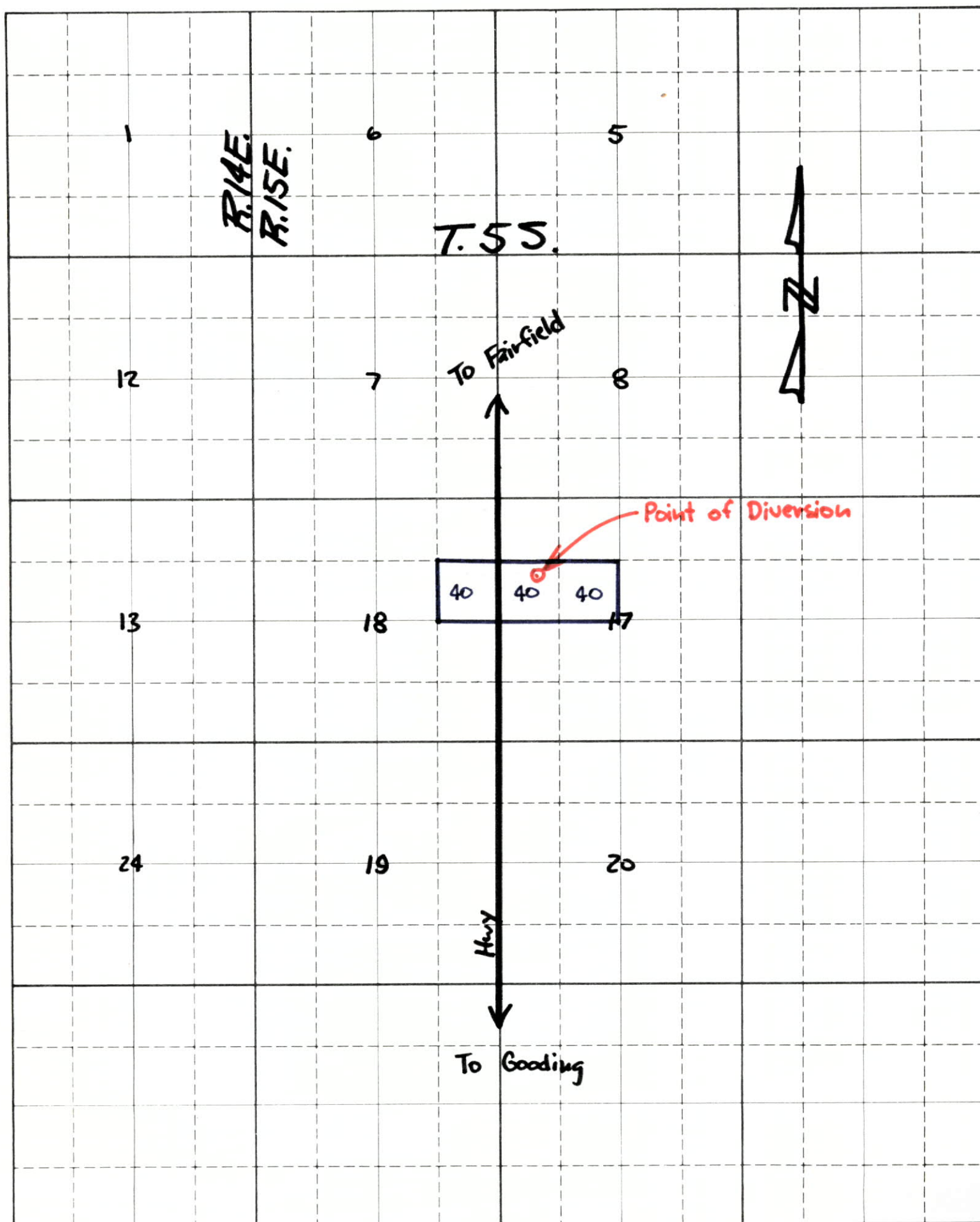


Owner Tom PALACIO Operator _____
County Gooding State Idaho
Soil survey sheet (s) or code nos. _____ Approximate scale 8" / mile
Prepared by U. S. Department of Agriculture, Soil Conservation Service cooperating
with Gooding Soil Conservation District



OCT 19 2001

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.

Curt Bellamy
(Applicant)

AFFIDAVIT of PUBLICATION

OK 7/12/77
COPY OF NOTICE

State of Idaho, }
County of Gooding } SS.

Department of Water Resources
Southern District Office

Kim R. Crompton being first duly sworn, deposes and says that he is the printer (publisher) of the Gooding County Leader, a newspaper published every week in Gooding, County of Gooding, State of Idaho, that said newspaper has been continuously and uninterruptedly published for a period of seventy-eight consecutive weeks prior to the first publication of the annexed notice, and is a newspaper qualified to publish legal notices as provided by act of the 1919 session of the legislature of the State of Idaho, known as House Bill 145; that the annexed advertisement was published once

each week for 2 consecutive issues in said newspaper proper and not in a supplement; that the date of the first publication

of said advertisement was on the 30 day of June

19 77 and the date of the last publication was on the 7

day of July, 19 77

Subscribed and sworn to before me this

day of July, 19 77.
(SEAL)

Gamer H. H. H.
NOTARY PUBLIC

GOODING COUNTY LEADER

Gooding, Idaho

COST OF PUBLICATION

Number of Lines in Notice 36 36

Number of Insertions 2 2

Lines tabular at 315c

36 Lines straight at 36 21c 7.56

36 Subsequent lines at 36 15c 5.40

TOTAL COST 12.96

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that C.W. Bellamy Gooding, has on 6/14/77 submitted Application No. 37-7629 for a permit to appropriate 2.40 cubic feet per second of water from groundwater by means of well & pump delivering to wheel-line sprinkler system within the SW¹/₄, NW¹/₄, Sec. 17, Twp. 5S., Rge. 15E., B.M., Gooding County to be used from Apr. 1 to Nov. 1 for irrigation purposes of 120 acres within the S¹/₂ NW¹/₄, Sec. 17; SE¹/₄ NE¹/₄, Sec. 18, Twp. 5S., Rge. 15E., B.M.

If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Resources, 1041 Blue Lakes Blvd., North, Twin Falls, Idaho, 83301 on or before July 18, 1977.

/s/ C. Stephen Allred
Director
Pub: 6-30; 7-7

PUBLICATION RATES

(Idaho Code, Rev. Statutes 1971)

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

20557
N^o 1278

MICROFILMED

Idaho Dept. of Water Resources
Place of Use Comparison Report

Type	WR #	Owner	Source	TRs	NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	Total
Right	37 870		BIG WOOD RIVER	05S15E17	X	X			X	X					X	X			X	X	0
Right	37 872		BIG WOOD RIVER	05S15E17	X	X			X	X					X	X			X	X	0
Claim	37 7629	SHIRLEY J ALLRED, HERBERT D ALLRED, C W BELLAMY,	GROUND WATER	05S15E17							38	38									76
Right	37 7629	THOMAS & OR LISA PALACIO,	GROUND WATER	05S15E17							38	38									76
TO Claim	37 7629	AMERICAN FALLS RESERVOIR DISTRICT NO 2,	GROUND WATER	05S15E17							38	38									76
Right	1 6		SNAKE RIVER	05S15E17																	0
Claim	37 867	BIG WOOD CANAL CO		05S15E17	34	35	38	40	39	39	37	40	40	37	39	18	41	40	37	42	596

original
P/U

New
P/U

AFFIDAVIT of PUBLICATION

State of Idaho }
County of Gooding } ss.

RECEIVED

NOV - 3 2000

Department of Water Resources

T#5-5825, 5831

TITLE OF NOTICE

PLAINTIFF ATTORNEY

DEFENDANT

PLAINTIFF

IDWR

BILL TO

Norma DeVoe, being first duly sworn, deposes and says that she is the printer (publisher) of the Gooding County Leader, a newspaper published every week in Gooding, County of Gooding, State of Idaho; that said newspaper has been continuously and uninterruptedly published for a period of seventy-eight consecutive weeks prior to the first publication of the annexed notice, and is a newspaper qualified to publish legal notices as provided by act of the 1919 session of the legislature of the State of Idaho, known as House Bill 145; that the annexed advertisement was published once each week for

2 consecutive issues in said newspaper proper and not in supplement; that the date of the first publication of said advertisement was on the 26th day of October, 192000

and that date of the last publication was on the 2nd day of

November, 192000

On this 2nd day of November

in the year of 2000, before me, a Notary Public, personally appeared

Norma DeVoe, known or identified to me to be the person whose name subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledge to me that she executed the same.

Shelley Sturgeon
Notary Public for Idaho
Residing at Jerome

My commission expires: 12/3/05

GOODING COUNTY LEADER

Gooding, Idaho

COST OF PUBLICATION

Number of Picas per Line _____

Number of Lines in Notice _____

Number of Insertions 2x

____ Lines tabular at _____ 7.5¢/Pica

482.63 Lines straight at 31.37 6.5¢/Pica

482.63 Subsequent lines at 26.54 5.5¢/Pica

Affidavit Fee: 2.25

TOTAL COST 60.16

COPY OF NOTICE

NOTICE OF PROPOSED CHANGE OF WATER RIGHTS

Notice is hereby given that two (2) applications have been filed with the Department of Water Resources by for changes to water rights within Gooding County as described below.

Transfer No. 5825 by Thomas &/or Lisa Palacio, 1468 State Hwy 46; Gooding ID 83330 involves right No. A37-07629 (1.30 cfs) recorded with priority date of 06/14/1977 from ground water within SWNW for irrigation of 76 acres within S1/2NW. The applicant requests to change place of use to SWNW & NWSW, all S17, T05S, R15E.

Transfer No. 5831 by Edward &/or Ann Ciocca, 1674 E 2900 S; Wendell ID 83355 involves Right No. 36-07448 (2.23 CFS) recorded with priority date of 02/27/1974 from ground water within SESE, S24, T07S, R14E for irrigation of 139 acres within parts of S24, T07S, R14E & S19, T07S, R15E. The applicant requests to cease irrigating two (2) acres within NESW, S19, T07S, R15E (which is BLM land) and change place of use to 139 acres within SE, S24, T07S, R14E & W1/2SW, S19, T07S, R15E.

F (1) Any protest against the proposed changes must be filed with the Department of Water Resources, Southern Region, 1341 Fillmore St., Suite #200; Twin Falls ID 83301 together with a protest fee of \$25.00, on or before November 13, 2000 to be considered by the Department in its decision to grant or deny any part of the proposed change. (Each transfer requires a separate protest.) The protestant must also send a copy of the protest to the applicant.

/s/ Karl J. Dreher, Director
PUB: 10/26 - 11/2 G33147

No. 7575

33147

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OCT 19 2001

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

RECEIVED

JUN 30 1986

Department of Water Resources

A. GENERAL INFORMATION

1. Owner: C.W. Bellamy Permit No. 37-7629
Current Address: Rt. 2 Box 144, Fooding, ID 83330 Phone No. 934-5976
2. Accompanied by: Mr. Bellamy EXAM. DATE: 6-13-86
Address: _____ Phone No. _____
Relationship to Permit Holder: _____
3. Source: Groundwater tributary to _____

B. OVERLAP REVIEW

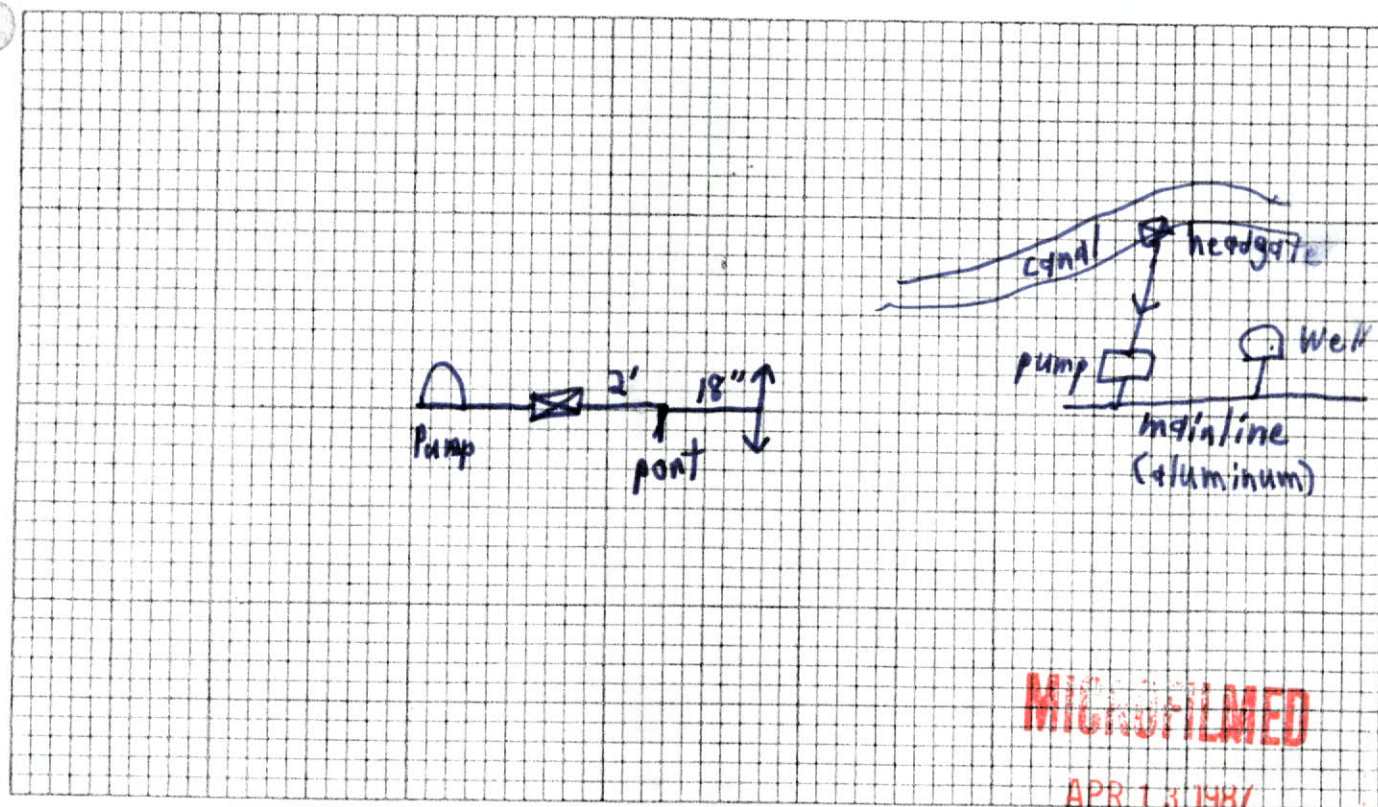
1. Other water rights with same place of use: American Falls Res. District #2 shares

☐ Copies Attached
2. Other water rights with same point of diversion: _____

☐ Copies Attached ☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

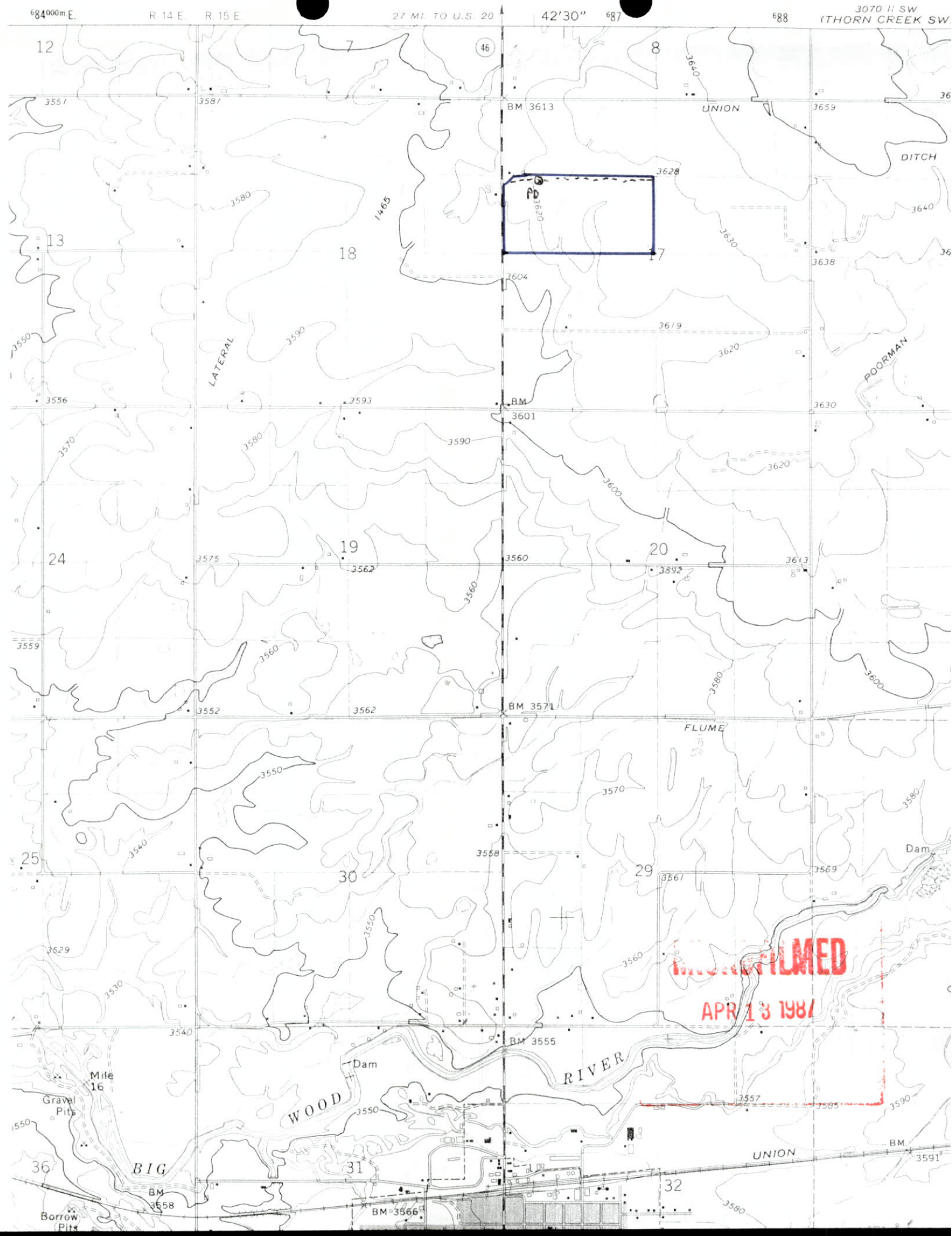
1. Diversion System Diagram: Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable. ☐ Alternative diagram attached

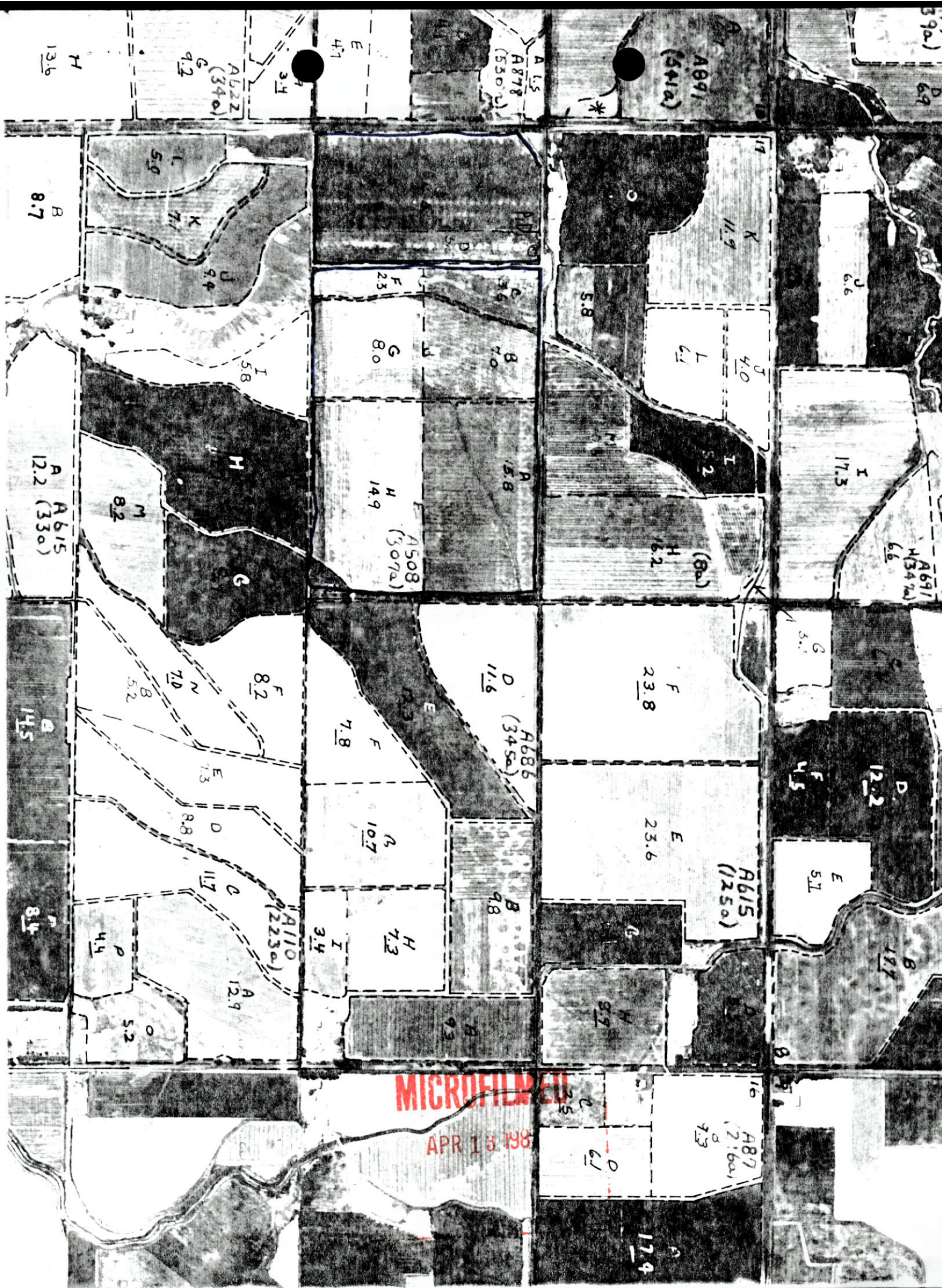


Scale: 1" = _____

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

MENT OF THE INTERIOR
OLOGICAL SURVEY





STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER OF WATER RIGHT
TRANSFER NO. 68508

This is to certify that: THOMAS R PALACIO And/Or
LISA ANN PALACIO
1468 STATE HWY 46
GOODING ID 83330
(208)934-5702

has requested a change to the water right(s) listed below. This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code. The authorized change for each affected water right, including conditions of approval, is shown on the following pages of this document.

Summary of Water Rights Before the Proposed Change

<u>Right</u>	<u>Origin/Basis</u>	<u>Priority</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>	<u>Total</u>	<u>Source</u>
37-7629	AJC/License	06/14/1977	1.30 cfs	228.0 af	76.0	76.0	GROUND WATER

Purpose of Transfer (Changes Proposed)

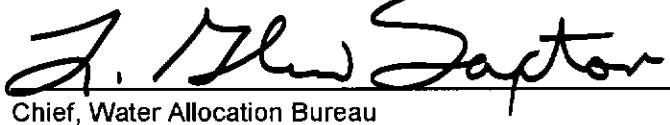
<u>Current Number</u>	<u>Split</u>	<u>POD</u>	<u>POU</u>	<u>Add.POD</u>	<u>Period of Use</u>	<u>Nature of Use</u>
37-7629	NO	NO	YES	NO	NO	NO

Summary of Water Rights After the Approved Change

<u>Existing Right</u>	<u>New No. (changed portion)</u>	<u>Transfer Rate</u>	<u>Transfer Volume</u>	<u>Acre Limit</u>	<u>Total Acres</u>	<u>New No. (remaining portion)</u>	<u>Remaining Rate</u>	<u>Remaining Volume</u>	<u>Remaining Acre Limit</u>	<u>Remaining Total Acres</u>
37-7629	37-7629	1.3 cfs	304.0 af	76.0	76.0		N/A	N/A	N/A	N/A
TOTALS		1.3 cfs	304.0 af	76.0	76.0		N/A	N/A	N/A	N/A

Detailed Water Right Description(s) attached

Dated this 19th day of June, 2001


Chief, Water Allocation Bureau

MICROFILMED
OCT 19 2001

WATER RIGHT NO. 37-7629
As Modified by Transfer No. 68508

In accordance with the approval of Transfer No. 68508, Water Right No. 37-7629 is now described as follows.

Right Holder: THOMAS R PALACIO And/Or
 LISA ANN PALACIO
 1468 STATE HWY 46
 GOODING ID 83330

Priority Date: 06/14/1977

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 11/01	1.30 CFS	304.0 AF
			1.30 CFS	304.0 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SWNW Sec. 17 Twp 05S Rge 15E GOODING County

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05S	15E	17							38.0				38.0						76.0

Total Acres: 76

CONDITIONS OF APPROVAL

1. The right holder shall measure and annually report diversions of water and/or other pertinent hydrologic and system information as required by Section 42-701, Idaho Code.
2. The right holder shall use the full allotment of appurtenant surface water rights in conjunction with groundwater diverted under this right and shall only divert groundwater under this right when water from the appurtenant surface water rights cannot be delivered to the right holder.
3. If the surface water right(s) appurtenant to the place of use is sold, transferred, leased or used on any other place of use, this right to divert groundwater shall not be used without an approved transfer pursuant to Section 42-222, Idaho Code, or approval of the Department if a transfer is not required.
4. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
5. The period of use for the irrigation described in this approval may be extended to a beginning date of 3/15 and an ending date of 11/15 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 4/1 and after 11/1 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date of this approval.

MICROFILMED
 OCT 19 2001

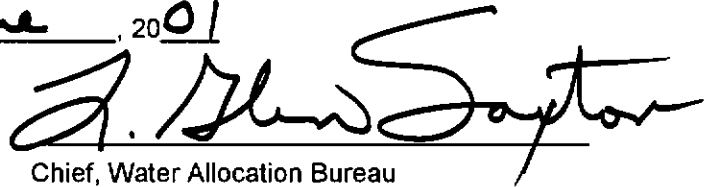
WATER RIGHT NO. 37-7629
As Modified by Transfer No. 68508

CONDITIONS OF APPROVAL

6. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
7. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
8. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.

This water right is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 14th day of June, 2001


Chief, Water Allocation Bureau

MICROFILMED
OCT 19 2001

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 5825
168508

RECEIVED APPLICATION FOR TRANSFER OF WATER RIGHT RECEIVED

NOV 24 2000

PART 1

934-5702 JUL 05 2000

Department of Water Resources
Name of applicant 120.

name of applicant Thomas and Elisa Palacio

Department of Water Resources
Southern Region
Phone 208-934-5212

Phone 208-934-3282 Southern Region

Post Office address 1468 St. Mary 46 Gooding Idaho 83301

PURPOSE OF TRANSFER

- ☐ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____

2. Describe the reason for the proposed changes More efficient use under Pilot
System.

NAME OF PARTY	ADDRESS	CITY AND STATE	DATE
DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE			

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
<u>A37-07629</u>	<u>06/14/1977</u>	<u>1.3 cfs</u>	<u>Irrigation</u>	<u>04-01</u> to <u>11-01</u>
_____	_____	_____	_____	_____ to _____
_____	_____	_____	_____	_____ to _____
_____	_____	_____	_____	_____ to _____

2. Total amount of water being transferred 1.3 CFS cubic feet per second and/or _____ acre-feet per annum.

3. Source of water Groundwater tributary to _____

1. Point(s) of Diversion:

[illegible]

5. Lands irrigated or place of use:

[illegible]

(TS825) 68508

PART 1

i. General Information:

a. Description of diversion system Well, Pump with Pivot

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? X Yes _____ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
No affect

d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____
And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 19 _____.

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OCT 19 2001

A. DESCRIPTION OF RIGHT AS RECORDED:

Water Right No. 37-07629

STAGE: LICENSE

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	04/01 to 11/01	1.30 CFS	228.0 AF

SOURCE

GROUNDWATER

Priority: 06/14/1977

LOCATION OF POINT(S) OF DIVERSION:SWNW , Sec. 17, Township 05S, Range 15E
GOODING CountyPLACE OF USE:

IRRIGATION

				NE				NW				SW				SE																	
				NENE	NWNE	SWNE	SENE	: NENW				NWNW	SWNW	SENW	: NESW				NWSW	SWSW	SESW	: NESE				NWSE	SWSE	SESE	:				
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM
---	---	---	:	---	---	---	---	---	---	---	---	---	---	:	---	---	---	---	---	---	---	---	:	---	---	---	---	---	---	---	---	:	---
05S	15E	17	:											:					38		38		:									:	76.0
																										TOTAL ACRES		76.0					

CONDITIONS/REMARKS:

1. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 3.0 afa per acre for irrigation of the lands above.

Describe any other water rights used for the same purpose as described above:

To your knowledge has any portion of this water right undergone a period of five or more consecutive years of non-use? _____ If yes, describe:

Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice☐ Warranty Deed☐ Other _____

OCT 19 2001

DATE: 07/05/00
PAGE: 1

Stage: LICENSE

GOODING County

SE

76.0

Other Rights: 73" OF CANAL WATER

R29 - This right when combined with all other rights shall provide no

- more than .02 cfs per acre nor more than 3.0 afa per acre for
- irrigation of the lands above.

REMARKS: GEN CANAL WATER IS AVAILABLE FOR EMERGENCIES, BUT IS NORMALLY NOT USED ON THE PROPERTY.

Dates:	Exam Made Date:	Verified Date:	Objection Filed Date:
--------	-----------------	----------------	-----------------------

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

Audit:	07/11/88 STANTON	11/23/94 SCELLAN	03/30/95 POST-STD
--------	------------------	------------------	-------------------

MICROFILMED
OCT 19 2001

OCT 19 2001

PART 3

T # **5825**

B. CHANGES IN NATURE OF USE

1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
				_____ to _____
				_____ to _____

2. Quantity and quality of return flows and location of discharge:

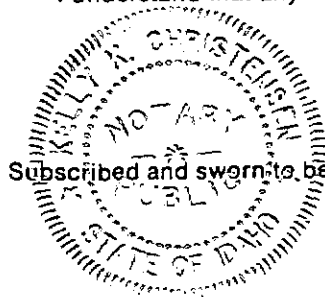
No Affect

3. Describe effects on other water uses resulting from the proposed change:

No Affect

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.



Thomas P. Pichio
(Signature of Applicant)

Subscribed and sworn to before me this 5th day of July, 2000

Kelly K. Christensen
(Notary Public)

My commission expires 3-11-04

FOR DEPARTMENT USE ONLY

Transfer contains 5 pages and 3 attachments

Received by John Freitag Date 07/05/00

Protest filed by None

Prelim. check by John Freitag Fee 290.00

Receipted by John Freitag Date 07/05/00

5023201

Published in Gooding Co. Leader

Copies of protest forwarded by _____

Pub. dates 10/26/99 11/2/00

Hearing held by _____ Date _____

Watermaster recommendation requested on N/A

Recommended for ☒ approval ☐ denial

_____ rec'd. _____

by [Signature]

Copy of transfer sent to lien holder _____

MICROFILMED

OCT 19 2001

CONTRACT OF SALE

THIS AGREEMENT is made and entered into as of the 29th day of February, 2000, by and between Herbert D. Allred and Shirley J. Allred, husband and wife, hereinafter referred to as "Vendor" and Thomas R. Palacio and Lisa Ann Palacio, hereinafter referred to as "Purchaser." The terms Vendor and Purchaser are used herein without regard to the number or gender of the persons constituting such parties. If Vendor and/or Purchaser consist of two or more persons, including but not limited to individuals, corporations, partnerships, associations or other entities, such persons shall be jointly and severally liable hereunder. Furthermore, whenever any other neuter or singular terms are used herein, such terms shall be construed to include the masculine or feminine gender or the plural, and shall include any party, whether male or female.

LEGAL DESCRIPTION

For and in consideration of the payments to be made and the covenants to be performed by the Purchaser as hereinafter set forth, the Vendor does hereby contract and agree to sell and convey unto the Purchaser the following real and personal property located in Gooding County, Idaho, to-wit:

Real Property:

TOWNSHIP 5 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN
Section 17: S1/2NW1/4, EXCEPTING THEREFROM that portion of the SW1/4NW1/4
deeded to the State of Idaho for public highway in Right of Way Deed recorded July 17,
1934 in Book 25 Deeds, Page 389, Gooding County Records.

Together with 74 shares Big Wood Canal Company stock and all ground water rights
granted by Idaho Department of Waters Resources Water Right No. A37-07629.

Personal Property:

A 50 hp Newman electric motor with Peerless turbine pump; a 30 hp electric pump with a
Berkley centrifugal pump; 1400 feet of size 6 inch aluminum mainline; 475 feet of size 4 inch
aluminum mainline; One, quarter mile size, 4 inch size wheel line; Two, 1800 feet size, 4
inch size wheel lines.

PURCHASE PRICE

In consideration of the foregoing covenants and agreements to sell, the Purchaser contracts and
agrees to purchase all of the above described property and to pay therefore the sum of ONE
HUNDRED FORTY-FIVE THOUSAND AND NO/100 Dollars (\$145,000.00) in the manner
following, to-wit:

CONTRACT OF SALE MICROFILMED

OCT 19 2001

T # 5825

1) The sum of \$ 15,000.00 coincident with the execution of this Contract.

2) The deferred balance of \$130,000 shall bear interest at the variable rate which shall be determined on March 1, 2000 and on the 1st day of March every year hereafter. The annual interest rate shall be the per annum rate of interest equal to the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board in the latest Federal Reserve Statistical Release H.15(519) published on or before the 45 days prior to such Interest Change Date. If the index or index source is no longer available, Vendor shall choose a new index or index source which it determines in its sole discretion is comparable.

3) The deferred balance shall be paid in annual installments of \$14,500 on the 1st day of March in each year with the first annual payment due and payable on March 1, 2001. The entire principal and accrued interest shall be paid in full on March 1, 2020.

PREPAYMENT

The Purchaser shall have the right to prepay the deferred balance herein at any time without penalty.

POSSESSION

The Purchaser shall be let into possession, use and occupancy of the above described real property thereon on date of this Contract, and shall be entitled to continue in possession of said property so long as this Contract and each and every covenant thereof shall be faithfully performed by Purchaser, it being expressly understood and agreed that title to the real property herein above described shall remain in the Vendor until the purchase price is paid in full.

TAXES AND ASSESSMENTS

Taxes upon the above described property shall be prorated as of January 1, 2000. Vendor shall pay all taxes assessed upon the property herein above described prior to said date, and Purchaser shall pay all subsequent taxes and assessments, including all water assessments levied upon the property herein above described, before the same become delinquent. Receipts for all taxes paid shall be filed with the escrow holder hereinafter named. The Purchaser or his agent, shall notify the Gooding County Treasurer and/or Assessor of the proper address for delivery of future tax bills and assessments after execution of this Contract. In case of default in payment of taxes either party may pay such taxes and add on or subtract said tax payment from the next payment due on this Contract.

INSPECTION OF PROPERTY

The Purchaser hereby acknowledges that the Purchaser has made an independent examination and inspection of the above-described real property and all improvements thereon and is fully aware

of the condition of same, including the presence of any rocks and noxious weeds, and is not relying upon any representation made by the Vendor or the Vendor's agent or agents as to the condition of said property, nor the location of boundary lines, nor as to the acreage or number of square feet or frontage contained in the real property herein above described. The Purchaser has further been informed and understands that the property herein described has not been surveyed, except for common boundary and the parcel Accepted here from, and the Vendor shall not be responsible or liable to obtain or provide a survey of said property. The parties agree this is a "Sale in Gross". The Purchaser agrees that the sale of the personal property is in an "AS IS" condition.

VENDOR MAY PAY ITEMS

In case the Purchaser shall fail to pay any taxes, assessments, insurance premiums or any obligations of the Purchaser, that is a lien on said property, whether or not such lien is recorded, that may become due on said property above described, then the Vendor may, at the Vendor's option, without waiving any default hereunder, pay any such taxes, assessments, insurance premiums or lien that may not have been paid, and upon the filing of receipts showing such payment to have been made by the said Vendor with the escrow holder hereinafter named, such sum or sums so paid by the said Vendor shall become a part of the principal sum due hereunder and shall be immediately due and payable to the Vendor with interest thereon from the date paid by the Vendor at the rate of eighteen percent (18%) per annum, or the maximum rate of interest allowable by law, whichever is less.

PURCHASER'S SALE OF THE PROPERTY OR ASSIGNMENT OF CONTRACTS

The property herein above described and this Contract and the rights of the Purchaser hereunder may be sold or assigned by the Purchaser only after the express written consent of the Vendor is first had obtained. The Purchaser herein agrees to provide to the Vendor a credit report and credit rating of the prospective assignee together with any other supporting information that establishes the present ability of the proposed assignee to assume the terms herein and pay the balance due and owing to the Vendor. The Vendor agrees that he shall not unreasonably withhold such consent upon the presentation of the above information, but shall not be required to consent to any assignment which would impair his security. In the event the Purchaser wishes to sell the property prior to final payment herein then Vendor can elect to have the entire sum of the principal, interest and all other charges herein provided, become immediately due and payable.

WASTE

The Purchaser agrees to maintain and care for said property and all improvements thereon or to be placed thereon in a good and proper-like manner, so that no waste shall be committed thereon and no unlawful waste made of any part thereof; and the Purchaser further agrees to keep said property free and clear of all mechanics liens and all other liens of every kind and nature whatsoever save and except current taxes.

CURE OF WASTE AND PROTECTION OF PREMISES

If in the exercise of the right of inspection granted hereafter, Vendor should discover conditions of waste, Vendor shall have the right to expend any funds reasonably necessary to correct such waste or protect said premises. Any amount so paid shall become immediately due and payable from Purchaser to the Vendor, with interest thereon from the date of payment by the Vendor at the rate of 18% per annum. Such right shall be deemed an option and shall impose no obligation on Vendor or impair his right to treat such waste as a breach of this Agreement.

INSPECTION BY VENDOR

The Vendor or his authorized agent shall have the right to go upon the premises at reasonable times and intervals for the purpose of inspecting the same.

TITLE AND DEEDS, EXISTING MORTGAGE LIEN

Vendor shall execute and cause to be delivered to the escrow holder hereinafter named, with this Contract, a good and sufficient Warranty Deed and Bill of Sale conveying to Purchaser the property herein above described.

In addition, there shall be deposited a Quitclaim Deed from the Purchaser to the Vendor, it being the intent of such Deed that, if this Contract is forfeited under the provisions herein contained, the said Quitclaim Deed is to revert in the Vendor full title to the said property, free and clear of any claim of the Purchaser, so as to prevent the necessity of quiet title, or other legal proceedings, to perfect such title in the Vendor following forfeiture.

The Purchaser acknowledges that there is an existing mortgage on the premises given by Vendor dated April 17, 1989, and recorded as Instrument No. 136474 records of Gooding County, Idaho, to secure the sum of \$ 90,000.00 together with a UCC-1 on the personal property filed with the secretary of state on 5/15/89. Vendor shall pay the accrued interest and principal payment due on March 1, 2000 and the parties have determined the principal balance on March 1, 2000 is the sum of \$56,334.00. The Vendor agrees that all of the deferred payments herein shall be applied to the mortgage described in this paragraph and Vendor shall secure a release of the property described herein from the Mortgagee, which release shall be placed with the escrow holder and delivered to Purchaser upon final payment herein. The Purchaser is aware that the amount owed on said mortgage does not exceed the amount of the deferred balance herein and that Purchaser shall be subject to the rights of the Mortgagee for any defaults of the Mortgagor therein.

RESTRICTIONS OF LIENS AND MORTGAGES

It is agreed by the parties hereto that no liens or mortgages shall be placed or allowed upon the premises by the Purchaser, without the express written consent of the Vendor. The Vendor agrees that said consent shall not be arbitrarily or unreasonably withheld.

TITLE INSURANCE

The Vendor shall be required to furnish a policy of title insurance to the Purchaser with liability in the amount of the purchase price, showing clear and marketable title in the Vendor's name, subject only to existing rights-of-way and any liens or encumbrances made or suffered by Purchaser. Such policy shall be deposited with the escrow holder hereinafter named.

ESCROW HOLDER

Land Title & Escrow, Inc. is hereby designated as escrow holder, and this Contract shall be deposited with said escrow holder, together with all other documents, receipts and insurance policies required to be deposited with said escrow holder under the terms of this agreement.

The escrow holder is herewith directed to take and receive from the Purchaser receipts evidencing payment of taxes and insurance, and policies of insurance, if required under the terms of this Contract, and to take and receive each payment accruing hereunder for the use and benefit of the Vendor.

The escrow holder is hereby authorized and directed upon full and complete performance of this Contract by the Purchaser at the time and in the manner as herein provided, to deliver to the Purchaser all papers and documents then held under this escrow.

If however, the Contract shall be forfeited or declared null and void by reason of the default or breach of any of the covenants herein contained, or by reason of the Purchaser's failure to perform the agreements, covenants and conditions herein provided, the escrow holder is hereby directed and authorized upon demand of the Vendor, to deliver all of the papers and documents then held under this escrow to the Vendor upon proof submitted by the Vendor of the Purchaser's failure to comply with the terms and conditions of this Contract. Said proof shall be evidenced by filing with the escrow holder a copy of the notice, as hereinafter provided for, and proof of mailing thereof, either by affidavit of mailing or by registered or certified mail, return receipt or by affidavit of personal service of said notice of the Purchaser.

DEFAULT BY PURCHASER

1) Time and the prompt performance of each and every term, covenant and condition of this Contract is material and of the essence of this Contract. Each and every term, covenant and condition is a material term, covenant and condition of this Contract. Performance means compliance that is full and to the letter of this Contract. Substantial compliance will not be sufficient. Performance by Purchaser is a condition precedent to performance by Vendor.

2) The following or any of them shall constitute an event of default under the terms of this Contract:

a) If Purchaser shall fail to perform any term, covenant, or condition of this Contract following thirty (30) days written notice of default from Vendor to Purchaser which notice shall specify Purchaser's default.

b) If Purchaser shall commit any act of bankruptcy or be adjudged bankrupt or insolvent as defined by the federal bankruptcy laws, or shall suffer the continuance of any bankruptcy or insolvency proceedings under any law for a period in excess of thirty (30) days, shall make an assignment for the benefit of creditors or apply for, consent to, or suffer the appointment of a receiver, trustee, or liquidator of Purchaser's business or of all or a major portion of Purchaser's assets, or should any governmental agency or court of competent jurisdiction assume custody or control of any substantial part of Purchaser's assets, Vendor at Vendor's option may declare such event a breach and a default.

c) If Purchaser shall sell or convey all or any part of the property described in this Contract or assign this Contract or the rights of Purchaser therein, in violation of the terms of this Contract prohibiting such sale or assignment.

3) Upon the occurrence of any event of default, and the failure, neglect or refusal of Purchaser to cure the same during the notice period (if any) specified above, without further notice to Purchaser, the Vendor shall be entitled to close the escrow and receive all documents and instruments herein contained, and effect such rights and remedies against Purchaser as are then available to Vendor under the terms of this Contract and the laws of the State of Idaho, including without limitation, the following remedies:

a) Declare all obligations of Purchaser under the terms of this Contract immediately due and payable in full.

b) Bring an action for specific performance of this Contract against Purchaser to require and enforce all and complete performance by the Purchaser of the terms, covenants and conditions of this Contract as provided in this Contract.

c) Rescind this Contract and recover full and complete restitution from Purchaser.

d) Affirm this Contract and bring an action for breach of Contract against Purchaser for the collection of all obligations of Purchaser under the terms of this Contract and all other damages suffered by Vendor as a result of the default and breach by Purchaser.

e) Bring an action for judicial foreclosure of the Contract against Purchaser in the same manner and using the same procedures as are provided under the Idaho law for the foreclosure of mortgages, including the right to a deficiency judgment.

f) Bring an action for strict foreclosure of this Contract against Purchaser.

g) Declare a forfeiture and immediate termination of this Contract and re-enter and take possession of the property described in this Contract and all improvements thereon made by Purchaser and remaining upon said property upon the termination of this contract and retain all amounts theretofore paid upon the purchase price and retain the benefit and value of all improvements and all work done upon the said property as reasonable rental of said property during the time Purchaser was entitled to possession and/or remained in possession of said property and as liquidated damages.

4) Liquidated damages suffered by Vendor shall include, without limitation, and in addition to any and all other damages that Vendor may be allowed at law or equity, the following:

a) The reasonable rental value of the property described in this Contract during the time Purchaser was entitled to and/or was in possession of said property.

b) The difference between the purchase price and the value of the said property at the time of the event of default, excluding any value for improvements made by Purchaser and remaining upon the property on the date of termination of the Contract.

c) The cost to repair, replace or restore any and all damage to or waste of the property described in this Contract.

d) All expenses incurred by Vendor in connection with the sale of the said property to Purchaser together with interest thereon at the maximum rate of interest allowed by law from the date paid by Vendor.

e) All advances made by Vendor to protect Vendor's interest in said property together with interest thereon from the date paid by Vendor at the maximum rate of interest allowed by law.

f) All expenses, including without limitation, all attorney fees and costs and attorney fees and costs on appeal, incurred by Vendor to enforce this Contract and to re-enter and repossess the said property together with interest thereon at the maximum rate of interest from the date paid.

g) All taxes and assessments upon the said property which remain unpaid and all other charges against the said property which constitute or may attach as a lien or encumbrance upon said property on the date of termination of this Contract.

h) The cost to replace, repair or restore all personal property and fixtures that were situate upon the said property when Purchaser entered possession or the

possession of which was otherwise delivered to Purchaser and are lost, damaged, destroyed or retained by Purchaser.

i) All rentals which may at the time of the event of default be due from any tenants upon the said property, shall be retained by Vendor as liquidated damages and Vendor shall have the right to collect said rentals and such collection shall not be deemed to cure or waive any default of Purchaser.

5) In the event that Vendor elects to rescind this Contract or to terminate this Contract and forfeit the rights to Purchaser as is herein above provided, Purchaser shall immediately and peacefully surrender possession of the said property to Vendor.

6) The stipulation in this Contract entitling Vendor to recover damages and/or liquidated damages, including without limitation, attorney fees and costs, shall survive the termination of this Contract in the event Vendor elects to rescind or to declare a forfeiture of this Contract upon the event of Purchaser's default.

7) The remedies provided in this Contract are cumulative and the exercise of any remedy by Vendor shall not be exclusive of the right to effect any other remedy allowed Vendor under the terms of this Contract or by law or equity.

8) Any delay by Vendor in enforcing the terms of this Contract or any considerations or departures therefrom, shall not operate to waive or be deemed a waiver of the rights of Vendor to require compliance that is full and to the letter of the Contract or to thereafter require performance by Purchaser in strict accordance with the terms of this Contract.

9) In the event that any remedy granted to Vendor under the terms of this Contract is held void or unenforceable, Vendor shall nevertheless have all of the other remedies provided in this Contract that are not contrary to law.

10) The notice of default required to be given by Vendor to Purchaser in the event of Purchaser's failure or neglect to perform the terms, covenants, or conditions of this Contract as herein above provided, shall be prepared in duplicate and delivered to the Purchaser named in and shall be deemed to have been given as of the date a copy of said notice is sent by Vendor by registered or certified mail addressed to Purchaser, at the post office address where Purchaser is to receive notices as provided in this Contract, or at such other address as Purchaser shall have from time to time furnished in writing to Vendor, and duly placed in the United States Mail with sufficient postage.

11) In reaching this agreement as to the foregoing provisions allowing Vendor to elect the remedies herein above provided, including the remedy of forfeiture, the parties have expressly considered the relative advantages and disadvantages of such provisions as compared with rights and procedures for foreclosure under a mortgage or deed of trust in the event of a default by Purchaser. The parties further agree that in the event of default by Purchaser, it would be difficult to ascertain the

exact money damages suffered by Vendor, and that the provisions for liquidated damages above set forth have been agreed upon as bearing a reasonable relationship to the actual damages Vendor would suffer if Purchaser defaulted and in the opinion of the parties such liquidated damages will not constitute a penalty or inequitable forfeiture upon Purchaser.

12) In the event that Vendor elects to hire an attorney to prepare the notice of default, Purchaser shall pay, in addition to any sums required to be paid to cure said default or in addition to any other performance required by Purchaser to cure said default, the attorney fees and expenses incurred in connection with the preparation of said default notice and the costs charged, if any, to

deliver said notice of default, and the said default shall not be cured unless and until said fees, expenses and costs are paid. The notice of default shall specify the amount of said fees, expenses and costs.

13) In the event that Purchaser defaults on three separate occasions and cures such defaults following notice thereof as is provided in this Contract, then upon the occurrence of the fourth such default by Purchaser, during the term of this Contract, Purchaser shall be deemed to have waived the right to notice of default and the right to cure such fourth default and on the date of the occurrence of said fourth default, Vendor shall be entitled to pursue any and all remedies granted to Vendor under the terms of this Contract or at law or equity, the same as if Purchaser had been given notice of default and had failed to cure said fourth default.

GIVING OF NOTICE

Service of any notice permitted or required under the terms of this Contract shall be deemed complete upon the depositing of the same in the United States mails by the Vendor, by certified or registered mail, addressed to the Purchaser; or by the Purchaser addressed to the Vendor; as the case may be, at the address as either shall hereinafter in writing to the other designate, or by causing said notice to be served personally upon the Purchaser, or on the Vendor, as the case may be.

In the event there be more than one person constituting the Vendor or the Purchaser herein, service by mail or personal service as provided above, upon any one person in such party, shall be good and sufficient service upon persons constituting such party the same as though such service had been made upon each and every member of such party.

PARTIAL INVALIDITY

In the event any portion of this Contract or part thereof shall be determined by any Court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby, it being understood that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void,

or unenforceable provision or part thereof.

VARIANCE FROM PREVIOUS AGREEMENTS

It is acknowledged by all parties that the terms of this Contract may, to some extent, vary from the terms contained in an original receipt and agreement to purchase, and/or exchange of real property agreement, and/or any other preliminary agreements made prior to the signing hereof in connection with this transaction. The parties hereto acknowledge and agree that this Contract shall supersede all such previous agreements, that there are no other agreements not herein contained, and they do hereby waive any claim each against the other, and/or against the agent or agents of the

parties that the terms hereof shall control, and are accepted by all parties, over any conflicting provisions of such preliminary agreements, or any of them.

ATTORNEY'S FEES

In the event of any suit or proceeding by either party herein against the other party, in any way arising out of this agreement, or attempting to enforce any right herein granted, the losing party in such suit or proceeding shall pay to the prevailing party such sum or sums as the Court shall adjudge reasonable, in such suit or proceeding, for attorney's fees for such prevailing party.

CAPTIONS TO PARAGRAPHS

The captions to the paragraphs of this Contract are for convenience only and shall not be deemed to enlarge, diminish, explain or in any manner affect the meaning of such paragraphs.

BINDING AGREEMENT

This Contract shall be binding upon the heirs, personal representatives, administrators, successors and assigns of the parties hereto.

TRUTH-IN-LENDING UNIFORM CONSUMER CREDIT CODE

It is hereby disclosed by the Vendor on this date and acknowledged by the Purchaser that the Vendor is not a person who, in the ordinary course of business, regularly extends or arranges for the extension of such credit; and the Vendor does not regularly engage as a seller in credit transactions of the kind included within this Contract and is, consequently, exempt from the provision of the Federal Truth-In-Lending Act and/or the Uniform Consumer Credit Code of the State of Idaho.

INSURANCE:

The Purchaser shall during the life of this Contract, keep the improvements, if any, on said property insured against loss by fire, theft or otherwise with extended coverage in the full, insurable

value thereof in the amount of their fair market value, with a reliable insurance company with the same or similar coverage as the Vendor's policy now in existence, and shall pay the premiums on said policy with a loss-payable clause affixed thereto in favor of the Vendor, the Purchaser, and the existing Mortgagee, as their respective interests may appear hereunder.

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

VENDOR:

PURCHASER:

Herbert D. Allred
HERBERT D. ALLRED

Thomas R. Palacio
THOMAS R. PALACIO

Shirley J. Allred
SHIRLEY J. ALLRED

Lisa A. Palacio
LISA ANN PALACIO

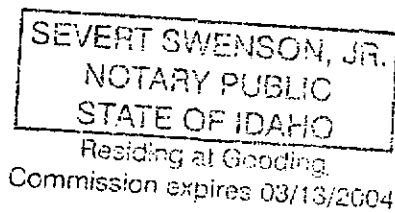
STATE OF IDAHO)

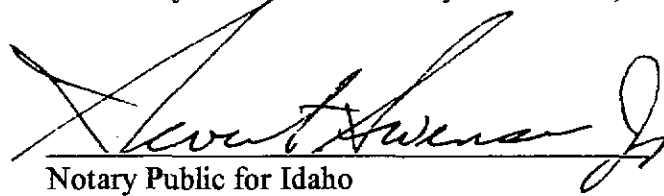
)ss.

County of Gooding)

On the 29th day of February, 2000, before me, a Notary Public in and for said state, personally appeared Thomas R. Palacio, Lisa Ann Palacio, Herbert D. Allred, and Shirley J. Allred, known to me to the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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




Notary Public for Idaho

CONTRACT OF SALE - 12
MICROFILMED

OCT 19 2001

1502 State Hwy. 46
Gooding, ID. 83330

9/27/00

Department of Water Resources
Attn. John Freitag
1341 Fillmore Street, Suite 2000
Twin Falls, Idaho 83301-3380

RECEIVED

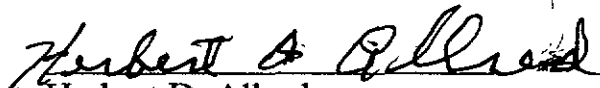
OCT - 4 2000

Department of Water Resources
Southern Region

Dear Mr. Freitag,

I have discussed and reviewed the proposed water right transfer with Tom Palacio. It is my understanding that the place of use will be changed. Tom Palacio is purchasing 80 acres on contract from my wife and I. Shirley and I have no problem with the proposed action and by this letter we hereby consent to the water right transfer.

Sincerely,


Herbert D. Allred


Shirley J. Allred

Subscribed and Sworn to before me this 3rd day of

October, 2000.

MICROFILM

OCT 19 2001

VICTORIA L. PAVKOV
NOTARY PUBLIC
STATE OF IDAHO

Victoria L. Pavkov
Notary Public

T#5825



Farm Credit Services

1363 Fillmore Street
P.O. Box 5059
Twin Falls, Idaho 83303-5059
208/733-2577

July 12, 2000

Department of Water Resources
Attn. John Freitag
1341 Fillmore Street, Suite 2000
Twin Falls, Idaho 83301-3380

RECEIVED
JUL 13 2000
Department of Water Resources
Southern Region

Dear Mr. Freitag,

I have discussed and reviewed the proposed water right transfer with Tom Palacio. It is my understanding that the place of use will be changed. Our Farm Credit loan is in the name of Herbert Allred and Tom Palacio is purchasing 80 acres on contract from Mr. Allred. Farm Credit Services has no problem with the proposed action and by this letter we hereby consent to the water right transfer.

Sincerely,

Dave Stout
Branch Manager

MICROFILMED

OCT 19 2001

Northwest Farm Credit Services, ACA, PCA, FLCA

T#5825

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 37-7629

Priority: June 14, 1977 Amount: 1.30 CFS 228.0 AF

This is to certify, that C. W. BELLAMY
RT. 2 BOX 144

GOODING, ID 83330 has complied with the terms and conditions of the permit issued pursuant to Application for Permit dated June 14, 1977, and has submitted proof to the Department of Water Resources on June 10, 1982, that water has been applied to a beneficial use; an examination by the Department indicates that the works have a diversion capacity of 1.30 cfs of water from a **GROUNDWATER** source and that a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>VOLUME</u>
Irrigation	04/01 to 11/01	1.30 cfs	228.0 af

LOCATION OF POINT OF DIVERSION(S): SWNW , Sec. 17, Township 5S, Range 15E
Gooding County

PLACE OF USE: Irrigation

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
5S	15E	17	SWNW 38	SENE 38			76

Total number of acres irrigated: 76

CONDITIONS/REMARKS:

1. The right to the use of the water hereby confirmed is limited to the amount which can actually be beneficially used and is restricted and appurtenant to the lands or place of use and to the purpose herein described, as provided by the laws of Idaho.
2. This right is subject to all prior water rights and may be forfeited by five years of non-use.
3. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
4. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 3.0 afa per acre for the lands above.

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 23rd day of MARCH, 1987.

MICROFILMED

Acting for the Director

Norman C. Young

APR 13 1987

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE
STATE OF IDAHO

IN THE MATTER OF CHANGING THE MEASURING
DEVICE REQUIREMENT FOR PERMIT NO. 37-7629

ORDER

WHEREAS, the above numbered permit was approved with the condition that a measuring device of a type approved by the Department be permanently installed and maintained as part of the diverting works; and,

WHEREAS, on July 1, 1978, the Department adopted a new water measurement condition which states: "An access port or other device as specified by the Department shall be installed by the permit holder to provide for the installation of measuring equipment and the determination of the rate of diversion by the Department"; and,

WHEREAS, the former condition required the permit holder to purchase and install a measuring device or hire a professional engineer to certify the rate of diversion; and,

WHEREAS, the measuring device condition effective July 1, 1978, requires less capital expenditure by the permit holder; and,

WHEREAS, to be equitable to holders of permits issued prior to July 1, 1978, the new condition should be retroactive;

NOW THEREFORE, it is hereby ordered that the condition of approval of this permit related to water measurement is hereby changed as follows:

"The permit holder shall either install a measuring device or provide a certified measurement by a professional engineer or install an access port or other device as specified by the Department".

Dated this 1st day of June 1981.

MICROFILMED

APR 13 1981

Glen Saxton

GLEN SAXTON
Chief, Operations Bureau

Identification No. _____

Application No. 37-7629

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

APPROVED

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

1. Name of applicant C. W. Bellamy Phone: 934-5976
post office address Route #1, Box 125, Gooding, ID 83330
2. Source of water supply groundwater which is a tributary of _____
3. a. Location of point of diversion is SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 17 Township 5S
Range 15E., B.M. Gooding County; additional points of diversion if any: _____

b. If water is not consumed, it will be discharged into _____ at a point in _____ $\frac{1}{4}$
of _____ $\frac{1}{4}$ of Section _____ Township _____ Range _____ B.M. _____
4. Water will be used for the following purposes:
Amount 2.40 cfs for irrigation purpose from Apr. 1 to Nov. 1 (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated:
a. 2.40 cubic feet per second and/or
b. _____ acre feet per annum.
6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. well & pump delivering to wheel-line sprinkler system.

b. Height of storage dam _____ feet, active reservoir capacity _____ acre feet; total reservoir capacity _____ acre feet, materials used in storage dam: _____
Period of year during which storage will occur _____ to _____ inclusive.
(Mo. Day) (Mo. Day)
c. Proposed well diameter is 12 inches; proposed depth of well is 200 feet.
7. a. Time required for the completion of the works and application of the water to the proposed beneficial use is 5 years.
b. Estimated construction cost is \$ 10,000.00.
8. Description of proposed uses:
a. If water is **not** for irrigation:
(1) Give the place of use of water: _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$ of Section _____ Township _____
Range _____ B.M. _____
(2) Amount of power to be generated: _____ hp under _____ feet of head.
(3) List number of each kind of livestock to be watered _____

(4) Name of municipality to be served _____, or number of families to be supplied with domestic water _____
(5) If water is to be used for other purposes describe: _____

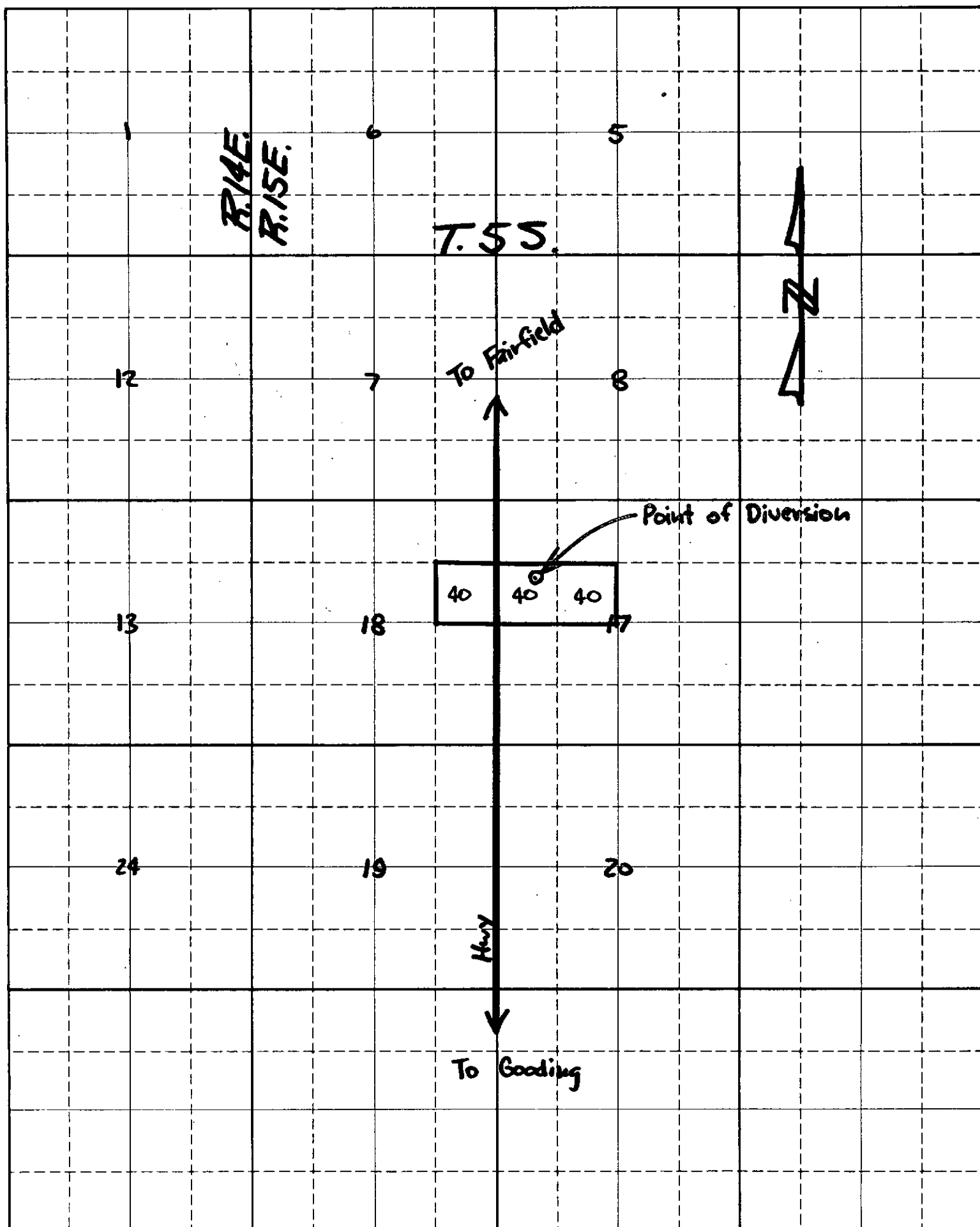
MICROFILMED

[illegible]

c. Describe any other water rights used for the same purposes as described above. 117 shares of
American Falls District #2 water.

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.

Curt Bellamy
(Applicant)

Priority 6/14/77

Received by ADM Date 6-14-77 Time 4:30
Preliminary check by JS Fee \$ 45.00
Receipted by Am Date 6/14/77 # 3594
Publication prepared by Am Date 6/17/77
Published in Gooding City Leader
Publication dates 6/30 & 7/7/77
Publication approved Q Date 7/12/77
Priority reduced to _____ Reason _____

Protests filed by: _____

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by mls jg

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. 37-7629, and said application is hereby APPROVED.

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

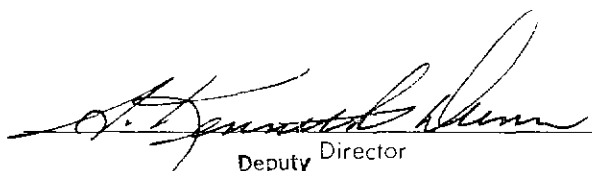
a. SUBJECT TO ALL PRIOR WATER RIGHTS.

b. Proof of construction of works and application of water to beneficial use shall be submitted on or before August 1, 19 82.

c. Other: For licensing purposes a scientific measurement of the diversion rate of the system as it is normally operated shall be provided by either properly installing an approved type of measuring device or by having a professional engineer certify the rate of diversion to the Department prior to submitting proof of beneficial use of water.

The rate of diversion of water for irrigation under this permit and all other water rights on the same land shall not exceed 0.02 cubic feet per second for each acre of land.

Witness my hand this 22 day of August, 19 77.


Deputy Director

AFFIDAVIT of PUBLICATION

7/12/77
COPY OF NOTICE

State of Idaho, }
County of Gooding. } SS.

Department of Water Resources
Southern District Office

Kim R. Crompton being first duly sworn, deposes and says that he is the printer (publisher) of the Gooding County Leader, a newspaper published every week in Gooding, County of Gooding, State of Idaho, that said newspaper has been continuously and uninterruptedly published for a period of seventy-eight consecutive weeks prior to the first publication of the annexed notice, and is a newspaper qualified to publish legal notices as provided by act of the 1919 session of the legislature of the State of Idaho, known as House Bill 145; that the annexed advertisement was published once

each week for 2 consecutive issues in said newspaper proper and not in a supplement; that the date of the first publication

of said advertisement was on the 30 day of June

19 77 and the date of the last publication was on the 7

day of July, 19 77

Subscribed and sworn to before me this 7

day of July, 19 77.

(SEAL)

NOTARY PUBLIC

GOODING COUNTY LEADER

Gooding, Idaho

COST OF PUBLICATION

Number of Lines in Notice 36 36

Number of Insertions 2 2

Lines tabular at 315c

36 Lines straight at 21c 7.56

36 Subsequent lines at 15c 5.40

TOTAL COST 12.96

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that C.W. Bellamy Gooding, has on 6/14/77 submitted Application No. 37-7629 for a permit to appropriate 2.40 cubic feet per second of water from groundwater by means of well & pump delivering to wheel-line sprinkler system within the SW 1/4, Sec. 17, Twp. 5S, Rge. 15E., B.M., Gooding County to be used from Apr. 1 to Nov. 1 for irrigation purposes of 120 acres within the S 1/2 NW 1/4, Sec. 17; SE 1/4 NE 1/4, Sec. 18, Twp. 5S, Rge. 15E., B.M.

If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Resources, 1041 Blue Lakes Blvd., North, Twin Falls, Idaho, 83301 on or before July 18, 1977.

/s/ C. Stephen Allred
Director
Pub: 6-30; 7-7

PUBLICATION RATES

(Idaho Code, Rev. Statutes 1971)

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

No 1278



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

June 15, 2001

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

THOMAS R PALACIO
LISA ANN PALACIO
1468 STATE HWY 46
GOODING ID 83330

RE: Transfer No.: 68508 - Water Right 37-7629 - Transfer Approval Notice

Dear Water Right Holder(s):

The Department of Water Resources has issued the enclosed approved Transfer of Water Right(s). Please be sure to thoroughly review the conditions of approval and remarks listed on the approval document.

The Transfer of Water Right(s) is a PRELIMINARY ORDER issued by the Department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action by the Department unless the APPLICANT petitions for reconsideration or files an exception and/or brief within fourteen (14) days of the service date as described in the enclosed information sheet.

ANY PERSON aggrieved by any decision, determination, order or action of the Department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Department and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

Please note that water right owners are required to report any change of water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage on the Internet to obtain the proper forms and instructions.

If you have any questions, please contact me at 208-327-7940.

Sincerely,

Camela S. Shaggs

for Jeff Peppersack, Manager
Water Rights Permits Section

JP:klt
Enclosure(s)

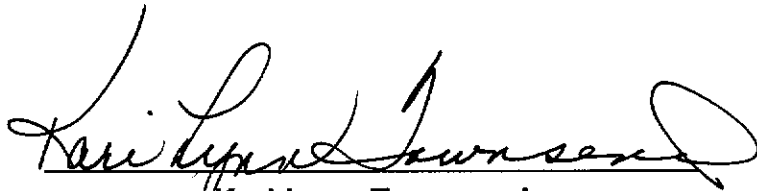
MICROFILMED
OCT 19 2001

CERTIFICATE OF MAILING

I hereby certify that on June 15, 2001 I mailed a true and correct copy, postage prepaid, of the foregoing TRANSFER APPROVAL to the person(s) listed below:

RE: TRANSFER NO. 68508 - WATER RIGHT 37-7629

**THOMAS R PALACIO
LISA ANN PALACIO
1468 STATE HWY 46
GOODING ID 83330**

A handwritten signature in cursive script, reading "Kari Lynn Townsend", written over a horizontal line.

**Kari Lynn Townsend
Secretary**

**MICROFILMED
OCT 19 2001**

**EXPLANATORY INFORMATION
TO ACCOMPANY A
PRELIMINARY ORDER**

The accompanying order or approved document is a "**Preliminary Order**" issued by the department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action of the Department of Water Resources (department) unless a party petitions for reconsideration, files an exception and brief, or requests a hearing as further described below:

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the department within fourteen (14) days of the service date of this order. The department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See Section 67-5243(3) Idaho Code.

EXCEPTIONS AND BRIEFS

Within fourteen (14) days after (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding with the Director. Otherwise, this preliminary order will become a final order of the agency.

REQUEST FOR HEARING

Unless a right to a hearing before the department or the Idaho Water Resource Board (Board) is otherwise provided by statute, any person aggrieved by any final decision, determination, order or action of the Director of the department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Director and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

ORAL ARGUMENT

If the Director grants a petition to review the preliminary order, the Director shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director orders otherwise, all oral arguments will be heard in Boise, Idaho.

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Director in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with IDAPA Rules 37.01.01302 and 37.01.01303 (IDAPA Rules of Procedure 302 and 303).

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OCT 19 2001

FINAL ORDER

The Director will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Director may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

Unless a different date is stated in a final order, the order is effective fourteen (14) days after its issuance if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:

- (a) the petition for reconsideration is disposed of; or
- (b) the petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

- i. A hearing was held,
- ii. The final agency action was taken,
- iii. The party seeking review of the order resides, or
- iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.

MICROFILMED

SEP 10 1980

TRANSFER REVIEW SHEET

(05-01)

TRANSFER # 5825/68508

DATE REVIEWED 6-13-01 CR

SPLIT POD ADD POD POU ☒ PERIOD or NATURE of USE

ALL OF RIGHT(S) W=Water Right C=SRBA Claim R=SRBA Recommendation

<u>C/37-7629</u>	<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u> No Activity
<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>
<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>
<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>

PART OF RIGHTS(S)

(Unchanged)

(Changed)

<u>/</u>	to	<u>/</u>	<u>/</u>
<u>/</u>	to	<u>/</u>	<u>/</u>
<u>/</u>	to	<u>/</u>	<u>/</u>
<u>/</u>	to	<u>/</u>	<u>/</u>
<u>/</u>	to	<u>/</u>	<u>/</u>
<u>/</u>	to	<u>/</u>	<u>/</u>
<u>/</u>	to	<u>/</u>	<u>/</u>
<u>/</u>	to	<u>/</u>	<u>/</u>
<u>/</u>	to	<u>/</u>	<u>/</u>
<u>/</u>	to	<u>/</u>	<u>/</u>

Standard Season 3-15 to 11-15
Licensed 4-01 11-01

Standard Volume 4.0/3.0

(1) ☒ Priority (2) ☒ Use (3) 3 Season/W61 (4) ☒ Rate (5) Volume

(6) ☒ Source (7) ☒ P/D (8) P/U (9) Proof/Owner (10) ☒ Map

(11) NA Water District (12) Yes Pertinent Conditions (13) No Expansion
WM/Rcvd Irr Overlap w/limits

(3) Allow extended season to standard W61

(5) Allow standard volume $4.0 \times 76 = 304$ ac. < VDR

(8) Move 38 acres from SENW to NWSW.

Gooding Co Assessor confirms ownership of NW $\frac{1}{4}$ SW $\frac{1}{4}$ S17 in Palacios name. 6-13-01

(9) Lienholder's letter 7-12-2000 agrees to change. Farm Credit Services. (Loan)

9-27-2000 " " " " Allred (Land Sellers)

Supplemental G/L - Overlaps BW Canal Co R+ before & after change - purchased shares with land.

Conditions/Remarks W61, O67, O65, 104, R64, T07, T08, T09

WRs for Update Comments 37-7269 ☒

Database Updated to Reflect Final Action 6-14-01 CR

Idaho Dept. of Water Resources
Place of Use Comparison Report

Type	WR #	Owner	Source	TRS	NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	Total
Right	37 870		BIG WOOD RIVER	05S15E17	X	X			X	X					X	X			X	X	0
Right	37 872		BIG WOOD RIVER	05S15E17	X	X			X	X					X	X			X	X	0
Claim	37 7629	SHIRLEY J ALLRED, HERBERT D ALLRED,	GROUND WATER	05S15E17																	76
Right	37 7629	C W BELLAMY,	GROUND WATER	05S15E17																	76
TC Claim	37 7628	THOMAS & OR LISA PALACIO,	GROUND WATER	05S15E17																	76
Right	1 6	AMERICAN FALLS RESERVOIR DISTRICT NO 2,	SNAKE RIVER	05S15E17																	0
Claim	37 867	BIG WOOD CANAL CO		05S15E17	34	35	38	40	39	39	37	40	40	37	39	18	41	40	37	42	596

original
P/U

New
P/U

IDWR TRANSFER ANALYSIS SHEET

APPLICANT

Thomas Palaccio

TRANSFER NO.

5825

1. Right number(s)

937-07629

68508

2. Type of right

☐ Decree ☒ License ☐ Statutory Claim
☐ SRBA Beneficial Use Claim

3. Purpose of transfer

☐ Change P/D ☐ Add P/D ☒ Change P/U
☐ Change N/U ☐ Change Source ☐ Split Right
☐ Other: _____

4. Check Existing Right:

☒ Source ☒ Priority ☐ Amount ☐ Purpose
☒ Period ☒ SRBA Claim
☒ Description of original point(s) of diversion
☒ Description of original place of use
☒ Overlapping rights on original place of use

Comments: _____

5. Check Proposed Right for amount of land &/or water transferred:

Also see attached memo for more analysis information

- a. ☒ All of right
- b. ☐ Part of right (NOTE: Part B should be filled in only if part of right is owned by the applicant)
- c. ☒ Description of point(s) of diversion
- d. ☒ Description of place of use
- e. ☒ Map showing P/D & P/U after transfer
- f. ☒ Correct notarized signature and \$100 fee
- g. ☒ Proof of ownership of right &/or land from which water is transferred
- h. ☐ Expansion in use of right - Comments: None apparent

68508

T5825

- i. — Existing rights from same source, on land water is being transferred to; right number(s): _____

A37-11 211 Dom / stock

- j. SRBA claim(s) - Comments (NOTE: Approved transfer amends SRBA claim; differences between existing water right and SRBA claim? any ownership or other outstanding issues? Explain)

- [illegible]

INITIAL ALLOCATION REVIEW BY
SRBA SUPERVISOR REVIEW BY
PUBLICATION REVIEW BY

John Freda

DATE 08-17-00
DATE _____
DATE _____

1. Legal Notice electronically sent to DWR03::VAULT ✓ Yes 10/18/00
2. COMMENT LETTERS Copy of Pg 1 to AJ ✓ Yes 10/17/00

Watermaster recommendation requested on _____, Received on _____

Other comments letters - send to the following name(s) & address(es):

3. Transfer published correctly? ☒ Yes ☐ No
4. Affidavit of publication received? ☒ Yes ☐ No
5. Protests received? ☐ Yes ☒ No; Acknowledgement sent? ☐ Yes
6. Copies made for Region file (see attached supplemental page)? ☐ Yes

RECOMMENDED ACTION

1. Approve
2. Deny due to _____

3. Conditions (special conditions in Water Districts) _____

Also see attached memo for recommendation dated:

11/21/00

4. By Date 11/21/00

Date 11/24/00

RECEIVED

NOV 24 2000

MEMO

FROM: Allen Merritt 

Department of Water Resources

DATE: November 21, 2000

TO: Transfer File No. 5825

In the name of: Thomas &/or Lisa Palacio

Water Right(s): 37-07629

SUBJECT: Review and Recommendation

This transfer proposes to change the place of use of a ground water right.

The transfer was processed without protest.

Recommendation

I recommend that this transfer be approved subject to the following conditions:

- Same conditions as license.
- Measuring device on well and report use as required.
- Subject to SRBA.

MICROFILMED

OCT 19 2001

AFFIDAVIT of PUBLICATION

State of Idaho
County of Gooding } ss.

RECEIVED

NOV - 3 2000

Department of Water Resources
Southern Region

T#s-5825, 5831

TITLE OF NOTICE

PLAINTIFF ATTORNEY

DEFENDANT

PLAINTIFF

IDWR

BILL TO

Norma DeVoe, being first duly sworn, deposes and says that she is the printer (publisher) of the Gooding County Leader, a newspaper published every week in Gooding, County of Gooding, State of Idaho; that said newspaper has been continuously and uninterruptedly published for a period of seventy-eight consecutive weeks prior to the first publication of the annexed notice, and is a newspaper qualified to publish legal notices as provided by act of the 1919 session of the legislature of the State of Idaho, known as House Bill 145; that the annexed advertisement was published once each week for

2 consecutive issues in said newspaper proper and not in supplement; that the date of the first publication of said advertisement was on the 26th day of October, 192000

and that date of the last publication was on the 2nd day of November, 192000

On this 2nd day of November

in the year of 2000, before me, a Notary Public, personally appeared Norma DeVoe, known or identified to me to be the person whose name subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledge to me that she executed the same.

Shelley Sturgeon
Notary Public for Idaho
Residing at Jerome

My commission expires: 12/3/05

GOODING COUNTY LEADER

Gooding, Idaho

COST OF PUBLICATION

Number of Picas per Line _____

Number of Lines in Notice _____

Number of Insertions 2x

Lines tabular at _____ 7.5¢/Pica
482.63 Lines straight at 31.37 6.5¢/Pica
482.63 Subsequent lines at 26.54 5.5¢/Pica

Affidavit Fee: 2.25

TOTAL COST 60.16

COPY OF NOTICE

NOTICE OF PROPOSED CHANGE OF WATER RIGHTS

Notice is hereby given that two (2) applications have been filed with the Department of Water Resources by for changes to water rights within Gooding County as described below.

Transfer No. 5825 by Thomas &/or Lisa Palacio, 1468 State Hwy 46; Gooding ID 83330 involves right No. A37-07629 (1.30 cfs) recorded with priority date of 06/14/1977 from ground water within SWNW for irrigation of 76 acres within S1/2NW. The applicant requests to change place of use to SWNW & NWSW, all S17, T05S, R15E.

Transfer No. 5831 by Edward &/or Ann Ciocca, 1674 E 2900 S; Wendell ID 83355 involves Right No. 36-07448 (2.23 CFS) recorded with priority date of 02/27/1974 from ground water within SESE, S24, T07S, R14E for irrigation of 139 acres within parts of S24, T07S, R14E & S19, T07S, R15E. The applicant requests to cease irrigating two (2) acres within NESW, S19, T07S, R15E (which is BLM land) and change place of use to 139 acres within SE, S24, T07S, R14E & W1/2SW, S19, T07S, R15E.

Any protest against the proposed changes must be filed with the Department of Water Resources, Southern Region, 1341 Fillmore St., Suite #200; Twin Falls ID 83301, together with a protest fee of \$25.00; on or before November 13, 2000 to be considered by the Department in its decision to grant or deny any part of the proposed change. (Each transfer requires a separate protest.) The protestant must also send a copy of the protest to the applicant.

/s/ Karl J. Dreher, Director
PUB: 10/26 - 11/2 G33147

No. 7575

33147

MICROFILMED

OCT 19 2001

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Karl J. Dreher, Director

Published in the Gooding County Leader on 10/26 & 11/02/00.

MICROFILMED
OCT 19 2001

OK
AP~



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

October 18, 2000

MAGIC VALLEY PUBLISHING
ATTN: Gooding County Leader
PO BOX 468
JEROME ID 83338

Ladies and Gentlemen:

Enclosed you will find a legal notice which we wish to have published once a week for two consecutive weekly issues of your newspaper.

We have inserted the required publication dates. If you cannot publish the notice on the proposed dates, please contact us immediately.

In order to receive payment, an affidavit of publication must be submitted to the Department along with the publication bill.

Very truly yours,

Mary Baldwin

Administrative Assistant

Enclosure

MICROFILMED

OCT 19 2001

Tom Palacio
1468 State Hwy 46
Gooding, ID 83330

RECEIVED

OCT - 4 2000

Department of Water Resources
Southern Region



Department of Water Resources
ATTN. John Freitag
1341 Fillmore Street, Suite 2000
Twin Falls Idaho 83301-3380

MICROFILMED
OCT 13 2001



March 25, 1987

C. W. BELLAMY
RT. 2 BOX 144
GOODING, ID 83330

RE: Permit No. 37-7629

Dear Permit Holder(s):

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

Sincerely,

JIM JOHNSON
Water Rights Supervisor

JJ:sc

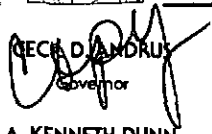
Enclosure

MICROFILMED

APR 13 1987



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


A. KENNETH DUNN
Director

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

February 26, 1987

C. W. BELLAMY
RT. 2 BOX 144
GOODING, ID 83330

RE: Permit No. 37-7629

Dear Permit Holder(s):

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

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

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

Sincerely,

JIM JOHNSON
Water Rights Supervisor

JJ:sc

Enclosure

MICROFILMED

APR 13 1987

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
LICENSING REPORT

Permit No. _____

1. **Measurement Calculations**

- a) Field Measurement Calculations (Include theoretical capacities and system capacity)

Capacity = 1.30 cfs

- b) Volume Calculations for Irrigation:

$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = 76 \times 3.0 = 228.0 \text{ AF}$
 $V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = 1.3 \times 1.9835 \times 214 = 551.8 \text{ AF}$
 $V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} = \underline{\hspace{2cm}}$

- c) Volume Calculations for Other Uses:

2. **Overlap Review**

- a) Other water rights with same place of use: 01-0006
- b) Other water rights with same point of diversion: none
- c) Analysis: Recommend R29

MICROFILMED

APR 13 1987

10 day

- APR 13 1967

RECEIVED

JUN 30 1986

Form 219
6/86

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

Department of Water Resources

A. GENERAL INFORMATION

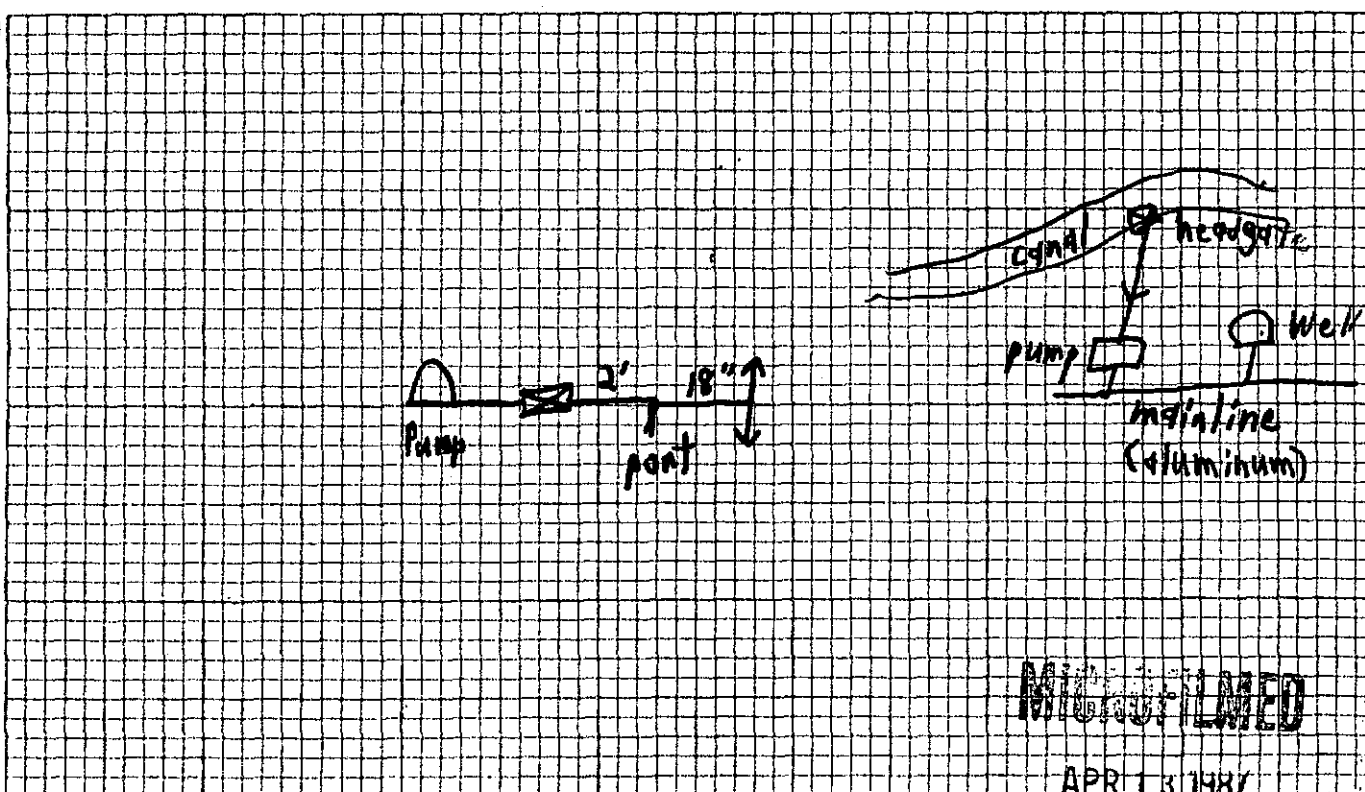
1. Owner: C. W. Bellamy Permit No. 37-7629
Current Address: Rt. 2 Box 144, Fooding, ID 83330 Phone No. 934-5976
2. Accompanied by: Mr. Bellamy EXAM. DATE: 6-13-86
Address: _____ Phone No. _____
Relationship to Permit Holder: _____

B. OVERLAP REVIEW

1. Other water rights with same place of use: American Falls Res. District #2 shares
_____ ☐ Copies Attached
2. Other water rights with same point of diversion: _____
_____ ☐ Copies Attached ☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

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



Scale: 1" = _____

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

System Description (continued)

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

Well, pump, motor, 6" main line to 3 wheel lines.

☐ See Remarks on page 4 for continuation

4.

Well or Diversion Identification No.	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
	Newman	50	S1216907	Peerless	F21863

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

5. Point(s) of Diversion:

Ident. No.	Gov't. Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks
			SW	NW	17	55	19E	Gooding	Aerial photo

6. Place(s) of Use:

Indicate Method of Determination

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
55	19E	17							38	38									76

MICROFILMED

APR 13 1987

Do not use this space

Do not use this space

D. FLOW MEASUREMENTS

☒ Additional Data Sheets Attached

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date
Manometer, Anubar						

2. Measurements:

Measured 15.1" pressure = 1.30 cfs

E. FLOW CALCULATIONS

☒ Additional Computation Sheets Attached

1. Measured Method: 1.30 cfs

2. Alternate Method for Checking Purposes:

F. PUMP EFFICIENCY DATA (Optional)

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

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

Water HP: (3) x (4) ÷ 8.8 = _____ (5)

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

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

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

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

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$V_{IR} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = 76 \times 3 = 228 \text{ AFA}$

$V_{OR} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = 1.3 \times 214 \times 1.9835 = 551.8$

$V = \text{Smaller of } V_{IR} \text{ and } V_{OR} = 228 \text{ AFA}$

2. Volume Calculations for Other Uses:

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APR 13 1981

H. REMARKS AND OVERLAP REVIEW ANALYSIS

Well supplement canal shares.

Mr. Bellamy claimed 72 acres irrigated, but aerial photo shows 76 acres - recommend larger amount be licensed.

Land permitted in Sec. 18 is not irrigated - no longer owned by Mr. Bellamy.

Mr. Bellamy claimed 600 gpm needed to run 3 wheel lines.

I. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Annual Volume V (afa)
	From	To		
Irrigation	4-1	11-1	1.30	228

Totals:

2. Recommended Amendments

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

J. AUTHENTICATION

Field Examiner's Name

Signature

Certification Date

Field Report Preparation Date

CONSULTANT SEAL

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

ADN 6/26/86

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APR 13 1987

Form 219-Supp.
6/83

State of Idaho
DEPARTMENT OF WATER RESOURCES
SUPPLEMENTAL FIELD REPORT FOR ANNUBAR MEASUREMENT

Department of Water Resources

Measured by: J. F. Stanton Date 6-13-86
Owner: C. W. Bellamy Permit No. 37-7629

Description of well &/or measuring site

- Include any clarifications of the sketch
- Include legal description if more than one p.d. is described in the Field Report

Measured inside diameter of pipe in inches

Size of Annubar used in test 6.065"

Model No. of Annubar Meter Used 75
(Model No. = 75 for 6" and larger)
(Model No. = 73 for 4")

Size Eagle Eye Meter Used manometer used

Date of Last Calibration of Meter -

Observed inches of H₂O read on Meter

Flow Correction Factor (From Calibration Graph)
(Use 1 if Error is $\pm 2\%$ at observed pressure)

Select C based on Annubar Model No.

If Model No. = 75, then C = 3.85

If Model No. = 73, then C = 4.14

CALCULATION: $K \frac{(A^2) (\sqrt{B})}{448.8} C =$

SKETCH (If not shown on Field Report):

(A) ~~23.4 - 8.3 = 15.1~~ 6.24" 1.7' OD, 1/8" wall

State ID No. -

(B) 23.4 - 8.3 = 15.1

(K) -

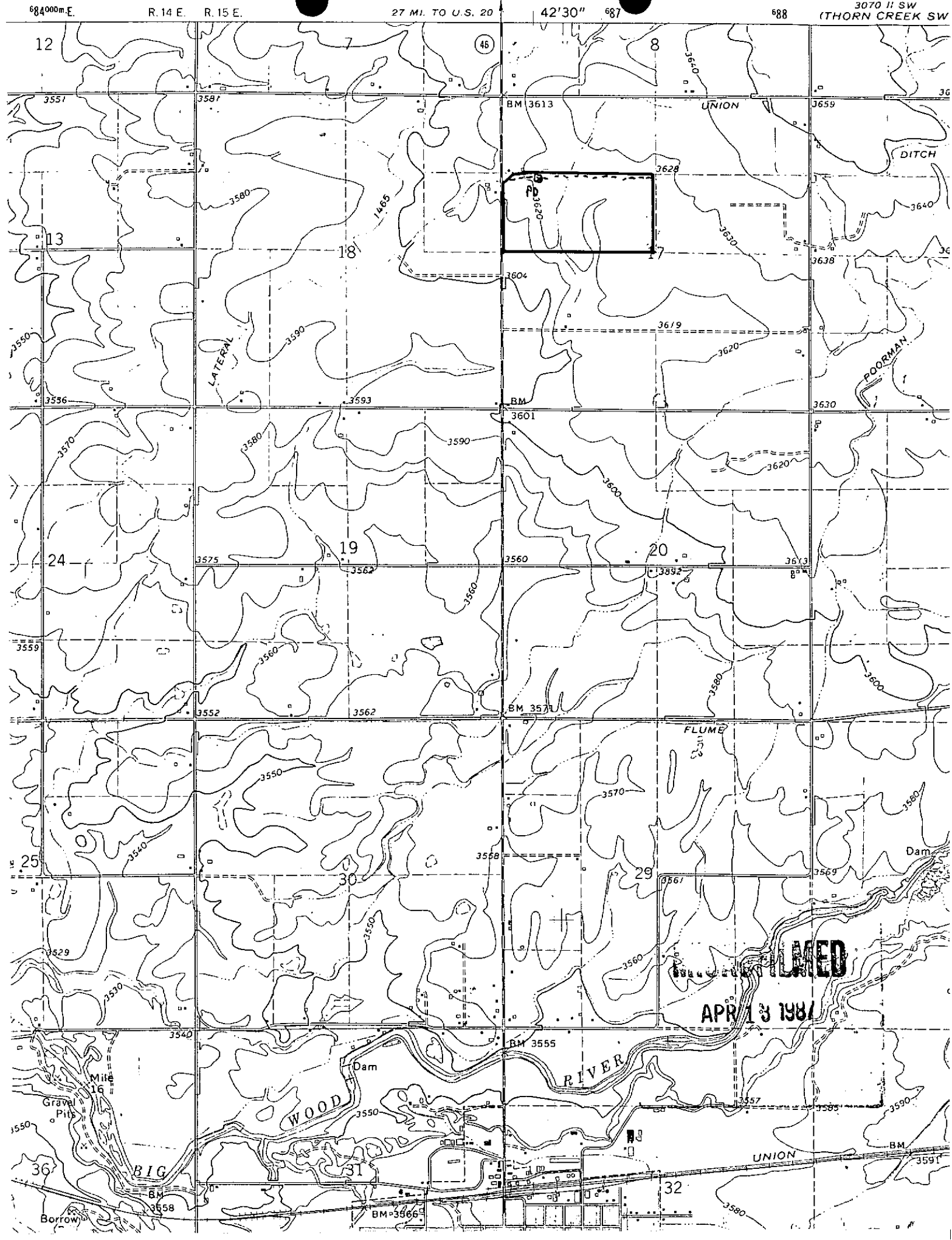
(C) 3.85

= 583 gpm = 1.30 cfs measured

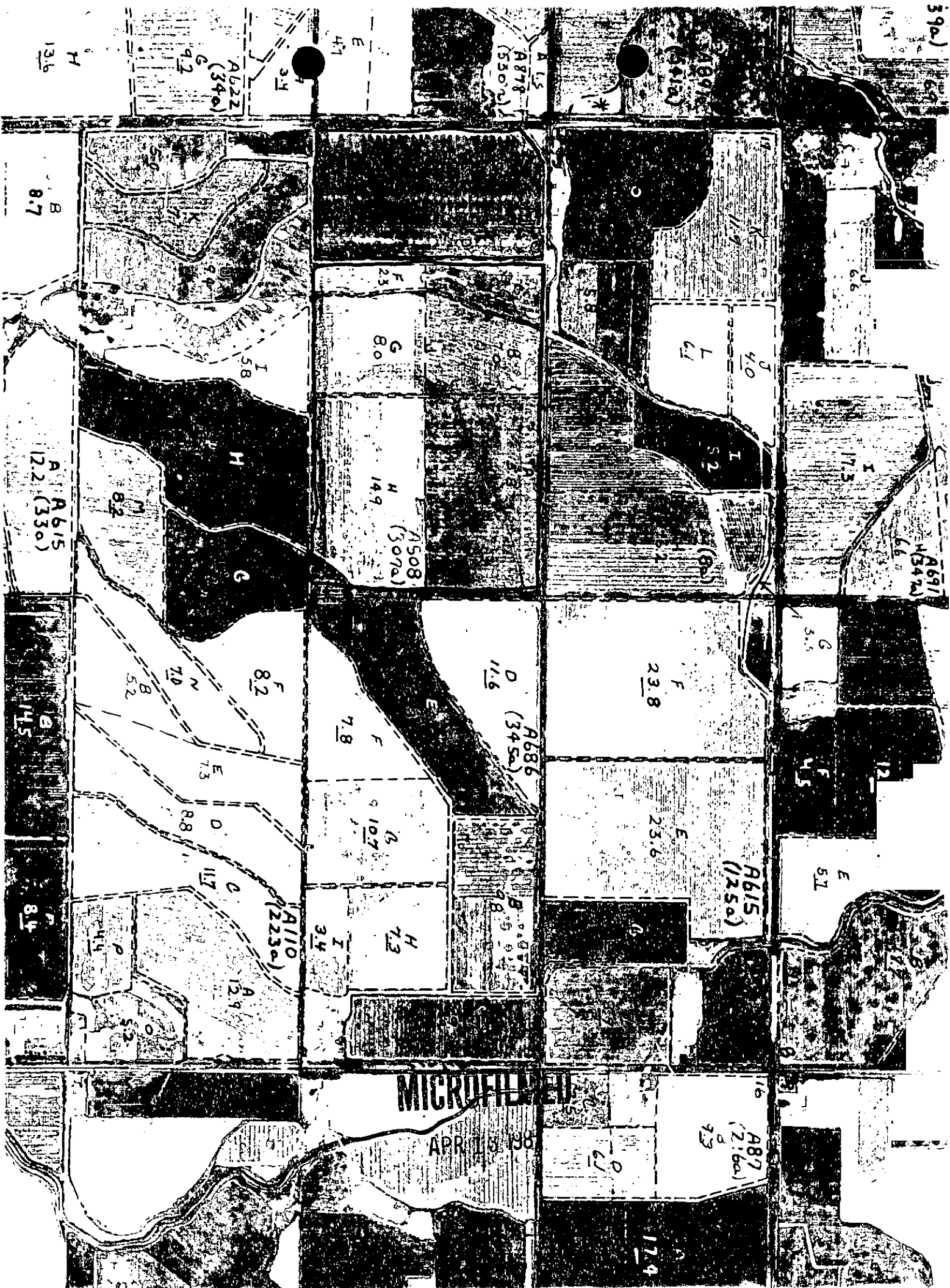
RECEIVED

APR 13 1987

MENT OF THE INTERIOR
OLOGICAL SURVEY



RECORDED
APR 13 1981



MICROFILMED

APR 15 1988

4/86

JUN 2 1986

RECEIVED

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

EXAMINATION FEE INFORMATION

For Office Use Only

Fee Received 125.00

Date 6/2/86

Receipt # 40157

Receipt by MR

Sent to S.O. 6/4/86

RECEIVED

JUN 6 1986

1. Permit No. 37-7629

ONE OF THE FOLLOWING BOXES SHOULD BE MARKED TO DESIGNATE YOUR CHOICE. Department of Water Resources

☒ I choose to have the department make the field examination of this permit; attached is the examination fee. (If this box is marked, complete items 1 thru 8.)

2. Permit Holder: Curt Bellamy

3. Post Office Address: Gooding Idaho - Box 144 - R-2

Telephone No. 934-5976

4. Source of Water: 12" Well

5. Extent of Use:

Domestic _____ (No. of households) Stockwater _____ (No. and type of stock)

Irrigation 80 (acres) Other/Remark With 3 wheel lines

112 Sprinkler heads that require 5 gal-M. - 6000 ft.

6. Total rate &/or volume for which proof is submitted 1.33 cfs _____ acre-feet

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

8. Person to contact to accompany the department representative during the field examination:

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APR 13 1987

Curt Bellamy

(Name)

Gooding Idaho - Box 144 - R-2

(Address)

934-5976

(Telephone Number)

☐ I choose to have the field examination conducted by a certified water right examiner. Attached is a statement from the certified examiner I have selected verifying that he has been retained to conduct the examination. (If this box is marked, complete items 1 thru 7.)

Date

Signature of Permit Holder (and title, if appropriate)



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

A. Kenneth Dunn
Director

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

May 19, 1986

C. W. Bellany
Rt. 2 Box 144
Gooding, Idaho 83330

Re: Permit 37-7629

Dear Mr. Bellany:

We have your letter concerning the field-examination fee for the above-referenced permit. During a field examination, we determine the amount of water used (flow rate), the land that is actually irrigated by the system, and other information needed to fully describe the water system. Measuring the water is only part of the inspection. The test data you submitted is not satisfactory because it was not made under the conditions that now exists in your system. (Closed discharge into a pressurized mainline.)

As the original letter from our Boise office stated, you have the option of having either the IDWR or a private consultant conduct the inspection. At this time no private parties have been authorized to conduct licensing exams, but we assume this will eventually change. In order for you to keep your right to use this well, someone will have to make the examination. As you will note, June 30 is the last day to submit the examination fee information form that you received. The exam itself may take place at a later date, however.

The 600 gpm you mention is 1.33 cfs, which should be shown on Item 6 of the form. If you have us do the exam, the fee is \$125.00.

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

Very truly yours,

James E. Stanton
Sr. Water Resource Agent

LOH:JES:

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APR 13 1987

Gooding, Id.
May 6, 1986.

37-7629

Idaho Department of Water Resources
450 W. State St.
Boise, Idaho. 83720.

RECEIVED

MAY 7 1986

Dear Sir:-

Department of Water Resources

In regards to the well which you want tested - I can see no reason for it. We know how much water is pumped, it supplies three wheel lines which require 600 gal a minute. This is the appropriate capacity of the well.

The well was test pumped before a pump could be designed for the job.

We are enclosing a copy of the test.

We will be pumping out of the canal but wish to keep the well as a standby.

Yours truly,

C. T. Bellamy.

RECEIVED

MAY 15 1986

Department of Water Resources
Southern District Office

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APR 13 1987

Box 125 Gooding

LAYNE AND BOWLER PUMP COMPANY WELL TEST REPORT

5-2-78

NAME C. W. Bellamy DATE 4/2/78
 LOCATION 4 1/2 mi. S of Gooding Idaho RANGE _____ T. _____
 WELL DEPTH 200' WELL SIZE 12" CASING _____
 TEST PUMP DEPTH 190' over all ORIFICE SIZE 8x6
 STATIC WATER LEVEL 111 STARTING TIME 1:00

TIME	PUMPING LEVEL	ORIFICE READING	G.P.M.	MINERS INCHES
2:15	145' Recovery	20 1/2	700	77"
2:25	125' "	15 1/2	610	67 1/2"
2:40	110' "	23' <i>Surge well</i>	745	83" <i>Observed amount pump could handle</i>
2:50	125' "	17 1/2	640	70"
3:00	118' "	15 1/2	610	67 1/2"

REMARKS:

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APR 13 1987



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

JOHN V. EVANS

Governor

A. KENNETH DUNN

Director

Mailing address:
Storehouse
Boise, Idaho 83720

37-7629
BELLAMY, C. W.
RT. 1 BOX 125
GOODING, ID 83330

138705

April 30, 1986

CERTIFIED MAIL

EXAMINATION FEE NOTICE

Dear Permit Holder:

Department records show that proof of beneficial use has been submitted for the above-referenced permit, but that a field examination has not yet been conducted to determine the extent of beneficial use of the water for licensing purposes.

House Bill 671 (effective April 4, 1986) enacted by the 1986 Idaho Legislature requires the payment of a fee before this department can conduct the field examination needed to issue a license confirming use of water under the permit. This letter is notification that the license examination fee is due within sixty (60) days of the date of this letter. The examination fee information sheet (enclosed) must be returned with the fee.

As an alternative to submitting the fee, the department will accept a field examination report completed by a certified water right examiner from the private sector. If you choose to have the examination done by a certified water right examiner, you need not submit the license examination fee to the department, but you must within sixty (60) days of the date of this letter return to the department, the examination fee information sheet showing appropriate information together with a statement from the certified examiner to verify that you have retained a certified examiner to conduct the field examination. If you choose this alternative, a completed field examination report must be submitted within one year of the date of this letter. You cannot later change your decision to use this alternative and submit the fee needed for the department to conduct the field examination, but you may change to another certified examiner.

Certified water right examiners are licensed engineers, geologists, or land surveyors certified by the department to conduct water right examinations. The procedure for certifying examiners results from the recently enacted HB 671 and is being developed at this time. A listing

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APR 13 1987

of certified water right examiners will be available from this department when examiners have been certified.

If your permitted use, in fact, has already been examined by the department and you have not asked to have the examination repeated, the fee requirement is not applicable to your permit. If you believe this is the case, please contact the department.

The license examination fee is to be based on the amount of water you indicate you have developed, as listed in item 6 on the examination fee information sheet. The amount of water on which the examination fee is based can be less than the permitted amount, if less water has been diverted and beneficially used. The licensed amount of water, however, will not exceed the amount you claim on the examination fee information sheet. The enclosed license examination fee schedule shows a listing of applicable fees.

FAILURE TO SUBMIT WITHIN THE SIXTY (60) DAY PERIOD, THE FEE OR THE STATEMENT THAT A CERTIFIED EXAMINER HAS BEEN RETAINED TO MAKE THE FIELD EXAMINATION, WILL BE CAUSE TO ADVANCE THE PRIORITY OF THE PERMIT ONE DAY FOR EACH DAY THAT THE FEE SUBMITTAL IS LATE.

FAILURE TO SUBMIT THE FEE OR THE COMPLETED FIELD EXAMINATION REPORT WITHIN A YEAR WILL BE CAUSE TO CONSIDER THE PROOF OF BENEFICIAL USE TO BE INCOMPLETE AND TO LAPSE THE PERMIT.

The attached examination fee information sheet and the fee may be submitted to the following department offices.

Northern Region

Idaho Dept. of Water Resources
4055 Government Way
Coeur d'Alene, ID 83814
Phone: 765-4639

Eastern Region

Idaho Dept. of Water Resources
150 Shoup Ave., Suite 15
Idaho Falls, ID 83401
Phone: 525-7161

Southern Region

Idaho Dept. of Water Resources
1041 Blue Lakes Blvd. North
Twin Falls, ID 83301
Phone: 734-3578

Western Region

Idaho Dept. of Water Resources
450 W. State St., (Third Floor)
Boise, ID 83720
Phone: 334-2190

Sincerely,



L. GLEN SAXTON
Chief, Operations Bureau

Enclosures

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APR 13 1987



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

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

September 17, 1982

C. W. Bellany
Rt. 2 Box 144
Gooding, Idaho 83330

Re: Permit No. 37-7629

Dear Mr. Bellany:

We acknowledge receipt of the affidavit submitted as proof of beneficial use for the above referenced permit.

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

Field examinations must be done while the system is in operation. For this reason we concentrate on irrigation permits during the summer months and do examinations on permits for other uses during the non-irrigating months.

If you have any questions regarding the field examination, please contact our office.

Sincerely,

Gary L. Funderburg
Sr. Water Resource Agent

LOH:GLF:marya

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APR 13 1987

DEPARTMENT OF WATER RESOURCES

The Idaho Department of Water Resources will consider this card as a statement that the permit holder(s) has completed development to the extent shown below of Permit No. 37-7629.

Name(s) of Permit Holder: Curt Bellamy

Post Office Address: R-2 - Box 144

Gooding Idaho Tel. No. 934-5926

Source of Water: Well

Extent of Use:

☐ Domestic	_____	(number of households)
☐ Stockwater	_____	(number and type of stock)
☒ Irrigation	<u>80</u>	(acres) - <u>3 wheel lines</u>
☐ Other	_____	_____

Measuring Device: Required? ☐ Yes ☐ No Installed? ☐ Yes ☐ No

Access Port: Required? ☒ Yes ☐ No Installed? ☐ Yes ☒ No

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

6/9/82
Date

Curt Bellamy
Signature of Permit Holder

Curt Bellamy
R-2 - Box 144
Gooding, ID



6-11-82



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APR 13 1987

JUN 11 1982
Doc. # 100-100000-100000

IDAHO DEPARTMENT OF WATER RESOURCES
STATEHOUSE
BOISE, IDAHO 83720

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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

BELLAMY, C. W.
RT. 1 BOX 125
GOODING, ID 83330

MAY 31, 1982

DEAR PERMIT HOLDER:

ONE OF THE CONDITIONS OF APPROVAL OF YOUR WATER PERMIT NO. 37-7629 WAS THAT EVIDENCE OF THE EXTENT OF DEVELOPMENT MUST BE SUBMITTED TO THIS OFFICE ON OR BEFORE AUGUST 01, 1982. (SEE LAST PAGE OF YOUR APPROVED PERMIT). ENCLOSED IS A POST CARD WHICH MAY BE USED TO SUBMIT THE REQUIRED PROOF OF BENEFICIAL USE.

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

EITHER THE BENEFICIAL USE POST CARD OR A REQUEST FOR AN EXTENSION OF TIME MUST BE RECEIVED BY THIS DEPARTMENT ON OR BEFORE THE ABOVE MENTIONED DATE, OTHERWISE, THE PERMIT WILL LAPSE AND BE OF NO FURTHER FORCE OR EFFECT WITHIN 60 DAYS.

SINCERELY,

RITA FLECK
SR. SECRETARY

ENC: 1

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APR 13 1987



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

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

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

May 31, 1982

Dear Wateruser:

The enclosed Order changes the measuring device condition of approval on your water right permit.

The changed condition is less restrictive and provides you the option to install an access port or have your system measured and certified by a professional engineer. Instructions for access port installation are also enclosed.

If you have questions regarding this matter, please contact the regional office nearest to you.

Sincerely,

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

DRT:jg

Enclosures

NORTHERN REGION OFFICE
Route #5, Box 203, Government Way
Coeur d'Alene, Idaho 83814
Telephone 667-6484

EASTERN REGION OFFICE
150 Shoup Avenue
Idaho Falls, Idaho 83401
Telephone 525-7161

SOUTHERN REGION OFFICE
1041 Blue Lake Boulevard North
Twin Falls, Idaho 83301
Telephone 734-3578

WESTERN REGION OFFICE
92 South Cole Road
Boise, Idaho 83709
Telephone 334-2190

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APR 13 1981

DEPARTMENT OF WATER RESOURCES
- STAFF ANALYSIS -

Item Initial Date

Application No. 37-7629 - C. W. Bellamy

☒ Source
☒ Point of Diversion
☒ County
☒ Quantity of Water and Period of Use
☒ Description of Diverting Works
☒ Time required for B/U of water
☒ Place of Use or Acres Irrigated
☒ Map
☒ Signature
☒ Fee

(1) JS 6-17-77

In form to receipt

(2) _____

Send Copies to:

_____ Idaho State Health Department
_____ Idaho Fish and Game Department
_____ Bureau of Land Management

(3) _____

_____ Request Special Use Permit from U.S.F.S.
_____ Request Easement from B.L.M.
_____ Request Information from Applicant

(4) JS 6-17-77

In form for advertising

(5) _____

Platted on Map No. _____

(6) _____

Located within Water District No. _____

(7) mls 7-18-77

Critical groundwater area: yes _____ no ☒

(8) mls 7-18-77

Groundwater levels:

_____ Declining, ☒ Stable, _____ Increasing

(comment) _____

(9) _____ RMS

Other rights on the same place of use

(10) _____

Comments: None platted

(11) JS 7/12/77

Affidavit of Publication received(date) 7/12/77

(12) Am 6/17/77

Final date for protests 7/18/77

Protests received: yes _____ no ☒

(13) _____

All requested information received from agencies or applicant: yes _____ no _____

(14) mls 7-18-77

Action recommended:

☒ Approve _____ Deny

_____ Proposed Priority

_____ Reason for Reduction

☒ Measuring device required

_____ See attached sheet for other conditions of approval

_____ No special conditions for approval

(15) District Southern By Michael Stule Date 7-18-77

cc. L. t. to Boise 6/17/77. Am

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Supplemental



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN DISTRICT

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

June 17, 1977

Gooding County Leader
Box 56
Gooding, ID 83330

Re: Application For Permit No. 37-7624 - William &/or Mary Bunn
" " " No. 37-7629 - C. W. Bellamy ✓
" " " No. 37-7626 - Maurice Capps
" " " NO. 37-7627 - Don Bellamy

Gentlemen:

Enclosed you will find a legal notice which we wish to have published once a week for two consecutive weekly issues of your newspaper. We have inserted the publication dates allowing ample time for you to submit us a galley proof for review before publication.

After sending us a galley proof, proceed with the publication on the dates we have inserted, assuming the notice is correct. If we have any corrections, we will notify you before the first publication. If you cannot publish the notice on the proposed dates, please contact us immediately.

In order to receive payment, an affidavit of publication must be submitted to the Department along with the publication bill.

Sincerely,

Michael L. Steele
Southern Region Supervisor

MLS:sm

Enclosures

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NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that C. W. Bellamy

Cooding

has on 6/14/77 submitted Application No. 37-7629

for a permit to appropriate 2.40 cubic feet per second acre feet per annum
X X X X X X X X X X

of water from groundwater

by means of well & pump delivering to wheel-line sprinkler system

within the S1/4NW1/4, Sec. 17, Twp. 5S, Rge. 15E., B.M., Cooding County

to be used from Apr. 1 to Nov. 1

for irrigation purposes of 120 acres

within the S1/4NW1/4, Sec. 17; S1/4NE1/4, Sec. 18, Twp. 5S, Rge. 15E., B.M.

If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Resources, 1041 Blue Lakes Blvd., North, Twin Falls, Idaho, 83301 on or before July 18, 1977.

C. Stephen Allred

Director

Published in the Cooding County Leader

on June 30 and July 3, 1977

MICROFILMED

OK 6/29/77
**NOTICE OF APPLICATION
FOR WATER PERMIT**

Notice is hereby given that C.W. Bellamy Gooding, has on 6/14/77 submitted Application No. 37-7629 for a permit to appropriate 2.40 cubic feet per second of water from groundwater by means of well & pump delivering to wheel-line sprinkler system within the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 17, Twp. 5S, Rge. 16E., B.M., Gooding County to be used from Apr. 1 to Nov. 1 for irrigation purposes of 120 acres within the S $\frac{1}{2}$ NW $\frac{1}{4}$, Sec. 17; SE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 18, Twp. 5S, Rge. 15E., B.M.

If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Resources, 1041 Blue Lakes Blvd., North, Twin Falls, Idaho, 83301 on or before July 18, 1977.

/s/ C. Stephen Allred
Director
Pub: 6-30; 7-7

3/79

IDENT. NO. 37-7629

I D A H O D E P A R T M E N T O F W A T E R R E S O U R C E S

WATER RIGHT
DATA ENTRY LOG

[illegible]