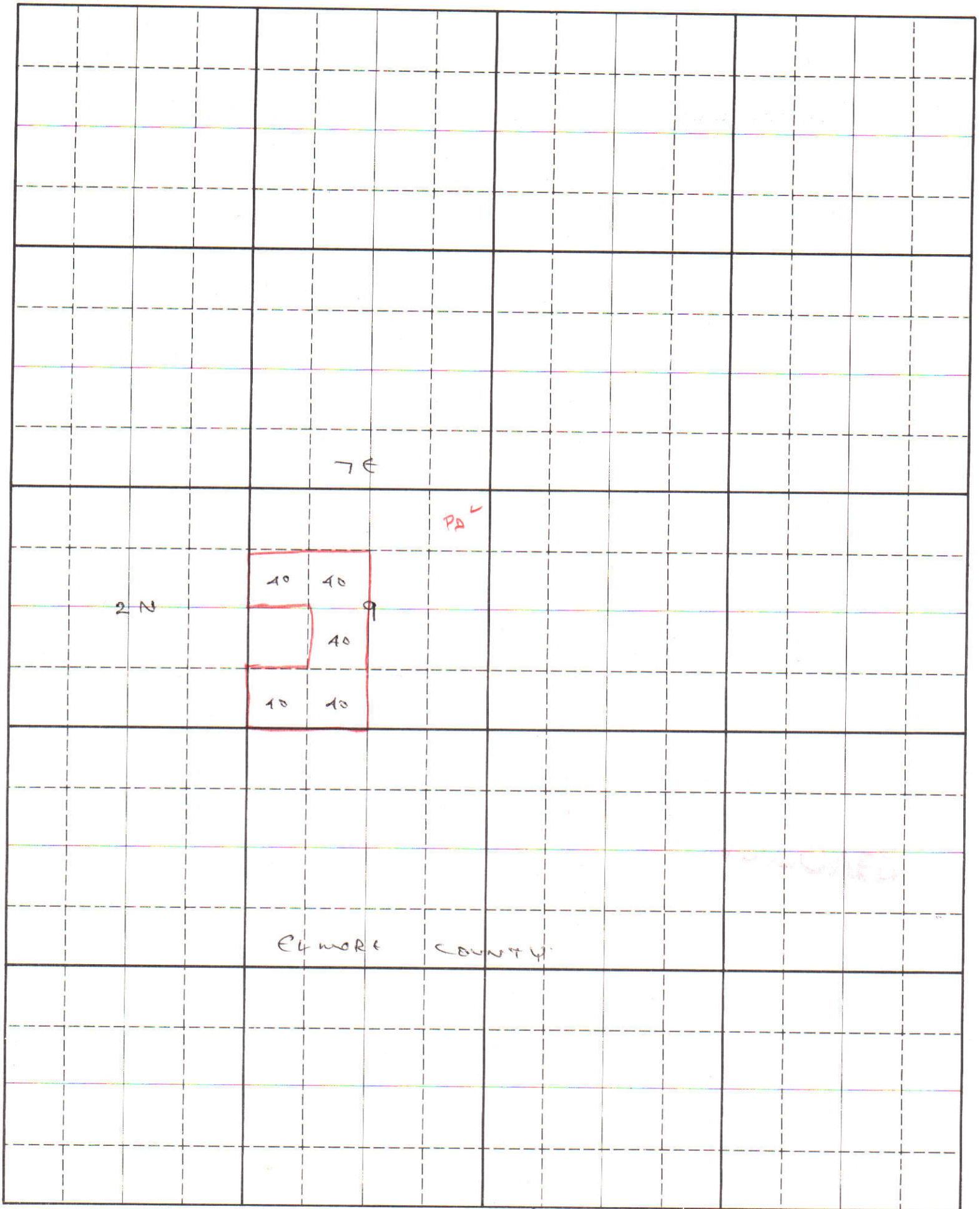


11. Map of proposed project:



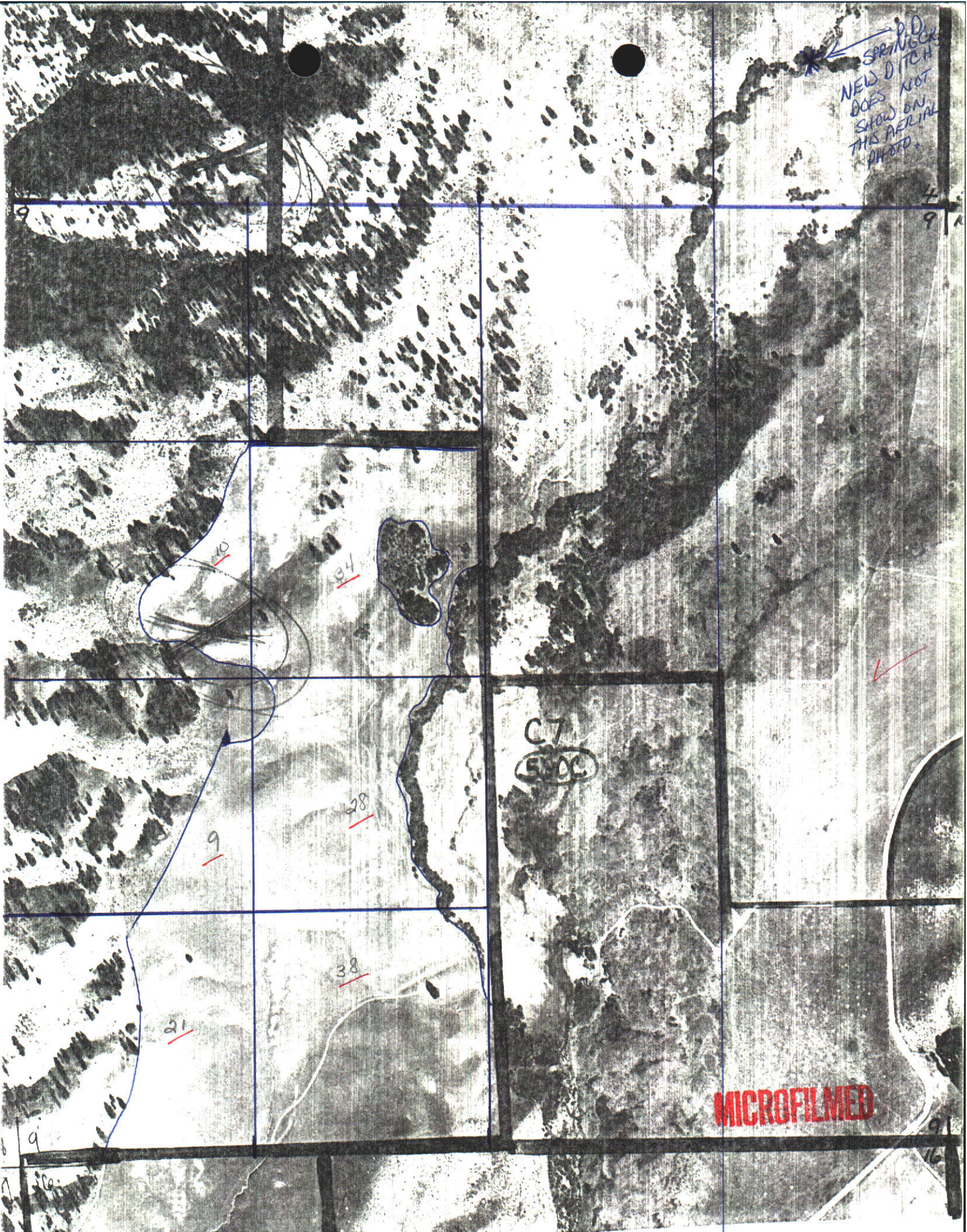
Scale: 2 inches equal 1 mile

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

L. G. Davison & Son
(Applicant)
L. G. Davison

63-7059

P.O.
SPRINGNECK
NEW DITCH
DOES NOT
SHOW ON
THIS AERIAL
PHOTO.



C7
500

MICROFILMED

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

(Late Proof)

License of Water Right No. 63-7059 Priority February 19, 1968 Amount 2.0 cfs

THIS IS TO CERTIFY, that L.G. Davison & Sons
of Mountain Home, Idaho, has complied with the terms and conditions of Permit
No. 63-7059 issued pursuant to Application for Permit dated January 25, 1968,
and has submitted proof to the Department of Water Resources on April 4, 1983,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 4.15 cfs of water from Spring Creek,
tributary to Smith Creek, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
Irrigation	from <u>May 1</u> to <u>September 30</u>	at <u>2.0</u> cfs and	<u>603.0</u> acre feet
	from _____ to _____	at _____ cfs and	
	from _____ to _____	at _____ cfs and	

(both dates inclusive)

Subject, however, to the condition that no more than 2.0 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
603.0 acre feet per year, said waters to be diverted within the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 4,
Twp 2N, Rge 7E in the County of Elmore

Description and location of place of use:

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
2N	7E	9							10	34	28	9	21	38					140

Total number of acres irrigated 140

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CONDITIONS OF APPROVAL

a. Modifications to or variance from this license must be made within the limits of Section 42-222, **Idaho Code**, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

b. The right to the use of the water hereby confirmed is restricted and appurtenant to lands or place of use herein described, and is subject to all prior water rights, as provided by the laws of Idaho.

c. Any water right confirmed in this license for hydropower purposes shall be junior and subordinate to all rights to the use of water, other than hydropower, within the State of Idaho that are initiated later in time than the priority of this license and shall not give rise to any right or claim against any future rights to the use of water other than hydropower, within the State of Idaho initiated later in time than the priority of this license.

A measuring device of a type approved by this Department shall be maintained as a part of the diverting works.

Use of water under this right is subject to control by the watermaster of State Water District No. 63B, Smith Creek.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 10TH day of JANUARY, 19 86.

Acting for the Director

Norman C. Young

STATE OF IDAHO

Licensing

RECEIVED
DEC 4 1985

APPLICATION FOR AMENDMENT OF A PERMIT

Department of Water Resources

To change the point of diversion and/or the place of use.

APPROVED

Comes now L.G. Davison & Sons Phone _____
of (address) 90 Prairie Stage Mtn. Home, ID 83647, and represents to the
Director of the Idaho Department of Water Resources:

That he is the owner and holder of Permit to Appropriate the Public Waters of the State of Idaho
No. 63-7059, and requests that the permit and permit map be changed as follows:

1. Point of diversion: SE 1/4 SE 1/4, Section 4, Township 2N, Range 7E, B.M.,
County of Elmore. Other points of diversion: _____

2. Period and nature of use: (irrigation, domestic, stockwatering, industrial, etc.)
No change

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

3. Place of use or land to be irrigated:

TWP	RGE	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
2N	7E	9							10	34	28	9	21	38					140

Total number of acres to be irrigated = 140

4. a. Who owns the property at the point of diversion? L.G. DAVISON & SONS, INC.
b. Who owns the land to be irrigated or the place of use? L.G. DAVISON & SONS, INC.
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the
applicant to make this filing: None

MICROFILMED

Show 40-acre subdivisions, townships, ranges and ditches.

Not Necessary **MICROFILMED**

[illegible]

Signed at L. H. Garrison (Pres.), this 29 day of November, 1983.
Prairie Oaks 83647 L. H. Garrison (Pres.)
 (Signature)

Acting As Director

Ms.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR EXTENSION OF TIME

State of Idaho)
County of Ada)

Permit No. 63-7059

L. G. Davidson & Sons, Inc. of Prairie Stage, Mountain Home, ID
(name) (address)

State of Idaho, being first duly sworn, upon his oath deposes and says:

That he is the holder, or the duly authorized agent of the holder *, of Permit to
Appropriate the Public Waters of the State of Idaho No. 63-7059.

That under the terms and conditions of said permit, work thereunder was required
to be completed on or before April 1, 1978.

That he has heretofore performed the following work described under said permit:
None, ditch has been surveyed

Costing \$

That he is unable to complete the remainder of the work within the required time for
the following reasons, to-wit: Need right of way from the Forest Service.

Have been in litigation with the forest service since application was filed.

Wherefore, he asks that the Department of Water Resources extend the time for the
completion of obligations under said permit to April 1, 1983.

L. G. Davidson
(signature) *

Subscribed and sworn before me this 26th day of April, 1978.

seal

Catherine L. Weaver
Notary Public residing at
Boise, Id.

My commission expires 6-15-1981

ACTION OF THE DIRECTOR OF THE DEPARTMENT OF WATER RESOURCES

IT IS HEREBY ORDERED that the above application for extension of time be APPROVED
and the time within which to submit proof of beneficial use of water is extended
to April 1, 1983. IT IS FURTHER ORDERED that this permit be REINSTATED and the
priority be advanced to February 19, 1968, pursuant to Sec. 42-218a, Idaho Code.

Witness my hand this 17th day of May, 1978.

A. Glen Saxton
Chief, Operations Bureau

* IF OTHER THAN HOLDER, Power of Attorney must be supplied. Forms are available
through the Department of Water Resources, Statehouse, Boise, Idaho 83720.

ESCROW INSTRUCTIONS & AGREEMENT

Selected Lands in Idaho

Escrow No. _____

Escrow Officer _____

Date _____

LAWYERS TITLE CO. of IDAHO, a Joint Venture, as Trustees and not personally, HEREIN CALLED SELLER,
and L. G. Davison & Sons, Inc.HEREIN CALLED BUYER, whose address is c/o Prairie Stage
Mountain Home, Idaho 83647 Telephone _____
City State Zip Code(who hereby evidence their intention to acquire title as "Joint Tenants with right of Survivorship" _____;
"Tenants in Common" _____; "Sole and Separate" _____), hereby agree to the terms and
conditions contained herein of the real property situated in Elmore County, Idaho described as follows:T 3 N, R 6 E, Boise Meridian
Section 35 NE $\frac{1}{2}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ T 2 N, R 7 E, Boise Meridian
Section 4 E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 5 NE $\frac{1}{2}$, E $\frac{1}{2}$ NW $\frac{1}{4}$ Section 7 N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 8 S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ Section 9 NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 10 W $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 11 E $\frac{1}{2}$ SE $\frac{1}{4}$ Section 14 NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 15 S $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ Section 16 SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 17 N $\frac{1}{2}$ NE $\frac{1}{4}$

T 1 N, R 7 E, Boise Meridian

Section 1 N $\frac{1}{2}$ NE $\frac{1}{4}$, all of NW $\frac{1}{4}$
lying E. of Co. Rd.Section 11 S $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$

T 1 N, R 8 E, Boise Meridian

Section 6 Lots 3 and 4

(as shown on maps used during discussions.

If errors occur in description, corrections
will be made to reflect map delineations)

containing 2,412.19 acres, more or less

TERMS OF SALE AND ESCROW:

Purchase Price \$ 119,000.00* (subject to increase as hereinafter provided), payable as follows:Earnest Deposit \$ none, to be herewith deposited by Buyer with Escrow Agent; andBalance Due \$ 119,000.00 (subject to increase to reflect any increase in Purchase Price), together with and in
addition to Buyer's costs, charges and expenses of sale and escrow, to be deposited by Buyer with Escrow Agent on or before
compliance date to be established as provided herein. Upon close of escrow the purchase price, less Seller's costs, charges
and expenses of sale and escrow account at such time as a formal application for a U.S. Forest Service land exchange is
filed.

* See #13 and #14 on the reverse side of this agreement

EXPENSES OF SALE AND ESCROW

To be paid by Buyer:

Escrow Fee \$ noneTitle Evidence or Title Insurance Fee \$ noneRecording Fees \$ noneOther Fees (specify) _____, \$ noneTo be paid by Seller: Seller will pay all costs of exchange, title Insurance and
escrow fees.

Real Estate Commissions, if any, as set forth on Exhibit A to be attached hereto and by this reference made a part hereof.

CLOSE OF SALE AND ESCROW shall be on or before 30 days after the completion of a U.S. Forest Service land exchange
upon which this sale and escrow is contingent.

BUYER, SELLER and BENEFICIARY understand and agree that:

1. This sale and escrow is for the furtherance of and is contingent upon the consummation of a multi-party land exchange with the U.S. Forest Service or other agency of the United States Government, herein called "U.S. Forest Service land exchange". In this sale and escrow, LAWYERS TITLE CO. of IDAHO, a Joint Venture, as Seller, acts not personally, but only as Title Holder for and pursuant to the directions of FEDERAL LAND EXCHANGE OF NEVADA, INC., a Nevada corporation, title holding agreement beneficiary, whose address is 7045 Third Avenue-Suite #4, Scottsdale, Arizona 85251, herein called "Beneficiary". Said Beneficiary exercises any and all discretionary powers of Seller herein; said Beneficiary shall be solely liable for Seller's obligations hereunder; if applicable, said Beneficiary and not Seller is the developer of the real property which is the subject of this sale and escrow; said Beneficiary and not Seller shall be responsible for the presentment to Buyer of any applicable documents and/or the disclosure to Buyer of any information required by State or Federal statute or regulation.

2. The above reference purchase price is predicated on a per gross acre exchange value tentatively determined by the U.S. Forest Service or United States Government. Prior to consummation of a U.S. Forest Service land exchange upon which this sale and escrow is contingent, the U.S. Forest Service or other governmental agency is empowered under the law to revalue the above described property and to increase the per gross acre exchange value. In the event the above described property is revalued and the tentatively determined per gross acre exchange value is thereby increased, Seller will advise Escrow Agent of an increased purchase price reflecting such increase; thereupon, Escrow Agent will mail notice of said increased purchase price to Buyer at the last address filed in writing by Buyer with Escrow Agent. Buyer shall have 15 days after mailing of said notice in which to accept the higher purchase price, or this sale and escrow shall automatically cancel without liability to any party and all funds deposited by Buyer, including any interest, shall be returned to Buyer.

3. Prior to close of this escrow and without the consent of Buyer, Seller may record ~~any~~ restrictions and/or may grant easements or dedications for utilities, rights-of-way, drainage, and/or roadways necessary to provide ingress and egress for all parcels involved in this or any other contemplated U. S. Forest Service land exchange.

4. At such time as Seller is in a position to proceed with the filing of a formal application for a U. S. Forest Service land exchange, Seller shall set and give Escrow Agent written notice of a compliance date, which shall be no less than 30 days from date thereof, and by which date the Buyer must deposit the balance of the purchase price and comply with the provisions herein. As soon thereafter as practicable, Escrow Agent shall give Buyer, at the last address filed in writing by Buyer with Escrow Agent, written notice of said date by which Buyer must comply. Time shall be of the essence and should Buyer not fully comply by said date, Seller may elect to cancel this escrow by giving written notice thereof to Escrow Agent, who, within three (3) days after receipt thereof, shall deposit in the United States mail to the Buyer, at the last address filed in writing by Buyer with Escrow Agent, a notice which shall contain a demand for compliance with the terms of these Escrow Instructions within thirteen (13) days from the date of the mailing of said notice. In the event Buyer, within said thirteen (13) days, fails to comply with all the terms hereof, this sale and escrow shall be cancelled and the earnest deposit, together with any interest, after payment of fees of Escrow Agent, shall be forfeited as liquidated damages to the beneficiary. Escrow Agent shall accept no payments under demand for compliance except those payments made by cash, certified cashier's check, or money order.

5. Upon close of this sale and escrow, Seller shall convey the above described property to Buyer by deed warranting title only against the acts of the Seller and subject to all taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities which may then appear of record. Any reservations and/or exceptions contained in the patent from the U. S. Government, including but not limited to oil and gas and other mineral reservations, shall be excepted from the description of the above described property.

6. There shall be no proration of any real property taxes, and any and all taxes assessed or levied against the property which is the subject of this sale and escrow subsequent to the consummation of the U. S. Forest Service exchange, shall be Buyer's obligation. Upon close of this sale and escrow, Escrow Agent shall deliver, by recording in the appropriate public offices, all necessary documents; disburse funds pursuant to these instructions; and provide Buyer with title evidence or a standard form policy of title insurance, subject to exceptions as provided for in these Escrow Instructions.

7. If for any reason a U. S. Forest Service land exchange upon which this sale and escrow is contingent cannot be consummated within a reasonable period of time, as determined solely by Seller, then, upon written notice thereof being given to Escrow Agent and Buyer, this sale and escrow shall automatically cancel without liability to any party and all documents and funds (including any interest) shall be returned by Escrow Agent to the party depositing same. Seller agrees to make every reasonable effort to consummate a U. S. Forest Service land exchange. It is anticipated that a U. S. Forest Service land exchange will be consummated or that this sale and escrow will be cancelled within approximately two (2) years from the date of these Escrow Instructions.

8. Buyer shall have no right of action against Seller, Beneficiary, Escrow Agent, Broker or any other party whatsoever as a result of the failure of a U. S. Forest land exchange to take place within the time anticipated or at all, or because other parcels of properties under the control of Beneficiary are acquired in any exchange from the U. S. Forest Service or United States Government in lieu of the above described property.

9. The Parties hereto indemnify and save harmless Escrow Agent against all costs, damages, expenses and liabilities, including attorney's fees which it may incur or sustain in connection with these instructions.

10. Buyer acknowledges that Buyer has been advised that the above named Beneficiary and other persons associated with Beneficiary are or may be licensed and active Real Estate Brokers and Salesmen in the state of Arizona. Further, the buyer understands that the above Beneficiary, or employees of Beneficiary, are dealing with the Buyer as a principal only.

11. These Escrow Instructions are the only Agreement between the parties hereto and there are no other terms, conditions, promises, representations, or understandings, either oral or written, except as specifically set forth herein. No changes in any of the terms and conditions of this sale and escrow shall be binding on any party unless made in writing, signed by all parties and accepted by Escrow Agent.

12. Upon execution by all parties, these Escrow Instructions shall constitute a binding contract for Seller to sell and for Buyer to buy, under the terms and conditions hereof. This contract shall be binding upon the heirs, executors, administrators, successors or assigns of the respective parties hereto.

ADDITIONAL INSTRUCTIONS (if any):

13. This transactions is a part of an agreement that includes lands and a cash equalization payment. This agreement is hereby made a part of the described Offered Land Agreement of the same date and which more fully describes the lands being offered as part payment for the purchase of lands described on the face hereof.

14. The Buyer may elect to pay the cash difference as shown in the "Purchase Price" or elect to substitute additional lands in the Fall Creek area at the rate of not less than \$350 per acre or 92% of the fair market value of the offered lands as determined by the appraisal that is used in the exchange with the Forest Service, whichever is the greatest.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year written above.

SELLER is directed to execute these
Escrow Instructions by
FEDERAL LAND EXCHANGE OF NEVADA, INC.,
a Nevada corporation, Beneficiary

BY: George Lafferty
George Lafferty, Vice President

BUYER:

L. G. Davison & Sons, Inc. 4/16/78
Duly Authorized
L. G. Davison & Sons, Inc.

SELLER:

LAWYERS TITLE COMPANY of IDAHO
a Joint Venture, as Trustee
and not personally

BY: _____



4619 EMERALD
P.O. BOX 9245
PHONE 336-1054
BOISE, IDAHO
ZIP CODE 83704

ESCROW INSTRUCTION & AGREEMENT
Offered Lands in Idaho

Escrow No. _____
Escrow Officer _____
Date _____

_____ L. G. Davison & Sons, Inc. _____ **HEREIN CALLED SELLER**
whose address is c/o Prairie Stage
Mountain Home, Idaho 83647 _____ Telephone _____, and
City State Zip Code

LAWYERS TITLE CO. OF IDAHO, a Joint Venture, as Trustee and not personally, **HEREIN CALLED BUYER**, hereby agree to the terms and conditions contained herein of the real property situated in Blaine County, Idaho, described as follows:

H.E.S. No. 334 situated in sections 34 and 35, T 4 N, R 6 E, and sections 2 and 3, T 3 N, R 6 E, Boise Meridian.
containing 157.81 acres, more or less, and

T 1 N, R 9 E, Boise Meridian

Section 6 N $\frac{1}{2}$ NE $\frac{1}{4}$
Section 8 S $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$
Section 9 W $\frac{1}{2}$ NW $\frac{1}{4}$

T 2 N, R 9 E, Boise Meridian

Section 7 S $\frac{1}{2}$ SW $\frac{1}{4}$
Section 18 N $\frac{1}{2}$ NW $\frac{1}{4}$

containing 180 acres, more or less, and any additions as Seller elects
TERMS OF SALE AND ESCROW: to add under part 14 of Selected Land Agreement.
Sales Price \$ See bill below. Sales price is to be deposited by Buyer prior to close of escrow; and at close of escrow the Sales Price, less all costs, charges and expenses of Seller, is to be paid to Seller.

EXPENSES OF SALE AND ESCROW
To be paid by Seller:

Escrow Fee	\$ <u>none</u>
Title Evidence or Title Insurance Fee	\$ <u>none</u>
Recording Fees	\$ <u>none</u>
Other Fees (specify) _____	\$ <u>none</u>

Federal Land Exchange will pay all costs of exchange.

CLOSE OF SALE AND ESCROW shall be on or before 30 days after the completion of a U.S. Forest Service land exchange upon which this sale and escrow is contingent.

SELLER, BUYER and BENEFICIARY understand and agree that:

1. This sale and escrow is for the furtherance of and is contingent upon the consummation of a multi-party land exchange with the U.S. Forest Service and other agency of the United States Government, herein called "U.S. Forest Service land exchange". In this sale and escrow, **LAWYERS TITLE COMPANY OF IDAHO**, a Joint Venture, as Buyer, acts not personally, but only as Trustee for and pursuant to the directions of the beneficiary, **FEDERAL LAND EXCHANGE OF NEVADA, INC.**, a Nevada corporation, whose address is 7045 Third Avenue, Suite #4, Scottsdale, Arizona 85251, herein called "Beneficiary"; and said Beneficiary exercise any and all discretionary powers of Buyer herein and shall be solely liable for Buyer's obligations hereunder.
2. It shall be the Seller's responsibility to release any and all encumbrances or liens on the above described property on or before close of escrow. Accordingly, Seller hereby instructs Escrow Agent to disburse sufficient funds from the proceeds due Seller at close of escrow to release any and all liens and encumbrances.
3. All property taxes for the year in which this escrow closes, if any, and all property taxes for prior years are the Seller's obligation. Seller understands that the U.S. Forest Service or United States Government will require a deposit for payment of the current year's taxes, if said taxes are not payable at the date this escrow closes. Accordingly, Seller hereby authorizes Escrow Agent to pay any and all taxes which are due and payable and to withhold the required deposit from the proceeds due Seller at close of escrow for the current year's taxes, if said taxes are not yet payable. If funds are withheld as provided above, any excess after payment of current year's taxes will be refunded to Seller.
4. Seller shall within 15 days after date of mailing of written request from Escrow Agent, deliver to Escrow Agent a duly executed warranty deed from Seller to Buyer and any other documents or instruments necessary to effect the sale as set forth in these Escrow Instructions.
5. Seller does hereby authorize Escrow Agent, prior to the close of Escrow, to deliver said warranty deed to Buyer for the purposes of conveying the above described property to the U.S. Forest Service or United States Government, along with the application for a U.S. Forest Service land exchange.
6. Seller shall have full use of the land until a U.S. Forest Service land exchange is consummated.
7. Escrow Agent shall, upon close of this escrow, deliver by recording in the appropriate public offices any necessary documents, disburse funds pursuant to these instructions, and provide for title evidence or title insurance for the U.S. Forest Service or United States Government.
8. If, for any reason, a U.S. Forest Service land exchange cannot be consummated within a reasonable period of time, as determined solely by Buyer, upon written notice thereof being given to Escrow Agent and Seller, this sale and escrow shall automatically cancel without liability to any party. Thereupon all documents and funds shall be returned by Escrow Agent to the party depositing them and Buyer shall reconvey the above-described property to Seller. Buyer agrees to make every reasonable effort to consummate a U.S. Forest Service land exchange. It is anticipated that a U.S. Forest Service land exchange will be consummated or that this sale and escrow will be cancelled within two (2) years from date of these Escrow Instructions.

9. Seller shall have no right of action against Buyer, Beneficiary, Escrow Agent, Broker, if any, or any other party whatsoever as a result of the failure of a U. S. Forest Service land exchange to take place within the time anticipated or at all, or because other properties under the control of Beneficiary are traded to the U. S. Forest Service or United States Government in any exchange in lieu of Seller's property.

10. The parties hereto indemnify and save harmless Escrow Agent against all costs, damages, expenses and liabilities, including attorney's fees which it may incur or sustain in connection with these instructions.

11. Seller acknowledges that Seller has been advised that the above named Beneficiary and other persons associated with Beneficiary are or may be licensed and active Real Estate Brokers and Salesmen in Arizona. Further, Seller understands that the above named Beneficiary or employees of Beneficiary, are dealing with Seller as a Principal only.

12. These Escrow Instructions are the only Agreement between the parties hereto and there are no other terms, conditions, promises, representations, or understandings, either oral or written, except as specifically set forth herein. No changes in any of the terms and conditions of this sale and escrow shall be binding on any party unless made in writing, signed by all parties and accepted by escrow agent.

13. These escrow instructions shall constitute a binding contract for Seller to sell and for Buyer to buy, under the terms and conditions hereof. This contract shall be binding upon the heirs, executors, administrators, successors or assigns of the respective parties hereto.

ADDITIONAL INSTRUCTIONS (if any):

14. This transactions involves lands and cash equalization payment. The Seller (as described in this agreement) may elect to pay up to \$119,000.00 in cash or substitute lands as discussed in part 14 of the Selected Land Agreement. The Selected Land Agreement is hereby made a part of this agreement.

15. The Seller has been informed that exchanges and transactions concerning this agreement must necessarily be made in several parts and he may receive the lands selected and described in the Selected Land Agreement in two or more parts.

16. The description of lands shown on the face may be subject to errors, in which case they will be corrected as agreed by both parties to this agreement. Basically, the lands are those previously discussed and are shown on maps used in the discussions and generally understood by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year written above.

BUYER is directed to execute these
Escrow Instruction by
FEDERAL LAND EXCHANGE OF NEVADA, INC.,
a Nevada corporation, Beneficiary

BY: George J. Jaffee
George Jaffee, Vice President

SELLER:

L.G. Davison (DCL) 4/10/78
Duly Authorized
L.G. Davison & Sons, Inc.

BUYERS:
LAWYERS TITLE COMPANY of IDAHO,
a Joint Venture, as Trustee
and not personally

BY: _____

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION

APPLICATION FOR EXTENSION OF TIME

State of Idaho)
County of _____)

Permit No. 63-7059

L. G. DAVISON & SONS, INC. of Prairie Stage, Mountain Home, Idaho
(name) (address)

State of Idaho, being first duly sworn, upon his oath deposes and says:

That he is the holder, or the duly authorized agent of the holder *, of Permit to appropriate the Public Waters of the State of Idaho No. 63-7059.

That under the terms and conditions of said permit, work thereunder was required to be completed on or before April 1, 19 73.

That he has heretofore performed the following work described under said permit:

Ditch has been surveyed

Costing \$ 100.00

That he is unable to complete the remainder of the work within the required time for the following reasons, to-wit: Awaiting approval of land exchange with forest service.

Wherefore, he asks that the Department of Water Administration extend the time for the completion of obligations under said permit to April 1, 19 78.

L. G. Davison & Sons Inc.
by L. G. Davison
(signature) *

Subscribed and sworn before me this 30 day of March, 19 73.

seal

Kenneth H. Felt
(notary public)

My commission expires May 26, 1974

ACTION OF THE DEPARTMENT OF WATER ADMINISTRATION

I, R. KEITH HIGGINSON, Director of the Idaho Department of Water Administration, State of Idaho, hereby approve the above application for extension of time for Permit No. 63-7059 to April 1, 1978.

Witness my hand this 3rd day of April, 19 73.

R. Keith Higginson
Director

* IF OTHER THAN HOLDER, Power of Attorney must be supplied. Forms are available through the Department of Water Administration, Statehouse - Annex 2, Boise, Idaho, 83707.

63 7059

Identification No.

63-7059

Application No.

42266

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
APPLICATION FOR PERMIT

APPROVED

To Appropriate the Public Waters of the State of Idaho

1. Name of applicant L. G. DAVISON & SONS.
post office address PRAIRIE STAR MOUNTAIN HOME
2. Source of water supply SPRING CREEK which is a tributary of SMITH
3. a. Location of point of diversion is NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 9 Township 2 N
Range 7 E B.M. ELMORE County; additional points of diversion if any: NONE
- b. If water is not consumed, it will be discharged into _____ at a point in _____ $\frac{1}{4}$
of _____ $\frac{1}{4}$ of Section _____ Township _____ Range _____ B.M.
4. Quantity to be appropriated:
a. 2.0 cubic feet per second and/or
b. _____ acre feet per annum will be stored.
5. Water will be used for the following purposes:
IRRIGATION purpose from MAY 1 to SEPT 30 (both dates inclusive)
_____ purpose from _____ to _____ (both dates inclusive)
_____ purpose from _____ to _____ (both dates inclusive)
6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. WOODEN HEAD GATE - GRAVITY IRRIGATION
- b. Height of storage dam _____ feet; active reservoir capacity _____ acre feet; total reservoir capacity _____ acre feet; materials used in storage dam: _____
- c. Proposed well diameter is _____ inches; proposed depth of well is _____ feet.
7. a. Time required for the completion of the works and application of the water to the proposed beneficial use is 5 years.
b. Estimated construction cost is \$ _____.
8. Description of proposed uses:
a. If water is **not** for irrigation:
(1) Give the place of use of water: _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$ of Section _____ Township _____
Range _____ B.M.
(2) Amount of power to be generated: _____ hp under _____ feet of head.
(3) List number of each kind of livestock to be watered _____
(4) Name of municipality to be served _____, or number of families to be supplied with domestic water _____.
(5) If water is to be used for other purposes describe: _____

63-7059

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	7E	9							40	10	40		10	10					200

Total number of acres to be irrigated 200

c. Describe any other water rights used for the same purposes ~~XXXXXX~~

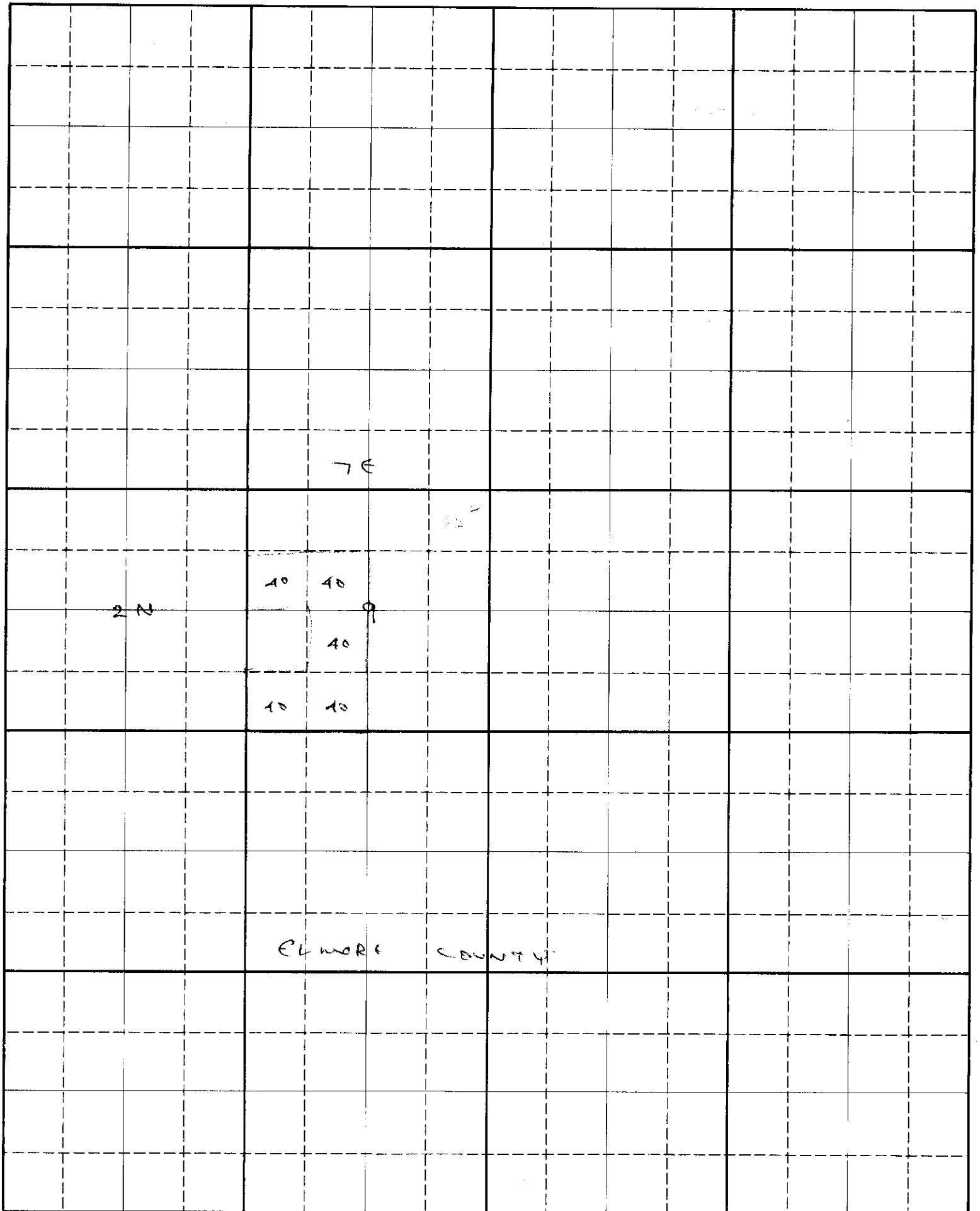
9. a. Who owns the property at the point of diversion APPLICANT

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

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

10. Remarks _____

11. Map of proposed project:



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.

L. G. Davenport
 (Applicant)
L. G. Davenport
 627019

Received by ef Date 1-25-68 Time 4:30pm
Preliminary check by DR Fee \$ 25.00
Receipted by if Date 1-25-68 rec #409 given
Publication prepared by KA Date 1-29-68
Published in Mt. Home News
Publication dates 2-8 and 15-68
Publication approved KA Date 2-5-68
Priority reduced to _____ Reason _____

Protests filed by: none

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

APPROVED

ACTION OF STATE RECLAMATION ENGINEER

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 63-7059, and said application is hereby APPROVED.

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

- a. SUBJECT TO ALL PRIOR WATER RIGHTS.
- b. Proof of construction of works and application of water to beneficial use shall be submitted on or before April 1, 19 73.
- c. Other: Subject to regulation by the watermaster of Smith Creek. The applicant shall permanently install a measuring device of a type approved by the department as part of the diverting works.

2. Denial of said application is for the following reasons: _____

Witness my hand this 22 day of April, 19 68.

R. Keith Higgins
State Reclamation Engineer

CORRECTION NOTICE

Notice is hereby given that the original publication of the legal notice for Application No. 627059 was in error. The land list or place of use should read the S $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, sec. 9, T. 2 N., R. 3 E., S.M.

Any protests against this correction must be filed with the Department of Reclamation within 10 days from the date of this publication.

R. KEITH HIGGINSON
State Reclamation Engineer
Published March 14, 1968.

Affidavit of Publication

County of Elmore }
STATE OF IDAHO } ss.

I, *Lloyd S. Waters* do
solemnly swear that I am the foreman, or
publisher of the

MOUNTAIN HOME NEWS

a weekly newspaper of general circulation,
published once a week at MOUNTAIN HOME,
IDAHO, that the notice attached hereto and
which is a part of the proof of publication
thereof, was published in said newspaper for

..... consecutive weeks, the first publica-
tion having been made on the day

of, 19...., and

the last publication having been made on the

..... 14..... day of *March*....

19*68*....; every Thursday issue of the paper

during the period and time of publication and
that the notice was published in the newspaper
proper and not in a supplement thereof.

And I further swear that the said MOUN-
TAIN HOME NEWS has been continuously and
uninterruptedly published in said Elmore County
during a period of 78 consecutive weeks prior
to the first publication of the attached notice.

Lloyd S. Waters

Subscribed and sworn to me this *14*.....

day of *March*....., 19*68*

Vivian M. Waters
Notary Public

RECEIVED

MAR 18 1968

Department of Reclamation

will submitted 3/18/68

NOTICE OF APPLICATION FOR
WATER

Notice is hereby given that L. G. Davison & Sons, Prairie, State Mountain Home, Idaho has on January 25, 1968 applied for permit to divert 2.0 cubic feet per second of water from Spring Creek, tributary of Smith Creek under application No. 68-7056. Water will be diverted by wooden headgate, and gravity irrigation within the NE 1/4 NE 1/4, sec. 2, T. 2 N, R. 7 E, B.M., Elmore County and is to be used from May 1 to September 30 for irrigation in S 1/4 NW 1/4, NE 1/4 SW 1/4, S 1/2 NW 1/4, sec. 9, T. 7 N, R. 2 E, B.M.

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

R. KEITH HIGGINSON

State Reclamation Engineer

First publication February 8, 1968

Last publication February 26, 1968

Affidavit of Publication

County of Elmore }
STATE OF IDAHO } ss.

I, Floyd S. Waters do
solemnly swear that I am the foreman, or
publisher of the

MOUNTAIN HOME NEWS

a weekly newspaper of general circulation,
published once a week at MOUNTAIN HOME,
IDAHO, that the notice attached hereto and
which is a part of the proof of publication
thereof, was published in said newspaper for

... 2 ... consecutive weeks, the first publica-
tion having been made on the 8th day
of February, 1968, and
the last publication having been made on the
15th day of February,
1968; every Thursday issue of the paper
during the period and time of publication and
that the notice was published in the newspaper
proper and not in a supplement thereof.

And I further swear that the said MOUN-
TAIN HOME NEWS has been continuously and
uninterruptedly published in said Elmore County
during a period of 78 consecutive weeks prior
to the first publication of the attached notice.

Floyd S. Waters
Subscribed and sworn to me this 16th
day of February, 1968.

Edna L. Rietterford
Notary Public

MOUNTAIN HOME NEWS

"All Types Of Printing"

195 So. 3rd East

Phone 587-3331

Mountain Home, Idaho

Zip Code 83647

NOTE: All accounts due and payable 10th of month following invoicing. 8% Service charge on all past due accounts. All collection costs and attorney fees necessary for collection will be added to accounts.

Customer's

Order No.

Date Feb. 15 1968

Sold To

Address

Department of Reclamation

Sold by	Cash	C.O.D.	Charge	Cn Acct.	Wdse. Ref.	Pd. Out	
			L				
QUAN.	DESCRIPTION					PRICE	AMOUNT
	Notice of application for water						
	Application No. 63-7059						7.00
						TAX	
THANK YOU							
Please keep this copy for reference.						TOTAL	29

No. 05765

Rec'd by

Mountain Home News ®

63-7059

Mountain Home News

P. O. Drawer O — Dial 587-3331

MOUNTAIN HOME, IDAHO

Date.....Feb. 15, 1968.....

☆

Department of Reclamation
107 State House
Boise, Idaho 83701

DETACH AND RETURN WITH REMITTANCE

Notice of Application for Water
Application No. 63-7059

\$7.00

I hereby certify the above account to be
correct, services and/or merchandise de-
livered, and payment not received.

Floyd S. Waters

Signature of Claimant

Retain for Your Files
MOUNTAIN HOME NEWS

63-7059

WRR100
63-7059

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHTS PROOF READING REPORT

PAGE 1
4-MAR-1986 20:01:23

01 WATER RIGHT NUMBER - 63-7059 02 OLD (D) NUMBER -

03001 - LAST NAME
L. G. DAVISON & SONS

04001 - FIRST NAME

05001 - ORIG. OWNER
C

06 ADD LINE 1 - C/O PRAIRIE STAGE

07 ADD LINE 2 -

08 ADD LINE 3 -

09 CITY - MOUNTAIN HOME

10 STATE - ID 11 ZIP - 83647

12 STAGE - I LICENSE

13 STATUS -

14001 - SOURCE
SPRING CREEK

15001 - TRIBUTARY OF
SMITH CREEK

16 DIVERSION MEANS - HEADGATE.

17 COUNTY - 39 ELMORE

18 DIVERSION CAPACITY - 4.150

19 TOTAL DIVERSION RATE - 2.000

20 TOTAL DIVERSION VOLUME - 603.00

21 WATER DISTRICT - 63B

----- DIVERSION POINTS -----													
TRACT	SEC	TWN	RNG	LOT	RFLG	S T R E A M I N D E X F I E L D S							
22001 - SESE	23001 - 04	24001 - 02N	25001 - 07E	26001 -	27001 -								
			28001 - 0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

29 NON-IRRIGATION USE -

----- PLACE OF USE -----							
USE CODE / USE	TWN	RNG	SEC	TRACT	ACRES	LOT	
30001 - 01 IRRIGATION	31001 - 02N	32001 - 07E	33001 - 09	34001 - SNNW	35001 - 10	36001 -	
30002 - 01 IRRIGATION	31002 - 02N	32002 - 07E	33002 - 09	34002 - SENW	35002 - 34	36002 -	
30003 - 01 IRRIGATION	31003 - 02N	32003 - 07E	33003 - 09	34003 - NESW	35003 - 28	36003 -	
30004 - 01 IRRIGATION	31004 - 02N	32004 - 07E	33004 - 09	34004 - NWSW	35004 - 09	36004 -	
30005 - 01 IRRIGATION	31005 - 02N	32005 - 07E	33005 - 09	34005 - SWSW	35005 - 21	36005 -	
30006 - 01 IRRIGATION	31006 - 02N	32006 - 07E	33006 - 09	34006 - SESW	35006 - 38	36006 -	

TOTAL ACRES: 140

----- WATER USE -----					
PERIOD FROM	PERIOD TO	USE CODE / USE	DIVERSION RATE	DIVERSION VOLUME	
37001 - 0501	38001 - 0930	39001 - 01 IRRIGATION	40001 - 2.000	41001 - 603.00	

42 DECREE PLAINTIFF NAME -

43 DECREE DEFENDANT NAME -

44001 - REMARKS

APPROVAL CONDITIONS: 45001 R04
45002 R01

46 OTHER RIGHTS FOR SAME USE -

WRR100
63-7059

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHTS PROOF READING REPORT

PAGE 2
4-MAR-1986 20:01:23

----- D A T E S -----		----- D A T E S -----		----- F L A G S -----	
47	PRIORITY - 19-FEB-1968	55	LICENSE - 10-JAN-1986	63	TRANSFER/AMENDED -
48	PROOF DUE - 1-APR-1983	56	APPL RECEIVED -	64	DLE/CAREY ACT -
49	PROOF MADE - 1-JAN-1900	57	FIELD EXAM MADE -	65	FLAG_1 -
50	APPROVE/DENIED - 22-APR-1968	58	DECREE -	66	FLAG_2 -
51	PROTESTED -	59	START WORK -	67	FLAG_3 -
52	HEARING -	60	ORDER SHOW CAUSE -		
53	VERIFIED -	61	DATE_1 -		
54	LAST UPDATE - 4-MAR-1986	62	DATE_2 -		

28/58
VERIFIED SRC

January 23, 1986

RE: Permit No. 63-7059

L.G. Davison & Sons
c/o Prairie Stage
Mtn. Home, ID 83647

Gentlemen:

Enclosed herewith is a copy of your Water Right License issued on the above referenced permit along with a copy of your approved application for amendment. Also enclosed is Departmental Receipt No. 37341 in the amount of \$20.00.

Should you have any questions regarding these documents, please feel free to contact our office.

Sincerely,

JIM JOHNSON
Water Rights Supervisor

JJ:sc
Enclosures

MICROFILMED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

LICENSING REPORT

RECEIVED

SEP 13 1985

Permit No.

103-7059

1. Measurement Calculations

Department of Water Resources

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

N/A

permit allows 2.0 cfs -

- b) Volume Calculations for Irrigation:

$$\begin{aligned} V_{I.R.} &= (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = 140 \times 4.5 = 630 \text{ af/ann.} \\ V_{D.R.} &= [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = 2 \times 1002.9 \text{ af/ann.} \\ V &= \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} = 602.9 \text{ af/ann.} \end{aligned}$$

$602.98 \approx 603.0$

- c) Volume Calculations for Other Uses:

N/A

2. Overlap Review

- a) Other water rights with same place of use: None ✓

- b) Other water rights with same point of diversion: None ✓

- c) Analysis:

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~~30 day #1 & #3~~

RECOMMENDED AMOUNTS

JIN
(late proof)

4. Permit Holder: L.G. Davison & Sons
Address: %Prairie Stage, Mountain Home, Idaho 83647

- | 6. Beneficial Use | Period of Use
From To | Rate of Diversion
Q (cfs) | Annual Volume
V (afa) |
|-------------------|--|------------------------------|---------------------------------|
| IRRIGATION ✓ | 5/1 ^{OK} 9/30 ^{OK}
(152 days) | 2.0 cfs ✓ | ~~602.9~~
ALLOW 603.0 |

Allowable Maximums:

- 7. Point(s) of Diversion:**

[illegible]

- 8. Place(s) of Use**

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
2N	7E	9							10	34	28	9	21	38					140
Total Acres 140																			

9. Recommended Conditions/Remarks: _____

R04 (63-B, Smith Creek)
R01

- ## 10. 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

11. Examiner's Signature Jan Kover Date 1/30/85

Checked in Regional Office by DRT

Approved in State Office by Kay Walker *KW*

Date 1/30/85

Date 9/12/85

Date 9-13-85

November 12, 1985

RE: Permit No. 63-7059

L.G. Davison & Sons
90 Prairie Stage
Mtn. Home, ID 83647

Dear Permit Holders:

On September 16, 1985, we forwarded an amendment to you to be completed to amend this permit to correspond with the findings of the field examiner so that we could issue this license.

As of this date, we have not received this amendment. If we do not receive it within fifteen (15) days, we will assume you no longer have any interest in this permit and cancellation proceedings will begin.

If you have any questions, please contact us.

Sincerely,

JIM JOHNSON
Water Rights Supervisor

JJ:sc

MICROFILMED

September 16, 1985

RE: Permit No. 63-7059

L.G. Davison & Sons
Prairie Stage
Mtn. Home, ID 83647

Dear Permit Holder(s):

A representative of this Department made an examination of the works covered by your Permit No. 63-7059 and has found the following:

Amount of water that can be recognized as beneficially used
under Idaho law: 2.0 cfs Source: Spring Creek trib to
Smith Creek

The maximum quantity diverted shall not exceed 603.0 acre feet
per year.

Point(s) of diversion: SESE, Sec. 4, Twp 2N, Rge 7E

Beneficial Use: Irrigation of 140 acres within S1/2NW1/4,
SW1/4, Sec. 9, Twp 2N, Rge 7E

Priority date established: February 19, 1968 (Late Proof)

Conditions (if any): Use of water under this license is subject
to control by the watermaster of State Water District No. 63B,
Smith Creek. A measuring device of a type approved by this
Department shall be maintained as a part of the diverting works.

In order for the Department to issue the above license, it will be necessary for you to amend the permit to correspond with the findings of the field examiner. We are enclosing a partially completed amendment form for your use in this matter.

MICROFILMED

Page 2

Please sign the amendment application and return it to this office along with a \$20.00 filing fee within 30 days in order that we might issue your license as set forth above. If you do not concur with these findings or have any questions, please contact us within the 30-day period.

Sincerely,

JIM JOHNSON
Water Rights Supervisor

JJ:sc
Enclosure

MICROFILMED

RECEIVED
SEP 13 1985

State of Idaho
DEPARTMENT OF WATER
WATER RIGHT BENEFICIAL U

63-7059

L. G. DAVISON AND SON INC.
P/O: SEC 09 TWP 02N RNG 07E
IRRIGATION? Y

CONTACT WITH PERMIT HOLDER

DATE

INITIALS

REMARKS

☐ Appointment letter mailed:

☒ Telephone call made
(List Telephone No. used)

☒ Appointment scheduled for:
(Date, time, location)

6/8/84
888-8991 (Re-Call)
6/12/84
12:00 - Smiths Prairie towards Mtn.
Home - 3 houses all same in a row
on rt. hand side.

EXAMINATION

Date 6/12/84 Accompanied by BILL DAVISON (FATHER & SON)
Source SPRING CK Tributary to SMITH CK. Total Q measured 4.15 cfs
Supp. annubar measurement sheet used? NO

If source is surface water, estimate total flow of source

Methods of measurement 3' REC. WEIR Meets permit requirements? YES
STAFF GAUGE

Measurement calculations:

.57" ON STAFF GAUGE = 4.15 cfs - SEE WATER MEAS. BULL

NO acres x 4.5 cfs/ac = 630 cfs/ann.

2.0 cfs x 1.9835 x 152 acres = 602.9 cfs/ann. < 630 cfs/ann.

WELL/DIV. NO.*	HP	MOTOR MAKE	MOTOR SERIAL NO.	PUMP MAKE	PUMP SERIAL NO.	MEASURING DEVICE TYPE	CONDITION OF MEAS. DEVICE	REMARKS
								N/A - Gravity flow

System Description 42" ALUM. PIPE W/SCREEN FROM CREEK UNDER
CURVERT W/FLOOD IRRIGATION & SOME LATERALS. SUB-IRRIGA-
TION ALSO.

*Code with map on reverse side. Disregard code if only one.

RECOMMENDED AMOUNTS

USE

IRRIGATION - 140 ACRES

Irrigation requirement = 4.5' AFA/Acre

Q (cfs)

V (afa)

FROM

TO

2.0 cfs

602.9 afa

5/1

9/30

Total

2.0 cfs 602.9 afa

Remarks See licensing report - dw 9/13/85

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MAP (Attach Aerial Photo)

[illegible]

SCHEMATIC DIAGRAM OF SYSTEM

(Include distance from pump to measuring device, if applicable.)

Point(s) of diversion: SE 1/4 SE 1/4, SEC. 4, TWP. 2N, RGE. 7E.

Place(s) of Use

[illegible]

Recommended Amendments:

- ☒ Change P.D. as reflected above
☒ Change P.U. as reflected above

- ☐ Add P.D. as reflected above
- ☐ Add P.U. as reflected above

- ☐ None
- ☐ Other

Examiner's Signature

Checked by DRT

Approved by _____

Date _____

Date _____

Date _____

NEW
BOE
SAND
THE

C
300

MICROFILM

9

28

38

21

20

31

Overlap Review for 63-7059
per permit - none
per VAX 9/13/85:

p/d - none
p/u - none

no overlapping rights per VAX -
per micro-fische 9/13/85:

p/d - none
p/u - none.

tw

MICROFILMED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Western Region

Statehouse
Boise, Idaho 83720
(208) 334-2190

APRIL 29, 1983

L. G. DAVISON AND SON INC.
PRAIRE STAGE
MOUNTAIN HOME ID 83647

RE: Permit No. 63-7059

Dear Permit Holder:

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

Before a license can be issued, a field examination must be made by a representative of this department.

A field examiner will contact you to arrange to examine your system.

If you have any questions regarding the field examination, please contact this office by phone at 334-2190 or in person in the third floor State Towers Building, 450 West State Street, Boise.

Sincerely,
s/Judy Pense
Secretary

MICROFILMED

DEPARTMENT OF WATER RESOURCES

The Idaho Department of Water Resources will consider this card a statement that the permit holder(s) has completed development to the extent shown below Permit No. 63-7059.

Name(s) of Permit Holder: L. G. DAVISON & SON INC.

Post Office Address: PRAIRIE Stage

Mc Home 83647 Tel. No. 888-1423
UNIT 2130

Source of Water: Spring Creek

Extent of Use: ☐ Domestic _____ (number of households)
☐ Stockwater _____ (number and type of stock)
☒ Irrigation 200 (acres)
☐ Other _____

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

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

4-4-83
Date

L. G. Davison
Signature of Permit Holder

CONVERSATION MEMORANDUM

DATE 4-4-83

FILE 63-7059

NAME OF PARTY L.G. DAVISON & SON

EMPLOYEE Jim Johnson

RE: Per conversation w/above in reference to my 3-30-1983 letter they elected to submit a proof to beneficial use statement rather than request an extension of time.

The amount of work remaining is to construct about 1/8 mile of ditch to replace a ditch that had already been constructed but proved to be unsuitable because it was too steep and caused too much erosion. They plan to do this in the spring of 1983 and should only take about 1 week.

Since water had actually been previously delivered to irrigate the lands identified under the permit the proof to beneficial use statement is acceptable.

A \$15.00 refund should be made for the extension request.

There should be no advancement in priority date of the permit.

Microfilm

WHITE — State Auditor
 BLUE — Purchasing Copy
 YELLOW — Remittance Advice
 PINK — State Auditor then Agency
 GOLDENROD — Agency Copy
 AGENCY USE

EXPENDITURE VOUCHER

STATE OF IDAHO
 Office of State Auditor

AUDITOR USE

Document No.

Pre-Audit

Date

Warrant No.

1589
Date 4-6-83
Code 19-3002

AGENCY
 NAME:

Department of Water Resources

PAY TO L.G. Davidson
 Prairie Stage
 Mountain Home, Idaho 83647

CHECK ONE:

☒ MISCELLANEOUS EXPENDITURE
☐ STATE CONTRACT

☐ PURCHASE ORDER

☐ MISCELLANEOUS
 ENCUMBRANCE REQUISITION

Encumbrance Reference No.

PAYMENT: ☐ PARTIAL ☐ FINAL

LINE No.	PROGRAM			ACCT.	CLASS		DESCRIPTION (Include Quantity)	COMPLETE ONE		AGENCY USE
	Maj	Min	Ele		Maj	Min		%	LINE AMOUNT	
1	09	20	010	3909	8803		~~XXXX~~ Refund for extension of time request #63-7059		15.00	
TOTAL								100% =	15.00	

NOTE: Final payment must be accompanied by a receiving copy

TO STATE AUDITOR

AUDITOR'S CERTIFICATE

Request is hereby made that a warrant be authorized and drawn in payment of the item or items described above. I hereby certify that the items described were ordered by proper authority; that they are necessary in the public service, that the items have been received and accounted for, and that the account as stated is correct and just.

I hereby certify that the above account is in proper form; that totals carried hereon are correct; that receipts when required by law or regulation of the State Board of Examiners covering items for which reimbursement is asked are submitted herewith; and that there are funds in the state treasury and balances in appropriation accounts out of which the same may be lawfully paid.

Date 4-6-83 Head of Agency or Institution
 N. Russell Bosch

State Auditor

For Office Use Only
Fee Received 15.00
Date 3-11-83
Receipt # 25988

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

REQUEST FOR EXTENSION OF TIME
To provide additional time in which to submit
proof of beneficial use on a water right permit

RECEIVED
MAR 11 1983

Department of Water Resources

L. G. Davison & Sons, Inc. of Prairie Stage, Mountain Home, ID 83647
(Name) (Address)

State of Idaho, deposes and says:

That he is the holder, or the duly authorized agent of the holder*, of Permit to Appropriate the Public Water of the State of Idaho No. 63-7059.

That under the terms and conditions of said permit, work thereunder was required to be completed on or before April 1, 19 83.

That he has heretofore performed the following work described under said permit: Culvert and pipe
(This must be filled out! If no work has been completed put none.)
has been installed. The ditch has been dug up to the property line of the property
acquired in July of 1982. As of now, have purchased all right-of-ways from stream
to lands being irrigated.

Costing \$ 1,000

That he is unable to complete the remainder of the work within the required time for the following reasons, to-wit:
Have been unable to dig the ditch from the stream to the property being irrigated
due to right-of-ways. As of July, 1982, we have acquired all property between
stream and lands being irrigated. As soon as weather permits, we will dig the
ditch and prepare to use the water for this year's crop.

Wherefore, he asks that the Department of Water Resources extend the time for the completion of obligations under said permit to April 1, 19 84.
(1 yr. minimum, 5 yrs. maximum)

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

L. G. Davison
(Signature)*

*IF OTHER THAN HOLDER, Power of Attorney must be supplied.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

IT IS HEREBY ORDERED that the above application for extension of time be _____

RECEIVED
_____ day of _____, 19 ____



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

JOHN V. EVANS

Governor

A. KENNETH DUNN

Director

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

March 30, 1983

RE: Permit No. 63-7059

L. G. Davison & Sons, Inc.
Prairie Stage
Mountain Home, ID 83647

Dear Mr. Davison:

We received on March 11, 1983, your request for extension of time in which to submit proof to beneficial use of water under Permit No. 63-7059. You state on the request form that you have not been able to complete the development because of lack of approval for right-of-ways.

As you may be aware there have been two requests for extensions of time already approved on this permit. Provisions of Section 42-204, Idaho Code, prevents the Director of the Department of Water Resources from granting more than one extension of time unless the permit holder can show that delay in permit development was caused by lack of approval of a right-of-way.

It appears that you are entitled to additional time to complete the development of your permit provided that you can submit proper documents which show the period that you lacked approval for right-of-way. Please send copies of the said documents to the Department on or before April 15, 1983.

If we have not heard from you the Department will have no alternative but to act on the request as received and your permit will probably be cancelled. If you have any questions on this matter, please let us know.

Sincerely,

JOHNSON

Water Distribution Supervisor

SO:kw

APR 1 1983

Extension of Time Review

3-15-83

Jim

I. Permit Received 1-25-68

II. Proof due 4-1-73

III. Extension Requested to 4-1-78

Reason for Request. Awaiting approval for land exchange w/ Forest Service

A. Extension approved 4-3-73

B. No documents in file to show period that Forest Service prevented development extension may have been approved for showing of due diligence by permit holder because of statement on Ext. Form which said Ditch has been surveyed.

Extension Requested to 4-1-83

Proof of delay caused by Forest Service requested 5-2-1978

Document* provided on 5-11-78 refer to land exchange between permit holder and U.S. Forest Service

* Escrow Instructions and Agreement

Escrow does not show date of land exchange between permit holder and U.S. Forest Service.

MICROFILMED

c. Conclusion:

The Extension of time granting ~~proof~~ to beneficial use to be extended to 4-1-1983 is not based upon delay caused by forest Service land exchange. by reason that Escrow document does not show dates ~~that~~ nor any proof of delay caused by U.S. FOREST Service land exchange.

Therefore, the extension request must have been granted based upon due diligence by permit holder showing that ditch had been surveyed ~~in~~

IV. Extension Requested Received 3-11-1983

A. The extension cannot be approved on the basis of due diligence because the Extension Request of 4-26-1978 appears to have been approved for this reason.

Conclusion:

Permit holder must show period of delay caused by lack of right of way approval.

MICROFILMED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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

138221

L. G. DAVIDSON & SONS INC.
PRAIRIE STAGE
MOUNTAIN HOME, ID 83647

PROOF DUE NOTICE

JANUARY 31, 1983

DEAR PERMIT HOLDER:

ONE OF THE CONDITIONS OF APPROVAL OF YOUR WATER PERMIT NO. 63-7059 WAS THAT PROOF OF THE EXTENT OF YOUR BENEFICIAL USE MUST BE SUBMITTED TO THIS OFFICE ON OR BEFORE APRIL 01, 1983. (SEE LAST PAGE OF YOUR APPROVED PERMIT OR YOUR LAST APPROVED EXTENSION REQUEST). ENCLOSED IS A POSTCARD WHICH MAY BE USED TO SUBMIT THE REQUIRED PROOF.

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

EITHER THE BENEFICIAL USE POSTCARD OR A REQUEST FOR AN EXTENSION OF TIME MUST BE RECEIVED BY THIS DEPARTMENT ON OR BEFORE THE ABOVE DESCRIBED PROOF DUE DATE. IF NEITHER IS RECEIVED, THE DEPARTMENT WILL SEND YOU A LAPSE NOTICE. WITHIN SIXTY (60) DAYS OF THE MAILING OF THE LAPSE NOTICE, THE PERMIT WILL NO LONGER BE OF ANY FORCE NOR EFFECT.

SINCERELY,

RITA FLECK
SECRETARY/RECORDS MANAGER

ENCLOSURES

MICROFILMED

WATER RIGHT NUMBER 63-7059

WATER RIGHTS EDIT REPORT

08/30/79

PAGE 34

ACT
ION

N OWNER LAST NAME - L. G. DAVIDSON & SONS INC.
N ADDRESS LINE 1 - PRAIRIE STAGE

N SOURCE - SPRING CREEK
N STAGE - PERMIT

CITY - MOUNTAIN HOME
TRIBUTARY OF - SMITH CREEK

STATE - ID ZIP CODE - 83647

PRIORITY - 02-19-1968 COUNTY - ELMORE TOTAL DIV. RATE - 2.0000CFS
WATER DIST. - 63B

N DIVERSION POINT - NENE 09 02N 07E
N FROM - 05-01 TO - 09-30 USE - IRRIGATION
N USE - IRRIGATION

USE DIV. RATE - 2.0000CFS

PLACE OF USE - TWN 02N RNG 07E SEC 09 TRACT SWNW

TRACT NESW
TRACT SESW

AC 40 TRACT SENW
AC 40 TRACT SWSW
AC 40

AC 40
AC 40

N REMARKS - REINSTATED 5-12-1978.
N PROOF DUE - 04-01-1983 PERMIT/DENIED - 04-22-1968
N COND. OF APPRVL - 01 05
N DIVERSION MEANS - HEADGATE.

IDENT. NO. 63-7059

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

WATER RIGHT
DATA ENTRY LOG

[illegible]

- DATA ENTRY -

Qtd No.

New No. _____

1. Original Owner: L. G. Davidson + Sons Inc.

Present Owner:

2. Address: Prairie Stage

3. City: Mountain Home State: ID Zip: 83647

4. A. Source of Water: Spring Creek

B. Tributary of: Smith Creek

5. A. Stage (A,P,L,D,S,J): $\rightarrow$

B. Status (D,L,R,C,A,I,F - leave blank if valid):

C. Priority Date: 2-19-1968

D. County: 39

E. Total Diversion Rate: 2.

F. Total Diversion Volume:

G. Transfer/Amendment (P,T of A or blank):

H. Water District: 103B

I. DLE/Carey Act (D,C or blank):

J. Right Basis (for adjudication claims A,B,C only):

6. A. Point of Diversion NE NE 9 1/2 NE

Tract	Sec.	Twp.	Rge.	Lot	Rediv.
-------	------	------	------	-----	--------

NE NE 9 4 N 7 E

Age Group	Percentage
18-24	10%
25-34	15%
35-44	20%
45-54	25%
55-64	30%
65-74	35%
75-84	40%
85+	45%

[illegible]

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840.

7. Period of Use, Use, Diversion Rate/Volume:

from 5-1 to 9-30 for A purposes. Amount 2.
(cfs or AC-FT/yr)

| from | to | for | purposes. | Amount |
|------|----|-----|-----------|--------|
| | | | | |

| from | to | for | purposes. | Amount |
|------|----|-----|-----------|--------|
| | | | | |

from _____ to _____ for _____ purposes. Amount _____

| from | to | for | purposes. | Amount |
|------|----|-----|-----------|--------|
| | | | | |

[illegible]

from to for purposes. Amount

8-27-79
✓

[illegible]

9. A. Decree Name:

B. Decree Date:

10. Remarks: A. Reinitiated 5-12-1978.
B.
C.
D.
E.

11. Other Uses (Non-irrigation explanatory information):

12. Other Rights for Same Use:

13. A. Proof Due Date: 4-1-1983

B. Date Permit Approved or Denied: 4-22-1968

C. Protested Date:

D. Hearing Date:

E. Old Number:

F. Proof Made (P or blank):

G. Field Exam Made (P,R,F or blank):

H. Conditions of Approval: 05

14. Diversion Means (brief narrative): *beachgate.*

May 12, 1978

Re: Permit No. 63-7059

L. G. Davidson & Sons, Inc.
Prairie Stage
Mountain Home, Idaho 83647

Gentlemen:

Enclosed is a copy of the approved application for extension of time which extends the time within which to submit proof of beneficial use of water to April 1, 1983 for Permit No. 63-7059. Please note that this permit has been reinstated also and the priority has been advanced to February 19, 1968.

Sincerely,

JAN GROVER
Supervisor,
Water Rights

JG:JFR

Encl.

11-10-78

INTER-DEPARTMENT MEMO — 1

FROM

Glen
Jan

TO

SUBJECT

DATE

5/11/78

Mr. Davison came in & brought the attached document. He said they are in the process of exchanging lands due to the Forest Serv. not wanting to give them right-of-way & they should complete transactions this summer.

SIGNATURE

3001 So. Roosevelt # 20
Boise, Idaho 83705
May 4, 1978

Dear Lawrence:

I have enclosed copies of both agreements that you had mailed me earlier.

The letter of intent concerning the land exchange was sent to the Forest Service before I left on April 3 so Ashley and his crew have started working on the exchange. So we should know before we are too far in to the summer whether or not we have a satisfactory exchange put together.

I will keep you informed of progress or problems as they develop. If we are lucky and everything works out as I hope they do, you should have title to the land by this time next year.

Sincerely,

George L.



May 2, 1978

L. G. Davidson & Sons, Inc.
Prairie Stage
Mountain Home, ID 83647

RE: 63-7059

Gentlemen:

Before we can process the application for extension of time submitted for the above referenced permit we need information concerning the litigation you are in with the Forest Service, the date the litigation began with legal documents stating such, etc.

We will hold your application for extension until we hear from you. If you have any questions, please contact us.

Sincerely,

JAN GROVER, Supervisor
Water Rights

JG:lt



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Cecil D. Andrus
Governor

R. Keith Higginson
Director

Statehouse
Boise, Idaho 83720
(208) 384-2215

April 10, 1978

L. G. Davidson & Sons, Inc.
Prairie Stage
Mountain Home, Idaho 83647

Gentlemen:

You are hereby notified that under the provisions of Section 42-218a of the Idaho Code, Permit No. 63-7059 has lapsed since you have not notified us that you have completed the project by the date required on your permit. You were provided forms for that purpose in our notice to you dated January 31, 1978.

Your permit cannot be reinstated unless you submit the proof of beneficial use affidavit, enclosed, or show other reasonable cause why the permit should be reinstated within 60 days from the date of this lapse notice.


C. STEPHEN ALLRED
Director

CSA:jfr

Encl.

MICROFILM



STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

Cecil D. Andrus
Governor

R. Keith Higginson
Director

Statehouse
Boise, Idaho 83720
(208) 384-2215

CERTIFIED MAIL

138316

January 31, 1978

Re: Permit No.

63-7059

L. G. Davidson & Sons, Inc.
Prairie Stage
Mountain Home, Idaho 83647

Gentlemen:

One of the conditions of approval of your water Permit No. _____ (see last page of your approved permit) was that evidence of the extent ~~63-7059~~ development be submitted as proof of application of water to beneficial use to this office on or before April 1, 1978. Enclosed is an affidavit form which must be used to submit the required proof of beneficial use.

If you have not fully completed your project, and you have not previously received an extension of time, you may request an extension of time provided the delay is for reasonable cause as indicated in Section 42-204, Idaho Code, amended. If you have been prevented from proceeding by a governmental agency or by litigation, more than one extension of time can be granted.

Either the beneficial use affidavit or a request for an extension of time must be received by this Department on or before the above mentioned date, otherwise the permit will lapse and be of no further force or effect.

C. STEPHEN ALLRED
Director

CSA:jfr

Encl: Proof affidavit

WATER RESOURCES

April 4, 1973

Re: Permit No. 63-7059

L. G. Davison & Sons, Inc.
Prairie Stage
Mountain Home, ID 83647

Gentlemen:

Enclosed please find a copy of the approved application for extension of time in connection with the above referenced permit.

The time within which to submit proof of beneficial use of water has been extended to April 1, 1978.

Very truly yours,

Donald W. McEldowney
Water Rights Administrator

DWM/cd

Enclosure

63 7059

SENDER: Be sure to follow instructions on other side

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S)

(Additional charges required for these services)

☐ Show to whom, date and address
where delivered

☐ Deliver ONLY
to addressee

RECEIPT

Received the numbered article described below

REGISTERED NO.

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

CERTIFIED NO.

24292

①

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

INSURED NO.

②

DATE DELIVERED

FEB 5 - 1963

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

63 7059

January 31, 1973

CERTIFIED MAIL

4292

Re: Permit No. 63-7059

L. G. Davison & Sons
Prarie Stage
Mountain Home, Idaho 83647

Gentlemen:

One of the conditions of approval of your water Permit No. 63-7059 (see last page of your approved permit) was that evidence of the extent of development be submitted as proof of application of water to beneficial use to this office on or before April 1, 1973. Enclosed is an affidavit form which must be used to submit the required proof of beneficial use.

If you have not fully completed your project, and you have not previously received an extension of time, you may request an extension of time provided the delay is for reasonable cause as indicated in Section 42-204, Idaho Code, amended. If you have been prevented from proceeding by a governmental agency or by litigation, more than one extension of time can be granted.

Either the beneficial use affidavit or a request for an extension of time must be received by this Department on or before the above mentioned date, otherwise the permit will lapse and be of no further force or effect.


R. KEITH HIGGINSON
Director

Enc: Proof affidavit

63 7059

April 22, 1968

Re: Permit 63-7059

**L. G. Davison & Sons
Prairie Stage
Mountain Home, Idaho 83647**

Gentlemen:

We enclose a copy of your approved application for permit 63-7059 in which we direct your attention to the limitations and conditions as given on the fourth page under approval of the State Reclamation Engineer.

Very truly yours,

**C. Stephen Allred, Assistant
State Reclamation Engineer**

CSA:kd

Enclosure: Copy of application

Receipt 409 for \$25.00 was handed to you while you were in our office.

Galley Proof

March 7, 1968

Re: Application No. 63-7059

Mountain Home News
P. O. Drawer 0
Mountain Home, Idaho 83647

Gentlemen:

Enclosed is a legal notice which we wish to have published once in your newspaper. We have inserted the publication date. If you cannot publish the notice on the proposed date, please contact us immediately.

An affidavit of publication must be submitted to the Department of Reclamation, along with the publication bill. In order to receive payment, the following certification must appear on the bill:

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of same has been paid.

(Do not sign this copy)
Signature of Claimant

Very truly yours,

Donald W. McEldowney
Appropriation Examiner

DWM:ks

Enclosure: legal notice

CORRECTION NOTICE

Notice is hereby given that the original publication of the legal notice for Application No. 63-7059 was in error. The land list or place of use should read the S $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, sec. 9, T. 2 N, R. 7 E, B.M.

Any protests against this correction must be filed with the Department of Reclamation within 10 days from the date of this publication.

R. KEITH HIGGINSON
State Reclamation Engineer
Published March 14, 1968.

63-7059

CORRECTION NOTICE

Notice is hereby given that the original publication of the legal notice for Application No. 63-7059 was in error. The land list or place of use should read the S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, sec. 9, T. 2 N, R. 7 E, B.M.

Any protests against this correction must be filed with the Department of Reclamation within 10 days from the date of this publication.

R. KEITH HIGGINSON
State Reclamation Engineer

Published in the Mountain Home News, Mountain Home, Idaho
on March 14, 1968

63-7059

NOTICE OF APPLICATION FOR
WATER

Notice is hereby given that ~~A. G. Davison & Sons, Prairie State~~
~~Mountain Home, Idaho~~ has on Jan-
uary 28, 1968 applied for permit
to divert 2.0 cubic feet per second
of water from Spring Creek, trib-
utary of Salmon Creek under appli-
cation No. 63-7059. Water will be
diverted by wooden headgate, and
gravity irrigation within the NE 1/4
NE 1/4, sec 9, T. 2 N, R. 2 E, B.M.,
Elmore County, and is to be used
from May 1 to September 30 for
irrigation in SW 1/4, NE 1/4, NW 1/4,
SE 1/4, sec. 9, T. 2 N, R. 2 E,
B.M.

Any protest against this appli-
cation must be filed with the De-
partment of Reclamation within
ten days from the last date of pub-
lication of this notice.

R. KEITH HIGGINSON
State Reclamation Engineer
First publication February 9, 1968
Last publication February 15, 1968

Galley Proof

63-7059

January 29, 1963

Re: Application No. 63-7059

Mountain Home News
P. O. Drawer 0
Mountain Home, Idaho 83647

Gentlemen:

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

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

An affidavit of publication must be submitted to the Department of Reclamation, along with the publication bill. In order to receive payment, the following certification must appear on the bill:

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of same has been paid.

(Do not sign letter)

Signature of claimant

Very truly yours,

Donald W. McElldowney
Water Rights Clerk

DW:ks

Enclosure: legal notice

NOTICE OF APPLICATION FOR WATER

Notice is hereby given that L. G. Davison & Sons, Prairie Stage,
Mountain Home, Idaho has on January 25, 1968
applied for permit to divert ~~stone~~ 2.0 cubic feet per second ~~acre feet~~
of water from Spring Creek, tributary of Smith Creek
under application No. 63-7059. Water will be diverted by wooden
headgate, and gravity irrigation within the NE1/4, sec. 9, T. 2 N, R. 7 E,
E.M., Elmore County
and is to be used from May 1 to September 30 for irrigation
in S1/4, NE1/4, S1/4, sec. 9, T. 7 N, R. 2 E, E.M.

Any protest against this application must be filed with the Department of Re-
clamation within ten days from the last date of publication of this notice.

R. KEITH HIGGINSON
State Reclamation Engineer

Published in the Mountain Home News, ~~1/21/68~~ Mountain Home, Idaho,
on February 8 and February 15.

63-7059