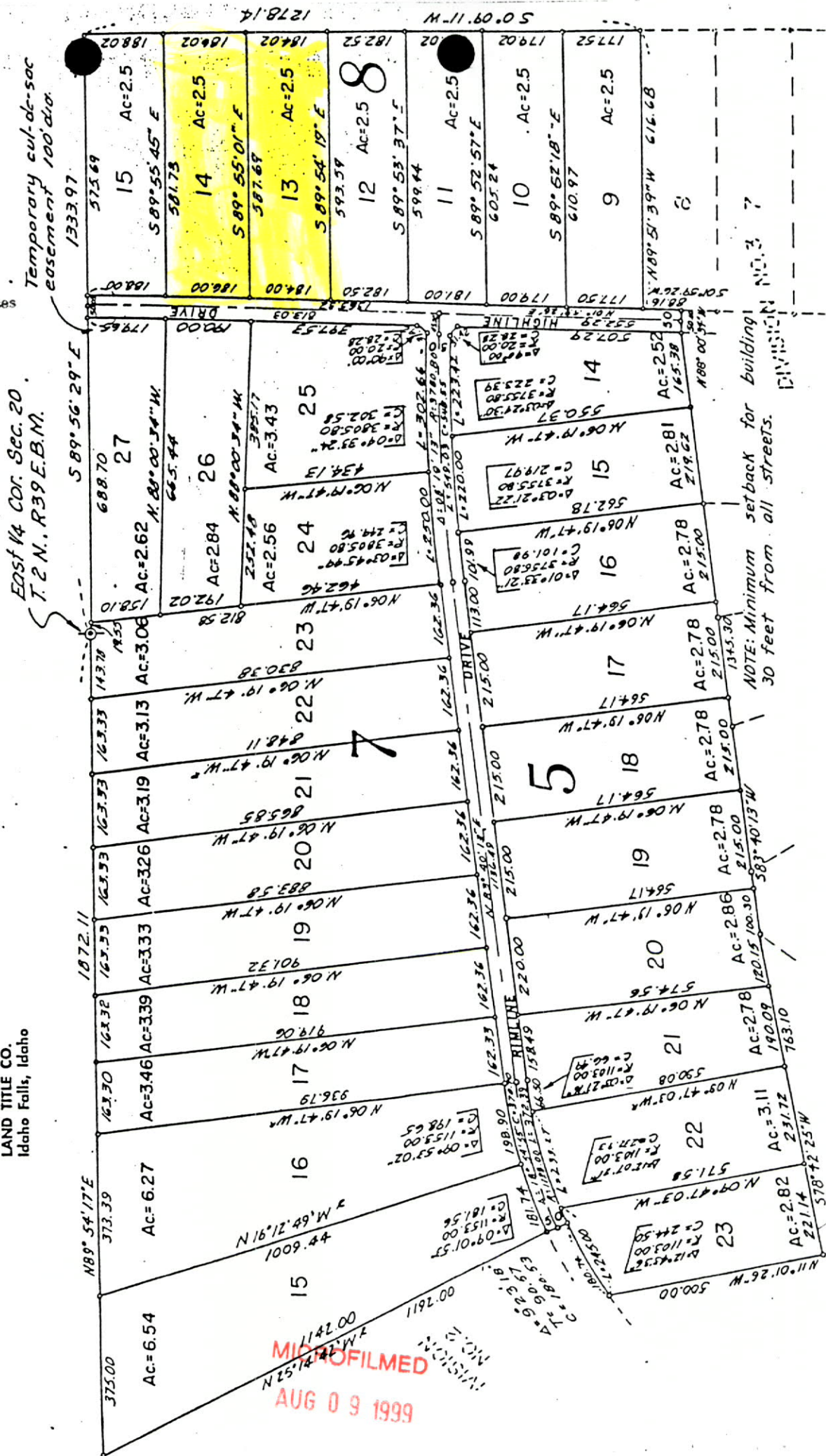


Department of Water Resources
Eastern Region

While this is a photographic reproduction of the recorded plat, the Company assumes no liability for variations, if any, with a re-survey.

LAND TITLE CO.
Idaho Falls, Idaho

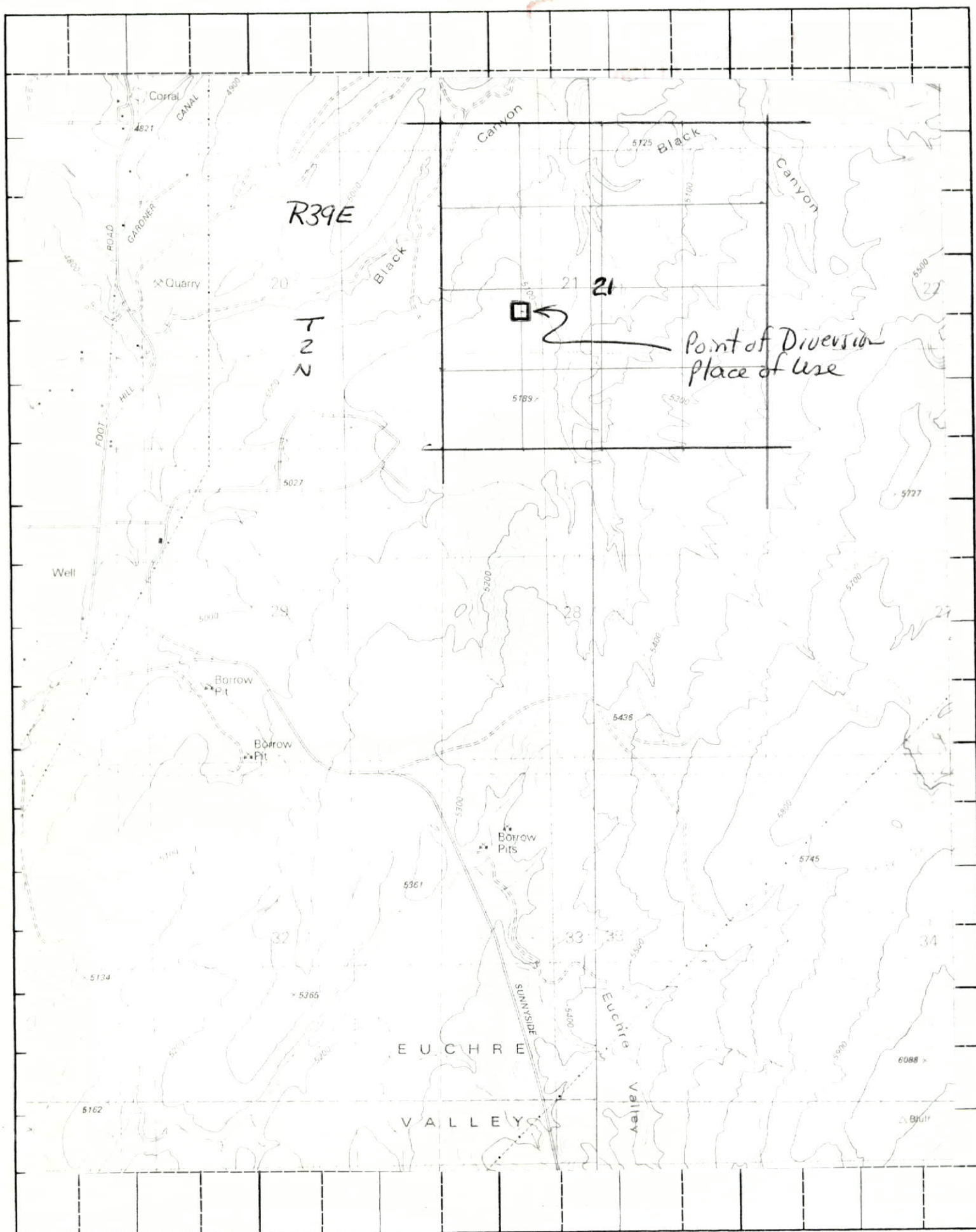
Temporary cul-de-sac
sewerment 100' dia.



NOTE: Minimum setback for building 30 feet from all streets.

114
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N 25° 14' 22" W
AUG 09 1999

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



Scale: 2 inches equal 1 mile.

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

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OCT 11 1989

[Signature]
Applicant)

Proof of Publication
The Post-Register

RECEIVED
MAR 30 1987

Department of Water Resources
Eastern District Office

State of Idaho, }
County of Bonneville } ss

I, J. Robb Brady, first being duly sworn, depose and say: That I am the Principal Clerk of The Post Company, a corporation of Idaho Falls, Bonneville County, Idaho, publishers of The Post-Register, a newspaper of general circulation, published daily, except Saturday, at Idaho Falls, Idaho; said Post-Register being a consolidation of the Idaho Falls Times, established in the year 1890, The Idaho Register, established in the year 1880 and the Idaho Falls Post, established in 1903, such consolidation being made on the 1st day of November, 1931, and each of said newspapers have been published continuously and uninterruptedly, prior to consolidation, for more than seventy-eight (78) weeks and said Post-Register having been published continuously and uninterruptedly from the date of such consolidation, up to and including the last publication of notice hereinafter referred to.

That the notice, of which a copy is hereto attached and made a part of this affidavit, was published in said Post-Register for two consecutive weeks, first publication having been made on the 19th day of March, 1987, last publication having been made on the 26th day of March, 1987, and that the said notice was published in the regular and entire issue of said paper on the respective dates of publication, and that such notice was published in the newspaper and not in a supplement.

Subscribed and sworn to before me, this 27th day of March, 1987.

Notary Public

My commission expires September 30, 1988.

B10

**NOTICE OF APPLICATION
FOR WATER RIGHT**

The following applications have been filed to appropriate the public waters of the State of Idaho:

27-7338

BETLEM, PETER B. &/or KAREN A.
975 HIGHLINE DRIVE, IDAHO FALLS, ID
83401

Source: GROUNDWATER

Date Filed: 12/29/1982

Diversion Pt: NESW NWSW Sec 21 T 02N R 39E

Use: IRRIGATION (0.09 CFS); STOCK-

WATER (0.02 CFS); DOMESTIC (0.04 CFS)

In: NESW NWSW Sec 21 T 02N R 39E FOR 3

ACRES

The permits will be subject to all prior water rights. Protests may be submitted based on the criteria of Sec. 42-203A, 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 April 6, 1987.

Ken Dunn
Director

Published: March 19, 26, 1987

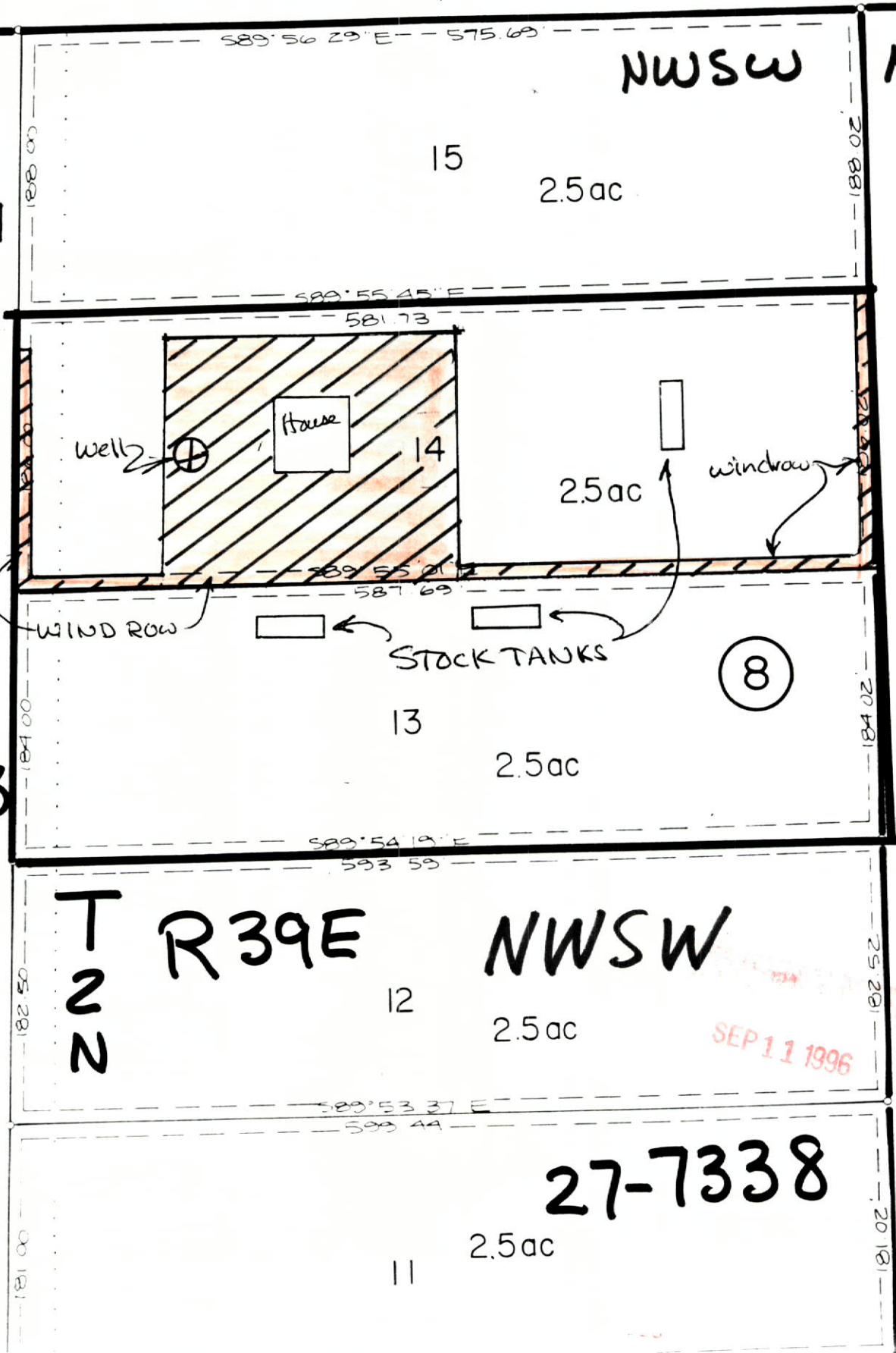
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OCT 11 1989

SW4 • SECTION

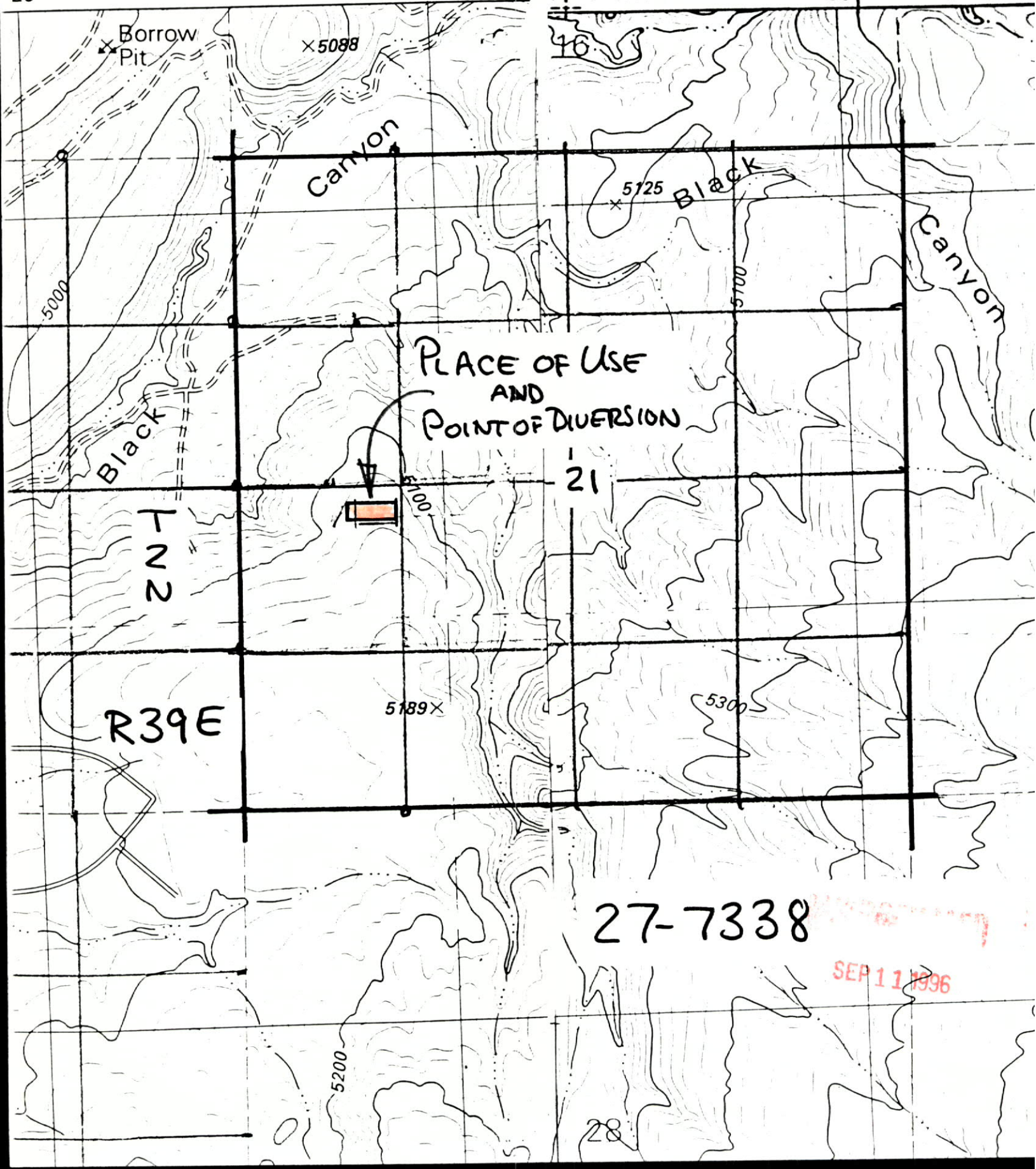
NO INFORMATION

4923



27-7338

SEP 11 1996



27-7338

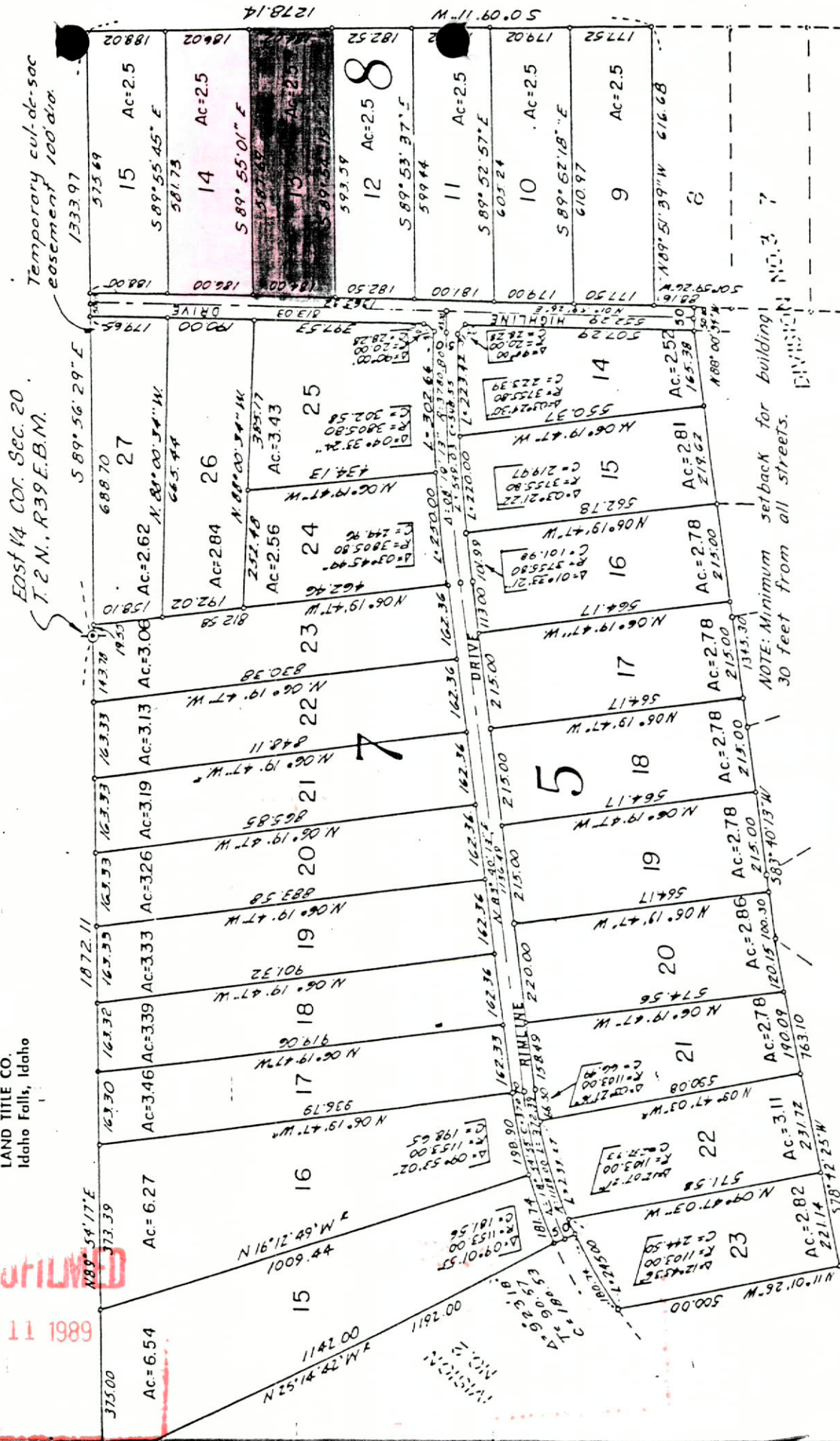
SEP 11 1996

DIVISION NO. 4

BONNEVILLE COUNTY, IDAHO

Part of, SW 1/4 Sec. 21 T. 2 N. R 39 E. B.M.

LAND TITLE CO.
Idaho Falls, Idaho



STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

RECEIVED

JUL - 6 1999

Department of Water Resources

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

RECEIVED

JUN 25 1999

Department of Water Resources
Eastern Region

1. Water Right Number(s) 25-07650
Adjudication Claim Number(s) _____
2. The following REQUIRED information must be submitted with this form.
 - 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 on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant(s) CHARLES MOZZER
975 HIGHLINE DR
4. New Owner/Claimant(s) MARY & RAYMOND VANDOVER
Name connector (Check one): ☒ AND, ☐ OR, ☐ AND/OR
New Mailing Address 1517 ROCK GLEN AVE #102
City, State and ZIP Code GLENDALE, CA 91205
New Telephone Number (818) 241-6783
5. Date you acquired the property 1/22/99
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 actually irrigated _____ Number and type of stock _____
Diversion rate in CFS _____ Number of homes _____ Other uses _____
cubic feet per second
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/Claimant(s) Mary Vandover Date 6/14/99
Raymond Vandover Date 6/14/99
8. (Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)
For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

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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, and, if a required claim for the water right has not been filed, to file the needed claim.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. If you would like any of these brochures, or if you have questions about completing this form, please contact your nearest IDWR office or call 1-800-451-4129.

If you need additional space to describe or explain any of the items on the form, please attach additional sheets to the form as you may require.

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 believe there are water rights for the property but the numbers are unknown, you may wish to call IDWR or come into an office of 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. If the property you have purchased is only a portion of the property owned by the former owner/seller, 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, 222 Shoshone St. E., Twin Falls, ID 83301-6105 (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

LOT 13 AND 14, BLOCK 8, RIMROCK ACRES SUBDIVISION, DIVISION NO. 4,
BONNEVILLE COUNTY, IDAHO, ACCORDING TO THE RECORDED PLAT THEREOF.

RECEIVED
JUN 25 1999

Department of Water Resources
Eastern Region

INSTRUMENT NO. 987429
DATE 7-22-99
INST. CODE 205
IMAGED PGS 1
FEE 3.00
STATE OF IDAHO)
COUNTY OF BONNEVILLE) ss
I hereby certify that the within
instrument was recorded.
Ronald Longmore,
County Recorder
By [Signature] Deputy
Request of _____

39 JAN 22 AM 11 24

BONNEVILLE COUNTY
RECORDER

987429

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

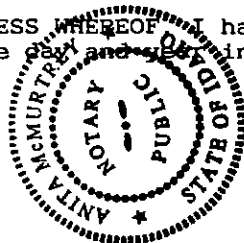
Dated: JANUARY 21,

CHARLES A. MOZZER

STATE OF IDAHO)
) ss:
COUNTY OF BONNEVILLE)

On this 21ST day of JANUARY, 1999, before me the undersigned, personally appeared CHARLES A. MOZZER known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Notary Public for Idaho
Residing at: BLACKFOOT, IDAHO
Commission expires: 5-20-2000

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AUG 09 1999

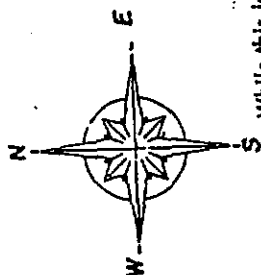
1-44065-M

RIMROCK ACRES SUBDIVISION

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JUN 25 1999

Department of Water Resources
Eastern Region

DIVISION NO. 4
BONNEVILLE COUNTY, IDAHO
Part of SE 1/4 Sec. 20 T. 2N. R39E.B.M.
Part of SW 1/4 Sec. 21 T. 2N. R39E.B.M.

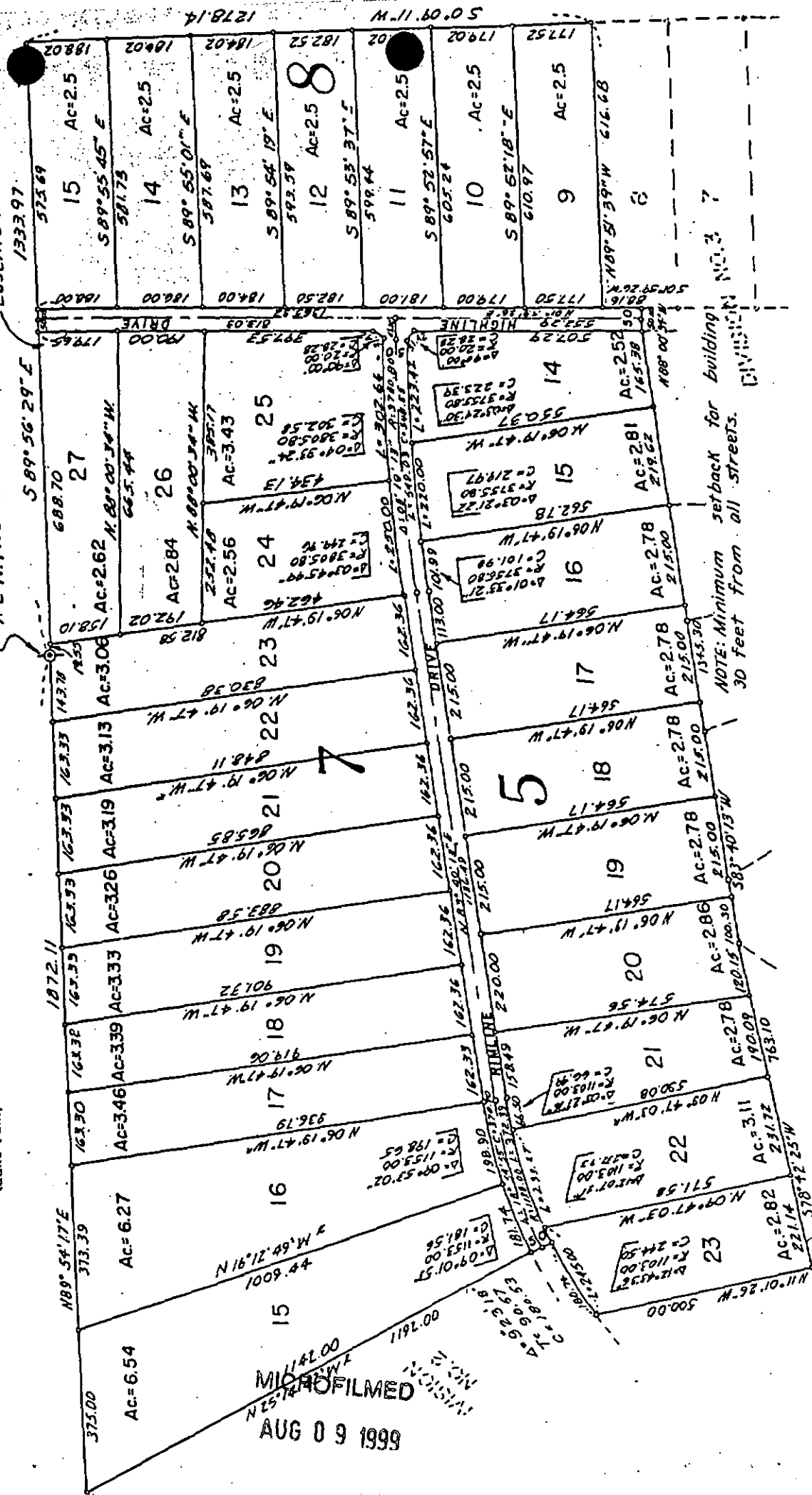


While this is a photographic reproduction of the recorded plat, the Company assumes no liability for variations, if any, with a re-survey.

LAND TITLE CO.
Idaho Falls, Idaho

East 1/4 Cor. Sec. 20
T. 2N. R39E.B.M.

Temporary cul-de-sac
easement 100' dia.



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JUN 25 1999

Department of Water Resources
Eastern Region

[Space Above This Line For Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on January 20, 1999

The grantor is **MARY A VANOVER, wife and husband and RAYMOND J VANOVER, wife and husband**

The trustee is **First American Title Company**

("Borrower").
("Trustee").

The beneficiary is **First Security Bank, N.A.**
which is organized and existing under the laws of **The United States of America**
, and whose address is **P.O. Box 50280**
Idaho Falls, ID 83405

("Lender").

Borrower owes Lender the principal sum of **Fifty Thousand and No/100** -----
-----Dollars (U.S. \$ **50,000.00**). This debt is evidenced by Borrower's
note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the
full debt, if not paid earlier, due and payable on **February 1, 2029**. This
Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest,
and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest,
advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of
Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose,
Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described
property located in **BONNEVILLE** County, Idaho:

**LOT 13 AND 14, BLOCK 8, RIMROCK ACRES SUBDIVISION, DIVISION NO. 4, BONNEVILLE
COUNTY, IDAHO, ACCORDING TO THE RECORDED PLAT THEREOF**

which has the address of **975 HIGHLINE DRIVE**
IDAHO FALLS, Idaho **83401**
(City) (Street) (Zip Code)

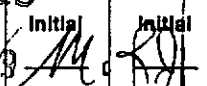
("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements,
appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also
be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the
"Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right
to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.
Borrower warrants and will defend generally ~~the~~ **the** Property against all claims and demands, subject
to any encumbrances of record.

0007351570

AUG 09 1999



IDAHO--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3013

9/90

(page 1 of 6 pages)

DOT101

JUN 25 1999

Department of Water Resources
Eastern Region

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. sec. 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. ~~On the insurance carrier providing the~~

insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

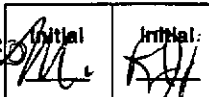
6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to

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JUN 25 1995

maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

AUG 09 1999

RECEIVED

JUN 25 1999

Department of Water Resources
Eastern Region

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

RECEIVED

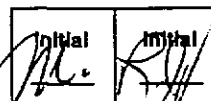
JUN 25 1999

Department of Water Resources
Eastern Region

(page 5 of 6 pages)

MICROFILMED

AUG 09 1999



If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law.

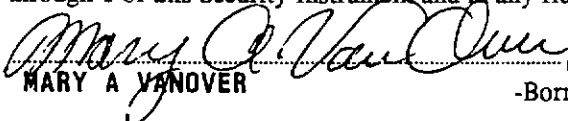
23. **Substitute Trustee.** Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

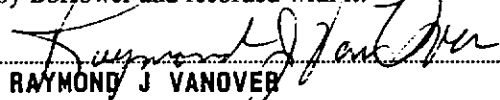
24. **Area and Location of Property.** Either the Property is not more than forty acres in area or the Property is located within an incorporated city or village.

25. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ 1-4 Family Rider |
| ☐ Graduated Payment Rider | ☐ Planned Unit Development Rider | ☐ Biweekly Payment Rider |
| ☐ Balloon Rider | ☐ Rate Improvement Rider | ☐ Second Home Rider |
| ☐ Other(s) [specify] | | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

 (Seal)
MARY A. VANOVER -Borrower

 (Seal)
RAYMOND J. VANOVER -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

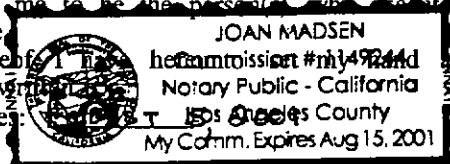
RECEIVED

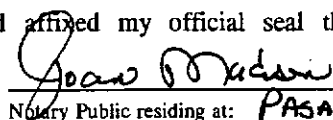
JUN 25 1999

STATE OF ~~IDAHO~~ ^{CALIFORNIA} Los Angeles County ss: _____
On this 20th day of JANUARY, 1999, before me, JOAN MADSEN, Department of Water Resources
a Notary Public in and for said county and state,
personally appeared MARY A. VANOVER and RAYMOND J. VANOVER

known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that 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.
My commission expires: Aug 15, 2001




Notary Public residing at: PASADENA, CA

REQUEST FOR RECONVEYANCE
To Trustee:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

AUG 09 1999

Date: _____

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

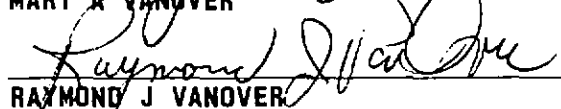
Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.


MARY A. VANOVER (Seal)
-Borrower


RAYMOND J. VANOVER (Seal)
-Borrower

BLAKE MUELLER
BONNEVILLE COUNTY ASSESSOR
605 N CAPITAL AVE
IDAHO FALLS ID 83402

ASSESSMENT NOTICE

1999

PRESORTED
FIRST-CLASS MAIL
U S POSTAGE PAID
IDAHO FALLS ID 83402
PERMIT NO 286

RETURN SERVICE REQUESTED

CATEGORY DESCRIPTION

15 RUR SUB RES

Tax Code
LOTS/ACRES

118-00

MARKET VALUE
17,424

Taxes are based on the
valuation listed on this statement

FOR ANY QUESTIONS
PLEASE NOTIFY THE

ASSESSOR'S OFFICE BEFORE

TOTAL:

MICROFILMED

JUNE 28, 1999

17,424

AUG 09 1999

PARCEL #
RP 049230080130 A

LOT 13, BLOCK 8,
RIMROCK ACRES #4
SW1/4, SEC 21, T 2N, R 39

PROPERTY ADDRESS

1025

S HIGHLINE DR

83401

VALUE:

PRIOR YEAR

17,424

CURRENT YEAR

17,424

Mail To:

VANOVER MARY A &
VANOVER RAYMOND J
975 S HIGHLINE DR
IDAHO FALLS

ID 83401

TAX:

PRIOR YEAR
243.92

ESTIMATED
243.92

See back for details.

DO NOT PAY ESTIMATE

THIS IS NOT A BILL
YOU'LL GET A BILL IN NOVEMBER.

YOUR RIGHT TO APPEAL YOUR PROPERTY VALUE

To appeal your property value, you must file a written form with the county board of equalization (BOE). The form requires you to identify yourself, your property, and the reason for your appeal. You can get the form from your county assessor, clerk or commissioners.

The form must be filed on or before the end of the county's business day on the 4th Monday of June. (For subsequent property rolls, the filing deadline is the 4th Monday of November. For the missed proper-

ty rolls, the filing deadline is the following year's January meeting date for the BOE.) See Idaho Code §63-501A.

If you do not file by the above deadline, you will lose your right to appeal your property value for the current year.

Contact your county assessor to learn more about property tax exemptions or other tax benefit programs.

BOARD OF EQUALIZATION (BOE) DATES AND RESPONSIBILITIES

For equalizing the value of property, granting property tax exemptions, and hearing appeals of value, the board of county commissioners, meeting as the BOE, must meet at least once every month through the 4th Monday of June, and day to day through the 2nd Monday of July.

For subsequent property assessment rolls, the BOE will meet from the 4th Monday of November to the 1st Monday of December. For missed property, the BOE will hear appeals at its January meeting. See Idaho Code §§63-501 and 63-502.

CURRENT YEAR ESTIMATED TAX

The current year estimated tax shown on the front of this card is calculated using this year's property value multiplied by last year's levy rate. It does not include new voter-approved budget overrides or bonds, or changes in property use, parcel splits or other variables that might affect the value or tax.

The actual tax, for which you will be billed in November, will be different than the estimated tax

shown on this notice. Actual taxes will be based on the current year's taxable value multiplied by the current year's levy rate which will not be determined until September after the taxing districts' budgets are completed and final.

Remember to participate in setting district budgets, such as school, city and county budgets. These budgets determine how much tax you pay.

20 529 ~~700~~
1354 #1
ESTED Tax Code

1999

118-00

Tax Code

	MARKET VALUE
100% owned by Mr. A	\$100,000
75% owned by Mr. B	\$75,000
25% owned by Mr. C	\$25,000
Total	\$200,000

$$\begin{array}{r} 17,424 \\ 6,161 \\ \hline 70,931 \end{array}$$

Taxes are based on the valuation listed on this statement
**FOR ANY QUESTIONS
 PLEASE NOTIFY THE
 ASSESSORS OFFICE BEFORE**

TOTAL:
LESS HOMEOWNERS:

94,516
35.466

PARCEL #
RP 049230080140 A

LOT 14, BLOCK 8,
RIMROCK ACRES # 4
SW1/4, SEC 21, T 2N, R 39
PROPERTY ADDRESS 975 S HIGHLINE DR

PROPERTY ADDRESS

PRIOR YEAR

CURRENT YEAR

VALUE:

59,050

59,050

TAX:

PRIOR YEAR
914.74

ESTIMATED
914.74

See back for details.

DO NOT PAY ESTIMATE

Mail To: VANOVER MARY A E
~~MOZZER CHARLES A~~
 VANOVER RAYMOND J
 875 S HIGHLINE DR
 10000 FALLS ID 83401

AUG 09 1999

YOUR RIGHT TO APPEAL YOUR PROPERTY VALUE

To appeal your property value, you must file a written form with the county board of equalization (BOE). The form requires you to identify yourself, your property, and the reason for your appeal. You can get the form from your county assessor, clerk or commissioners.

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For subsequent property assessment rolls, the BOE will meet from the 4th Monday of November to the 1st Monday of December. For missed property, the BOE will hear appeals at its January meeting. See Idaho Code §§63-501 and 63-502.

CURRENT YEAR ESTIMATED TAX

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The actual tax, for which you will be billed in November, will be different than the estimated tax

shown on this notice. Actual taxes will be based on the current year's taxable value multiplied by the current year's levy rate which will not be determined until September after the taxing districts' budgets are completed and final.

Remember to participate in setting district budgets, such as school, city and county budgets. These budgets determine how much tax you pay.

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 25-07650

Priority: December 29, 1982

Maximum Diversion Rate:

0.06 CFS

Maximum Diversion Volume:

4.7 AF

This is to certify, that PETER B BETLEM
KAREN A BETLEM

C/O CHARLES A MOZZER
975 HIGHLINE DR
IDAHO FALLS ID 83401

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated December 29, 1982; and has submitted Proof of Beneficial Use on September 30, 1991. An examination indicates that the works have a diversion capacity of 0.060 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	0.03 CFS	4.0 AF
STOCKWATER	01/01 to 12/31	0.02 CFS	0.1 AF
DOMESTIC	01/01 to 12/31	0.02 CFS	0.6 AF
	Totals	0.06 CFS	4.7 AF

LOCATION OF POINT(S) OF DIVERSION:

NWSW Sec. 21, Township 02N, Range 39E
BONNEVILLE County

PLACE OF USE: IRRIGATION

TWN RGE SEC

02N 39E 21

ACRES

NWSW

1

ACRES

ACRES

TOTAL

1

Total number of acres irrigated:

1

PLACE OF USE:

STOCKWATER, same as IRRIGATION use

PLACE OF USE:

DOMESTIC, same as IRRIGATION use

CONDITIONS OF APPROVAL AND REMARKS

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount which can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.

RECEIVED

SEP 11 1996

State of Idaho
Department of Water Resources**WATER RIGHT LICENSE**

WATER RIGHT NO. 25-07650

CONDITIONS OF APPROVAL AND REMARKS

4. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
5. 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.
6. 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.
7. This right when combined with all other rights shall provide no more than .03 cfs per acre nor more than 4.0 afa per acre for the lands above.
8. Domestic use is for 1 home.
9. Domestic use does not include lawn, garden, landscape, or other types of irrigation.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code.

Witness the seal and signature of the Director, affixed at Boise, this 23RD day of August, 19 96

Acting for

KARL J. DREHER, Director

SEP 11 1996

07/90

For Office Use Only
 Amt. of Fee \$ 50.00
 Date 9-30-91
 Receipt No. C021882
 Received by CH

RECEIVED
 SEP 30 1991

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

PROOF OF BENEFICIAL USE

Department of Water Resources

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.

- Permit No. 27-07338 25-07650 Telephone No. (208) 522-9179
- Name(s) of Permit Holder(s): Peter/Karen Berlem c/o C.A. Mozzen
- Post Office Address: 975 HIGHLINE DR. IDAHO FALLS, ID 83401 or PO Box 3273 ID, ID 83403
- Source of Water: DRILLED WELL
 - If ground water, well driller's name: ANDREW WEN DRILLING Date drilled: 8-62
 - Pump horsepower: 5 Pressure (psi): 55 Dynamic pumping level (ft.): 480 FT.
- Extent of Use:

Domestic <u>1</u> (No. of households)	Irrigation <u>3</u> (No. of acres)
Stockwater <u>4</u> (No. and type of stock) <u>HOUSES</u>	Other _____

6. Total rate and/or volume for which proof is submitted .150 cfs _____ acre/feet

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

Measuring device: Required? Yes XNo Installed? Yes No

OR

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

8. Fee Enclosed: \$ 50.00 (See License Examination Fee Schedule)

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

CHARLES A. MOZZEN
 Name

(208) 522-9179
 Telephone No.

975 HIGHLINE DRIVE IDAHO FALLS, ID 83401
 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.

9-27-91
 Date

C. A. Mozzen
 Signature (and title if on behalf of a company or organization)

NOV 20 1991

State of Idaho
Department of Water Resources

Permit To Appropriate Water

NO. 27-07338

Proposed Priority: December 29, 1982 Maximum Diversion Rate: 0.15 CFS

This is to certify, that **PETER B. BETLEM**
KAREN A. BETLEM
C/O CHARLES A. MOZZER
975 HIGHLINE DRIVE
IDAHO FALLS, ID 83401

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	04/01 to 11/01	0.09 CFS
STOCKWATER	01/01 to 12/31	0.02 CFS
DOMESTIC	01/01 to 12/31	0.04 CFS
Totals		0.15 CFS

LOCATION OF POINT(S) OF DIVERSION:

NESW	Sec. 21, Township 02N, Range 39E
NWSW	Sec. 21, Township 02N, Range 39E
BONNEVILLE County	

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
02N	39E	21	NESW 1	NWSW 2		3
Total number of acres irrigated:						3

PLACE OF USE: STOCKWATER, same as IRRIGATION use
PLACE OF USE: DOMESTIC, same as IRRIGATION use

CONDITIONS/REMARKS:

1. Proof of construction of works and application of water to beneficial use shall be submitted on or before **October 1, 1991**.
2. Subject to all prior water rights.
3. Permit holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
4. 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.
5. 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.
6. Permit holder shall commence the excavation or construction of diverting works within one year of the date this permit is issued and shall proceed diligently until the project is complete.

OCT 11 1989

Permit To Appropriate Water

NO. 27-07338

CONDITIONS/REMARKS:

7. The rate of diversion of water for irrigation under this permit and all other water rights on the same land shall not exceed 0.03 cubic feet per second for each acre of land.
8. Domestic use is for 1 home.

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 October, 1989

R. Keith Higginson
R. Keith Higginson, Director

for

MICROFILMED

OCT 11 1989

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of applicant Peter B. or Karen A. Betlem Phone 523-6032

Post office address 975 Highline Drive, Idaho Falls, Idaho 83401

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

3. Location of point of diversion is NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 21 Township 2N

Range 39E B.M. Bonneville County, additional points of diversion if any: _____

NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 21, T. 2N, R. 39E, B.M.

4. Water will be used for the following purposes:

Amount 0.09 cfs for Irrigation purposes from 4/1 to 11/1 (both dates inclusive)
(cfs or acre-feet per annum)

Amount 0.04 cfs for Domestic purposes from 1/1 to 12/31 (both dates inclusive)
(cfs or acre-feet per annum)

Amount 0.02 cfs for Stockwater purposes from 1/1 to 12/31 (both dates inclusive)
(cfs or acre-feet per annum)

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

5. Total quantity to be appropriated:

a. 0.15 cubic feet per second and/or b. _____ acre-feet per annum.

6. Proposed diverting works:

a. Description of ditches, flumes, pumps, headgates, etc. well, pump, mainline and pressure tank

b. Height of storage dam _____ feet, active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet, materials used in storage dam: _____

Period of year when water will be diverted to storage _____ to _____ inclusive.
(Month/Day) (Month/Day)

c. Proposed well diameter is 8 inches; proposed depth of well is 500 feet.

7. Time required for the completion of the works and application of the water to the proposed beneficial

use is 5 years (minimum 1 year — maximum 5 years).

8. Description of proposed uses:

a. If water is not for irrigation:
(1) Give the place of use of water: NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 21 Township 2N
NW

Range 39E B.M.

(2) Amount of power to be generated: _____ horsepower under _____ feet of head.

(3) List number of each kind of livestock to be watered 4 range cattle, 4 goats

(4) Name of municipality to be served _____, or number of families to be supplied with domestic water One.

(5) If water is to be used for other purposes describe: _____

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

TWP	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
2N	39E	21									1	2							3

Total number of acres to be irrigated 3

c. Describe any other water rights used for the same purposes as described above. None

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

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

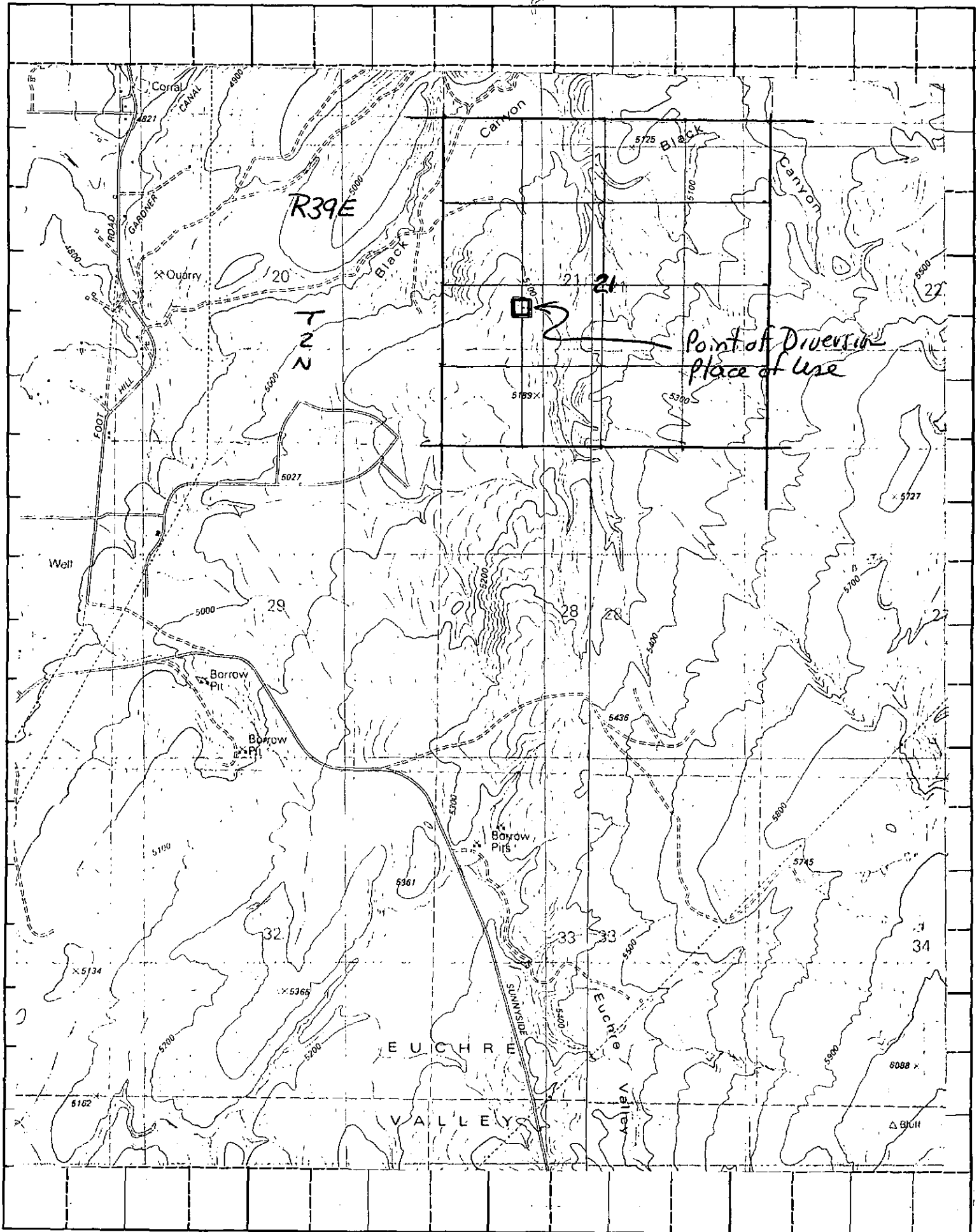
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing

10. Remarks

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OCT 11 1939

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



Scale: 2 inches equal 1 mile.

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

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OCT 11 1989

(Applicant)

Assisted by Kew
Received by Kew Date 12-29-82 Time 0930 hrs
Preliminary check by HWS Fee \$ 30.00 # 23264
Receipted by BP Date 12-29-82
Publication prepared by MJ Date 3-11-87
Published in THE POST REGISTER
Publication dates 3-19 + 3-26-87
Publication approved CW Date 4-2-87
Protests filed by: none

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

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. Other:

RECORDED
OCT 11 1989

Proof of Publication
The Post-Register

RECEIVED
MAR 30 1987

Department of Water Resources
Eastern District Office

State of Idaho, }
County of Bonneville } ss

I, J. Robb Brady, first being duly sworn, depose and say: That I am the Principal Clerk of The Post Company, a corporation of Idaho Falls, Bonneville County, Idaho, publishers of The Post-Register, a newspaper of general circulation, published daily, except Saturday, at Idaho Falls, Idaho; said Post-Register being a consolidation of the Idaho Falls Times, established in the year 1890, The Idaho Register, established in the year 1880 and the Idaho Falls Post, established in 1903, such consolidation being made on the 1st day of November, 1931, and each of said newspapers have been published continuously and uninterruptedly, prior to consolidation, for more than seventy-eight (78) weeks and said Post-Register having been published continuously and uninterruptedly from the date of such consolidation, up to and including the last publication of notice hereinafter referred to.

That the notice, of which a copy is hereto attached and made a part of this affidavit, was published in said Post-Register for . . . two . . . consecutive weeks, first publication having been made on the . . . 19th . . . day of . . . March . . . , 19.87. . , last publication having been made on the . . . 26th . . . day of . . . March . . . , 1987. . , and that the said notice was published in the regular and entire issue of said paper on the respective dates of publication, and that such notice was published in the newspaper and not in a supplement.

Subscribed and sworn to before me, this . . 27th . . day of . . . March . . . , 19.87. .

J. Robb Brady
Donald C. Napier
Notary Public

My commission expires . . September .30., . . . , 19. 88 .

B10

**NOTICE OF APPLICATION
FOR WATER RIGHT**

The following applications have been filed to appropriate the public waters of the State of Idaho:

27-7338

BETLEM, PETER B. &/or KAREN A.
975 HIGHLINE DRIVE, IDAHO FALLS, ID
83401

Source: GROUNDWATER

Date Filed: 12/29/1982

Diversion Pt: NESW NWSW Sec 21 T 02N R

39E

Use: IRRIGATION (0.09 CFS); STOCK-
WATER (0.02 CFS); DOMESTIC (0.04 CFS)

In: NESW NWSW Sec 21 T 02N R 39E FOR 3

ACRES

The permits will be subject to all prior water rights. Protests may be submitted based on the criteria of Sec. 42-203A, 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 April 6, 1987.

Ken Dunn
Director

Published: March 19, 26, 1987

MicroFILMED

OCT 11 1989



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 7, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

RAYMOND VAN OVER
MARY VAN OVER
1517 ROCK GLEN AVE #102
GLENDALE CA 91205

RE: Water Right 25-07650

Dear Mr. & Mrs. VanOver:

The department acknowledges receipt of correspondence changing ownership of the above referenced water right to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records.

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 of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact the department if you have questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "L. Glen Saxton".

for L. GLEN SAXTON, Chief
Water Allocations Bureau

LGS:klt

Enclosure

MICROFILMED

AUG 09 1999



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

August 26, 1996

PETER B BETLEM
KAREN A BETLEM
C/O CHARLES A MOZZER
975 HIGHLINE DR
IDAHO FALLS ID 83401

RE: WATER RIGHT NO. 25-07650

Dear Water Right Holder(s):

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

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.

Sincerely,

Shelley W. Keen
Water Rights Supervisor

SK:ph

Enclosure

SEP 11 1996

MEMORANDUM

TO: File 25-07650

FROM: Sharla

DATE: August 20, 1996

RE: Recommendation Adjustment(s)

The final license recommendations for Right 25-07650 are based on the following.

H. RECOMMENDATIONS

Beneficial Use	Period of Use	Rate of Div	Annual Vol
Irrigation	4/1 - 10/31	0.03 cfs	4.0 afa
Stockwater	1/1 - 12/31	0.02 cfs	0.1 afa
Domestic	1/1 - 12/31	0.02 cfs	0.6 afa

The domestic rate is 0.02 and the annual volume is 0.6 af (standard for in-house use only - the irrigation component covers the yard. The volume for stockwater is calculated as $10 \text{ head} \times 12 \text{ gpd} \times 365/325,850 = 0.1 \text{ af}$).

Examiner: Keith Wilson
Exam date: August 18, 1992

APPROVED
SEP 11 1996

78
14
92

LICENSE REVIEW CHECKLIST

PERMIT NO. 25-07650
~~25-07338~~

DATE 8/19/96

REVIEWER: S H A R L A

NAME Change OK Address Change NO
SOURCE OK Is change clarification of originally intended source? OK
If not, prepare Notice of Intent to Void OK
POINT OF DIV OK Amendment required NO
PLACE OF USE OK Amendment required NO
Does map agree with written description? OK yes OK no

OVERLAPS P/D P/U

RATE OF DIV

Permitted Rate .15 cfs
Fee limit .20 cfs #5000
Measured OK cfs NO MEAS.
Theoretical .06 cfs

Recommended Total Div Rate .06 cfs

ANNUAL VOLUME/ NATURE OF USES

.85 - .92 ac. examiner says
4/1-10/31 season
1.0 ac. OK

Use Stock Volume Calculation 4.0 af
Dom. .1 (10x12x365) af
in house .6 af
SUBTOTAL 4.7 af

Flow rate .06 cfs X 214 days X 1.98 = 25.4 af
Total volume recommended 4.7 af
(SUBTOTAL or Flow Rate, whichever is less)

REMARKS

1/1 home - irrig not incl.

CONDITIONS Watermaster Control WD#

GW Measurement/Measuring Device

RSI Overlap

Use-specific conditions 048,049

Advancement of Priority Date Required OK yes OK no

SRBA Claim Filed N/A
Adjustment Memo Volume

1st Amend Letter N/A
2nd Amend Letter N/A

RECEIVED

JUL 30 1992

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

Department of Water Resources

25-07650

Permit No. ~~27-7338~~

A. GENERAL INFORMATION

1. Owner: Peter B. or Karen A. Bettem Phone No. 522-9179
Current Address: ~~915~~ % Charles A. Mozzer, 975 Highline Dr., Idaho Falls, 83401
2. Accompanied by: Charles A. Mozzer EXAM DATE: 18 Aug 1992
Address: 975 Highline Dr. Idaho Falls, Id 83401 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
			NW	SW	21	2N	39E	Bonneville	On site inspection / County Plat Map

2. Place(s) of Use:

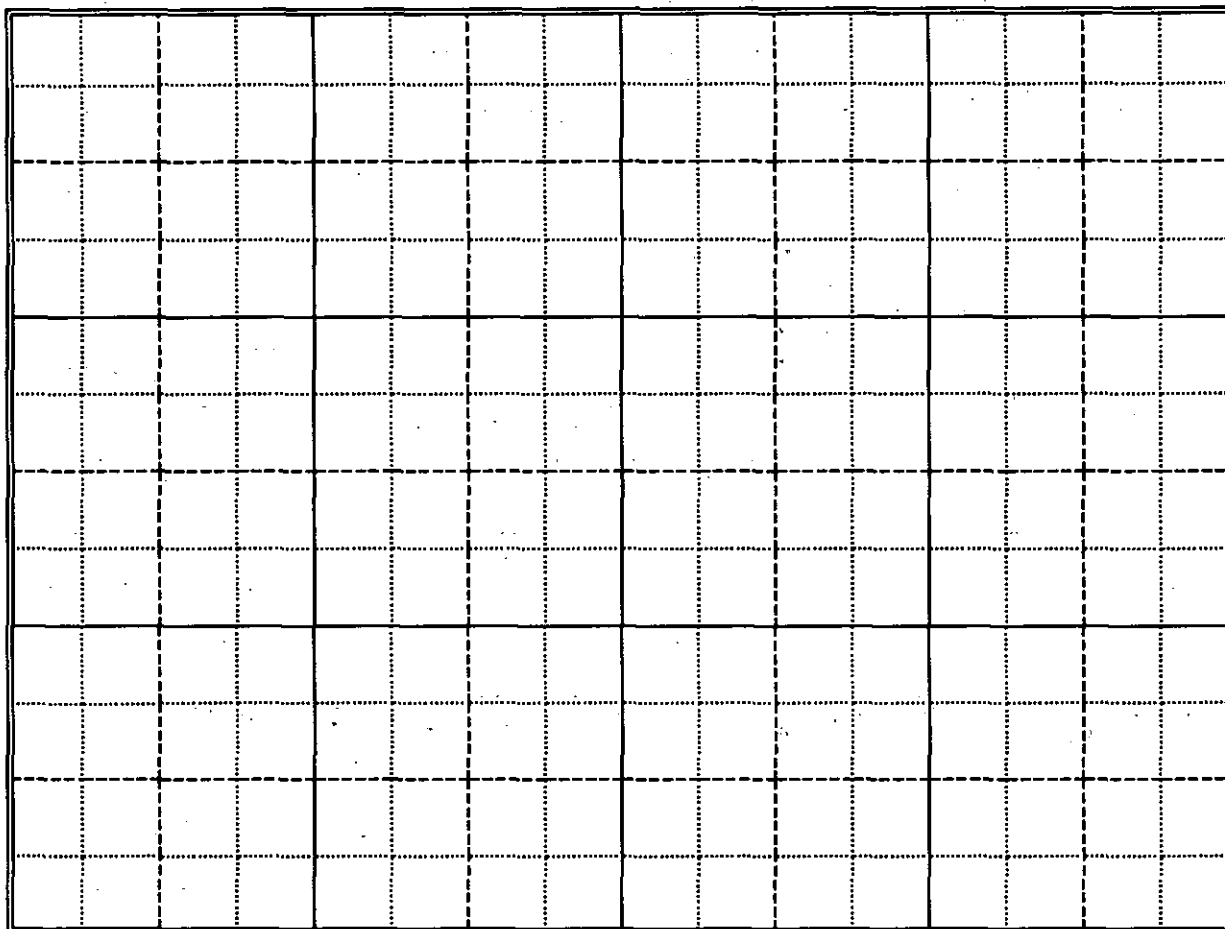
Indicate Method of Determination

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
2N	39E	21									D								
											0.8	kw							0.8 kw
											1								1

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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 Quadrange 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
	Jacuzzi	5	NA		

*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
Theoretical						

2. Measurements: 30-50 psi; yield 170' x 200'
 $\approx$ 430 pumping depth (480' pump - 50' standing)
 Drip system (580' x 8') + (170' x 8') assume $\frac{1}{2}$ (8') = width irrigated is 4'

SEP 11 1996

E. NARRATIVE/REMARKS/COMMENTS

Well pump mainline to single domestic home w/stock troughs
for (10 horses) and irrigation system for yard 170' x 200' and
Windrow (drip irrigation) 580' x 8' and 170' x 8' irrigation system
Assume 8' width only 4' irrigated
Place of Use aka Lot 13 & 14 Block 8, Subdivision #4
Rim Rock Acres

Acres of IRRIGATION = 1 ac

★ NOTE: Water Right Should Be in Basin 25 Not 27

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

APPROVED

SEP 11 1996

F. FLOW CALCULATIONS

Measured Method:

☒ Additional Computation Sheets Attached

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = 1ac \times 4afe = 4afe$$

$$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = 0.03 \times 1.9835 \times 214 = 12.7$$

$$V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} = 4afe$$

2. Volume Calculations for Other Uses:

$$V_{Stock} = 10(0.0134) = 0.17afe = 0.2afe$$

$$V_{Dom} = 1.2afe$$

H. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Annual Volume V (afa)
	From	To		
IRRIGATION	4/1	11/1	0.03	4afe
Stockwater	1/1	12/31	0.02	0.2
Domestic	1/1	12/31	0.04	1.2
Totals:			0.06	

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

Basin 25

I. AUTHENTICATION

Field Examiner's Name

Keith C. Wilson

Date

18 Aug 92

Reviewer

Date

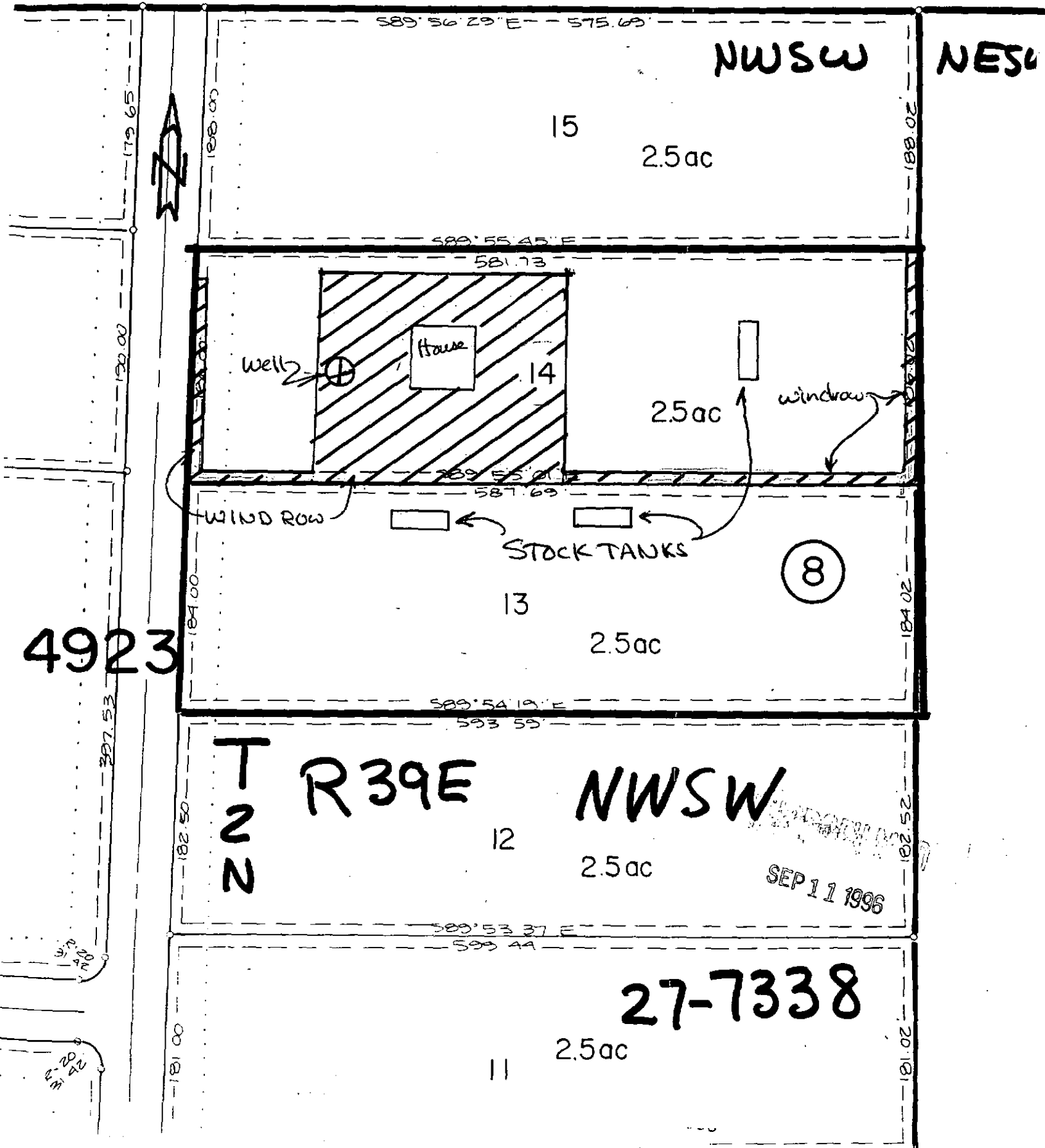
SEAL

WILSON

SEP 11 1996

SW4 SECTION

NO INFORMATION



NW/4 AMMON 15' QUADRANGLE

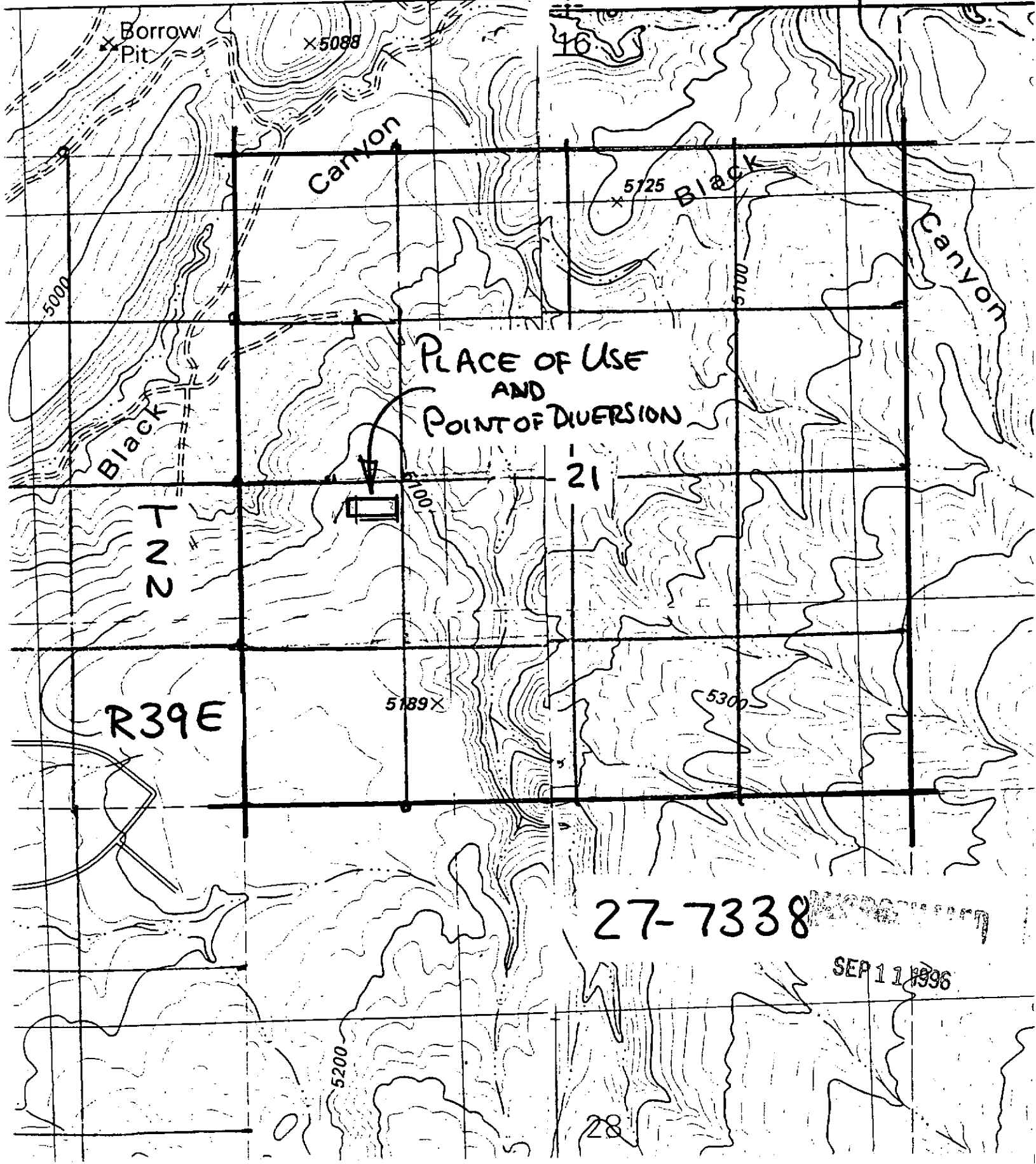
111°5

2'30"

30

IONA 4 M

28



THEORETICAL PUMP FLOW CALCULATIONS

Formula:

$$Q_{cfs} = [(Hp) (8.814) (Eff)] \div [Lift + (psi \times 2.308)]$$

$$\begin{aligned} Hp &= \text{Horsepower} = \underline{5} \\ Eff &= \text{Efficiency} = \underline{70\%} \quad (\text{Usually } 70\%) \\ \text{Lift: } &(\text{Static Level} + \text{Assumed Draw down}) \\ \text{Static Water Level} &= \underline{450} \text{ ft.} \\ \text{Assumed Draw down} &= + \underline{0} \text{ ft.*} \\ \text{Lift} &= \underline{450} \end{aligned}$$

OR

$$\text{Measured Dynamic Water Level} = \underline{\hspace{2cm}} \text{ ft.}$$

$$psi = \text{Operating Pressure} = \underline{30} \text{ psi}$$

$$Q_{cfs} = \left[\frac{5}{Hp} \times 8.814 \times \frac{.70}{eff} \right] \div \left[\frac{450}{Lift} + \left(\frac{30}{psi} \times 2.308 \right) \right]$$

$$Q_{cfs} = \left[\underline{30849} \right] \div \left[\underline{519.24} \right]$$

$$Q_{cfs} = \underline{0.059} \text{ cfs} = 0.06 \text{ cfs}$$

* WITH PUMP SET A 480' assume 30' of water above pump or 450' dynamic pumping depth. Also another well 1/2 mile East has only 400' static water level and the in ground elevation is just slightly higher ($\approx 20'$ according to USGS QUAD MAP) at second well. Assume no draw down.

PERMIT NO. 27-7338

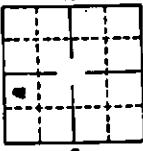
SEP 11 1996

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORTState 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.

USE TYPEWRITER OR

BALLPOINT PEN

DEC 1 1983

1. WELL OWNER Name <u>Bob Foley -- Jay Hammond</u> Address <u>Idaho Falls, Idaho 83401</u> Owner's Permit No. _____		7. WATER LEVEL Static water level <u>450</u> feet below land surface. Flowing? ☐ Yes ☒ No G.P.M. flow _____ Artesian closed-in pressure _____ p.s.i. Controlled by: ☐ Valve ☐ Cap ☐ Plug Temperature _____ °F. Quality <u>Good</u>																																																																																																																														
2. NATURE OF WORK ☒ New well ☐ Deepened ☐ Replacement ☐ Abandoned (describe method of abandoning) _____		8. WELL TEST DATA ☐ Pump ☐ Bailer ☐ Air ☐ Other _____																																																																																																																														
3. PROPOSED USE ☒ Domestic ☐ Irrigation ☐ Test ☐ Municipal ☐ Industrial ☐ Stock ☐ Waste Disposal or Injection ☐ Other _____ (specify type)		<table border="1"><thead><tr><th>Discharge G.P.M.</th><th>Pumping Level</th><th>Hours Pumped</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></tbody></table>		Discharge G.P.M.	Pumping Level	Hours Pumped																																																																																																																										
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4. METHOD DRILLED ☒ Rotary ☐ Air ☐ Hydraulic ☐ Reverse rotary ☐ Cable ☐ Dug ☐ Other _____		9. LITHOLOGIC LOG <table border="1"><thead><tr><th>Hole Diam.</th><th>From</th><th>To</th><th>Material</th><th>Water Yes No</th></tr></thead><tbody><tr><td>10</td><td>0</td><td>15</td><td>Soil</td><td>X</td></tr><tr><td> </td><td>15</td><td>25</td><td>Black Basalt</td><td>X</td></tr><tr><td> </td><td>25</td><td>35</td><td>Broken Basalt</td><td>X</td></tr><tr><td> </td><td>35</td><td>60</td><td>Black Basalt</td><td>X</td></tr><tr><td> </td><td>60</td><td>100</td><td>Soft White Pumice</td><td>X</td></tr><tr><td> </td><td>100</td><td>135</td><td>Brown Pumice</td><td>X</td></tr><tr><td> </td><td>135</td><td>180</td><td>Red Pumice</td><td>X</td></tr><tr><td> </td><td>180</td><td>247</td><td>Brown Pumice</td><td>X</td></tr><tr><td> </td><td>247</td><td>250</td><td>Broken Riolite</td><td>X</td></tr><tr><td> </td><td>250</td><td>290</td><td>Firm Brown Riolite</td><td>X</td></tr><tr><td> </td><td>290</td><td>305</td><td>Broken Riolite</td><td>X</td></tr><tr><td> </td><td>305</td><td>335</td><td>Firm Riolite</td><td>X</td></tr><tr><td> </td><td>335</td><td>356</td><td>Broken Riolite</td><td>X</td></tr><tr><td> </td><td>356</td><td>368</td><td>Firm Riolite</td><td>X</td></tr><tr><td> </td><td>368</td><td>385</td><td>Broken Riolite</td><td>X</td></tr><tr><td> </td><td>385</td><td>446</td><td>Firm Riolite</td><td>X</td></tr><tr><td> </td><td>446</td><td>465</td><td>Chert Rock</td><td>X</td></tr><tr><td> </td><td>465</td><td>470</td><td>Brown Riolite</td><td>X</td></tr><tr><td> </td><td>470</td><td>481</td><td>Firm Riolite</td><td>X</td></tr><tr><td> </td><td>481</td><td>490</td><td>Broken Brown Riolite</td><td>X</td></tr><tr><td> </td><td>490</td><td>521</td><td>Firm Brown Riolite</td><td>X</td></tr><tr><td> </td><td>521</td><td>526</td><td>Broken Riolite</td><td>X</td></tr><tr><td> </td><td>526</td><td>535</td><td>Firm Riolite</td><td>X</td></tr><tr><td> </td><td>535</td><td>560</td><td>Broken Brown Riolite</td><td>X</td></tr></tbody></table>		Hole Diam.	From	To	Material	Water Yes No	10	0	15	Soil	X		15	25	Black Basalt	X		25	35	Broken Basalt	X		35	60	Black Basalt	X		60	100	Soft White Pumice	X		100	135	Brown Pumice	X		135	180	Red Pumice	X		180	247	Brown Pumice	X		247	250	Broken Riolite	X		250	290	Firm Brown Riolite	X		290	305	Broken Riolite	X		305	335	Firm Riolite	X		335	356	Broken Riolite	X		356	368	Firm Riolite	X		368	385	Broken Riolite	X		385	446	Firm Riolite	X		446	465	Chert Rock	X		465	470	Brown Riolite	X		470	481	Firm Riolite	X		481	490	Broken Brown Riolite	X		490	521	Firm Brown Riolite	X		521	526	Broken Riolite	X		526	535	Firm Riolite	X		535	560	Broken Brown Riolite	X
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5. WELL CONSTRUCTION Casing schedule: ☒ Steel ☐ Concrete ☐ Other _____ Thickness <u>.250</u> inches Diameter <u>8</u> inches From <u>1</u> feet To <u>417</u> feet Was casing drive shoe used? ☐ Yes ☒ No Was a packer or seal used? ☐ Yes ☒ No Perforated? ☐ Yes ☒ No How perforated? ☐ Factory ☐ Knife ☐ Torch 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 <u>30+</u> Material used in seal: ☐ Cement grout Bentonite ☒ Pudding clay ☐ Well cuttings 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 _____		10. Work started <u>5-24-79</u> finished <u>6-2-79</u>																																																																																																																														
6. LOCATION OF WELL Sketch map location must agree with written location.  Subdivision Name <u>Rimrock</u> Lot No. <u>14</u> Block No. <u>5</u> County <u>Bonneville</u> <u>NW</u> <u>SW</u> <u>SE</u> <u>NE</u> <u>Sec. 21</u> <u>T. 2</u> <u>R. 39</u> <u>E.W.</u>		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>Andrew Well Drilling</u> Firm No. <u>5</u> Contr. _____ Address <u>1258 East 17th Street</u> Date <u>8-11-79</u> <u>Idaho Falls, Idaho 83401</u> Signed by (Firm Official) _____ and _____ (Operator) <u>John D. ...</u>																																																																																																																														

USE ADDITIONAL SHEETS IF NECESSARY - FORWARD THE WHITE COPY TO THE DEPARTMENT

November 15, 1991

PETER B. BETLEM
KAREN A. BETLEM
C/O CHARLES A. MOZZER
975 HIGHLINE DRIVE
IDAHO FALLS ID 83401

PROOF ACKNOWLEDGMENT LETTER

RE: PERMIT NO. 27-07338

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

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NOV 20 1991

ANALYSIS SHEET
for
PROOF OF BENEFICIAL USE

Permit No. 27-07338

Date 11/14/91

GENERAL CONSIDERATIONS

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

SOURCE OF WATER

yes Surface water source
yes Ground water source
NA Drill permit req'd?
✓ Copy in file? Drill permit no. _____
1962 ✓ Amt paid for drilling permit? _____ Correct?
✓ Well log in file?

LICENSE EXAMINATION FEE

yes Required?
50 Amount submitted?
yes Correct amount?

MEASURING DEVICE

NA Measuring device or access port required?
✓ Installed?
✓ Waiver requested or needed?

DEFICIENCIES OR ACTION ITEMS

approved

PRIORITY CALCULATION

Date proof received	<u>NA</u>	_____
Date proof due	<u>✓</u>	- _____
No. of days late	<u>✓</u>	= _____
Priority date	<u>✓</u>	+ _____
NEW PRIORITY DATE	<u>✓</u>	= _____

138895
July 31, 1991

PETER B. BETLEM
KAREN A. BETLEM
C/O CHARLES A. MOZZER
975 HIGHLINE DRIVE
IDAHO FALLS, ID 83401

PROOF DUE NOTICE

RE: PERMIT NO. 27-07338

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 October 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

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NOV 20 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) 334-7900
October 4, 1989

PETER B. BETLEM
KAREN A. BETLEM
C/O CHARLES A. MOZZER
975 HIGHLINE DRIVE
IDAHO FALLS, ID 83401

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

RE: PERMIT NO. P27-07338

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.

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.

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.

Please note the requirement that as a permit holder you must commence the excavation or construction of diverting works within one year of the date the permit was issued, and you must proceed diligently until the project is completed. The enclosed blue card must be completed and returned to this office as soon as you commence construction, no later than one year from the date the

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OCT 11 1989

permit was approved.

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 into a license.

Sincerely,

A handwritten signature in cursive script that reads "Gary Spackman".

GARY SPACKMAN, Supervisor
Water Right Permits Section

GS: SC
Enclosures

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OCT 11 1989

State of Idaho
Department of Water Resources

APPLICATION FOR PERMIT ANALYSIS SHEET

INITIAL REVIEW BY: HWT

APPLICATION NUMBER: 27 7338

CHECK:

- ☒ Source.
☒ Point of diversion.
☒ County.
☒ Quantity of water and period of use.
☒ Description of diverting works.
☒ Time required for beneficial use of water.
☒ Place of use or acres irrigated.
☒ Map.
☒ Signature.
☒ Fee.
☐ Yes ☒ No Field check required.
☐ Yes ☒ No Critical groundwater area.
☐ Yes ☒ No Request dam safety information. Sent by: _____ Date: _____
☒ Yes ☐ No* In form to receipt.

Field check by: _____

Date: _____

Comments: _____

*REQUEST THE FOLLOWING ADDITIONAL INFORMATION FROM THE APPLICANT: _____

SEND COPIES TO:

- ☐ Idaho State Health Department.
☐ Idaho Fish and Game Department.
☐ Idaho Department of Lands.
☐ U.S. Bureau of Land Management.
☐ U.S. Forest Service.
☐ Other _____

Copies sent by: _____ Date: _____

PROCESSING:

- ☐ Yes ☒ No Platted by: _____ Map No. _____
☐ Yes ☒ No Other rights on same place of use. _____
☒ Yes ☐ No* In form for advertising.
Final date for protests: 4-6-87
☐ Yes ☒ No Protests received. If yes, record information on 4th page of application.

FINAL REGIONAL PROCESSING REVIEW:

- ☒ Affidavit of publication received. Date: 3-30-87
☐ Application published correctly. If not, record action taken: _____
☒ Fee amount, receipt date & number, recorded on application.
☒ Publication dates and paper, recorded on application.
☒ Protests, dates, withdrawal, etc., recorded on application.
☒ Recommendation & initial, recorded on application.
☐ Yes ☒ No Measuring device required.
☐ Yes ☒ No Access port required.
☒ Yes ☒ No Will water be delivered by watermaster? If yes, what district? 01-P05
12-29-82 Date of priority recommended.
Special conditions of approval or cover letter. _____

App. in NON-TRUST area -

allow 2 yrs. for development -

By: HWT

Date: 8-10-87

STATE OFFICE REVIEW:

P23, P05 P17 46 48 49 26

- ☐ See attached sheet for more information.

By: EW

Date: 9/20/89

RECEIVED

AUG 14 1989

MEMORANDUM

TO: FILE 27-7338

FROM: KAY WALKER

RE: NEW OWNERS

DATE: 26-SEP-1989

=====

Pursuant to a telephone conversation with Eric Verner this morning:

The current owners of this application cannot be located. The new owners of the property would like to have a copy of any and all information pertaining to this water right sent to them. The new property owner is:

CHARLES A. MOZZER
975 S. HIGHLAND DR.
IDAHO FALLS, ID 83401

Since the Mozzer's cannot obtain an assignment of the application (due to the disappearance of the Betlem's) it was determined that the application should be processed as normal. With the legal descriptions the way they are (showing both 40 acre tract descriptions), if the land is in either or both the Mozzer's would be covered and would not have to amend the permit prior to licensing. Once licensed the right will become real property and there will be no problem as to who the right holder is.

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OCT 11 1989

FROM ERIC KRIEGER

DATE 5-4-89

TO FILE 27-07338

SUBJECT # VISIT w/ NEW OWNER, CHARLES MOZZER

MR. MOZZER VISITED TODAY TO CHECK ON RIGHTS HE HAS ON PROPERTY HE OWNS. I FOUND APPLICATION FOR PERMIT 27-07338 IN "TO ADVERTISE FILE". I SUGGESTED THAT MR. MOZZER HAVE APPLICATION ASSIGNED TO HIM. HE STATED MR. BETLEM, ORIGINAL OWNER, MAY BE HARD TO LOCATE (~~STILL FOUND~~). MR. MOZZER WILL TRY TO GET AN ASSIGNMENT, BUT IF UNSUCCESSFUL HE WILL FILE A NEW APP. IN HIS NAME.

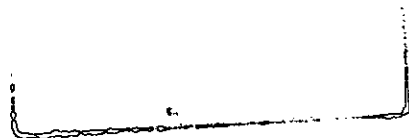


SIGNATURE

SKIP - YOU MAY WANT TO HOLD
ADVERTISING UNTILL MORRIS
SETTLES THIS MATTER -

MILKREITER ✓

OCT 11 1974



RIMROCK ACRES SUBDIVISION

DIVISION NO. 4

BONNEVILLE COUNTY, IDAHO

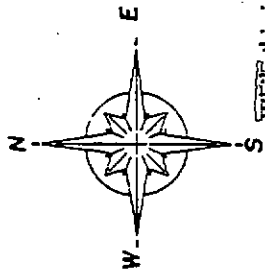
Part of SE 1/4 Sec. 20 T. 2N. R39E.B.M.

Part of SW 1/4 Sec. 21 T. 2N. R39E.B.M.

While this is a photographic reproduction of the recorded plat, the Company assumes no liability for variations, if any, with a re-survey.

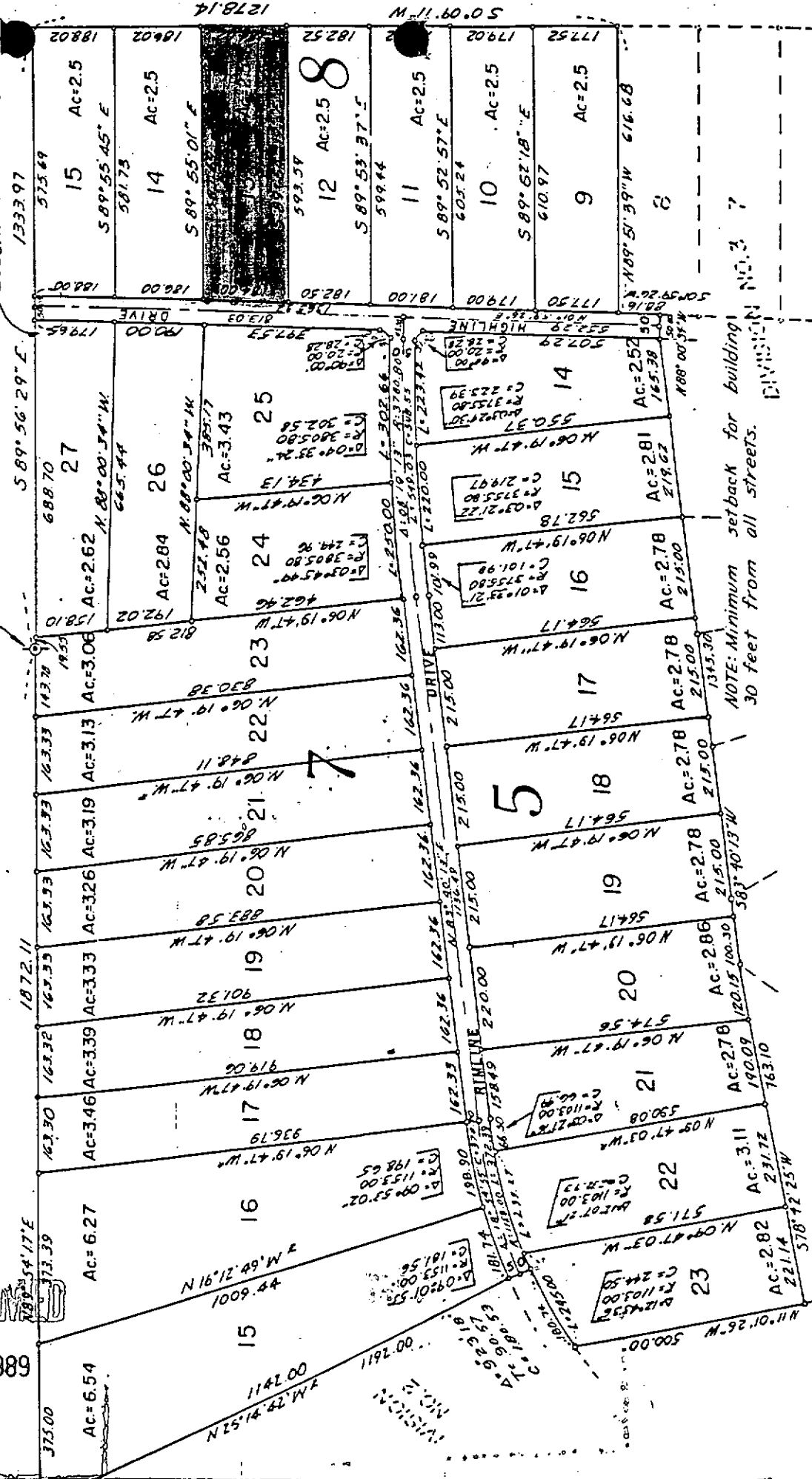
LAND TITLE CO.
Idaho Falls, Idaho

OCT 11 1989



East 1/4 Cor. Sec. 20
T. 2N. R39E.B.M.

Temporary cul-de-sac
Easement 100' dia.



August 5, 1987

Charles Mozzer
975 Highline Drive
Idaho Falls, Idaho 83401

Dear Mr. Mozzer:

Enclosed is a copy of Application for Permit 27-7338 filed by Peter Betlam in December of 1982. This application has been on hold in our regional office pending resolution of the Swan Falls suit between Idaho Power Company and the State of Idaho. Recently, we received notice this application has been released from the suit. We are, therefore, prepared to proceed with administrative action on the application provided there is still some interest in pursuing perfection of the water right.

Mr. Betlam filed the application to secure a water right for water being diverted from the well located on your property. On his application Mr. Betlam requested sufficient water for the irrigation of three acres, culinary water to be used in a single family household and drinking water for stock. Though single family domestic wells are exempt under Idaho Law from having to be registered with the Department of Water Resources, because Mr. Betlam wished to irrigate more than half an acre in conjunction with the household, it was necessary for him to file an application.

If your intended uses from the well are the same as Mr. Betlam's, then the application should be pursued. However, if you intend to irrigate less than half an acre of lawn and garden and limit the domestic water to one household, then the application would not be necessary.

Should you have questions concerning the application or its intent, I will be glad to schedule an appointment with you to discuss the matter. If we have not heard from you within 30 days of the date of this letter, the Department will initiate action to void the application from its records.

Respectfully submitted,

Ernest Carlsen
Water Rights Supervisor

EC/dg
Enclosure

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OCT 11 1989

INTER-DEPARTMENT MEMO — 1

FROM *E. Carlsen*

DATE *13 April 87*

TO *27-7382*

SUBJECT *Swan Berry telephoned to inform me this application would be released from the Swan Falls suit on the 6th Dismissal List. Her office expects to have the list finalized by the end of May.*

SIGNATURE

RECEIVED

OCT 11 1986

April 9, 1987

Ms. Susan Barry
Nelson, Resholt, Robertson, Tolman, & Tucker
P.O. Box 1906
Twin Falls, ID 83303

Dear Ms. Barry:

This office has been appraised of correspondence from Mr. Tom Nelson to Loren Holmes, Southern Regional Manager, stating it was acceptable to process permit applications requesting irrigation of a residential lot of three (3) or less acres. A review of the applications, on file in this office, joined in the Ada County Civil Case #81375, Swan Falls, revealed several that were in accordance with this guideline on irrigation.

Though the applications have been published and are otherwise in proper form for final administrative action they must first be dismissed from Civil Case #81375. To expedite possible dismissal, a copy of the first two pages of each permit application is enclosed for consideration.

We would appreciate being appraised of the decision concerning these applications at your earliest convenience. Additional information is available upon request.

Respectfully submitted,

ERNEST CARLSEN
Water Rights Supervisor

EC:cw
Enclosures

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OCT 11 1989



STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES EASTERN REGION

John V. Evans
Governor

150 Shoup — Suite 15
Idaho Falls, Idaho 83402
(208) 525-7161

A. Kenneth Dunn
Director

March 18, 1987

Peter B. or Karen A. Betlem
975 Highline Drive
Idaho Falls, Idaho 83401

RE: Application for permit no. 27-7338

Dear Water Right Applicant:

The Department of Water Resources acknowledges receipt of your water right application for permit. The application has been assigned identification no. 29-7338. Please refer to this number in all further correspondence.

This office is currently in the process of advertising the application in the The Post Register. The advertisement will be published for two weeks, and a period of ten days following the second publication will be allowed for the submittal of protests.

If the application is protested, you will be sent a copy of the protest. The protest must be resolved before the application is approved or denied. If the protest is not resolved voluntarily, this Department will conduct a conference and/or hearing on the matter.

If the application is not protested, it will be forwarded to our state office in about five weeks. State office personnel will conduct a complete review prior to final processing of the application and will notify you of the outcome of this review. When a permit is issued, you will be sent a copy. A typical processing time for an unprotested application is about eight weeks.

Please feel free to contact this office if you have any questions regarding this procedure.

Sincerely,

Ernest Carlsen
Ernest Carlsen
Assistant Regional Manager

EC/md Enclosure OCT 11 1989

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Charles Mozzer
975 Highline Drive
Helena Falls, Md.
83401

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Eastern District Office
150 Shoup — Suite 15
Idaho Falls, Idaho 83402

TURNED
TO
SENDER
MOVED, LEFT NO ADDRESS

Peter B. or Karen A. Betlem
975 Highline Drive
Idaho Falls, Idaho 83401



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OCT 11 1989

MAR 23 1987

Department of Water Resources
Eastern District Office

March 18, 1987

Peter R. or Karen A. Betlem
975 Highline Drive
Idaho Falls, Idaho 83401

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Please feel free to contact this office if you have any questions regarding this procedure.

Sincerely,

Ernest Carlsen
Assistant Regional Manager

EC/md Enclosure

RECEIVED

OCT 11 1989

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES
Eastern Region

150 Shoup Suite 15
Idaho Falls, Idaho 83402
(208) 525-7161

MARCH 11, 1987

The Post Register
P. O. Box 1800
Idaho Falls, Idaho 83401

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. We have allowed ample time for you to submit a galley proof to this office for review before the first publication date. If you cannot publish the notice on the proposed dates, please contact us immediately.

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

Please send the affidavit of publication and publication billing to this office before APRIL 6, 1987.

Yours truly,

Sec. 12.203C, Idaho Code. Protests must be filed with the

Michele Davis
Office Secretary
Dept. of Water Resources, 150 Shoup Ave., Suite 15,
Idaho Falls, Idaho, 83402 on or before April 6, 1987.

Encl.

Ken Dunn

Director

Published March 19, and March 26, 1987

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OCT 11 1989

NOTICE OF APPLICATION

FOR WATER RIGHT

The following applications have been filed to appropriate
the public waters of the State of Idaho:

27-2338

BETLEM, PETER B. &/or KAREN A.

975 HIGHLINE DRIVE, IDAHO FALLS, ID 83401

Source: GROUNDWATER

Date Filed: 12/29/1982

Diversion Pt: NESW NWSN Sec 21 T 02N R 39E

Use: IRRIGATION	(0.09 CFS)
STOCKWATER	(0.02 CFS)
DOMESTIC	(0.04 CFS)

In: NESW NWSN Sec 21 T 02N R 39E FOR 3 ACRES

The permits will be subject to all prior water rights.
Protests may be submitted based on the criteria of Sec. 42-203A,
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 April 6, 1987.

Ken Dunn

Director

Published March 19, and March 26, 1987

MICROFILMED
OCT 11 1989

MEMORANDUM
TO: REGIONS
FROM: BOB FLEENOR
RE: APPLICATION PROCESSING

RECEIVED

MAR 9 1987

Department of Water Resources
Eastern District Office

ATTACHED IS A LETTER FROM IDAHO POWER COMPANY STATING THAT THEY HAVE NO OBJECTION TO PROCESS APPLICATIONS FOR THREE ACRES OR LESS.

PLEASE REVIEW THE APPLICATION IN YOUR SWAN FALLS HOLD FILE AND PROCESS THOSE THAT ARE FOR THREE ACRES OR LESS.

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OCT 11 1989



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
EASTERN REGION

John V. Evans
Governor

A. Kenneth Dunn
Director

150 Shoup — Suite 15
Idaho Falls, Idaho 83402
(208) 525-7161

August 13, 1985

RE: Application for Permit No. 27-7338

Peter B. Betlem
975 Highline Drive
Idaho Falls, Idaho 83401

Dear Mr. Betlem:

In October of 1984, Idaho Power Company and the State of Idaho signed an agreement stating the Company's water rights would be subordinated to those persons who beneficially used water prior to October 1, 1984, and who filed an application or claim for said use by June 30, 1985.

To insure proper consideration of your application pursuant to the above agreement, follow the directions on the enclosed form and return it to this office when completed. For your benefit in identifying the point of diversion and place of use, included on the form is a description of the major items contained on the application.

Your cooperation in returning the completed form and supplemental documentation will expedite future administrative action on your application when processing of applications above Swan Falls resumes.

Respectfully submitted,

ERNEST CARLSEN
Assistant Regional Supervisor

EC:cw

Enclosure

MICROFILMED

OCT 11 1989

3/79

IDENT. NO.

27 7338

IDAHO DEPARTMENT OF WATER RESOURCES

WATER RIGHT
DATA ENTRY LOG

Initials

Date _____

Item

112

3-19-87

Original form entered

Edit Report Correct

Date Protested

Date of Hearing

Date Approved/Denied
(Proof due date, stage and/or status,
conditions of approval, water district)

Record Verified

Amendment Approved

Extension Approved

Partial Proof

Proof Complete

Field Exam Received

Field Exam Accepted
and changes entered

License Signed

Transfer Approved

Keypunched by State Office