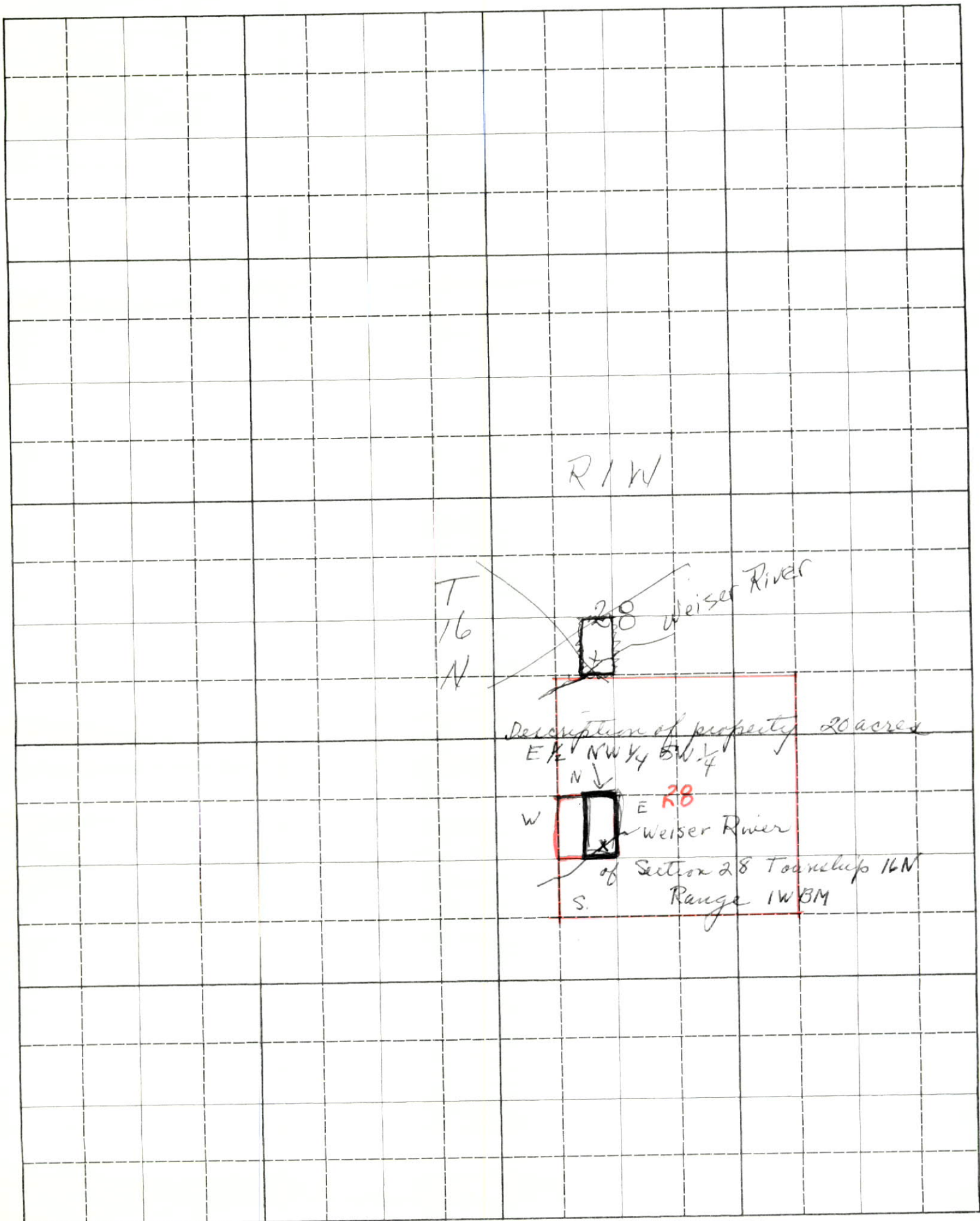


11. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



Scale: 2 inches equal 1 mile.

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

James Dodge
(Applicant)
Leonard Carson

50

Ho/
10

20 21
29 28

stephen
PEEBLES

Old Spring 2

McCollom
% Jemima

Perry McCollom
Carlson
Dodge

Rich Henderson
% Kevin A. Stover

Carlson
Dodge

Carlson
Dodge

Perry McCollom
% Gregory Eich

29 28
32 33

STATE

RECORDED

20 21
29 28

Legal description of Dodge / Carlson 20 acres
E $\frac{1}{2}$, NW $\frac{1}{4}$, SW $\frac{1}{4}$, Section 28, T 16N, R 1W BM
U. S.

N
W Perry A. MacCollom
E Weiser R.
Jack Sheppard

20 acres
Dodge/
Carlson
May 30/78

F.B. Reed
Henderson

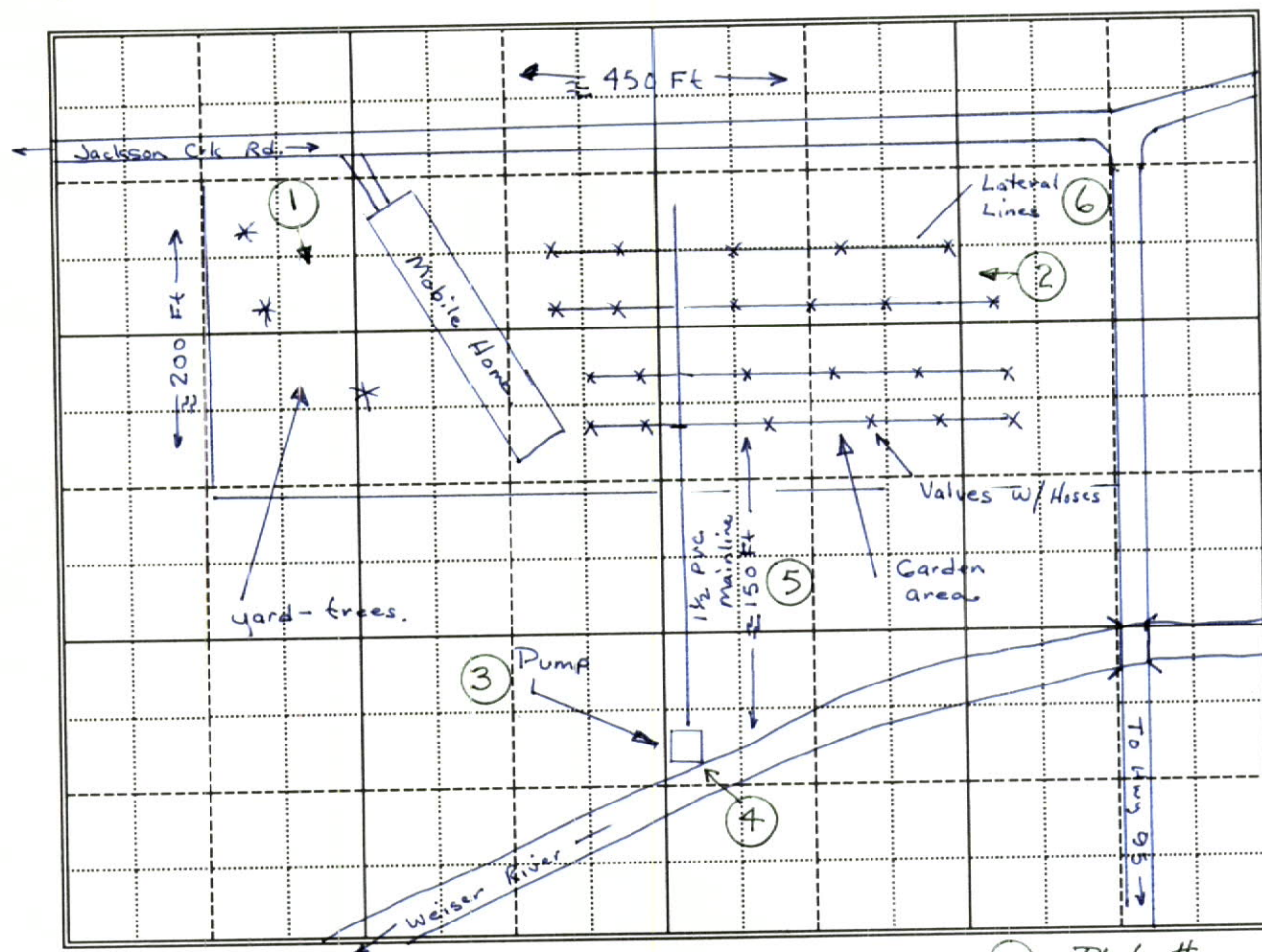
29 28
32 33

Latura
page

HIGGIN

WOODHILL MFD

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



Scale: 1" = Not scaled

○ = Photo #

☒ Copy of USGS Quadrangle Attached Showing location(s) of point(s) of diversion and place(s) of use (required).

☐ Aerial Photo Attached (required for irrigation of 10+ acres)

☒ Photo of Diversion and System Attached

4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
River Pump.	UNKNOWN	2	3450 RPM	Sta-Rite	JHG-52; 1687 J

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

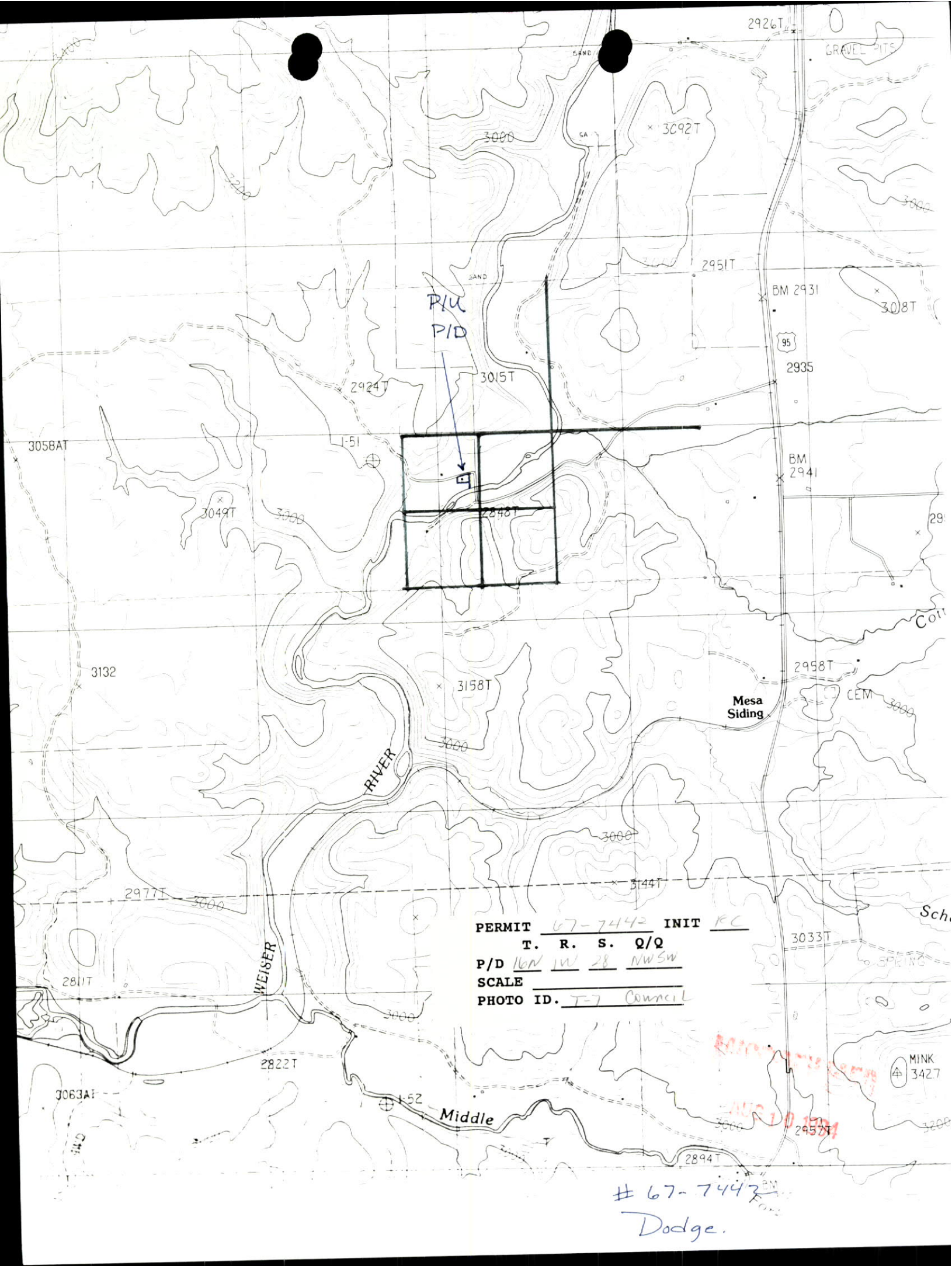
D. FLOW MEASUREMENTS

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date
None.						

2. Measurements:

AUG 10 1994



PERMIT 67-7442 INIT RC
T. R. S. Q/Q
P/D 16N 1W 28 NWSW
SCALE
PHOTO ID. T-7 Council

67-7442
Dodge.

#67-7442
Dodge



1. Tree-yard area west of the home. Flood irrigation.



2. yard-garden area east of the home, overview.



3. Centrifugal pump, 2 hp.

MAINTENANCE

AUG 10 1994

#67- 7442

Dodge 9/22/93



4. Intake to pump from the Weiser River. (1½" dia pipe).



5. Mainline to laterals, 1½" PVC



6. Laterals into yard-garden. Volves to 5/8" hoses at set intervals, flood irrigation. Garden area overtaken by weeds in spots. Several areas of permanent herb raised beds.

WILSON

AUG 10 1994

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 67-07442

Priority: August 5, 1979

Maximum Diversion Rate:

0.06 CFS

Maximum Diversion Volume:

8.0 AF

This is to certify, that IRENE DODGE
PO BOX 108

COUNCIL ID 83612-0108 has complied with the terms and conditions
of the permit, issued pursuant to Application for Permit dated May 11, 1979; and
has submitted Proof of Beneficial Use on October 26, 1989. An examination indicates
that the works have a diversion capacity of .160 cfs of water from:

WEISER RIVER

tributary to SNAKE RIVER

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

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	04/01 to 10/31	0.06 CFS	8.0 AF

LOCATION OF POINT(S) OF DIVERSION:

NWSW , Sec. 28, Township 16N, Range 01W
ADAMS County

PLACE OF USE: IRRIGATION

<u>TWN RGE SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
16N 01W 28	NWSW 2			2

Total number of acres irrigated: 2

CONDITIONS/REMARKS:

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount which can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
4. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
5. A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
6. Use of water under this water right will be regulated by the watermaster of State Water District No. 67.
7. This right when combined with all other rights shall provide no more than .03 cfs per acre nor more than 4.0 afa per acre for the lands above.

AUG 10 1994

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 67-07442

CONDITIONS/REMARKS:

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 29th
day of July, 1994.

Acting for R. Keith Higginson, Director

AUG 10 1994

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF PERMIT NO. 67-7442 IN THE

NAME OF IRENE DODGE

)
) ORDER OF REINSTATEMENT
)
)

WHEREAS, the Department issued the above-captioned permit with the condition that proof of construction of works and application of water to beneficial use (proof of beneficial use) be submitted on or before August 1, 1989; and,

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

WHEREAS, the Department notified the permit holder that the permit lapsed for failure of the permit holder to submit the proof of beneficial use; and,

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

WHEREAS, the permit holder has provided a reasonable showing why the permit should be reinstated by submitting proof of beneficial use on October 26, 1989;

IT IS, THEREFORE, HEREBY ORDERED that Permit No. 67-7442 be REINSTATED and the priority advanced to August 5, 1979.

Dated this 17th day of January, 1990.

MICROFILMED

FEB 28 1990


L. GLEN SAXTON, Chief
Water Allocation Bureau

RECEIVED

RECEIVED

OCT 26 1989

For Office Use Only
Fee Received \$15
Date 8-16-1989 C009640
Receipt # C009640
Receipt by [Signature]
Reviewed by [Signature] 10/18/89
Sent to region

SEP 14 1989

STATE OF IDAHO
Department of Water Resources

DEPARTMENT OF WATER RESOURCES

Department of Water Resources PROOF OF BENEFICIAL USE

The Idaho Department of Water Resources will consider this form as a statement that the permit holder(s) has 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. 67-07442

Name(s) of Permit Holder: Irene Dodge [Carlson deceased 1981. Proof submitted 1985]

Post Office Address: P.O. Box 108
Council, Idaho 83612 Telephone No. (208) 253-4711

Source of Water: Weiser River

Extent of Use:

Domestic 4 (number of households) Stockwater (number and type of stock)

Irrigation 20 acres (acres) Other/Remark

Four SD TOP SD
Ten acres of this 20 are all that might ever be irrigated
upland hill & rock

Total rate and/or volume for which proof is submitted Not measurable 0.40 requested & entered

Show the date water was first diverted and beneficially used under this permit: 1979

Measuring Device: Required? Yes NO
Installed? Yes No Fee enclosed \$ 15.00 mailed with other
(See License Examination Fee Schedule) papers dated Aug 11/89

Flow Measurement Port: Required? Yes NO
Installed? Yes No

Person to contact to accompany the Department representative during the field examination:
Irene Dodge (208) 253-4711
(Name) (Telephone Number)

P.O. Box 108 Council, Idaho 83612
(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.

MICROFILMED

Sept 12/89 Irene Dodge FEB 20 1991
Date Signature of Permit Holder (and Title, if appropriate)

(Attached sheet of pumps, piping, etc. for irrigation systems)
Oct. 26/89 Irene Dodge

STATE OF IDAHO
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

For Office Use Only
Fee Received <u>\$15.00</u> <i>cew</i>
Date <u>7-30-84</u>
Receipt # <u>3462</u>

RECEIVED
JUL 30 1984

Department of Water Resources

IRENE DODGE

(Name)

of P.O. BOX 472, COUNCIL

(Address)

IDAHO

State of _____, deposes and says:

That ~~he~~ ^{she} is the holder, or the duly authorized agent of the holder*, of Permit to appropriate the Public Water of the State of Idaho No. 67-7442.

That under the terms and conditions of said permit, work thereunder was required to be completed on or before AUGUST 1, 1984.

That he has heretofore performed the following work described under said permit: 67-7442
(This must be filled out! If no work has been completed put none.)

1 Portable 5 H.P. gasoline pump, 1 Electric 2 H.P. pump
Irrigation pipe 250' of 1 1/4" pvc, 160 ft 1" pvc, fittings for
pipng, 500' of 1' hose, 12 rainbirds, 8 other sprinkl Costing \$ \$890.00

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

(Please see attachments)

Wherefore, ~~he~~ ^{she} asks that the Department of Water Resources extend the time for the completion of obligations under said permit to AUGUST 1, 19 1989
(1 yr. minimum, 5 yrs. maximum)

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

Irene Dodge
(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 August 1, 1989.

Signed this 17th day of August, 19 84.

A. Glen Saylor
Chief, Operations Bureau

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

APPROVED

To appropriate the public waters of the State of Idaho

1. Name of applicant Irene Dodge &/or Leonard Carlson Phone 253-6073
Post office address P. O. Box 95, Fruitvale, ID 83620
2. Source of water supply Weiser River which is a tributary of Snake River
3. Location of point of diversion is (E/2) NW 1/4 of SW 1/4 of Section 28 Township 16N
Range 1W B.M. Adams County, additional points of diversion if any: _____

4. Water will be used for the following purposes:

- Amount 0.40 for Irrigation purposes from Mar 15 to Nov 15 (both dates inclusive)
(cfs or acre-feet per annum)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

5. Total quantity to be appropriated:

- a. 0.40 cubic feet per second and/or b. _____ acre-feet per annum.

6. Proposed diverting works:

- a. Description of ditches, flumes, pumps, headgates, etc. pump and pipeline
- b. Height of storage dam _____ feet, active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet, materials used in storage dam: _____
Period of year when water will be diverted to storage _____ to _____ inclusive.
(Month/Day) (Month/Day)
- c. Proposed well diameter is _____ inches; proposed depth of well is _____ feet.

7. Time required for the completion of the works and application of the water to the proposed beneficial use is 5 years (minimum 1 year — maximum 5 years).

8. Description of proposed uses:

- a. If water is **not** for irrigation:
- (1) Give the place of use of water: _____ 1/4 of _____ 1/4 of Section _____ Township _____
Range _____ B.M. _____
- (2) Amount of power to be generated: _____ horsepower 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: _____

[Handwritten signature]

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	
16N	1W	28										20							20

Total number of acres to be irrigated 20

c. Describe any other water rights used for the same purposes as described above. 67-7383

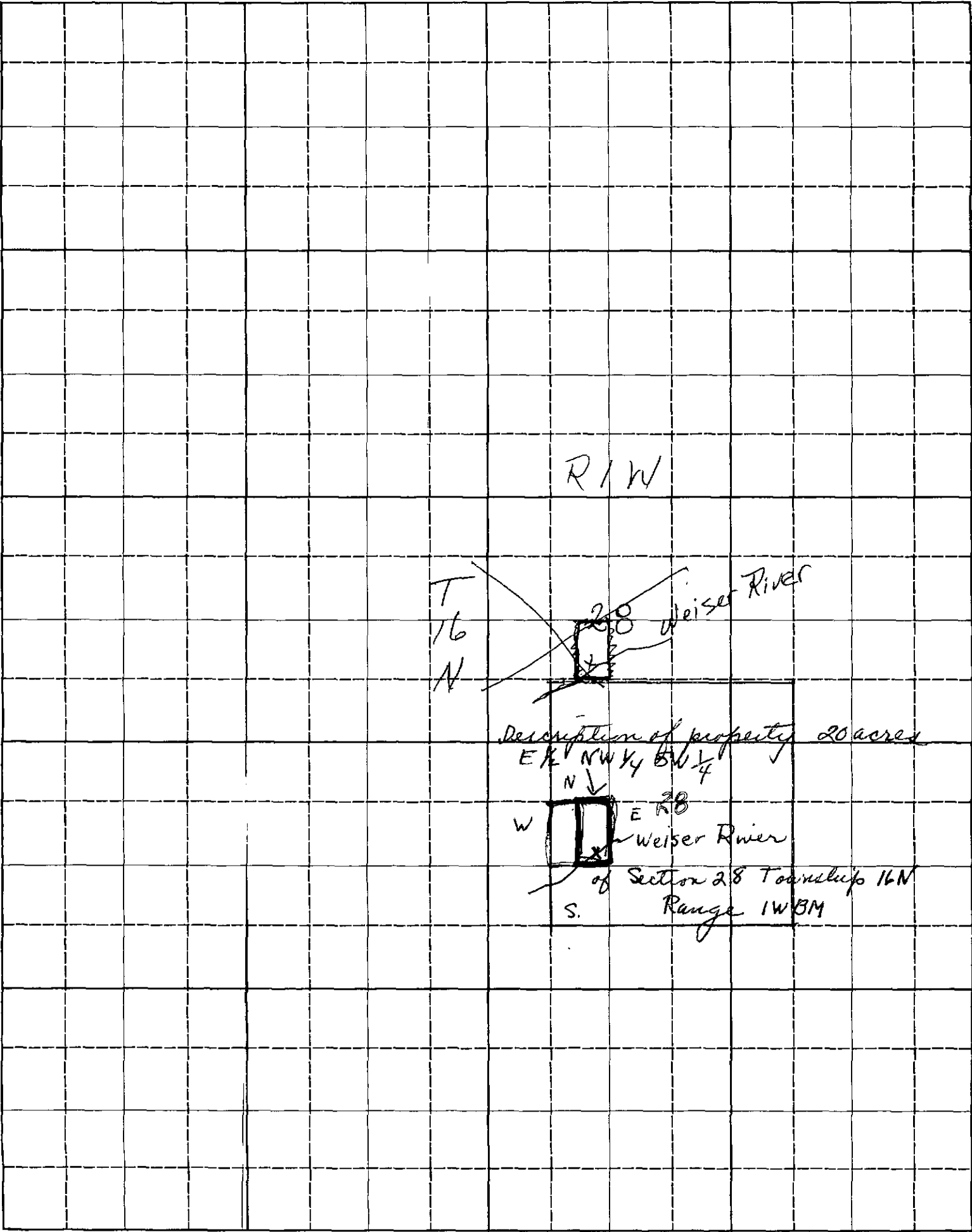
9. a. Who owns the property at the point of diversion applicant

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

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

10. Remarks

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



Scale: 2 inches equal 1 mile.

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

Thorne Dodge
(Applicant)
Leonard Carlson

Proposed Priority 5/11/79 Received by DS Date 6-9-78 Time 11:30 Am
Preliminary check by _____ Fee \$ 10.00 # 11118
Receipted by KL Date 6-9-78 5/16/79
Publication prepared by kk Date 5/24/79
Published in Adams County Leader
Publication dates 5/31 & 6/7/79
Publication approved KL Date 6/18/79
Protests filed by: _____
Copies of protests forwarded by _____
Hearing held by _____ Date _____
Recommended for approval denial by DS J.J.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 67-7442, and said application is hereby approved.

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

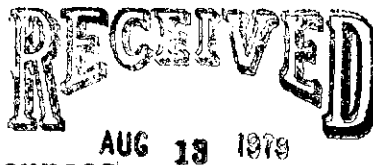
- a. SUBJECT TO ALL PRIOR WATER RIGHTS.
- b. Proof of construction of works and application of water to beneficial use shall be submitted on or before August 1, 19 84.
- c. The rate of diversion, if water is to be used for irrigation under this permit, when combined with all other water rights for the same land shall not exceed 0.02 cubic feet per second for each acre of land.
- d. Other: (1) A lockable device, subject to the approval of the Department, shall be installed on the diverting works in a manner that will provide the watermaster suitable control of the diversion. (2) Use of water under this permit is subject to control by the watermaster of State Water District #67 Weiser River.

Witness my hand this 28 day of August, 19 79.

L. Glen Saxton
Chief, Operations Bureau

August 6, 1979

State of Idaho
Department of Water Resources
Western Region
92 Cole Rd.
Boise, Idaho 83705



Department of Water Resources
Western Regional Office

Irene Dodge
&/or Leonard Carlson
P.O. Box 95
Fruitvale, Idaho 83620

Attention:
William R. Gossett
Acting Supervisor

Re: Permit Application #67-7442
Permit #67-7441

Dear Mr. Gossett:

This is in reply to your letter of June 18, 1979. I work six days a week with only Mondays off and a great many things have intervened between June 18 and now which demanded my more immediate attention.

As I see it, a man named Charles Normand walked into the Water Resources office in May 1978, claimed he was buying a piece of land and filed for irrigation water rights. He had \$10.00 in his pocket and filed in that amount for usage.

He was granted an application and a subsequent permit with absolutely nothing to identify the fact that he was or was not purchasing the particular piece of property. And he was not, did not and has no legal claim to it.

Mr. Carlson and I were purchasing 20 acres from Perry and Ruth McCollom at the date Mr. Normand filed. Mr. Normand was talking about marrying my daughter to whom I was eventually going to deed 10 acres. As it turned out before the summer was over, Charles Normand had a wife in Louisiana, he was separated but not divorced and in no position to marry anyone. My daughter broke off her relationship with this man and he shortly thereafter returned to Louisiana.

Mr. Carlson and I were very upset that Normand had filed for water rights on our property, but we did not wish to make trouble for the man. In July 1978, Mr. Carlson and I spent two hours in the Water Resources office in Boise and thought we had the water permit matter resolved. We brought our sale contract and a map. We supposed your man knew what he was talking about. He drew up the description of our property and wrote up our application from our contract and map. We mentioned the possibility of an old spring which we had been told once existed on the property and the fact that we hoped to reclaim it and put it into use. He advised us to file on it as an unnamed stream. (See permit #67-7441, June 1979). And he was advised of Mr. Normand's prior permit. There was supposed to be no problem as he was not legal owner of the property.

As it turned out a few weeks later when a letter came from someone else in your department the location which your man had written up and the amount of our check was wrong. (I am sorry I can't name names or give precise date, but Mr. Carlson inadvertently handed over my file to one of your representatives who appeared in Council this spring to advise people on water permits and rights).

Leonard Carlson and I are legal owners. We have not as yet turned any part of the property over to my daughter.

I am enclosing photo copies of our Sales Contract and one of the annual escrow payment receipt (6-1-79) made to the Idaho State Bank in Cambridge, Idaho. This bank holds the warranty deed in escrow. I am also enclosing a copy of the section map.

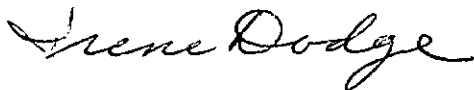
I have no contact with Charles Normand and wish none.

Please straighten this matter out immediately. Mr. Carlson and I want maximum allowable rights to irrigate and for the prescribed number of cattle (or stock) for our location. I understand that in dry years as natural flow diminishes there would be no water available. That we could well be on the tail end of rights. It is, in my opinion, unfortunate that in the time which has lapsed since we applied in July 1977, and through no fault of ours, two adjacent owners have filed and received permits.

As for the permit we were granted #67-7441, letter accompanying dated June 28, 1979, your department seems to be presuming that a stream exists, due to your young man's advise last year, where none does but only a probable spring site.

Yours truly,

Irene Dodge
&/or Leonard V. Carlson.



Encl. 3

IDAHO STATE BANK, Cambridge IDAHO, ESCROW DEPARTMENT

6-1-79 19__

ESCROW TELLER RDW

ESCROW # 230

INTEREST FROM 5-17-78 19__

BUYER

TO DATE 6-1-79 \$ 1,238.90

SELLER

PAID ON PRINCIPAL \$ 700.00

OTHER CHARGES \$ 7.50

TOTAL \$ 1,946.40

Irene Dodge
P.O. Box 95
Fruitvale, Idaho 83620

- Perry A. or Ruth M. McCollom
- P.O. Box 16
- Tracy, California 9537

PRINCIPAL BALANCE

\$ 13,300.00

RECEIPT

This copy for study previous to closing

CONTRACT OF SALE

THIS AGREEMENT AND CONTRACT OF SALE, Made and entered into on this the 17th day of MAY, 1978, by and between PERRY A. MC COLLOM and RUTH M. MC COLLOM, husband and wife, hereinafter collectively and/or singularly referred to as Seller, and LEONARD CARLSON and IRENE DODGE, as tenants in common, each with an undivided one-half ($\frac{1}{2}$) interest in the property hereinafter conveyed by the Seller herein, hereinafter collectively and/or singularly referred to as Buyer.

WITNESSETH: That for and in consideration of the sum of TWENTY FOUR THOUSAND DOLLARS (\$24,000.00) to be paid by Buyer to Seller at the times and in the manner as hereinafter set forth Seller does hereby agree to sell to Buyer and Buyer does hereby agree to purchase from Seller upon the terms and conditions hereinafter set forth, certain real property situate in the County of ~~WASHINGTON~~ ^{ADAMS}, State of Idaho, and more particularly described as follows, to-wit:

E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 28, T 16 N, Range 1, W BM, EXCEPTING THEREFROM the following:

Beginning at a point common in Sections 28, 29, 32 and 33. Thence north on and along the Section line common to SEC 28 and 29 a distance of 1980 ft. thence east at right angles a distance of 1112 ft. to a point which is the true place and point of beginning: thence continuing east on the same line a distance of 208 ft. to a point which is on the east boundary line of NW $\frac{1}{4}$ SW $\frac{1}{4}$, SEC 28. Thence north on said boundary line a distance of 208 ft. to a point. Thence west at right angle to said east boundary line a distance of 208 ft. to a point. Thence south a distance of 208 ft. more or less, to the true point and place of beginning. Less existing road right of ways.

Beginning at a point common to Sections 28, 29, 32 and 33 thence north on and along the section line common to SEC 28 and 29, a distance of 1980 ft., thence east at right angle a distance of 660 ft. to a point which is the true point and place of beginning: Thence continuing east on the same line a distance of 208 ft. to a point; thence north at right angle and parallel to above mentioned section line a distance of 208 ft. to a point; thence westerly at right angle a distance of 208

1 ft. to a point; thence southerly at right
2 angle a distance of 208 ft., more or less
3 to the true place and point of beginning. Less
4 existing road right of ways.

5 ALSO EXCEPTING THEREFROM an Easement for ingress
6 and egress across the E½NW¼SW¼, Section 28, T 16 N,
7 Range 1, W BM, which Easement is an existing
8 access road; and which Easement is reserved in
9 favor of the Seller and is subject to and benefits
10 property which is the subject of a Contract of
11 Sale, dated the 29th day of December, 1979,
12 between PERRY A. MC COLLUM and RUTH A. MC COLLUM,
13 husband and wife, as Seller therein, and GREGORY
14 P. EICH and MARTHA C. EICH, husband and wife, as
15 Buyer therein, a copy of which Contract is attached heret
16 and incorporated by reference herein.

17 Less existing rights of way.

18 Together with the tenements, hereditaments and appur-
19 tenances thereunto belonging or in anywise appertaining.

20 POSSESSION: Buyer shall be entitled to immediate possession
21 of the above described premises and shall remain in the quiet and
22 peaceful possession thereof for so long as the terms and conditio
23 of this Agreement shall remain unbroken.

24 PAYMENT OF PURCHASE PRICE: The aforesaid total consideratio
25 in the sum of TWENTY FOUR THOUSAND DOLLARS (\$24,000.00) shall be
26 paid from Buyer to Seller in the following manner:

27 "The Buyer has paid to the Seller, the sum of ONE
28 THOUSAND DOLLARS (\$1,000.00), cash down, as Earnest
29 Money, receipt whereof by Seller is hereby acknow-
30 ledged.

31 The Buyer agrees to pay on closing, the sum of
32 NINE THOUSAND DOLLARS (\$9,000.00) to the Seller
making a total of TEN THOUSAND DOLLARS (\$10,000.00)
cash down, which includes the ONE THOUSAND DOLLARS
(\$1,000.00) Earnest Money, receipt whereof by Seller
is hereby acknowledged.

33 The remaining balance in the sum of FOURTEEN THOUSAND
34 DOLLARS (\$14,000.00), shall commence to bear interest
35 at the rate of 8½% per annum from the date of the
36 execution of this Agreement by the parties hereto,
37 and shall be payable to the Seller in twenty (20)
38 equal yearly payments of SEVEN HUNDRED DOLLARS
39 (\$700.00), plus interest at 8½% per annum, the first
40 of such annual yearly installments of \$700.00 being
41 due on the 1st day of June, 1979, and a like sum there-
42 after each year on the 1st day of June, until the
43 balance of said consideration plus accrued interest
44 has been paid in full.

45 The Buyer shall have the privilege of accelerating
46 or prepaying any portion of said Contract or the

1 remaining balance thereof, together with accrued
2 interest at any time after JANUARY 1, 19 79,
without penalty therefore.

3 CONVEYANCE OF EXCEPTED PROPERTY: The Seller agrees upon
4 closing, to convey by good and sufficient Warranty Deed, the two
5 (2) tracts of land which were mentioned in the legal description
6 of this Contract of Sale, on pages 1 and 2, and which said des-
7 criptions are as follows:

8 (1) A tract or parcel of land located in E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$.
9 SEC 28, T 16 N, R 1 W BM. More particularly
described as follows: Beginning at a point common
10 to Sections 28, 29, 32 and 33. Thence north on
and along the section line common to SEC 28 and 29
11 a distance of 1980 ft. thence east at right angles
a distance of 1112 ft. to a point which is the
true place and point of beginning: thence con-
12 tinuing east on the same line a distance of 208
ft. to a point which is on the east boundary line
13 of NW $\frac{1}{4}$, SW $\frac{1}{4}$, SEC 28. Thence north on said boundary
line a distance of 208 ft. to a point. Thence West
14 at right angle to said east boundary line a distance
of 208 ft. to a point. Thence south a distance of
15 208 ft. more or less, to the true point and place
of beginning. Less existing road right of ways.

16 (2) A tract or parcel of land located in E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$;
17 SEC 28, T 16 N, R 1 W, BM. More particularly
described as follows: Beginning at a point common
18 to Sections 28, 29, 32, and 33 thence north on
and along the section line common to SEC 28 and
19 29, a distance of 1980 ft., thence east at right
angle a distance of 660 ft. to a point which is the
20 true point and place of beginning: Thence continuing
east on the same line a distance of 208 ft. to a
21 point; thence north at right angle and parallel to
above mentioned section line a distance of 208 ft.
22 to a point; thence westerly at right angle a
distance of 208 ft. to a point; thence southerly
23 at right angle a distance of 208 ft., more or less
to the true place and point of beginning. Less
24 existing road right of ways.

25 The purchase price of \$24,000.00 includes the aforemen-
26 tioned excepted property that is conveyed outright pur-
suant to this Contract.

27 TAXES AND WATER ASSESSMENTS: It is understood between the
28 parties hereto that the Seller has paid all taxes levied or asses-
29 sed against the said premises for the year 1977, and all years
prior thereto. Taxes for the year 1978 shall be pro-rated, Seller
30 to pay all taxes levied against the property up to and including
31 June 1, 1978, and the Buyer to pay all taxes levied or assessed
32

1 against the premises thereafter, and shall not suffer the same to
2 become delinquent.

3 WARRANTY DEED AND ESCROW: Seller covenants to execute on
4 even date herewith, a good and sufficient Warranty Deed, conveyin
5 fees simple and marketable title in and to the above described
6 premises to the Buyer , which Deed shall except the aforementioned
7 two (2) parcels of land, as outlined in the 'Conveyance of Ex-
8 Cepted Property Clause' on page 3 of this Contract, and which Deed
9 together with an executed copy of this Agreement shall be placed
10 in escrow with the Idaho State Bank, Cambridge, Idaho, which said
11 Bank is designated as escrow agent for the parties. All payments
12 required to be made hereunder from Buyer to Seller shall be
13 made to said escrow agent and said escrow agent is hereby author-
14 ized to receive said payments and credit the same as directed
15 from time to time by the Seller . The covenants, terms and con-
16 ditions of this Agreement shall be the instructions to the escrow
17 holder in the premises. The parties hereto agree to execute
18 with said escrow holder, the said escrow holder's customary escro
19 instructions agreement.

20 TITLE INSURANCE: Within a reasonable time after the exe-
21 cution of this Agreement, the Seller shall cause to be furnishe
22 to the Buyer , a policy of title insurance, insuring a marketabl
23 title in and to the above described premises, in the sum of TWEN'
24 FOUR THOUSAND DOLLARS (\$24,000.00), the Seller to pay one-half (
25 of the cost thereof, and the Buyer to pay one-half ($\frac{1}{2}$) of the
26 cost thereof.

27 The Buyer may have such policy of title insurance or
28 preliminary report thereof, examined by an attorney of their
29 own choosing and in the event, as a result of such examination,
30 it is found that such title insurance policy or preliminary repo
31 thereof shall take exception and exclude any situations in the
32 title or clouds upon the title which would render the title

1 unmarketable in the Seller , other than actual easements now
2 existing of record, or visible upon the premises, or the usual
3 printed exceptions ordinarily contained in such title insurance
4 policies, then and in that event, the Seller shall cause such
5 cloud or clouds upon the title to be cleared at their own expense
6 within a reasonable time, to the extent that a marketable title
7 shall be delivered from Seller to Buyer , and said policy of
8 title insurance shall not take exception to any clouds upon the
9 title, other than the aforesaid exceptions. After said policy
10 of title insurance shall serve its useful purpose for examination
11 said policy shall be issued and placed with the above named escro
12 holder to be held subject to the terms, covenants and conditions
13 of this Agreement.

14 INSPECTION: Buyer covenants with the Seller that they
15 have made an independent investigation and inspection of the
16 above described premises, and that they enter into this Contract
17 relying upon their own independent inspection, judgment, and
18 investigation and the Buyer makes no reliance upon any representa
19 made by the Seller or their agent as to the premises.

20 FORFEITURE: It is understood and agreed between the parties
21 hereto that time and the strict performance of the terms and
22 conditions of this Contract are the essence thereof, and in the
23 event said Buyer shall fail to make any payment of principal
24 or interest as provided herein, or shall otherwise fail to do or
25 perform any of the terms and conditions required of them to be
26 done and performed, the Seller may at their option, declare
27 a forfeiture of this Contract and re-enter and retake possession
28 of said described real estate and retain as stipulated and liqui-
29 dated damages all sums theretofore paid. That in the event Selle
30 should elect to declare a forfeiture, they shall do so by giving
31 to the above named escrow holder, an original and two (2) copies
32 of a Notice of Forfeiture, with instructions to the said escrow
5-1k Contract of Sale

1 holder to mail the same by registered or certified mail, return
2 receipt requested, to the Buyer at their last known place of
3 address. That said Notice of Forfeiture shall give the Buyer
4 a period of thirty (30) days from the mailing thereof to correct
5 any and all defaults set forth therein. After thirty (30) days
6 have elapsed from the mailing of said Notice of Forfeiture as
7 aforesaid, and in the event Buyer has not corrected the default
8 set forth therein, the said escrow holder is then instructed
9 to return all papers in its possession to the said Seller, their
10 agents or assigns.

11 In the event of any default in performance by the Buyer
12 of the terms and conditions of this Agreement, including the
13 foregoing defaults, then in lieu of declaring a forfeiture of
14 the rights of the Buyer, as hereinabove provided, the Seller
15 may at their option, declare the entire unpaid purchase price
16 immediately due and payable, and foreclose this Contract in
17 the manner provided by law for the foreclosure of mortgages in
18 which event a reasonable sum to be fixed by the Court for attor-
19 ney fees shall be allowed the Seller on such foreclosure suit,
20 and the payment of said attorney fees shall be secured by a lien
21 on the above described lands with the same force and effect as
22 if they were a portion of the unpaid purchase price.

23 LIENS: It is specifically understood and agreed between
24 the parties hereto that the Buyer shall not, during the term
25 hereof of this Agreement, cause or suffer any materialmen's
26 or workmen's liens to be placed against the above described
27 premises for work done and performed upon said premises, and
28 in the event such a lien should be placed of record, the Buyer
29 shall forthwith, within ten (10) days thereof, cause such a lien
30 to be fully satisfied and released of record, and that failure
31 to do so shall constitute an act of forfeiture as hereinbefore
32 provided hereunder.

6-1k Contract of Sale

1 DELIVERY OF INSTRUMENTS: That upon payment of the full
2 consideration as provided in this Agreement by the Buyer to
3 the Seller , the said escrow holder is then instructed to turn
4 over to the Buyer , the said Warranty Deed held under this Con-
5 tract of Sale, and any and all other papers held by the said
6 escrow holder under this Agreement.

7 REVENUE STAMPS: It is further agreed between the parties
8 hereto that the escrow agent is hereby authorized to place revenue
9 stamps upon the Deed held under this Agreement out of the last
10 payment received under the terms hereof, in the event that revenue
11 stamps shall be required by either the Federal or State Governmen
12 at the time said Deed is removed from escrow and recorded.

13 ATTORNEY FEES AND ESCROW CHARGES: It is understood and
14 agreed that the attorneys drafting this Agreement represent
15 the Seller , and the Buyer may have this Contract reviewed
16 by an attorney of their own choosing. Buyer agrees to pay on
17 behalf of the Seller, an amount equal to one-half of the fee
18 of the attorney for the Seller as reimbursement of the cost of
19 drafting this Agreement.

20 It is further agreed that all escrow fees incurred in the
21 escrowing of this Agreement shall be divided equally between the
22 parties, Seller to pay one-half thereof and Buyer to pay one-ha
23 thereof.

24 ATTORNEY FEES IN CASE OF SUIT ON CONTRACT: In the event
25 an action is brought to enforce any of the terms or provisions
26 of this Agreement, or to enforce a forfeiture thereof, or default
27 thereof, by either of the parties hereto, the successful party
28 to such action or collection shall be entitled to recover from
29 the losing party, a reasonable attorney fee together with such
30 other costs as may be authorized by law. In addition, should Buy-
31 er become in default, Buyer agrees to pay all costs and reason-
32 able attorney fees for each Notice of Default which Seller may
7-1k Contract of Sale

1 be caused to have prepared and served upon the Buyer , for their
2 failure to pay the payments or taxes or assessments provided for
3 to be paid under this Agreement, and said costs and attorney fees
4 thereof shall be paid by the Buyer to the escrow holder in additi
5 to all other payments due, in order to cure the default in paymen
6 and failure to pay said costs and attorney fees shall be a materi
7 and substantial breach of this Agreement.

8 This Agreement shall be binding upon the parties hereto,
9 their heirs, administrators, personal representatives, successors
10 and assigns.

11 IN WITNESS WHEREOF, the parties hereto have set their hands
12 on the day and year first hereinabove written.

13 Perry A. McCollom
PERRY A. MC COLLOM

14 Ruth M. McCollom
15 RUTH M. MC COLLOM Sellers

16 Leonard Carlson
LEONARD CARLSON

17 Irene Dodge
18 IRENE DODGE Buyers

19 STATE OF IDAHO)
20 County of ADAMS) :ss

21 On this the 30th day of MAY, 1978, before me, the
22 undersigned, a Notary Public in and for said State, personally
23 appeared PERRY A. MC COLLOM and RUTH M. MC COLLOM, husband and
24 wife, known to me to be the persons whose names are subscribed to
25 the foregoing instrument, and acknowledged to me that they exe-
26 cuted the same.

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

30 William S. Ritter
Notary Public for Idaho
31 Residing at:

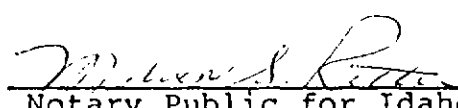
32 (SEAL)

8-1k Contract of Sale

1 STATE OF IDAHO)
2 County of ADAMS) :ss

3 On this the 17th day of May, 1978, before me, the
4 undersigned, a Notary Public in and for said State, personally
5 appeared LEONARD CARLSON, known to me to be the person whose name
6 is subscribed to the foregoing instrument, and acknowledged to me
7 that he executed the same.

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

11 
12 Notary Public for Idaho
13 Residing at:
(SEAL)

14 STATE OF IDAHO)
15 County of) :ss

16 On this the 17th day of May, 1978, before me, the
17 undersigned, a Notary Public in and for said State, personally
18 appeared IRENE DODGE, known to me to be the person whose name is
19 subscribed to the foregoing instrument, and acknowledged to me
20 that she executed the same.

21 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
22 my official seal on the day and year in this Certificate first
23 above written.

24 
25 Notary Public for Idaho
26 Residing at:
(SEAL)

20 21
29 28

Stephen
DEEBLES

McClary
Foreman

Perry
McCoy
Caldwell
Dodge

Caldwell
Dodge

Caldwell
Dodge

McClary
Foreman
Perry
McCoy
Caldwell
Dodge

McClary
Foreman
Perry
McCoy
Caldwell
Dodge

Stephen
DEEBLES

Affidavit of Publication

State of Idaho, County of Adams, ss:

I, Bert J. Rogers, being first duly sworn upon my Oath, depose and say that I am the publisher of The Adams County

Leader, a newspaper; that a copy of the "Notice of Application for Water Right" as per clipping

hereto attached, was published in the regular and entire issue of said newspaper, and not in any supplement thereof, for two (2) consecutive weeks, the first publication of the

same being made in the issue dated May 31, 1979

and the last in the issue dated June 7, 1979 that said newspaper is of general circulation in Adams County Idaho, printed and published weekly at Council therein and that said newspaper has been continuously and uninterruptedly published in said county during a period of more than seventy-eight consecutive weeks prior to the first publication of

said "Notice" as aforesaid.

Subscribed and sworn to before me this 5th

day of June 19 79

Notary Public for Idaho,
Residing at Council, Idaho

NOTICE OF APPLICATION FOR WATER RIGHT

Notice is hereby given that the following application(s) have been submitted for permit to appropriate the public waters of the State of Idaho:

67-7441

DODGE, IRENE
CARLSON, LEONARD
P. O. BOX 95, FRUITVALE, ID 83620

Source: JNNAMBY STREAM tributary to WEISER RIVER

Date Filed: 05/11/1979

Amount: 0.08 CFS

Diversion Point: NWSW Sec 28 T 16N R 01W, ADAMS Co.

Use: DOMESTIC (0.08 CFS) from 01/01 to 12/31

Place of Use: NWSW Sec 28 T 16N R 01W

Diversion Means: DIVERSION DAM & PUMP

67-7442

DODGE, IRENE
CARLSON, LEONARD
P. O. BOX 95, FRUITVALE, ID 83620

Source: WEISER RIVER tributary to SNAKE RIVER

Date Filed: 05/11/1979

Amount: 0.40 CFS

Diversion Point: NWSW Sec 28 T 16N R 01W, ADAMS Co.

Use: IRRIGATION (0.40 CFS) from 03/15 to 11/15

Place of Use: NWSW Sec 28 T 16N R 01W FOR 20 ACRES

Diversion Means: PUMP & PIPELINE

67-7443

CULLINANE, JUDITH
1609 RESSIGUIE, BOISE, ID 83702

Source: GROUNDWATER

Date Filed: 05/21/1979

Amount: 0.77 CFS

Diversion Point: NWSW Sec 28 T 16N R 01W, ADAMS Co.

Use: IRRIGATION (0.40 CFS) from 09/15 to 11/15

DOMESTIC (0.04 CFS) from 01/01 to 12/31

Place of Use: NWSW Sec 28 T 16N R 01W FOR 20 ACRES

Diversion Means: WELLS & PUMP

If issued, the permit(s) will be subject to all prior water rights. Protests against the granting of any permit must be filed with the Director of the Idaho Department of Water Resources, 92 S. Cole Road, Boise, Idaho 83702 on or before JUNE 18, 1979.

C. STEPHEN ALLRED

Director

Published 5/31 & 6/7/79.

20 21
29 28

Legal description of Dodge / Carlson 20 acres
E 1/2, N.W. 1/4, SW 1/4, Section 28, T 16N, R 14W BM
U. S.

20 acres
Dodge/
Carlson
May 30/78

Perry A.
Macellom

Jack Sheppard

FB Road
Henderson

29 28
32 33

Laura
page

HIGGIN



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

July 29, 1994

IRENE DODGE
PO BOX 108
COUNCIL ID 836120108

RE: WATER RIGHT NO. 67-07442

Dear Water Right Holder(s):

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Johnson', with a horizontal line extending to the right.

JIM JOHNSON, Manager
Water Right Permits Section

JJ:dc

Enclosure

RECEIVED

AUG 10 1994

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

RECEIVED

APR 01 1994

Department of Water Resources

A. GENERAL INFORMATION

Permit No. 67-07442

1. Owner: Irene Dodge Phone No. 253-4711

Current Address: P.O. Box 108 Council ID 83612

2. Accompanied by: Irene Dodge EXAM DATE: 9/22/93

Address: _____ Phone No. _____

Relationship to Permit Holder: owner

3. Source: Weiser River tributary to Snake River

B. OVERLAP REVIEW

1. Other water rights with the same place of use: None

2. Other water rights with the same point of diversion: None

C. DIVERSION AND DELIVERY SYSTEM

1. Point(s) of Diversion:

Ident No.	Gov't Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks
			NW	SW	28	16N	1W	Adams	

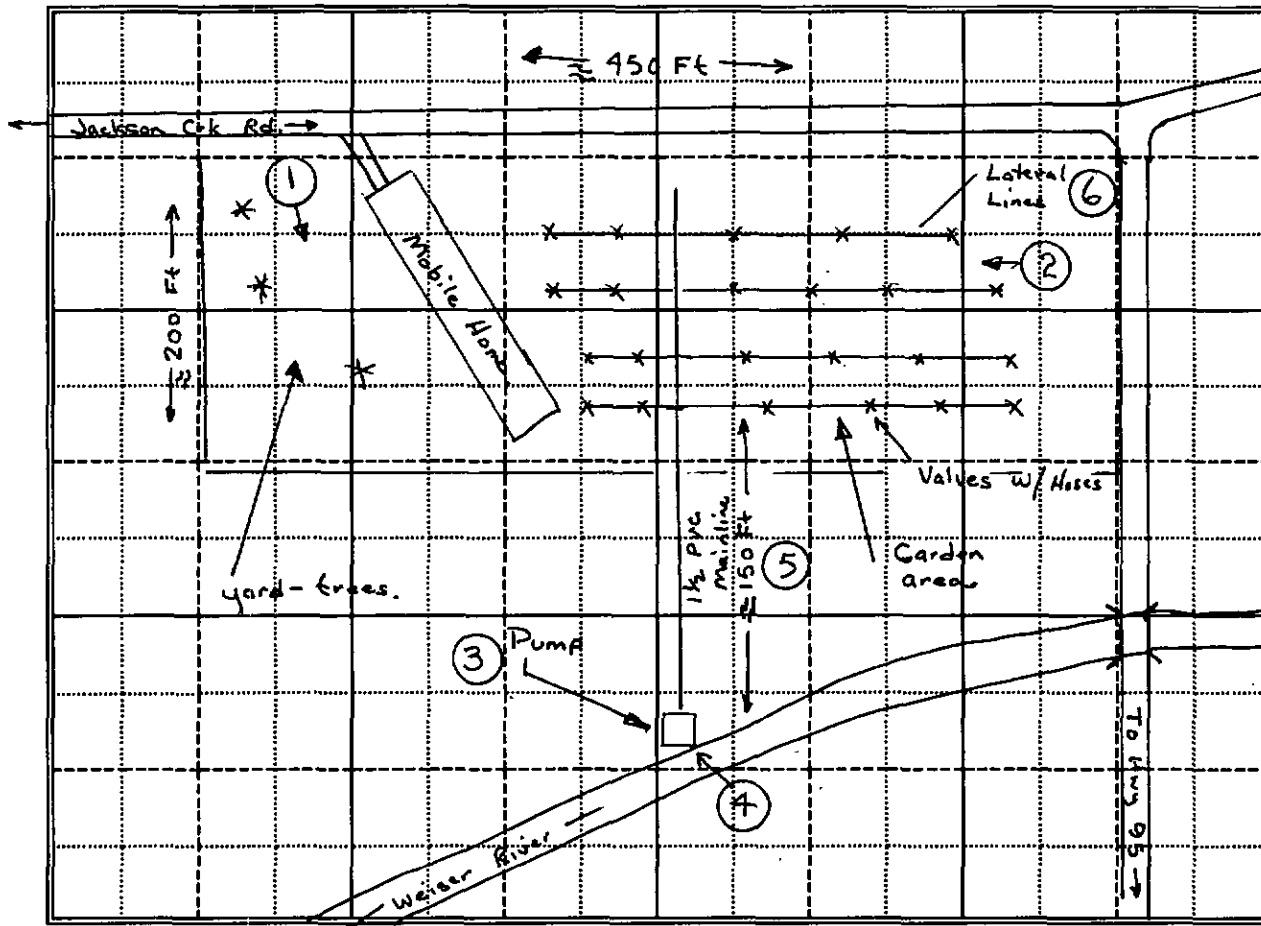
2. Place(s) of Use:

Indicate Method of Determination pacing est.

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
16N	1W	28										2.0							2.0

AUG 10 1994

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



Scale: π = Not scaled

○ = Photo #

☒ Copy of USGS Quadrangle Attached Showing location(s) of point(s) of diversion and place(s) of use (required).

☐ Aerial Photo Attached (required for irrigation of 10+ acres)

☒ Photo of Diversion and System Attached

4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
River Pump.	UNKNOWN	2	3450 RPM	Sta-Rite	JHG-52; 1687 J

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

D. FLOW MEASUREMENTS

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date
None.						

2. Measurements:

AUG 10 1984

E. NARRATIVE/REMARKS/COMMENTS

When the permit was filed in 1979, the owners had planned to develop the entire 20 acres. Mr. Carlson was deceased in 1981 and only 2 acres were developed for a yard and garden.

The 2 hp pump draws water from the Weiser River, discharging into a 1½" dia. PVC mainline. Lateral PVC lines run perpendicular to the mainline. Valved outlets are placed at intervals along the laterals with garden hoses attached to the outlets for flood/sprinkler irrigation, see photo #6.

Mrs. Dodge is elderly, and has had recent health problems, so the garden area has been overtaken by weeds in several spots. Several beds of perennial plants and herbs.

Permit #67-7383 has been withdrawn/relinquished

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

AUG 10 1994

Additional Computation Sheets Attached

Measured lift from the river = 8 Ft.

Limit = .03 cfs / acre.

2 acres = .06 CFS

1. Volume Calculations for Irrigation:

$$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = (0.06 \text{ cfs})(214 \text{ days})(1.9835) = 25.5 \text{ afa}$$

$V = \text{Smaller of } V_{LB} \text{ and } V_{RB} = 8.4 \text{ kV}$

1. Recommended Amounts

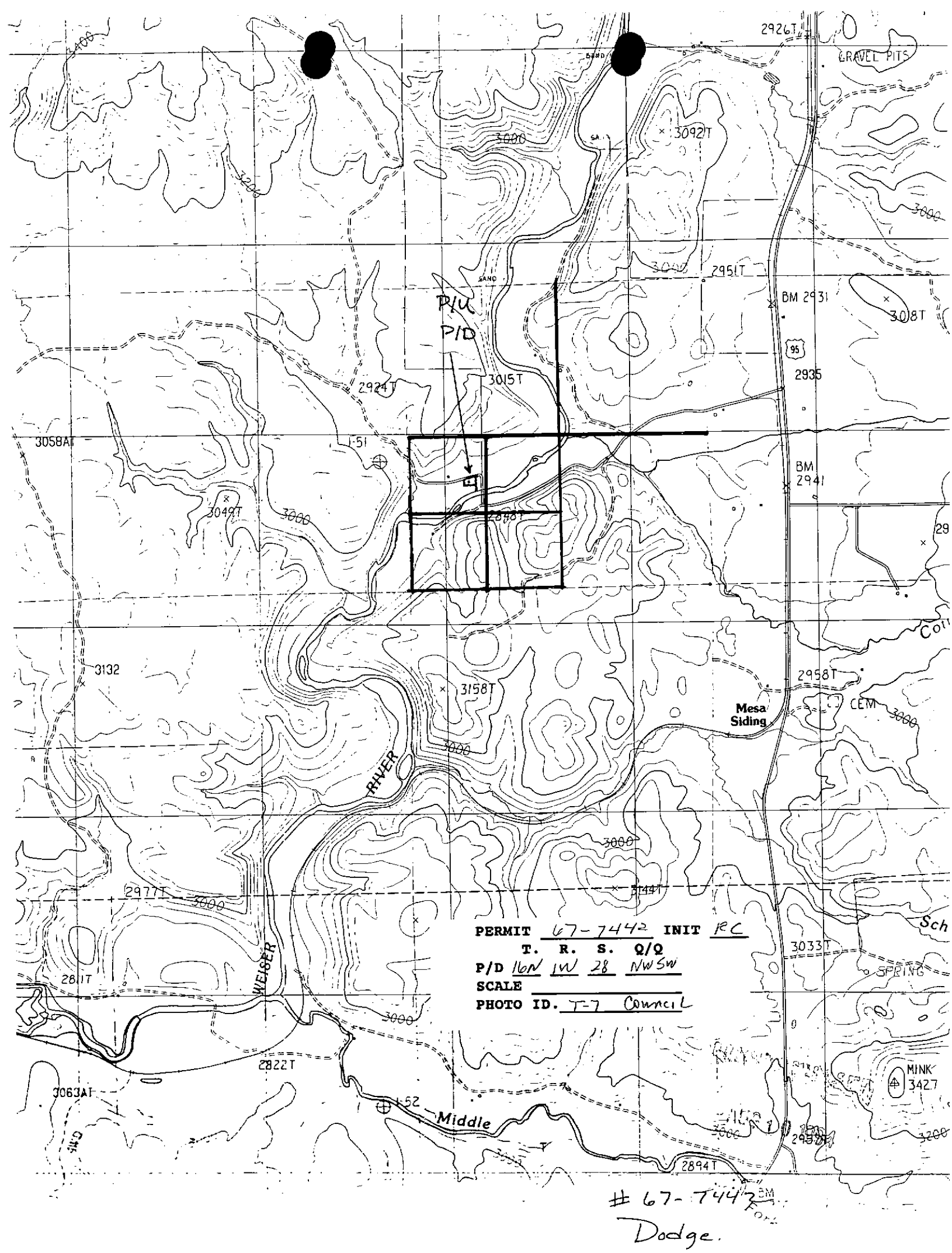
Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Annual Volume V (afa)
	From	To		
Irrigation	4/1	10/31	.06 cfs	8.9 afa
		Totals:	.06 cfs	8.0 afa

☐ 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 *Change to single name & new address.*

Field Examiner's Name J. Weston Date 9/22/93

Reviewer _____ Date _____

SEAL



#67-7442
Dodge



1. Tree-yard area west of the home. Flood irrigation.



2. yard-garden area east of the home, overview.



3. Centrifugal pump, 2 hp.

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AUG 10 1994

#67- 7442

Dodge 9/22/93



4. Intake to pump from the Weiser River. (1½" dia pipe).



5. Mainline to laterals, 1½" pvc.

6. Laterals into yard-garden. Valses to 5/8" hoses at set intervals, flood irrigation. Garden area overtaken by weeds in spots. Several areas of permanent herb raised beds.

1993

AUG 10 1994

9 22 '93

May 19, 1992

IRENE DODGE
P.O. BOX 472
COUNCIL ID 83612

RE: Water Right No. 67-07442

Dear Water Right Holder(s):

Department water right records show that you divert water from the Snake River or its tributaries under a water right that has a priority date later than December 29, 1976. This is the priority of the established minimum stream flow of the Snake River at the Weiser Gage (Weiser) in the amount of 4,750 cubic feet per second.

Because of the continuing drought conditions in the Snake River Basin, department hydrologists project that during 1992, there could be periods when the required minimum flow will not be satisfied due to low flows of the Snake River. The department urges you to not divert at a higher rate than authorized by your water right and to not use your right in any manner different than authorized. In addition, when the minimum flow will not be satisfied or is not being satisfied, you are required to cease diverting water under your water right, because your right is of later priority than the minimum stream flow at Weiser.

If the department determines the minimum flow will not be satisfied, the department will advise you and will provide as much lead time as possible in requiring that you temporarily cease your diversion of water. The greatest likelihood for this to occur is during a period from mid-June to late June.

While the department expects good cooperation from junior water right holders, water users should be aware that Section 42-352, Idaho Code, provides for penalties of up to \$100 per day for unauthorized diversions of water.

The department has contacted both the Idaho Power Company and the U.S. Bureau of Reclamation with respect to the timing of storage releases from upstream reservoirs for flow enhancement purposes. This type of coordination could minimize the impact on

AUG 10 1994

existing water users and reduce the need to curtail diversions.

The department has scheduled public information meetings relative to this potential regulation as follows:

Mountain Home - June 4, 1992 - 10:00 a.m. - gymnasium at
North Elementary School, 290 E. 12th N.

Caldwell - June 4, 1992 - 7:00 p.m. - Ballroom in the
Student Union Building, Albertson College of Idaho,
2112 Cleveland

If you have questions concerning this letter or wish to provide the name of a different contact person or address to receive department correspondence, please contact the department.

Sincerely,

L. GLEN SAXTON
Chief, Water Allocation Bureau

LGS:klg

APR 10 1994

May 30, 1991

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

RECEIVED
MAY 31 1991

Attention Secretary/Records Manager

Department of Water Resources

Re: Permit No. 67-7442

Dear Ms. Fleck,

I am writing this in the hope that the field examination for my water right can be done this summer season. I am seventy-three years and my heart now works only on a pacemaker and I would like to get this matter concluded.

I had rather expected one last summer but there was no further contact after the enclosed letter (copy). Since it did not say that I was to contact the department, I presumed to be contacted. If I am supposed to phone to set a date please let me know.

Thank you,

Irene Dodge

Irene Dodge
P.O. Box 108
Council, Idaho 83612

Phone (208) 253-4711

Home property: Jackson Creek Road, Council

RECEIVED
AUG 10 1994

*Sent to
Region for
response
5-31-91
[Signature]*



State of Idaho
DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 - (208) 327-7900

Copy

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

January 26, 1990

Irene Dodge
P.O. Box 108
Council, Idaho 83612

RE: Permit No. 67-7442

Dear Mrs. Dodge:

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

If you have questions concerning this matter, please feel free to contact the WESTERN Regional Office in Boise at (208)334-2190.

Sincerely,

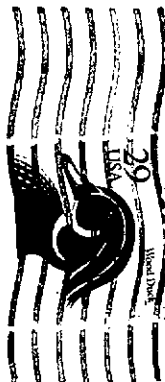
A handwritten signature in cursive script, reading 'Rita Fleck'.

Rita Fleck
Secretary/Records Manager

C: Region

AUG 10 1990

I. Dodge
P.O. Box 108
Council, Idaho 83612



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

Att: Rita Fleck
Secretary/Records Manager

AUG 10 1994

January 26, 1990

Irene Dodge
P.O. Box 108
Council, Idaho 83612

RE: Permit No. 67-7442

Dear Mrs. Dodge:

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

If you have questions concerning this matter, please feel free to contact the WESTERN Regional Office in Boise at (208)334-2190.

Sincerely,

Rita Fleck
Secretary/Records Manager

C: Region

RECEIVED

FEB 28 1990

RECEIPT
For Monies Paid
to the
IDAHO DEPARTMENT OF WATER RESOURCES

Copy
Receipt No: 0012545

Date: 10/26/89
Time: 12:01:03

Received
From: DODGE, IRENE

Type of Payment	Program Acct Class	Amount
BENEFICIAL USE EXAM FEE	0610199 1238 6390	\$35.00
Total		\$35.00

CHECK 3502

Idaho Department of Water Resources

Region: STATE

Signature: *Jeff Pappas*

RECEIVED
OCT 27 1989

RECEIPT
For Monies Paid
to the
IDAHO DEPARTMENT OF WATER RESOURCES

Copy

Receipt No: 0009613

Date: 08/16/89
Time: 15:47:36

VOIDED

da

1/22/90

Received
From: DODGE, IRENE

Type of Payment	Program Acct Class	Amount
BENEFICIAL USE (67-07442)	0620122 1238 6490	\$15.00

Total \$15.00

CHECK 3282

Idaho Department of Water Resources

Region: STATE

Signature: _____

MAILED

FEB 22 1990

RECEIPT
For Monies Paid
to the
IDAHO DEPARTMENT OF WATER RESOURCES

Copy

Receipt No: 0009640

Date: 08/16/89
Time: 09:58:13

Received
From: DODGE, IRENE

Type of Payment	Program Acct Class	Amount
PROOF OF BENEFICIAL USE (57-07442)	0620122 1238 6490	\$15.00
Total		<u>\$15.00</u>

CHECK 3283

Idaho Department of Water Resources

Region: STATE

Signature: _____

MISSING

FEB 28 1990

October ²³~~19~~, 1989

Irene Dodge
P. O. Box 108
Council, ID 83612

Dear Ms. Dodge:

Re: Permit No. 67-7442

The department received the proof of beneficial use form and letter dated September 11, 1989. The proof of beneficial use form is returned for more information and possibly, a fee.

I understand that Mr. Carlson is deceased. The department has changed the file to indicate you as the current owner of this permit.

The water right permit was issued for the diversion of water from the Weiser River for irrigation of 20 acres with a diversion rate of 0.40 cfs. Your letter states that ten acres of the twenty acres covered by this permit has been sold to your daughter. Out of this remaining ten acres only four is "feasible to develop". I also understand that you have houses and outbuildings on this property. For the purpose of proof submittal, please indicate the number of acres presently being irrigated including that irrigated by your daughter.

In previous correspondence, you advise the department that you wish to split the right showing the ten acres sold to your daughter. In my letter to you dated September 14, 1984, I sent an assignment form which when completed and returned would have given the department specific notice of how the right was to be split. It was never returned. The water right permit indicates the entire 20 acres of land in your name. I suggest that at this time you fulfill the requirement to submit proof of beneficial use and split the right after the proof submittal. An assignment form is enclosed.

To complete the information needed for proof submittal, estimate the diversion rate or calculate the rate by multiplying 0.02 cfs times the number of acres actually irrigated. Compare that rate with the enclosed fee schedule.

With receipt of an acceptable proof of beneficial use, the department will reinstate the permit, conduct a field inspection to determine the extent of beneficial use developed under this permit and issued a water right license. The fee submitted with the proof of beneficial use is a charged to conduct the field inspection.

MICROFILMED

FEB 28 1990

This permit lapsed. You have 30 days to return an acceptable proof of beneficial use form and, if applicable the license examination fee. At the end of this 30-day period the permit will be of no further force nor effect.

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

Sincerely,

RITA I. FLECK
Secretary/Records Manager

Enclosures

RECEIVED
MARCH 1 1990

FEB 28 1990

September 11, 1989

RECEIVED

L. Glen Saxton, Chief of Bureau
State of Idaho
Dept. of Water Resources
1201 North Orchard St, Statehouse Mail
Boise, Idaho 83720

Re: Permit 67-07442

SEP 14 1989

Department of Water Resources

Dear Mr. Saxton;

Enclosed please find my "proof of beneficial use" for reinstatement of my water permit 67-07442

A check for the \$15 fee was mailed in with my "proof of beneficial use" papers and letter dated August 11, 1989 to Rita Fleck your Department.

Delay in filing was due to a severe heart problem in June and a heart attack in July as stated in my letter of Aug. 11.

Please remove Mr. Carlson's name from the permit. This is now a third request. Proof of his death in Feb. 1981 and my ownership was submitted in 1985 at the time of extension request and should be on file.

Approximately four acres of the "feasible to develop" acreage has been developed. Part of the acreage is a camus bog which I would prefer to leave and the rest "upland waste land" some with sheer rock wall.

This property has been developed with substantial plantings of tree, shrubs, an acre of herb garden, a home use garden and small pasture from a barren, wild space. It is a small farm/residential property and not a large irrigated ranch. Ten acres of the 20 were sold immediately to my daughter. My acreage has a mobile home with extensions and also outbuildings. My daughter's acreage has a large substantial two story eight room house, barn and outbuildings.

My plantings have been with a view to soil retention, small animal and bird cover and a supplementary to S.S. income from herbals. Birds have increased substantially in the past ten years. I shall continue to develop my property as long as I am able. At 71 and with a severe heart condition that may not be for many more years but I would hope my heirs (daughter and son) or a future owner would continue to develop what I have begun in my retirement.

Certainly a piece of land cannot be developed in this rainless (summer) valley intervalle without river water irrigation and sufficient water for future development should be allowed. Property development is an on-going process and does not have cut off dates.

I am attaching a list of irrigation piping, etc being used here at this time.

I wish no further extensions but would like to get this permit cleared up and my daughters half of the water amount allotted. Although she had immediately purchased ten acres your department advised one water permit with one half allotted to her as part of the sale at the time the permit went into full effect.

Thank you for your attention to this matter.

Sincerely,

Irene Dodge

Irene Dodge, PO. Box 108, Council, Idaho 83612

Phone 253-4711

MICROFILMED

FEB 28 1990

Permit 67-07442 Irrigation piping, etc 1989 (Compare with submission 1985 for proof of further development).

One acre herb gardens and protecting line of shrubbery and trees.

P.V.C. 1½" piping and connections 560 feet

17 ~~double~~ hose faucet connection (brass)

17 vinyl double hose connections

Vinyl hoses either 25 or 50 foot lengths

22 assorted type metal sprinklers.

2 Jacuzzi 2 HP Electric pumps (One for breakdown of other)

Most of herbs grown need low water sprinklers and cannot tolerate high connections such as rainbirds due to leaf spotting or flower damage.

Beds are on a downhill grade so water flowing down from irrigation points are used also by lower beds. Final overflow, if any, waters a planting of willow where there will also be a mint bed.

Pasture (Rebecca Daniel's property)

P.V.C. piping 300 feet with connections and rainbirds

1 Jacuzzi 2 horsepower electric pump

1 gasoline pump (for breakdown of other)

MICROFILMED

FEB 23 1990

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.

August 14, 1989

LEONARD CARLSON
IRENE DODGE
P.O. BOX 472
COUNCIL, ID 83612

LAPSE NOTICE

RE: PERMIT NO. 67-07442

Dear Permit Holder:

You are hereby notified that under the provisions of Section 42-218A, Idaho Code, the above referenced water permit has lapsed. This office did not receive either an acceptable proof of beneficial use submittal or an acceptable request for an extension of time. You were provided the proper form in our proof due notice to you dated May 31, 1989.

Your permit cannot be reinstated unless you submit proof of beneficial use or submit an extension of time request showing reasonable cause for delay. Either the completed proof of beneficial use submittal (including the examination fee or a completed field examination report) or the extension request form together with the \$15 fee must be received by this department within sixty days of the date of mailing of this lapse notice or the permit will no longer be of any force or effect.

A proof of beneficial use form and a request for extension of time form are again enclosed for your use. Please note 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 which might bring title to the water in question.

L. GLEN SAXTON
Chief, Water Allocation Bureau

Enclosures

LGS:RF

8-18-1989
[Signature]

August 11, 1989

Rita Fleck, Sect/Records Manager
State of Idaho
Dept of Water Resources
1301 North Orchard St, Statehouse Hall
Boise, Idah 83720

Re: Permit #67-07442

Dear Rita Fleck,

This wee is the first time for a period of two months that my health has permitted me to handle any business or paper work, including the Proof Due Notice for my water permit which was due Aug 1.

I am now 71 years old and in December of 1985 after several months of heart problems had a pace maker inserted at St. Lukes. This year in February my heart went into severe atrial fibrillation and would not permit the pace make to work. At the time of the receipt of your notice June 2 my pulse was 130 and most of my time was spent in bed and usually in deep sleep. After a heart attack on July 19, I was flown to St. Lukes to the Critical Care unit for evaluation. Recuperation in the heat of summer has been very slow and I am just now, this week able to get back to paper work (and bills) which were dropped at the time of my attack.

I hope this constitutes sufficient reason for my delay in action.

I note that Leonard Carlson's name is still on my permit. Please remove it. It should have been removed five years ago at the time of request for extension. According to the copies in my file your department was sent a copy of Leonard's death notice (Feb. '81) and also proof of my sole interest by copy of the Deed of Distribution of Mr. Carlson's will.

With my letter of July 23, 1984 I also sent proof of my daughter's ownership of 10 acres of the 20 I had purchased. This 10 acres was sold to my daughter Rebecca Dodge Breske (now Daniels) immediately in June after my purchase. Completed payment date for her purchase will be 1998. She will of course inherit my 10 acres.

My were advised on June 8, 1978 by your department to file but one water right for the total of 20 acres.

This is another piece of business I would like to see finished. Please advise.

My daughter's 10 acres has had irrigation supplied to about two acres of pasture land from the river. The gas pump system was dismantled this Spring and an electric pump purchased which has not yet been installed.

My one acre of herb garden/supplementary income project has progressed about as far as I can now with my heart problems carry it. I have added some irrigation pipe, hoses and sprinklers since my 1984 extension information. Also an emergency (2nd) electric pump.

I would like this whole matter of water right settled both mine and Rebecca's as I feel my time is now very shortened to carry on business and this property does need some water from the Weiser in order to be productive and not completely waste land.

Thank you for your attention to this matter. I am enclosing my \$15 fee.

Irma Dodge

FEB 28 1990


IRENE DODGE
 013 14 1909
 P O BOX 108 253-4711
 COUNCIL, ID 83612

AUG 15 Recd 3283
Aug 11 19 *89* 92-1/1241

PAY TO THE ORDER OF Department of Water Resources \$ 15.00
Fifteen and 00/100 DOLLARS

Idaho first
 IDAHO FIRST NATIONAL BANK
 COUNCIL OFFICE 16
 P.O. Box 8
 Council, Idaho 83612

FOR Fee for examination
white eyes *Irene Dodge*
 ⑆12⑆000⑆9⑆ ⑆100⑆6063487⑆ 2830 ⑆000000⑆1500⑆

-07442

FEB 1 1991

submitted me to
later permit which was

due Aug 1.

I am now 71 years old and in December of 1985 after several months of heart problems had a pace maker indented at St. Lukes & This year in February my heart went into severe atrial fibrillation and would not permit the pace make to work. At the time of the receipt of your notice June 2 my pulse was 130 and most of my time was spent in bed and usually in deep sleep. After a heart attack on July 19, I was flown to St. Lukes to the Critical Care unit for

138299

May 31, 1989

LEONARD CARLSON
IRENE DODGE
P.O. BOX 472
COUNCIL, ID 83612

PROOF DUE NOTICE

RE: PERMIT NO. 67-07442

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 August 1, 1989. (See last page of your approved permit or your last approved extension request.) Enclosed is a form which when accompanied by the license examination fee or a complete field examination report prepared by a certified water right examiner may be used to submit the required proof.

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

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

SINCERELY,

Rita Fleck
Secretary/Records Manager

Enclosures

MAILED
FEB 28 1990

September 13, 1984

Irene Dodge
P. O. Box 472
Council, ID 83612

Dear Ms. Dodge:

Re: Permit No. 67-7442

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 August 1, 1985.

Enclosed also is an assignment form. As the application for permit was filed, it proposes irrigation of 20 acres. I understand that your daughter is purchasing 10 acres of the land covered by this permit. If you wish a portion of the water right to be conveyed to her for the 10 acre portion she is irrigating, complete and return the assignment form.

You ask whether the Department will grant a request for another point of diversion. As long as the points of diversion stay within the same 40-acre tract and have the same source of water as proposed on your permit, that is the NW1/4SW1/4, Sec. 28, Twp. 16N, Rge. 1W and Weiser River respectively, no additional paperwork is needed.

If I can answer any more questions you might have, please let me know.

Sincerely,

RITA I. FLECK
Secretary/Records Manager

Enclosure



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 22, 1998

Irene Dodge
P.O. Box 472
Council ID 00012

PERMIT NO. 67-7442

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. 34962

Roberta Garrett
Records Supervisor

Enclosure

RECEIVED
JUL 23 1998
STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Copies of
the blue binder bound-copy file
marked Jackson Creek Rd

Papers put in Idaho First Safety
Box # 76746 Nov 3, 1983

RECEIVED

JUL 20 1984

Department of Water Resources

- 1 Deed of Distribution by Personal Representative
Irene Dodge for & from Leonard Carlson deceased
Dated March 22, 1983 (for his interest
1/2 acre in one acre piece of land) Jackson Creek Rd
Instrument # 65859
- 2 Deed of Distribution same as above for
L. Carlsons 1/2 interest in 2nd 1 acre piece
Dated March 22, 1983
Instrument # 65858
- 3 Instrument # 65862
Memorandum of Contract of Sale
Irene Dodge to Rebecca Dodge Daniels
10 acres Jackson Creek Rd dated March 22, 83
- 4 Instrument # 65861
Warranty Deed Irene Dodge to Rebecca
Dodge Daniels (1 Free Acre) dated March 22/83
- 5 Receipted letter from Idaho State Bank for
papers they received Nov 1, 1983 which they had
specified they needed to remove L. Carlsons name
from escrow. (Mc Collom to Carlson & Dodge)
The deed mentioned is I believe for Leonard's half to
me & should be returned when escrow is paid
in full - along with deed for 18 acres (excess
of 2 free acres) purchased

Papers concerning Leonard Carlson will, death etc

1 Copy of inventory of Carlson estate showing no equity in Jackson Ch. Rd property dated Sept 15, 1982

evidence presented to this effect and so ruled by Judge Whitman, Adams Co. Court house Nov 4/82

1 Power of Attorney to Irene Dodge also notarized in Idaho

2 Copy of lost will & testament Leonard Carlson

3 Copy of Death Certificate L. Carlson

4 Inheritance Closing Tax letter (copy) notarized

5 Miscellaneous copies of other papers pertaining to above

6 Original inventory & distribution of estate of L. Carlson (copy)

Copy of Dr Oberchman's Letter April 29/80 concerning Lenny's condition
Cremation ^{authorization} order & bills & receipts

There is a metal file box - gray - marked
proof of ownership of Irene Dodge
L. Carlson was partner in anything

D. Gordon said this should be kept for
some time to come in case any questions
arise to establish identity of L. Carlson

Feb 74 at a "meeting" in Boulder, Colo

PROPERTY

RECEIVED

JUL 30 1984

July 23, 1984

Department of Water Resources

State of Idaho
Water Resources Board
State House
Boise, Idaho 83720

*Please excuse appearance
My typewriter quit on July 23
while working on this and
I had to borrow another -
unfortunately an IBM - and
unfamiliar. J.D.*

Dear Board:

Please note the following changes in the information as originally stated on application 57-7442.

Irene Dodge is now sole applicant and owner of property described.

Leonard Carlson died Feb. 22, 1981. (Copy of death certificate enclosed)

Irene Dodge was personal representative and grantee under probated will of Leonard Carlson. (Copy of Deed of Distribution, 1st page, and Supplemental Escrow Instruction enclosed for proof information. If you need other advise).

Change of address: Irene Dodge
P.O. Box 472
Council, Idaho 83612

Reasons for not completing irrigation project at this date Aug. 1, 1984

I am not certain whether project is complete or not. Only description of on application is "pump and pipe".

If it is presumed that 20 acres are to be irrigated, the amount of acreage which it is possible to reclaim and improve is much under that, 10 maximum.

If the project is supposed to include maximum irrigateable acreage than it is not completed for the following reasons:

Due to a number of reasons, but primarily illness, the property was not immediately occupied in August 1978 as intended at time of application June 8, 1978.

June 1, 1980 Leonard Carlson ^{and I} finally moved on to the 10 acres which was ours and at the same time my recently remarried daughter, Rebecca Dodge Daniels and her husband moved onto their 10 acres and started construction of a 2 story home and some small farm outbuildings. (I have enclosed a copy of her Contract of Sale and later Memorandum of Contract in event you need proof of her early purchase and pursuant to a statement which I will make later regarding advice from a representative of your dept. in 1978.)

RECEIVED

Re: application 67-7442

In June 1980 when we moved onto our 10 acres Leonard Carlson was dying of a lung cancer which was attached to his heart. He had just been released from the Veterans' Hospital, Boise after 5 months of operations and treatment. He died the following Feb. 1981. In the period from June -Oct. our time was occupied with running a water line from the well dug in Aug. 78, putting in a septic system and electricity and telephone.

In May 1981 I started the development of a small commercial herb farm which I hope will eventually supplement Social Security which is now my only income. To develop 1 acre for a paying proposition is supposed to be a 2 person job over a 3 year period. I now have 3/4 acres of 5'x20' beds and 40 species of plants. Barring complete grasshopper destruction and/or bad fall weather, I hope to complete the 1 acre project this Fall. A great deal of time (as well as work and money) have been spent in improving the lava dust soil of this acre with sand peatmoss and gypsum into friable, water-absorbent soil.

Two acres are all I envision as ever being able to handle for this herb venture.

Until it reached a 1/2 acre area I watered with hose attached to my well system and sprinklers. Mid-last summer I purchased and installed an 2 H.P. electric pump (as I could not handle a gasoline engine) and plastic pipe. Rainbirds throw too heavy a jet for seed beds and young plants so I have been experimenting with a number of hose attached sprinklers.

The beds and paths are heavily mulched with straw (40 bales this season) to conserve water and keep the soil moist. When rotted this is turned in to increase friability and replaced with fresh. I have always been a conservationist and believe unproductive land should be improved and made productive.

There is approximately ~~7.5~~ 7 acres which should be improved into good pasture land for our few animals (a small herd of Nubians and 3 cows) but I need another point of diversion for the 5 H.P. gasoline engine. I hope you will grant this. It is impracticable and unnecessarily expensive to run lines from the point of diversion I am using for the herbs as the pasture on this south side of the county road is at the opposite end of our river frontage and the other 3-4 acres which may be utilized are across the road and separated from it by a camus bog. The small acreage lies ^{up} on my daughters property and 1/2 on mine between the bog and the bare rock slopes of two small hills.

On June 8, '78 Mr. Carlson and I spent almost two hours talking with a young man in the Water Resources office (by appointment). We had purchased the Jackson Creek Rd. property June 1. My daughter was purchasing half of the twenty acres and at the time the papers were in the process of being

Re: Application 67-7442

drawn up by a lawyer. We had moved from New England which does not have the water problems of Idaho and the whole concept of permits and limited water use was new to us but we wanted to be certain to comply with all regulations. This man made several mistakes in drawing up our application which delayed our date to 1979. (You should have my correspondence relating to this on file dated Aug. 6, 1979 and the reply from your dept. dated Aug. 16, 1979 signed W. R. Gossett)

Although your man was told that my daughter was immediately purchasing 10 acres of my 20 he advised one application saying that $\frac{1}{2}$ of the water right would go with her property when she got her deed. Since her deed date would be 1998 when payment was complete that seemed pretty ridiculous to me then and more so now.

Had he advised that we both wait until her sale contract was finished and that she also fill out a water application, there would be no problem now. There would be two points of diversion as needed to improved this property.

Thank you for your attention to this matter.

Irene Dodge

Irene Dodge

PO Box 472

Council, Id 83612

Enclosures 5

Re. App. 67-7442 • Enclosure 1

James
copy

MAR 2 1981

State of Idaho
CERTIFICATE OF DEATH

State File No. 5
Local Reg. No. 300
Reg. Dist. No. 300

TYPE
OR PRINT
IN
PERMANENT
INK

DECEDENT

PARENTS

DISPOSITION

CERTIFIER

IF DEATH WAS DUE
TO OTHER THAN
NATURAL CAUSES
THE CERTIFIER
MUST COMPLETE
AND SIGN THE
CERTIFICATE

CONDITIONS
IF ANY
WHICH LEAVE
HINT TO
IMMEDIATE
CAUSE
STATING THE
UNDERLYING
CAUSE LAST

CAUSE OF
DEATH

1. DECEASED NAME LEONARD VERNON CARLSON		2. SEX MALE		3. DATE OF DEATH (Mo., Day, Yr.) FEB. 22, 1981	
4. RACE WHITE		5. AGE 50		6. DATE OF BIRTH (Mo., Day, Yr.) JUNE 5, 1930	
7. CITY, TOWN OR LOCATION OF DEATH COUNCIL		8. COUNTY OF DEATH ADAMS		9. RESIDENCE RESIDENCE	
10. MARITAL STATUS MAINE		11. U.S.A. U.S.A.		12. DIVORCED DIVORCED	
13. SOCIAL SECURITY NUMBER 007-24-9977		14. USUAL OCCUPATION (If any) CARPENTER		15. KIND OF BUSINESS OR INDUSTRY CONSTRUCTION	
16. RESIDENT STATE IDAHO		17. COUNTY ADAMS		18. CITY, TOWN OR LOCATION COUNCIL	
19. STREET AND NUMBER BOX 472		20. INSIDE CITY LIMITS YES		21. FATHER'S NAME ARTHUR L. CARLSON	
22. MOTHER'S NAME ESTELLE M. NOWOHE		23. BIRTHPLACE IDAHO		24. STATE IDAHO	
25. BOX 472 COUNCIL		26. IDAHO 83612 IDAHO 83612		27. CREMATION CREMATION	
28. DATE FEB. 23, 1981		29. CLOVERDALE CREMATORY CLOVERDALE CREMATORY		30. BOISE BOISE	
31. NORTHAM-JONES NORTHAM-JONES		32. WEISER, IDAHO 83672 WEISER, IDAHO 83672		33. FUNERAL HOME FUNERAL HOME	
34. DATE 2/26/81		35. DATE 2/22/81		36. TIME 4:30	
37. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) Sam A. Monger, M.D. P.O. Box 3 Council Idaho 83612		38. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.) 2/27/81		39. IMMEDIATE CAUSE Myocardial infarction	
40. PART I Myocardial infarction		41. PART II Myocardial infarction		42. PART III Myocardial infarction	
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265. PART LXXXXXXXVII Myocardial infarction		266. PART LXXXXXXXVIII Myocardial infarction		267. PART LXXXXXXXIX Myocardial infarction	
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271. PART LXXXXXXXIV Myocardial infarction		272. PART LXXXXXXXV Myocardial infarction		273. PART LXXXXXXXVI Myocardial infarction	
274. PART LXXXXXXXVII Myocardial infarction		275. PART LXXXXXXXVIII Myocardial infarction		276. PART LXXXXXXXIX Myocardial infarction	
277. PART LXXXXXXXI Myocardial infarction		278. PART LXXXXXXXII Myocardial infarction		279. PART LXXXXXXXIII Myocardial infarction	
280. PART LXXXXXXXIV Myocardial infarction		281. PART LXXXXXXXV Myocardial infarction		282. PART LXXXXXXXVI Myocardial infarction	
283. PART LXXXXXXXVII Myocardial infarction		284. PART LXXXXXXXVIII Myocardial infarction		285. PART LXXXXXXXIX Myocardial infarction	
286. PART LXXXXXXXI Myocardial infarction		287. PART LXXXXXXXII Myocardial infarction		288. PART LXXXXXXXIII Myocardial infarction	
289. PART LXXXXXXXIV Myocardial infarction		290. PART LXXXXXXXV Myocardial infarction		291. PART LXXXXXXXVI Myocardial infarction	
292. PART LXXXXXXXVII Myocardial infarction		293. PART LXXXXXXXVIII Myocardial infarction		294. PART LXXXXXXXIX Myocardial infarction	
295. PART LXXXXXXXI Myocardial infarction		296. PART LXXXXXXXII Myocardial infarction		297. PART LXXXXXXXIII Myocardial infarction	
298. PART LXXXXXXXIV Myocardial infarction		299. PART LXXXXXXXV Myocardial infarction		300. PART LXXXXXXXVI Myocardial infarction	

RECEIVED
JUL 30 1984

State of Idaho. }
County of Ada }

Department of Water Resources

THIS IS TO CERTIFY That this is a certified copy of a certificate filed with the Department of Health and Welfare under Title 39, Idaho Code.

MAR 3 1981
Date Issued

Janet M. Wick
State Registrar of Vital Statistics

Re application 67-7442

Encl. 2

DEED OF DISTRIBUTION
BY PERSONAL REPRESENTATIVE

THIS DEED, made by IRENE DODGE, as personal representative of the estate of Leonard Carlson, deceased, Grantor, to IRENE DODGE, Grantee, whose address is P.O. Box 472, Council, Idaho 83612.

WHEREAS, Grantor is the qualified personal representative of said estate, filed as Probate Number P-192, in Adams County, Idaho, and

WHEREAS, Grantee is entitled to distribution of the hereinafter described real property under the terms and conditions of the Last Will and Testament of the decedent, which Last Will and Testament is on file in the captioned probate, and also pursuant to that certain Estate Closing Order issued on the 9th day of November-, 1982;

NOW THEREFORE, for and in consideration of good and valuable consideration received, and in consequence of the fact that Grantee was named in the Last Will and Testament of Leonard Carlson, which document was formally probated in the captioned probate, the Grantor, in her capacity as personal representative of the estate of Leonard Carlson, deceased, does hereby convey and release unto Grantee an undivided one-half interest in and to the following described real property lying and situated in Adams County, Idaho, to wit:

A parcel of land lying and situated in the E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 28, Township 16 North, Range 1 West of the Boise Meridian, more particularly described as follows:

Beginning at a point common in Sections 28, 29, 32 and 33. Thence north on and along the Section line common to Section 28 and 29 a distance of 1980 feet thence east at right angles a distance of 1112 feet to a point which is the true place and point of beginning; thence continuing east on the same line a distance

inafter described real property under the terms and conditions of the Last Will and Testament of the decedent, which Last Will and Testament is on file in the captioned probate, and also pursuant to that certain Estate Closing Order issued on the 9th day of November-, 1980;

NOW THEREFORE, for and in consideration of good and valuable consideration received, and in consequence of the fact that Grantee was named in the Last Will and Testament of Leonard Carlson, which document was formally probated in the captioned probate, the Grantor, in her capacity as personal representative of the estate of Leonard Carlson, deceased, does hereby convey and release unto Grantee an undivided one-half interest in and to the following described real property lying and situated in Adams County, Idaho, to wit:

A parcel of land lying and situated in the E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 28, Township 16 North, Range 1 West of the Boise Meridian, more particularly described as follows:

Beginning at a point common in Sections 28, 29, 32 and 33. Thence north on and along the Section line common to Section 28 and 29 a distance of 1980 feet thence east at right angles a distance of 1112 feet to a point which is the true place and point of beginning; thence continuing east on the same line a distance of 208 feet to a point which is on the east boundary line of NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 28. Thence north on said boundary line a distance of 208 feet to a point. Thence west at right angles to said east boundary line a distance of 208 feet to a point. Thence south a distance of 208 feet more or less, to the true point and place of beginning. Less existing road right of ways.

with all appurtenances.

DEED OF DISTRIBUTION - 1

EXECUTED this _____ day of _____, 1983.

IRENE DODGE

Personal Representative of the
estate of Leonard Carlson, deceased.

STATE OF IDAHO)
County of Adams) ss.

On this _____ day of _____, 1983, before me, a Notary Public, personally appeared IRENE DODGE, known to me to be the person whose name is subscribed to the within instrument, as personal representative of the estate of Leonard Carlson, and acknowledged to me that she executed the same as such personal representative.

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 Idaho.
Residing at _____, Idaho.

U.S. DEPARTMENT OF AGRICULTURE

Re: Application 67-7442 Encl 3

Copy to Escrow

SUPPLEMENTAL ESCROW INSTRUCTIONS

TO: Idaho State Bank
Cambridge Branch
Cambridge, Idaho 83610

RE: McCOLLUM to CARLSON and DODGE ESCROW

Ladies and Gentlemen:

You are presently serving as escrow holder in the captioned escrow. Leonard Carlson, one of the purchasers, died on the 22nd day of February, 1981. His Last Will and Testament was admitted to probate in the District Court of the Third Judicial District of the State of Idaho, in and for the County of Adams, Magistrate's Division, in Case No. P-192. A final Estate Closing Order was issued in this case on the 9th day of November, 1982. This order authorized and directed Irene Dodge, the duly appointed Personal Representative of the Estate of Leonard Carlson, deceased, to deliver and distribute title and possession of all of the assets of the estate to the distributees set forth in the will. The said Irene Dodge was named in the Last Will and Testament of Leonard Carlson, deceased, as the sole distributee of all of his property.

In line with this Estate Closing Order, I, in my capacity as Personal Representative, have prepared a Deed of Distribution by Personal Representative, deeding unto Irene Dodge, a single woman, the one-half of interest of Leonard Carlson in and to the real property (consisting of approximately 18 acres) which is the subject of contract in your escrow. Appropriate Deeds of Distribution for the two one acre tracts which were released and conveyed to Carlson and Dodge upon the execution of the Contract have also been prepared and executed.

I am hereby transmitting to you at this time the deed respecting Leonard Carlson's one-half interest in the real property which is the subject of your Contract. I ask that you lodge this document into the existing escrow and return it unto me at such time as there has been full compliance with the terms and conditions of the contract or in the event of a consummated forfeiture, whichever sooner occurs.

Further, given that I am now the sole purchaser under the contract, and have succeeded to all of the right title and interest of Leonard Carlson, you are authorized and directed to treat me as the sole buyer thereunder. You are further authorized and directed to remove Leonard Carlson's name from all documents respecting this escrow. All notices which can or should be sent thereunder should be sent to me at the following address: Irene Dodge, P.O. Box 472, Council, Idaho 83612.

DATED this _____ day of _____, 1983.

Re App. 67-7442 Encl. 4

CONTRACT OF SALE OF REAL PROPERTY

THIS AGREEMENT made and entered into this 25th day of August, 1978, by and between LEONARD CARLSON, a single man, and ~~LEONARD CARLSON~~ LEONARD CARLSON, a single man, and ~~LEONARD CARLSON~~ LEONARD CARLSON, a single woman, hereinafter called Sellers, and REBECCA DODGE BRESKE, a single woman, hereinafter called Buyer.

WITNESSETH: That the Sellers agree to sell to the Buyer and the Buyer agrees to buy of the Sellers the following described real estate, with appurtenances, situated in Adams County, State of Idaho, more particularly described as follows, to-wit:

The West one-half of the East one-half of the Northwest one-quarter of the Southwest one-quarter (W 1/2 E 1/2 NW 1/4 SW 1/4), of Section 28, Township 16 North, Range 1 West, Boise Meridian;

EXCEPTING THEREFROM the following: A tract or parcel of land located in the W 1/2 E 1/2 NW 1/4 SW 1/4 of Section 28, Township 16 North, Range 1 West, Boise Meridian, more particularly described as follows: Beginning at a point common to Sections 28, 29, 32, and 33; thence North on and along the section line common to Sections 28 and 29, a distance of 1980 feet., thence East at a right angle a distance of 660 feet, to a point which is the true point and place of beginning; thence continuing East on the same line a distance of 208 feet to a point; thence North at a right angle and parallel to the above mentioned section line a distance of 208 feet to a point; thence Westerly at a right angle a distance of 208 feet to a point; thence Southerly at a right angle a distance of 208 feet, more or less to the true place and point of beginning. ALSO EXCEPTING THEREFROM an easement for ingress and egress across the whole of the East 1/2 of the NW 1/4 SW 1/4 of Section 28, Township 16 North, Range 1 West, Boise Meridian, which easement is over an existing access road, and which easement is reserved in favor of Perry A. McCollom and Ruth M. McCollom, husband and wife, to benefit the SW 1/4 SW 1/4 of Section 28, in said Township and Range, the SE 1/4 SE 1/4 of Section 29 of the said Township and Range and the NE 1/4 NE 1/4 of Section 32 of the said Township and Range, which parcels of land to be benefitted are the subject of a Contract of Sale

RECEIVED
JUL 30 1984

Department of Water Resources

Re application 67-7442
Enclosure 5

Copy - Irene

MEMORANDUM OF CONTRACT
OF SALE

RECEIVED

JUL 30 1984

TO WHOM IT MAY CONCERN:

Department of Water Resources

YOU ARE HEREBY NOTIFIED that in 1978, Leonard Carlson, a single man and Irene Dodge, a single woman, did make and enter into that certain CONTRACT OF SALE OF REAL PROPERTY with Rebecca Dodge Breske, then a single woman, as buyer.

This contract was for the sale of the following described premises in Adams County, Idaho, to wit:

The West one-half of the East one-half of the Northwest one-quarter of the Southwest one-quarter (W $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$), of Section 28, Township 16 North, Range 1 West, Boise Meridian;

EXCEPTING THEREFROM the following: A tract or parcel of land located in the W $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 28, Township 16 North, Range 1 West, Boise Meridian, more particularly described as follows: Beginning at a point common to Sections 28, 29, 32 and 33; thence North on and along the section line common to Sections 28 and 29, a distance of 1980 feet. Thence North on and along the section line common to Sections 28 and 29, a distance of 1980 feet. Thence East at a right angle a distance of 660 feet, to a point which is the true point and place of beginning; thence continuing East on the same line a distance of 208 feet to a point; thence North at a right angle and parallel to the above mentioned section line a distance of 208 feet to a point; thence Westerly at a right angle a distance of 208 feet to a point; thence Southerly at a right angle a distance of 208 feet, more or less to the true place and point of beginning. ALSO EXCEPTING THEREFROM an easement for ingress and egress across the whole of the East one-half of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 28, Township 16 North, Range 1 West, Boise Meridian, which easement is over an existing access road, and which easement is reserved in favor of Perry A. McCollom and Ruth M. McCollom, husband and wife, to benefit the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 28, in said Township and Range, the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 29 of the said Township and Range and the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 32 of the said Township and Range, which parcels of land to be benefitted are the subject of a Contract of Sale between the said Perry A. McCollom and Ruth M. McCollom, husband and wife, as Sellers therein, and Gregory P. Eich and Martha Eich, husband and wife, as Buyers therein. AND SUBJECT to all easements or rights of way granted and/or of record, and TOGETHER WITH

The West one-half of the East one-half of the Northwest one-quarter of the Southwest one-quarter (W $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$), of Section 28, Township 16 North, Range 1 West, Boise Meridian;

EXCEPTING THEREFROM the following: A tract or parcel of land located in the W $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 28, Township 16 North, Range 1 West, Boise Meridian, more particularly described as follows: Beginning at a point common to Sections 28, 29, 32 and 33; thence North on and along the section line common to Sections 28 and 29, a distance of 1980 feet. Thence North on and along the section line common to Sections 28 and 29, a distance of 1980 feet. Thence East at a right angle a distance of 660 feet, to a point which is the true point and place of beginning; thence continuing East on the same line a distance of 208 feet to a point; thence North at a right angle and parallel to the above mentioned section line a distance of 208 feet to a point; thence Westerly at a right angle a distance of 208 feet to a point; thence Southerly at a right angle a distance of 208 feet, more or less to the true place and point of beginning. ALSO EXCEPTING THEREFROM an easement for ingress and egress across the whole of the East one-half of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 28, Township 16 North, Range 1 West, Boise Meridian, which easement is over an existing access road, and which easement is reserved in favor of Perry A. McCollom and Ruth M. McCollom, husband and wife, to benefit the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 28, in said Township and Range, the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 29 of the said Township and Range and the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 32 of the said Township and Range, which parcels of land to be benefitted are the subject of a Contract of Sale between the said Perry A. McCollom and Ruth M. McCollom, husband and wife, as Sellers therein, and Gregory P. Eich and Martha Eich, husband and wife, as Buyers therein. AND SUBJECT to all easements or rights of way granted and/or of record, and TOGETHER WITH the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

Subsequent of the entering into of the Contract Leonard Carlson died the 22nd day of February, 1981, and in the probate of his estate all of this right, title and interest

MEMORANDUM - 1

into the contract mentioned for the real property which is the subject thereof, was awarded to Irene Dodge. Additionally, Rebecca Dodge is now married to ^{Charles} Henry Daniels and is known as Rebecca Dodge Daniels. The Contract first above referred to remains in full force and effect, and this memorandum is given to evidence and confirm the agreement embodied in the contract referred to above to which reference is made for its complete terms and condition.

DATED this ____ day of _____, 1983.

IRENE DODGE

REBECCA DODGE DANIELS

STATE OF IDAHO)
) ss.
County of Adams)

On this ____ day of _____, 1983, before me, a Notary Public in and for the said State, personally appeared IRENE DODGE, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she 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 Idaho
Residing at _____, Idaho.

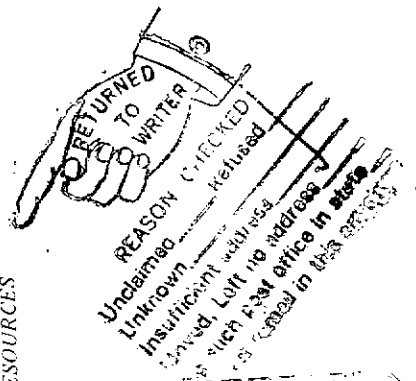
STATE OF IDAHO)
) ss.
County of Adams)

On this ____ day of _____, 1983, before me, a Notary Public in and for the said State, personally appeared REBECCA DODGE DANIELS, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Statehouse
Boise, Idaho 83720



138811

INTER-DEPARTMENT MEMO — 1

FROM

Reta Flunk

DATE 6-21-1984

TO

File 67-7442

SUBJECT

Returned B/U Notice

*The Adams County Assessor has an address of
P.O. Box 472*

*Council, Ad for Irene Dodge, Leonard
Carlson is deceased*


SIGNATURE

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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

138811

DODGE, IRENE
P.O. BOX 95
FRUITVALE, ID 83620

PROOF DUE NOTICE

MAY 31, 1984

DEAR PERMIT HOLDER:

ONE OF THE CONDITIONS OF APPROVAL OF YOUR WATER PERMIT NO. 67-7442 WAS THAT PROOF OF THE EXTENT OF YOUR BENEFICIAL USE MUST BE SUBMITTED TO THIS OFFICE ON OR BEFORE AUGUST 01, 1984. (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

RECORDED
INDEXED

August 29, 1979

Irene Dodge & Leonard Carlson
P.O. Box 95
Fruitvale, Idaho 83620

Dear Ms. Dodge, & Mr. Carlson,

RE: Permit No. 67-7442

Enclosed is a copy of your approved Application for Permit. We direct your attention to the conditions of approval as listed on the fourth page. Be sure to note the special condition requiring you to install a lockable device on your diverting works.

Please be advised that there is insufficient natural flow available in the Weiser River and tributaries to provide water for a new appropriation throughout the entire season of use.

During the spring run-off each year, there may be a period of time in which the prior rights to the use of natural flow and storage are filled leaving water available for your later-in-time permit. As the natural flow diminishes, however, there would be no water available for your right unless you had arranged for an additional source of water as a supplemental supply.

This information is provided so that you will not be mislead into thinking that this permit will provide sufficient water through the entire season of use. If you have any questions regarding this matter, please feel free to contact this office.

The exercise of this permit may also be affected by the court's determination of water rights in the case of Idaho Power Company v. State of Idaho, et al., Civil No. 62237, currently pending before the District Court of Ada County.

Idaho Power officials tell us that because of Case No. U-1006-124 filed before the Idaho Public Utilities Commission, Idaho Power Company is asking the District Court of Ada County to determine whether the Power Company's water rights on the Snake River are protected against subsequent upstream appropriations in the waters of the Snake River and surface and subterranean tributaries between Milner Dam and Hells Canyon.

Since the use of water under your permit may affect the flows in this reach of the Snake River, the final decision in Idaho Power Company v. State of Idaho, et al. (Ada County Civil No. 62237) may determine to what extent the exercise of your permit may be subject to the water rights of Idaho Power.

Page 2

67-7442

While the Ada County court is examining this question, Idaho Power Company has not filed a specific protest to your permit. However, the Department of Water Resources has been advised that the Power Company is not waiving any of its rights to contest or limit the exercise of your permit or a subsequent license or water right.

If you have any questions, please let us know.

Sincerely,

DAVID R. TUTHILL, JR.
Supervisor, Water Allocations Section

DMH:pr

Enclosure

August 14, 1979

State of Idaho
Depart. of Water Resources
Western Region
92 Cole Rd.
Boise, Idaho 83705

Attention:
William R. Gossett
Acting Supervisor

Irene Dodge
&/or Leonard Carlson
P.O. Box 95
Fruitvale, Idaho 83620

Re: Permit Application
#67-7442

Previous letter dated:
August 6, 1979

Dear Mr Gossett:

A few days after my letter to your department and to your attention I learned that Charles Normand had returned to Idaho and was living in Cambridge. I mailed him a release form and he returned it promptly. Please find the same herein enclosed.

Yours truly,

Irene Dodge
Irene Dodge:

RECEIVED
AUG 16 1979
DEPARTMENT OF WATER RESOURCES
Western Regional Office

R E L I N Q U I S H M E N T

TO WHOM IT MAY CONCERN:

I hereby relinquish to the State of Idaho,
all my right, title and interest in and to Permit to appropriate
the Public Waters of the State of Idaho, No. 67-7353.

Signed at Cambridge ^{Id.} this 10th day
of August, 19 79.

Charles G. Norman
Permit Holder

ATTEST:

J. L. [Signature]

RECEIVED

AUG 16 1979

Department of Water Resources
Western Regional Office

MICROFILMED



State of Idaho

DEPARTMENT OF WATER RESOURCES

WESTERN REGION, 92 South Cole Road, Boise, Idaho 83705

JOHN V. EVANS
Governor

(Office at the corner of
Franklin and Cole Roads)

C. STEPHEN ALLRED
Director

(208) 384-2190

August 15, 1979

Irene Dodge
P.O. Box 95
Fruitvale, ID 83620

RE: Application No. 67-7442 and Permit No. 67-7383

Dear Ms. Dodge:

Enclosed is a copy of a letter I am sending to Mr. Normand as a first step toward resolving the problem with conflicting permits. If you have a better address for him, please advise me of it to expedite the matter.

I also wanted to ease some of your concern about delays of the permit processing as expressed in your recent letter. The priority established for your water right applied for under permit application 67-7442 will be the date you applied and will not be delayed because of any problems we have had with processing. Therefore, you need not be concerned that more recent filings will effect your priority.

Sincerely,

WILLIAM R. GOSSETT
Acting Regional Supervisor

WRG:kk

Enclosure

ENCLOSURE

August 15, 1979

Mr. Charles Normand
P.O. Box 81
Fruitvale, ID 83620

RE: Permit No. 67-7383

Dear Mr. Normand:

The above referenced approved permit conflicts with a newer application filed by another party for the same use. The more recent applicant has supplied evidence to show an ownership interest in the parcel of land in question and has disputed your legal right to develop the land. Because of the existence of your approved permit, the Department cannot approved the applicant's proposal.

In order to clarify this situation, I am hereby informing you that the provision of Section 42-204 of the Idaho Code requires that:

"Every holder of a permit which shall be issued under terms and conditions of an application filed hereafter appropriating twenty-five (25) cubic feet or less per second must, within sixty (60) days from the date upon which said permit issues from the office of the Department of Water Resources, commence the excavation or construction of the works by which he intends to divert the water..."

Please inform this office of what work has been comenced on this project so that we can schedule on inspection to assume compliance with the Idaho Code. If I have not received a reply within 20 days of receipt of this letter, the Department will begin action to have the above referenced permit canceled.

Sincerely,

WILLIAM R. OSSSETT
Acting Regional Supervisor

WRG:kk

No. 978282

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL

(See Reverse)

SENT TO		<i>Charles Normand</i>	
STREET AND NO.		<i>P.O. Box 81</i>	
P.O., STATE AND ZIP CODE		<i>Fruitvale, Idaho</i>	
POSTAGE		\$ <i>8.36</i>	
CONSULT POSTMASTER FOR FEES	CERTIFIED FEE		¢
	SPECIAL DELIVERY		¢
	RESTRICTED DELIVERY		¢
	OPTIONAL SERVICES		
	RETURN RECEIPT SERVICE	SHOW TO WHOM AND DATE DELIVERED	¢
		SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY	¢
		SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	¢
	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	¢	
TOTAL POSTAGE AND FEES		\$	
POSTMARK OR DATE			

**STICK POSTAGE STAMPS TO ARTICLE TO COVER FIRST CLASS POSTAGE,
CERTIFIED MAIL FEE, AND CHARGES FOR ANY SELECTED OPTIONAL SERVICES. (see front)**

1. If you want this receipt postmarked, stick the gummed stub on the left portion of the address side of the article, leaving the receipt attached, and present the article at a post office service window or hand it to your rural carrier. (no extra charge)
2. If you do not want this receipt postmarked, stick the gummed stub on the left portion of the address side of the article, date, detach and retain the receipt, and mail the article.
3. If you want a return receipt, write the certified-mail number and your name and address on a return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article **RETURN RECEIPT REQUESTED** adjacent to the number.
4. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse **RESTRICTED DELIVERY** on the front of the article.
5. Enter fees for the services requested in the appropriate spaces on the front of this receipt. If return receipt is requested, check the applicable blocks in Item 1 of Form 3811.
6. Save this receipt and present it if you make inquiry.



State of Idaho

DEPARTMENT OF WATER RESOURCES

WESTERN REGION, 92 South Cole Road, Boise, Idaho 83705

JOHN V. EVANS

Governor

(Office at the corner of
Franklin and Cole Roads)

C. STEPHEN ALLRED

Director

(208) 384-2190

August 15, 1979

Mr. Charles Normand
P.O. Box 81
Fruitvale, ID 83620

RE: Permit No. 67-7383

Dear Mr. Normand:

The above referenced approved permit conflicts with a newer application filed by another party for the same use. The more recent applicant has supplied evidence to show an ownership interest in the parcel of land in question and has disputed your legal right to develop the land. Because of the existence of your approved permit, the Department cannot approve the applicant's proposal.

In order to clarify this situation, I am hereby informing you that the provision of Section 42-204 of the Idaho Code requires that:

"Every holder of a permit which shall be issued under terms and conditions of an application filed hereafter appropriating twenty-five (25) cubic feet or less per second must, within sixty (60) days from the date upon which said permit issues from the office of the Department of Water Resources, commence the excavation or construction of the works by which he intends to divert the water..."

Please inform this office of what work has been commenced on this project so that we can schedule an inspection to assure compliance with the Idaho Code. If I have not received a reply within 20 days of receipt of this letter, the Department will begin action to have the above referenced permit canceled.

Sincerely,

WILLIAM R. GOSSETT
Acting Regional Supervisor

WRG:kk

NOT RECORDED

June 18, 1979

Irene Dodge
P.O. Box 95
Fruitvale, ID 83620

RE: Water Right Permit Application No. 67-7442

Dear Mrs. Dodge:

As indicated on the telephone earlier today, the existence of Permit No. 67-7383 for irrigation of the same land you have applied to irrigate complicates the processing and approval of your application. In checking into the matter after our discussion, it appears that Permit No. 67-7383 will cloud the validity of your water right until it is either canceled or expires in June 1983.

In order to give you a clear permit for full irrigation of the land, Mr. Normand's permit would need to be voided. The easiest and quickest way to do this is for you to have him complete the enclosed relinquishment form for Permit No. 67-7383. Otherwise, we will need to establish proof that Mr. Normand has no legal interest in the described land and that you are legal owner. After such proof has been provided, the Department could act to void Mr. Normand's permit.

I will hold your application until I hear how successful you are in reaching Mr. Normand before taking any further action.

Sincerely,

WILLIAM R. GOSSETT
Acting Region Supervisor

WRG:kk

Enclosure

NOTICE OF APPLICATION FOR WATER RIGHT

Notice is hereby given that the following application(s) have been submitted for permit to appropriate the public waters of the State of Idaho:

If issued, the permit(s) will be subject to all prior water rights. Protests against the granting of any permit must be filed with the Director of the Idaho Department of Water Resources, 92 S. Cole Road, Boise, Idaho 83709 on or before JUNE 18, 1979.

C. STEPHEN ALLRED

Director

Published 5/31 & 6/7/79.

MICROFILMED

62-2442-

DODGE, IRENE
CARLSON, LEONARD

P.O. BOX 95, FRUITVALE, ID 83620

Source: WEISER RIVER tributary to SNAKE RIVER

Date Filed: 05/11/1979

Amount: 0.40 CFS

Diversion Point: NWSW Sec 28 T 16N R 01W, ADAMS Co.

Use: IRRIGATION (0.40 CFS) from 03/15 to 11/15

Place of Use: NWSW Sec 28 T 16N R 01W FOR 20 ACRES

Diversion Means: PUMP & PIPELINE

WICKREMED