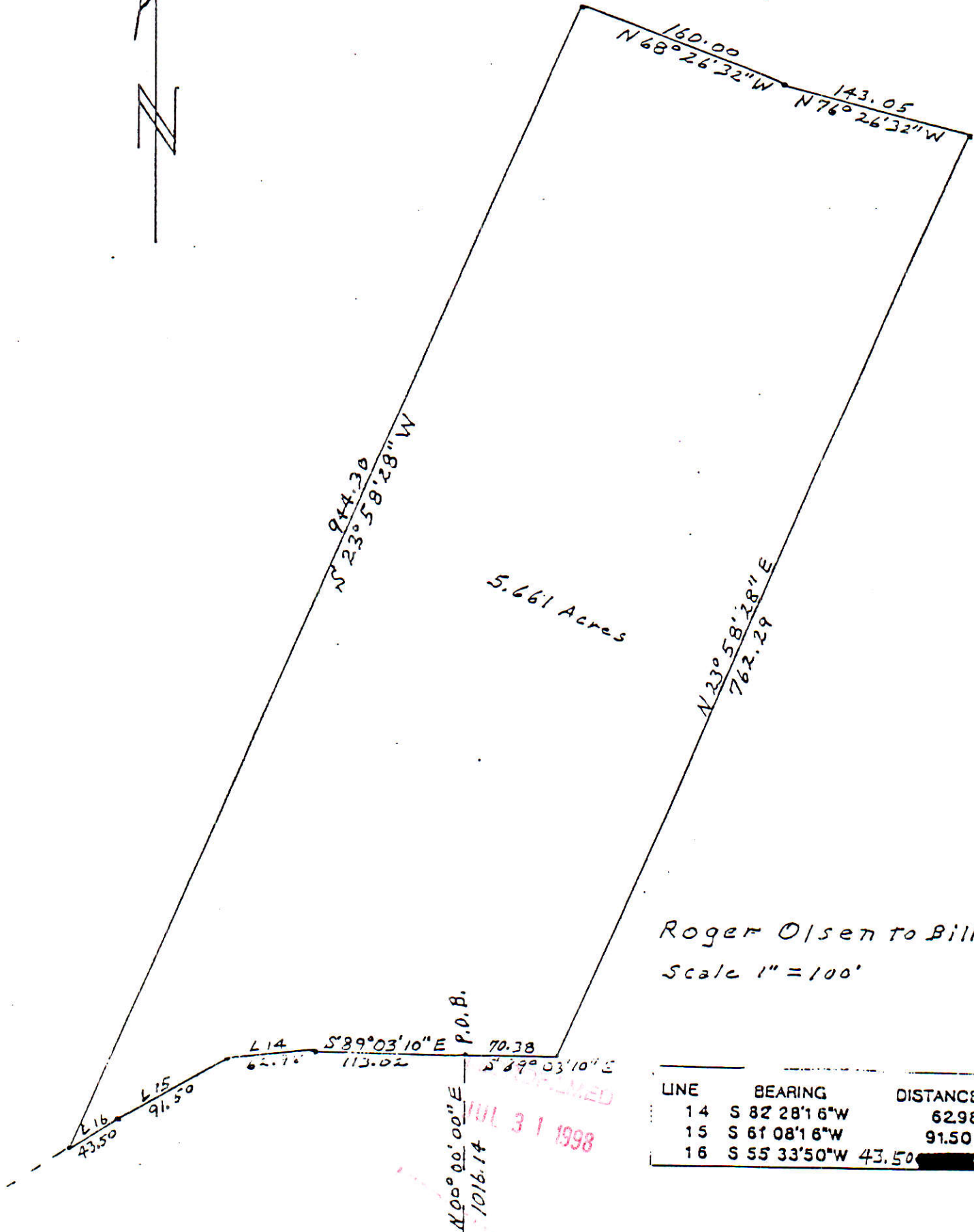


THIS SKETCH IS MADE SOLELY FOR THE PURPOSE OF
 ASSISTING IN LOCATING THE PREMISES AND THE
 COMPANY ASSUMES NO LIABILITY FOR VARIATIONS
 IF ANY, WITH AN ACTUAL SURVEY.
 FIRST AMERICAN TITLE CO.

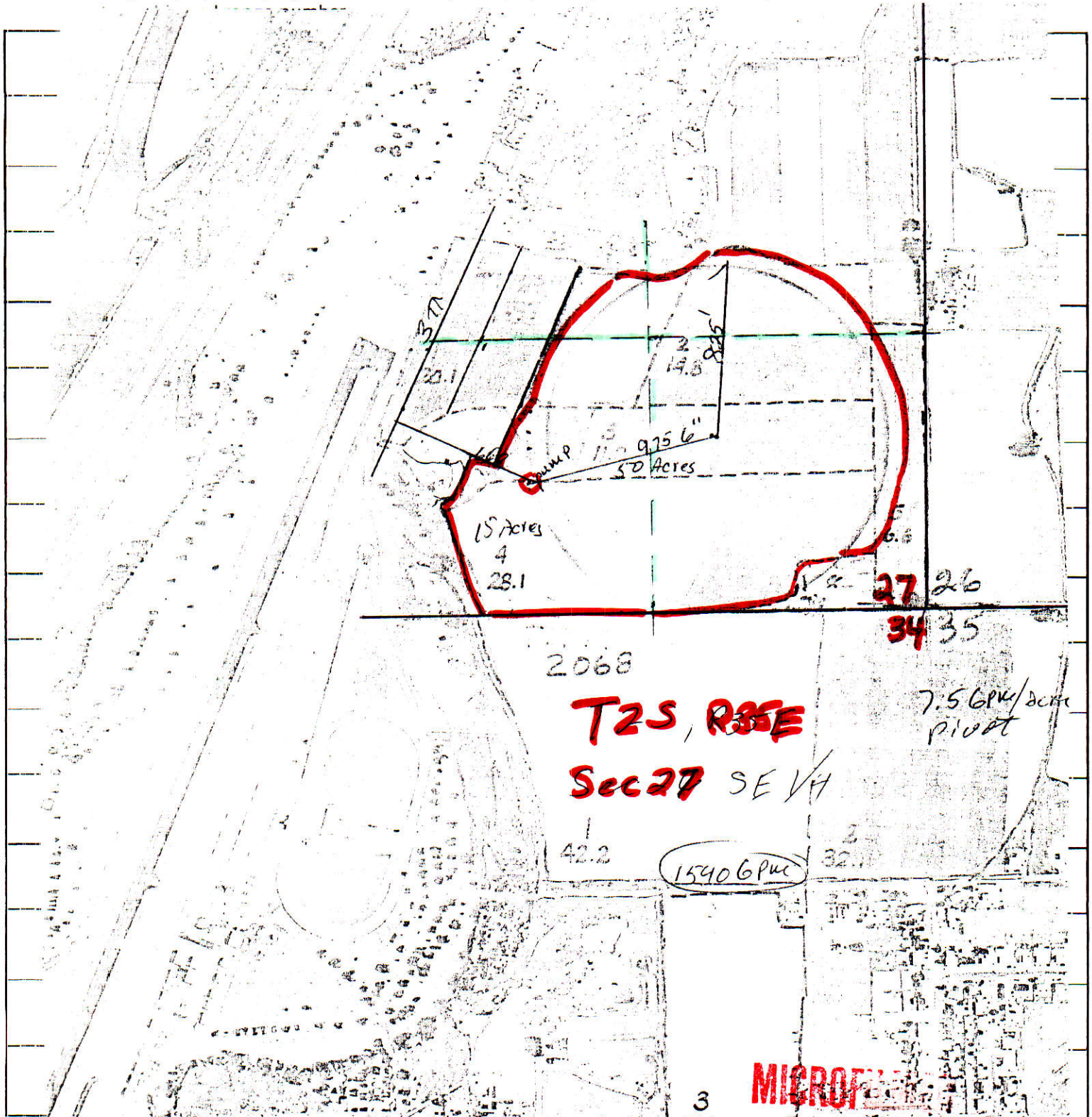


Roger Olsen to Bill Pope
 Scale 1" = 100'

LINE	BEARING	DISTANCE
14	S 82° 28' 16" W	62.98
15	S 61° 08' 16" W	91.50
16	S 55° 33' 50" W	43.50

Permit
27-7482

13. Map of proposed project: show clearly the proposed point of diversion, place of use, section number,

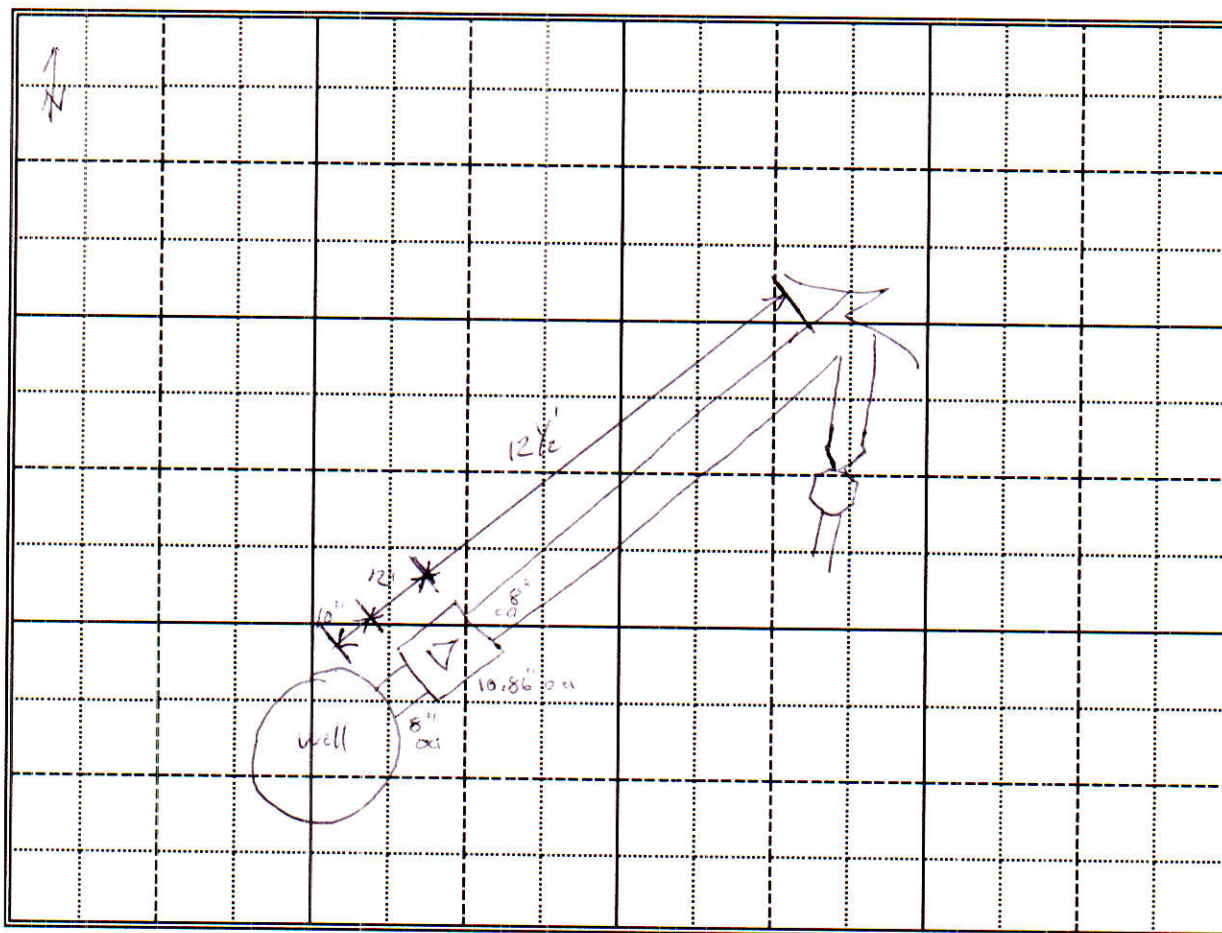


Scale: 2 inches equal 1 mile.

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.

J. Roger Olsen
(Applicant)
Robert W. Olsen

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



Scale: 1" = _____

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

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

____ Photo of Diversion and System Attached

4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
	US Electric	50	624/1507R335R083R-9	Ventiline	

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

D. FLOW MEASUREMENTS

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date
Ultrasonic flowmeter		Polysonic	ISTT-P			-

2. Measurements: Q = 1.27 cfs

MICROFILM

JUL 31 1998

HA
21

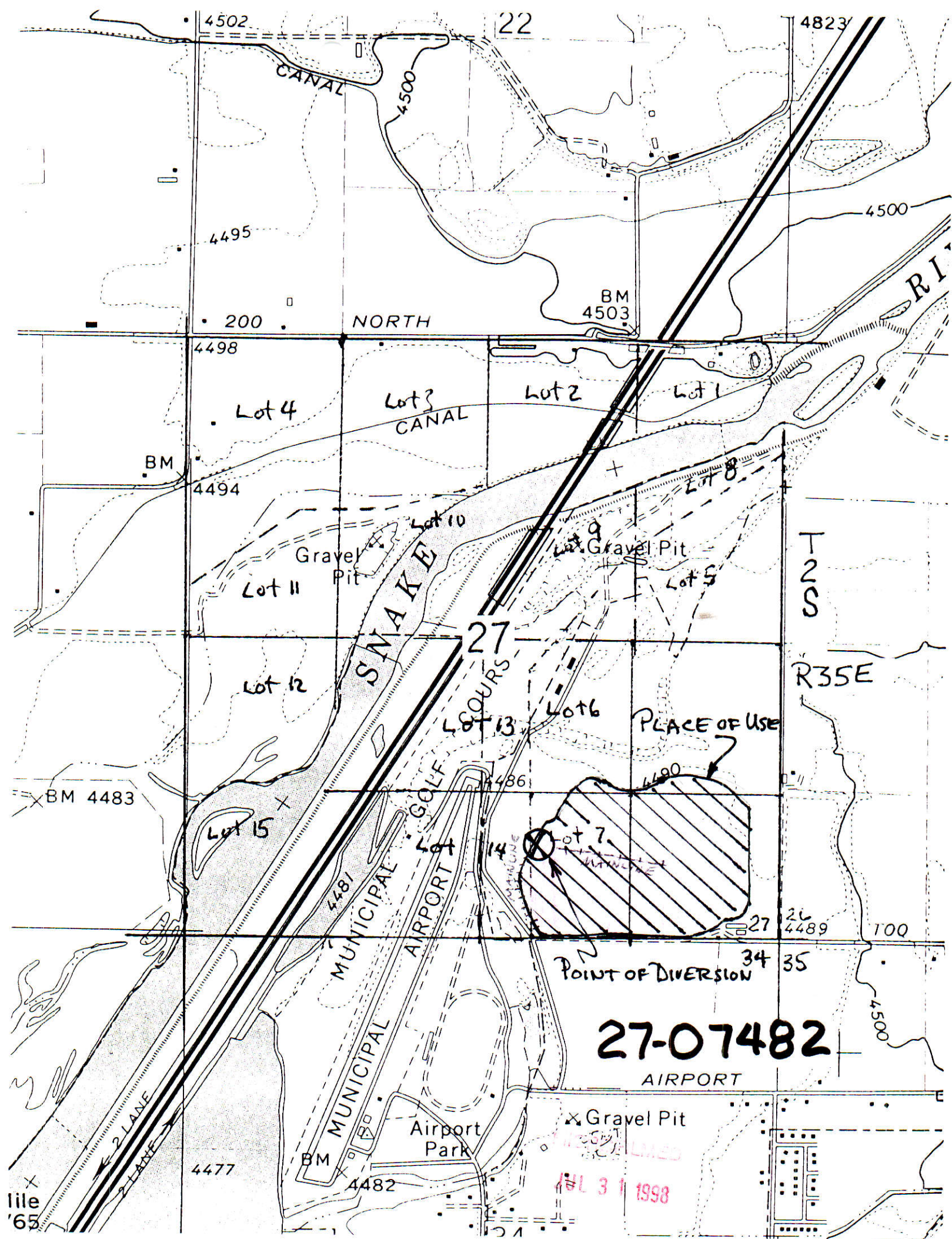
27	26
34	35

~~HEL
4
7.0~~



~~HEL
4
7.0~~

NHEL
24.2



MAINLINE TO
HAND LINES



POINT OF
DIVERSION

MAINLINE TO CENTER
PIVOT

27-07482

JUL 31 1998

JUL 16 1997

Department of Water Resources
SHIP Eastern Region

1.	Water Right No(s).:	27-07482	RECEIVED
	Adjudication Claim No(s).:		JUL 28 1997
2.	The following REQUIRED information must be submitted with this form:		Department of Water Resources
	A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION. AND B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.) OR C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.		
3.	Name and Address of Former Owner/Claimant	<u>Eastern Idaho Agricultural Credit Association</u> <u>P.O. Box 985, Blackfoot, Idaho 83221</u>	
4.	New Owner/Claimant(s)	<u>Robert W. Olsen and Lynn D. Olsen</u>	
	New Mailing Address	Name Connector (Check one): ☐ and, ☐ or, ☐ and/or <u>21 East 100 North</u>	
	City, State and ZIP Code	<u>Blackfoot, Idaho 83221</u>	
	New Telephone Number	<u>(208) 785-0467</u>	
5.	Date you acquired the property	<u>Loan Date 3/11/96</u>	
6.	If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.		
	Number of acres you irrigate	<u>65</u>	Number and type of stock <u> </u>
	Diversion rate in CFS	<u>1.27</u>	Number of homes <u> </u> Other uses <u> </u>
	If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.		
7.	Signature of New Owner or Claimant(s)	<u>Robert W. Olsen</u> <u>Lynne Olsen</u> <u>Lynn D. Olsen</u> <u>Robert W. Olsen</u>	
	(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)		
8.	For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..		

MICROFILMED

JUL 31 1998

INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. Section 42-248 requires certain property holders to notify the Department of Water Resources (IDWR) of any change in mailing address or ownership of all or part of a water right record on file with IDWR. Section 42-1409(6) provides that new property owners must notify IDWR of any change in ownership of a water right during an adjudication of water rights. Required claims may be filed by a new owner.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. Please contact your nearest IDWR office, or call 1-800-451-4129, if you would like more information or need help completing this form. Please attach additional sheets to the form if you require additional space to describe or explain any of the items on the form.

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). Please enter these number(s) at Item 1. If you or the seller believes there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.

2. The information described at Item 2 is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. Do not obtain a new survey for purposes of this form before contacting IDWR.

3. Please provide the name and address of the former owner of the water right and/or adjudication claim at Item 3.

4. The name, mailing address, and telephone number of the new owner(s) is entered at Item 4. Please indicate the relationship between multiple owners by using the connector 'and', 'or', or 'and/or'. If an 'and' is used, all parties must sign this form. If an 'and/or' or 'or' is used, all parties may sign. However, only one of the named parties is required to sign.

5. At Item 5, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.

6. You may be purchasing only a portion of the total water right held by the seller. This means the water right held by the seller may be "split" to provide your share of the right in question. Be sure to include a description of the portion of the water right you have purchased at Item 6.

Please provide as much detail as possible concerning your water right: include the number of homes, irrigated acreage if more than 1/2 acre is irrigated, type and number of stock if your right is for stockwater, etc. In the absence of information to the contrary, IDWR will assume the intent is to split the rights proportionately.

7. The new owner(s) must sign the form in the space(s) provided at Item 7. Corporations and other organizations must submit a list of directors or officers demonstrating the authority of the director or officer to sign the form.

8. There is no filing fee. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

IDWR Western Region, 2735 Airport Way, Boise, ID 83705-5082 (208) 334-2190
IDWR Southern Region, 1341 Fillmore St. N., Twin Falls, ID 83301-3380 (208) 736-3033
IDWR Northern Region, 1910 Northwest Blvd., Suite 210, Coeur d'Alene, ID 83814-2615 (208) 769-1450
IDWR Eastern Region, 900 N. Skyline Dr., Suite A, Idaho Falls, ID 83402-1718 (208) 525-7161

RECEIVED

8661 1 3 100



POLICY OF TITLE INSURANCE



ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material:
(a) arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or
(b) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance;
8. Any assessments for street improvements under construction or completed at Date of Policy which now have gained or hereafter may gain priority over the insured mortgage; or
9. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

First American Title Insurance Company

BY *Parker S. Kennedy*

PRESIDENT

COUNTERSIGNED
FIRST AMERICAN TITLE COMPANY

ATTEST *Mark R. Aronson*

SECRETARY

BY *[Signature]*
TITLE OFFICER

CW - 396631

JUL 31 1998

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent

insurance is a condition herein as to assessments for street improvements under construction or completed at Date of Policy); or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITIONS OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A. The term "insured" also includes:

(i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);

(ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;

(iii) the parties designated in Section 2(a) of these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless required by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS OR TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the

9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. However, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of the insurance afforded under this policy except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.

(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the amount of insurance stated in Schedule A.

(c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company except as provided in Section 2(a) of these Conditions and Stipulations.

10. LIABILITY NONCUMULATIVE.

If the insured acquires title to the estate or interest in satisfaction of the indebtedness secured by the insured mortgage, or any part thereof, it is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy.

11. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) **The Company's Right of Subrogation.**
Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected

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2. CONTINUATION OF INSURANCE.

(a) **After Acquisition of Title.** The coverage of this policy shall continue in force as of Date of Policy in favor of (i) an insured who acquires all or any part of the estate or interest in the land by foreclosure, trustee sale, conveyance in lieu of foreclosure or other legal manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.

(b) **After Conveyance of Title.** The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

(c) **Amount of Insurance.** The amount of insurance after the acquisition or after the conveyance shall in neither event exceed the least of:

- (i) The amount of insurance stated in Schedule A;
- (ii) the amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or
- (iii) the amount paid by any governmental agency or governmental instrumentality, if the agency or instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) **Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations,** the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary

(a) To Pay or tender payment of the amount of insurance or to Purchase the indebtedness.

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of either of the options provided for in paragraphs a(i) or (ii), all liability and obligations to the insured under this policy, other than to make the payment required in those paragraphs, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2(c) of these Conditions and Stipulations;

(ii) the amount of unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the insured has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit, without the prior written consent of the Company.

(d) The Company shall not be liable for:

(i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or

(ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

(b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by the insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of the insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(c) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guarantees, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of the insured mortgage by an obligor (except an obligor described in Section 1(a)(ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1(a)(ii) of these Conditions and Stipulations.

13. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The laws of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. SEVERABILITY.

In the event any provision of this policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

16. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at 114 East Fifth Street, Santa Ana, California 92701, or to the office which issued this policy.

JUL 31 1998

SCHEDULE A

Order No. 35131

Policy No. CW 1396691

Amount of Insurance \$165,740.00

Premium \$40.00

Date of Policy: March 11, 1996, at 4:30 p.m.

1. Name of Insured:

EASTERN IDAHO AGRICULTURAL CREDIT ASSOCIATION

2. The estate or interest in the land which is encumbered by the insured mortgage is:

A FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

ROBERT W. OLSEN and LUANNE OLSEN, husband and wife; and LYNN D. OLSEN and ROZLA W. OLSEN, husband and wife

4. The insured mortgage and assignments thereof, if any, are described as follows:

Real Estate Mortgage dated February 2, 1996, to secure an indebtedness in the principal sum of \$165,740.00

Recorded: March 11, 1996, Instrument No. 442136

Mortgagor: Robert W. Olsen and Luanne Olsen, husband and wife; and
Lynn D. Olsen and Rozla W. Olsen, husband and wife

Mortgagee: Eastern Idaho Agricultural Credit Association

5. The land referred to in this policy is described as follows:

TRACT 1:

Part of the E½ of Section 27, Township 2 South, Range 35 E.B.M., Bingham County, Idaho, described as:

Beginning at the SE corner of said Section 27 and running thence N. 00°17'53" E. 2676.96 feet along the section line to the E¼ corner of said Section 27; thence N. 00°17'53" E. 1386.00 feet to a meander corner; thence S. 59°21'00" W. 64.13 feet along the meander line; thence S. 00°17'53" W. 2286.86 feet; thence S. 88°20'16" W. 566.03 feet to an angle point along a ditch; thence N. 65°59'00" W. 304.22 feet along said ditch; thence S. 80°39'05" W. 103.27 feet to the back lot line of Block 4 Rolling Green Acres Subdivision point being on a curve; thence Southwesterly 369.55 feet along said curve concave to the NW having a radius 250.0 feet, Delta Angle 84°41'44", Chord Bearing S. 59°14'44" W. 336.81 feet to a point on the back line of Lot 8, Block 4 of said Subdivision; thence N. 79°02'46" W. 956.54 feet along said back line of Block 4 to the Easterly line of Teeples Drive; thence along the Easterly right of way line of a city street the following five (5) courses,

(Continued)

JUL 31 1998

SCHEDULE A

(Continued)

Order No. 35131

Policy No. CW 1396691

5. Legal description continued:

(1) S. 21°31'40" W. 99.86 feet; (2) Thence S. 21°44'00" W. 138.23 feet; (3) thence S. 23°58'28" W. 592.82 feet to a point on a curve; (4) thence Southerly 188.56 feet along said curve concave to the E. with a radius of 518.07 feet, Delta Angle 20°51'13", Chord Bearing S. 13°32'03" W. 187.52 feet; (5) thence S. 03°06'27" W. 10.59 feet to the NW corner of that certain land described as Instrument No. 341174 ; thence along said deed the following fourteen (14) courses (1) S. 71°25'05" E. 93.32 feet; (2) thence N. 40°41'53" E. 71.05 feet; (3) thence N. 55°33'50" E. 116.73 feet; (4) thence N. 61°08'16" E. 91.50 feet; (5) thence N. 82°28'16" E. 62.98 feet; (6) thence S. 89°03'10" E. 647.39 feet; (7) thence S. 21°35'36" W. 309.30 feet; (8) thence N. 89°34'13" W. 420.50 feet; (9) thence S. 53°14'57" W. 93.52 feet; (10) thence S. 50°16'26" W. 64.21 feet; (11) thence S. 57°22'42" W. 64.03 feet; (12) thence S. 72°54'01" W. 49.86 feet; (13) thence S. 12°14'08" E. 44.02 feet; (14) thence S. 12°21'53" E. 400.61 feet to a point on a curve on the Easterly right of way of said city street; thence Southeasterly 158.50 feet along said curve concave to the W. having a radius of 769.04 feet, Delta Angle 11°48'33", Chord Bearing S. 25°12'30" E. 158.22 feet to the S. line of said Section 27; thence S. 89°41'54" E. 2170.05 feet along the section line to the point of beginning.

EXCEPTING THEREFROM: Commencing at the SE section corner of Section 27, Township 2 South, Range 35 E.B.M., Bingham County, Idaho, thence N. 89°41'54" W. 885.97 feet along the S. line of Section 27; thence N. 70°08'06" E. 281.54 feet; thence N. 00°35'54" W. 62.68 feet; thence N. 56°57'06" E. 201.00 feet; thence N. 89°44'06" E. 215.50 feet; thence S. 01°13'06" W. 225.62 feet; thence S. 88°32'54" E. 233.53 feet; thence S. 12°17'54" E. 42.12 feet more or less to the Brass Cap of Section 27 and

ALSO EXCEPTING THEREFROM: Part of the SE¼ of Section 27, Township 2 South, Range 35 E.B.M., Bingham County, Idaho, described as:

Beginning at a point that is N. 89°41'54" W. 2106.65 feet along the Section line and N. 1016.14 feet from the SE corner of said Section 27 to the point of beginning; thence S. 89°03'10" E. 70.38 feet to the intersection with line bearing N. 23°58'28" E.; thence N. 23°58'28" E. 762.29 feet; thence N. 76°26'32" W. 143.05 feet; thence N. 68°26'32" W. 160.00 feet; thence S. 23°58'28" W. 944.30 feet; thence to an intersection with a previous survey line bearing N. 55°33'50" E. 43.50 feet; thence following the existing survey line bearing N. 61°08'16" E. 91.50 feet; thence N. 82°28'16" E. 62.98 feet; thence S. 89°03'10" E. 113.02 feet to the point of beginning.

(Continued)

JUL 31 1938

SCHEDULE A

(Continued)

Order No. 35131

Policy No. CW 1396691

5. Legal description continued:

TRACT 2:

Part of the SE¼ of Section 27, Township 2 South, Range 35 E.B.M., Bingham County, Idaho, described as:

Beginning at a point that is N. 89°41'54" W. 2106.65 feet along the section line and N. 724.00 feet from the SE corner of said Section 27 to the point of beginning; thence S. 89°34'13" E. 420.50 feet; thence N. 21°35'36" E. 309.30 feet; thence N. 89°03'10" W. 464.00 feet to a property line intersection; thence S. 23°58'28" W. 206.50 feet; thence S. 41°58'28" W. 136.90 feet; thence S. 20°45'47" W. 129.90 feet; to an intersection with previously described property line Bearing N. 57°22'42" E. 28.53 feet; thence N. 50°16'26" E. 64.21 feet; thence N. 53°14'57" E. 93.52 feet to the point of beginning.

RECORDED
JUL 31 1998

SCHEDULE B

Order No. 35131

Policy No. CW 1396691

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PART I

SECTION 1

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

RECEIVED

JUL 31 1998

SCHEDULE B

Order No. 35131

Policy No. CW 1396691

EXCEPTIONS FROM COVERAGE

PART I

SECTION 2

1. Taxes for 1996 are an accruing lien and not yet due or payable.
2. Power line easement granted to Idaho Power Company recorded in Book N of Miscellaneous, Page 355.
3. Power line easement granted to Idaho Power Company recorded as Instrument No. 132418.
4. Provisions in Notice of Sale to J. Roger Olsen and Sandra Olsen, husband and wife, recorded as Instrument No. 385838, substantially as follows: Together with the Grantees having the full right to rotate the pivot sprinkler system in its tracks around any structures which the seller retains full use and occupancy of. Further, all gravel roads will remain for use by both parties and their heirs and executors, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
5. Financing Statement covering sprinkler equipment.
Recorded: March 11, 1996, Instrument No. 442137
Debtor: Robert W. Olsen, Luanne Olsen, Lynn D. Olsen and Rozla W. Olsen
Secured Party: Eastern Idaho Agricultural Credit Association

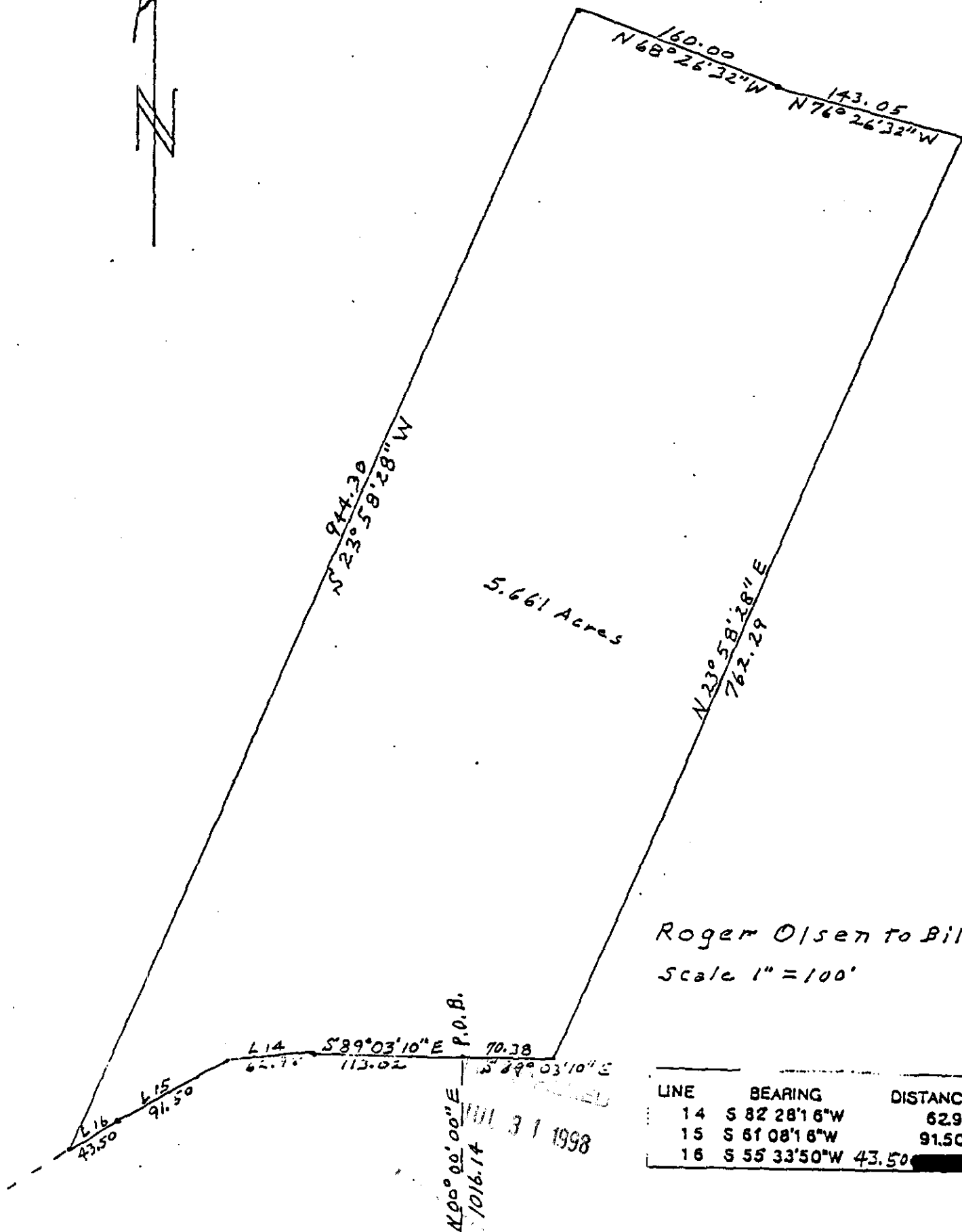
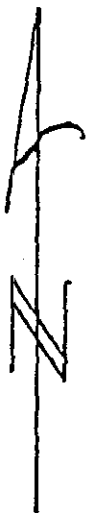
8 GS 4-3-96

END SCHEDULE B

RECEIVED

JUL 21 1993

THIS SKETCH IS MADE SOLELY FOR THE PURPOSE OF
 ASSISTING IN LOCATING THE PREMISES AND THE
 COMPANY ASSUMES NO LIABILITY FOR VARIATIONS
 IF ANY, WITH AN ACTUAL SURVEY.
 FIRST AMERICAN TITLE CO.



Roger Olsen to Bill Pope
 Scale 1" = 100'

LINE	BEARING	DISTANCE
14	S 82° 28' 16" W	62.98
15	S 81° 08' 16" W	91.50
16	S 55° 33' 50" W	43.50

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 27-07482

Priority: September 25, 1989 Maximum Diversion Rate: 1.27 CFS

This is to certify, that EASTERN IDAHO AGRICULTURAL CREDIT ASSN

PO BOX 985

BLACKFOOT ID 83221

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated September 25, 1989; and has submitted Proof of Beneficial Use on January 23, 1991. An examination indicates that the works have a diversion capacity of 1.270 cfs of water from a GROUNDWATER source, and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	04/01 to 10/31	1.27 CFS	
<u>LOCATION OF POINT(S) OF DIVERSION:</u>		SWSE , Sec. 27, Township 02S, Range 35E BINGHAM County	

PLACE OF USE: IRRIGATION

<u>TWN RGE SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
02S 35E 27	NESE 7	NWSE 3	Lot 7(SWSE) 25	
	SESE 30			65

Total number of acres irrigated: 65

CONDITIONS OF APPROVAL AND REMARKS

1. This water right is appurtenant to the described place of use.
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. The use of water under this right shall not give rise to any claim against the holder of a senior water right based upon the theories of forfeiture, abandonment, adverse possession, waiver, equitable estoppel, estoppel by laches or customary preference.
5. The Director retains jurisdiction of the right to incorporate the use into a water district, require streamflow augmentation or other action needed to protect prior surface water and groundwater rights.
6. This right when combined with all other rights shall provide no more than 4.0 afa per acre for the lands above.
7. 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.

RECORDED

JUL 31 1998

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

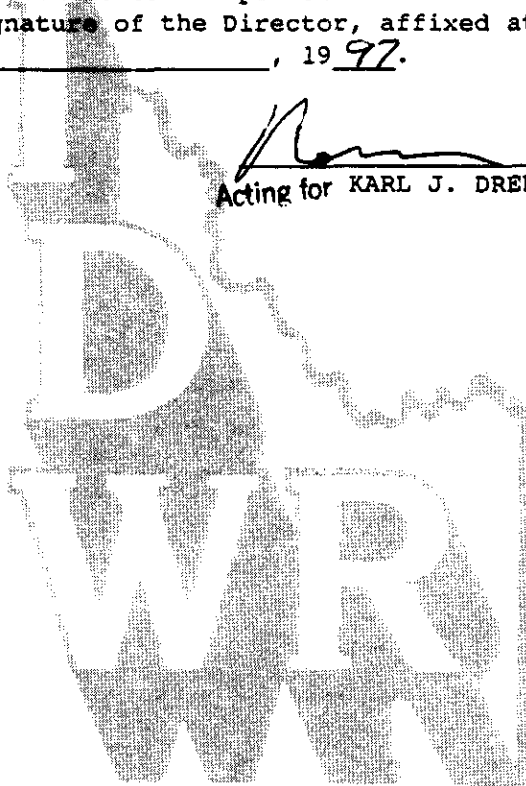
WATER RIGHT NO. 27-07482

CONDITIONS OF APPROVAL AND REMARKS

8. This right shall not be used if the surface water right(s) appurtenant to the place of use is sold, transferred, leased or used on any other place of use.
9. This right when combined with all other rights shall provide no more than .02 cfs per acre nor exceed a combined annual diversion volume of 260.0 af 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 30th day of JUNE, 1997.


Acting for KARL J. DREHER, Director



RECEIVED
JUL 31 1998

WATER RIGHT SUMMARY

<u>ACTION</u>	<u>RIGHT NO.</u>	<u>NAME</u>	<u>AMOUNT CFS</u>
~~ORIGINAL APPLICATION~~	~~27-07482~~	~~Olsen, J. Reger~~	~~1.32~~
~~FULL ASSIGNMENT~~	~~27-07482~~	~~Olsen, Robert W.~~ ~~Olsen, Luanne~~ ~~Olsen, Lynn D.~~ ~~Olsen, Rozla W.~~	~~1.32~~
FULL ASSIGNMENT	27-07482	Eastern Idaho Agricultural Credit Assoc.	1.32

3/13/97

110000-111711

MAR 23 1997

State of Idaho
Department of Water Resources

RECEIVED

FEB 24 1997

ASSIGNMENT OF PERMIT

Department of Water Resources

WE XX, Robert W. Olsen and Luanne Olsen, H & W; and
Lynn D. Olsen and Rozla W. Olsen, H & W, hereby assign to EASTERN IDAHO AGRICULTURAL CREDIT ASSOC.
of PO BOX 985, Blackfoot, Idaho 83221

Address

All my right, title, and interest in and to Permit No. 27-07482
to appropriate the public waters of the State of Idaho.

The following described portion of my right, title, and interest in and
to Permit No. 27-07482 to appropriate the public waters of
the State of Idaho. (Describe that portion of the permit being
assigned by listing the acreage within each 40 acre subdivision, the
point of diversion and the amount of water in cubic feet per second for
direct diversion, or acre feet for storage)

Township 2 South, Range 35 ERM.
Section 27: NESE; NWSE; SWSE; SESE.

Made this 6th day of March, 19 96.

Robert W. Olsen

Permit Holder

Lynn D. Olsen

Permit Holder

Luanne Olsen

Spouse of Permit Holder

Rozla W. Olsen

Spouse of Permit Holder

State of Idaho

County of Bingham)

ss

On this 20th day of February, 19 97, personally appeared before
me the signer(s) of the above instrument, who duly acknowledged to me that
he (she) (they) executed the same.

Andrea L. Pilster

Notary Public residing at

Blackfoot, Idaho

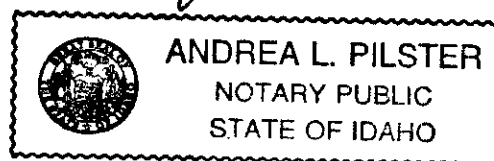
s e a l

My commission expires:

10-30-2002

RECORDED

MAR 25 1997



Blackfoot, Idaho
Commission Expires 10-30-2002



**Eastern Idaho
Agricultural Credit Association**

Blackfoot Office
P.O. Box 985 - 188 W. Judicial
Blackfoot, Idaho 83221
Bus: 208/785-1510
Toll Free: 1-800-686-8910
Fax: 208/785-4451

February 20, 1997

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
1301 NORTH ORCHARD STREET
STATEHOUSE MAIL
BOISE, ID 83720-9000

RECEIVED

FEB 24 1997

Department of Water Resources

Dear Sir or Madam,

Please assign the enclosed Assignment of Permit to Eastern Idaho Agricultural Credit Association as indicated on the Assignment. A check for \$25.00 is also enclosed.

We would like receive verification back from you that this has been assigned as we have requested.

Thank you for your prompt attention to this matter.

Sincerely,

Andrea Pilster
Operations Assistant

MICROFILMED

MAR 25 1997

For Office Use Only
 \$25 Filing Fee
 Receipt# C035132
 Date 3/22/96

STATE OF IDAHO
 DEPARTMENT OF WATER RESOURCES
ASSIGNMENT OF PERMIT

RECEIVED

APR 19 1996

Department of Water Resources

I, J. ROGER OLSEN, hereby assign to Robert W & Luanne Olsen and
Lynn D & Rozla W Olsen
 of, 21 E 100 N and 140 N 150 W, Blackfoot
(Full Address) ID (Phone)

All my right, title, and interest in and to Permit No. 27-07482 to
 appropriate the public waters of the State of Idaho.

Q (for partial assignments)

The following described portion of my right, title, and interest in and to
 Permit No. _____ to appropriate the public waters of the State of
 Idaho. (Describe portion of the permit assigned listing the number of acres in each 40 acre
 subdivision, point of diversion location, and the amount of water in cubic feet per second.)

Made this 29th day of March, 1996.

J. Roger Olsen
 Permit Holder

State of Idaho)
 County of Madison) ss

On this 29th day of March, 1996, personally appeared before me the signer(s) of the
 above instrument, who duly acknowledged to me that he (she) (they) executed the same.

seal

Pat Mullin
 Notary Public residing at
Ruby

My commission expires: 1-24-2001

APR 29 1996

RECEIVED

MAR 22 1996

State of Idaho

Department of Water Resources

Department of Water Resources

ASSIGNMENT OF PERMIT

WE, J. Roger Olsen and Sandra, ^{Ann Olsen, H&W} hereby assign to Robert W. Olsen and Luanne Olsen, H&W; and
Lynn D. Olsen and Rozla W. Olsen, H&W
of 21 E 100 N, Blackfoot, Idaho; and 140 N 150 W Blackfoot, Idaho
Address

All my right, title, and interest in and to Permit No. 27-07482
to appropriate the public waters of the State of Idaho.

The following described portion of my right, title, and interest in and
to Permit No. 27-07482 to appropriate the public waters of
the State of Idaho. (Describe that portion of the permit being
assigned by listing the acreage within each 40 acre subdivision, the
point of diversion and the amount of water in cubic feet per second for
direct diversion, or acre feet for storage)

8 acres in NESE Sec. 27, T2S, R35E; 2 acres in NWSE Sec. 27, T2s, R35E;
23 acres in SWSE Sec. 27, T2S, R35E; 33 acres in SESE Sec. 27, T2S, R35E.

Made this 6 day of March, 1996.

Robert W. Olsen
Permit Holder

Luanne Olsen
Spouse of Permit Holder

Rozla W. Olsen

State of Idaho)

ss

County of Bingham)

On this 6th day of March, 1996, personally appeared before
me the signer(s) of the above instrument, who duly acknowledged to me that
he (she) (they) executed the same.

[Signature]
Notary Public residing at

Blackfoot, ID

s e a l

My commission expires:

5-28-96

APR 23 1996

RECEIVED
JAN 23 1991

STATE OF IDAHO

For Office Use Only
Amt. of Fee \$ 125.00
Date 1-23-91
Receipt No. C019482
Received by 76

DEPARTMENT OF WATER RESOURCES

Department of Water Resources

PROOF OF BENEFICIAL USE

The Idaho Department of Water Resources will consider this form as a statement that the permit holder(s) has/have completed all development that will occur under this permit and that water has been applied according to the provisions of the permit for the beneficial use(s) described below. This form must be accompanied by a license examination fee or a completed field examination report prepared by a certified water right examiner who has been appointed by the department.

1. Permit No. 27-07482 Telephone No. 785-1325

2. Name(s) of Permit Holder(s): J. Roger Olson

3. Post Office Address: SE E. 100 N. Blackfoot ID. 83221

4. Source of Water: Ground Water

a. If ground water, well driller's name: Lamar Barnes Date drilled: March 1990

b. Pump horsepower: 50 Pressure (psi): _____ Dynamic pumping level (ft.): 40 ft

5. Extent of Use:

Domestic _____ (No. of households) Irrigation 65 (No. of acres)

Stockwater _____ (No. and type of stock) Other _____

6. Total rate and/or volume for which proof is submitted 2 cfs _____ acre/feet

7. Refer to the approval conditions on your permit and respond accordingly:

Measuring device: Required? Yes No Installed? Yes No

OR
Flow Measurement Port: Required? X Yes No Installed? X Yes No

8. Fee Enclosed: \$ 125.00 (See License Examination Fee Schedule)

9. Person to contact to accompany the Department representative during the field examination:

Name J. Roger Olson Telephone No. 785-1325
Robert Olson 785 0961
40 W. Rich Lane { Blackfoot ID 83221
SE E 100 N Address

10. The above information is my true statement of the extent to which the above numbered permit has been developed and I relinquish any undeveloped portion of the permit to the state of Idaho.

1-22-91
Date

J. Roger Olson
Signature (and title if on behalf of a company or organization)

RECEIVED
SEP 27 1991

State of Idaho
Department of Water Resources

Permit To Appropriate Water

NO. 27-07482

Proposed Priority: September 25, 1989 Maximum Diversion Rate: 1.32 CFS

This is to certify, that J. ROGER OLSEN
21 E. 100 N.
BLACKFOOT, ID 83221

has applied for a permit to appropriate water from: **GROUNDWATER**
and a permit is **APPROVED** for development of water as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>
-----------------------	----------------------	--------------------------

IRRIGATION	03/15 to 11/15	1.32 CFS
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LOCATION OF POINT(S) OF DIVERSION: SWSE Sec. 27, Township 02S, Range 35E
BINGHAM County

PLACE OF USE: IRRIGATION

<u>TWN RGE SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
02S 35E 27	NESE 8	NWSE 2	SWSE 23	
	SESE 33			66

Total number of acres irrigated: 66

CONDITIONS/REMARKS:

1. Proof of construction of works and application of water to beneficial use shall be submitted on or before February 1, 1991.
2. Subject to all prior water rights.
3. The right to the use of water acquired under this permit shall not give rise to any right or claim against the holder of a senior right based upon the theories of forfeiture, abandonment, adverse possession, waiver, equitable estoppel, estoppel by laches or customary preference.
4. The Director retains jurisdiction of the permit and any license subsequently issued to incorporate the use into a water district, require streamflow augmentation or other action needed to protect prior surface water and groundwater rights.
5. Permit holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
6. Prior to the diversion of water under this permit a flow measurement port or other device as specified by the Department shall be installed to provide for the installation of measuring equipment and the determination of the rate of diversion by the Department.
7. 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.

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MAR 05 1990

State of Idaho
Department of Water Resources

Permit To Appropriate Water

NO. 27-07482

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code.
Witness the seal and signature of the Director, affixed at Boise, this

4th day of January, 1990.

R. Keith Higginson
for R. Keith Higginson, Director

MICROFILMED

MAY 15 1990

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of applicant J. Roger Olsen Phone 785-0467
Post office address 21 E. 100 N. Blackfoot, ID 83221

2. Source of water supply Groundwater which is a tributary of _____

3. Location of point of diversion is _____ $\frac{1}{4}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$, Govt. Lot _____
Sec. 27 Township 2S Range 35E B.M. Bingham County; additional
points of diversion if any: _____

4. Water will be used for the following purposes:

Amount 1.32 for Irrigation purposes from 3-15 to 11-15 (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

5. Total quantity to be appropriated is (a) 1.32 and/or (b) _____
cubic feet per second acre feet per annum

6. Proposed diverting works:

a. Description of ditches, flumes, pumps, headgates, etc. Well and pump to sprinklers

b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total
reservoir capacity _____ acre-feet; period of year when water will be diverted to storage:
_____ to _____ inclusive.

c. Proposed well diameter is 16 inches; proposed depth of well is 80 feet.

d. Is ground water with a temperature of greater than 90°F being sought? NO

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

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MAR 05 1990

8. Description of proposed uses (if irrigation only, go to item 9):

- a. Hydropower; show total feet of head and proposed capacity in KW. _____
- b. Stockwatering; list number and kind of livestock. _____
- c. Municipal; show name of municipality. _____
- d. Domestic; show number of households. _____
- e. Other; describe fully. _____

9. Description of place of use:

- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
2S	35E	27													8	2	23	33	66

Total number of acres to be irrigated 66

10. Describe any other water rights used for the same purposes as described above. Corbett Slough canal shares

11. a. Who owns the property at the point of diversion? Applicant
- b. Who owns the land to be irrigated or place of use? Applicant
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing. _____

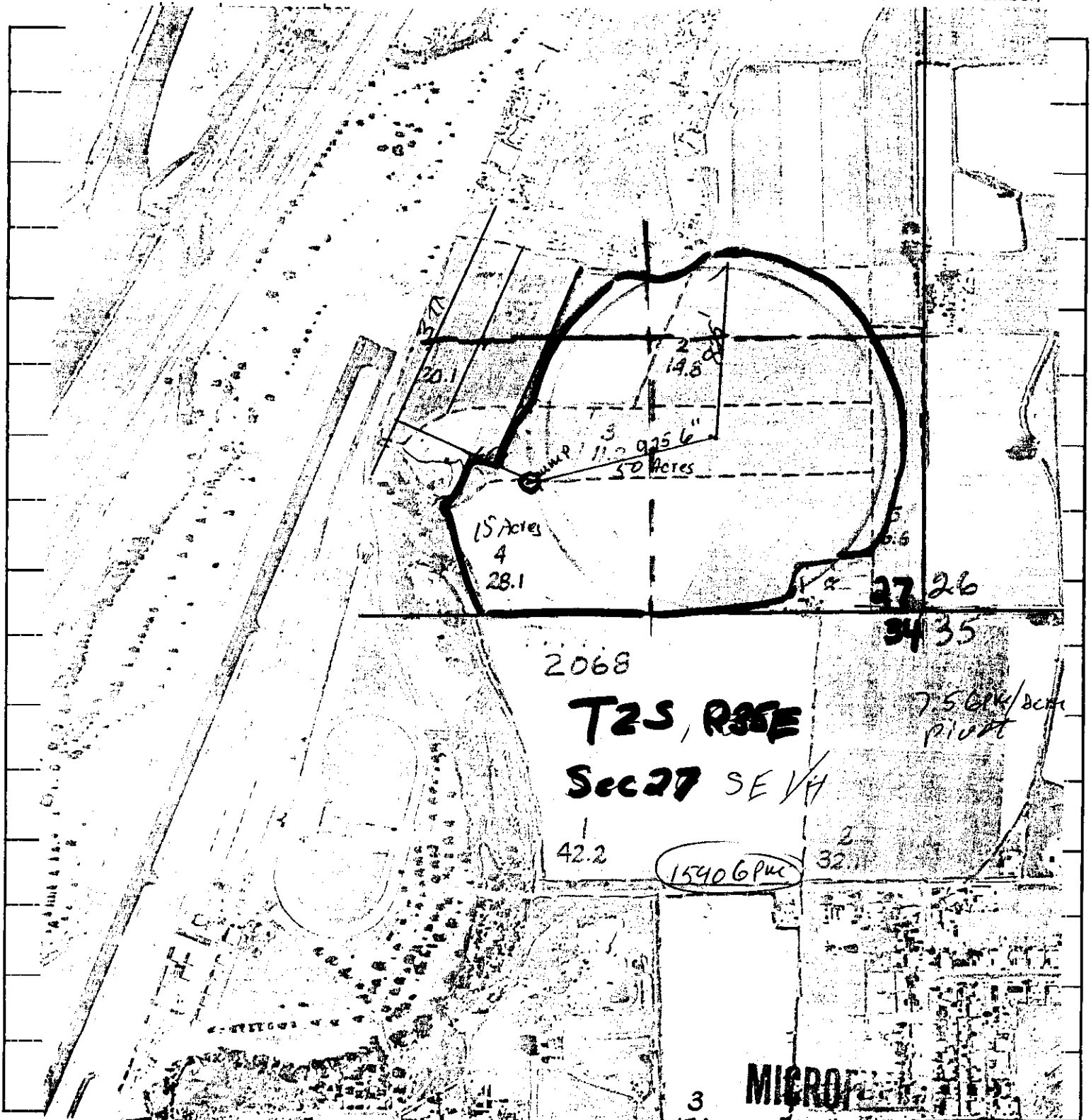
12. Remarks: _____

RECEIVED

MAR 02 1993

Permit
27-7482

13. Map of proposed project: show clearly the proposed point of diversion, place of use, section number,



Scale: 2 inches equal 1 mile.

MAR 05

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.

J. Roger Olson
(Applicant)
Robert W. Olson

Received by OW Date 9-25-89 Time 11:42 Preliminary check by _____
Fee \$ 65⁰⁰ Receipted by HLS # E010776 Date 9-25-89
Publication prepared by RB Date 11-16-23-89 Published in Morning News
Publication approved RB Date 12-7-89

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. _____, and said application is hereby _____.

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

- a. SUBJECT TO ALL PRIOR WATER RIGHTS.
- b. Proof of construction of works and application of water to beneficial use shall be submitted on or before _____, 19 ____.
- c. The rate of diversion, if water is to be used for irrigation under this permit, when combined with all other water rights for the same land shall not exceed 0.02 cubic feet per second for each acre of land.
- d. The water right acquired under this permit if for hydropower purposes shall be junior and subordinate to all rights to the use of water, other than hydropower, within the State of Idaho that are initiated later in time than the priority of this permit and shall not give rise to any right or claim against any future rights to the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this permit.
- e. Other:

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MAR 05 1990

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned both individually and jointly as husband and wife has made, constituted and appointed, and by these presents does make, constitute and appoint ROBERT W. OLSEN, Social Security Number 518-70-8019 of Route 6 Box 360, Blackfoot, Idaho the true and lawful attorney of the undersigned for and in the name, place and stead of the undersigned. (The terms "my" and "me" as hereinafter used shall apply to both of the undersigned.)

For my use and benefit, to ask, demand, sue for, recover, collect and receive all such sums of money, debts, dues, accounts, legacies, bequests, interests, dividends, annuities and demands whatsoever as are now, or shall hereafter become, due, owing, payable or belonging to me, and have, use and take all lawful ways and means in my name or otherwise for the recovery thereof, by attachments, arrests, distress or otherwise, and to compromise and agree for the same, and acquittances, or other sufficient discharges for the same, for me, and in my name, to make, seal and deliver; to bargain, contract, agree for, purchase, receive and take all lands and all deeds and other assurances, in the law therefor, and to lease, let, demise, bargain, sell, remise, release, convey, mortgage and hypothecate lands, tenements and hereditaments including, but not limited to, the property as described in any attachment hereto, upon such terms and conditions, and under such covenants, as he shall deem fit. Also, to bargain and agree for, buy, sell, mortgage, hypothecate and in any and every way and manner deal in and with goods, wares and merchandise, choses in action and other property in possession or in action, and to make, do and perform

MICROFILMED

MAR 05 1990

all and every kind of business of whatsoever nature or kind, and also for me and in my name, and as my act and deed, to sign, seal, execute, deliver and acknowledge such deeds, leases and assignment of leases, covenants, indentures, agreements, mortgages, hypothecations, bottomries, charter-parties, bills of lading, bills, bonds, notes, receipts, evidences of debts, releases and satisfaction of mortgages, judgments and other debts, and such other instruments in writing of whatever kind and nature as may be necessary or proper in the premises.

Also to sign and deliver checks, drafts or other orders for the payment of money upon any bank, including checks, drafts, or orders drawn to, or for the account of my said attorney personally, and to draw money thereon; to settle and adjust my accounts with any bank.

Giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might or could do if personally present, hereby ratifying and confirming all that my said attorney, shall lawfully do or cause to be done by virtue of these presents.

This Power of Attorney shall not be affected by the disability of either or both of its principals, John Roger Olsen or his wife, Sandra Ann Olsen. It is my intent that the authority conferred hereby shall be exercisable notwithstanding my disability or incompetency.

I hereby revoke and nullify all prior Powers of Attorney granted by me.

This Power of Attorney shall be in full force and effect on the date hereof and will remain so until revoked in writing. The revocation in writing of one of the undersigned shall not affect the Power of Attorney for the other.

MICROFILMED

MAR 05 1990

Robert W. Olsen shall provide the undersigned with an accounting of all transactions which he, pursuant to this General Power of Attorney shall perform on an annual basis, commencing one year from the date hereof, provided that the accounting may be given at any other time agreeable with the undersigned and Robert W. Olsen.

WITNESS my hand this 29 day of October, 1981.

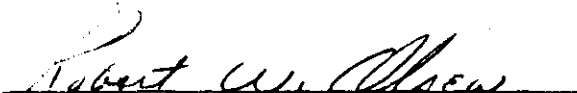

JOHN ROGER OLSEN
Social Security No. 518-70-8065


SANDRA ANN OLSEN
Social Security No. 530-46-6888

ACCEPTANCE

I, ROBERT W. OLSEN, hereby accept all the rights, powers, authority, duties, terms, conditions, and presents as are set forth above in the General Power of Attorney.

DATED this 29 day of October, 1981.


ROBERT W. OLSEN

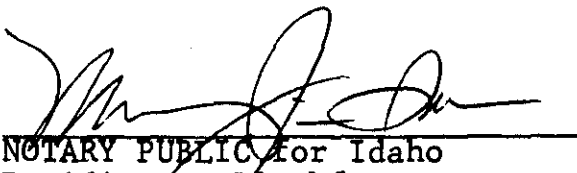
STATE OF IDAHO)
 : ss.
County of Bingham)

On this 29 day of Oct, 1981, before me, the undersigned, a Notary Public in and for said state, personally appeared JOHN ROGER OLSEN, SANDRA ANN OLSEN and ROBERT W. OLSEN, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



MAR 6 1990


NOTARY PUBLIC for Idaho
Residing at Blackfoot
My Commission: LIFE

35-08153

CHURCH OF JESUS CHRIST OF
LATTER DAY SAINTS
Thomas Fourth Ward
Rt. 5, Box 354
Blackfoot, Id. 83221
Source: GROUNDWATER
Diversions Pt: SESE, Sec. 6, T. 03S, R. 34
Use: IRRIGATION (.400 CFS).
Date Filed: 5/25/1983.
In: T03S, R34E, S06, SESE.
20.0 ACRES TOTAL.

NOTICE OF APPLICATION FOR WATER RIGHT

The following application(s) have been filed
to appropriate the public waters of the State of
Idaho:

27-07356

GROVER, Lavar
GROVER, Boyd
Rt. 1, Box 396
Shelley, Id. 83274
Source: GROUNDWATER
Diversions Pt: NWSE, Sec. 31, T. 01N, R.
37E.
Use: IRRIGATION (.660 CFS); COMMER-
CIAL (.020 CFS); DOMESTIC (.110 CFS).
Date Filed: 5/31/1983.
In: T01N, R37E, S31, SWNE, NESE.
33.0 ACRES TOTAL.

27-07383

WERNETTE, Florian
494 N. 600 E.
Firth, Id. 83236
Source: GROUNDWATER
Diversions Pt: SWNW, Sec. 12, T. 02S, R.
36E; SENW, Sec. 12, T. 02S, R. 36E.
Use: IRRIGATION (3.600 CFS).
Date Filed: 10/27/1983.
In: T02S, R36E, S11, SENE, S12, NWNE,
SWNE, NENW, NWNW, SWNW, SENW,
NESW, NWSW.
182.0 ACRES TOTAL.

27-07422

PETERSON, Woodrow
PETERSON, Dee
691 E. 600 N.
Firth, Id. 83236
Source: GROUNDWATER
Diversions Pt: LOT 2 (NWNE), Sec. 6, T.
02S, R. 37E; NWSE, Sec. 6, T. 02S, R. 37E.
Use: IRRIGATION (.700 CFS).
Date Filed: 7/30/1986.
In: T02S, R37E, S06, NENE, NWNE,
SWNE.
35.0 ACRES TOTAL.

27-07426

OLESON, George
Box 317 East Rich Lane
Blackfoot, Idaho 832210000
Source: GROUNDWATER
Diversions Pt: NWSW, Sec. 3, T. 03S, R.
36E.
Use: IRRIGATION (.150 CFS).
Date Filed: 6/26/1985.
In: T03S, R36E, S03, NWSW; S04, NESE.
7.0 ACRES TOTAL.

27-07482

OLSEN, J. Roger
21 E. 100 N.
Blackfoot, Idaho 83221
Source: GROUNDWATER
Diversions Pt: SWSE, Sec. 27, T. 02S, R.
35E.
Use: IRRIGATION (1.320 CFS).
Date Filed: 9/25/1989.
In: T02S, R35E, S27, NESE, NWSE, SWSE,
SESE.
66.0 ACRES TOTAL.

35-08106

PETERSON, Harold E.
PETERSON, Ruth
Rt. 5, Box 353
Blackfoot, Id. 83221
Source: GROUNDWATER
Diversions Pt: SWNE, Sec. 8, T. 03S, R.
34E.
Use: IRRIGATION (.200 CFS); DOMESTIC
(.040 CFS).
Date Filed: 2/25/1983.
In: T03S, R34E, S08, SWNE.
10.0 ACRES TOTAL.

RECEIVED

DEC 04 1989

Department of Water Resources
Eastern District Office

AFFIDAVIT of PUBLICATION

County of Bingham)

State of Idaho) ss

I, Ted Townsend do

solemnly

swear that I am the Publisher of
The Morning News which is a daily newspaper of
general circulation published each day except Sunday
at Blackfoot, Bingham County, Idaho, said newspaper
having been so published at Blackfoot, aforesaid for
more than one year past; that said newspaper
heretofore complied with all the provisions of Chapter
154 of the Sessions Laws of Idaho of 1933, approved
March 11, 1933, and duly designated, pursuant to law,
a particular day of the week as the day on which legal
notices required by law or by the order of any Court of
competent jurisdiction within the State of
Idaho shall be published to-wit: of each week; that the
notice attached hereto and which is a part of this af-
fidavit and part of the proof of publication was
published in said issue or said

newspaper two consecutive weeks,

the first publication having been made on the

16th day of November, 19 89;and the last publication having been made on the
23rd day of November, 19 89;

that said notice was published in the regular and entire
issue of every number of the paper as aforesaid during
the period and time of publication, and that notice was
published in the newspaper and not in a supplement.

On this 29th day of November, in
the year 19 89 before me a Notary Public of said State,
personally appeared

Ted Townsend
known or identified to me to be the person whose
name is subscribed to the within instrument, and being
by me first duly sworn, declared that the statements
therein are true, and acknowledged to me that he ex-
ecuted the same.

Ray A. Rusten
Notary Public for the State of Idaho,
Residing at Blackfoot, Idaho.
My commission expires
November 10, 1994

Affidavit Processing Fee..... \$5.00

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MAR 05 1990



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

July 29, 1998

ROBERT W OLSEN
LUANNE OLSEN
LYNN D OLSEN
ROZLA OLSEN
21 E 100 N
BLACKFOOT ID 83221

RE: WATER RIGHT 27-07482

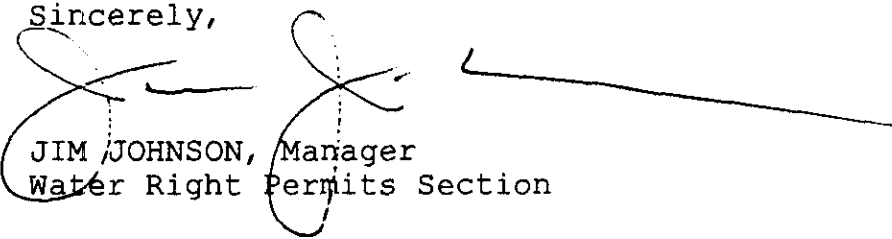
Dear Water Right Holder(s):

The Department is in receipt of the correspondence changing ownership of the above referenced water right to you. We have modified our records to reflect this change in ownership and a computer generated report is enclosed.

Just a reminder, because of a law that went into effect July 1, 1996, all water right owners are required to report change of address or ownership to the department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee to the water right owner. If you have other water rights that haven't had the ownership updated please contact the department as soon as possible.

If you have any questions regarding this matter, please feel free to contact me at (208) 327-7947.

Sincerely,



JIM JOHNSON, Manager
Water Right Permits Section

JJ:klt

Enclosure

MICROFILMED

JUL 31 1998



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. BOX 83720, Boise, Idaho 83720-0098

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

July 1, 1997

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

EASTERN IDAHO AGRICULTURAL CREDIT ASSN
PO BOX 985
BLACKFOOT ID 83221

RE: WATER RIGHT NO. 27-07482

Dear Water Right Holder(s):

The Department of Water Resources (the Department) has issued the enclosed license confirming that a water right has been established in accordance with the permit referenced above. The license 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 unless a party petitions for reconsideration or files an exception and/or brief 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 twenty-one (21) 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. Otherwise, this preliminary order will become a final order of the Department.

If any party appeals or takes exceptions to this preliminary order, opposing parties shall have twenty-one (21) days to respond to any party's appeal. Written briefs in support of or taking exceptions to the preliminary order shall be filed with the Department. The Department retains the right to review the preliminary order on its own motion.

AM 7 11 1997

JUL 31 1998

ORAL ARGUMENT

If the Department grants a petition to review the preliminary order, the Department 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 Department will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Department 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 Department in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with Rules of Procedure 302 and 303.

FINAL ORDER

The Department 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 Department 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.

Sincerely,

A handwritten signature in cursive script that reads "Shelley W. Keen". The signature is written in dark ink and is positioned above the typed name.

Shelley W. Keen
Water Rights Supervisor

SK:klt

Enclosure

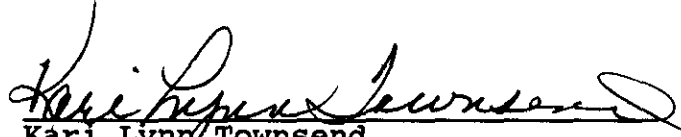
JUL 31 1998

CERTIFICATE OF MAILING

I hereby certify that on the 1st day of July, 1997, I mailed
a true and correct copy, postage prepaid, of the foregoing
PRELIMINARY ORDER (Approved License) to the person(s) listed below:

Water Right No. 27-07482

EASTERN IDAHO AGRICULTURAL CREDIT ASSN
PO BOX 985
BLACKFOOT ID 83221


Kari Lynn Townsend
Secretary

JUL 31 1998

MEMORANDUM

TO: File 27-07482

FROM: Sharla Curtis

DATE: June 30, 1997

RE: Recommendation Adjustment(s)

The final license recommendations for Permit No. 27-07482 are based on the following:

H. RECOMMENDATIONS

Irrigation	4/1 - 10/31	1.27 cfs	260.0 afa
------------	-------------	----------	-----------

Although the field report was not fully completed by the examiner, there is enough information in the report to issue a license.

The standard irrigation season for this area is 4/1 - 10/31.

Examiner: Keith Wilson
Exam Date: September 21, 1995

27-07482-120
JUL 31 1998

LICENSE REVIEW CHECKLIST

PERMIT NO. 27-07482

DATE 6/30/97

REVIEWER: SHARLA

NAME Change OK Address Change assigned to ETACA
 SOURCE Change OK Is change clarification of originally intended source? Yes
 POINT OF DIV Change OK If not, prepare Notice of Intent to Void Amendment required NO
 PLACE OF USE Change OK Amendment required NO

Does map agree with written description? Yes no

OVERLAPS P/D P/U

RATE OF DIV

Permitted Rate 1.32 cfs
 Fee limit 2.0 cfs \$12500
 Measured 1.27 cfs
 Theoretical 1.63 cfs @ 60 psi and 50' lift
 Recommended Total Div Rate 1.30 cfs

ANNUAL VOLUME/
 NATURE OF USES Use

Use

Volume Calculation

4/1-10/31 season

SUBTOTAL

Flow rate 1.30 cfs X 183 days X 1.98 = 550.9 af
 Total volume recommended 550.9 af
 (SUBTOTAL or Flow Rate, whichever is less)

65 x 3.5 = af
4 af
af
af
af
287.5 af
360.0

REMARKS

CONDITIONS Watermaster Control WD#

GW Measurement/Measuring Device

R30 Overlap

Use-specific conditions

Advancement of Priority Date Required yes no

SRBA Claim Filed N/A

Adjustment Memo blank season

1st Amend Letter N/A

2nd Amend Letter N/A

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

RECEIVED
MAY 5 - 1997
Department of Water Resources

A. GENERAL INFORMATION

Permit No. 27-7482

1. Owner: J. Roger Olsen

Phone No. 785-0467 (Roger Olsen)
785-1325 (John Olsen)

Current Address: 21 E 100 N Blackfoot Id 83221

2. Accompanied by: Robert Olsen

EXAM DATE: 9-21-95

Address: Same

Phone No. _____

Relationship to Permit Holder: _____

3. Source: GROUNDWATER

tributary to _____

B. OVERLAP REVIEW

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

2. Other water rights with the same point of diversion: _____

C. DIVERSION AND DELIVERY SYSTEM

1. Point(s) of Diversion:

Ident No.	Gov't Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks
	<u>7</u>		<u>SW</u>	<u>SE</u>	<u>27</u>	<u>72S</u>	<u>3SE</u>	<u>Bingham</u>	<u>ON SITE/AERIAL PHOTO/WCS MAP</u>

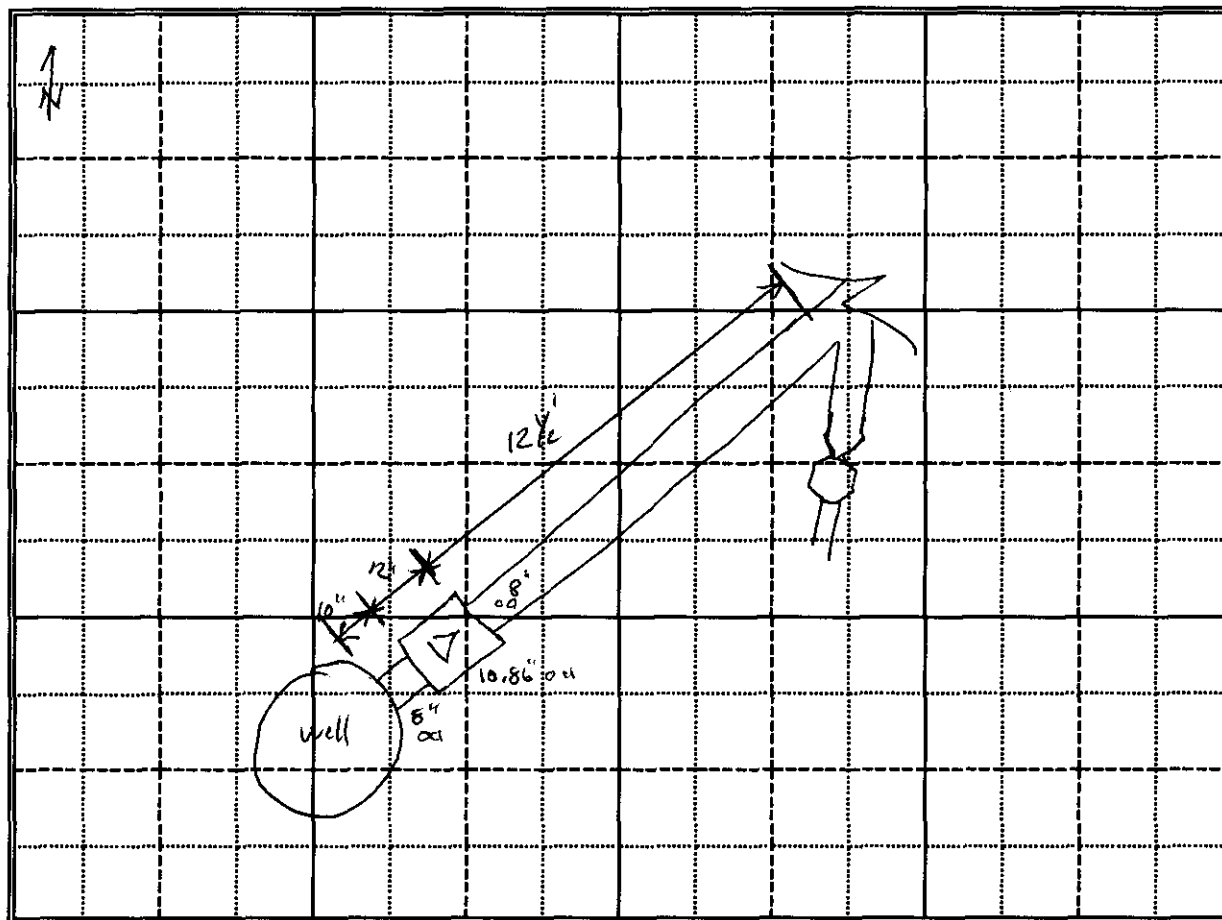
2. Place(s) of Use:

Indicate Method of Determination

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
<u>2S</u>	<u>3SE</u>	<u>27</u>													<u>7</u>	<u>3</u>	<u>25</u>	<u>30</u>	<u>65</u>
																	<u>L-7</u>		
																	<u>L-14</u>		

RECORDED
1997 3 1 1998

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



Scale: 1" = _____

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

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

____ Photo of Diversion and System Attached

4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
	U.S. Electric	50	6231/1507R335R083R-9	Vertiline	

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

D. FLOW MEASUREMENTS

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date
Ultrasonic flowmeter		Polysonic	ISTT-P			-

2. Measurements: Q = 1.27 cfs

APPROVED: _____
DATE: _____

E. NARRATIVE/REMARKS/COMMENTS

Well pump mainline to center pivot & handlines

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

APPROVED
JUL 31 1998

F. FLOW CALCULATIONS

_____ Additional Computation Sheets Attached

Measured Method:

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

 $V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) =$ _____ $V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 =$ _____ $V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} =$ _____

2. Volume Calculations for Other Uses:

H. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Annual Volume V (afa)
	From	To		
IRRIGATION	3/15	10/15		
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

I. AUTHENTICATIONField Examiner's Name KEITH C WILSON Date 9-21-95

Reviewer _____ Date _____

SEAL

MICROFILM

JUL 31 1998

SETUP NO. 1

PIPE O.D 8.000 IN
PIPE WALL THICKNESS 0.119 IN
PIPE I.D 7.762 IN
PIPE MATERIAL CARBON STEEL
PIPE SOUND VELOCITY 10597.129 F/S
LINER MATERIAL NONE
LINER SOUND VELOCITY 0.000 F/S
LINER THICKNESS 0.000 IN
INSIDE ABS ROUGHNESS 0.00015000
FLUID MATERIAL WATER
FLUID SOUND VELOCITY 4863.330 F/S
FLUID VISCOSITY 1.132 cSt
TRANSDUCER TYPE STANDARD
TRANSDUCER MOUNTING U
TRANSDUCER SPACING 6.066 IN

FLOW 568.466 GPM
3.854 F/S

13:01:32 09-21-95

SCALE FACTOR = 0.990
OFFSET (GPM) = 0.000
nsec OFFSET = 9.09
usec OFFSET = -0.98
XMT_DET_DLY = 20.21
AERATION FAC = 1.00
XDUCE: STANDARD/U

	UP	DOWN
WIN_DLY	293.63	294.28
SE>R	1.10	0.35
BIAS	1.47	1.63
AGC	0.06	0.04
SIG_STG	9.92	9.92
MISSD	0	0
TIME(us)	296.5	295.3
DEL TIME(ns)		201.2
DIFF COUNT		980
P2X		94
SPS		17.39
AERATION		0.000

FLUID (F/S) = 4863.33
REYNOLDS NO. = 204428
PROFILE FACTOR = 0.9418

FLOW: = 568.678 GPM
3.856 F/S

FLOW 1.264 CFS
3.845 F/S

FLOW 1.264 CFS
3.846 F/S

FLOW 1.258 CFS
3.828 F/S

27-07482

31 1998

8661 1 S 100

1000000000

Polysonic Measurement tape

27-07482

SB410

3 27-7482

SETUP NO. 1

PIPE O.D 8.000 IN

PIPE WALL THICKNESS 0.119 IN

PIPE I.D 7.762 IN

PIPE MATERIAL
CARBON STEEL

PIPE SOUND VELOCITY 10597.129 F/S

LINER MATERIAL
NONE

LINER SOUND VELOCITY 0.000 F/S

LINER THICKNESS 0.000 IN

INSIDE ABS ROUGHNESS 0.00015000

FLUID MATERIAL
WATER

FLUID SOUND VELOCITY 4863.330 F/S

FLUID VISCOSITY 1.132 Cst

TRANSDUCER TYPE
STANDARD

TRANSDUCER MOUNTING
U

TRANSDUCER SPACING 6.066 IN

FLOW 568.466 GPM
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SCALE FACTOR = 0.990
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AERATION FAC = 1.00
XDUCE: STANDARD/U

WIN_DLY = 293.63 294.28
SEXP = 1.10 0.35
BIAS = 1.47 1.63
AGC = 0.06 0.04
SIG_STG = 9.92 9.92
MISSED = 0 0
TIME(us) = 296.5 295.3
DEL TIME(ns) = 201.2
DIFF COUNT = 980
P2X = 94
SPS = 17.39
AERATION = 0.000

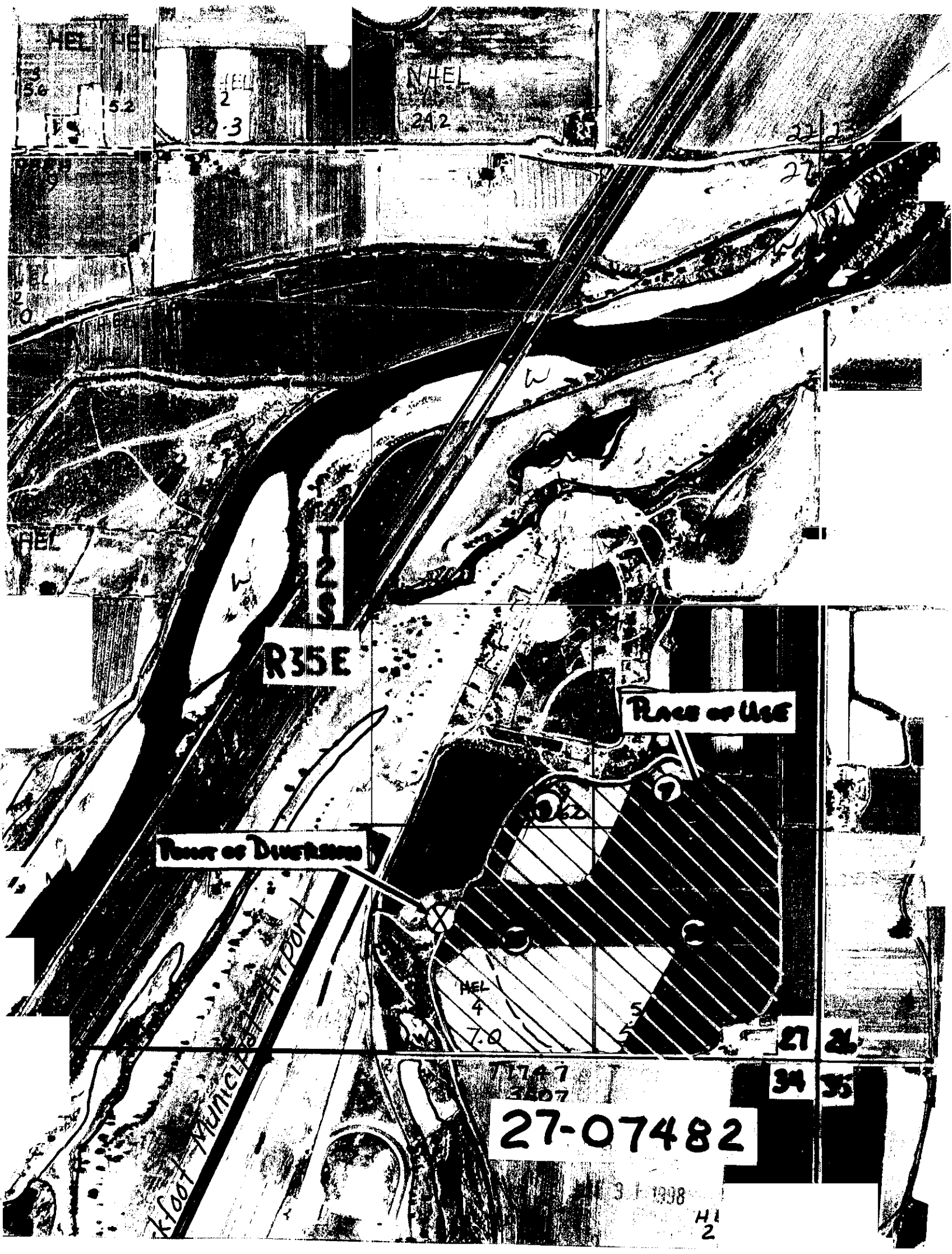
FLUID (F/S) = 4863.33
REYNOLDS NO. = 204428
PROFILE FACTOR = 0.9418

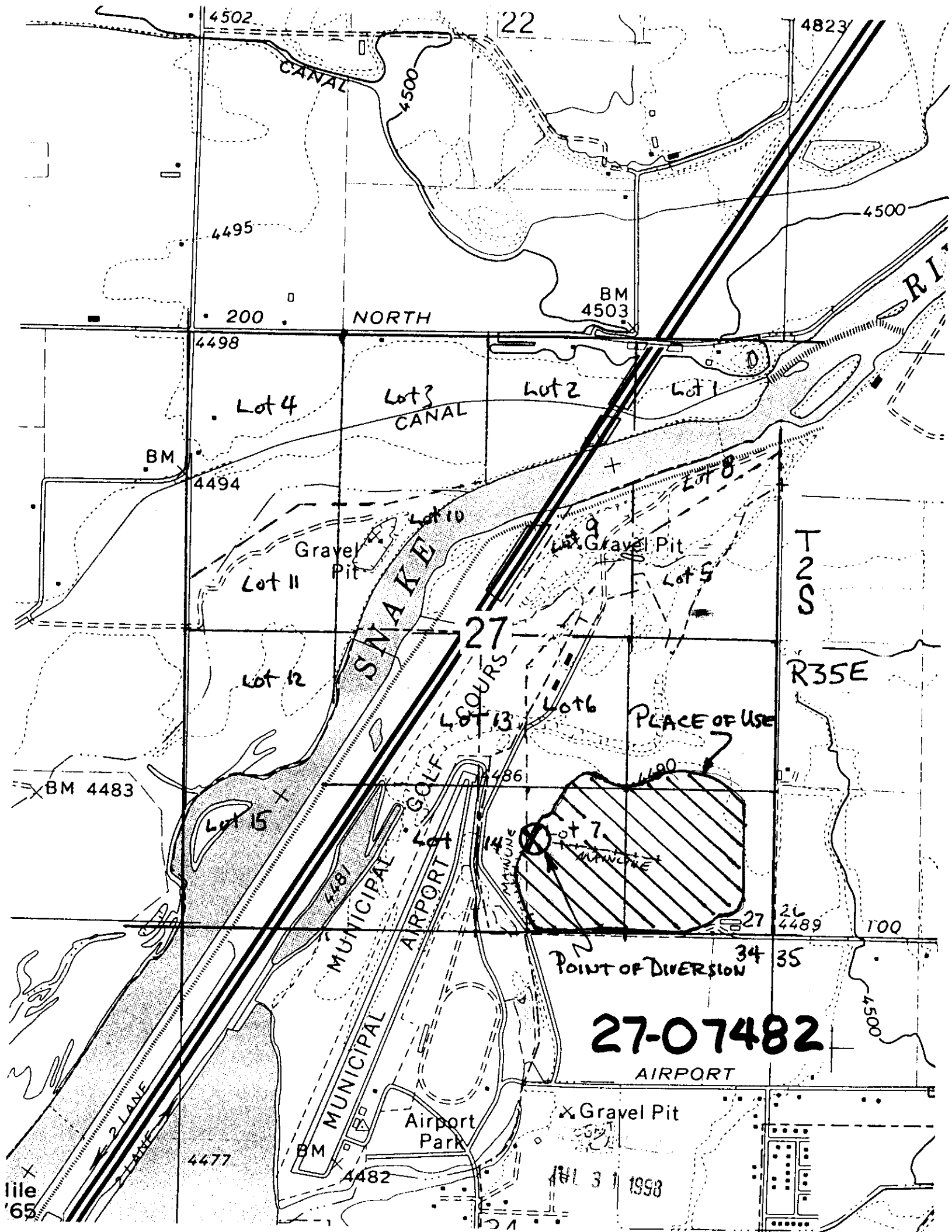
FLOW: = 568.678 GPM
3.856 F/S

FLOW 1.264 CFS
3.845 F/S

FLOW 1.264 CFS
3.846 F/S

=1.27cfs





4502

22

4823

CANAL

4500

4495

200

NORTH

BM 4503

4500

4498

Lot 4

Lot 3

Lot 2

Lot 1

BM

4494

CANAL

Gravel Pit

Lot 11

Lot 10

Lot 9

Gravel Pit

Lot 5

T2S

R35E

27

Lot 12

SNAKE

Lot 13

Lot 6

PLACE OF USE

BM 4483

Lot 15

Lot 14

Lot 7

MUNICIPAL AIRPORT

GOLF

4486

Point of Diversion

27

4489

100

Point of Diversion

34

35

27-07482

AIRPORT

Airport Park

Gravel Pit

BM

4482

JUL 31 1998

4477

file '65

MAINLINE TO
HAND LINES



POINT OF
DIVERSION

MAINLINE TO CENTER
PIVOT

27-07482

JUL 31 1998



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

March 13, 1997

EASTERN IDAHO AGRICULTURAL CREDIT ASSN
PO BOX 985
BLACKFOOT ID 83221

RE: ASSIGNMENT OF PERMIT NO. 27-07482

Dear Water Right Holder(s):

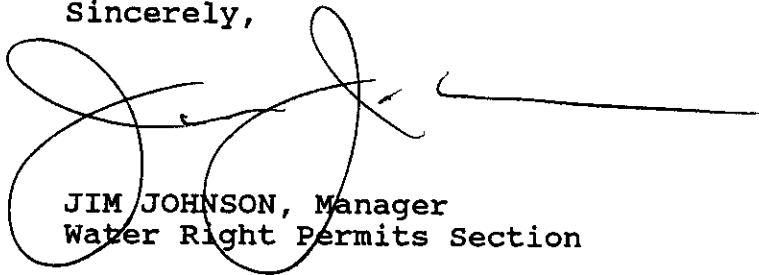
We acknowledge receipt of the correspondence changing ownership of the above referenced water right to you. We have modified our computer records to reflect this change in ownership.

Also, please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address to the department. If you have acquired a water right or have changed your mailing address **PRIOR** TO July 1, 1996, you have until July 30, 1998, to notify the department. If you acquire a water right or change your mailing address **AFTER** July 1, 1996, you must notify 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 to obtain the proper reporting form.

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

Sincerely,



JIM JOHNSON, Manager
Water Right Permits Section

JJ:ph

RECORDED
MAR 23 1997



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

APRIL 22, 1996

ROBERT W OLSEN
LUANNE OLSEN
21 E 100 N
BLACKFOOT ID 83221

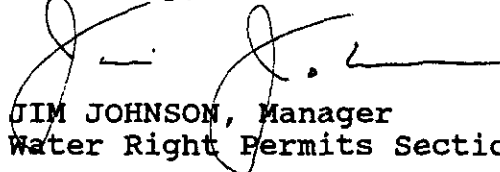
RE: Permit No. 27-07482

Dear Permit Holder(s):

We acknowledge receipt of the correspondence changing ownership of the above referenced water right to you, and to Lynn D and Rozla Olsen. We have modified our computer records to reflect this change in ownership.

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

Sincerely,



JIM JOHNSON, Manager
Water Right Permits Section

JJ:rl

RECEIVED
APR 29 1996



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

APRIL 22, 1996

LYNN D OLSEN
ROZLA OLSEN
140 N 150 W
BLACKFOOT ID 83221

RE: Permit No. 27-07482

Dear Permit Holder(s):

We acknowledge receipt of the correspondence changing ownership of the above referenced water right to you, and to Robert W and Luanne Olsen. We have modified our computer records to reflect this change in ownership.

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

Sincerely,

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

JIM JOHNSON, Manager
Water Right Permits Section

JJ:rl

RECEIVED

APR 29 1996



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

March 27, 1996

EASTERN IDAHO AGRICULTURAL CREDIT ASSOC
188 W JUDICIAL
PO BOX 985
BLACKFOOT ID 83221

RE: Assignment of Permit No. 27-07482 in the name of J. Roger Olsen.

Dear Sir or Madam,

Enclosed you will find the Assignment of Permit that you sent to the Department regarding the above referenced permit. In order to process the change in ownership I will need the signature of J. Roger Olsen (or his executor if that is the case), as the permit is in his name. I have enclosed an Assignment of Permit form ready for his signature for your convenience and I have documented that the filing fee has already been paid.

If you have any questions, I can be reached at (208) 327-7941.

Respectfully,

A handwritten signature in cursive script that reads "Roberta Loveall".

Roberta Loveall
Water Permits Section

enc.

APR 29 1996

September 3, 1991

J. ROGER OLSEN
21 E. 100 N.
BLACKFOOT ID 83221

PROOF ACKNOWLEDGMENT LETTER

RE: PERMIT NO. 27-07482

Dear Permit Holder:

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

If you have questions concerning this matter, please feel free to contact the EASTERN Regional Office in Idaho Falls at (208)525-7161.

Sincerely,

Nina Shields
Secretary/Records Manager

c: IDWR - Region

NOTED

SEP 27 1991

ANALYSIS SHEET
for
PROOF OF BENEFICIAL USE

Permit No. 27-7482

Date 3-19-91

GENERAL CONSIDERATIONS

- 5 Name same as permit?
5 Address same as permit? If no, indicate below.
5 Proof timely received? If no, complete priority advancement below.

SOURCE OF WATER

- 5 Surface water source
5 Ground water source
5 Drill permit req'd?
✓ Copy in file? Drill permit no. 27-90-E003
100.00 Amt paid for drilling permit? ✓ Correct?
✓ Well log in file?

LICENSE EXAMINATION FEE

- 4 Required?
725 Amount submitted?
4 Correct amount?

MEASURING DEVICE

- 5 Measuring device or access port required?
5 Installed?
 Waiver requested or needed?

DEFICIENCIES OR ACTION ITEMS

- need drilling permit + well log *ok*
- Proof acceptable

PRIORITY CALCULATION

Date proof received	_____	_____
Date proof due	_____	- _____
No. of days late	_____	= _____
Priority date	_____	+ _____
NEW PRIORITY DATE	_____	= _____

LB
9-9-91

JUN 21 1990

WELL DRILLER'S REPORT

State law requires that this report be filed with the Director, Department of Water Resources within 30 days after the completion or abandonment of the well.

Department of Water Resources
Eastern District Office

1. WELL OWNER	7. WATER LEVEL
Name <u>J. Roger Olsen</u>	Static water level <u>42</u> feet below land surface.
Address <u>1 E 100 N Blackfoot Id 83221</u>	Flowing? ☐ Yes ☒ No G.P.M. flow _____
Owner's Permit No. <u>7/90/8003</u>	Artesian closed-in pressure _____ p.s.i.
	Controlled by: ☐ Valve ☐ Cap ☐ Plug
	Temperature _____ °F. Quality _____
	<i>Describe artesian or temperature zones below.</i>
2. NATURE OF WORK	8. WELL TEST DATA
☒ New well ☐ Deepened ☐ Replacement	☐ Pump ☒ Bailer ☐ Air ☐ Other _____
☐ Well diameter increase	
☐ Abandoned (describe abandonment procedures such as materials, plug depths, etc. in lithologic log)	
3. PROPOSED USE	
☐ Domestic ☒ Irrigation ☐ Test ☐ Municipal	
☐ Industrial ☐ Stock ☐ Waste Disposal or Injection	
☐ Other _____ (specify type)	
4. METHOD DRILLED	9. LITHOLOGIC LOG
☐ Rotary ☐ Air ☐ Hydraulic ☐ Reverse rotary	
☒ Cable ☐ Dug ☐ Other _____	
5. WELL CONSTRUCTION	
Casing schedule: ☒ Steel ☐ Concrete ☐ Other _____	
Thickness <u>250</u> inches Diameter <u>16</u> inches From <u>1</u> feet To <u>6</u> feet	
_____ inches _____ inches _____ feet _____ feet	
_____ inches _____ inches _____ feet _____ feet	
_____ inches _____ inches _____ feet _____ feet	
Was casing drive shoe used? ☒ Yes ☐ No	
Was a packer or seal used? ☐ Yes ☒ No	
Perforated? ☐ Yes ☒ No	
How perforated? ☐ Factory ☐ Knife ☐ Torch ☐ Gun	
Size of perforation _____ inches by _____ inches	
Number _____ From _____ To _____	
_____ perforations _____ feet _____ feet	
_____ perforations _____ feet _____ feet	
_____ perforations _____ feet _____ feet	
Well screen installed? ☐ Yes ☒ No	
Manufacturer's name _____	
Type _____ Model No. _____	
Diameter _____ Slot size _____ Set from _____ feet to _____ feet	
Diameter _____ Slot size _____ Set from _____ feet to _____ feet	
Gravel packed? ☐ Yes ☒ No ☐ Size of gravel _____	
Placed from _____ feet to _____ feet	
Surface seal depth _____ Material used in seal: ☐ Cement grout	
☒ Bentonite ☐ Puddling clay ☐ _____	
Sealing procedure used: ☐ Slurry pit ☐ Temp. surface casing	
☒ Overbore to seal depth	
Method of joining casing: ☐ Threaded ☒ Welded ☐ Solvent	
Weld _____	
☐ Cemented between strata	
Describe access port _____	
6. LOCATION OF WELL	10.
Sketch map location <u>must</u> agree with written location.	Work started <u>3/26/90</u> finished <u>4/7/90</u>
N W E S	
Subdivision Name <u>APR 29 1996</u>	
Lot No. _____ Block No. _____	
County <u>Bingham</u>	
SW ¼ SE ¼ Sec. <u>7</u> , T. _____ S. R. <u>25</u> W. _____	
11. DRILLERS CERTIFICATION	
I/We certify that all minimum well construction standards were complied with at the time the rig was removed.	
Firm Name <u>Barrus Drilling</u> Firm No. <u>23</u>	
Address _____ Date _____	
Signed by (Firm Official) <u>Lamon A Barrus</u>	
and _____	
(Operator) <u>Guy L Barrus</u>	

9/89

Drilling Permit No. 27-90-E003Water Right Permit No. 27-7482

Injection Permit No. _____

State of Idaho
Department of Water Resources

D R I L L I N G P E R M I T

1. Applicant J. Roger Olsen
2. Mailing Address 21 E. 100 N.
Blackfoot, ID 83221 Telephone 785-0467
(X) Well Owner () Well Operator () Other, specify _____
3. Proposed well location SW 1/4 SE 1/4, or Gov't lot No. _____,
Sec. 27, Twp. 02S, Rge. 35E, County Bingham,
Street Address of Well Site _____,
Lot, block and subdivision _____
4. Proposed use of well:
() Single family or stockwater use (less than 13,000 gallons per day)
(X) Irrigation (more than 1/2 acre) 66 acres
() Monitoring - A well bore schematic and map is required for each well.
No. of proposed wells: _____
() Other (describe fully) _____
5. Well construction information:
A. (X) New well () Deepen () Replace - See Condition 9.
B. Proposed surface diameter 12" Maximum depth 80'
C. Anticipated bottom hole temperature:
(X) 85°F or less (Cold water well)
() 85°F to 212°F (Low temp. geothermal well)
() 212°F or more (Geothermal well)
6. Construction Start Date 2-16-90
7. Anticipated Well Driller Lamar Barrus
NOTE: The actual well driller must be identified prior to drilling.
8. Applicant's signature Robert W. Olsen Date 1-16-90
Title _____
(Owner, Firm Representative, Other)

SEP 27 1991

**Fee is \$10 for single family domestic. Other uses may be up to \$100

ACTION DEPARTMENT OF WATER RESOURCES

This Permit is Approved.Date 16 January 1990.

If approved, this permit authorizes the construction of a well subject to the following conditions. READ CAREFULLY!

GENERAL CONDITIONS:

1. The well must be constructed in compliance with the applicable statutes, specific conditions of approval shown on the water right permit, injection well permit, transfer or amendment and the rules and regulations of the Department for water appropriation, injection wells and well construction standards.
2. This drilling permit is valid for two (2) months from the above approval date for the start of construction and is valid for one (1) year from the approval date for completion of the well unless an extension has been granted.
3. This permit does not constitute the approval of the District Health Department or the Idaho Department of Health and Welfare which may be required before construction of this well.
4. The well shall be constructed by a driller currently licensed in the State of Idaho who must maintain a copy of the drilling permit at the drilling site.
5. Approval of this drilling permit does not authorize trespass on the land of another party.
6. This permit does not constitute other local, county, state or federal approvals which may be required for construction of a well.
7. This drilling permit does not represent a right to divert and use the water of the State of Idaho.
8. If a bottom hole temperature of 85°F or greater is encountered, well construction shall cease and the well driller and the well owner shall contact the Department immediately.
9. If this permit is for a replacement well, the well being replaced must be abandoned in accordance with Department Rules and Regulations.

SPECIFIC CONDITIONS:

Dennis W. Dunn Sr. Water Resource Agent
Signature of Authorized Department Representative Title

Receipt No. E041721 Received by RB Fee 100⁰⁰ Date 1-16-90

EXTENSION OF DRILLING PERMIT

Extension approved by _____ Approval Date SEP 27 1991

This extension is good for 60 days beyond the above extension approval date.

/38787

November 30, 1990

J. ROGER OLSEN
21 E. 100 N.
BLACKFOOT, ID 83221

PROOF DUE NOTICE

RE: PERMIT NO. 27-07482

Dear Permit Holder:

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

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

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

SINCERELY,

Rita Fleck
Secretary/Records Manager

Enclosures

RECEIVED

SEP 27 1991

S T A T E O F 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

Statehouse
Boise, Idaho 83720
(208) 327-7900
January 4, 1990

J. ROGER OLSEN
21 E. 100 N.
BLACKFOOT, ID 83221

P E R M I T A P P R O V A L N O T I C E

RE: PERMIT NO. P27-07482

Dear Permit Holder:

Enclosed is a copy of your approved application for permit. We direct your attention to the conditions of approval on the final page.

You should be aware that the groundwater you propose to divert is located within a drainage basin where surface waters are regulated during the months of low flow. It is possible that diversion of groundwater may have an adverse impact on these surface water flows. Information available to us at this time does not warrant refusing to issue permits in your area, but we do caution that diversions of groundwater are not allowed to deplete flows available for surface water users with earlier priority dates. Siting your well as far from surface sources as possible and casing out upper water producing zones may reduce the potential of interference.

Section 42-235, Idaho Code, requires that a "drilling permit" must be obtained from the department for all wells constructed after July 1, 1987. A drilling permit is a separate permit that must be issued in addition to your permit to appropriate water. Commencement of well construction or diversion of water under your permit to appropriate water is prohibited unless a drilling permit is obtained.

Be sure to note the special condition requiring you to install a measuring device, or a flow measurement port to provide for the installation of measuring equipment by the Department. Enclosed please find a list of measuring device options, and specifications for the installation of the flow measurement port.

MICROFILMED

JAN 05 1990

We have enclosed a form entitled "Instructions for Proof of Beneficial Use". Please read the instructions carefully since you must take further action to develop this permit. Also enclosed for your convenience is a form entitled "Proof of Beneficial Use" that must be submitted to the Department when your project is completed. If development is complete, you may submit proof of beneficial use immediately.

Sincerely,

GARY SPACKMAN, Supervisor
Water Right Permits Section

GS: SC
Enclosures

MICROFILMED

MAR 05 1990

1st. for staffing 9-26-89 RB

Submitted for advertising 10-5-89 HCS

Form No. 202a
4/87

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT ANALYSIS SHEET

~~Non-Trust~~ Advisory
~~HOLD~~ out of sequence

27 7482

INITIAL REVIEW BY JRM DATE 10-1-89 APPLICATION NUMBER

J. Roger Olsen

REQUIRED INFORMATION

- ☒ Name (If applicant is a corporation or partnership, names must be provided for the director, officers, & other partners.)
- ☒ Address
- ☒ Source (See USGS Quad for names of water sources)
- ☒ Point of Diversion (10 acres for spring, lot & block descriptions for subdivisions, local name, flow and/or volume)
- ☒ County
- ☒ Quantity (flow and/or volume)
- ☒ Period of Use
- ☒ Nature of proposed use (Include description of use.)
- ☒ Description of diverting works
- ☒ Time required for beneficial use of water
- ☒ Place of use or acres irrigated
- ☒ Map
- ☒ Signature (If applicant is corp. partnership, or municipality, title of signator is required)
- ☒ Fee
- ☒ Yes ☐ No* In form to receipt

ADDITIONAL INFORMATION

- ☒ Overlapping place of use (Describe source & relationship to present application on the back.)
- ☐ Overlapping point of diversion
- ☐ Yes ☐ No Field check required
- ☐ Yes ☐ No Field check by _____
- ☐ Yes ☐ No Field report attached
- ☐ Yes ☐ No Critical groundwater area
- ☐ Yes ☐ No Groundwater management area
- ☐ Yes ☐ No Send dam safety information
- ☐ Yes ☐ No Send power requirement letter
- ☐ Yes ☐ No Send fish farm requirement letter
- ☐ Yes ☐ No Power residency affidavit
- ☐ Yes ☐ No Power efficiency form
- ☐ Yes ☐ No Within trustwater boundary (If yes, attach trust water supplementary analysis sheet.)
- ☐ Yes ☐ No Diversion greater than 5 cfs or 500 acre ft. (If yes, attach large diversion supplementary analysis sheet.)
- ☐ See reverse side for additional information

*REQUEST THE FOLLOWING ADDITIONAL INFORMATION FROM THE APPLICANT

Date Requested 10-1-89

Department of Water Resources

PROCESSING ☒ Yes ☐ No In form for advertising
☐ Yes ☒ No Statewide advertising
☒ Yes ☐ No Fee amount, receipt date & No. recorded on application

SEND COPIES TO ☐ Idaho Dept. of Health & Welfare ☐ U.S. BLM
☐ Idaho Dept. of Fish & Game ☐ U.S. Forest Service
☐ Idaho Dept. of Lands ☐ Water District
☐ Adjudication Bureau Unit ☐ Other

FINAL REGIONAL PROCESSING REVIEW

☒ Yes ☐ No Affidavit of publication received
☒ Yes ☐ No Application published correctly. If not, record action taken.

☒ Yes ☐ No Publication dates & paper, recorded on application
☐ Yes ☒ No Protests received
Final date for protest 12-4-89
☐ Yes ☐ No Protests, dates, resolution of protest, recorded on application
☐ Yes ☒ No Recommendations attached
☐ Yes ☒ No Measuring device required
☒ Yes ☐ No Access port required
☒ Yes ☒ No Will water be delivered by watermaster? If yes, what Dist. 01-P05
☒ Yes ☐ No Special conditions of approval or cover letter below.

See below for additional information

Date of priority recommended 9-25-89
By HWT Date 12-8-89

STATE OFFICE REVIEW P05, P23, P03, P16 48 49 46 016

See below for additional information
By KW Date 12-28-89

ADDITIONAL INFORMATION

PLACE of Use Overlap: 01-00047E, 01-00048, 01-00298, 01-00324

27-07442(?)

POINT OF DIVERSION Overlap: 27-07442(?)

App. in NON-TRUST area-

Water Right Number - 01-00047E Adj. Flag Translation: Standard Water Right Number Old (D) Number -
Last Name - First Name - Address -
*** C - CURRENT OWNER ***
CORBETT SLOUGH DITCH CO.

1 -
2 -
3 -
City-
Phone -
State- Zip-

Priority Date - 05/01/1889 Region - Stage - Status -
D - DECREED

Source - SNAKE RIVER Tributary - COLUMBIA RIVER

Twn Rng Sec Tract Lot Rflg County Point of Diversion Stream Index (Blank if no Index Code)
02S 36E 8 NE SE (11) BINGHAM

Code Description Period From Period To Water Use Diversion Rate Diversion Volume
01 - IRRIGATION
43 - DOMESTIC
109.434

Total Div. Rate - Total Div. Volume - Total Div. Capacity - Total Consumptive Use - KW Usage -
109.434

Twn	Rng	Sec	Tract	Lot	Acres	Place of Use	Code	Description	County
02S	35E	1				01	IRRIGATION	(11) BINGHAM	
02S	35E	2				01	IRRIGATION	(11) BINGHAM	
02S	35E	3				01	IRRIGATION	(11) BINGHAM	
02S	35E	8				01	IRRIGATION	(11) BINGHAM	
02S	35E	13				01	IRRIGATION	(11) BINGHAM	
02S	35E	23				01	IRRIGATION	(11) BINGHAM	
02S	35E	24				01	IRRIGATION	(11) BINGHAM	
02S	35E	25				01	IRRIGATION	(11) BINGHAM	
02S	35E	26				01	IRRIGATION	(11) BINGHAM	
02S	35E	27				01	IRRIGATION	(11) BINGHAM	
02S	35E	33				01	IRRIGATION	(11) BINGHAM	
02S	35E	34				01	IRRIGATION	(11) BINGHAM	
02S	35E	35				01	IRRIGATION	(11) BINGHAM	
02S	35E	36				01	IRRIGATION	(11) BINGHAM	
02S	36E	7				01	IRRIGATION	(11) BINGHAM	
02S	36E	8				01	IRRIGATION	(11) BINGHAM	
02S	36E	11				01	IRRIGATION	(11) BINGHAM	
02S	36E	17				01	IRRIGATION	(11) BINGHAM	
02S	36E	18				01	IRRIGATION	(11) BINGHAM	
03S	35E	1				01	IRRIGATION	(11) BINGHAM	

MICROFILMED
MAR 05 1990

Water right number - 01-000475

Adj. flag translation: Standard Water Right Number

Twn	Rng	Sec	Tract	Lot	Acres	Place of Use Code	Description	County
03S	35E	2				01	IRRIGATION	(11) BINGHAM
03S	35E	3				01	IRRIGATION	(11) BINGHAM
03S	35E	4				01	IRRIGATION	(11) BINGHAM
03S	35E	5				01	IRRIGATION	(11) BINGHAM
03S	35E	7				01	IRRIGATION	(11) BINGHAM
03S	35E	11				01	IRRIGATION	(11) BINGHAM
03S	35E	12				01	IRRIGATION	(11) BINGHAM
03S	36E	8				01	IRRIGATION	(11) BINGHAM

Total Acres:

- - - Diversion Means -

- - - Non-Irrigation Use -

- - - Other Rights for Same Use - RT. 01-0048.

P/U INCOMPLETE, P/D SOURCE WD01, TRANSFER 268, 274, 283.
APPROX. AC. IRR. = 6000.

Conditions of Approval -
No Conditions of Approval found.

- - - Decree Plaintiff - - - +
REXBURG IRRIGATION CANAL CO.

+ - - - Decree Defendant - - - +
TETON IRRIGATION CO. ET AL.

+ - Decree Date - +
12/16/1910

- - - Audit Fields - 12/09/85

05/21/88 CONVERT

Proof Due Date	- 00/00/0000	Field Exam Made	- 00/00/0000	Field Exam Fee	-
Approved/Denied	- 00/00/0000	Protested Date	- 00/00/0000	Swan Falls	-
Proof Made Date	- 00/00/0000	Hearing Date	- 00/00/0000	Temporary Right	- P
Start Work Cause	- 00/00/0000	Verified Date	- 12/09/1985	DLE/Carey Act	-
Order Show Cause	- 00/00/0000	Receipt Number	-	Water District	- 01
Licensed Date	- 00/00/0000	Appl Received	- 00/00/0000	Transfer/Amended	- P
Decree Date	- 12/16/1910				

MAILED

MAR 05 1990

Water Right Number - 01-00048 Adj. Flag Translation: Standard Water Right Number Old (D) Number -
+ - - - - Last Name - - - - + + - First Name - - - - + - - - - Address - - - - -
*** C - CURRENT OWNER ***
CORBETT SLOUGH DITCH CO.

1 -
2 -
3 -
City-
Phone -
State- Zip-

+ - - Priority Date - - + + - - Region - - - + + - - Stage - - - + + - - Status - - - +
05/01/1892 D - DECREED

+ - - - - Source - - - - + + - - - Tributary - - - - -
SNAKE RIVER COLUMBIA RIVER

+ - - - - Rng Sec Tract Lot Rflg County Point of Diversion - - - - - Stream Index (Blank if no Index Code)
02S 36E 8 NE SE (11) BINGHAM

+ - - - - Code Description Period From Period To Water Use - - - - - Diversion Rate Diversion Volume
01 - IRRIGATION 130.000

+ - - Total Div. Rate - + + - - Total Div. Volume - + + - - Total Div. Capacity - + + - - Total Consumptive Use - + + - - KW Usage - +
130.000

Twn	Rng	Sec	Tract	Lot	Acres	Place of Use	Code	Description	County
02S	35E	1				01	IRRIGATION		(11) BINGHAM
02S	35E	2				01	IRRIGATION		(11) BINGHAM
02S	35E	3				01	IRRIGATION		(11) BINGHAM
02S	35E	8				01	IRRIGATION		(11) BINGHAM
02S	35E	23				01	IRRIGATION		(11) BINGHAM
02S	35E	24				01	IRRIGATION		(11) BINGHAM
02S	35E	25				01	IRRIGATION		(11) BINGHAM
02S	35E	26				01	IRRIGATION		(11) BINGHAM
02S	35E	27				01	IRRIGATION		(11) BINGHAM
02S	35E	33				01	IRRIGATION		(11) BINGHAM
02S	35E	34				01	IRRIGATION		(11) BINGHAM
02S	35E	35				01	IRRIGATION		(11) BINGHAM
02S	35E	36				01	IRRIGATION		(11) BINGHAM
02S	36E	7				01	IRRIGATION		(11) BINGHAM
02S	36E	8				01	IRRIGATION		(11) BINGHAM
02S	36E	11				01	IRRIGATION		(11) BINGHAM
02S	36E	17				01	IRRIGATION		(11) BINGHAM
02S	36E	18				01	IRRIGATION		(11) BINGHAM
03S	35E	1				01	IRRIGATION		(11) BINGHAM
03S	35E	2				01	IRRIGATION		(11) BINGHAM
03S	35E	3				01	IRRIGATION		(11) BINGHAM

MICROFILMED

MAR 05 1990

Water right number - 01-00048 Adj. flag translation: Standard Water Right Number

Twn	Rng	Sec	Tract	Lot	Acres	Place of Use	Code	Description	County
03S	35E	4					01	IRRIGATION	(11) BINGHAM
03S	35E	5					01	IRRIGATION	(11) BINGHAM
03S	35E	7					01	IRRIGATION	(11) BINGHAM
03S	35E	11					01	IRRIGATION	(11) BINGHAM
03S	35E	12					01	IRRIGATION	(11) BINGHAM
03S	36E	8					01	IRRIGATION	(11) BINGHAM

Total Acres:

+ - - Diversion Means -

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use -

P/U - AC. IRR. = 7417.
P/D NOT GIVEN IN DECREE - SOURCE WD01.

Conditions of Approval -
No Conditions of Approval found.

+ - - Decree Plaintiff - - - +
REXBURG IRRIGATION CANAL

+ - - Decree Defendant - - - +
TETON IRRIGATION CANAL.

+ - Decree Date - +
12/16/1910

+ - - Audit Fields - 06/18/85 05/21/88 CONVERT

Proof Due Date	- 00/00/0000	Field Exam Made	- 00/00/0000	Field Exam Fee	-
Approved/Denied	- 00/00/0000	Protected Date	- 00/00/0000	Svan Falls	-
Proof Made Date	- 00/00/0000	Hearing Date	- 00/00/0000	Temporary Right	- P
Start Work Date	- 00/00/0000	Verified Date	- 06/18/1985	DLE/Carey Act	-
Order Show Cause	- 00/00/0000	Receipt Number	-	Water District	- 01
Licensed Date	- 00/00/0000	Appl Received	- 00/00/0000	Transfer/Amended	-
Decree Date	- 12/16/1910				

MICROFILMED

MAR 05 1990

Water Right Number - 01-00298

Adj. Flag Translation: Standard Water Right Number

Old (D) Number -

*** C - CURRENT OWNER ***

BLACKFOOT IRRIGATION CO.

Address -

1 -
2 -
3 -
City-
State-
Zip-
phone -

Priority Date - 04/01/1939 + Region - + Stage - + Status - +
D - DECREED

Source - SNAKE RIVER + Tributary - COLUMBIA RIVER

TwN Rng Sec Tract Lot Rflg County Point of Diversion Stream Index (Blank if no Index Code)
01S 37E 6 NW SE (11) BINGHAM

01 - IRRIGATION

100.000

Total Div. Rate - 100.000 + Total Div. Volume - + Total Div. Capacity - + Total Consumptive Use - + KW Usage - +

TwN	Rng	Sec	Tract	Lot	Acres	Place of Use	Code	Description	County
01S	36E	25				01	IRRIGATION		(11) BINGHAM
01S	36E	26				01	IRRIGATION		(11) BINGHAM
01S	36E	35				01	IRRIGATION		(11) BINGHAM
01S	36E	36				01	IRRIGATION		(11) BINGHAM
02S	35E	13				01	IRRIGATION		(11) BINGHAM
02S	35E	22				01	IRRIGATION		(11) BINGHAM
02S	35E	23				01	IRRIGATION		(11) BINGHAM
02S	35E	24				01	IRRIGATION		(11) BINGHAM
02S	35E	25				01	IRRIGATION		(11) BINGHAM
02S	35E	26				01	IRRIGATION		(11) BINGHAM
02S	35E	27				01	IRRIGATION		(11) BINGHAM
02S	35E	34				01	IRRIGATION		(11) BINGHAM
02S	35E	35				01	IRRIGATION		(11) BINGHAM
02S	35E	36				01	IRRIGATION		(11) BINGHAM
02S	36E	3				01	IRRIGATION		(11) BINGHAM
02S	36E	7				01	IRRIGATION		(11) BINGHAM
02S	36E	8				01	IRRIGATION		(11) BINGHAM
02S	36E	9				01	IRRIGATION		(11) BINGHAM
02S	36E	10				01	IRRIGATION		(11) BINGHAM
02S	36E	11				01	IRRIGATION		(11) BINGHAM

MICROFILMED

MAR 05 1990

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT CLAIMS PROOF READING REPORT

Water right number - 01-00298

Adj. flag translation: Standard Water Right Number

Proof Due Date	00/00/0000	Field Exam Made	00/00/0000	Field Exam Fee	-
Approved/Denied	00/00/0000	Protested Date	00/00/0000	Swan Falls	-
Proof Made Date	00/00/0000	Hearing Date	00/00/0000	Temporary Right	- P
Start Work Date	00/00/0000	Verified Date	00/00/0000	DLE/Carrey Act	-
Order Show Cause	00/00/0000	Receipt Number		Water District	- 01
Licensed Date	00/00/0000	Appl Received	00/00/0000	Transfer/Amended	-
Decree Date	03/12/1969				

Water Right Number - 01-00324

Adj. Flag Translation: Standard Water Right Number

Old (D) Number -

*** C - CURRENT OWNER ***

RIVERSIDE DITCH CO.

1 -
2 -
3 -
City-
Phone -

State- Zip-

Priority Date - 04/01/1939

Region -

Stage - D - DECREED

Status -

Source - SNAKE RIVER

Tributary - COLUMBIA RIVER

Point of Diversion -

Stream Index (Blank if no index code)

Trn Rng Sec Tract Lot Rflg County

Code Description Period From Period To Water Use Diversion Rate Diversion Volume

01 - IRRIGATION

50.000

Total Div. Rate - 50.000 + Total Div. Volume - + Total Div. Capacity - + Total Consumptive Use - + KW Usage - +

Trn	Rng	Sec	Tract	Lot	Acres	Place of Use	Code	Description	County
02S	34E	24				01 IRRIGATION			(11) BINGHAM
02S	34E	25				01 IRRIGATION			(11) BINGHAM
02S	35E	13				01 IRRIGATION			(11) BINGHAM
02S	35E	19				01 IRRIGATION			(11) BINGHAM
02S	35E	20				01 IRRIGATION			(11) BINGHAM
02S	35E	21				01 IRRIGATION			(11) BINGHAM
02S	35E	22				01 IRRIGATION			(11) BINGHAM
02S	35E	23				01 IRRIGATION			(11) BINGHAM
02S	35E	24				01 IRRIGATION			(11) BINGHAM
02S	35E	27				01 IRRIGATION			(11) BINGHAM
02S	35E	28				01 IRRIGATION			(11) BINGHAM
02S	35E	29				01 IRRIGATION			(11) BINGHAM
02S	35E	30				01 IRRIGATION			(11) BINGHAM
02S	35E	32				01 IRRIGATION			(11) BINGHAM
02S	35E	33				01 IRRIGATION			(11) BINGHAM

Total Acres:

+ - - Diversion Means -

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MAR 05 1990

MICROFILMED

NOV 17 1990

Water right number - 01-00324

Adj. flag translation: Standard Water Right Number

+ - - - - Other Rights for Same Use -

P/D SOURCE WD01.
DECREE P/D SESE S12 T2S R35E.

+ - - - - Conditions of Approval - - - - -
No Conditions of Approval found.

+ - - - - Decree Plaintiff - - - +
ABERDEEN SPRINGFIELD ETAL

+ - - - - Decree Defendant - - - +
HENRY EAGLE.

+ - Decree Date - +
03/12/1969

+ - - Audit Fields - 08/08/86 CONVERT 05/21/88 CONVERT

+ - - - - Water Rights Dates and Flags Area - - - - -

Proof Due Date	- 00/00/0000	Field Exam Made	- 00/00/0000	Field Exam Fee	-
Approved/Denied	- 00/00/0000	Protested Date	- 00/00/0000	Svan Falls	-
Proof Made Date	- 00/00/0000	Hearing Date	- 00/00/0000	Temporary Right	- P
Start Work Date	- 00/00/0000	Verified Date	- 06/24/1985	DLE/Carey Act	-
Order Show Cause	- 00/00/0000	Receipt Number	-	Water District	- 01
Licensed Date	- 00/00/0000	Appl Received	- 00/00/0000	Transfer/Amended	-
Decree Date	- 03/12/1969				

MICROFILMED
MAR 05 1990

Water Right Number - 27-07442

Adj. Flag Translation: Standard Water Right Number

Old (D) Number -

Last Name -

First Name -

Address -

*** C - CURRENT OWNER ***
POPE

WILLIAM R.

1 - 2900 N. AIRPORT RD.
2 -
3 -
City- BLACKFOOT
Phone - 208-785-4598

State- ID Zip- 832210000

Priority Date - 10/14/1987

Region -

Stage -
P - PERMIT

Status -

Source -
GROUNDWATER

Tributary -

Twn Rng Sec Tract Lot Rflg County Point of Diversion - Stream Index (Blank if no Index Code)

02S 35E 27 SW SE (11) BINGHAM

Code Description Period From Period To Water Use Diversion Rate Diversion Volume

01 - IRRIGATION
43 - DOMESTIC03/15 11/15
01/01 12/310.090
0.040

Total Div. Rate - 0.130 Total Div. Volume - Total Div. Capacity - Total Consumptive Use - KW Usage -

Twn Rng Sec Tract Lot Acres Code Description County
02S 35E 27 SW SE 3.0 01 IRRIGATION (11) BINGHAM

Total Acres: 3.0

Diversion Means - WELL, PUMP

Non-Irrigation Use -

Other Rights for Same Use - CANAL SHARES

REMARKS
THE MAX. RATE OF DIVERSION FOR IRRIG. PURPOSES UNDER THIS PERMIT
SHALL NOT EXCEED 0.09 CFS.
USE OF WATER FOR IRRIG. PURPOSES UNDER THIS PERMIT IS LIMITED TO
THE IRRIG. OF 3 ACRES.Conditions of Approval
046 - Permit holder shall comply with the drilling permit requirements
of Section 42-235, Idaho Code.MICROFILMED
MAR 05 1990

Adj. + translation: statistical tests exist with confidence

- diverting works within one year of the date this permit is issued
- and shall proceed diligently until the project is complete.

- with a domestic use.

016 - See remarks for additional conditions of approval.

+ - Decree Date - +
00/00/0000

05/22/88	CONVERT	11/15/88	WRAY	02/07/89	CURPTS	03/17/89	CURPTS
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[illegible]

Proof Due Date	- 02/01/1991	Field Exam Made	- 00/00/0000	Field Exam Fee	-
Approved/Denied	- 02/06/1989	Protected Date	- 00/00/0000	Svan Falls	- 1
Proof Made Date	- 00/00/0000	Hearing Date	- 00/00/0000	Temporary Right	- P
Start Work Date	- 00/00/0000	Verified Date	- 00/00/0000	DLE/Carrey Act	-
Order Show Cause	- 00/00/0000	Receipt Number	-	Water District	-
Licensed Date	- 00/00/0000	Appl Received	- 10/14/1987	Transfer/Amended	-
Decree Date	- 00/00/0000				

RECEIVED
JAN 10 1970

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Eastern Region
150 Shoup Ave., Suite 15

Idaho Falls, Idaho 83402
(208) 525-7161

NOVEMBER 7, 1989

THE MORNING NEWS
P.O. BOX 70
BLACKFOOT, ID 83221

Gentlemen:

Enclosed you will find a legal notice which we wish to have published on the dates indicated (once a week for two consecutive weekly issues) in your newspaper. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Your cooperation is appreciated.

Please send the affidavit of publication and publication billing to this office before DECEMBER 4, 1989.

Yours truly,

Rita Bodell
Secretary

Encl.

MICROFILMED

MAR 05 1990

NOTICE OF APPLICATION FOR WATER RIGHT

The Following app ^(s) ion(s) have been filed ^(s) appropriate the public
waters of the State of Idaho:

MICROFILMED

MAR 05 1990

27-07482

OLSEN, J. ROGER
21 E. 100 N.
BLACKFOOT, ID 83221

Source: GROUNDWATER

Diversion Pt: SWSE Sec 27 T 02S R 35E

Use: IRRIGATION (1.320 CFS)

Date Filed: 9/25/1989

In: T02S R35E S27 NESE NWSE SWSE SESE

66.0 ACRES TOTAL

RECORDED

MAR 05 1990

The permit(s) will be subject to all prior water rights. Protests may be submitted base the criteria of Sec. 4. A, Idaho Code and/or the new public interest criteria of Sec. 42-203C, Idaho Code. Protests must be filed with the Director, Dept. of Water Resources, 150 Shoup Ave., Suite 15, Idaho Falls, Idaho 83402 on or before DECEMBER 4, 1989.

R. Keith Higginson, Director

Published 11/16/1989 & 11/23/1989

MICROFILMED

MAR 05 1990

RECEIVED

NOV 1 1989

Department of Water Resources
Eastern District Office

October 30, 1989
21 E. 100 N.
Blackfoot, Idaho 83221

Department of Water Resources
Shoup Street
Idaho Falls, Idaho 83401

Gentlemen,

With regards to my well permit pending
for irrigation, on application number
(receipt # E010776), would you please expedite processing
as that the existing water situation from the
canal is critical to the lay of the land. I
may experience severe crop damage with
current canal flows.

I am installing a sprinkler system that
is incompatible with the pumping re-
quirement if mainline lay out is designed
to the canal.

Thank you for any action you can take
in this matter

Regards,
J. Roger Olsen

MICROFILMED

MAR 05 1990