF IDAHO

DEPARTMENT OF RECLAMATION
STATEHOUSE – ANNEX 2
BOISE, IDAHO 83707

August 13, 1969

Re: Applications for Permit Nos. ~~36-7066,~~ 47-7071, 36-7068, 36-7069, 36-7072

Idaho Power Company
1220 Idaho
Boise, Idaho

Gentlemen:

Enclosed please find copies of Applications for permits for the above referenced per your request.

If we can be of any further assistance please advise.

Very truly yours,

Donald W. McEldowney
Appropriation Examiner

DWM:sc
Enc.

36 7066

MAGIC SPRINGS, inc.

313 Soshone Street, North
Twin Falls, Idaho 83301
Phone (208) 734-2079

August 9, 1969

RECEIVED
AUG 11 1969
Department of Reclamation

Mr. R. Keith Higginson
State Reclamation Engineer
Department of Reclamation
Statehouse - Annex 2
Boise, Idaho

Re: Application for Permit - 36-7068 and 36-7069

Dear Mr. Higginson:

We recieved the letter from Mr. Donald W. McEldowney of your Department dated Aug. 1, 1969, in reference to the protest to our water filing. After reading the copy of the protest that was mailed to us it would seem that Mr. Standell and Mr. Lemmon are asking quite a lot of your Department and ourselves in waiting for their application to be processed. We filed on this water in good faith, have a very desirable location to put this water to beneficial use on, and followed the necessary procedures, including the publication of our application within the required 30 day period.

Had Mr. Standell and Mr. Lemmon followed these same procedures they could possibly have a valid protest. Because of the fact that they had no land to put this water to beneficial use on they had to delay the publication of their application past the 30 day publication period. Had their filing been made in good faith rather than of a speculative nature this stalling would have been unnecessary.

In regard to our filing exceeding the available water in Box Canyon we fully realize that any previous permits

36 7068 36 7066

MAGIC SPRINGS, inc.

313 Soshone Street, North
Twin Falls, Idaho 83301
Phone (208) 734-2079

that have been issued have priority over our filing should it be approved. In view of the above, we respectfully request that you act upon our applications now, and if for some reason your Department should see fit to deny our applications, the filings of Mr. Standell and Mr. Lemmon would then come into consideration.

Sincerly yours,

Don Hinze

Don Hinze

Wes Reynolds

Wes Reynolds

36 7068 36 7066

NEED GALLEY PROOF

NOTICE OF APPLICATION FOR WATER

Notice is hereby given that George Lemmon and Norman Standal, Hagerman, Idaho, have on June 19, 1969, applied for permit under application No. 36-7066 to divert 400.00 cubic feet per second of water from Box Canyon Creek (380.0 cfs) and Blind Canyon Creek (20.0 cfs). Water will be diverted by open ditch and pipeline within the SW¼NE¼ (2 points), Sec. 28. T. 8S, R. 14E, B.M., Gooding County and is to be used from January 1 to December 31 for fish propagation and from April 1 to October 31 for irrigation in Lots 2, 3, 4, 5 and 7, Sec. 28, T. 8S, R. 14E, B.M.

Any protest against this application must be filed with the Department of Reclamation wihin ten days from the last date of this notice.

R. Keith Higginson
State Reclamation
Engineer

1

August 7, 1969

Re: Application for Permit No. 36-7066 - George Lemmon and Norman Standal

Gooding County Leader
Box 56
Gooding, Idaho 83330

Gentlemen:

Enclosed you will find a legal notice which we wish to have published once a week for two consecutive weekly issues of your newspaper. We have inserted the publication dates allowing ample time for you to submit us a galley proof for review before publication.

After sending us a galley proof, proceed with the publication on the dates we have inserted assuming the notice is correct. If we have any corrections, we will notify you before the first publication 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 of Reclamation, 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 same has been paid.

_____
Signature of claimant

Very truly yours,

Donald W. McEldowney
Appropriation Examiner

DWM:DR
Enc: Legal notice

36 7066

NOTICE OF APPLICATION FOR WATER

Notice is hereby given that George Lemmon and Norman Standal, Hagerman, Idaho, have on June 19, 1969, applied for permit under application No. 36-7066 to divert 400.0 cubic feet per second of water from Box Canyon Creek (380.0 cfs) and Blind Canyon Creek (20.0 cfs). Water will be diverted by open ditch and pipeline within the SW¼NE¼ (2 points), Sec. 28, T. 8S, R. 14E, B.M., Gooding County and is to be used from January 1 to December 31 for fish propagation and from April 1 to October 31 for irrigation in Lots 2, 3, 4, 5 and 7, Sec. 28, T. 8S, R. 14E, B.M.

Any protest against this application must be filed with the Department of Reclamation within ten days from the last date of this notice.

R. KEITH HIGGINSON
State Reclamation Engineer

Published in the Gooding Leader, Gooding, Idaho,
on August 14 and August 21, 1969.

36 7066

July 16, 1969

Department of Reclamation
State of Idaho
Stathouse - Annex 2
Boise, Idaho 83707

ATTN: Mr. Donald W. McEldowney
Appropriation Examiner

Dear Mr. McEldowney:

In our Water Application #36-7066, Section 9C we designated a lease arrangement with Idaho Power. Since that time Idaho Power has indicated that they are going to sell the property and we are at the present time negotiating to purchase.

Sincerely yours,

Geo. M. Lemon

Mr. George Lemon
&
Mr. Norman Standal

Norman S. Standal

36 7066

July 14, 1969

Re: Application for Permit No. 36-7066

COPY

Mr. George Lemmon
Route 1
Hagerman, Idaho

Gentlemen:

Please be advised that the Department of Reclamation has reviewed the questions raised earlier in connection with 31383, Mountain View Irrigation Company.

The source of water supply for the permit at this time is Box Canyon Spring, the quantity of water is 200 cubic foot per second for irrigation purposes.

The permit at present, appears to be in good standing, however, as you are aware, Mountain View Irrigation Company lost their desert entry filings; therefore, any proposals made in connection with the permit should be made in the immediate future in order to be evaluated by the Department of Reclamation. The Department would, therefore, consider any application for amendment or application for extension of time received prior to September 20, 1969.

You must bear in mind that you would be required to receive an assignment from Mountain View Irrigation Company before you would be allowed to submit an amendment or extension request. Forms for these are enclosed.

If we can be of further assistance, please contact us.

Very truly yours,

Donald W. McEldowney
Appropriation Examiner

DWM:tg
Enc: amendment
extension
assignment

36 7066

July 8, 1969

COPY

Re: Application for Permit No. 36-7066

Mr. George Lemmon
Hagerman, Idaho 83332

Dear Mr. Lemmon:

On July 3, 1969, you telephoned the Department and requested that we change the description of the lands you propose to irrigate under the above application for permit.

The Department has pursuant to this request done so. We have deleted the original land list and included the corrected land list under the remarks section. Please initial the corrected land list under remarks and submit the application to the Department once again so we may proceed with processing.

If we may assist you in any manner, please contact us.

Very truly yours,

Donald W. McEldowney
Appropriation Examiner

DWM:TG

Enc: application no. 36-7066

36 7066

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 36-07066

Priority: January 5, 1970 Amount: 10.00 CFS

This is to certify, that BLIND CANYON AQUA RANCH INC.
P.O. BOX 219
HAGERMAN, ID 833320000 has complied with the terms and conditions of the permit issued pursuant to Application for Permit dated June 19, 1969, and has submitted proof to the Department of Water Resources on Feburary 27, 1987, that water has been applied to a beneficial use; an examination by the Department indicates that the works have a diversion capacity of 10.650 cfs of water from:

BLIND CANYON SPRINGS tributary to **BLIND CANYON CREEK**

source and that a water right has been established as follow:

BENEFICIAL USE	PERIOD OF USE	RATE OF DIVERSION	VOLUME
FISH PROPAGATION	01/01 to 12/31	10.00 CFS	

LOCATION OF POINT OF DIVERSION(S): LOT 5(NENWSE), Sec. 28, Township 08S, Range 14E
LOT 5(SENWSE), Sec. 28, Township 08S, Range 14E
SESWNE , Sec. 28, Township 08S, Range 14E
GOODING County

PLACE OF USE: FISH PROPAGATION

TWN	RGE	SEC	
08S	14E	28	LOT 5(NWSE)

CONDITIONS/REMARKS:

1. The right to the use of water hereby confirmed is limited to the amount which can actually be beneficially used and is restricted and appurtenant to the lands or place of use and to the purpose herein described, as provided by the laws of Idaho.
2. This right is subject to all prior water rights and may be forfeited by five years of non-use.
3. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
4. Measuring devices of a type approved by this Department shall be maintained at the point of diversion and point of effluent discharge.
5. Return flow when discharged to a surface water system shall meet Idaho Water Quality Standards.

MICROFILMED
DEC 12 1988

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 36-07066

CONDITIONS/REMARKS:

6. Use of water under this right is subject to policies set forth in the State of Idaho Water Plan, including Policy No. 5G.
8. The maximum combined annual volume of water under this right & Right 36-7162 shall not exceed 11,428.5 acre feet.
9. Facility volume = 86,170 cubic feet.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. Witness the seal and signature of the Director, affixed at Boise, this 28th day of November, 1988.

Norman C Young

Acting for the Director

MICROFILMED
DEC 12 1988

State of Idaho
Department of Water Resources

RECEIVED
FEB 12 1988

APPLICATION FOR AMENDMENT
(For Licensing Purposes)
WATER RIGHT NO. 36-7066

Department of Water Resources
APPROVED

Date of Priority: January 5, 1970

Comes now BLIND CANYON AQUA RANCH INC.
P.O. BOX 219
HAGERMAN, ID 83332 and represents to the Director of the

Idaho Department of Water Resources:

That he is the owner and holder of Permit to Appropriate the Public Waters of the State of Idaho No. 36-7066 , and requests that the permit be changed as follows:

Source: **BLIND CANYON SPRINGS** tributary to: **BLIND CANYON CREEK**

BENEFICIAL USE	PERIOD OF USE	RATE OF DIVERSION	VOLUME
Fish propagation	01/01 to 12/31	10.00 cfs	

LOCATION OF POINT OF DIVERSION(S): SESWNE , Sec. 28, Township 8S, Range 14E
LOT 5(NENWSE), Sec. 28
LOT 5(SENWSE), Sec. 28
Gooding County

PLACE OF USE: Fish propagation

TWN	RGE	SEC	
8S	14E	28	LOT 5(NWSE)

Permit holder asserts that no one will be injured by such change and that such change will be made at permit holder's own risk.

Signed at Hagerman, this 11 day of February, 1988.

MICROFILMED
DEC 12 1988

Gig H. Lemon
(Signature)

880204

State of Idaho
Department of Water Resources

APPLICATION FOR AMENDMENT
(For Licensing Purposes)
WATER RIGHT NO. 36-7066

****

FOR DEPARTMENT USE ONLY #48416

Preliminary check by KW Fee = $20.00 ✓ Receipted by ___ Date 2-16-88

ACTION OF THE DEPARTMENT OF WATER RESOURCES

I, R. Keith Higginson, of the Department of Water Resources hereby approve the above Application for Amendment for Permit No. 36-7066 with the following;

CONDITIONS/REMARKS:

1. The right to the use of the water hereby confirmed is limited to the amount which can actually be beneficially used and is restricted and appurtenant to the lands or place of use and to the purpose herein described, as provided by the laws of Idaho.
2. This right is subject to all prior water rights and may be forfeited by five years of non-use.
3. Modifications to or variance from this license must be made within the limits of Section 42-222, **Idaho Code**, or the applicable Idaho law.
4. Measuring devices of a type approved by this Department shall be maintained at the point of diversion and point of effluent discharge.
5. Return flow if discharged to a surface water system shall meet Idaho water quality standards.
6. Use of water under this right is subject to policies set forth in the State of Idaho Water Plan, including Policy No. 5G.
7. The maximum combined annual volume of water under this right & Right 36-7162 shall not exceed ~~13,480.3~~ 11,428.5 11/10/88 G.S. acre feet.

Witness my hand this 28th day of November, 1988.

(Director)

MICROFILMED

DEC 12 1988

880204

WATER RIGHT SUMMARY

ACTION	RIGHT NO.	NAME	AMOUNT CFS
Original Permit	36-7066	Lemmon, George Standal, Norman	400.0
Full Assignment	36-7066	Aquaculture Industries, Inc.	400.0
Full Assignment	36-7066	Cold Springs, Inc.	400.0
Full Assignment	36-7066	Blind Canyon Aqua Ranch, Inc.	400.0

MICROFILMED
JUL 06 1987

RECEIVED
MAR 04 1987
Department of Water Resources

RECEIVED
FEB 27 1987
Department of Water Resources
Southern Region Office

State of Idaho
Department of Water Resources

ASSIGNMENT OF PERMIT

I, George H. Lemmon, President Cold Springs Inc, hereby assign to Blind Canyon Aqua Ranch Inc.

of Box 219, Hagerman, ID 83332
Address

CHECK ONE

☒ All my right, title, and interest in and to Permit No. 36-7066 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 27 day of February, 1987.

Geo H Lemmon
Permit Holder

_____
Spouse of Permit Holder

State of Idaho)
ss.
County of Twin Falls)

On this 27 day of February, 1987, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.

Loren O Harlan
Notary Public residing at
Twin Falls, ID

seal

My commission expires:
Life

MICROFILMED
JUL 06 1987

INTER-DEPARTMENT MEMO — 1

DATE 3-4-86

FROM Glen

TO File 36-7066

~~SUBJECT~~ – If another ext of time request is rec'd on this permit the request should be carefully reviewed for a demonstration of due diligence (since 1969) & compliance w/ public interest criteria.

UNCONTROLLED

JUL 06 1987

SIGNATURE

Form 204
7-80

Identification No. _____

RECEIVED
JUL 11 1983
Department of Water Resources
Southern District Office

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
JUL 25 1983
Department of Water Resources

REQUEST FOR EXTENSION OF TIME

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

George Lemmon and Norman Standal (Name) of Route #1 Hagerman, ID 83332 (Address)

State of Idaho, deposes and says: 837-4806

That he is the holder, or the duly authorized agent of the holder*, of Permit to Appropriate the Public Waters of the State of Idaho No. 36-7066.

That under the terms and conditions of said permit, work thereunder was required to be completed on or before April 15, 1975.

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

Blind Canyon is completed, and Box Canyon is under litigation.

Costing $ _____

That he is unable to complete the remainder of the work within the required time for the following reasons, to-wit: ~~Because of litigation of Box Canyon.~~ Lack of approval of right of way from BLM See attached sheet. Geo 9-16-83

Wherefore, he asks that the Department of Water Resources extend the time for the completion of obligations under said permit to July, 1988.

Geo H. Lemmon
(Signature)*

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

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

IT IS HEREBY ORDERED that the above application for extension of time be APPROVED and the time within which to submit the statement of beneficial use is extended to April 1, 1987. IT IS FURTHER ORDERED that the permit be reinstated and the priority advanced to January 5, 1970, pursuant to Section 42-218a, Idaho Code.

Signed this 7th day of December, 1983.

MICROFILMED

L. Glen Saxton
Chief, Operations Bureau

$15.00 fee received by _____ Date 7-21-83 Receipt # 30140

[redacted] [redacted] INTER-DEPARTMENT MEMO — 1.

FROM Rita Fleck

DATE 12-29-80

TO File 36-7066

SUBJECT Extension of Time

The Request for extension of time (signed 12-24-80) is extended from the time the protest against the amendment was submitted until proof was due, 10-5-78 to 2-1-81. However at this point the protest has not been RESOLVED. Therefore, unless the protest is Resolved between now and Feb. 1, 1981, if the permit holder Requests another Extension, we can grant it (based on litigation) the number of months after Feb. 1, 1981, the protest exists.

SIGNATURE

INTER-DEPARTMENT MEMO — 1

FROM

DATE

TO File 36-7066

SUBJECT

Action is pending on 36-7820 ~~Cal Water Res. Board~~ based on the final decision on this protested amendment. Final processing should begin as soon as this decision is rendered.

SIGNATURE

n 204
80

Permit No. 36-7066

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
DEC 17 1980
Department of Water Resources

REQUEST FOR EXTENSION OF TIME

For additional time in which to submit proof of beneficial use on a water right permit

Cold Springs, Inc. (Name) of c/o George Lemmon Route 1, Box 218, Hagerman (83332) (Address)

State of Idaho, deposes and says:

That he is the holder, or the duly authorized agent of the holder*, of Permit to Appropriate the Public Waters of the State of Idaho No. 36-7066.

That under the terms and conditions of said permit, work thereunder was required to be completed on or before February 1, 19 81.

That I have performed the following work toward developing said permit: _____
(This information must be provided on all extension requests, if none, so state.)

_____

_____

_____

_____ Costing $_____

That I have been unable to complete the remainder of the work within the required time for the following reasons: Pending decision on protested amendment.

_____

_____

_____

I ask the Department of Water Resources to extend the time for the completion of obligations under said permit to February 1 (1 to 5 years), 19 86.

Geo H. Lemmon
(Signature)*

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

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

IT IS HEREBY ORDERED that the above application for extension of time be APPROVED and the time within which to submit the statement of beneficial use is extended to June 1, 1983.

Signed this 24th day of December, 19 80.

L. Glen Saxton
Chief, Operations Bureau

$15.00 fee received by _____ Date 12-19-80 Receipt # 17456

BEFORE THE DEPARTMENT OF WATER RESOURCES

OF THE

STATE OF IDAHO

IN THE MATTER OF REINSTATING AND EXTENDING THE PROOF DUE DATE IN CONNECTION WITH PERMIT NO. 36-7066 IN THE NAME OF COLD SPRINGS, INC.	ORDER

WHEREAS, on November 26, 1969, George Lemmon and Norman Standal filed with the Department of Water Resources an amended application for permit to appropriate 400 cubic feet per second of water from Box Canyon Creek and Blind Canyon Springs to be diverted within the NW¼NE¼ and NW¼SE¼, Sec. 28, Twp. 8S, Rge. 14E B.M., Gooding County, to be used for fish propagation purposes; and,

WHEREAS, on April 28, 1971, the Department approved said application and issued Permit No. 36-7066 with the condition that proof of construction of works and application of water to beneficial use be submitted on or before April 15, 1975; and,

WHEREAS, on December 21, 1972, the permit holders assigned all right, title, and interest in and to Permit No. 36-7066 to Aquaculture Industries, Inc.; and,

WHEREAS, on April 17, 1973, the permit holder assigned all right, title, and interest in and to Permit No. 36-7066 to Cold Springs, Inc.; and,

WHEREAS, on June 5, 1975, the Department extended the time within which to submit proof of beneficial use to April 1, 1980; and,

WHEREAS, on October 5, 1978, Cold Springs, Inc. filed with the Department of Water Resources an application for amendment which was protested; and,

WHEREAS, on January 31, 1980, the Department notified the permit holder by certified mail that proof was due and instructed the permit holder as to the steps to make said proof; and,

WHEREAS, on April 24, 1980, the Department notified the permit holder that Permit No. 36-7066 had lapsed for failure of the permit holder to submit proof of beneficial use; and,

WHEREAS, the Department discovered that the notices were not sent to the correct address of record; and,

WHEREAS, Section 42-204, Idaho Code provides that notice be given to the correct address of record;

IT IS, THEREFORE, HEREBY ORDERED that Permit No. 36-7066 be REINSTATED with no loss in priority and the time within which to submit proof of beneficial

use is extended to February 1, 1981.

Dated this 26th day of November, 1980.

L. Glen Saxton

L. GLEN SAXTON

Chief, Operations Bureau

LAW OFFICES

HEPWORTH, NUNGESTER, AND FELTON

PROFESSIONAL CENTER — 1020 MAIN
Post Office Box 589
BUHL, IDAHO 83316
TELEPHONE (208) 543-4368

JOHN C. HEPWORTH, Chartered
WM. L. NUNGESTER, Chartered
MICHAEL H. FELTON, Chartered
D. BRENT MARTENS
JEFFREY E. ROLIG
JOHN T. LEZAMIZ
JOHN C. HOHNHORST

TWIN FALLS OFFICE
Blick Building
133 Shoshone Street North
Post Office Box 389
Twin Falls, Idaho 83301
Telephone (208) 734-7510

August 23, 1982

OUR FILE NUMBER

RECEIVED
AUG 24 1982
Department of Water Resources
Southern District Office

State of Idaho
Department of Water Resources
Southern Region
1041 Blue Lakes Blvd. North
Twin Falls, ID 83301

Attention: Loren O. Holmes

Re: Cold Springs, Inc. Application for Amendment on Permit No. 36-7066

Dear Loren:

This is to confirm our telephone conversation of this day at which time I advised that George Lemmon wished to withdraw his Application for Amendment of the above-referenced water right. I have not notified any of the protestants and would ask that you send a notification to them.

Very truly yours,

HEPWORTH, NUNGESTER & FELTON

Brent

D. Brent Martens

DBM:kr

RECEIVED

OCT 10 1978

RECEIVED

OCT 5 1978

Department of Water Resources

Southern District Office

STATE OF IDAHO
DEPARTMENT OF RECLAMATION

APPLICATION FOR AMENDMENT

Permit No. 36-7066

Comes now Cold Springs, Inc. of (address) P.O. Box 326, ~~Buhl, Idaho~~, and represents to the State Reclamation Engineer of the State of Idaho:

That he is the owner and holder of Permit to Appropriate the Public Waters of the State of Idaho No. 36-7066, and requests that the permit and permit map be changed as follows:

1. Point of diversion: NW ¼ NE ¼, Sec. 28, T. 8 S., R. 14 E., B.M. Other points of diversion SW¼ of NE¼ and SE¼ of NE¼ of Section 28, Township 8 South, Range 14 E., B.M. (See attached map)

2. Period and nature of use: (irrigation, domestic, stockwatering, industrial, etc.)

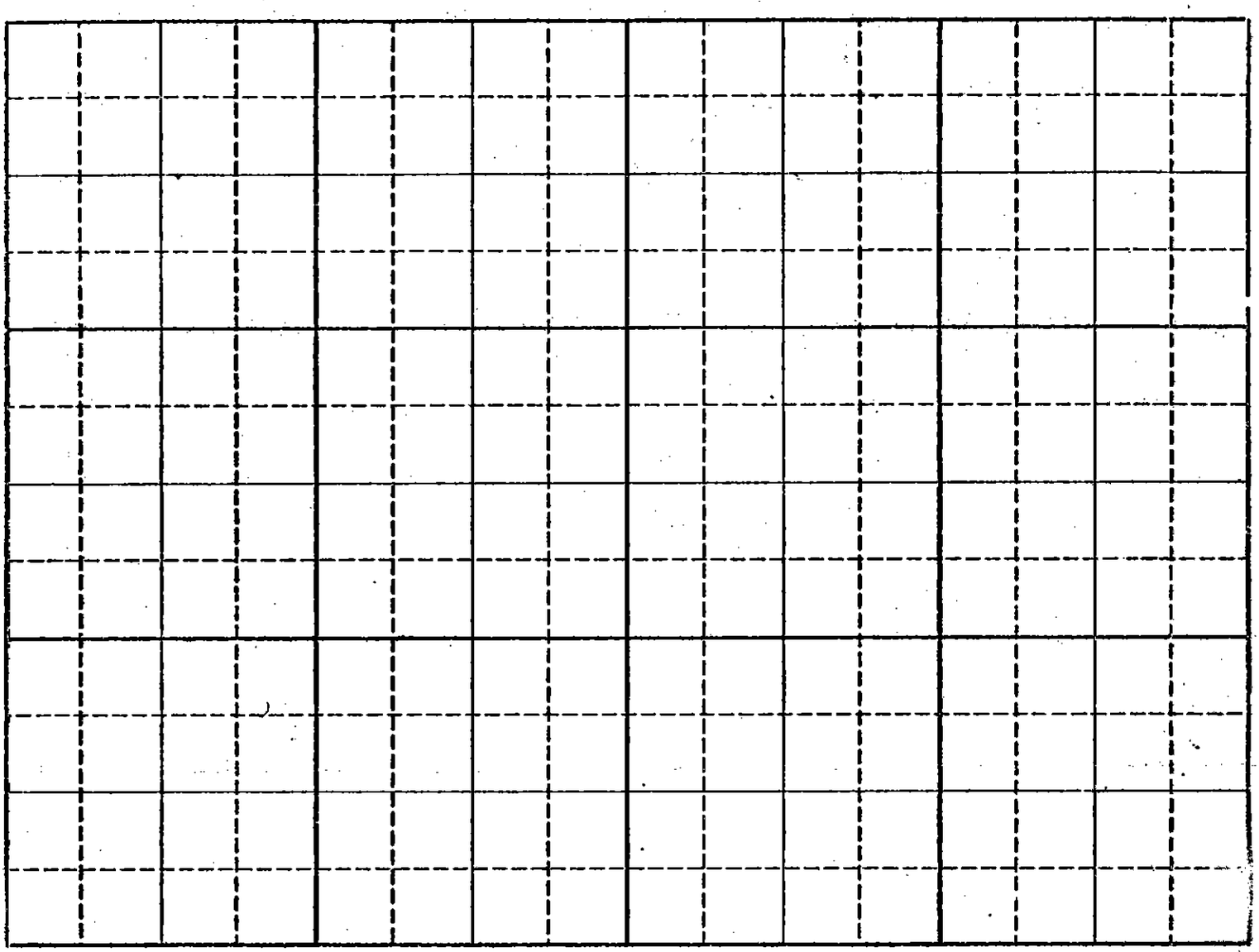
		mo. - day		mo. - day	
For	Fish Propagation	purposes from	January 1	to	Dec. 1 (both dates incl.)
For		purposes from		to	(both dates incl.)
For		purposes from		to	(both dates incl.)
For		purposes from		to	(both dates incl.)

3. Place of use or land to be irrigated:

TWP.	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
8S.	14E	28							Government Lot 4										
8S.	14E	28														X			
8S.	14E	29					X	X											

Total number of acres to be irrigated

Complete the following map by showing land and point of diversion as proposed by this amendment. Show 40 acre subdivisions, sections, townships, ranges, and ditches. (See attached map)



Scale: 2 inches equal 1 mile

That no one will be injured by such change, and that such change will be made at permit holder's own risk.

Signed at Buhl, this 29 day of Sept, 19 78.

COLD SPRINGS, INC.

Geo. H. Lemmon
Pres. (signature)

ACTION OF STATE RECLAMATION ENGINEER

I, _____, State Reclamation Engineer of the State of Idaho,

hereby _____

_____

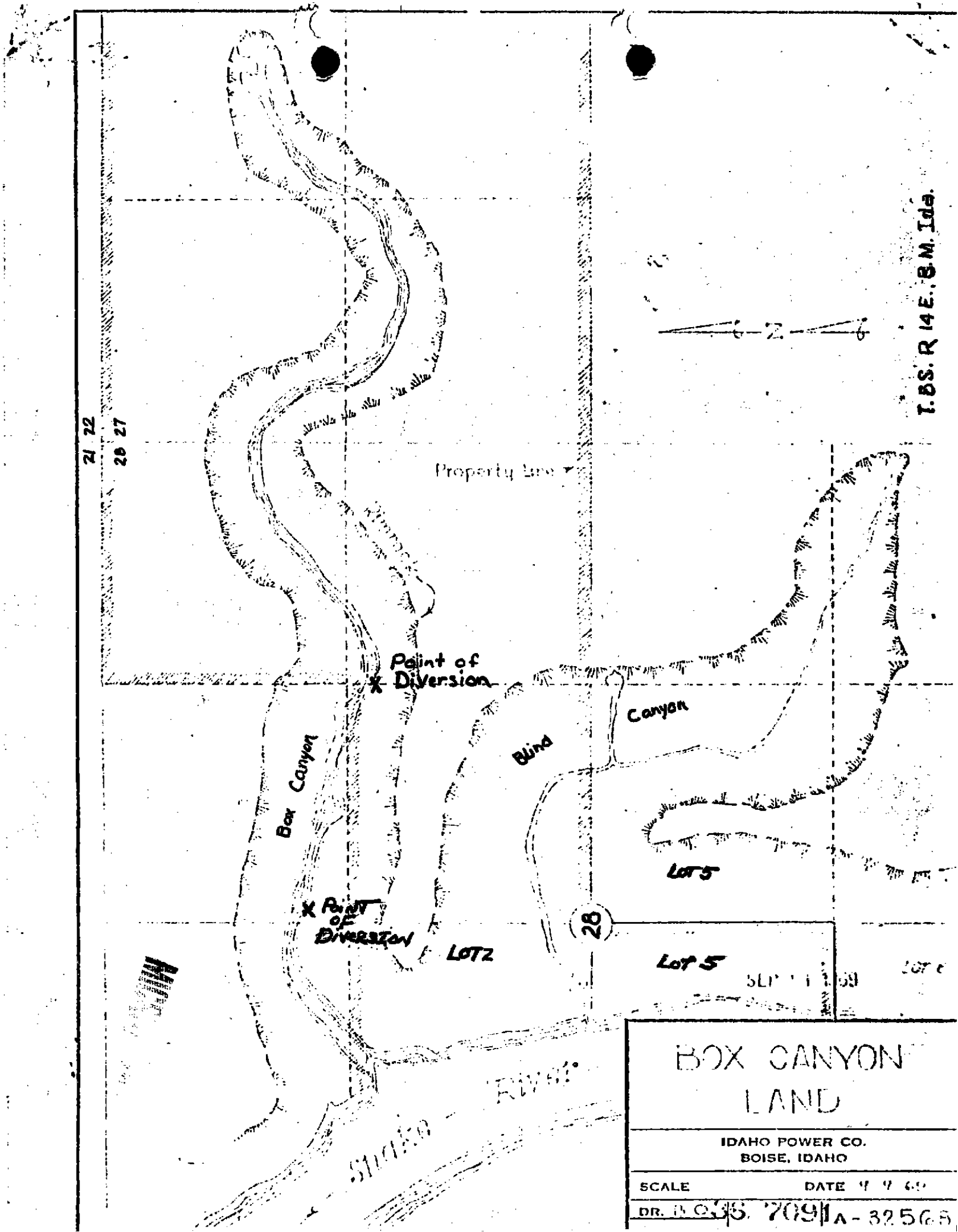
_____

_____

Witness my hand this _____ day of _____, 19_____.

_____

State Reclamation Engineer

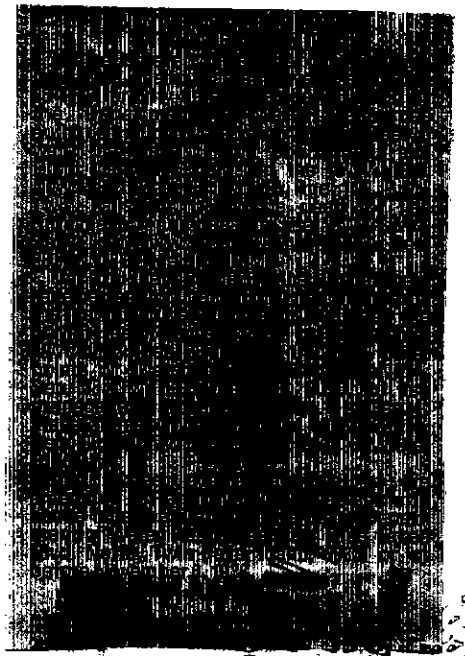

T.8S. R 14E. B.M. Ida.
21 22
28 27
Property Line
Point of Diversion
Bear Canyon
Blind Canyon
Point of Diversion
LOT 2
LOT 5
28
Lot 5
SEP 1 1969
BOX CANYON
LAND
IDAHO POWER CO.
BOISE, IDAHO
SCALE
DATE 9 9 69
DR. B.C.S. 7091A-32566

Cold Springs Inc
% George Lemmon
Rt 1 Box 218
Hagerman, ID 83332

Brent Mattaus (Atty for Cold Springs)
P.O. Box 589
Buhl ID 83316

Box Canyon Thout Co.
Earl M. Hardy
1301 Vista Ave
Boise, ID 83705

William F. Ringert (Atty for Hardy)
599 W. Bannock
P.O. Box 2773
Boise, ID 83701



Affidavit of Publication

№ 7723

STATE OF IDAHO,
COUNTY OF TWIN FALLS } ss.

I, Nola L. Laughlin being first duly sworn upon oath, depose and say that I am Press Clerk of the TIMES-NEWS, published daily, at Twin Falls, Idaho, and do solemnly swear that a copy of the notice of advertisement, as per clipping attached, was published in the regular and entire issue of said newspaper, and not in any supplement thereof, for two consecutive Thursdays, commencing with the issue dated October 19, 1978, and ending with the issue dated October 26, 1978.

And I do further certify that said newspaper is a consolidation, effective February 16, 1942, of the Idaho Evening Times, published theretofore daily except Sunday, and the Twin Falls News, published theretofore daily except Monday, both of which newspapers prior to consolidation had been published under said names in said city and county continuously and uninterruptedly during a period of more than twelve consecutive months, and said TIMES-NEWS, since such consolidation, has been published as a daily newspaper except Saturday, until July 31, 1978, at which time said newspaper began daily publication under said name in said city and county continuously and uninterruptedly.

And I further certify that pursuant to Section 60-108 Idaho Code, Thursday of each week has been designated as the day on which legal notice by law or by order of any court of competent jurisdiction within the state of Idaho, to be published weekly, will be published; and that at the head of the editorial column of said combined newspapers, and in each issue thereof, Thursday is announced as the day on which said legal notices will be published.

Nola L. Laughlin

Subscribed and sworn to before me on this 26th day of October, 1978.

Evangeline Jennings

Notary Public in and for the County of Twin Falls, State of Idaho, residing at Twin Falls, Idaho

RECEIVED
Nov 30 1978
Idaho State Tax Commission

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION

RECEIVED
APR 30 1975
Department of Water Resources

APPLICATION FOR EXTENSION OF TIME

State of Idaho)
County of Gooding)

Permit No. 36-7066

Cold Springs Inc. of % Geo. H. Lemmon
(name) (address) Hagerman 8337

State of Idaho, being first duly sworn, upon his oath deposes and says:

That he is the holder, or the duly authorized agent of the holder *, of Permit to Appropriate the Public Waters of the State of Idaho No. 36-7066.

That under the terms and conditions of said permit, work thereunder was required to be completed on or before April 15, 19 75.

That he has heretofore performed the following work described under said permit:
no Construction on Box canyon Blind Canyon Completed.

Costing $ 70,000

That he is unable to complete the remainder of the work within the required time for the following reasons, to-wit: Lack of right-of-Way prevents construction of Canal on B.L.M. lands.

Wherefore, he asks that the Department of Water Administration extend the time for the completion of obligations under said permit to April 15, 19 80.

Geo. H. Lemmon president
(signature) *

Subscribed and sworn before me this 30 day of April, 19 75.

Robert E Haynes
(notary public)

seal

My commission expires 11-20-78

ACTION OF THE DEPARTMENT OF WATER ADMINISTRATION
Operations Division

I, A. KENNETH DUNN, Administrator, Director of the Idaho Department of Water Administration, State of Idaho, hereby approve the above application for extension of time for Permit No. 36-7066 to April 1, 1980.

Witness my hand this 5th day of June, 19 75.

A. Kenneth Dunn
Director

Administrator - Operations Division

* IF OTHER THAN HOLDER, Power of Attorney must be supplied. Forms are available through the Department of Water Administration, Statehouse - Annex 2, Boise, Idaho, 83707.

MICROFILMED

State of Idaho

Department of Water Administration

ASSIGNMENT OF PERMIT

I, Aquaculture Industries, Inc., hereby assign to Cold Springs, Inc.

of P.O. Box 326 Hagerman, Idaho 83332,
Address

CHECK ONE

[x] All my right, title, and interest, in and to Permit No. 36-7066 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 17th day of April, 19 73

Permit Holder

Frederick L. Gettelman, Secretary
Aquaculture Industries, Inc.

Spouse of Permit Holder

State of Idaho)
County of Gooding) ss.

On this 19th day of April, 19 73, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.

Notary Public residing at Hagerman
Idaho

My commission expires: 3-3-75

36 7066

See Part 1 of 2
for earlier documents

State of Idaho
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 - (208) 334-7900

CECIL D. ANDRUS
GOVENOR
R. KEITH HIGGINSON
DIRECTOR

December 7, 1988

RE: Permit No. 36-7066

Blind Canyon Aqua Ranch Inc.
Box 219
Hagerman, ID 83332

Gentlemen:

Enclosed herewith is a copy of the Water Right License issued on the above referenced permit along with a copy of the approved application for amendment.

If you have any questions concerning these documents, please feel free to contact our office.

Sincerely,

JIM JOHNSON
Water Rights Supervisor

JJ:sc

Enclosures

RECEIVED
DEC 12 1988

MEMORANDUM

TO: FILE

FROM: JIM JOHNSON

RE: DETERMINATION OF ANNUAL VOLUME

DATE: 03-01-88

The purpose of this memo is further document the processing of this right for licensing particularly the determination of the annual volume.

During the license review a question was raised as to the what extent the creek (Blind Canyon) water was used with the spring water diverted under this right.

Through telephonic converstations with George Lemmon and Terry Bleau I was able to determine this information.

Alan Robertson also provided documents of water measurements of both the spring flow and the Irrigation ditch flow which is tributary to the creek.

ADDITIONAL INFORMATION ON USE OF CREEK WATER

The use of creek water to supplement the spring flows provides three major benefits:

1. The creek water is high in suspended solids which causes the water to appear merky. This merky water provides a sun screen for the fish and prevents sun burn or skin disease.

2. The suspended solids also has a scouring affect on the raceways and ponds which inhibits algae growth.

3. The creek varies in temperature during the year. In the spring the water is colder than the spring water and late in the summer the water is warmer than the spring water. By requlating the creek diversion rapid changes can be made to

MICROFILMED
DEC 12 1988

the water temperature which causes a shocking affect on the fish. This shocking affect is used to control some type of fish diseases.

The use of the creek water is limited to seasonal use since the primary source of the water is from irrigation return flows and wastewater. Mr. Lemmon stated that at times the creek flow is almost non existant.

The spring and irrigation ditch flow information provided by Alan showed relative magnitude of both sources.

The following calulations are based upon the premise that creek flows are available during the irrigation season and are sufficiant to supply the 8.62 cfs right. During the non irrigation season the creek flows are not avaiable and the only water supply to the facility is from the springs.

Volume during irrigation season:	9048.3 ac ft
Volume during non-irrigation season:	2380.2
Total:	11428.5 ac ft

CALCULATIONS

Irrigation season diversion:

Rate of flow into the facility: 10.0 + 8.62	= 18.62 cfs
Facility volume:	86,170 cu ft
Change/hour: 18.62 cfs(3600sec)/86170 cf	= 0.778 chg/hr
Volume: 18.62(1.9835)(245)	= 9048.3 ac ft

Non irrigation season diversion:

Rate of flow into the facility:	= 10.0 cfs
Facility volume:	86,170 cu ft
Change/hour: 10.0 cfs(3600sec)/86170 cf	= 0.418 chg/hr

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Volume: 10.0(1.9835)(120) = 2380.2 ac ft

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February 8, 1988

BLIND CANYON AQUA RANCH INC.
P.O. BOX 219
HAGERMAN, ID 83332

RE: Permit No. 36-7066

Dear Permit Holder(s):

The above referenced water right is in the process of being licensed. However, before a license can be issued, your permit must be amended to correspond with the findings of the Department's field examiner.

The enclosed application for amendment contains information that will be included on the license when it is issued. Please review carefully and if you concur, sign the amendment and return with the $20.00 filing fee within 30 days.

If you do not concur with these findings or if you have any questions, please contact us within the 30-day period.

Sincerely,

JIM JOHNSON
Water Rights Supervisor

JJ:sc

Enclosure

Jim Johnson —
As we discussed, the file needs to be documented to justify basing volume on year around diversion @ 18.72 cfs. If 18.72 is not diverted at some instant for production purposes we may need to limit the combined diversion rate, too.
Lacy

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DEC 23 1987
Department of Water Resources

Form 219
6/86

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

BENEFICIAL USE FIELD REPORT

A. GENERAL INFORMATION

Permit No. 36-7066

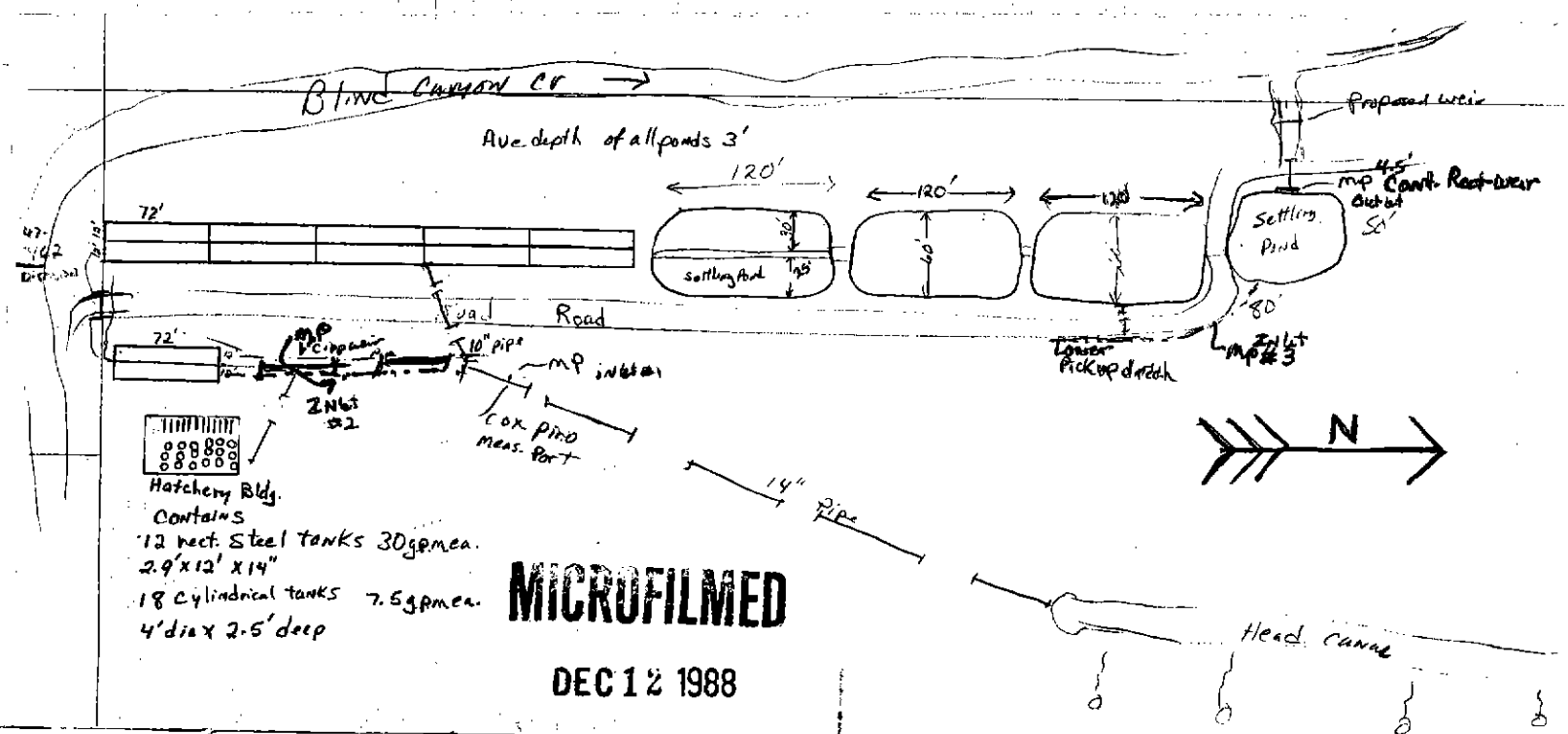
1. Owner: Blind Canyon Aqua Ranch INC. Phone No. 837-4806 or 41448
   Current Address: Box 219, Hagerman, ID 83332
2. Accompanied by: George Lemmon EXAM. DATE: 10/9/87
   Address: Hagerman, ID Phone No. 837-4806
   Relationship to Permit Holder: Principle Owner
3. Source: Springs tributary to Blind Canyon Creek

B. OVERLAP REVIEW

1. Other water rights with same place of use: 36-7162
   ☑ Copies Attached
2. Other water rights with same point of diversion: 36-7162
   ☑ Copies Attached ☑ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

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



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

System Description (continued)

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

Earth & Rock head canal picks up most of the water from springs and delivers it to a 14" pipeline approx 1000' in length. This pipeline delivers water to 3-10" pipelines which deliver water to Hatchery Bldg. and raceways. Water which is not captured by head canal is picked up by smaller ditch and delivered to lower ponds. Location of discharge into Blind Canyon Creek is SWNE Section 28 See Aerial Photo

☐ See Remarks on page 4 for continuation

4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size

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

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

Ident. No.	Gov't. Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Method of Determination/Remarks
		SE	SW	NE	28	8S.	14E.	Gooding	ASCS Photo
	5	NE	NW	SE	28	8S	14E.	Gooding	" "
	5	SE	NW	SE	28	8S	14E.	Gooding	" "

6. **Place(s) of Use:** F = Fish Production Indicate Method of Determination

Twp.	Rge.	Sec.	NE¼				NW¼				SW¼				SE¼				Totals
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
8S	14E	28														F5			

Do not use this space

Do not use this space

D. FLOW MEASUREMENTS

☐ Additional Data Sheets Attached

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date
Pitot tube		Cox Piro				
Weir	Cippoletti				1'	

2. **Measurements:**

Inlet #1 Pitot tube meas V=9.8 fps Outside Circumference = 3.69' = 44.28" Thickness 1/8"

Inlet #2 H over 1' Cippoletti Weir = 0.21'

Inlet #3 H over 1' " Weir = 0.29'

Outlet H over 4.5' Rectangular Contracted Weir = 0.82'

This weir is a measurement over the center set of flash boards with one removed There is some leakage

E. FLOW CALCULATIONS

☐ Additional Computation Sheets Attached

$A = .7854 d^2$ $d = \frac{44.28}{\pi} - .25" =$

1. Measured Method: Inlet #1 Pitot Tube $Q = A \times V = 9.8 ft/sec \times 1.045 ft^2 = 10.24 cfs$ $A = .7854 (13.84)^2$ $d = 13.84"$

Inlet #2 1' Cippoletti weir H = .21' Q = 0.324 cfs

Inlet #3 1' " " H = .29' Q = 0.529 cfs

$A = 150.44 in^2 \div 144 in^2/ft^2 = 1.045 ft^2$

Total inlet = 10.65 Allow 10.00 FH Ammonia See 12-14-87 memo

2. Alternate Method for Checking Purposes:

Outlet $Q = 3.33 (L - 0.2H) H^{3/2} = 3.33 (4.5 - 0.2(.82) .82^{3/2} = 10.72$ cfs

F. PUMP EFFICIENCY DATA (Optional)

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

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

Water HP: (3) x (4) ÷ 8.8 = _____ (5)

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

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

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

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

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$V_{I.R.}$ = (Acres Irrigated) x (Irrigation Requirement) = _____

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

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

2. Volume Calculations for Other Uses:

12 Concrete @ 12' x 72' x 3' = 31,104 ft.^{3}

2 earth ponds @ 60' x 120' x 3' = 43,200 ft.^{3}

1 earth pond @ 30' x 120' x 3' = 10,800 ft.^{3}

Hatchery 12 Steel tanks 2.9' x 12' x 1.2' = [illegible]

18 Round tanks 4' dia x 2.5' = .7854 x 16 x 2.5 x 18 = 565.49 ft.^{3}

Total rearing pond vol. = 86,770 ft.^{3}

Settling ponds 1 @ 25' x 120' x 3' = 9000 ft.^{3}

1 @ 50' x 80' x 2' = 12,000 ft.^{3}

H. REMARKS AND OVERLAP REVIEW ANALYSIS

This is the first year this facility is being used to raise Coho Salmon. Est Max Production is 17,000 lbs/ann.

The place of use of this permit is the same as 36-7162 however The hatchery Bldg and the concrete ponds are new. The lower 5 sets of concrete raceways are located where earth ponds were previously located.

The only water currently being used in this facility or any other facility in Blind Canyon is from Blind Canyon Springs
The next to lowest Earth pond has 4 experimental floating net ponds, They are only temporary.
There is some inflow to lower settling pond that cannot be measured.
Inlet # 3 was not being beneficially used at time of Exam but has been piped into the last Rearing pond in the past

I. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use From	To	Rate of Diversion Q (cfs)	[redacted] Volume V ([redacted] ft³)
Fish Production	1/1	12/31	10.00	86,170 ft³
		Totals:	10.00	86,170 ft³

2. Recommended Amendments

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

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

J. AUTHENTICATION

Field Examiner's Name: Terry Blau

Signature: Terry Blau

Certification Date: 5/15/87

Field Report Preparation Date: 11/24/87

PROFESSIONAL COAL ENGINEER & LAND SURVEYOR
CONSULTANT SEAL
EN. ROLLINS

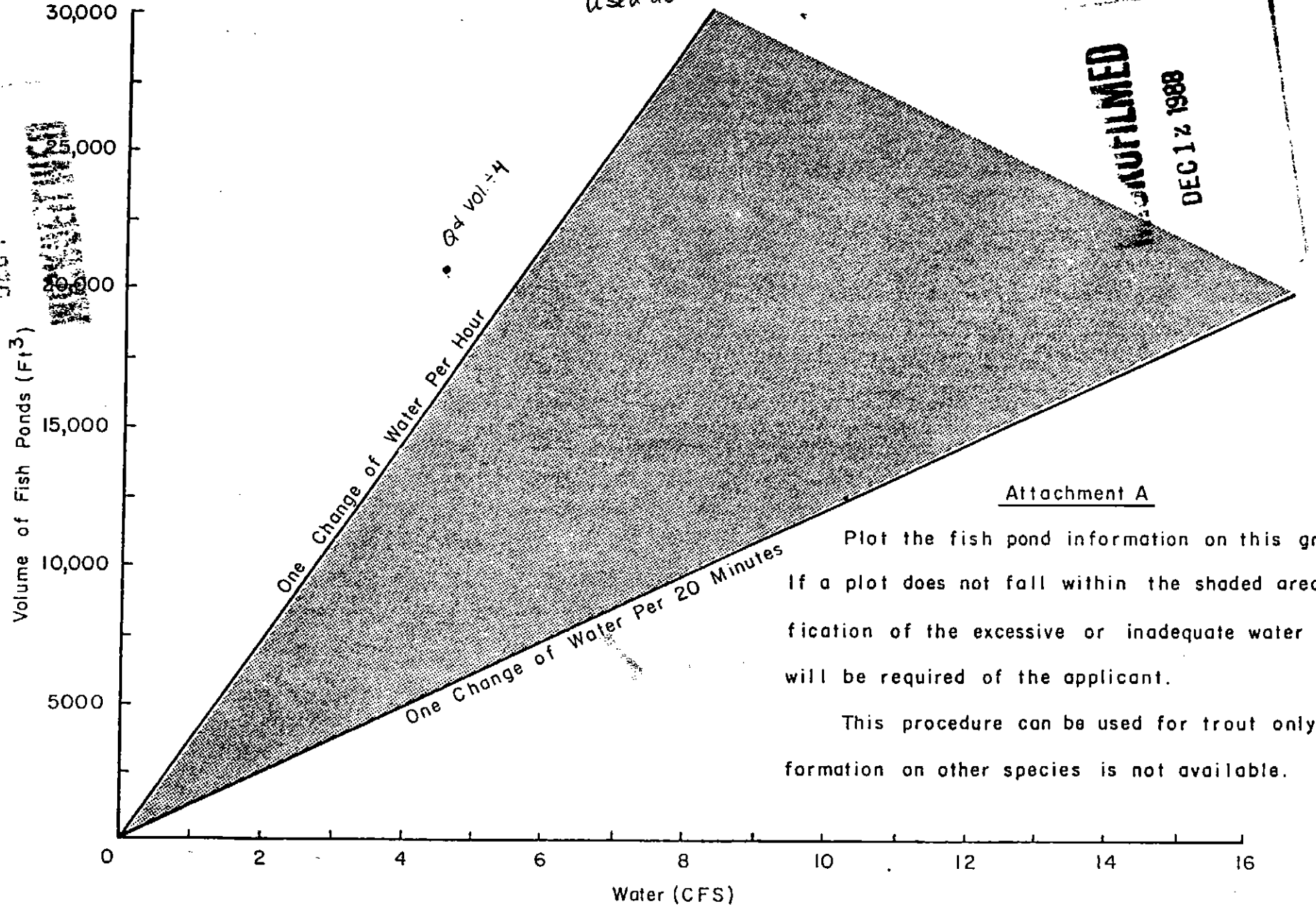
K. Licensing recommendation shall be prepared by an Idaho Department of Water Resources employee on a computer printout attached hereto.

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Rt# 36-7066 - 10.00
Rt# 36-7162 8.62
18.62 ÷ 4 = 4.65

Total vol. = 86,170 ÷ 4 = 21,542

Water from 36-7162 was not being diverted at time of exam, could still be used in all but uppermost raceways. Mr Lemmon said it could and has been used as a shock treatment for a common fish disease.



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Attachment A

Plot the fish pond information on this graph. If a plot does not fall within the shaded area, ju fication of the excessive or inadequate water sup will be required of the applicant.

This procedure can be used for trout only. formation on other species is not available.

Water Requirements For Trout Rea g Facilities Based On Total Volume Of P ds

15-Jan-1988

Point of Diversion Overlaps

POINT OF DIVERSION: Township 08S Range 14E Section 28 Tract SWNE

WR-NUMBER:	CURRENT OWNER:	PRIORITY DATE:	STAGE:
36-7040	CLEAR SPRINGS TROUT CO.	4-Sep-1968	LICENSE

COUNTY: GOODING
SOURCE: BOX CANYON CREEK TRIBUTARY: SNAKE RIVER

different source; no overlap

WATER USE:	DIVERSION-RATE:		DIVERSION-VOLUME:	
IRRIGATION	0.200	CFS	40.00	AF
RECREATION	300.000	CFS	0.00	AF
FISH PROPAGATION	300.000	CFS	0.00	AF
TOTAL RATE:	300.000	CFS	TOTAL VOLUME: 0.00	AF

POINT OF DIVERSION: T08S R14E S28 SWNE

POINT OF DIVERSION: Township 08S Range 14E Section 28 Tract NWSE

WR-NUMBER:	CURRENT OWNER:	PRIORITY DATE:	STAGE:
36-7066	BLIND CANYON AQUA RANCH INC.	5-Jan-1970	PERMIT

This right

COUNTY: GOODING
SOURCE: BOX CANYON CREEK TRIBUTARY: SNAKE RIVER
BLIND CANYON SPRING SNAKE RIVER

WATER USE:	DIVERSION-RATE:		DIVERSION-VOLUME:	
FISH PROPAGATION	400.000	CFS	0.00	AF
TOTAL RATE:	400.000	CFS	TOTAL VOLUME: 0.00	AF

REMARKS: REINSTATED 12-07-1983.

POINT OF DIVERSION: T08S R14E S28 NWNE
T08S R14E S28 NWSE

POINT OF DIVERSION: Township 08S Range 14E Section 28 Tract SWNE

WR-NUMBER:	CURRENT OWNER:	PRIORITY DATE:	STAGE:
36-7091	EARL M. HARDY	27-Oct-1969	PERMIT

COUNTY: GOODING
SOURCE: BOX CANYON SPRING TRIBUTARY: SNAKE RIVER

different source; no overlap

WATER USE:	DIVERSION-RATE:		DIVERSION-VOLUME:	
FISH PROPAGATION	300.000	CFS	0.00	AF
TOTAL RATE:	300.000	CFS	TOTAL VOLUME: 0.00	AF

POINT OF DIVERSION: T08S R14E S28 NWNE
T08S R14E S28 SENE
T08S R14E S28 SWNE

POINT OF DIVERSION: Township 08S Range 14E Section 28 Tract NWSE

WR-NUMBER:	CURRENT OWNER:	PRIORITY DATE:	STAGE:
36-7162	GEORGE LEMMON	4-Mar-1971	LICENSE

COUNTY: GOODING
SOURCE: BLIND CANYON CREEK TRIBUTARY: SNAKE RIVER

different source; no overlap

WATER USE:	DIVERSION-RATE:		DIVERSION-VOLUME:	
FISH PROPAGATION	8.620	CFS	0.00	AF
TOTAL RATE:	8.620	CFS	TOTAL VOLUME: 0.00	AF

POINT OF DIVERSION: T08S R14E S28 NWSE

POINT OF DIVERSION: Township 08S Range 14E Section 28 Tract SWNE

WR-NUMBER:	CURRENT OWNER:	PRIORITY DATE:	STAGE:

36-7334 BOX CANYON TROUT CO. INC. 30-Apr-1973 PERMIT
EARL M. HARDY

different source; no overlap →

COUNTY: GOODING
SOURCE: BOX CANYON SPRINGS TRIBUTARY: SNAKE RIVER

WATER USE:	DIVERSION-RATE:		DIVERSION-VOLUME:	
FISH PROPAGATION	600.000	CFS	0.00	AF
TOTAL RATE:	600.000	CFS	TOTAL VOLUME: 0.00	AF

REMARKS: 2 P/D IN SENW, LOT 2, S28, T8S, R14E.

POINT OF DIVERSION:

T08S	R14E	S28	SENE
T08S	R14E	S28	NWNE
T08S	R14E	S28	SWNE
T08S	R14E	S28	SENW LT02

POINT OF DIVERSION: Township 08S Range 14E Section 28 Tract SWNE

WR-NUMBER: 36-7797 CURRENT OWNER: CLEAR SPRINGS TROUT CO. PRIORITY DATE: 23-Jun-1978 STAGE: PERMIT

different source; no overlap →

COUNTY: GOODING
SOURCE: BOX CANYON CREEK TRIBUTARY: SNAKE RIVER

WATER USE:	DIVERSION-RATE:		DIVERSION-VOLUME:	
FISH PROPAGATION	300.000	CFS	0.00	AF
TOTAL RATE:	300.000	CFS	TOTAL VOLUME: 0.00	AF

REMARKS: PTS. OF REDIVERSION IN LOTS 3 & 4, S28, T8S, R14E, T.F. CNTY.S CN
DIVERSION RATE NOT TO EXCEED 300 CFS. FOR H.

POINT OF DIVERSION:

T08S	R14E	S28	SWNE
T08S	R14E	S28	SENE

POINT OF DIVERSION: Township 08S Range 14E Section 28 Tract SWNE

WR-NUMBER: 36-7824 CURRENT OWNER: MANTECH INC. PRIORITY DATE: 13-Sep-1978 STAGE: PERMIT

different source; no overlap →

COUNTY: GOODING
SOURCE: BOX CANYON SPRING TRIBUTARY: SNAKE RIVER

WATER USE:	DIVERSION-RATE:		DIVERSION-VOLUME:	
POWER	300.000	CFS	0.00	AF
TOTAL RATE:	300.000	CFS	TOTAL VOLUME: 0.00	AF

REMARKS: NOT TO EXCEED 300. CFS.
P/D IN LOTS 3 & 4 S28, T8S, R14E.

POINT OF DIVERSION:

T08S	R14E	S28	SWNE
T08S	R14E	S28	SENE

---

no p/d overlaps.

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHTS PROOF READING REPORT

01 Water Right Number - 36-8337 02 Old (D) Number - Adj. Flag Translation: STANDARD WATER RIGHT NUMBER

LAST NAME
03001 - STATE OF IDAHO

FIRST NAME
04001 -

ORIG. OWNER
05001 - C

06 Add Line 1 - IDAHO WATER RESOURCE BOARD

07 Add Line 2 - STATEHOUSE

08 Add Line 3 -

09 City - BOISE 10 State - ID 11 ZIP - 837200000

12 Stage - A APPLICATION

13 Status -

SOURCE
14001 - BOX CANYON CREEK

TRIBUTARY OF
15001 - SNAKE RIVER

16 Diversion Means -

17 County - 47 GOODING

18 Diversion Capacity - .000 19 Total Diversion Rate - 162.000 20 Total Diversion Volume - .00

21 Water District -

DIVERSION POINTS

Tract	Sec	Twn	Rng	Lot	Rflg	STREAM INDEX FIELDS									
22001 -	23001 - 28	24001 - 08S	25001 - 14E	26001 - 01	27001 - 28001 - 0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	0	0.0
22002 -	23002 - 28	24002 - 08S	25002 - 14E	26002 - 02	27002 - 28002 - 0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	0	0.0

NO OVERLAP

29 Non-Irrigation Use -

PLACE OF USE

Use Code / Use	Twn	Rng	Sec	Tract	Acres	Lot
30001 -	31001 -	32001 -	33001 -	34001 -	35001 -	36001 -

Total Acres: 0

WATER USE

Period From	Period To	Use Code / Use		Diversion Rate		Diversion Volume
37001 - 0101	38001 - 1231	39001 - 34	MINIMUM INSTREAM FLOW	40001 -	75.000	41001 - 0.00
37002 - 0101	38002 - 1231	39002 - 34	MINIMUM INSTREAM FLOW	40002 -	87.000	41002 - 0.00
37003 - 0101	38003 - 1231	39003 - 34	MINIMUM INSTREAM FLOW	40003 -	162.000	41003 - 0.00

42 Decree Plaintiff Name -

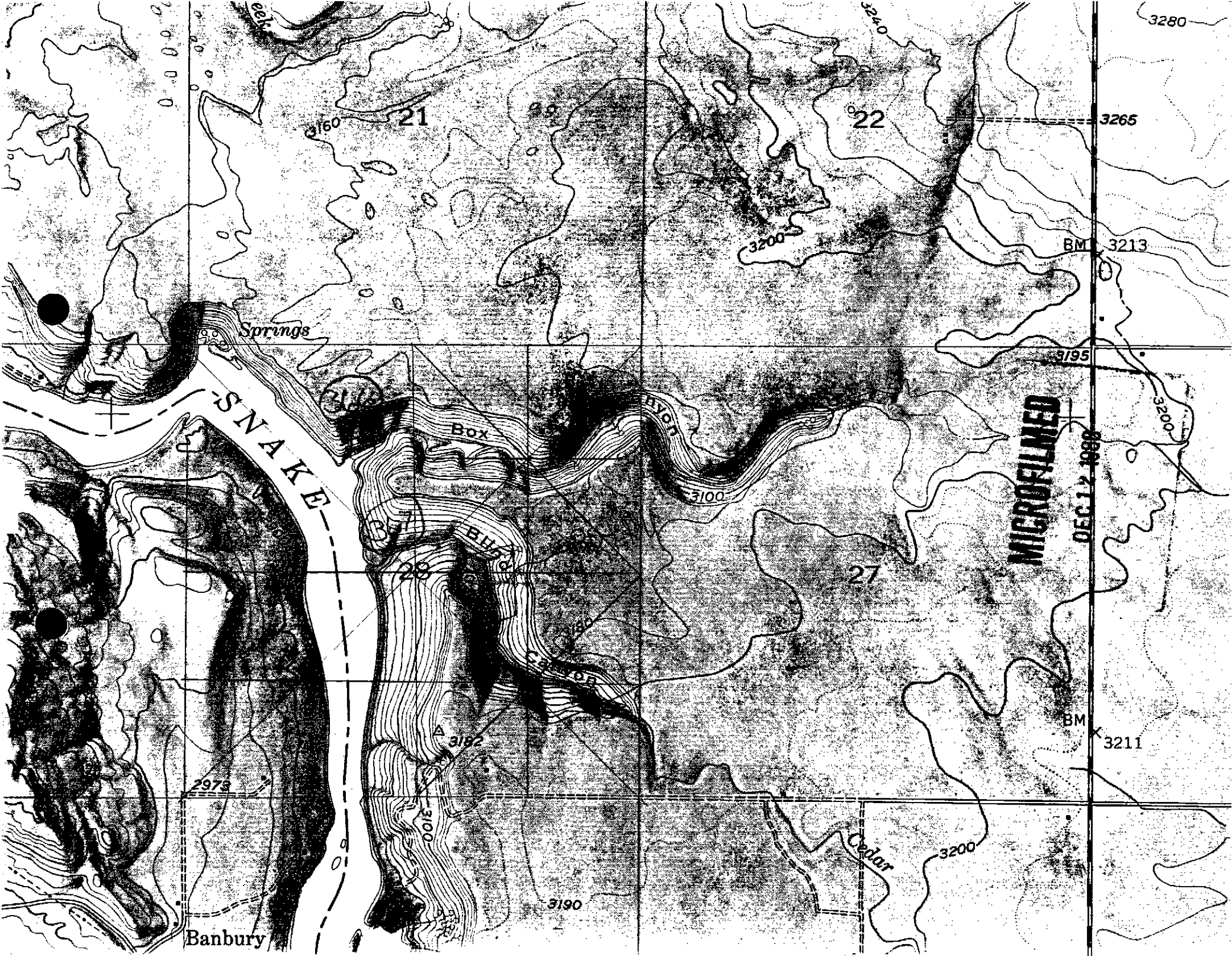
43 Decree Defendant Name -

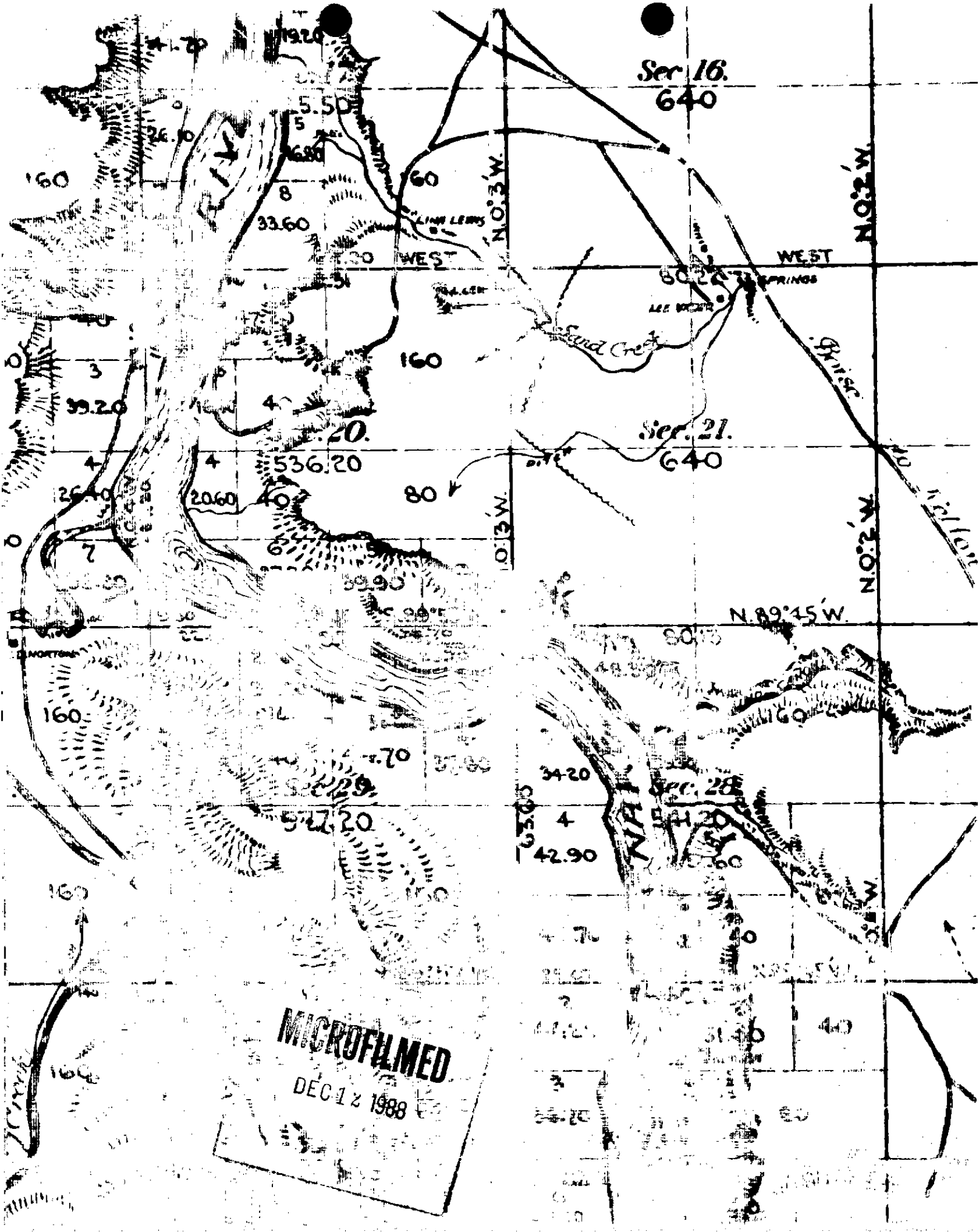
REMARKS
44001 - MSF REACH = BOX CANYON CREEK WITHIN LOTS 1 & 2, EXCEPTING
44002 - 300 FT AT UPSTREAM END OF LOT 1
44003 - 75 CFS AT REACH BEGINNING
44004 - 162 CFS AT REACH END
44005 - 87 CFS INFLOW TO REACH

Approval Conditions: 45001 -

46 Other Rights for Same Use -

DATES			DATES			FLAGS		
47	Priority	- 16-Oct-1987	55	License	-	63	Transfer/Amended	-
48	Proof Due	-	56	Appl Received	-	64	DLE/Carey Act	-
49	Proof Made	-	57	Field Exam Made	-	65	Flag 1	-
50	Approve/Denied	-	58	Decree	-	66	Flag 2	-
51	Protested	-	59	Start Work	-	67	Flag 3	-
52	Hearing	-	60	Order Show Cause	-			
53	Verified	-	61	Date 1	-			
54	Last Update	- 29-Oct-1987	62	Date 2	-			

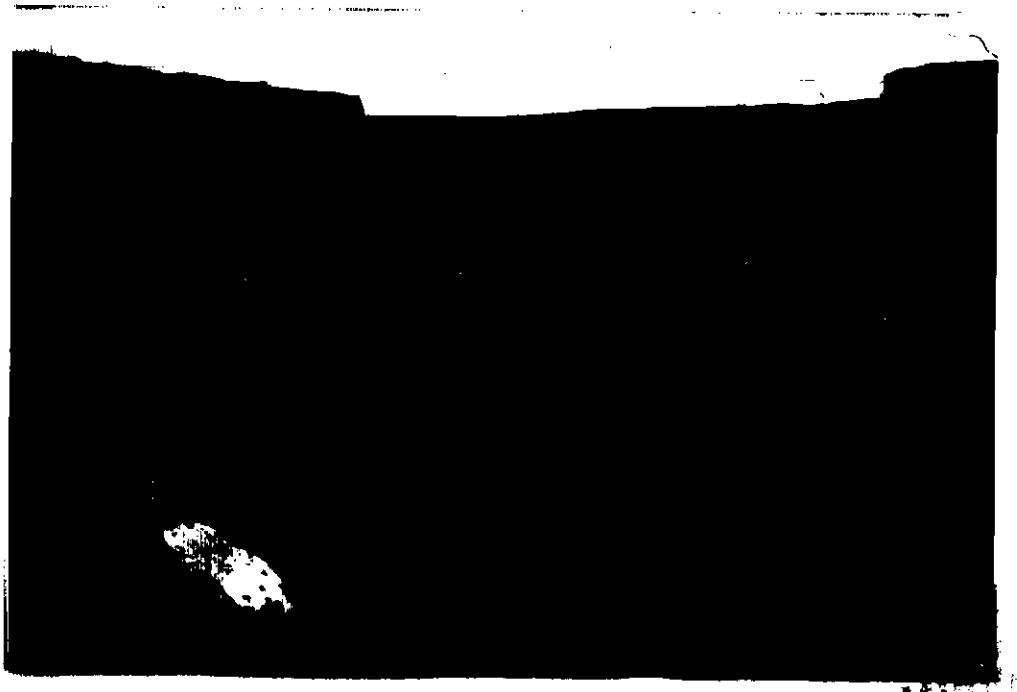

3280
3240
3160
21
22
3265
3200
BM 3213
Springs
3195
3200
SNAKE
Box
Canyon
3100
MICROFILMED
DEC 12 1988
28
27
Bull
180
Canyon
BM
3211
3192
2973
3100
3190
Cedar
3200
Banbury


Sec. 16.
640
Sec. 21.
640
Sec. 28
N.0°3'W.
N.0°3'W.
N.0°3'W.
N.0°2'W.
N.89°45'W.
WEST
WEST
Squid Creek
Bruce
LEE SPRINGS
LEE WICHER
LINN LEWIS
5.50
33.60
39.20
536.20
20.60
42.90
34.20
160
80
60
40
MICROFILMED
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28 27
Point of Discharge
Artificial Version
D373
(-34d)
T-1176
D366
(7.5d)
T-1022
A
4.2
B
8.0
C
2.2
D
3.9
H
4.8
4
MICROFILMED
DEC. 1988



BLIND CANYON Aqua RANCH From RIM 36-7066 10-87-TB
LOOKING N E

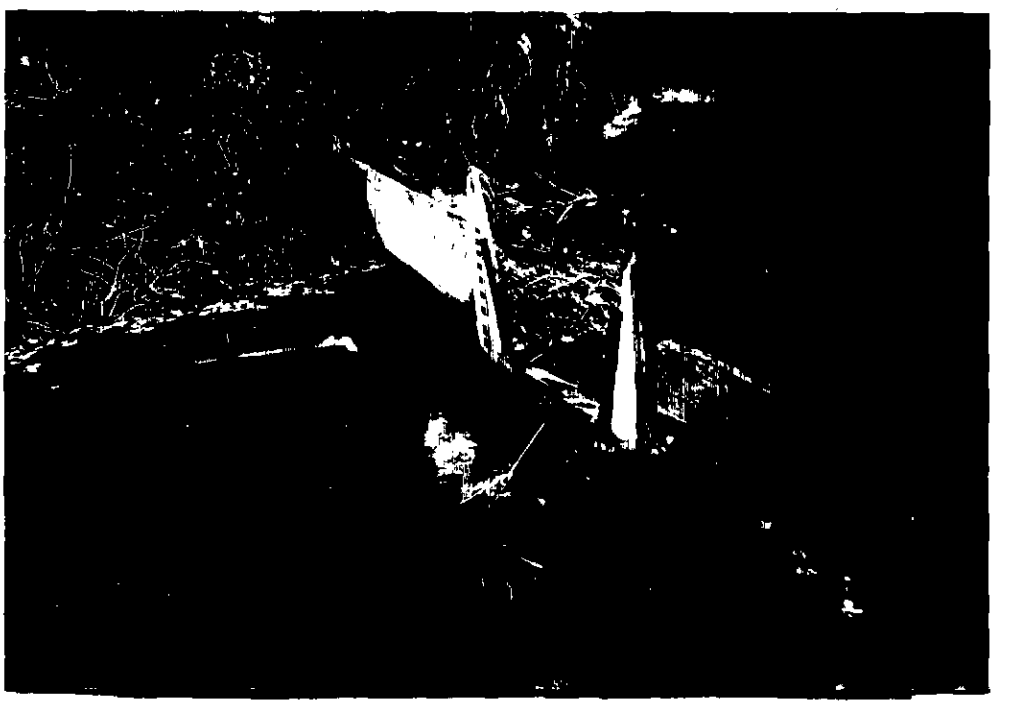


36-7066 LOOKING S E 10-87-TB

MED
DEC 12 1988



36-7066 Measurement with Lemmons Cox-Pitro velocity meter in 14" Pipeline from head ditch to P/U 10-87-TB
9.8 fps



36-7066 1' Cipolletti weir in pick-up ditch adjacent to 14" pipeline. 10-87 TB H = 0.21'

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36-7066 measurement at outlet of lowest settling pond
Subsequent measurement had boards in outer 2 slots with
all of the water going Through center slot. 46' wide 0.83' H



36-7066 rearing tanks in Hatchery Building 10-82-TB

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State of Idaho

Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 36-7162 Priority March 4, 1971 Amount 8.62 cfs

THIS IS TO CERTIFY, that George Lemmon

of Hagerman, Idaho, has complied with the terms and conditions of Permit No. 36-7162 issued pursuant to Application for Permit dated March 4, 1971, and has submitted proof to the Department of Water Resources on October 25, 1977, 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 8.62 cfs of water from Blind Canyon, 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 Propogation	from January 1	to December 31	at	8.62	cfs and	N/A
	from	to	at		cfs and	
	from	to	at		cfs and	

(both dates inclusive)

Subject, however, to the condition that no more than 8.62 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 NW¼SE¼ Sec. 28, Twp. 8S, Rge. 14E, B.M., in the County of Gooding

Description and location of place of use:

Twp.	Range	Sec.	NE¼				NW¼				SW¼				SE¼				Totals
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
8S	14E	28														X			

Total number of acres irrigated

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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

Laws of Idaho.

DATE OF EXAM 5-16-28

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 Production Q= 8.62 CFS. from JAN 1 to DEC 31

Is water co-mingled? yes ✓ no ____

Name source: BLIND CANYON W/ BOX CANYON
Twp. 8S N/S, Rge. 14E E/W, B.M., Sec. 28, Sub. NW ¼ SE ¼ Gooding County

Exchange? yes ____ no ✓

Name source exchanged with: _____
Twp. ____ N/S, Rge. ____ E/W, B.M., Sec. ____, Sub. ____ ¼ ____ ¼ ____ County

Point of injection:
Twp. ____ N/S, Rge. ____ E/W, B.M., Sec. ____, Sub. ____ ¼ ____ ¼ ____ County

Point of exchange:
Twp. ____ N/S, Rge. ____ E/W, B.M., Sec. ____, Sub. ____ ¼ ____ ¼ ____ County

Total Q measured 8.62 CFS. Method of measurement CIPOLLETTI WEIR

Total Q recommended 8.62 CFS. Meter No. ✓ Type 5' Condition FAIR

Total V recommended N/A.

Recommended Amendments:

P.D. ONLY POINT OF DIVERSION NWSE SEC. 28 8S 14E
Place of Use ONLY PLACE OF USE IS NWSE Sec. 28 8S 14E
Other _____
None No

MEASUREMENT CALCULATION:
MEASURED OVER 5' STANDARD CIPOLLETTI WEIR, .64 STAFF GAGE READING = 8.62 C.F.S. APPLICANT COULD DIVERT MORE WATER FROM THIS SOURCE, BUT DUE TO HEAD WORKS ONLY 8.62 CFS. WAS BEING DIVERTED.

SYSTEM DESCRIPTION:
CONCRETE DIVERSION WITH A 5' STANDARD CIPOLLETTI WEIR DIVERTS THE WATER TO THE FISH PONDS. THE WATER IS THEN CONVEYED TO A SETTLING POND THEN DISCHARGED INTO THE BLIND Creek (SEE DIAGRAM) All DIRT PONDS, 60'X125' ea.

MICROFILMED
DEC 12 1988

REMARKS:
GREG LEMON WAS PRESENT DURING THE FIELD EXAM. BOX CANYON WATER IS COMINGLED WITH BLIND CANYON WATER AT THE DIVERTING WORKS. THERE IS A WATER RIGHT FOR BOX CANYON USE THERE IS NO DOMESTIC USE.

Examiner's Signature [signature] Date 5-16-28

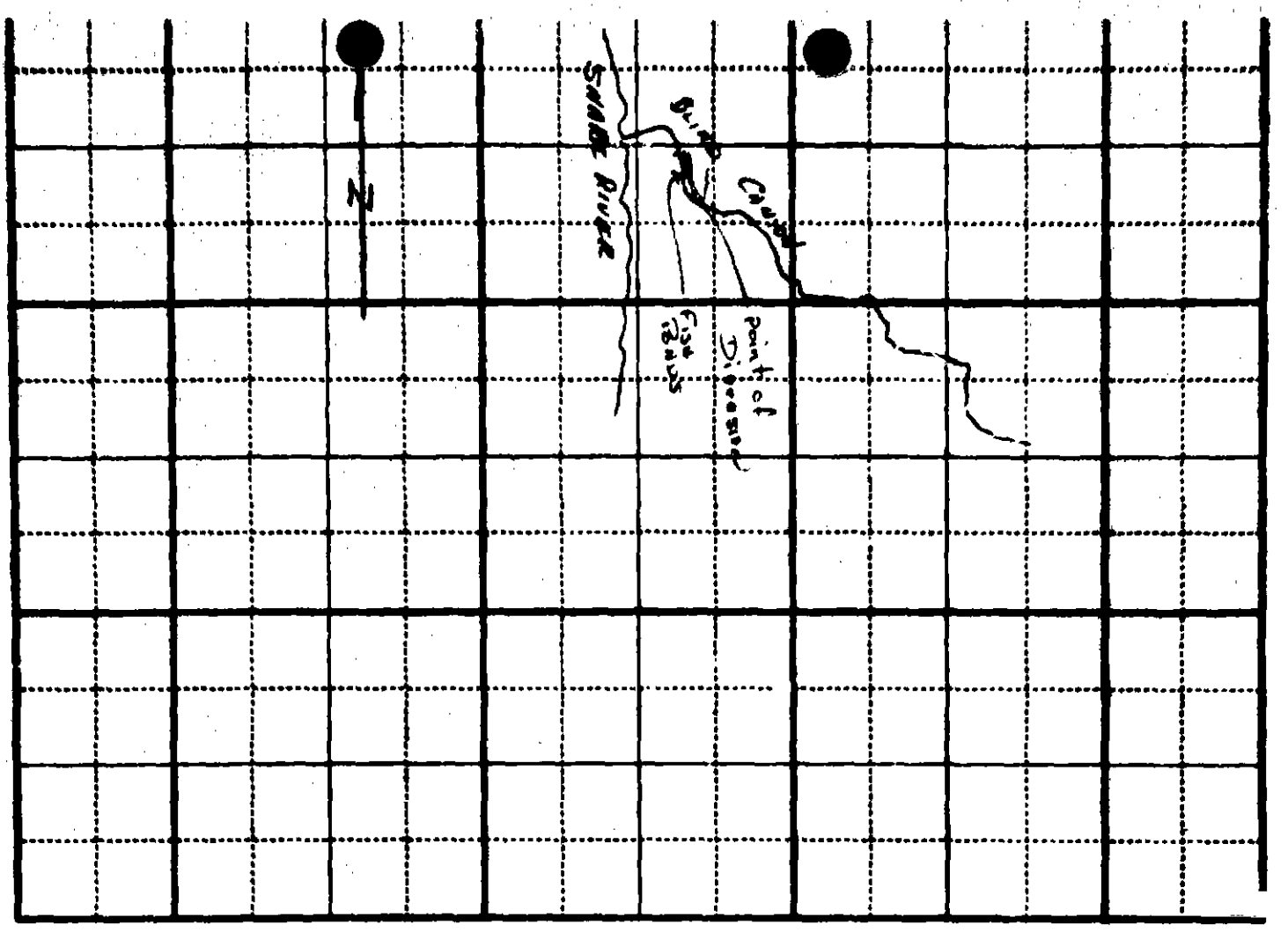
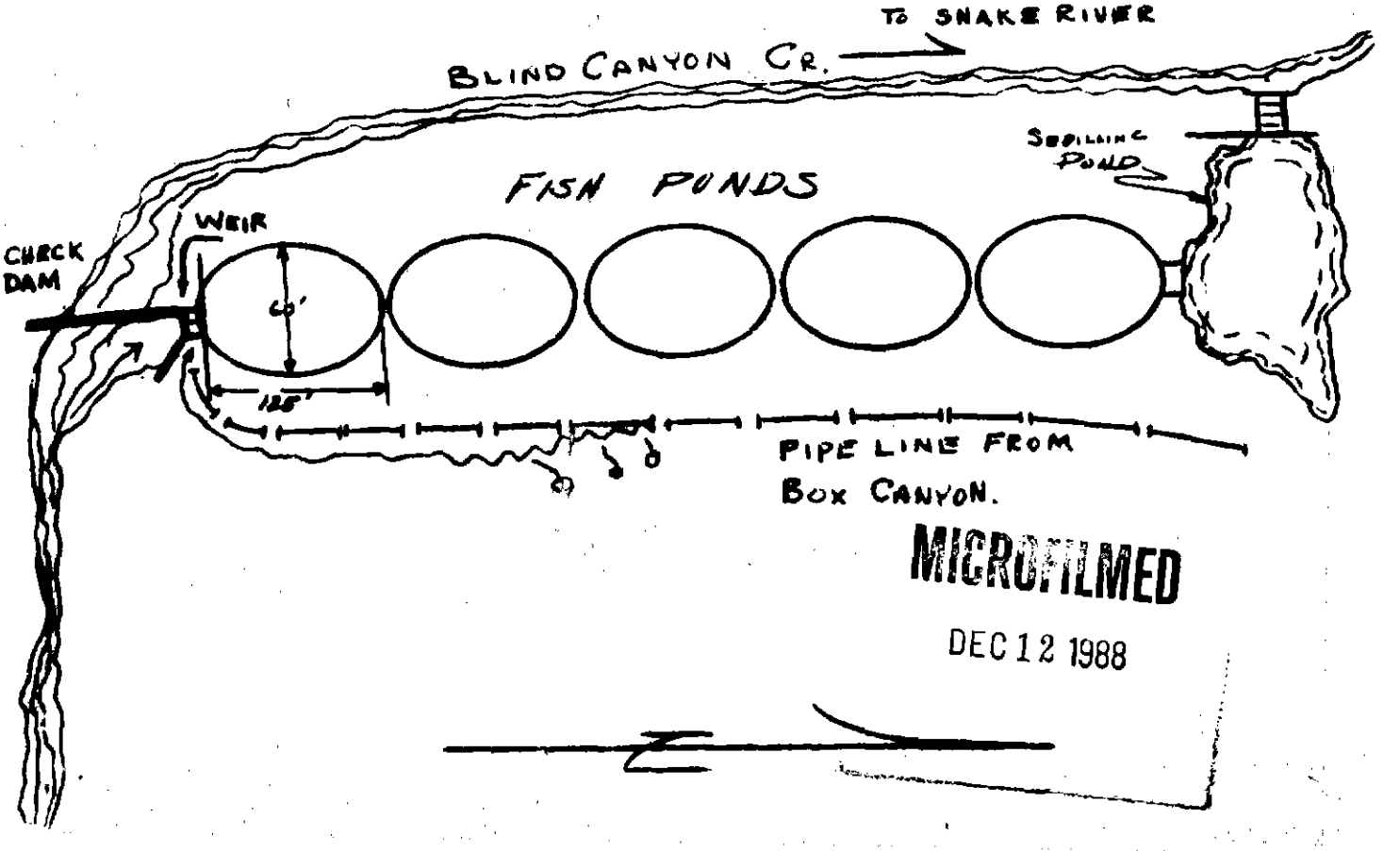


Diagram of System



MICROFILMED
DEC 12 1988

CONVE. .TION MEMORANDUM

Date 12-14-87 File # 36-7066

NAME OF PARTY George Lemmon

EMPLOYEE TERRY BLAU

RE EXCESS EXAM FEE

Notified Mr. Lemmon by phone That the Amt. measured was in excess of the Amt. The exam fee was paid on. Also Advised him of the Advancement of priority which would accompany payment of the excess fee. and Subsequent Water right increase. Mr. Lemmon chose to forgo the additional water in favor of retaining his priority.

NOTE

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DEC 12 1988

15-Jan-1988

P/U overlaps -

PLACE OF USE: Township 08S Range 14E Section 28

WR-NUMBER:	CURRENT OWNER:	PRIORITY DATE:	STAGE:
01-0004	TWIN FALLS CANAL CO.	22-Dec-1915	DECREE

COUNTY: CASSIA
SOURCE: SNAKE RIVER TRIBUTARY: COLUMBIA RIVER

WATER USE:	DIVERSION-RATE:		DIVERSION-VOLUME:	
IRRIGATION	600.000	CFS	0.00	AF
TOTAL RATE:	600.000	CFS	TOTAL VOLUME: 0.00	AF

REMARKS: P/U ALSO INCLUDES LANDS LYING NORTH OF MAIN & HIGHLINE CANALS AND EAST OF LITTLE SALMON RIVER.
AC. IRR. = NOT STATED.

POINT OF DIVERSION: T10S R21E S29 NESE

PLACE OF USE: Township 08S Range 14E Section 28

WR-NUMBER:	CURRENT OWNER:	PRIORITY DATE:	STAGE:
01-0005	NORTH SIDE CANAL CO.	23-Dec-1915	DECREE

COUNTY: JEROME
SOURCE: SNAKE RIVER TRIBUTARY: COLUMBIA RIVER

WATER USE:	DIVERSION-RATE:		DIVERSION-VOLUME:	
IRRIGATION	300.000	CFS	0.00	AF
TOTAL RATE:	300.000	CFS	TOTAL VOLUME: 0.00	AF

REMARKS: AC. IRR. = NOT STATED.

POINT OF DIVERSION: T10S R21E S28 SWNW

PLACE OF USE: Township 08S Range 14E Section 28

WR-NUMBER:	CURRENT OWNER:	PRIORITY DATE:	STAGE:
01-0010	TWIN FALLS CANAL CO.	1-Apr-1939	DECREE

COUNTY: CASSIA
SOURCE: SNAKE RIVER TRIBUTARY: COLUMBIA RIVER

WATER USE:	DIVERSION-RATE:		DIVERSION-VOLUME:	
IRRIGATION	180.000	CFS	0.00	AF
TOTAL RATE:	180.000	CFS	TOTAL VOLUME: 0.00	AF

REMARKS: IRR. AC. NOT STATED.

POINT OF DIVERSION: T10S R21E S29 NESE

PLACE OF USE: Township 08S Range 14E Section 28

WR-NUMBER:	CURRENT OWNER:	PRIORITY DATE:	STAGE:
01-0016	NORTH SIDE CANAL CO.	23-Dec-1915	DECREE

COUNTY: JEROME
SOURCE: SNAKE RIVER TRIBUTARY: COLUMBIA RIVER

WATER USE:	DIVERSION-RATE:		DIVERSION-VOLUME:	
IRRIGATION	1260.000	CFS	0.00	AF
TOTAL RATE:	1260.000	CFS	TOTAL VOLUME: 0.00	AF

REMARKS: AC. IRR. = NOT STATED.
SUPERCEDES LICENSE 01-2036.

POINT OF DIVERSION: T10S R21E S28 SWNW

PLACE OF USE: Township 08S Range 14E Section 28

WR-NUMBER: 01-0209
CURRENT OWNER: TWIN FALLS CANAL CO.
PRIORITY DATE: 11-Oct-1900
STAGE: DECREE

COUNTY: CASSIA
SOURCE: SNAKE RIVER TRIBUTARY: COLUMBIA RIVER

WATER USE:	DIVERSION-RATE:		DIVERSION-VOLUME:	
IRRIGATION	3000.000	CFS	0.00	AF
TOTAL RATE:	3000.000	CFS	TOTAL VOLUME: 0.00	AF

REMARKS: P/D INCOMPLETE.
P/D: TWIN FALLS SOUTH SIDE CANAL.
P/U WITHIN LANDS OF TWIN FALLS CANAL CO.

POINT OF DIVERSION: T10S R21E S29 NESE

PLACE OF USE: Township 08S Range 14E Section 28

WR-NUMBER: 01-0212
CURRENT OWNER: NORTH SIDE CANAL CO.
TWIN FALLS NORTH SIDE LAND & WATER
PRIORITY DATE: 7-Oct-1905
STAGE: DECREE

COUNTY: JEROME
SOURCE: SNAKE RIVER TRIBUTARY: COLUMBIA RIVER

WATER USE:	DIVERSION-RATE:		DIVERSION-VOLUME:	
IRRIGATION	2250.000	CFS	0.00	AF
TOTAL RATE:	2250.000	CFS	TOTAL VOLUME: 0.00	AF

REMARKS: P/D INCOMPLETE FROM USGS MAP.
P/U WITHIN LANDS OF THE NORTH SIDE CANAL CO.
P/U COMPILED FROM DECREE BOUNDARY DESCRIPTION.
DECREE SUPERCEDES PERMIT 1603/01-2006.

POINT OF DIVERSION: T10S R21E S29 SENE

PLACE OF USE: Township 08S Range 14E Section 28

WR-NUMBER: 01-0213
CURRENT OWNER: NORTH SIDE CANAL CO.
TWIN FALLS NORTH SIDE LAND & WATER CO.
PRIORITY DATE: 16-Jun-1908
STAGE: DECREE

COUNTY: JEROME
SOURCE: SNAKE RIVER TRIBUTARY: COLUMBIA RIVER

WATER USE:	DIVERSION-RATE:		DIVERSION-VOLUME:	
IRRIGATION	890.000	CFS	0.00	AF
TOTAL RATE:	890.000	CFS	TOTAL VOLUME: 0.00	AF

REMARKS: P/D INCOMPLETE FROM USGS MAP-NORTH SIDE CANAL.
P/U WITHIN LANDS IN THE NORTH SIDE TWIN FALLS PROJECT.
P/U COMPILED FROM DECREE BOUNDARY DESCRIPTION.
THIS RT. WHEN COMBINED W/01-0210/0212 SHALL NOT EXCEED 3,000 CFS.
DECREE SUPERCEDES PERMIT 3752/01-2015.

POINT OF DIVERSION: T10S R21E S29 SENE

PLACE OF USE: Township 08S Range 14E Section 28

WR-NUMBER: 01-0215
CURRENT OWNER: NORTH SIDE CANAL CO.
TWIN FALLS NORTH SIDE LAND & WATER CO.
PRIORITY DATE: 2-Jun-1909
STAGE: DECREE

COUNTY: JEROME
SOURCE: SNAKE RIVER TRIBUTARY: COLUMBIA RIVER

WATER USE:	DIVERSION-RATE:		DIVERSION-VOLUME:	
IRRIGATION	500.000	CFS	0.00	AF

TOTAL RATE: 500.000 CFS TOTAL VOLUME: 0.00 AF

REMARKS: P/D INCOMPLETE FROM USGS MAP-NORTH SIDE CANAL.
P/U WITHIN LANDS IN THE NORTH SIDE CANAL CO.
P/U COMPILED FROM DECREE BOUNDARY DESCRIPTION.
DECREE SUPERCEDES PERMIT 4489/02-2005.
THIS RT. COMBINED WITH 01-0210, 01-0212, 01-0213 SHALL NOT EXCEED 3,000 CFS.

POINT OF DIVERSION: T10S R21E S29 SENE

PLACE OF USE: Township 08S Range 14E Section 28

WR-NUMBER:	CURRENT OWNER:	PRIORITY DATE:	STAGE:
01-0220	NORTH SIDE CANAL CO. TWIN FALLS NORTH SIDE LAND & WATER CO.	29-Jun-1910	DECREE

COUNTY: JEROME
SOURCE: SNAKE RIVER TRIBUTARY: COLUMBIA RIVER

WATER USE:	DIVERSION-RATE:		DIVERSION-VOLUME:	
IRRIGATION	3000.000	CFS	0.00	AF
TOTAL RATE:	3000.000	CFS	TOTAL VOLUME: 0.00	AF

REMARKS: P/D INCOMPLETE FROM USGS MAP-NORTH SIDE CANAL.
P/U INCOMPLETE LANDS OF NORTH SIDE CANAL CO.
P/U COMPILED FROM DECREE BOUNDARY DESCRIPTION.
DECREE SUPERCEDES PERMIT 6717.
RT. COMBINED WITH 01-0210/0212/0213/0215 NOT TO EXCEED 3,000 CFS.

POINT OF DIVERSION: T10S R21E S29 SENE

PLACE OF USE: Township 08S Range 14E Section 28 Tract NWSE

WR-NUMBER:	CURRENT OWNER:	PRIORITY DATE:	STAGE:
36-7066	BLIND CANYON AQUA RANCH INC.	5-Jan-1970	PERMIT

COUNTY: GOODING
SOURCE: BOX CANYON CREEK TRIBUTARY: SNAKE RIVER
BLIND CANYON SPRING SNAKE RIVER

WATER USE:	DIVERSION-RATE:		DIVERSION-VOLUME:	
FISH PROPAGATION	400.000	CFS	0.00	AF
TOTAL RATE:	400.000	CFS	TOTAL VOLUME: 0.00	AF

REMARKS: REINSTATED 12-07-1983.

POINT OF DIVERSION: T08S R14E S28 NWNE
T08S R14E S28 NWSE

PLACE OF USE: Township 08S Range 14E Section 28 Tract NWSE
PLACE OF USE: Township 08S Range 14E Section 28 Lot 05

WR-NUMBER:	CURRENT OWNER:	PRIORITY DATE:	STAGE:
36-7091	EARL M. HARDY	27-Oct-1969	PERMIT

COUNTY: GOODING
SOURCE: BOX CANYON SPRING TRIBUTARY: SNAKE RIVER

WATER USE:	DIVERSION-RATE:		DIVERSION-VOLUME:	
FISH PROPAGATION	300.000	CFS	0.00	AF
TOTAL RATE:	300.000	CFS	TOTAL VOLUME: 0.00	AF

POINT OF DIVERSION: T08S R14E S28 NWNE
T08S R14E S28 SENE
T08S R14E S28 SWNE

PLACE OF USE: Township 08S Range 14E Section 28 Tract NWSE

WR-NUMBER:	CURRENT OWNER:	PRIORITY DATE:	STAGE:
36-7162	GEORGE LEMMON	4-Mar-1971	LICENSE

P/U overlap per examiner

COUNTY: GOODING
SOURCE: BLIND CANYON CREEK TRIBUTARY: SNAKE RIVER

WATER USE:	DIVERSION-RATE:		DIVERSION-VOLUME:	
FISH PROPAGATION	8.620	CFS	0.00	AF
TOTAL RATE:	8.620	CFS	TOTAL VOLUME: 0.00	AF

POINT OF DIVERSION: T08S R14E S28 NWSE

PLACE OF USE: Township 08S Range 14E Section 28 Lot 05

WR-NUMBER:	CURRENT OWNER:	PRIORITY DATE:	STAGE:
36-8310	BLIND CANYON AQUA RANCH INC.	7-May-1986	APPLICATION

— no overlap due to stage.

COUNTY: GOODING
SOURCE: CEDAR DRAW CREEK TRIBUTARY: SNAKE RIVER

WATER USE:	DIVERSION-RATE:		DIVERSION-VOLUME:	
FISH PROPAGATION	85.000	CFS	0.00	AF
POWER	85.000	CFS	0.00	AF
TOTAL RATE:	85.000	CFS	TOTAL VOLUME: 0.00	AF

REMARKS: FEET OF HEAD = 300. HORSEPOWER = 1892.

POINT OF DIVERSION: T08S R14E S27 NWSWSW



36-7066 Measurement at INLet #3 . 29 ON 1" Cipp. Weir
11-87-TB



36-7066 Side View of Above Meas. 11-87-TB

DEC 12 1988

Form 219-S.A.
6/86

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

36-7066
Permit No.

Staff Analysis Sheet
for
Beneficial Use Field Report

RECEIVED
DEC 23 1987
Department of Water Resources

A. Prior to Conducting the Exam, the File Contains:

- [x] Blank Field Report Form
- [x] Copy of Permit
- [x] Copies of any Amendments/Orders with conditions of approval
- [N/A] Computer Data Proof Report
- [x] Copy of U.S.G.S. Quad
- [x] Check for Government Lots. If so, make a copy of Government Plat

Check of P/D index (W) (Initial and date)

Overlap? [x] yes [ ] no If yes: [ ] copy of exam(s) attached?
Type of Overlap? [ ] Add acres or uses to existing system
[ ] Increase rate of flow or volume
[ ] Other: 36-7162

Check of P/U index (W) (Initial and date)

Overlap? [x] yes [ ] no If yes: [ ] copy of water right(s) attached?
Type of Overlap? [ ] Increase rate of flow or volume
[ ] Add P/D's
[ ] Increase number of acres within tracts
[ ] Other: 36-7162, 36-7091

Aerial Photo

Required? [ ] yes [ ] no If yes: [ ] copy attached?

Scheduling Letter sent? _____ (Initial and date)

[ ] Appointment made and telephone conversation memo attached

B. After Conducting the Exam, the File Contains:

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

C. Review and Processing:

Exam Completed Terry Elan 11/20/87 (Signature of examiner and date)
Exam Reviewed by Senior Water Resource Agent ADm 12/17/87 (Initial and date)
Exam Reviewed by Manager of Regional Office [illegible] 12/21/87 (Initial and date)
Exam Date Entered in Computer _____ (Initial and date)
Exam sent to State Office _____ (Initial and date)
Copy of Staff Analysis Sheet sent to Manager of Regional Office and Original Refiled in White File _____ (Initial and date)

INTER-DEPARTMENT MEMO — 1

MICROFILMED
JUL 06 1987

FROM Glen

DATE 5-20-84

TO File 36-7066

SUBJECT – after ~~proof~~ of ben use has been submitted & an exam conducted on this permit, instream app 36-7820 in the name of the Idaho Water Resource Board ~~Board~~ (Dr Blvd Canyon) should be pulled & reviewed for appropriate action, if any.

GLJ

SIGNATURE

MEMORANDUM

Date: May 5, 1987

To: Loren Holmes

From: L. Glen Saxton LGS

RE: FIELD EXAMINATION OF PERMIT 36-7066

Proof of beneficial use was submitted in February 1987 by George Lemmon for the above referenced permit which diverts water in Blind Canyon. The purpose of this memo is to request that the exam be conducted this spring in order that pending minimum stream flow application no. 36-7820 in the name of the Water Resource Board can be further considered.

Our records show that license 36-7162 was issued to Lemmon showing a rate of diversion of 8.62 cfs being diverted in Blind Canyon within the NW1/4 SE1/4, Sec. 28, T8S, R14E,B.M. From a review of permit file 36-7066, it appears the point of diversion is in the same tract as 36-7162. If the exact same diversion works is being used, a capacity measurement of the total diversion rate would be most useful.

In consideration of the Board's application, it would also be helpful to know the location of the effluent discharge from the fish propagation facilities into Blind Canyon Creek as well as whether there are any more diversions from the creek downstream from Lemmon's facilities.

When the exam is completed and forwarded to this office, I would appreciate being advised of it, if convenient.

MICROFILMED
JUL 06 1987

April 28, 1987

Blind Canyon Aqua Ranch Inc.
Box 219
Hagerman, ID 83332

Gentlemen:

Re: Permit No. 36-7066

This office acknowledges receipt of the assignment conveying the above referenced permit to you. The assignment has been entered into the department's records.

This office also acknowledges receipt of the proof of beneficial use form. A copy of this form has been sent to the region. The regional office will contact you to schedule a time for the field examination.

If you have any questions concerning the field examination, please call our Southern Regional office in Twin Falls.

Sincerely,

RITA I. FLECK
Secretary/Records Manager

c: Southern Region

MICROFILMED
JUL 06 1987

Form 217
03/86

RECEIVED
FEB 27 1987
Department of Water Resources
Southern Region Office

RECEIVED
MAR 04 1987
Department of Water Resources

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

For Office Use Only
Fee Received 325
Date 2/27/87
Receipt # 40697
Receipt by M. Gallinger
Reviewed by
Sent to region 3/3/87

PROOF OF BENEFICIAL USE

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

Permit No. 36-7066

Name(s) of Permit Holder: Blind Canyon Aqua Ranch Inc.

Post Office Address: Box 219 Hagerman, ID 83332

Telephone No. 837-4806 or 4448

Source of Water: Blind Canyon

Extent of Use:

Domestic _____ (number of households) Stockwater _____ (number and type of stock)

Irrigation _____ (acres) Other/Remark Fish Propagation

Total rate and/or volume for which proof is submitted 10 cfs _____ acre-feet

Show the date water was first diverted and beneficially used under this permit: 1972

Measuring Device: Required? ✓ Yes ___ No
Installed? ✓ Yes ___ No

Fee enclosed $325.00
(See License Examination Fee Schedule)

Flow Measurement Port: Required? ___ Yes ___ No
Installed? ✓ Yes ___ No

Person to contact to accompany the Department representative during the field examination:

George Lemmon, [redacted] Gary Lemmon, Kim Lemmon 837-4448
837-4806 (Name) 837-4808 (Telephone Number)

Hagerman, ID.
(Address)

The above information is my true statement of the extent to which the above numbered permit has been developed and I relinquish any undeveloped portion of the permit to the state of Idaho.

2/27/87
Date

Geo H Lemmon
Signature of Permit Holder (and title, if appropriate)

MICROFILMED
JUL 06 1987

Permit No. 36-7066

ASSIGNMENT REVIEW CHECK LIST

1. Signature of Permit Holder? Yes
2. Notary? Yes
3. a. Full Assignment? Yes

   b. Partial Assignment?
4. "No assignment" condition on permit? – N/A
5. Commencement of Works received? – B/U recd

   a. Commencement of works requested?

   b. Show Cause Order drafted & sent?

   c. Cancellation necessary?
6. Affidavit of residency required? – N/A
7. Extension granted due to litigation?
   (If yes, commencement of works is not required.)

1. Type permit summary sheet. ✓ Sharla —
2. Coding sheet. ✓ Sharla —
3. Acknowledgement letter type. Acknowledge w/ B/U recd letter – Rita
4. Copy to region. ✓

NO NEED TO FILM

Date 3-26-87

Employee Jane

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

STATEHOUSE
BOISE, IDAHO 83720
(208) 334-4440
CERTIFIED MAIL
JANUARY 31, 1987

138682

COLD SPRINGS, INC.
RT. 1, BOX 218
HAGERMAN, ID 83332

PROOF DUE NOTICE

RE: PERMIT NO. 36-7066

DEAR PERMIT HOLDER:

ONE OF THE CONDITIONS OF APPROVAL OF THE ABOVE REFERENCED WATER PERMIT WAS THAT PROOF OF THE EXTENT OF YOUR BENEFICIAL USE MUST BE SUBMITTED TO THIS OFFICE ON OR BEFORE APRIL 1, 1987. (SEE LAST PAGE OF YOUR APPROVED PERMIT OR YOUR LAST APPROVED EXTENSION REQUEST.) ENCLOSED IS A FORM WHICH WHEN ACCOMPANIED BY THE LICENSE EXAMINATION FEE OR A COMPLETED FIELD EXAMINATION REPORT PREPARED BY A CERTIFIED WATER RIGHT EXAMINER MAY BE USED TO SUBMIT THE REQUIRED PROOF.

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

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

SINCERELY,

RITA FLECK
SECRETARY/RECORDS MANAGER

ENCLOSURES

MICROFILMED
JUL 06 1987

RECEIVED
MAR 4 1986
Department of Water Resources

I-3389

January 21, 1986

CERTIFIED MAIL
P-077-721-375

DECISION

Lemmon, Standell, and Hinze c/o George Lemmon Hagerman, ID 83332	Right-of-Way Application I-3389

RIGHT-OF-WAY APPLICATION REJECTED

On December 16, 1985, you received a letter from the Bureau of Land Management, Shoshone District Office, requesting further information on your water diversion right-of-way application serial number I-3389. You were given 30 days from receipt of that letter to supply the requested information or your application would be rejected.

The letter also requested a cost-reimbursable fee of $4,200.00 as your share of the estimated casework processing and monitoring expense incurred by the Bureau of Land Management. Failure to submit this amount would result in rejection of your application. A copy of this letter is enclosed for your reference.

The requested information and cost reimbursable fee have not yet been received. Therefore, I have no choice but to reject your right-of-way application I-3389 as being deficient because of lack of pertinent and important information and because you failed to submit the required cost-reimbursable fee.

You have the right of appeal to the Board of Land Appeals, Office of the Secretary, in accordance with the regulations in 43 CFR Part 4 (see enclosed

MICROFILMED
JUL 0 0 1987

information sheet). However, if an appeal is taken, the Notice of Appeal must be filed in this office (not the Board) within 30 days of receipt of this decision so that the case file can be transmitted to the Board. To avoid summary dismissal of the appeal, there must be strict compliance with the regulations. If an appeal is filed, a copy of the Notice of Appeal and of any statement of reasons, written arguments, or briefs must be served on the Field Solicitor, U.S. Department of the Interior, Box 020, Federal Building and Courthouse, 550 West Fort Street, Boise, Idaho 83724, in the manner prescribed in 43 CFR 4.401(c), no later than 15 days after filing of the Notice of Appeal.

Sincerely,

Robert D. Cordell
Bennett Hills Resource
Area Manager

Enclosures:
Appeal Information

21 Jan 86

MICROFILMED
JUL 06 1987

water right 36-7066

RECEIVED
MAR 4 1986
Department of Water Resources

PS Form 3811, July 1983 447-845

DOMESTIC RETURN RECEIPT

SENDER: Complete items 1, 2, 3 and 4.

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. ☒ Show to whom, date and address of delivery.
2. ☐ Restricted Delivery.

3. Article Addressed to:

LEMMON, STANDELL, AND HINZE
c/o GEORGE LEMMON
HAGERMAN, ID 83332

4. Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Article Number: P 077 721 375

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature – Addressee
X Irene Lemmon

6. Signature – Agent
X

7. Date of Delivery
1-23-86

8. Addressee's Address *(ONLY if requested and fee paid)*

I-3389 R/W Decision Rejection

MICROFILMED
JUL 0 0 1987

PS Form 3811, July 1983 447-845

DOMESTIC RETURN RECEIPT

SENDER: Complete items 1, 2, 3 and 4.

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. ☒ Show to whom, date and address of delivery.
2. ☐ Restricted Delivery.

3. Article Addressed to:

Lemmon, Standall & Hinze
c/o George Lemmon
Hagerman, ID 83332

4. Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Article Number: 077 719 761

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Addressee
X George H. Lemmon

6. Signature — Agent
X

7. Date of Delivery
12-16-85

8. Addressee's Address (ONLY if requested and fee paid)

HAGERMAN DEC 16 19 IDAHO

I-3389

RECEIVED
JUL 06 1987

I-3389 December 13, 1985

CERTIFIED MAIL

DECISION

LEMMON, STANDALL AND HINZE c/o George Lemmon Hagerman, Idaho 83332	:	Application Deficient Right-of-Way Application Held For Rejection; Cost Reimburseable Charge Due

On 25 October 1985 I sent a letter providing you the opportunity to update your application to reflect any changes or modifications needed to insure that your application would be in agreement with the Box Canyon Area of Critical Environmental Concern Plan. No response was received.

Right-of-Way Application I-3389 has been examined and found to be incomplete. The following information must be submitted within 30 days of receipt of this letter or the application shall be rejected.

1. A standard form SF 299 completed, dated and signed (form enclosed for your convenience).

2. Name and address of current applicant. The file shows three parties as the applicant. Is this still valid?

3. Typical data needs for describing proposals; handout enclosed; complete all items.

4. Your proposal crosses private land owned by others. Submit copies of easements from them to you allowing your proposed canal crossing.

Along with this information, a cost reimburseable fee of $8,400 is estimated as the total processing and monitoring costs for your application and Mr. Earl Hardy's application. Please refer to Attachment "A". Our regulations require that the applicants of competitive rights-of-way share the processing and monitoring expenses proportionately. Your portion of the estimated costs is $4,200. Please submit this amount within 30 days of receipt of this letter made payable to Department of the Interior - BLM along with the requested items 1 through 4. Failure to do so will result in rejection of your application.

MICROFILMED

JUL 06 1987

Please be aware that submission of this fee does not guarantee that your application will be granted. Also be aware that if either yourself or Mr. Hardy withdraw your respective application or refuses to pay your respective share of the require cost reimburseable fees, then the total cost would be borne by the remaining applicant.

If you have any questions, please call Joe Aitken or myself at 886-2206.

Sincerely,

Robert D. Cordell
Area Manager
Bennett Hills Resource Area

Enclosures

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JUL 06 1987

George Lemmon- Box Canyon ACEC Area
Earl Hardy - Box Canyon ACEC Area
Right-of-Way Application I-2880 and I-3389
Estimate of costs in processing and monitoring of right-of-way application
December 10, 1985

1. Basic Information

a. 36 miles to site from Shoshone, one way.
b. Standard GSA 4x4 vehicle used at 40¢ (average GSA cost) per mile.
c. Each site visit would encompass at least 2-1/2 hours of time for BLM personnel.
d. $12 per hour average cost for BLM person.
e. 17.9% indirect cost on total amount.
f. 26% fringe benefits and leave surcharge (Instruction memo W.O. No. 81-815).
g. Initial nonrefundable right-of-way schedule fee is $50 as per 2803.1-1(a)(3)(i).
h. Initial monitoring cost is $20 as per 2803.1-1(b)(2)(i).
i. Reimbursement of costs as per 2803.1-1(a) (4),(5) and (13), (b) (1) and (3).

2. Application Processing

A. Time, Mileage, and Vehicle Costs:

	Person	Time/Hrs	Site Visits	Miles
1.	District Manager	4	0	0
2.	Bennett Hills Area Manager	18	1	72
3.	Bennett Hills Realty Spec.	62	3	216
4.	BH Wildlife & Rec. Spec.	44	3	216
5.	District Archaeologist	16	1	72
6.	District Geologist	8	1	72
7.	S/O Appraiser	20	1	210
8.	S/O Staff & Records	16	0	0
9.	Typist	8	0	0
10.	Land Law Examiner	12	0	0
11.	Fish & Wildlife Service, Section Seven Consultation	32	2	420
		240	12	1278

B. Cost Calculations:

1. Hours---------- 240 hours x $12/hour = $2880.00
2. Site Visits---------12
3. Miles----------1278 miles x 40¢/mile (Ave. GSA cost) = $ 511.20
4. Subtotal---------- $3391.20

5. Indirect Cost Fee--$3391.20 subtotal x 17.5% = $ 593.46
6. Fringe Benefits & Lease Surcharge--$3391.20 subtotal x 26% = $ 881.71
7. Total Cost--------- $4866.37

C. Total Application Processing Costs: $4,866.37.

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3. Monitoring Right-of-Way

A. Time, Mileage, and Vehicle Costs:

Person	Time/Hrs	Site Visits	Miles
1. District Manager	1	0	0
2. Bennett Hills Area Manager	8	1	72
3. Bennett Hills Realty Spec.	76	12	864
4. BH Wildlife & Rec. Spec.	32	3	216
5. District Archaeologist	8	1	72
6. District Geologist	8	1	72
7. S/O Appraiser	0	0	0
8. S/O Staff & Records	0	0	0
9. Typist	2	0	0
10. Land Law Examiner	2	0	0
11. Fish & Wildlife Coordination	16	1	210
	153	19	1506

B. Cost Calculations:

1.	Hours---------- 153 hours x $12/hour =	$1836.00
2.	Site Visits---------19	
3.	Miles----------1506 miles x 40¢/mile (Ave. GSA cost) =	$ 602.40
4.	Subtotal----------	$2438.40
5.	Indirect Cost Fee--$2438.40 subtotal x 17.5% =	$ 426.72
6.	Fringe Benefits & Lease Surcharge--$2438.40 subtotal x 26% =	$ 633.98
7.	Total Cost---------	$3499.10

C. Total Monitoring Costs: $3,499.10

4. Grand Total: Application Processing $4,866.37
Monitoring 3,499.10
$8,365.47 (round to $8,400.00)

5. Actual Cost Adjustments:

Refer to 43 CFR 2803.1-1 pages 315, 316, and 317, 1984 book.

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JUL 06 1987

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

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

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

SEPTEMBER 1, 1985

DEAR PERMIT HOLDER:

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

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

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

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

SINCERELY,

L. Glen Saxton

L. GLEN SAXTON
CHIEF, OPERATIONS BUREAU

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JUL 06 1987

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PATIENTS. (a) The department director or his designee shall as frequently as practicable but at least once at the end of the first ninety (90) days examine or cause to be examined every patient committed to his custody or admitted to an inpatient facility of the state of Idaho, and determine whether to conditionally release, discharge or terminate the commitment of the patient. If the patient has not been conditionally released, discharged, or had the commitment terminated a similar review shall be ~~held~~ conducted every one hundred twenty (120) days thereafter. A report of each review and a determination regarding an involuntary patient shall be sent to the committing court, prosecuting attorney of the county of commitment, if any, the patient's attorney, and either the patient's spouse, guardian, next of kin or friend.

(b) The commitment of an involuntary patient shall be terminated if the patient is no longer mentally ill or is no longer likely to injure himself or others or is no longer gravely disabled; provided, that patients admitted under section 18-214, Idaho Code, acquitted of criminal charges filed prior to July 1, 1982, on grounds of mental disease or defect, or committed pursuant to sections 18-212(3) and 66-329, Idaho Code, as unfit to proceed, may not be released from an inpatient facility unless thirty (30) days before such release, the department director or his designee shall notify the committing court and prosecuting attorney of the contemplated release.

(c) Upon notification of intention to release from an inpatient facility either a patient admitted under section 18-214, Idaho Code, acquitted of criminal charges filed prior to July 1, 1982, on grounds of mental disease or defect, or committed pursuant to sections 18-212(3) and 66-329, Idaho Code, as unfit to proceed, and upon motion of an interested party or the court on its own motion, the court shall determine whether the conditions justifying such release exist. In making such determination, the court may order an independent examination of the patient. The cost of such independent examination must be borne by the party making the motion or, if indigent, the county having jurisdiction of the case. If no motion is made, the patient may be released according to the notice.

SECTION 14. This act shall be in full force and effect and shall apply to persons against whom a criminal complaint is filed on or after July 1, 1982.

Approved April 2, 1982.

CHAPTER 369
(H.B. No. 786)

AN ACT

RELATING TO WATERS APPROPRIATED IN TRUST FOR THE PEOPLE; AMENDING SECTION 67-4310, IDAHO CODE, TO PROVIDE FOR RESERVATION OF THE WATER OF BOX CANYON SPRINGS FOR NATURAL SCIENTIFIC STUDY AND LIMITED RECREATIONAL PURPOSES, TO DECLARE THE NATURAL CHANNEL OF BOX CANYON CREEK TO BE APPROPRIATE AND DESIRABLE FOR NATURAL

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SCIENTIFIC STUDIES AND LIMITED RECREATION, AUTHORIZING THE STATE BOARD OF LAND COMMISSIONERS TO ADJUST THE BOUNDARIES PREVIOUSLY ESTABLISHED BY SECTION 67-4310, IDAHO CODE, BY NEGOTIATION WITH THE OWNER OF THE LANDS, PROVIDING LEGISLATIVE FINDINGS REGARDING THE WATERS OF BOX CANYON SPRINGS AND THE CHANNEL OF BOX CANYON CREEK; AND DECLARING AN EMERGENCY.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. That Section 67-4310, Idaho Code, be, and the same is hereby amended to read as follows:

67-4310. BOX CANYON -- APPROPRIATION OF WATERS IN TRUST FOR PEOPLE -- LANDS DEVOTED TO NATURAL SCIENTIFIC STUDY AND LIMITED RECREATIONAL USE -- LEGISLATIVE FINDING OF FACT CONCERNING DESIRABILITY OF PUBLIC USE OF WATER AND PRIVATE LAND WITHIN UPPER BOX CANYON -- LEGISLATIVE DIRECTION FOR COOPERATION BY STATE AGENCIES TO FACILITATE NEGOTIATIONS. The park and recreation board is hereby authorized and directed to appropriate in trust for the people of the state of Idaho the unappropriated natural spring flow arising upon the area described as follows, to-wit:

Only that portion of the stream which is known as Box Canyon Creek, situated in the northwest quarter (NW 1/4) of section ~~twenty-seven--(27)~~, township ~~eight-(8)~~ south, range ~~fourteen-(14)~~ east of the Boise Meridian; and

The east half (E 1/2) of the northeast quarter (NE 1/4), in section ~~twenty-eight--(28)~~, township ~~eight-(8)~~ south, range ~~fourteen (14)~~ east of the Boise Meridian.

The preservation of water in the area described for its scenic beauty, natural scientific study value, and limited recreational purposes necessary and desirable for all citizens of the state of Idaho is hereby declared to be a beneficial use of such water.

No fee shall be required in connection with said appropriation by the park and recreation board or the permit issued in connection therewith, but license shall issue at any time upon proof of beneficial use to which said waters are now dedicated.

The park and recreation board, or its successor, shall be deemed to be the holder of such permit, in trust for the people of the state, and the public use of the waters in the specific area herein described is declared to be of greater priority than any other use except that of domestic consumption.

~~The unappropriated lands belonging to the state of Idaho between high water mark on one (1) bank to the high water mark on the opposite bank, of the area described, are hereby declared to be devoted to a~~ It is a legislative finding of fact that the waters arising upon the above described tract within the natural channel of Box Canyon Creek and the private lands within the confines of the canyon walls are desirable for public use in connection with the preservation of the area in its present condition as a place ~~of~~ for natural scientific studies and limited recreation for the citizens of the state of Idaho.

The state board of land commissioners is hereby authorized to adjust the boundary established by the provisions of this section by excluding from the operation of this section those lands and waters

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lying downstream from a point one hundred (100) feet downstream from the crest of the falls in the west half (W 1/2) of the northwest quarter (NW 1/4) of section 27, township 8 south, range 14 east, Boise Meridian, provided they are successful in negotiating with the present landowner, or his successors, those restrictive covenants deemed necessary by the board to promote the public interest for the canyon lands as well as for the waters arising within that canyon, all as declared by this section, and the state board of land commissioners is authorized to expedite the negotiations with the landowner so far as is consistent with the public interest. In order to facilitate these negotiations, all concerned state agencies, namely the department of water resources, the department of fish and game, and the department of parks and recreation are hereby instructed to cooperate with the state board of land commissioners and with the property owner as necessary to assist the orderly, factual, and amicable process of negotiation between the state board of land commissioners and the property owner.

SECTION 2. An emergency existing therefor, which emergency is hereby declared to exist, this act shall be in full force and effect on and after its passage and approval.

Approved April 2, 1982.

CHAPTER 370
(H.B. No. 655, As Amended)

AN ACT

RELATING TO PUBLIC UTILITY REGULATION; AMENDING CHAPTER 3, TITLE 61, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 61-315A, IDAHO CODE, TO PROHIBIT CERTAIN INVERTED RATE STRUCTURES FOR RESIDENTIAL ELECTRIC CUSTOMERS AND TO PROVIDE FOR EXPIRATION OF THE PROVISIONS OF THIS SECTION; AND DECLARING AN EMERGENCY.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. That Chapter 3, Title 61, Idaho Code, be, and the same is hereby amended by the addition thereto of a NEW SECTION, to be known and designated as Section 61-315A, Idaho Code, and to read as follows:

61-315A. CERTAIN INVERTED RESIDENTIAL ELECTRICAL RATE STRUCTURES PROHIBITED -- EXPIRATION. All inverted rate structures imposed on residential electric customers which have not been formally approved by the commission prior to July 1, 1981, are hereby prohibited effective July 1, 1982. The prohibition provided herein shall automatically expire July 1, 1984, unless extended by further action of the legislature.

SECTION 2. An emergency existing therefor, which emergency is hereby declared to exist, this act shall be in full force and effect on and after its passage and approval.

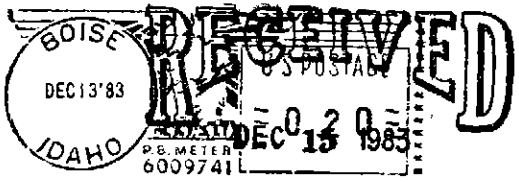
Law without signature April 5, 1982.

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Statehouse
Boise, Idaho 83720



36-7066



George and Norman Standal
Route 1
Hagerman, ID 83332

Reset to
George Lemmon
Rt 1, Hagerman
Id 83332

mail Hagerman

December 13, 1983

George Lemmon and Norman Standal
Route 1
Hagerman, ID 83332

Gentlemen:

Re: Permit No. 36-7066

Enclosed is a copy of the approved request for extension of time. The time within which to submit the statement of beneficial use postcard is extended to April 1, 1987. Please note that the permit has been reinstated with an advance in priority since the extension of time request was submitted after the proof due date.

In connection with the development of a water right under this permit, the Department wishes to call to your attention an Idaho Supreme Court decision issued in November 1982 which likely could affect your future use of water.

The decision in the case of Idaho Power Company vs the State of Idaho, et al stated in part that Idaho Power Company's use of water for power generation purposes at the Swan Falls dam on the Snake River is not subordinated to upstream depletion by later-in-time uses. The question of whether Idaho Power's 8,400 cfs water right at Swan Falls dam has been diminished by subsequent development, however, was remanded back to district court for determination. The findings of the district court could restrict water availability or require compensation to Idaho Power Company for uses developed later in time than Idaho Power Company's water right at Swan Falls dam.

Sincerely

RITA I. FLECK
Secretary/Records Manager

Enclosure

MEMORANDUM

TO: File 36-7066

FROM: Jim Johnson

DATE: December 6, 1983

RE: Extension of Time Request Dated 7-11-83

Extension Request Received	7-11-83
Date Proof was Due	6-01-83
Days Extension Request Late	40
Additional Information Requested	8-12-83
Deadline for information	9-12-83
Information provided	9-16-83
Days late	4
Total days late	44
Priority date	11-26-69
New priority date	1-09-70

New Proof Due Date

The permit holder has, except for a few months, been prevented from developing the permit because of lack of approval of right-of-way from BLM ever since he filed for the permit.

On 4-14-1982, BLM notified him that they Denied his application for right-of-way across their land. The permit holder has indicated that he plans to develop the permit without going across BLM land. Therefore, he essentially has been able to proceed since the 4-14-82 date. The period for extension should be 5 years from this date. The new proof due date is 4-1-1987.

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INTER-DEPARTMENT MEMO — 1

DATE 9-16-83

FROM Jim

TO File

SUBJECT Extension of time dated 7-11-83

Mr. Lemon came in today to deliver a copy of a decsion made by BLM to deny an applicatoni for right of woey.

Mr. Lemon demostrated on the maps in the file how he purposed to construct the diverting works under this permit without crossing BLM land.

SIGNATURE

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United States Department of the Interior

IN REPLY REFER TO
I-3389 (943)

BUREAU OF LAND MANAGEMENT
Idaho State Office
Federal Building - Box 042
550 W. Fort Street
Boise, Idaho 83724

April 14, 1982

Certified Mail

DECISION

George H. Lemmon, Norman S. Standall, and Donald J. Hinze : Right-of-Way Application I-3389

Application Rejected

On January 30, 1970 George H. Lemmon, Norman S. Standall, and Donald J. Hinze filed an application pursuant to the Act of February 15, 1901 for a canal and diversion structure right-of-way within the following described public lands:

T. 8 S., R. 14 E., Boise Meridian, Idaho
sec. 28, Lot 1 and NW¼NE¼;
sec. 29, Lots 3 and 4.

The application is rejected for the following reasons:

1. It is the policy of the Secretary of the Interior to protect fish and wildlife resources and to cooperate with State Fish and Game Management agencies (43 CFR 24.1 and 24.2). The Idaho Department of Fish and Game has objected to the granting of this right-of-way because it would adversely impact the natural conditions which sustain the fish populations.

2. It is Department of Interior policy through the Bureau of Land Management that public lands be managed to attain the widest range of beneficial uses of the environment (including the land, water, flora, fauna, and environmental elements), without undue environmental degradation, risk to health or safety, or other undesirable consequences (43 CFR 1725.3-2(a)) The removal of water through this and similar proposals could result in the drying up of Box Canyon Creek. This would result in the total loss of existing riparian vegetation, aquatic animal and plant life, and the interruption of the local ecosystem. Scenic and recreational values would be severely impacted and there would be a significant reduction in pure water recharge of the Snake River.

3. Bureau of Land Management managers are directed to encourage State and loca government and private agencies to develop public recreation facilities when consistent with the long range management plans and programs of the Bureau of Land Management (43 CFR 8000.0-6(b)). The State of Idaho Department of Parks and Recreation has filed a Recreation and Public Purposes application (I-4193) for recreation development on the subject public lands and opposes the granting of the right-of-way.

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4. Rejection of this right-of-way application is consistent with the Canyon planning Unit Management Framework Plan decision for this area. The Management Framework Plan decision states, in pertinent part:

   a. Retain in public ownership for recreation.
   b. Encourage recreation development by appropriate agency.
   c. Allow no activities which will degrade the unique recreational values.

5. Rejection of the application is consistent with Departmental policy for fish and wildlife development and utilization as noted in 43 CFR 1725.3-3(b).

6. A fish species, Shoshone sculpin, Cottus greenei, listed by the Bureau of Land Management and Idaho Department of Fish and Game as a "sensitive" species and a candidate for the U.S. Fish and Wildlife Service list of rare and endangered species, has been identified as inhabiting Box Canyon Creek. Granting the right-of-way would be inconsistent with Bureau of Land Management objectives for sensitive species management which is to maintain or increase current population levels of sensitive animals through early habitat protection or enhancement. The dewatering of Box Canyon Creek would be in direct conflict with this objective.

7. Rejection of the application is consistent with the majority of public interest expressed during the Management Framework Plan public meetings and subsequent meetings incident to the proposed right-of-way.

8. This action is consistent with the findings by the Interior Board of Land Appeals in its decision on the appeal of Stanley S. Leach, Roxana M. Leach, 35 IBLA 53, 57 (1978) in that:

   a. The Department may prevent private exclusive use of waters on public lands by denying applications for rights-of-way essential for the exploitation of the waters.

   b. It is appropriate for the Bureau of Land Management to reject a right-of-way application for a pipeline and other facilities to carry water from federal public lands to private lands where it has been determined that the overall effect of granting similar applications in the area would be adverse to the public interest and allowance of the application might establish a precedent contrary to the public interest.

9. Approval of a domestic water pipeline right-of-way application filed under the Act of February 15, 1901, is within the discretion of the Secretary of the Interior. Jack M. Vaughn, 25 IBLA 303 (1976). Approval of such a right-of-way remains a discretionary matter under the Federal Land Policy and Management Act. 43 U.S.C.A. Subparts 301, 1761-1771 (West Supp. 1977).

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10. Protecting fish and wildlife, watershed, and other natural resources are vital concerns under the regulations of Title 43 of the Code of Federal Regulations and the Federal Land Policy and Management Act.

This decision becomes final thirty days after its receipt unless an appeal is filed pursuant to the regulations in 43 CFR, Part 4, Subpart E. (See enclosed Appeal Information Sheet, ID 1840-2).

T G Bingham

Theodore G. Bingham
Acting State Director

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

INFORMATION ON TAKING APPEALS TO THE BOARD OF LAND APPEALS

DO NOT APPEAL UNLESS

1. This decision is adverse to you,
   AND
2. You believe it is incorrect.

IF YOU APPEAL, THE FOLLOWING PROCEDURES MUST BE FOLLOWED

1. NOTICE OF APPEAL . . . . Within 30 days file a *Notice of Appeal* in the appropriate office *(see Sec. 4.411)*. You may state your reasons for appealing if you desire. The case file serial number(s) should be indicated in the notice.

2. WHERE TO FILE NOTICE OF APPEAL . . .

3. STATEMENT OF REASONS . . Within 30 days after filing the *Notice of Appeal*, file a complete statement of the reasons why you are appealing. This *must* be filed with the U. S. Dept. of the Interior, Office of the Secretary, Board of Land Appeals, 4015 Wilson Blvd., Arlington, Virginia 22203 *(see Sec. 4.412)*. If you fully stated your reasons for appealing when filing the *Notice of Appeal*, no additional statement is necessary.

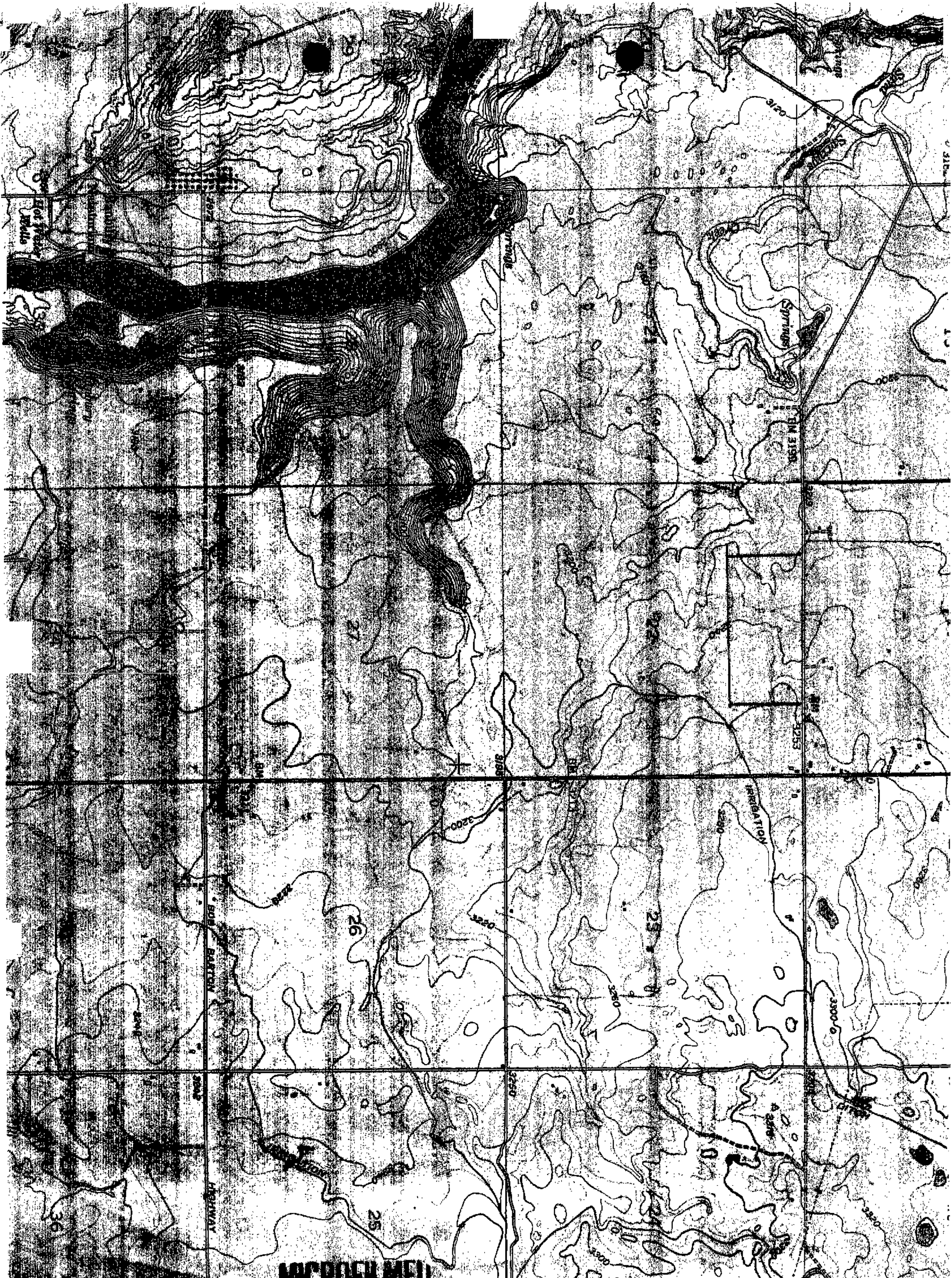
4. SERVICE OF DOCUMENTS UPON ADVERSE PARTIES AND THE FIELD SOLICITOR'S OFFICE . . Within 15 days of filing any document in connection with an appeal, including the *Notice of Appeal* and statement of reason you must serve a copy of that document on any adverse party named in the decision and on the Field Solicitor, U. S. Dept. of Interior, Federal Building, Box 020, 550 W. Fort St., Boise ID 83724 *(see sec. 4.413)*.

5. PROOF OF SERVICE . . . . Within 15 days after any document is served on an adverse party or the Field Solicitor, file proof of that service with the U. S. Dept. of the Interior, Office of the Secretary, Board of Land Appeals, 4015 Wilson Blvd., Arlington, Virginia 22203. This may consist of a certified or registered mail "Return Receipt Card" signed by the adverse party *(see Sec. 4.401(c)(2))*.

Unless these procedures are followed, your appeal will be subject to dismissal (see Sec. 4.402). Be certain that all communications are identified by serial number of the case being appealed.

NOTE: *A document is not filed until it is actually received in the proper office (see Sec. 4.401(a)).*

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INTER-DEPARTMENT MEMO — 1

FROM Glen

DATE 8-25-83

TO File 36-7066

SUBJECT — George Lemmon was in the office today & advised that the ext request submitted 7-25-83 should have said he was unable to complete work due to refusal of BLM to grant a right of way, rather than litigation.

— He will provide evidence of BLM's refusal to grant R/W.

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SIGNATURE

State of Idaho
DEPARTMENT OF WATER RESOURCES
WESTERN REGION, 450 W. State Street, Boise, Idaho

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-2190

August 12, 1983

Cold Springs, Inc.
C/O George Lemmon
Route 1, Box 218
Hagerman, Id 83332

Dear Mr. Lemmon

On July 25, 1983 the Department received a request for Extension Of Time in which to submit proof to Beneficial Use of water under permit 36-7066.

The Extension request stated that work toward completion of the permit had not been made because of "Litigation of Box Canyon."

Before the Director of the Department of Water Resources can approve this request documents showing the beginning and ending dates of the litigation must be submitted. These documents must show a relationship between the litigation and development of the water use as identified in Permit 36-7066. Please send said information to the Department on or before September 12, 1983.

If you have any questions, please let us know.

Sincerely

JIM JOHNSON
Water Distribution Supervisor

JJ:jvv

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

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

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

EXTENSION OF TIME

July 25, 1983

Irene E. Lemmon
Rt. 1, Box 218
Hagerman, ID 83332

PERMIT NO. 36-7066, George Lemmon and Norman Standal

We are in receipt of the $15 extension fee for Extension(s) of Time to provide additional time in which to submit proof of beneficial use on a water right permit.

Your request for extension(s) of time is being reviewed by staff. You will be informed of our decision when review has been completed.

Enclosed is our receipt No. 30140.

Roberta Garrett
Records Supervisor

Enclosure

MICROFILMED

BLIND CANYON AQUARANCH, Inc.

ROUTE 1
WENDELL, IDAHO 83355

JUL 19 1983

July 18, 1983

Re. OEP-HL
Project No. 5422-001
Blind Canyon Aquaranch

Federal energy Regulatory Commission
Washington, D. C. 20426

Attention: David Jahner.

Dear Mr. Jahner:

As to our phone conversation on July 11 the revised drawings of exhibit B-1 showing that there will be no powerhouse due to the nature of the generators. It shows the location of the generation unites. Also included is an amendment to Exhibit A, page 2 which briefly describes the proposed generating unites.

I hope this answers any questions you might have concerning the 10 springs power well project. If you have any further questions please call.

Sincerely yours

J. P. Windes

J. P. Windes
Vice President

Blind Canyon Aquaranch Inc.
Hagerman, Idaho 83332
phone 208-837-4806.

MICROFILMED

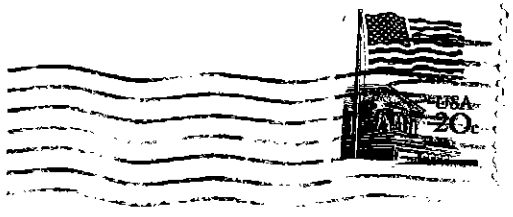
Idaho Water Dept.
L. Glen Saxton.
In answer to yours of June 15-1983 I submit a copy of this letter to FERC as Proof of Continued effort to develop permit No. 36-7967. I talked with Gary Funderberg about this permit previous.

Geo H. Lemmon

"GROWERS OF FRESH WATER TROUT"

Geo H. Lemmon
Box 218
Hagerman, Idaho 83332





MICROFILMED

Idaho Dept. of Water Resources
State House
Boise, Idaho 83720

WARNING

CANCELLED OR LAPSED

This permit has been officially CANCELLED or LAPSED.

Ninety days following the date of official action this file will be DESTROYED.

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

STATEHOUSE
BOISE, IDAHO 83720
(208) 334-4440

Cold Springs, Inc.
c/o George Lemmon
Rt. 1, Box 218
Hagerman, ID 83332

LAPSE NOTICE

JUNE 02, 1983

DEAR PERMIT HOLDER:

YOU ARE HEREBY NOTIFIED THAT UNDER THE PROVISIONS OF SECTION 42-218A OF THE IDAHO CODE, PERMIT NO. 36-7066 HAS LAPSED. THIS OFFICE DID NOT RECEIVE EITHER AN ACCEPTABLE NOTICE THAT YOU HAVE COMPLETED THE PROJECT (PROOF OF BENEFICIAL USE) BY THE DATE REQUIRED ON YOUR PERMIT OR AN ACCEPTABLE REQUEST FOR AN EXTENSION OF TIME. YOU WERE PROVIDED THE PROPER FORMS IN OUR PROOF DUE NOTICE TO YOU DATED MARCH 31, 1983.

YOUR PERMIT CANNOT BE REINSTATED UNLESS YOU SUBMIT THE STATEMENT OF BENEFICIAL USE POSTCARD OR SUBMIT AN EXTENSION OF TIME REQUEST SHOWING REASONABLE CAUSE FOR DELAY. EITHER THE COMPLETED POSTCARD OR THE EXTENSION REQUEST MUST BE RECEIVED BY THIS OFFICE WITHIN SIXTY DAYS OF THE DATE OF THIS LAPSE NOTICE OR THE PERMIT WILL NO LONGER BE OF ANY FORCE OR EFFECT.

A STATEMENT OF BENEFICIAL USE POSTCARD AND A REQUEST FOR EXTENSION OF TIME FORM ARE AGAIN ENCLOSED FOR YOUR USE. PLEASE NOTE THAT A FEE OF $15.00 MUST ACCOMPANY AN EXTENSION OF TIME REQUEST AND THAT ONLY ONE EXTENSION OF TIME CAN BE GRANTED UNLESS THE PROJECT HAS NOT BEEN COMPLETED BECAUSE OF LACK OF A NECESSARY APPROVAL BY A GOVERNMENTAL AGENCY OR BY LITIGATION.

L. GLEN SAXTON
CHIEF, OPERATIONS BUREAU

ENCLOSURES

LGS:RF

CERTIFICATION OF MAILING

I hereby certify that on 6/15/83 ~~a copy~~ an original of this document was deposited in the United States mail, postage prepaid addressed to the individual(s) named above.

Sharla Curtis

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

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

138394

Cold Springs, Inc.
c/o George Lemmon
Rt. 1, Box 218
Hagerman, ID 83332

PROOF DUE NOTICE

MARCH 31, 1983

DEAR PERMIT HOLDER:

ONE OF THE CONDITIONS OF APPROVAL OF YOUR WATER PERMIT NO. 36-7066 WAS THAT PROOF OF THE EXTENT OF YOUR BENEFICIAL USE MUST BE SUBMITTED TO THIS OFFICE ON OR BEFORE JUNE 01, 1983. (SEE LAST PAGE OF YOUR APPROVED PERMIT OR YOUR LAST APPROVED EXTENSION REQUEST). ENCLOSED IS A POSTCARD WHICH MAY BE USED TO SUBMIT THE REQUIRED PROOF.

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

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

SINCERELY,

RITA FLECK
SECRETARY/RECORDS MANAGER

ENCLOSURES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

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

August 25, 1982

Earl Hardy
1301 Vista Ave.
Boise, Idaho 83705

Re: Application for Amendment 36-7066

Dear Mr. Hardy:

This is to advise you that the conference and/or hearing in the above referenced matter is cancelled.

The application for amendment has been withdrawn by the permit holder.

Very truly yours,

Loren O. Holmes
Southern Region Supervisor

LOH:marya

RECEIVED
SEP 02 1982
Department of Water Resources

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

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

August 25, 1982

Brent Martens
Attorney at Law
P. O. Box 589
Buhl, Idaho 83316

Re: Application for Amendment 36-7066

Dear Mr. Martens:

This is to advise you that the conference and/or hearing in the above referenced matter is cancelled.

The application for amendment has been withdrawn by the permit holder.

Very truly yours,

Loren O. Holmes
Southern Region Supervisor

LOH:marya

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

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

August 25, 1982

William F. Ringert
Attorney at Law
P. O. Box 2773
599 W. Bannock
Boise, Idaho 83701

Re: Application for Amendment 36-7066

Dear Mr. Ringert:

This is to advise you that the conference and/or hearing in the above referenced matter is cancelled.

The application for amendment has been withdrawn by the permit holder.

Very truly yours,

Loren O. Holmes
Southern Region Supervisor

LOH:marya

NELSON, ROSHOLT, ROBERTSON, TOLMAN & TUCKER
ATTORNEYS AT LAW
IDAHO FIRST NATIONAL BANK BUILDING
P.O. BOX 1906
TWIN FALLS, IDAHO 83301
(208) 734-0700

RECEIVED
AUG 5 1982
Department of Water Resources
Southern District Office

DATE: 8/4/82

TO: DWR
1041 Blue Lakes Blvd
Twin Falls, ATTN: Lonnie Holmes

RE: Re: Cold Springs, Inc. 36-7066

I am no longer Attorney for Earl Handy in the Protest Hearing Concerning the Protest of Handy to the Amendment of the Above Permit.

Please send Notices to Earl Handy, Idaho Trout Processors, 1301 Vista Ave, Boise, Ida.

NELSON, ROSHOLT, ROBERTSON, TOLMAN & TUCKER

Thank You

By ..... Jean Rosholt .....

cc: Earl Handy
w/ enclosures

COLD SPGS 36-7066

PS Form 3811, Dec. 1980

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● **SENDER:** Complete items 1, 2, 3, and 4.
Add your address in the "RETURN TO" space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one).
   - [X] Show to whom and date delivered ..... ¢
   - [ ] Show to whom, date, and address of delivery.. ¢
2. [ ] RESTRICTED DELIVERY ¢
   (The restricted delivery fee is charged in addition to the return receipt fee.)

TOTAL $

3. ARTICLE ADDRESSED TO:

Wm. F. Ringert -Attorney at Law
599 W. Bannock -POBox 2773
Boise, Idaho 83701

4. TYPE OF SERVICE:
   - [ ] REGISTERED [ ] INSURED
   - [ ] CERTIFIED [ ] COD
   - [ ] EXPRESS MAIL

ARTICLE NUMBER: 33

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE [ ] Addressee [ ] Authorized agent

Anita McCormick

5. DATE OF DELIVERY: AUG 5 1982

POSTMARK: AUG 2 1982

6. ADDRESSEE'S ADDRESS (*Only if requested*)

7. UNABLE TO DELIVER BECAUSE:

7a. EMPLOYEE'S INITIALS

UNITED STATES POSTAL SERVICE
OFFICIAL BUSINESS

SENDER INSTRUCTIONS

Print your name, address, and ZIP Code in the space below.

- Complete items 1, 2, 3, and 4 on the reverse.
- Attach to front of article if space permits, otherwise affix to back of article.
- Endorse article "Return Receipt Requested" adjacent to number.

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

U.S.MAIL

RETURN TO

RECEIVED

IDAHO DEPARTMENT OF WATER RESOURCES
SOUTHERN DISTRICT OFFICE
1041 BLUE LAKES BLVD NORTH
TWIN FALLS, IDAHO 83301

(Name of Addressee)

(Street or P.O. Box)

(City, State, and ZIP Code)

COLD SPGS 36-7066

PS Form 3811, Dec. 1988

● **SENDER:** Complete items 1, 2, 3, and 4.
Add your address in the "RETURN TO" space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one).

X ☐ Show to whom and date delivered ..... ___¢

☐ Show to whom, date, and address of delivery.. ___¢

2. ☐ RESTRICTED DELIVERY ___¢
(The restricted delivery fee is charged in addition to the return receipt fee.)

TOTAL $ ___

3. ARTICLE ADDRESSED TO:

Brent Martens
Attorney at Law - P.O. Box 589
Buhl, ID 83316

4. TYPE OF SERVICE:
☐ REGISTERED ☐ INSURED
☐ CERTIFIED ☐ COD
☐ EXPRESS MAIL

ARTICLE NUMBER
32

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE ☐ Addressee ☐ Authorized agent

5. DATE OF DELIVERY

POSTMARK

6. ADDRESSEE'S ADDRESS *(Only if requested)*

7. UNABLE TO DELIVER BECAUSE:

7a. EMPLOYEE'S INITIALS

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

UNITED STATES POSTAL SERVICE
OFFICIAL BUSINESS

SENDER INSTRUCTIONS

Print your name, address, and ZIP Code in the space below.

- Complete items 1, 2, 3, and 4 on the reverse.
- Attach to front of article if space permits, otherwise affix to back of article.
- Endorse article "Return Receipt Requested" adjacent to number.

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

U.S.MAIL

RETURN TO

IDAHO DEPARTMENT OF WATER RESOURCES
SOUTHERN DISTRICT OFFICE
1341 BLUE LAKES BLVD. NORTH
TWIN FALLS, IDAHO 83301

(Name of Sender)

AUG 9 1982

Department of Water Resources
Southern District Office

(Street or P.O. Box)

(City, State, and ZIP Code)

COLD SPRINGS 36-7606

PS Form 3811, Dec. 1980

● **SENDER:** Complete items 1, 2, 3, and 4.
Add your address in the "RETURN TO" space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one).

XX ☐ Show to whom and date delivered ..... ¢

☐ Show to whom, date, and address of delivery.. ¢

2. ☐ **RESTRICTED DELIVERY** ¢
(The restricted delivery fee is charged in addition to the return receipt fee.)

TOTAL $

3. **ARTICLE ADDRESSED TO:**

Cold Springs, Inc.
% Geo Lemmon
Rt 1 Box 218 - Hagerman, ID 83332

4. **TYPE OF SERVICE:**
☐ REGISTERED ☐ INSURED
☐ CERTIFIED ☐ COD
☐ EXPRESS MAIL

ARTICLE NUMBER
30

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE ☒ Addressee ☐ Authorized agent

Geo H Lemmon

5. **DATE OF DELIVERY**
8-5-82

HAGERMAN AUG 5 1982 IDAHO

6. **ADDRESSEE'S ADDRESS** *(Only if requested)*

7. **UNABLE TO DELIVER BECAUSE:**

7a. **EMPLOYEE'S INITIALS**

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

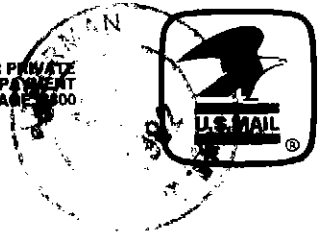
UNITED STATES POSTAL SERVICE
OFFICIAL BUSINESS

SENDER INSTRUCTIONS

Print your name, address, and ZIP Code in the space below.

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- Attach to front of article if space permits, otherwise affix to back of article.
- Endorse article "Return Receipt Requested" adjacent to number.

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300



RETURN TO

IDAHO DEPARTMENT OF WATER RESOURCES
SOUTHERN DISTRICT OFFICE
1341 BLUE LAKES BLVD. NORTH
TWIN FALLS, IDAHO 83301

(Name of Sender)

(Street or P.O. Box)

(City, State, and ZIP Code)

RECEIVED
AUG 9 1982
Water Resources
Southern District Office

COLD SPGS 36-7066

PS Form 3811, Dec. 1980

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● **SENDER:** Complete items 1, 2, 3, and 4.
Add your address in the "RETURN TO" space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one).

XX☐ Show to whom and date delivered ..... ¢

☐ Show to whom, date, and address of delivery.. ¢

2. ☐ RESTRICTED DELIVERY ¢
(The restricted delivery fee is charged in addition to the return receipt fee.)

TOTAL $

3. ARTICLE ADDRESSED TO:

Earl Hardy
1301 Vista Ave.
Boise, Idaho 83705

4. TYPE OF SERVICE:
☐ REGISTERED ☐ INSURED
☐ CERTIFIED ☐ COD
☐ EXPRESS MAIL

ARTICLE NUMBER

31

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE ☐ Addressee ☐ Authorized agent

William Kibbe

5. DATE OF DELIVERY

8-5-82

POSTMARK

1082

6. ADDRESSEE'S ADDRESS *(Only if requested)*

7. UNABLE TO DELIVER BECAUSE:

7a. EMPLOYEE'S INITIALS

UNITED STATES POSTAL SERVICE
OFFICIAL BUSINESS

SENDER INSTRUCTIONS

Print your name, address, and ZIP Code in the space below.

- Complete items 1, 2, 3, and 4 on the reverse.
- Attach to front of article if space permits, otherwise affix to back of article.
- Endorse article "Return Receipt Requested" adjacent to number.

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

U.S.MAIL

RETURN TO

IDAHO DEPARTMENT OF WATER RESOURCES
SOUTHERN DISTRICT OFFICE
1341 BLUE LAKES BLVD. NORTH
TWIN FALLS, IDAHO 83301

RECEIVED
AUG 9 '07
Department of Water Resources
Southern Region

(Name of Sender)

(Street or P.O. Box)

(City, State, and ZIP Code)

ACCEPTANCE OF REGISTERED, INSURED, C.O.D. AND CERTIFIED MAIL

NAME AND ADDRESS OF SENDER

36-7066

Cold spgs 8/4/62

Indicate type of mail
- ☐ Registered
- ☐ Insured
- ☐ COD
- ☐ Certified

I certify that we have
- ☐ Commercial Insurance
- ☐ A deductible clause of $

Affix stamp here if issued as certificate of mailing or for additional copies of this bill.
POSTMARK AND DATE OF RECEIPT

LINE	NUMBER OF ARTICLE	NAME OF ADDRESSEE, STREET, AND POST-OFFICE ADDRESS	POSTAGE	FEE	Handling Charge	Actual Value (If Registered)	DUE SENDER IF C.O.D.	R. R. FEE	S.D. FEE	S. H. FEE	REST. DEL. FEE / REMARKS
1	30	Cold spgs	20	60	75						
2	31	Leora Hardy									
3	32	Trent mertens									
4	33	wm. f. rengist									
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											

TOTAL NUMBER OF PIECES LISTED BY SENDER	TOTAL NUMBER OF PIECES RECEIVED AT POST OFFICE	*POSTMASTER, PER (Name of receiving employee)*

The full declaration of value is required on all domestic and international registered mail. Commercial Insurance—Payment of the full registry fee is required on articles valued up to $1,000 or the full amount of the deductible if the deductible exceeds $1,000. The maximum indemnity payable is $25,000 for registered mail, $400 for COD and $400 for insured mail. Special handling charges apply only to third- and fourth-class parcels. Special delivery service also includes special handling service.

FORM MUST BE COMPLETED BY TYPEWRITER, INK OR BALL POINT PEN

PS Form 3877 April 1980

☆ U.S. GOVERNMENT PRINTING OFFICE : 1980 O - [illegible]7-867

Re: Cold Springs, Inc. 36-7066

Place: Multi-Purpose Room - Gooding City Hall, Gooding, Idaho

Date: Tuesday - August 31, 1982 - 1:00 p.m.

Hearing Officer ____________________

Assisted by ______________________

ROSTER OF ATTENDANCE

Name	Address	Representing

BEFORE THE DEPARTMENT OF WATER RESOURCES

OF THE

STATE OF IDAHO

IN THE MATTER OF PROTESTS AGAINST APPROVAL OF THE AMENDMENT OF WATER RIGHT PERMIT NO. 36-7066 IN THE NAME OF COLD SPRINGS, INC.	NOTICE OF CONFERENCE AND/OR HEARING

On October 5, 1978, Cold Springs, Inc., of Buhl, Idaho filed with the Department of Water Resources an application to amend permit No. 36-7066. On November 6, 1978, the Department received a protest against approval of said application from John A. Rosholt, attorney, in behalf of Earl Hardy.

The Department has set the matter of protest for hearing for Tuesday, August 31, 1982, at 1:00 p.m., in the Multi-Purpose Room, Gooding City Hall, 308 5th Avenue West, Gooding, Idaho. The hearing will be held in accordance with provisions of Chapter 2 and 17, Title 42 and Chapter 52, Title 67, of the IDAHO CODE and adopted Rules of Practice and Procedure of the Department of Water Resources. Opportunity shall be afforded all parties to respond and present evidence and argument on all issues involved. A pre-hearing conference may be held beginning at the above set time and prior to the hearing.

DATED This 4 day of August, 1982.

Loren O Holmes

LOREN O. HOLMES
Southern Region Supervisor

CONFERENCE AND HEARING INFORMATION

IN THE MATTER OF APPROVAL OF AN APPLICATION FOR PERMIT

In accordance with IDAHO CODE, Section 42-203, the following issues are involved in the consideration of the application and protest(s):

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

Any party may request in writing five (5) days before any hearing that the oral proceedings thereof be taken in the form of stenographic notes at the expense of the requesting party. Any party may have such stenographic notes of the oral proceedings, or part thereof, transcribed at his own expense. A taped record of the proceedings will be maintained for the appeal period.

If the hearing is conducted by a hearing officer appointed by the Director, rather than the Director himself, a proposed decision will be submitted to the parties and the parties may be afforded an opportunity to file exceptions to the proposed decision and present briefs and oral arguments to the Director prior to the issuance of a final decision by the Director. This proceudre is required by IDAHO CODE, Section 42-1701A.

The parties by written stipulation may waive their right to a proposed decision, however, the failure of either party to waive a proposed decision will not prejudice the Director's review of a party's evidence and arguments. However, such a waiver will shorten the decision-making process and may expedite substantially the issuance of a final decision. Whether compliance with Section 42-1701A is waived will not affect a party's right to petition for a rehearing of the final decision pursuant to Rule 11 of the Department's Rules of Practice and Procedure or affect a party's right to appeal the final decision to the district court.

Under the provision of IDAHO CODE, Sections 42-1701A and 67-5215, any court review of the Department's decision on appeal shall be confined to the record created before the Department.

Failure to appear at the time and place set for hearing by the applicant or protestant(s) may allow the Department to dismiss without prejudice the protest(s) or the application. Any and all cost incurred by reason of such non-appearance may be assessed against such non-appearing parties.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

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

August 4, 1982

Isabel Cahoon - Deputy
Gooding City Hall
308 5th Ave. West
Gooding, Idaho 83330

Dear Mrs. Cahoon:

This is to confirm the use of the Multi-purpose Room of the Gooding City Hall for conference and/or hearing to be held by this office on Tuesday, August 31, 1982 at 9:30 a.m., and 1:00 p.m.

Thank you for your cooperation in this matter.

Very truly yours,

Mary A. Hill
Secretary

for

Loren O. Holmes
Southern Region Supervisor

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

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

July 1, 1982

Isabel Cahoon - Deputy
Gooding City Hall
308 5th Ave. West
Gooding, Idaho 83330

Dear Mrs. Cahoon:

This is to confirm the use of the conference room of the Gooding City Hall for conference and/or hearing to be held by this office on Monday, July 26 at 1:30 p.m., Wednesday, July 28, at 9:30 a.m., and 1:30 p.m., Thursday, July 29, at 9:30 a.m., and 1:00 p.m., and Friday, July 30, at 10:00 a.m.

Thank you for your cooperation in this matter.

Very truly yours,

Mary A. Hill
Secretary

for

Loren O. Holmes
Southern Region Supervisor

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Southern Region Office
1041 Blue Lakes Blvd. North
83301

CLAIM CHECK NO.

☐ HOLD

DATE
7/2/82
1ST NOTICE
7/14/82
2ND NOTICE
7/19/82
RETURN

Detached from
PS Form 3849-A
May 1979

CERTIFIED MAIL

NO. 1

RETURN RECEIPT REQUESTED

George Lemmon
Cold Springs, Inc.
Rt 1 Box 218
~~Buhl, Idaho~~ 83316

Hagerman

RECEIVED
JUL 20 1982
Department of Water Resources
Southern District Office

Maild Hagerman, id
7/20/82



CLAIM CHECK NO.
615921

☐ HOLD

DATE

1ST NOTICE

2ND NOTICE

RETURN

Detached from
PS Form 3849-A
May 1979

COLD SPRINGS, INC. 36-7066

PS Form 3811, Dec. 1980

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● **SENDER:** Complete items 1, 2, 3, and 4.
Add your address in the "RETURN TO" space on reverse.

(CONSULT POSTMASTER FOR FEES)

*1. The following service is requested (check one).

☒ Show to whom and date delivered ..... ¢

☐ Show to whom, date, and address of delivery.. ¢

2. ☐ RESTRICTED DELIVERY ¢
(The restricted delivery fee is charged in addition to the return receipt fee.)

TOTAL $

3. ARTICLE ADDRESSED TO:
% Geo. Lemmon
Cold Springs, Inc.
Rt 1 Box 218
Buhl, Idaho 83316

4. TYPE OF SERVICE:
☐ REGISTERED ☐ INSURED
☐ CERTIFIED ☐ COD
☐ EXPRESS MAIL

ARTICLE NUMBER
/

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE ☐ Addressee ☐ Authorized agent

Geo. H. Lemmon

5. DATE OF DELIVERY
7-21-82

POSTMARK
JUL 21 1982
HAGERMAN

6. ADDRESSEE'S ADDRESS *(Only if requested)*

7. UNABLE TO DELIVER BECAUSE:

7a. EMPLOYEE'S INITIALS

UNITED STATES POSTAL SERVICE
OFFICIAL BUSINESS

SENDER INSTRUCTIONS

Print your name, address, and ZIP Code in the space below.

- Complete items 1, 2, 3, and 4 on the reverse.
- Attach to front of article if space permits, otherwise affix to back of article.
- Endorse article "Return Receipt Requested" adjacent to number.

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

U.S. MAIL

RETURN

RECEIVED
JUL 22 1982
Department of Water Resources
Southern District Office

IDAHO DEPARTMENT OF WATER RESOURCES
SOUTHERN DISTRICT OFFICE
1041 BLUE LAKES BLVD. NORTH
TWIN FALLS, IDAHO 83301

(Name of Sender)

(Street or P.O. Box)

(City, State, and ZIP Code)

COLD SPRINGS, INC. 36-7066

PS Form 3811, Dec. 1980

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● **SENDER:** Complete items 1, 2, 3, and 4.
Add your address in the "RETURN TO" space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one).

- [X] Show to whom and date delivered ..... ¢
- [ ] Show to whom, date, and address of delivery.. ¢
- [ ] **RESTRICTED DELIVERY** ¢
  (The restricted delivery fee is charged in addition to the return receipt fee.)

TOTAL $

3. **ARTICLE ADDRESSED TO:**

Earl Hardy
1301 Vista Ave.
Boise, Idaho 83705

4. **TYPE OF SERVICE:**
- [ ] REGISTERED [ ] INSURED
- [ ] CERTIFIED [ ] COD
- [ ] EXPRESS MAIL

ARTICLE NUMBER

2

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE [ ] Addressee [ ] Authorized agent

Melanie Tibbs

5. **DATE OF DELIVERY**

7-2-82

POSTMARK

801

6. **ADDRESSEE'S ADDRESS** *(Only if requested)*

7. **UNABLE TO DELIVER BECAUSE:**

7a. **EMPLOYEE'S INITIALS**

UNITED STATES POSTAL SERVICE
OFFICIAL BUSINESS

SENDER INSTRUCTIONS

Print your name, address, and ZIP Code in the space below.

- Complete items 1, 2, 3, and 4 on the reverse.
- Attach to front of article if space permits, otherwise affix to back of article.
- Endorse article "Return Receipt Requested" adjacent to number.

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

U.S.MAIL

RETURN TO

IDAHO DEPARTMENT OF WATER RESOURCES
SOUTHERN DISTRICT OFFICE
1041 BLUE LAKES BLVD. NORTH
TWIN FALLS, IDAHO 83301

(Name of Sender)

(Street or P.O. Box)

(City, State, and ZIP Code)

RECEIVED
JUL 6 1992
Department of Water Resources
Southern District Office

ACCEPTANCE OF REGISTERED, INSURED, C.O.D. AND CERTIFIED MAIL

NAME AND ADDRESS OF SENDER: Cold spgs 36-7066 7/.82

Indicate type of mail
- ☐ Registered
- ☐ Insured
- ☐ COD
- ☐ Certified

I certify that we have
- ☐ Commercial Insurance
- ☐ A deductible clause of $

Affix stamp here if issued as certificate of mailing or for additional copies of this bill.
POSTMARK AND DATE OF RECEIPT

LINE	NUMBER OF ARTICLE	NAME OF ADDRESSEE, STREET, AND POST-OFFICE ADDRESS	POSTAGE	FEE	Handling Charge	Actual Value (If Registered)	DUE SENDER IF C.O.D.	R. R. FEE	S.D. FEE	S. H. FEE	REST. DEL. FEE / REMARKS
1	1	Cold spgs, inc	20	60	75						
2	2	Neil Hardy									
3	831-4906										
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											

TOTAL NUMBER OF PIECES LISTED BY SENDER	TOTAL NUMBER OF PIECES RECEIVED AT POST OFFICE	*POSTMASTER, PER (Name of receiving employee)*
2		

The full declaration of value is required on all domestic and international registered mail. Commercial Insurance—Payment of the full registry fee is required on articles valued up to $1,000 or the full amount of the deductible if the deductible exceeds $1,000. The maximum indemnity payable is $25,000 for registered mail, $400 for COD and $400 for insured mail. Special handling charges apply only to third- and fourth-class parcels. Special delivery service also includes special handling service.

PS Form 3877 April 1980

FORM MUST BE COMPLETED BY TYPEWRITER, INK OR BALL POINT PEN

☆ U.S. GOVERNMENT PRINTING OFFICE : 1980 O - 317-867

Re: COLD SPRINGS, INC.

Place: Gooding City Hall - 308 5th Ave. West, - Gooding, Idaho

Date: Friday, July 30, 1982, - 10:00 a.m.

Hearing Officer _____

Assisted by _____

ROSTER OF ATTENDANCE

Name	Address	Representing

BEFORE THE DEPARTMENT OF WATER RESOURCES

OF THE

STATE OF IDAHO

IN THE MATTER OF PROTESTS AGAINST APPROVAL OF THE AMENDMENT OF WATER RIGHT PERMIT NO. 36-7066 IN THE NAME OF COLD SPRINGS, INC.	NOTICE OF CONFERENCE AND/OR HEARING

On October 5, 1978, Cold Springs, Inc., of Buhl, Idaho filed with the Department of Water Resources an application to amend permit No. 36-7066. On November 6, 1978, the Department received a protest against approval of said application from John A. Rosholt, attorney, in behalf of Earl M. Hardy.

The Department has set the matter of protest for hearing on Friday, July 30, 1982, at 10:00 a.m., at the Gooding City Hall, 308 5th Avenue West, Gooding, Idaho. The hearing will be held in accordance with provisions of Chapter 2 and 17, Title 42 and Chapter 52, Title 67, of the IDAHO CODE and adopted Rules of Practice and Procedure of the Department of Water Resources. Opportunity shall be afforded all parties to respond and present evidence and argument on all issues involved. A pre-hearing conference may be held beginning at the above set time and prior to the hearing.

DATED This 30 day of June, 1982.

Loren O Holmes

LOREN O. HOLMES
Southern Region Supervisor

December 24, 1980

Cold Springs, Inc.
c/o George Lemmon
Route 1, Box 218
Hagerman, ID 83332

Gentlemen:

Re: Permit No. 36-7066

Enclosed is a copy of the approved request for extension of time. The time within which to submit the statement of beneficial use is extended to June 1, 1983.

Also enclosed is receipt No. 17456 in the amount of $15.00.

Sincerely,

Rita Fleck
Sr. Secretary

Enclosure

INTER-DEPARTMENT MEMO

DATE 12/19/80

FROM Jim

TO RITA/GLEN

SUBJECT EVAUATION OF REQUEST FOR EXTESION OF TIME FOR PERMIT 36-7066

The attached calculations are based upon the position that development was delayed by the protested amendment filed on 10/5/1978. Therefore the extension should be approved with the proof to beneficial use due on or before

6/1/1983

SIGNATURE

10/5/1978 to 12/31/1978 = 87 days

1979 = 365 days

1980 = 365 days

1/1/1981 to 2/1/1981 = 31 days

848 days

2yrs 3mos 26 days 2.32 yrs

round to .32 = 3.87 mos

2yrs 4 mos .87mo = 26 days

2/1/1981 + 2yrs 4mos =

= 6/1/1983

December 1, 1980

CERTIFIED MAIL

138707

Cold Springs, Inc.
c/o George Lemmon
Route 1, Box 218
Hagerman, ID 83332

Gentlemen:

Re: Permit No. 36-7066

Enclosed is a copy of the Order reinstating Permit No. 36-7066 with no loss in priority and advancing the time within which to submit the statement of beneficial use to February 1, 1981. This is necessary since our first notice to you was not sent to the proper address.

One of the conditions of approval of your permit was that evidence of the extent of development must be submitted to this office on or before February 1, 1981 (pursuant to order). However, since there is a pending protested amendment on this permit, I assume that the project has not been totally completed and an extension of time may be needed. Enclosed is a partially completed application for extension of time for your potential use.

Please complete the extension request by indicating the amount of work, if any, completed, the amount of money spent, signing it, and returning the request with the $15.00 filing fee. The extension request must be received by this department on or before February 1, 1981, otherwise, the permit will lapse and be of no further force or effect within sixty days.

If you have questions, please feel free to contact me or our Southern Regional office at 734-3578.

Sincerely,

L. GLEN SAXTON
Chief, Operations Bureau

LGS:rf

Enclosures

WARNING

CANCELLED OR LAPSED

This permit has been officially CANCELLED or LAPSED.

Ninety days following the date of official action this file will be DESTROYED.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Statehouse
Boise, Idaho 83720

RECEIVED
APR 24 1980
Department of Water Resources

RETURNED TO SENDER

~~PRESORTED~~
FIRST-CLASS

BOISE IDAHO APR 22 '80 U.S. POSTAGE 15

Cold Springs, Inc.
P. O. Box 236
Hagerman, ID 83332

☐ Moved, left no address
☐ No such number
☐ Moved, not forwardable
☒ Addressee unknown

NOT For School

State of Idaho
DEPARTMENT OF WATER RESOURCES
STATE OFFICE, 373 W. Franklin Street, Boise, Idaho

JOHN V. EVANS
Governor

C. STEPHEN ALLRED
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 384-2215

April 22, 1980

Cold Springs, Inc.
P. O. Box 236
Hagerman, ID 83332

Gentlemen: Re: Permit No. 36-7066

You are hereby notified that under the provisions of Section 42-218a of the Idaho Code, the above referenced permit has lapsed since you have not notified us that you have completed the project by the date required on your permit. You were provided a form for that purpose in our notice to you dated January 31, 1980.

Your permit cannot be reinstated unless you submit the proof of beneficial use postcard, enclosed, or show other reasonable cause why the permit should be reinstated within 60 days from the date of this lapse notice.

C. STEPHEN ALLRED
Director

CSA:rf

Enclosure

CERTIFICATION OF MAILING
I hereby certify that on 4/29/80 a copy of this document was deposited in the United States mail, postage prepaid addressed to the individual named above.
Rita [illegible]

DALE CLEMONS
LOUIS H. COSHO
HOWARD HUMPHREY
MAX A. EIDEN, JR.
RANDALL C. FREDRICKS
R. MICHAEL SOUTHCOMBE

CLEMONS, COSHO & HUMPHREY
COUNSELLORS AND ATTORNEYS AT LAW
1110 BANK OF IDAHO BUILDING
BOISE, IDAHO 83702

TELEPHONE (208) 344-7811

RICHARD H. GREENER
PAUL T. BAIRD
FREDRIC V. SHOEMAKER
STANLEY W. WELSH
ALAN D. CAMERON II
BRUCE M. PERRY

February 12, 1980

Mr. John Hepworth 734-7510
Hepworth, Nungester & Felton
P. O. Box 389
Twin Falls, Idaho 83301

Re: Clear Lakes Trout Company vs. Clear Springs Trout Company

Dear John:

I have dictated the new agreement, and I should have it down to you very shortly.

This is also to confirm our understanding that the hearing on the application of Cold Springs for change of diversion under Application No. 36-7066, which was originally scheduled for February 20, has been continued indefinitely.

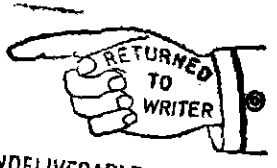
Best regards,

Randall C. Fredricks

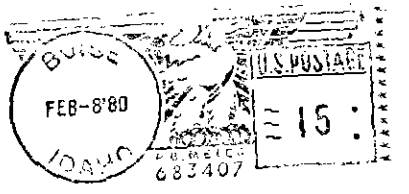
mb
cc: Mr. Earl Hardy
Idaho Department of
Water Resources
Southern Region
Mr. Robert C. Weaver

COPY

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
tehouse
Boise, Idaho 83720



UNDELIVERABLE AS ADDRESSED
UNABLE TO FORWARD



RECEIVED
FEB 18 1980
Department of Water Resources

Cold Springs, Inc.
P. O. Box 326
Buhl, ID 83332

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

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

February 12, 1980

Earl Hardy
1301 Vista Ave.
Boise, ID 83705

Re: Application for Amendment 36-7066- Cold Springs Inc.

Dear Mr. Hardy:

This will confirm that the conference and/or hearings scheduled for February 20, 1980, on the above referenced matter has been cancelled.

Yours very truly,

Allen Merritt
Senior Water Resource Analyst

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

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

February 12, 1980

Robert C. Weaver, Atty
130 N. Broadway
Buhl, ID 83316

Re: Application for Amendment 36-7066-Cold Springs Inc.

Dear Mr. Weaver:

This will confirm that the conference and/or hearings scheduled for February 20, 1980, on the above referenced matter has been cancelled.

Yours very truly,

Allen Merritt
Senior Water Resource Analyst

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

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

February 12, 1980

Brent Martens, Atty
P.O. Box 589
Buhl, ID 83316

Re: Application for Amendment 36-7066-Cold Springs Inc.

Dear Mr. Martens:

This will confirm that the conference and/or hearings scheduled for February 20, 1980, on the above referenced matter has been cancelled.

Yours very truly,

Allen Merritt
Senior Water Resource Analyst

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

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

February 12, 1980

George Lemmon
Rt. 1 Box 218
Hagerman, ID 83332

Re: Application for Amendment 36-7066-Cold Springs Inc.

Dear Mr. Lemmon:

This will confirm that the conference and/or hearings scheduled for February 20, 1980, on the above referenced matter has been cancelled.

Yours very truly,

Allen Merritt
Senior Water Resource Analyst

BEFORE THE DIRECTOR OF THE DEPARTMENT OF WATER RESOURCES

OF THE

STATE OF IDAHO

IN THE MATTER OF PROTEST AGAINST APPROVAL OF THE APPLICATION FOR PERMIT NO. 36-7066 IN THE NAME OF COLD SPRINGS, INC.	NOTICE OF CONFERENCE AND/OR HEARING

On October 5, 1978, Cold Springs, Inc., filed with the Department of Water Resources an application to appropriate the public waters of the State of Idaho. On November 6, 1978, the Department received a protest against approval of said application from John A. Rosholt, Attorney at Law, in behalf of Earl M. Hardy.

The Department has set the matter of protest for conference and/or hearing for Wednesday, February 20, 1980, at 10:00 a.m., in the Commissioner's room of the Gooding County Courthouse, Gooding, Idaho. Any hearing will be held in accordance with provisions of Chapter 2, Title 42, and Chapter 52, Title 67, of the Idaho Code and adopted Rules of Practice and Procedure of the Department of Water Resources. Opportunity shall be afforded all parties to respond and present evidence and argument on all issues involved.

In accordance with Idaho Code, Section 42-203, the following issues are involved in the consideration of the application and protest:

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

Any party may request in writing five (5) days before any hearing that the oral proceedings thereof be taken in the form of stenographic notes at the expense of the requesting party. Any party may have such stenographic notes of the oral proceedings, or part thereof, transcribed at his own expense. A taped record of the proceedings will be maintained for the appeal period.

If the hearing is conducted by a hearing officer appointed by the Director, rather than the Director himself, a proposed decision will be submitted to the parties and the parties will be afforded an opportunity to file exceptions to the proposed decision and present briefs and oral arguments to the Director prior to the issuance of a final decision by the Director. This procedure is required by Idaho Code, Section 67-5211.

By written stipulation, the parties may waive compliance with Idaho Code, Section 67-5211. If the hearing is conducted by a hearing officer, the hearing officer will ask the parties at the close of the hearing whether they would like to make such a stipulation.

Failure to waive compliance with Idaho Code, Section 67-5211 will not prejudice the Director's review of a party's evidence and arguments. However, such a waiver will shorten the decision-making process and may expedite substantially the issuance of a final decision. Whether compliance with Section 67-5211 is waived will not affect a party's right to petition for a rehearing of the final decision pursuant to Rule 11 of the Department's Rules of Practice and Procedure or affect a party's right to appeal the final decision to the District Court.

Failure to appear at the time and place set for hearing by the applicant or protestant may allow the Department to dismiss without prejudice the protest or the application. Any and all cost incurred by reason of such non-appearance may be assessed against such non-appearing parties.

DATED This 1st day of February, 1980.

Loren O Holmes

LOREN O. HOLMES
Southern Region Supervisor

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Southern Region Office
1041 Blue Lakes Blvd. North
Twin Falls, Idaho 83301

RETURNED TO SENDER
REASON CHECKED
Unclaimed
Unknown
No such street
No such office in state
Do not remail (this envelope)

TWIN FALLS, ID
FEB 1
1980
83301



317

George Lemmon
Cold Springs, Inc.
P. O. Box 326
Buhl, Idaho 83316

RECEIVED
FEB 2 1980
Department of Water Resources
Southern District Office

CLAIM CHECK NO.
953878
HOLD
DATE
1ST NOTICE
2ND NOTICE
RETURN
Detached from PS Form 3849-A Feb. 1978

COLD SPRINGS, INC 36-7066

PS Form 3811, Jan. 1979

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one.)
- [X] Show to whom and date delivered.....¢
- [ ] Show to whom, date and address of delivery.....¢
- [ ] RESTRICTED DELIVERY
  Show to whom and date delivered.....¢
- [ ] RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery.$____

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
George Lemmon-Cold Spgs, Inc.
Box 326
~~Buhl, Idaho~~ 83316

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
Registered	317	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐Addressee ☐Authorized agent

4. DATE OF DELIVERY

POSTMARK BUHL, ID FEB 6 AM 1979 83316

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

GPO : 1979 289 646

Cold Springs, Inc. 36-7066

PS Form 3811, Jan. 1979

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

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1. The following service is requested (check one.)
   - [X] Show to whom and date delivered..... ¢
   - [ ] Show to whom, date and address of delivery.... ¢
   - [ ] RESTRICTED DELIVERY
     Show to whom and date delivered..... ¢
   - [ ] RESTRICTED DELIVERY.
     Show to whom, date, and address of delivery.$ ____

   (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:

Earl Hardy
1301 Vista Ave.
Boise, Idaho 83705

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	316	

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE ☐Addressee ☐Authorized agent

4. [signature]

DATE OF DELIVERY: FEB 4 1980

POSTMARK: FEB 4 1980

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆GPO : 1979-288-849

UNITED STATES POSTAL SERVICE

OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

U.S.MAIL

SENDER INSTRUCTIONS

Print your name, address, and ZIP Code in the space below.

- Complete items 1, 2, and 3 on the reverse.
- Attach to front of article if space permits, otherwise affix to back of article.
- Endorse article "Return Receipt Requested" adjacent to number.

RETURN TO

Department of Water Resources
Southern District Office

(Name of Sender)

IDAHO DEPARTMENT OF WATER RESOURCES
SOUTHERN DISTRICT OFFICE
1041 BLUE LAKES BLVD. NORTH
TWIN FALLS, IDAHO 83301

(Street or P.O. Box)

(City, State, and ZIP Code)

COLD SPGS INC. 36-7066

PS Form 3811, Jan. 1979

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

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   - ☐ Show to whom, date and address of delivery..... ¢
   - ☐ RESTRICTED DELIVERY
     Show to whom and date delivered..... ¢
   - ☐ RESTRICTED DELIVERY.
     Show to whom, date, and address of delivery.$____

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:

Robert C. Weaver - attorney
130 N. Broadway
Buhl, Idaho 83316

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	319	

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE ☐Addressee ☐Authorized agent

Frank

4. DATE OF DELIVERY 2/4/80

POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆GPO : 1979-288-848

UNITED STATES POSTAL SERVICE

OFFICIAL BUSINESS

SENDER INSTRUCTIONS

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PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

U.S.MAIL

RETURN TO

Department of Water Resources
Southern District Office

(Name of Sender)

IDAHO DEPARTMENT OF WATER RESOURCES
SOUTHERN DISTRICT OFFICE
1041 BLUE LAKES BLVD. NORTH
TWIN FALLS, IDAHO 83301

(Street or P.O. Box)

(City, State, and ZIP Code)

COLD SPGS INC. 36-7066

PS Form 3811, Jan. 1979

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

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  Show to whom, date, and address of delivery.$

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:

D. Brent Martens - attorney
Box 589
Buhl, Idaho 83316

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	318	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐Addressee ☐Authorized agent

X D. Brent Martens By ae

4. DATE OF DELIVERY POSTMARK

U.S. POSTAGE PAID FEB 4 1980 USPO

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

☆GPO : 1979-288-848

UNITED STATES POSTAL SERVICE

OFFICIAL BUSINESS

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RETURN TO

Department of Water Resources
Southern District Office

BUHL, ID 83316 FEB 4 1980

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

U.S. MAIL

FEB 5 1980

(Name of Sender)

IDAHO DEPARTMENT OF WATER RESOURCES
SOUTHERN DISTRICT OFFICE
1041 BLUE LAKES BLVD. NORTH
TWIN FALLS, IDAHO 83301

(Street and P.O. Box)

(City, State, and ZIP Code)

NAME AND ADDRESS OF SENDER: Cecil springs, inc

36-7066

Indicate type of mail
☐ REGISTERED ☐ COD
☐ INSURED ☐ CERTIFIED

I certify that we have
☐ Commercial Insurance
☐ A deductible clause of $

Affix stamp here if issued as certificate of mailing or for additional copies of this bill.
POSTMARK AND DATE OF RECEIPT

ACCEPTANCE OF REGISTERED, INSURED, C.O.D. AND SPECIAL DELIVERY MAIL

	NUMBER OF ARTICLE	NAME OF ADDRESSEE, STREET, AND POST-OFFICE ADDRESS	POSTAGE	FEE	Handling Charge	Actual Value (If Registered)	DUE SENDER IF C.O.D.	R. R. FEE	S. D. FEE	S. H. FEE	REST. DEL. FEE / REMARKS
1	316	earl hardy	15	80	45						
2	317	geo. lemmon, cecil spgs, inc									
3	318	robert c weaver } attorney									
4	319	d. brent martens }									
5	~~325~~	~~Jeff [illegible]~~									
6											
7											
8											
9											
10											
11											
12											
13		Lot lessees }									
14		d. brent martens }									
15											

TOTAL NUMBER OF PIECES LISTED BY SENDER	TOTAL NUMBER OF PIECES RECEIVED AT POST OFFICE	*POSTMASTER, PER (Name of receiving employee)*

The full declaration of value is required on all domestic and international registered mail. Commercial Insurance—Payment of the full registry is required on articles valued up to $1,000 or the full amount of the deductible if the deductible exceeds $1,000. The maximum indemnity payable is $10,000 for registered mail, $300 for COD and $200 for insured mail. Special handling charges apply only to third- and fourth-class parcels. Special delivery service also includes special handling service.

FORM MUST BE COMPLETED BY TYPEWRITER, INK OR BALL POINT PEN

☆USGPO: 1977 — 227-168

36-7066 - COLD SPRINGS

Commissioner's Room - Gooding County Courthouse - Gooding, Idaho

Thursday, February 20, 1980 - 10:00 a.m.

ROSTER OF ATTENDANCE

Name	Address	Representing

BEFORE THE DIRECTOR OF THE DEPARTMENT OF WATER RESOURCES

OF THE

STATE OF IDAHO

IN THE MATTER OF PROTEST AGAINST APPROVAL OF THE APPLICATION FOR PERMIT NO. 36-7066 IN THE NAME OF COLD SPRINGS, INC.	NOTICE OF CONFERENCE AND/OR HEARING

On October 5, 1978, Cold Springs, Inc., filed with the Department of Water Resources an application to appropriate the public waters of the State of Idaho. On November 6, 1978, the Department received a protest against approval of said application from John A. Rosholt, Attorney at Law, in behalf of Earl M. Hardy.

The Department has set the matter of protest for conference and/or hearing for Wednesday, February 20, 1980, at 10:00 a.m., in the Commissioner's room of the Gooding County Courthouse, Gooding, Idaho. Any hearing will be held in accordance with provisions of Chapter 2, Title 42, and Chapter 52, Title 67, of the Idaho Code and adopted Rules of Practice and Procedure of the Department of Water Resources. Opportunity shall be afforded all parties to respond and present evidence and argument on all issues involved.

In accordance with Idaho Code, Section 42-203, the following issues are involved in the consideration of the application and protest:

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

Any party may request in writing five (5) days before any hearing that the oral proceedings thereof be taken in the form of stenographic notes at the expense of the requesting party. Any party may have such stenographic notes of the oral proceedings, or part thereof, transcribed at his own expense. A taped record of the proceedings will be maintained for the appeal period.

If the hearing is conducted by a hearing officer appointed by the Director, rather than the Director himself, a proposed decision will be submitted to the parties and the parties will be afforded an opportunity to file exceptions to the proposed decision and present briefs and oral arguments to the Director prior to the issuance of a final decision by the Director. This procedure is required by Idaho Code, Section 67-5211.

By written stipulation, the parties may waive compliance with Idaho Code, Section 67-5211. If the hearing is conducted by a hearing officer, the hearing officer will ask the parties at the close of the hearing whether they would like to make such a stipulation.

Failure to waive compliance with Idaho Code, Section 67-5211 will not prejudice the Director's review of a party's evidence and arguments. However, such a waiver will shorten the decision-making process and may expedite substantially the issuance of a final decision. Whether compliance with Section 67-5211 is waived will not affect a party's right to petition for a rehearing of the final decision pursuant to Rule 11 of the Department's Rules of Practice and Procedure or affect a party's right to appeal the final decision to the District Court.

Failure to appear at the time and place set for hearing by the applicant or protestant may allow the Department to dismiss without prejudice the protest or the application. Any and all cost incurred by reason of such non-qppearance may be assessed against such non-appearing parties.

DATED This 1st day of February, 1980.

Loren O Holmes

LOREN O. HOLMES
Southern Region Supervisor

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

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

February 1, 1980

Sheriff
Gooding County
Gooding County Courthouse
Gooding, Idaho

Dear Sir:

This is to confirm the use of the commissioners room for conference and/or hearing to be held by this office on Wednesday, February 20, 1980 and Thursday, February 21, 1980 at 10:00 a.m.

Thank you for your cooperation in this matter.

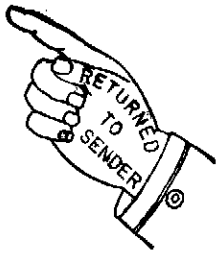
Very truly yours,

Mary A. Hill
Secretary

for

Loren O. Holmes
Southern Region Supervisor

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
[redacted]house
Boise, Idaho 83720



RECEIVED
FEB 6 1980
Department of Water Resources

BOISE
FEB-1'80
IDAHO
U.S. POSTAGE
PB METER
PB. 633226
95

Cold Springs, Inc.
P. O. Box 320
~~Hagerman~~, ID 83332

320

Buhl, ID 83332

☑ Moved, left no address
☐ No such number
☐ Moved, not forwardable
☒ Addressee unknown

101719

Not for Box 320

State of Idaho
DEPARTMENT OF WATER RESOURCES
STATE OFFICE, 373 W. Franklin Street, Boise, Idaho

JOHN V. EVANS
Governor

C. STEPHEN ALLRED
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 384-2215

January 31, 1980

101749

Cold Springs, Inc.
P. O. Box 326
Hagerman, ID 83332

Gentlemen:

One of the conditions of approval of your water Permit No. 36-7060 was that evidence of the extent of development must be submitted to this office on or before April 1, 1980. (See last page of your approved permit). Enclosed is a post card which may be used to submit the required proof of beneficial use.

If you have not fully completed your project, and you have not previously received an extension of time, you may request an extension of time provided the delay is for reasonable cause as indicated in Section 42-204, Idaho Code, amended. If you have been prevented from proceeding by a governmental agency or by litigation, more than one extension of time can be granted.

Either the beneficial use post card or a request for an extension of time must be received by this Department on or before the above mentioned date, otherwise, the permit will lapse and be of no further force or effect within 60 days.

Sincerely,

Rita Fleck

RITA FLECK
Sr. Secretary

Enc: 1

WEAVER & DYKAS
Attorneys at Law
130 N. BROADWAY
BUHL, IDAHO 83316
PHONE (208) 543-8268

ROBERT C. WEAVER

FRANK J. DYKAS
REGISTERED PATENT
TRADEMARK ATTORNEY

April 2, 1979

RECEIVED
APR 5 19[illegible]
Department of Water Resources
Southern District Office

Mr. Loren O. Holmes
Southern Region Supervisor
Department of Water Resources
1041 Blue Lakes Blvd. North
Twin Falls, ID 83301

Re: Protest of Application for Permit No. 36-7066 in the name of Cold Springs, Inc.

Dear Loren:

This letter will confirm our telephone conversation of March 30 regarding continuing the above entitled application protest until some time in the future.

I have spoken with Mr. Hepworth's secretary and he was in agreement to continue the matter as apparently he was going to be out of town on the 5th also.

If you would let me know when you are ready to reset it, I will get in contact with Mr. Hepworth to see what dates are available for all the parties.

Thank you for your attention to this matter.

Sincerely yours,

ROBERT C. WEAVER

RCW/bg

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

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

March 20, 1979

Magistrate Court
Gooding County Courthouse
624 Main Street
Gooding, Idaho 83330

Attn: Mary Godby

Dear Ms. Godby:

This is to confirm the use of the courtroom for conference and/or hearing to be held by this office on Thursday, April 5, 1979, at 10:00 a.m., and 1:00 p.m.

Thank you for your cooperation in this matter

Sincerely,

mary a. Hill

Mary A. Hill
Secretary

for

Loren O. Holmes
Southern Region Supervisor

36-7066 - Cold Springs

PS Form 11, Apr. 1977 RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
- ☒ Show to whom and date delivered ____¢
- ☐ Show to whom, date, and address of delivery ____¢
- ☐ RESTRICTED DELIVERY
  Show to whom and date delivered ____¢
- ☐ RESTRICTED DELIVERY
  Show to whom, date, and address of delivery $____
  (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Earl Hardy - 1301 Vista Ave.
Boise, Idaho 83705

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	094	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. Earl Hardy

DATE OF DELIVERY
MAR 2 1979

POSTMARK
MAR 1979

5. ADDRESS *(Complete only if requested)*

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆GPO: 1977—O—249-595

UNITED STATES POSTAL SERVICE
OFFICIAL BUSINESS

SENDER INSTRUCTIONS

Print your name, address, and ZIP CODE in the space below.

- Complete items 1, 2, and 3 on the reverse.
- Moisten gummed ends and attach to front of article if space permits. Otherwise affix to back of article.
- Endorse article "Return Receipt Requested" adjacent to number.

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

U.S. MAIL

RETURN TO

IDAHO DEPARTMENT OF WATER RESOURCES
SOUTHERN DISTRICT OFFICE
1041 BLUE LAKES BLVD. NORTH
TWIN FALLS, IDAHO 83301

(Name of Sender)

(Street or P.O. Box)

(City, State, and ZIP Code)

36-7066 = Cold Springs

PS Form 11, A... 1977 RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
- [X] Show to whom and date delivered . . . . . ¢
- [ ] Show to whom, date, and address of delivery . . ¢
- [ ] RESTRICTED DELIVERY
  Show to whom and date delivered . . . . . ¢
- [ ] RESTRICTED DELIVERY
  Show to whom, date, and address of delivery . $
  (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:

Cold Springs - % Geo Lemmon-Pres.
Rt. 1 - Box 218
Hagerman, ID 83332

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	093	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE [ ] Addressee [X] Authorized agent

4. Irene Lemmon
DATE OF DELIVERY
3-24-79

POSTMARK
HAGERMAN ID
MAR 26 1979
USPO

5. ADDRESS *(Complete only if requested)*

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆GPO: 1977—O—249-595

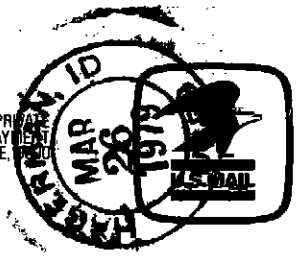
UNITED STATES POSTAL SERVICE
OFFICIAL BUSINESS

SENDER INSTRUCTIONS

Print your name, address, and ZIP CODE in the space below.

- Complete items 1, 2, and 3 on the reverse.
- Moisten gummed ends and attach to front of article if space permits. Otherwise affix to back of article.
- Endorse article "Return Receipt Requested" adjacent to number.

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300



RECEIVED
RETURN TO
MAR 28 1979
Department of Water Resources
Southern District

IDAHO DEPARTMENT OF WATER RESOURCES
SOUTHERN DISTRICT OFFICE
1041 BLUE LAKES BLVD. NORTH
TWIN FALLS, IDAHO 83301

(Name of Sender)

(Street or P.O. Box)

(City, State, and ZIP Code)

protest hearing 36-7066

Name and Address of Sender

Indicate type of mail:
☐ REGISTERED ☐ REGISTERED C.O.D.
☐ CERTIFIED

Affix stamp here if issued as certificate of mailing or for additional copies of this bill.
POSTMARK AND DATE OF RECEIPT

	NUMBER OF ARTICLE	NAME OF ADDRESSEE, STREET AND POST OFFICE ADDRESS	POSTAGE	FEE	R.R. FEE	RESTR. DEL. FEE	ACTUAL VALUE	HANDLING CHARGE	REMARKS*
1	093	Cold spgs. civic/Gov. Lemmons	15	80	45				
2	094	Jeane Hardy	15	80	45				
3									
4									
5									
6									
7									
8									
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10									
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TOTAL NO. OF PIECES LISTED BY SENDER | TOTAL NO. OF PIECES REC'D AT P.O. | POSTMASTER, PER (Name of receiving employee) | *Show under "Remarks" class postage paid if other than first or if international

PS Form 3877, Dec. 1973

APPLICATION FOR REGISTERED, REGISTERED C.O.D. AND CERTIFIED MAIL

(Declaration of value is required on international registered mail)

★ U. S. GOVERNMENT PRINTING OFFICE: 1974-0-529-786

FORM MUST BE MADE OUT IN INK OR BALL POINT PEN

36-7066 - COLD SPRINGS, INC./George Lemmon, President

Courtroom, Gooding County Courthouse, Gooding, Idaho

Thursday, April 5, 1979 - 10:00 a.m.

ROSTER OF ATTENDANCE

Name	Address	Representing

BEFORE THE DEPARTMENT OF WATER RESOURCES

OF THE

STATE OF IDAHO

In the Matter of Protest Against Approval of Application for Permit No. 36-7066 in the name of Cold Springs, Inc.

NOTICE OF CONFERENCE AND/OR HEARING

On October 5, 1978, Cold Springs, Inc., filed with the Department of Water Resources an application for amendment to appropriate the public waters of the State of Idaho. On November 6, 1978, the Department received protest against approval of said application from John A. Rosholt, Attorney at Law, in behalf of Earl M. Hardy.

The Department has set the matter of protest for conference and/or hearing for Thursday, April 5, 1979, at 10:00 a.m., in the Gooding County Courthouse, Gooding, Idaho. Any hearing will be held in accordance with the Rules and Regulations of the Idaho Code and adopted Rules of Practice and Procedure of the Department of Water Resources. Opportunity shall be afforded all parties to respond and present evidence and argument on all issues involved.

Any party desiring the taking of stenographic notes by a qualified court reporter must request such in writing at least five (5) days before the date set for hearing and must submit to the director the name of a qualified reporter who is available on the date set for hearing. The party requesting the reporter shall bear the expense of the reporter's attendance fees. A taped record of the proceedings will be maintained for the appeal period.

Failure to appear at the time and place set for hearing by the applicant or protestant may allow the Department without prejudice to dismiss the protest or the application. Any and all cost incurred by reason of such non-appearance may be assessed against such non-appearing parties.

Date this 20th day of March, 1979.

Loren O. Holmes

LOREN O. HOLMES
Southern Region Supervisor

by

Mary A. Hill
Secretary

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

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

November 16, 1978

Cold Springs, Inc.
P. O. Box 326
~~Buhl,~~ Idaho 83316

Hagerman

Re: Application for Amendment - #36-7066 - Cold Springs, Inc.

Gentlemen:

Enclosed is a copy of a protest filed against the issuance of a permit pursuant to your Application No. 36-7066. The Department suggests you contact the protestant directly in an effort to determine the nature of the protest and to attempt to resolve the protest.

If you do not advise us within twenty (20) days that the protest has been resolved, the matter will be scheduled for conference and/or hearing. At such a conference and/or hearing, the following are the principle items the Department can consider in either approving or denying an application for permit (Section 42-203, Idaho Code):

1. Will the proposed use reduce the quantity of water under existing water rights?

2. Is the proposed water supply insufficient for the purposes intended?

3. Is the application made in good faith or for delay or speculative purposes?

4. Has the applicant sufficient financial resources with which to complete the project?

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

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

Sincerely,

LOREN O. HOLMES
Southern Region Supervisor

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

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

November 16, 1978

John A. Rosholt
Parry, Robertson, Daly & Larson
Attorneys at Law
P. O. Box 1906
Twin Falls, Idaho 83301

Re: Application for Amendment - #36-7066 - Cold Springs, Inc.

Dear Mr. Rosholt:

Your protest against the approval of the above-referenced application submitted in behalf of Earl Hardy has been received and a copy has been sent to the applicant. The Department suggests you contact the applicant directly in an effort to determine what is proposed by the application and to attempt to resolve the protest.

If you do not advise us within twenty (20) days that the protest has been resolved, the matter will be scheduled for conference and/or hearing. At such a conference and/or hearing, the following are the principle items the Department can consider in either approving or denying an application for permit (Section 42-203, Idaho Code):

1. Will the proposed use reduce the quantity of water under existing water rights?

2. Is the proposed water supply insufficient for the purpose intended?

3. Is the application made in good faith or for delay or speculative purposes?

4. Has the applicant sufficient financial resources with which to complete the project?

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

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

Sincerely,

LOREN O. HOLMES
Loren O. Holmes
Southern Region Supervisor

LOH:marya

John A. Rosholt
PARRY, ROBERTSON, DALY & LARSON
P. O. Box 1906
Twin Falls, Idaho 83301
Telephone: (208) 733-3722

RECEIVED
NOV 6 1978
Department of Water Resources
Southern District Office

BEFORE THE DEPARTMENT OF WATER RESOURCES

OF THE STATE OF IDAHO

* * * * * * *

In the Matter of	)	PROTEST OF APPLICATION
	)	FOR AMENDMENT TO
Permit No. 36-7066.	)	PERMIT NO. 36-7066

* * * * * * *

COMES NOW Earl M. Hardy, by and through his attorneys Parry, Robertson, Daly & Larson, and pursuant to the provisions of Idaho Code §42-211, protest the application for amendment to Permit No. 36-7066 as follows:

1. Your petitioner is the owner of approved Idaho Water Permit No. 36-7091 which entitles petitioner to the use of certain waters from Box Canyon Springs in Gooding County for fish propagation purposes with a priority date of October 27, 1969.

2. Permit No. 36-7066 was originally issued with a priority date of November 26, 1969.

3. The above two permits 36-7066 and 36-7091 were the subject of a contested hearing which resulted in an order of the Department on April 28, 1971. The District Court and the Idaho Supreme Court affirmed the Department's position.

4. Protestant also holds Idaho Water Permit No. 36-7334 which indicates that the intended place of diversion for 600 c/f/s of the water is also at the same point applicant

identifies as SW¼ NE¼, and SE¼ NE¼, Section 28, Township 8 South, Range 14, East, Boise Meridian, Gooding County, Idaho.

5. Your protestant will be injured within the definition of Idaho Code §42-211 if this amendment to the change in the point of diversion is allowed, because your protestant is entitled to rely on the conditions as they existed at the time Permit No. 36-7334 was issued. The Idaho Supreme Court in Lemmon & Standal v. Hardy & Kaster, 95 Idaho 778 (1974), is precedent for denying said application for amendment because Protestant is entitled to rely on the possibility that permit holder of 36-7066 could not develop pursuant to the originally issued permit.

6. The approval of the amendment would injure the protestant by allowing the permit holder to develop and use water which is otherwise impossible for use by the permit holder under 36-7066 under the conditions of the present permit. Although such contemplated use would be non-consumptive if the amendment were approved, to permit the amendment and the use would also injure the Protestant by reducing the quantity of water available to this protestant under Permit No. 36-7091 and 36-7334.

7. Since permit holder has not filed final plans with the Department with the application for amendment, protestant should also have an opportunity to review such plans when filed and submit additional data in opposition thereto.

WHEREFORE, petitioner requests the Department to deny the application to amendment for Permit No. 36-7066.

PARRY, ROBERTSON, DALY & LARSON

By Travis A. Rossacc
Attorneys for Petitioner

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

EARL M. HARDY, being first duly sworn on oath, says:

That he is the protestant to the Application to Amend Permit No. 36-7066 in the foregoing action; that he has read the above and foregoing Petition, knows the contents thereof, and states that to his best information, knowledge and belief that the facts contained therein are true.

Earl M Hardy
EARL M. HARDY

SUBSCRIBED and SWORN to before me this 3rd day of November, 1978.

Joan A. Roskelley
NOTARY PUBLIC FOR IDAHO
Residing at Twin Falls, Idaho

October 12, 1978

Times News
P. O. Box 548
Twin Falls, Idaho 83301

Re: Notice of Amendment to Water Permit - 36-7066 - Cold Springs, Inc.

Gentlemen:

Enclosed you will find a legal notice which we wish to have published once a week for two consecutive weekly issues of your newspaper. We have inserted the publication dates allowing ample time for you to submit us a galley proof for review before publication.

After sending us a galley proof, proceed with the publication on the dates we have inserted, assuming the notice is correct. If we have any corrections, we will notify you before the first publication. If you cannot publish the notice on the proposed dates, please contact us immediately.

In order to receive payment, an affidavit of publication must be submitted to the Department along with the publication bill.

Sincerely,

Mary A. Hill
Secretary

for

Loren O. Holmes
Southern Region Supervisor

Encl:

Bill submitted: _____

NOTICE OF AMENDMENT

TO WATER PERMIT

Notice is hereby given that Cold Springs, Inc., Buhl, Idaho, has approved Permit No. 36-7066, priority date November 26, 1969, by the Department of Water Resources authorizing the diversion of 400 cubic feet of water per second from Box Springs and Blind Canyon Springs in the NW¼NE¼, NW¼SE¼, Sec. 28, Twp. 8S, Rge. 14E, B.M., Twin Falls County, to be used for fish propagation purposes in the SW¼SW¼, Sec. 20; N½NW¼, Sec. 29; NW¼SE¼, Sec. 28, Twp. 8S, Rge. 14E, B.M.

On October 5, 1978, the Department received an Application for Amendment from the permit holder proposing to amend the permit as follows: Point of diversion: NW¼NE¼, Sec. 28, Twp 8S, 14E, B.M. Other points of diversion, SW¼NE¼; SE¼NE¼, Sec. 28, Twp 8S, Rge. 14E, B.M., for fish propagation purposes from Jan. 1 to Dec. 1. Place of use: Government Lot 4; NW¼SE¼, Sec. 28; N½NW¼, Sec. 29, Twp. 8S, Rge. 14E, B.M.

Any protest against approval of the amending of Permit No. 36-7066 as set forth above must be filed with the Idaho Department of Water Resources, 1041 Blue Lakes Blvd. North, Twin Falls, Idaho, 83301 on or before November 6, 1978.

C STEPHEN ALLRED
Director

Published in the Times News at Twin Falls, Idaho, on Oct 19, and Oct. 26, 1978.

Need galley proof .....

NOTICE IF AMENDED APPLICATION FOR PERMIT

Notice is hereby given that application for permit no. 36-7066 in the name of George Lemmon and Norman Standal was filed for the diversion of 400.0 cfs water from Box Canyon Creek (380.0 cfs) and Blind Canyon Creek (20.0 cfs) to be diverted within the SW¼NE¼ (2 points) of Sec. 28, T. 8S, R. 14E, B.M., Gooding County, to be used from January 1 to December 31 for fish propagation purposes and from April 1 to October 31 for irrigation in Lots 2, 3, 4, 5 and 7 of Sec. 28, T. 8S, R. 14E, B.M.

The applicants now propose to amend application no. 36-7066, requesting 400.0 c.f.s. of water from Box Canyon Creek and Blind Canyon Spring to be diverted within the NW¼NE¼ and NW¼SE¼ of Sec. 28, T. 8S, R. 14E, B.M., Gooding County, from January 1 to December 31 for fish propagation purposes in the SW¼SW¼ of Sec. 20, N½NW¼ of Sec. 29 and NW¼SE¼ of Sec. 28, T. 8S, R. 14E, B.M.

Any protests to the proposed amending of this application may be filed with the Idaho Department of Reclamation within ten days from the last date of publication of this notice.

R. Keith Higginson
State Reclamation Engineer

12-11-2tc

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

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

October 11, 1978

Hepworth, Nungester and Felton
Attorneys at Law
P. O. Box 589
Buhl, Idaho
Attn: D. Brent Martens

Re: Application for Amendment - #36-7066 - Cold Springs, Inc.

Dear Mr. Martens:

Enclosed is your receipt No. 12338 for check No. 92-274 in the amount of $20.00 for the above referenced Application for Amendment, which was received in this office October 10, 1978.

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

Sincerely,

Mary A. Hill
Secretary

for

Loren O. Holmes
Southern Region Supervisor

Encl:

LAW OFFICES
HEPWORTH, NUNGESTER, AND FELTON
PROFESSIONAL CENTER — 1020 MAIN
POST OFFICE BOX 589
BUHL, IDAHO 83316

RECEIVED
OCT 10 1978
Department of Water Resources
Southern District Office

TELEPHONE
(208) 543-4368

OUR FILE NUMBER

JOHN C. HEPWORTH
WM. L. NUNGESTER
MICHAEL H. FELTON
D. BRENT MARTENS
JEFFREY E. ROLIG

October 2, 1978

RECEIVED
OCT 5 1978
Department of Water Resources

Idaho Department of Water Resources
373 West Franklin
Boise, Idaho 83707

RE: Permit No. 36-7066
Cold Springs, Inc.

Gentlemen:

Enclosed for filing is an Application For Amendment of the above water permit. Also enclosed is our check in the amount of $20.00 to cover your filing fee.

Sincerely yours,

HEPWORTH, NUNGESTER & FELTON

Brent Martens

D. Brent Martens

lb

Enclosures

June 5, 1975

Re: Permit No. 36-7066

Cold Springs, Inc.
c/o George Lemmon, President
Hagerman, Idaho 83332

Dear Mr. Lemmon:

Enclosed is a copy of the approved application for extension of time in connection with the above referenced permit.

The time within which to submit proof of beneficial use of water has been extended to April 1, 1980.

Sincerely,

D. DARLENE REICH
Water Rights Supervisor

DDR:JFR

Enclosure

January 31, 1975 CERTIFIED MAIL

26467
Card not returned

Re: Permit No. 36-7066

Cold Springs, Inc.
Attn: Frederick L. Gettelman, Secretary
P. O. Box 326
Hagerman, ID 83332

Dear Mr. Gettelman:

One of the conditions of approval of your water Permit No. 36-7066 (see last page of your approved permit) 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 15, 1975. Enclosed is an affidavit form which must be used to submit the required proof of beneficial use.

If you have not fully completed your project, and you have not previously received an extension of time, you may request an extension of time provided the delay is for reasonable cause as indicated in Section 42-204, Idaho Code, amended. If you have been prevented from proceeding by a governmental agency or by litigation, more than one extension of time can be granted.

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

R. Keith Higginson

R. KEITH HIGGINSON
Director

RKH:jg
Enc: Proof affidavit

October 29, 1973

Mr. John A. Rosholt
Parry, Robertson, Daly & Larson
Lawyers
The Idaho First National Bank Building
P. O. Box 525
Twin Falls, Idaho 83301

Re: Permit No. 36-7091

Dear John:

Thank you for your letter concerning Permit No. 36-7091. I agree with you that the matter recently argued before the Supreme Court will have a direct bearing upon any decision that we might make concerning the priority and disposition of the amendment proposed by Mr. Hardy and Mr. Kaster concerning their permit. We will therefore mark our file that the matter is in litigation and no further action will be taken on the amendment request until we have the Supreme Court's decision in the above matter.

Very truly yours,

R. KEITH HIGGINSON
Director

RKH:mjr

September 10, 1973

Earl M. Hardy & Richard Kaster
1340 Vista Avenue
Boise, Idaho 83705

Re: Permit No. 36-7091

Gentlemen:

I am again writing concerning your Permit No. 36-7091 appliaation for amendment which was received in this office on May 9, 1973. When Mr. Hardy visited this office, we discussed the purpose of the amendment, but we failed to clarify the status of negotiations which are apparently underway between yourselves and Clear Springs Trout Company or others concerning this proposed development. Until such time as we have received, in writing, a clear statement of your intentions, it will not be possible for us to act on the amendment. You should also be aware that it is possible that amendment of the application may affect its priority as you are aware has happened on other filings from this source.

Very truly yours,

R. KEITH HIGGINSON
Director

RKH:mjl

July 24, 1973

Earl M. Hardy & Richard Kaster
1340 Vista Avenue
Boise, Idaho 83705

Gentlemen: Re: Permit No. 36-7091

You recently applied for an amendment to your water permit, No. 36-7091. You apparently propose to add an additional point of diversion approximately one quarter mile upstream in Box Canyon above your present location.

As you well know, construction in Box Canyon has become very controversial and this office has received almost daily inquiries concerning the authority under which you have proceeded thus far. It is my understanding that you are negotiating for the sale of water filings and land rights to some other organization which has applied to the BLM for a right-of-way for diversion at a lower point in the Canyon. I'm therefore requesting that you advise as to your intention concerning this new diversion. Do you seriously intend to construct a diversion facility at the new point, or is the application made simply to apply pressure to the BLM to get them to grant you the right-of-way in connection with your negotiated arrangement with the company which will build the facilities?

Very truly yours,

R. KEITH HIGGINSON
Director

RKH;mjl