

Affidavit of Publication

STATE OF IDAHO, }
COUNTY OF TWIN FALLS }

ss.

Nº 3936

NOTICE OF PROPOSED AMENDMENT TO WATER PERMIT

Notice is hereby given that on May 12, 1975, Permit No. 45-7188 was issued to Taylor Cattle Company of Hansen, Idaho, for the diversion of 3.2 cfs of water from a ground water source from a point within the NW¼NE¼, Section 25, Township 11S, Range 18E, B.M. Twin Falls County, to be used for the Irrigation of 160 acres within the S½SE¼, Section 24; N½NE¼, Section 25, Township 11S, Range 18E, B.M.

The permit holders now propose to amend said permit and request that the points of diversion be changed to the NW¼NE¼, NE¼NE¼, Section 25, Township 11S, Range 18E, B.M.

Any protest against the amending of this permit must be filed with the Idaho Department of Water Resources, 1041 Blue Lakes Blvd. North, Twin Falls, Idaho, on or before June 16, 1975.

R. KEITH HIGGINSON
Director

PUBLISH: May 29 & June 5, 1975

I, Kay Mabey being first duly sworn upon oath, depose and say that I am Phone Clerk of the TIMES-NEWS, published daily, except Saturday, at Twin Falls, Idaho, and do solemnly swear that a copy of the notice of advertisement, as per clipping attached, was published in the regular and entire issue of said newspaper, and not in any supplement thereof, for two consecutive Thursdays, commencing with the issue dated May 29, 1975, and ending with the issue dated June 5, 1975.

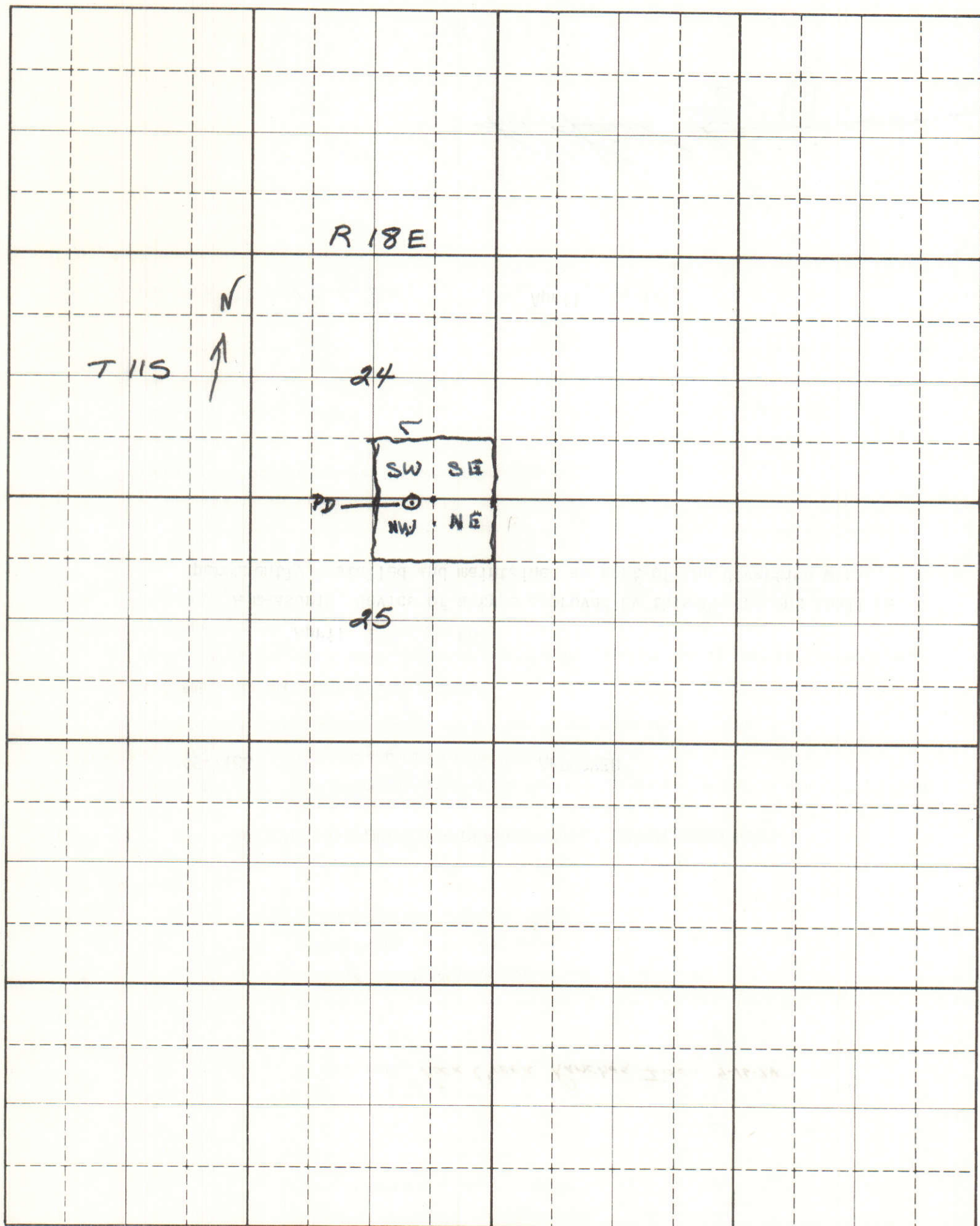
And I do further certify that said newspaper is a consolidation, effective February 16, 1942, of the Idaho Evening Times, published theretofore daily except Sunday, and the Twin Falls News, published theretofore daily except Monday, both of which newspapers prior to consolidation had been published under said names in said city and county continuously and uninterruptedly during a period of more than twelve consecutive months, and said TIMES-NEWS, since such consolidation, has been published as a daily newspaper except Saturday, under said name in said city and county continuously and uninterruptedly.

And I further certify that pursuant to Section 60-108 Idaho Code, Thursday of each week has been designated as the day on which legal notice by law or by order of any court of competent jurisdiction within the state of Idaho, to be published weekly, will be published; and that at the head of the editorial column of said combined newspapers, and in each issue thereof, Thursday is announced as the day on which said legal notices will be published.

Subscribed and sworn to before me on this Kay Mabey day of June, 1975.

Mable L. Clark
Notary Public in and for the County of Twin Falls,
State of Idaho, residing at Twin Falls, Idaho

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.

Taylor Cattle Co
Ray Thornton K Taylor
(Applicant) President

Rec: 9-6-74 LT

Affidavit of Publication

STATE OF IDAHO, }
COUNTY OF TWIN FALLS }

ss.

Nº 3298

I, Kay Mahey being first duly sworn upon
oath, depose and say that I am Princ. Clerk of the TIMES-NEWS,
published daily, except Saturday, at Twin Falls, Idaho, and do solemnly swear that a copy
of the notice of advertisement, as per clipping attached, was published in the regular and
entire issue of said newspaper, and not in any supplement thereof, for two
consecutive Thursdays, commencing with the issue dated
August 29, 19 74, and ending with the issue dated
September 5, 19 74.

And I do further certify that said newspaper is a consolidation, effective February 16,
1942, of the Idaho Evening Times, published theretofore daily except Sunday, and the
Twin Falls News, published theretofore daily except Monday, both of which newspapers
prior to consolidation had been published under said names in said city and county con-
tinuously and uninterruptedly during a period of more than twelve consecutive months, and
said TIMES-NEWS, since such consolidation, has been published as a daily newspaper
except Saturday, under said name in said city and county continuously and uninterruptedly.

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week has been designated as the day on which legal notice by law or by order of any
court of competent jurisdiction within the state of Idaho, to be published weekly, will be
published; and that at the head of the editorial column of said combined newspapers, and
in each issue thereof, Thursday is announced as the day on which said legal notices will
be published.

Kay Mahey
Subscribed and sworn to before me on this 5th day of
September, 19 74.

Mass. L. Clark
Notary Public in and for the County of Twin Falls,
State of Idaho, residing at Twin Falls, Idaho

LEGAL NOTICE

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that Taylor
Cattle Co., Rt. 1, Box 138, Hansen,
Id., has on 8-19-74 submitted
Application No. 47-7274 for a permit
to appropriate 3.2 cubic feet per
second of water from groundwater
by means of well, pump, sprinklers
within the NW¼NE¼, Sec. 25, T
11S, R18E, B.M., Twin Falls Co. to
be used from Mar. 15 to Nov. 15 for
irrigation of 160 acres within the
NW¼NE¼, Sec. 25, S½SE¼, Sec. 24,
T11S, R18E, B.M.

If issued, this permit will be
subject to all prior water rights.
Protests against the granting of the
permit must be filed with the Idaho
Department of Water Resources,
1041 Blue Lakes Blvd., North, Twin
Falls, Idaho, 83301 on or before 9-16-
74.

R. KEITH HIGGINSON
Director

Published in the Times-News on
8-29 and 9-5-74.

MICROFILMED

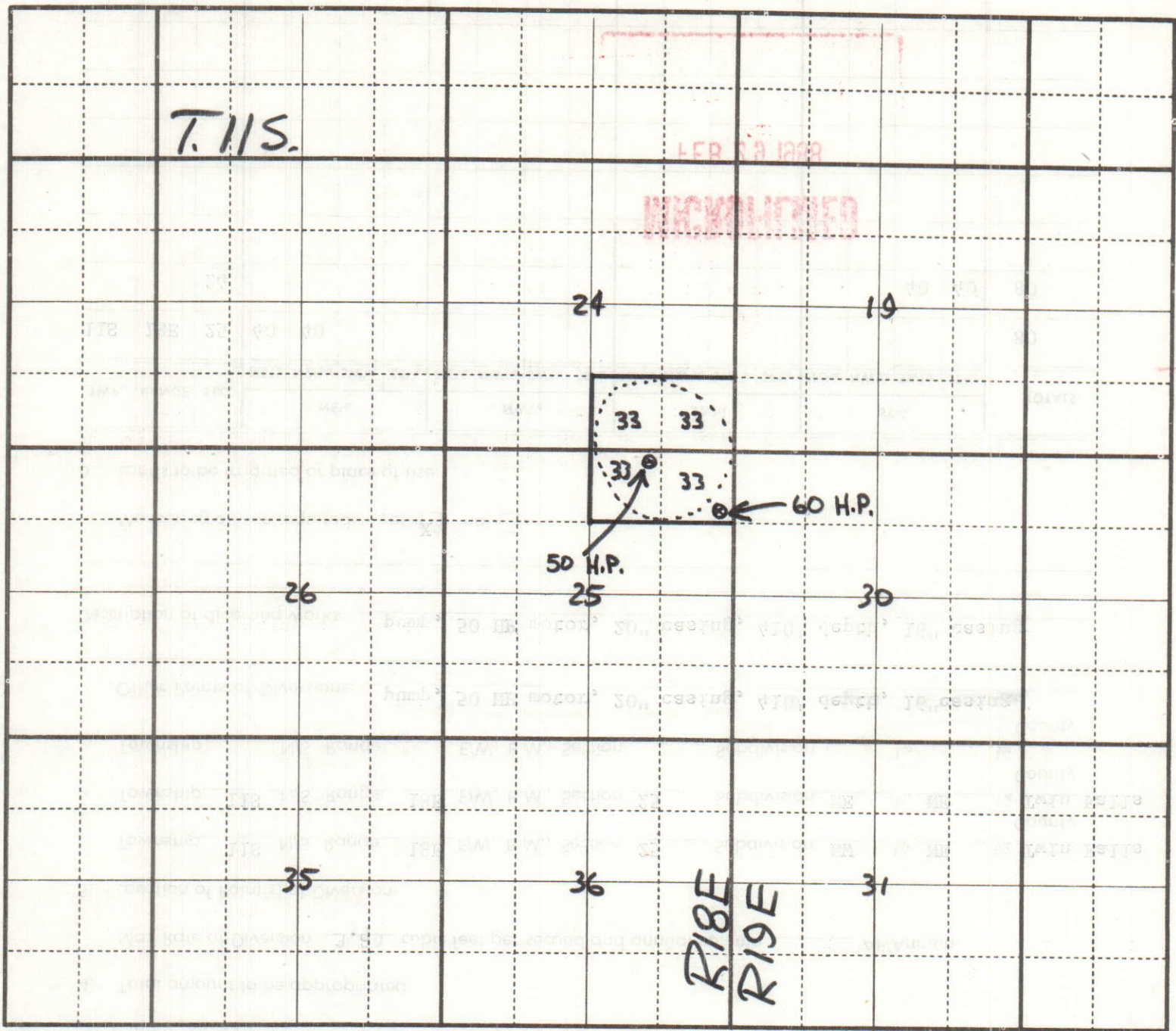
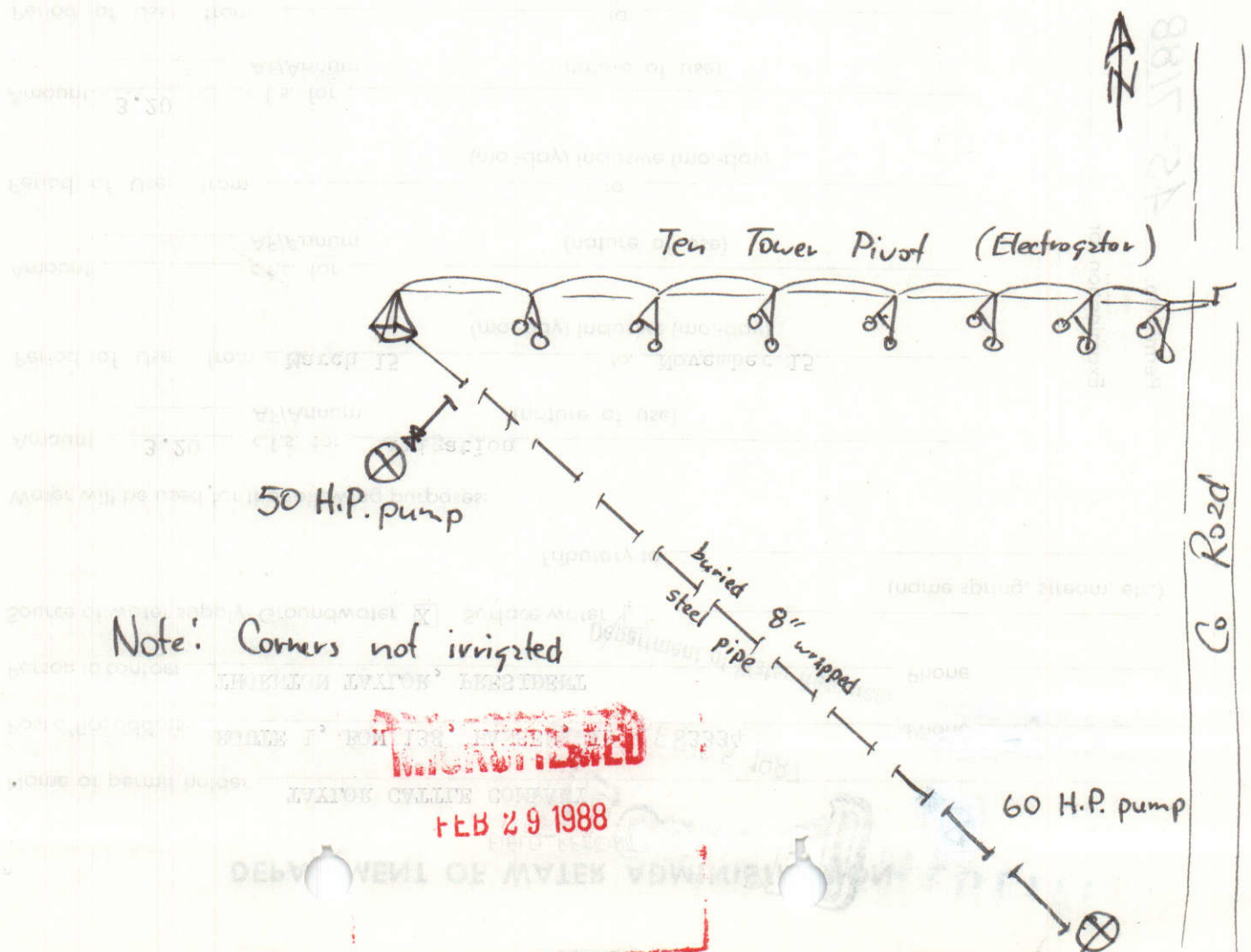


Diagram of System



Rge. 18E

T
11
S

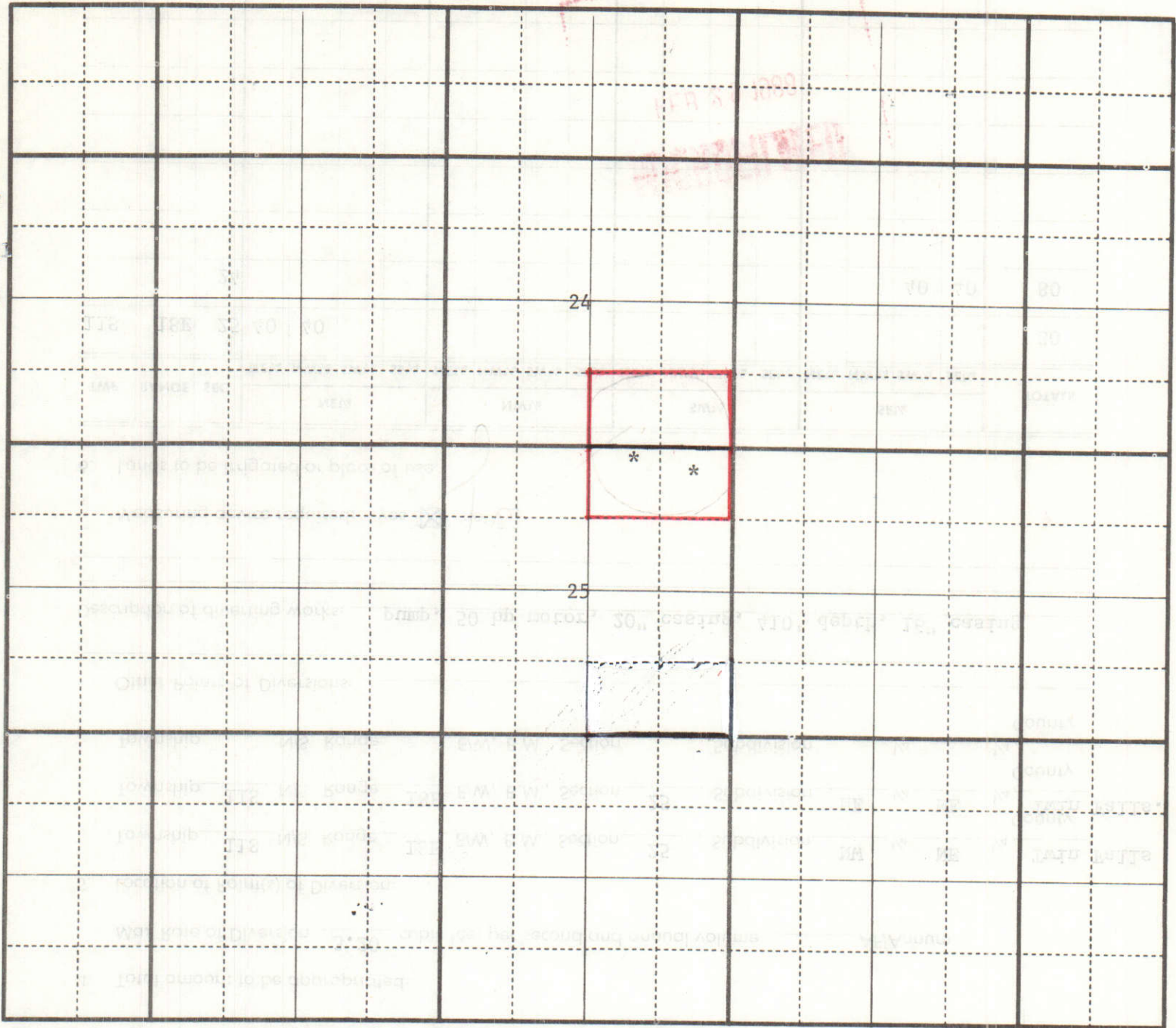


Diagram of System

MICROFILMED
FEB 29 1988

RECEIVED

Southwest District Office
Department of Water Resources

Feb 13 1982

RECEIVED

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 47-7526

Priority: August 19, 1974 Amount: .44 CFS 213.8 AFA

This is to certify, that TAYLOR CATTLE CO.

RT. 1 BOX 138

HANSEN, ID 83334

has complied with the terms and conditions of the permit issued pursuant to Application for Permit dated August 19, 1974, and has submitted proof to the Department of Water Resources on July 28, 1975, that water has been applied to a beneficial use; an examination by the Department indicates that the works have a diversion capacity of 1.93 cfs of water from a GROUNDWATER source and that a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>VOLUME</u>
Irrigation	03/15 to 11/15	.44 cfs	213.8 afa

LOCATION OF POINT OF DIVERSION(S): NENE , Sec. 25, Township 11S, Range 18E
NWNE , Sec. 25
Twin Falls County

PLACE OF USE: Irrigation

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
11S	18E	24	SWSE 33	SESE 33			66
		25	NENE 33	NWNE 33			66

Total number of acres irrigated: 132

CONDITIONS/REMARKS:

1. The right to the use of the water hereby confirmed is limited to the amount which can actually be beneficially used and is restricted and appurtenant to the lands or place of use and to the purpose herein described, as provided by the laws of Idaho.
2. This right is subject to all prior water rights and may be forfeited by five years of non-use.
3. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
4. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.0 afa per acre for the lands above.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. Witness the seal and signature of the Director, affixed at Boise, this 18th day of November, 19 87.

NOT RECORDED

Director

FEB 29 1988

Affidavit of Publication

STATE OF IDAHO,
COUNTY OF TWIN FALLS } ss.

Nº 3936

NOTICE OF PROPOSED AMENDMENT TO WATER PERMIT

Notice is hereby given that on May 12, 1975, Permit No. 43-7126 was issued to Taylor Cattle Company of Hansen, Idaho, for the diversion of 3.2 cfs of water from a point within the NW1/4NE1/4, Section 24, Township 11S, Range 18E, B.M. Twin Falls County, to be used for the irrigation of 100 acres within the SE1/4NE1/4, Section 24, NE1/4NE1/4, Section 25, Township 11S, Range 18E, B.M.

The permit holders now propose to amend said permit and request that the points of diversion be changed to the NW1/4NE1/4, NE1/4NE1/4, Section 24, Township 11S, Range 18E, B.M.

Any protest against the granting of this permit must be filed with the Idaho Department of Water Resources, 1041 Blue Bird Road, Twin Falls, Idaho, on or before June 16, 1975.

R. KEITH HIGGINSON
Director
PUBLISHED: May 15, 1975

I, KAY MADDEN being first duly sworn upon oath, depose and say that I am Phone Clerk of the TIMES-NEWS, published daily, except Saturday, at Twin Falls, Idaho, and do solemnly swear that a copy of the notice of advertisement, as per clipping attached, was published in the regular and entire issue of said newspaper, and not in any supplement thereof, for two consecutive Thursdays, commencing with the issue dated May 29, 1975, and ending with the issue dated June 5, 1975.

And I do further certify that said newspaper is a consolidation, effective February 16, 1942, of the Idaho Evening Times, published theretofore daily except Sunday, and the Twin Falls News, published theretofore daily except Monday, both of which newspapers prior to consolidation had been published under said names in said city and county continuously and uninterruptedly during a period of more than twelve consecutive months, and said TIMES-NEWS, since such consolidation, has been published as a daily newspaper except Saturday, under said name in said city and county continuously and uninterruptedly.

And I further certify that pursuant to Section 60-108 Idaho Code, Thursday of each week has been designated as the day on which legal notice by law or by order of any court of competent jurisdiction within the state of Idaho, to be published weekly, will be published; and that at the head of the editorial column of said combined newspapers, and in each issue thereof, Thursday is announced as the day on which said legal notices will be published.

Subscribed and sworn to before me on this 5th day of June, 1975.

Notary Public in and for the County of Twin Falls,
State of Idaho, residing at Twin Falls, Idaho

BEFORE THE DIRECTOR OF THE DEPARTMENT OF WATER RESOURCES
OF THE
STATE OF IDAHO

IN THE MATTER OF APPLICATION FOR PERMIT NO.
45-7188 in the name of TAYLOR CATTLE COMPANY

MEMORANDUM DECISION
AND ORDER

On August 19, 1974, Taylor Cattle Company filed Application for Permit No. 45-7188 to appropriate 3.2 cubic feet per second of groundwater from a well to be drilled in the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 25, Twp. 11S, Rge. 18E, B.M., Twin Falls County, to be used for the irrigation of 160 acres. Notice of this proposed appropriation was published in the Times News, Twin Falls, Idaho, on August 29 and September 5, 1974.

On September 17, 1974, the Department received a protest against the granting of the permit from Rock Creek Ranches, Inc., of Hansen, Idaho, on the basis of injury to their existing water rights. A hearing concerning this matter was held at Twin Falls, Idaho, on March 7, 1975. The protestants and applicant were both present.

Based upon the information in the Department's records, the statements made at the hearing, and the Department's understanding of the law, the Director makes the following Findings of Fact, Conclusions of Law, and Order:

FINDINGS OF FACT

(1) The protestant has existing water rights based upon the diversion and beneficial use of water on an adjoining 40 acre tract of land to where the applicant proposes his development.

(2) The water level in the area is about 150 feet below land surface, and has remained stable in the last seven years, as shown in the publication "Ground Water Levels and Well Records for Current Observation Wells in Idaho, 1922-1973, Part B".

CONCLUSIONS OF LAW

(1) The Director of the Department of Water Resources is charged with the protection of reasonable ground water pumping levels according to the doctrine of "first in time is first in right." However, this doctrine must be reasonably exercised so that the full economic development of the underground water resources will not be hindered.

(2) This office has no information which would lead it to conclude that the proposed development would interfere with, or make water unavailable to, the other established water rights.

ORDER

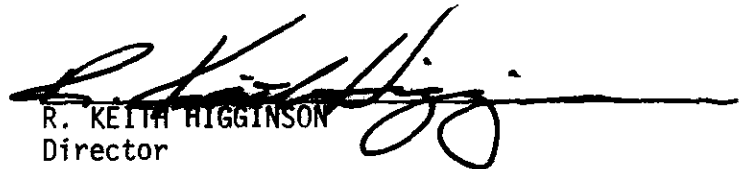
IT IS, THEREFORE, ORDERED and Application for Permit No. 45-7188 is hereby

MICROFILMED

APPROVED subject to the following conditions:

1. That the permit be and is subject to all prior existing water rights.
2. That proof of construction of works and application of water to beneficial use shall be submitted to the Department on or before May 1, 1980.
3. That a measuring device of a type approved by the Department shall be permanently installed and maintained as part of the diverting works.

Dated this 12 day of May, 1975.


R. KEITH HIGGINSON
Director

MICROFILMED

Receipt # 1615

22

5-22-75

RECEIVED

MAY 22 1975

Department of Water Resources
Southern District Office

APPLICATION FOR AMENDMENT

RENUMBERED

47-7526

Permit No. 45-7188

Comes now TAYLOR CATTLE COMPANY of (address) _____

Route #1, Box 138, Hansen, Idaho

45-7526

1. Point of diversion: NW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 25 Twp. 11S

~~NE 1/4 NE 1/4, Sec. 25, Twp. 11S, Rge. 18E, B.M.~~

2. Period and nature of use: (irrigation, domestic, stockwatering, industrial, etc.)

Amount 3.2 cfs for Irrigation purposes from Mar. 15 to Nov. 15 (both dates inclusive)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre feet per annum)

3. Place of use or land to be irrigated:

[illegible]

160

REPORT

Complete the following map by showing land and point of diversion as proposed by this amendment. Show 40-acre subdivisions, townships, ranges and ditches.

Scale: 2 inches equal 1 mile

That no one will be injured by such change, and that such change will be made at permit holders own risk.

Signed at Twin Falls, this 22 day of May, 19 75.

Taylor Cattle Co
Ray Thornton K Taylor Pres.
(signature)

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

I, R. KEITH HIGGINSON, Director of the Department of Water Resources
hereby approve the foregoing amendment for Permit No. 45-7188.

Witness my hand this 24 day of July, 19 75.

R. Keith Higgins
Director

Identification No. _____

Application No. 45-7188

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

APPROVED

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

1. Name of applicant Taylor Cattle Co. Phone: 423-4422
post office address Rt. 1, Box 138, Hansen, Id.
2. Source of water supply groundwater which is a tributary of _____
3. a. Location of point of diversion is NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 25 Township 11S
Range 18E B.M. Twin Falls County; additional points of diversion if any: _____

- b. If water is not consumed, it will be discharged into _____ at a point in _____ $\frac{1}{4}$
of _____ $\frac{1}{4}$ of Section _____ Township _____ Range _____ B.M. _____
4. Water will be used for the following purposes:
Amount 3.2cfs for irrigation purpose from Mar. 15 to Nov. 15 (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated:
a. 3.2 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, sprinklers

- b. Height of storage dam _____ feet, active reservoir capacity _____ acre feet; total reservoir
capacity _____ acre feet, materials used in storage dam: _____
Period of year during which storage will occur _____ to _____ inclusive.
(Mo. Day) (Mo. Day)
- c. Proposed well diameter is 20 inches; proposed depth of well is 400 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 \$ 50,000.
8. Description of proposed uses:
a. If water is **not** for irrigation:
(1) Give the place of use of water: _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$ of Section _____ Township _____
Range _____ B.M. _____
(2) Amount of power to be generated: _____ hp under _____ feet of head.
(3) List number of each kind of livestock to be watered _____

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

MICROFILMED

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	
11S	18E	25	40	40															80
11S	18E	24															40	40	80

Total number of acres to be irrigated 160

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

Proposed Priority 8-19-1974

Received by LT Date 8-19-74 Time 9:40 am

Preliminary check by RMP Fee \$55⁰⁰ (13980)

Receipted by LT Date 8-19-74

apl Publication prepared by LT Date 8-21-74

Published in Times News

Publication dates 8-29 & 9-5-74

Publication approved _____ Date _____

Priority reduced to _____ Reason _____

Protests filed by: Rock Creek Ranches, Inc. 9-16-74

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by _____

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. 45-7188, and said application is hereby APPROVED.

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

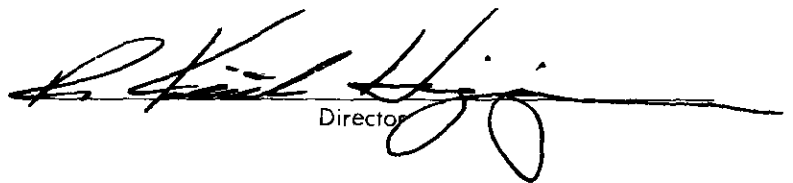
a. SUBJECT TO ALL PRIOR WATER RIGHTS.

b. Proof of construction of works and application of water to beneficial use shall be submitted on or before May 1, 19 80.

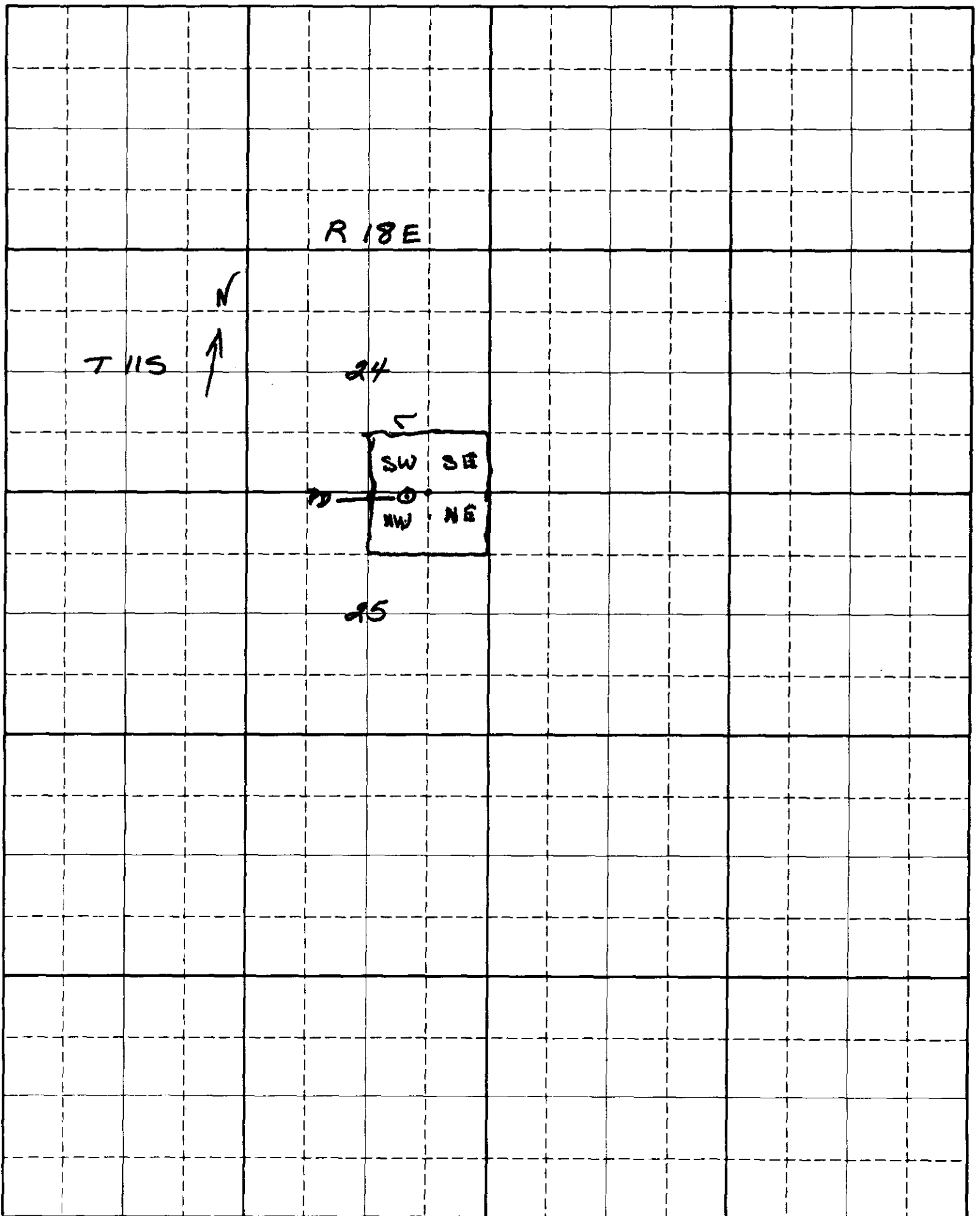
c. Other: A measuring device of a type approved by this Department shall be permanently installed and maintained as part of the diverting works.

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

Witness my hand this 12 day of _____ May 19 75.


Director

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.

Taylor Cattle Co
Ray Thornton K Taylor
(Applicant) President

DEPARTMENT OF WATER RESOURCES
- STAFF ANALYSIS -

Item Initial Date

RJA 8-21-74

Application No. 45-7188
44-7274 Taylor Cattle Co

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

(1) RJA 8-21-74

In form to receipt

(2) _____

Send Copies to:

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

(3) _____

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

(4) RJA 8-21-74

In form for advertising

(5) _____

Platted on Map No. _____

(6) _____

Located within Water District No. _____

(7) _____

Critical groundwater area: yes _____ no _____

(8) _____

Groundwater levels:

_____ Declining, _____ Stable, _____ Increasing

(comment) _____

(9) _____

Other rights on the same place of use

(10) _____

Comments: _____

(11) LT 9-6-74

Affidavit of Publication received (date) 9-6-74

(12) _____

Final date for protests 9-16-74

Protests received: yes ☒ no _____

(13) _____

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

(14) _____

Action recommended:

_____ Approve _____ Deny

_____ Proposed Priority

_____ Reason for Reduction _____

_____ Measuring device required _____

_____ See attached sheet for other conditions of approval

_____ No special conditions for approval

(15) District _____ By _____ Date _____

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RECEIVED
MAY 2 1975

Department of Water Resources

Rec: 9-6-74 LT

.ffidavit of Publication

STATE OF IDAHO, }
COUNTY OF TWIN FALLS } ss.

N^o 3298

I, Kay Mahey being first duly sworn upon
oath, depose and say that I am Princ. Clerk of the TIMES-NEWS,
published daily, except Saturday, at Twin Falls, Idaho, and do solemnly swear that a copy
of the notice of advertisement, as per clipping attached, was published in the regular and
entire issue of said newspaper, and not in any supplement thereof, for two
consecutive Thursdays, commencing with the issue dated
August 29, 19 74, and ending with the issue dated
September 5, 19 74.

And I do further certify that said newspaper is a consolidation, effective February 18,
1942, of the Idaho Evening Times, published theretofore daily except Sunday, and the
Twin Falls News, published theretofore daily except Monday, both of which newspapers
prior to consolidation had been published under said names in said city and county con-
tinuously and uninterruptedly during a period of more than twelve consecutive months, and
said TIMES-NEWS, since such consolidation, has been published as a daily newspaper
except Saturday, under said name in said city and county continuously and uninterruptedly.

And I further certify that pursuant to Section 60-106 Idaho Code, Thursday of each
week has been designated as the day on which legal notice by law or by order of any
court of competent jurisdiction within the state of Idaho, to be published weekly, will be
published; and that at the head of the editorial column of said combined newspapers, and
in each issue thereof, Thursday is announced as the day on which said legal notices will
be published.

Kay Mahey
Subscribed and sworn to before me on this 5th day of
September, 19 74.

Marion F. Clark
Notary Public in and for the County of Twin Falls,
State of Idaho, residing at Twin Falls, Idaho

RECORDED

DEPARTMENT OF WATER RESOURCES
STATEHOUSE
BOISE, IDAHO 83720

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 08-01-2001 BY 60322
PLEASE DO NOT WRITE ON THIS
ENVELOPE OR RETURN TO
DO NOT REUSE IN THIS ENVELOPE

Resent to
c/o Thornton Taylor
1025 Xavier way
Livermore, CA 94550

Jim
Johnson

L47-7526
TAYLOR CATTLE CO.
RT. 1 BOX 138
HANSEN, ID 83334

RECEIVED
NOV 25 1987

Department of Water Resources

RECEIVED

November 22, 1987

TAYLOR CATTLE CO.
RT. 1 BOX 138
HANSEN, ID 83334

RE: Permit No. 47-7526

Dear Permit Holder(s):

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

Sincerely,

JIM JOHNSON
Water Rights Supervisor

JJ:sc

Enclosure

cc: Greg Ruddell

RECEIVED

FEB 29 1988

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Statehouse
Boise, Idaho 83720

Callahan
IDAHO

*Resent to:
Taylor Cattle Co.
c/o Thornton Taylor
1925 Xavier Way
Livermore, CA
94550*

READY TO OPEN
Unfold and
insert into
envelope
Do not fold in this envelope

SEP 10/11/87

BOISE
OCT 1 1987
U.S. POSTAGE
0.18

RECEIVED
OCT 09 1987

Department of Water Resources

October 5, 1987

TAYLOR CATTLE CO.
RT. 1 BOX 138
HANSEN, ID 83334

RE: Permit No. 47-7526

Dear Permit Holder(s):

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

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

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

Sincerely,

JIM JOHNSON
Water Rights Supervisor

JJ:sc

Enclosure

cc: Greg Ruddell

RECORDED

FEB 29 1988

Overlap Review - Rt. 47-7526

per VAX 9/25/87:

p/d - (NWNE) - none

(NENE) - 47-2516 - gw

47-7527 - wastewater

p/u - 01-0004

01-0010 } Snake River - use

01-0209 } R31

47-0164 - Rock Cr.

~~47-2516~~ 47-2516 - gw

47-2544 - gw } different p/d's

47-2567 - gw } use R31

47-2516 - same p/d (NENE, S25),
same p/u - Lic., 1.49 cfs -
160 acres = 0.0093125 cfs/ac.

Capacity of wells = 1.93 cfs
(Lic. 47-2516) $\frac{1.49 \text{ cfs}}{0.44 \text{ cfs remains}}$

Allow 0.44 cfs for this

MICROFILMED

FEB 29 1988

kw 9/25/87

$$V = 0.44 \times 1.9835 \times 245 \text{ days} = 213.8 \text{ AFA}$$

State of Idaho
License and Certificate of Water Right

Water License No. 20281

Amount 1.42 second feet

Water District No. _____

Priority February 2, 1948

THIS IS TO CERTIFY that W. A. Coiner
of Hansen, Idaho, made application for a permit to appropriate the
public waters of the State of Idaho, dated February 2, 1948; that Permit No. 20281
was issued under said application; that Certificate of Completion of works, with a carrying capacity of
1.6 second feet, was issued thereunder on May 12, 1948, showing that said works
were completed on the 5th day of May, 1948; and that on the 16th
day of September, 1948,

W. A. COINER

of Hansen, State of Idaho, made proof to the satisfaction of the
State Reclamation Engineer of Idaho, of the right to use the waters of a well
underground (subterranean flow), for the purpose of irrigation and domestic
use, under Use Permit No. 20281 of the Department of Reclamation
and that said right to the use of said waters has been perfected in accordance with the laws of Idaho,
and is hereby confirmed by the State Reclamation Engineer of Idaho and entered of record in Volume
8 of Licenses at page 4717, on the 14th day of February, 1951;

The right hereby confirmed dates from February 2, 1948;

The Point of Diversion is located

in the 10E 1/4 NE 1/4, Sec. 25, Twp. 11 S., R. 18 E., B.M. Twin Falls County

That the amount of water to which such right is entitled and hereby confirmed, for the purposes
aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall
not exceed 1.49 cubic feet per second.

Description and location of use:

Twp.	Range	Sec.	Forty-acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
11 S.	18 E.	24	SW $\frac{1}{4}$ SE $\frac{1}{4}$	40	40
			SE $\frac{1}{4}$ SE $\frac{1}{4}$	40	40
		25	NE $\frac{1}{4}$ NE $\frac{1}{4}$	40	40
			NW $\frac{1}{4}$ NE $\frac{1}{4}$	40	40
			Number of Acres Actually Irrigated		

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place
of use herein described, as provided by the laws of Idaho.

WITNESS the seal and signature of the State Reclamation Engineer, affixed at Boise, Idaho, this

14th day of February, 1951.

MARK B. KULP

State Reclamation Engineer

(SEAL)

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FEB 29 1988

45-464-
47-2516

INTER-DEPARTMENT MEMO — 1

FROM Jim Stanton

TO Rita

SUBJECT Licensing of Permit 47-7526, Taylor Cattle Co.

Greg Ruddell is the Idaho representative of the Taylor Cattle Co. I have discussed this permit with Mr. Ruddell, and he has requested that the permit be licensed based on our previous field examination of 1979. Due to pending legal problems ~~wo~~ with this land, he requests that the license be issued as soon as possible. All correspondence should be sent to Greg Ruddell, c/o LeMoyné Realty, 1418 No. Blue Lakes Blvd., Twin Falls, ID 83301.

JS

RECEIVED

FEB 29 1988

DATE 9-23-87

JS

SIGNATURE

FIELD REPORT

Department of Water Resources

3. Water will be used for the following purposes:

Other uses: _____

- Other Points of Diversions: _____

Measuring device required: yes ☒ no ☐

6. Lands to be irrigated or place of use.

FEB 29 1988

TOTAL ACREAGE _____ 160

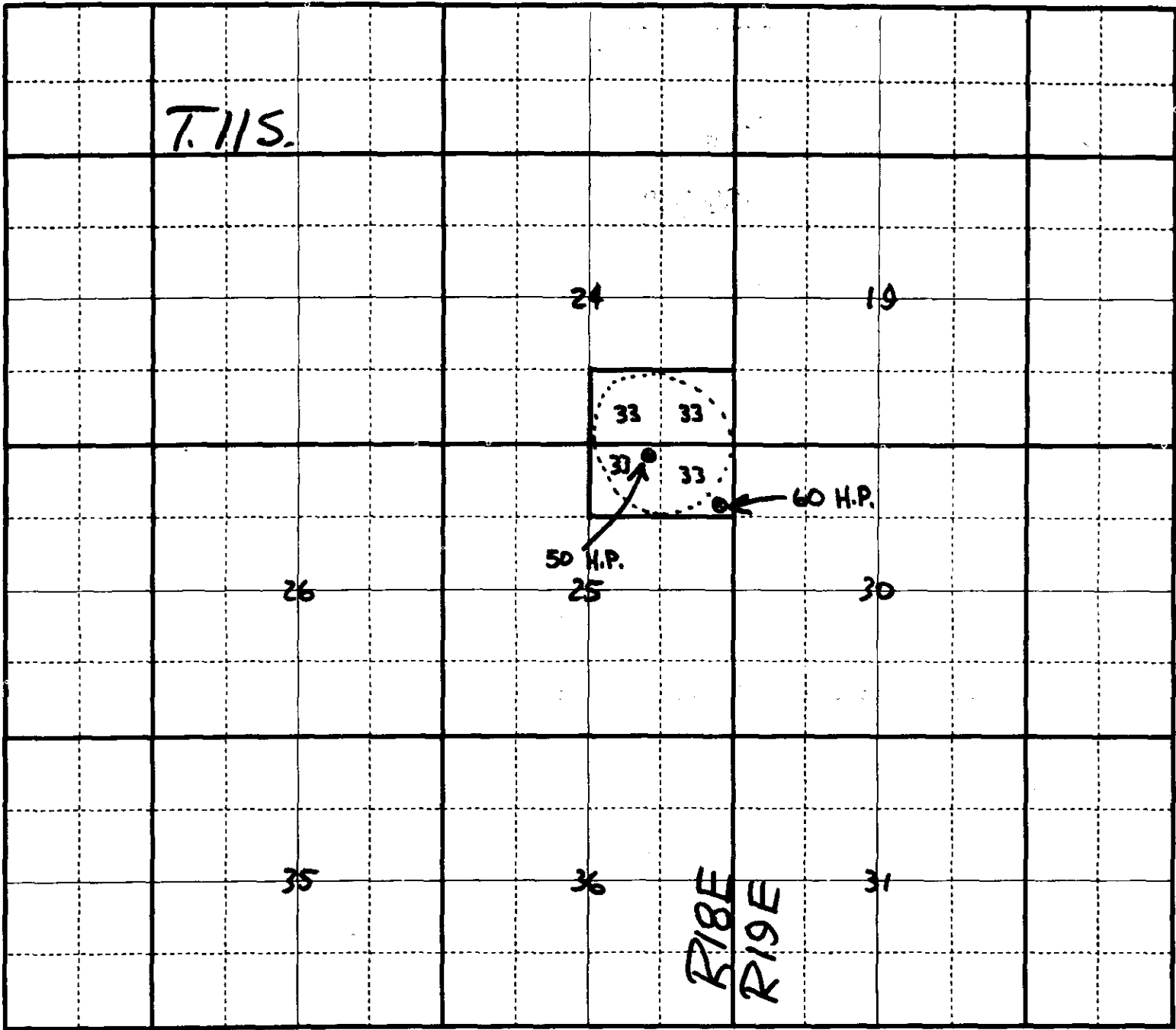
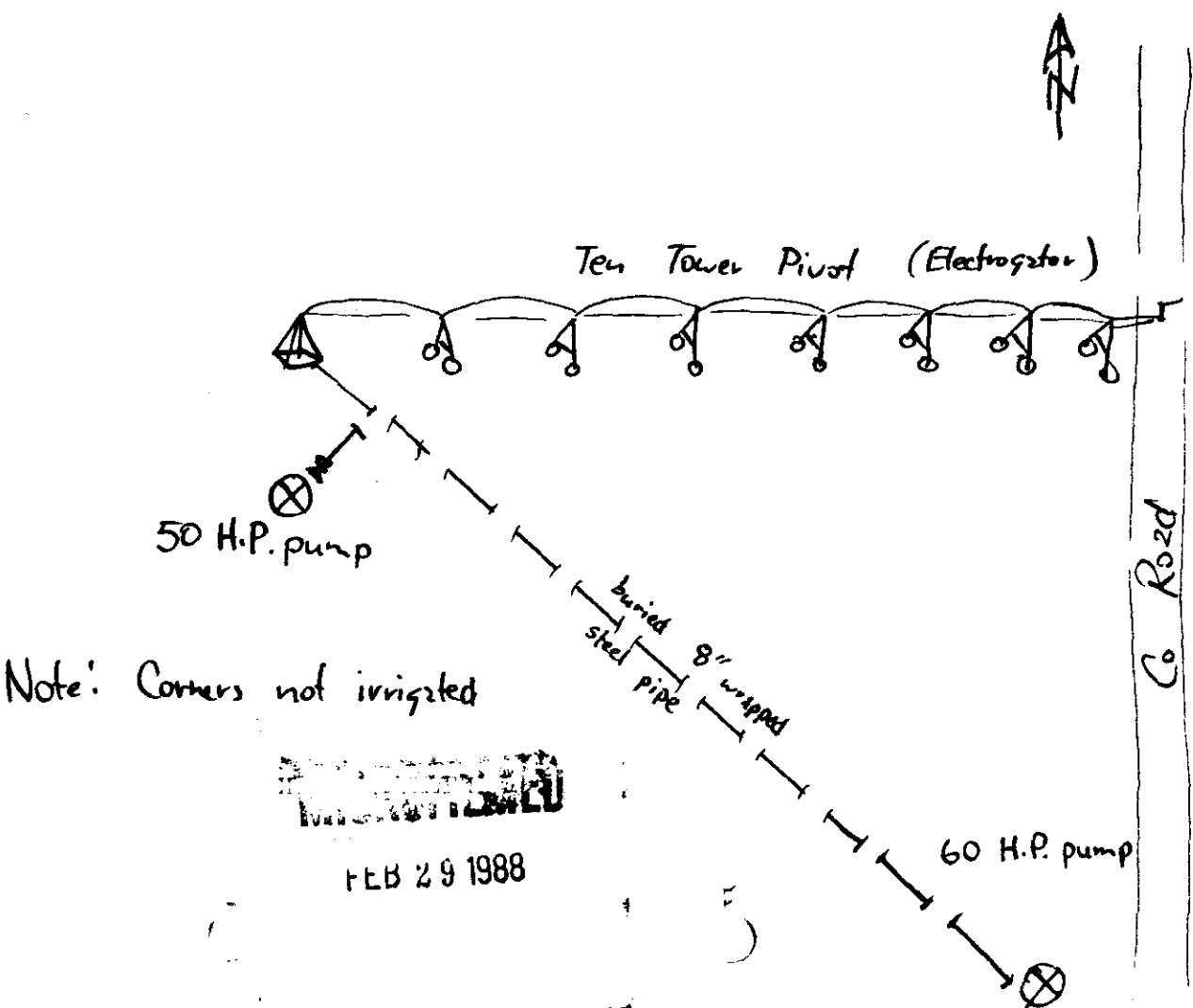


Diagram of System



DATE OF EXAM 4/5/1979

ACREAGE Found 132

Recommended 132

Irrigation Requirement 4.0 Ac Ft/Ac

* USE Irrigation Q = 1.93 ^{0.44 cfs} c.f.s. V = 528 ^{213.4 acre feet} AF/Ann. from March 15 to November 15
Domestic Q = _____ c.f.s. V = _____ AF/Ann. from _____ to _____
Livestock Q = _____ c.f.s. V = _____ AF/Ann. from _____ to _____

Is water co-mingled? yes _____ no X

Name source: _____

twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____ County _____

Exchange? yes _____ no X

Name source exchanged with: _____

twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____ County _____

Point of injection: _____

twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____ County _____

Point of exchange: _____

twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____ County _____

Total Q measured 1.93 cfs Method of measurement Collins tube

*Both pumps running at same time

* Total Q recommended 1.93 ^{0.44 cfs} cfs Meter No. _____ Type _____ Condition _____

Total V recommended 528.0 Ac Ft/Ann

Recommended Amendments: _____

P.D. _____

Place of Use _____

Other _____

None XXX

MEASUREMENT CALCULATION:

(See attached Sheet)

$$V = 4.0 \text{ AF/A} \times 132 \text{ A} = 528.0 \text{ AF/Ann}$$

SYSTEM DESCRIPTION:

One 60 H.P. pump interconnected with one 50 H.P. pump which delivered water to a ten tower pivot with end gun. (System supposedly designed for 1000 gpm) Each pump was on a separate well; each well was reported to have a 20" casing.

(See attached Sheet for pump serial numbers)

REMARKS:

Jim Stanton from the Dept. assisted with the exam. Mr. Taylor was present during the exam. This exam was conducted at the request of Mr. Taylor to re-do one conducted on 7/19/76 by Mr. Taylor. Location is now in Basin 47; needs new number.

Examiner's Signature _____

Date _____

Checked by _____

Date _____

Approved by _____

Date _____

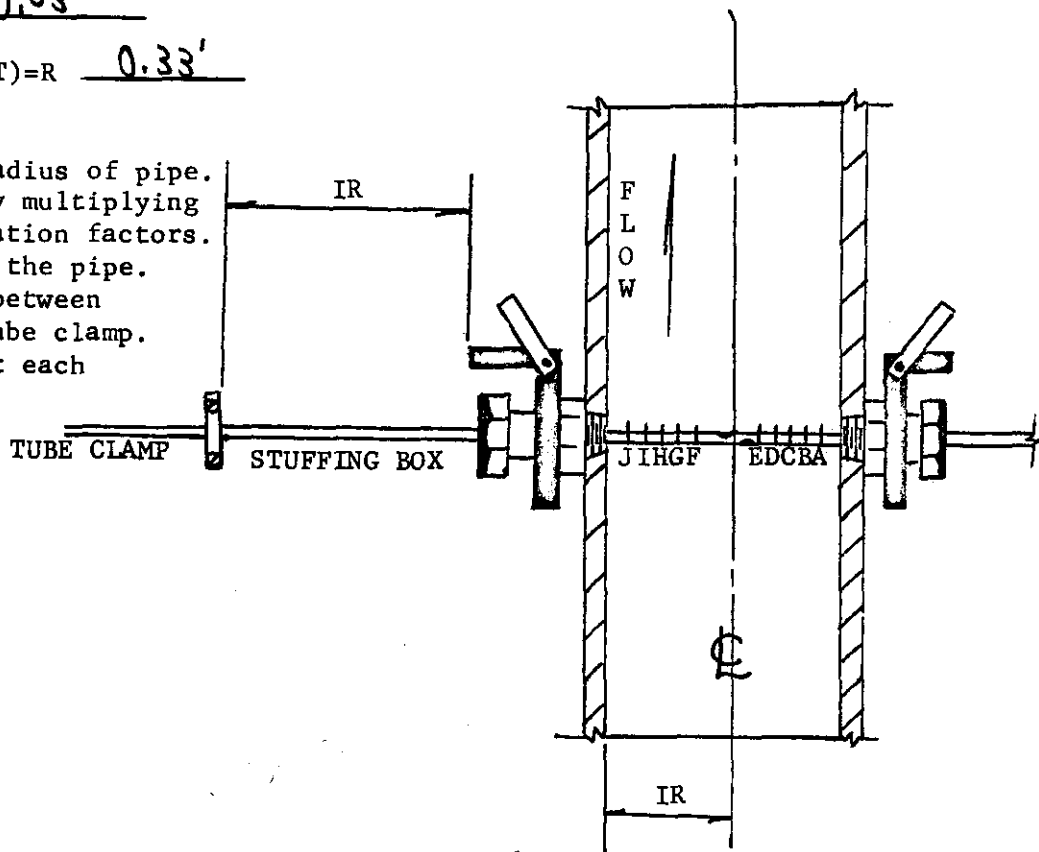
* Can allow only the capacity of the system when this permit & license # 47-2516 are combined. The capacity in 1979 for one well was 1.49 cfs & when it was measured in 1979 the two wells produced 1.93 cfs. So we take the difference between the two measurements as the amount allowable. $\frac{1.93}{1.49}$
ACFT AMNT. = $0.44 \text{ cfs} \times 1.98 \times 245 \text{ days} = 213.4 \text{ acre feet/annum.}$ JG 2/21/80 $\frac{1.93}{0.44 \text{ cfs}}$

PIPE CIRCUMFERENCE (C) 2.27'

WALL THICKNESS (T) 0.03'

INSIDE RADIUS (.1592C-T)=R 0.33'

1. Determine inside radius of pipe.
2. Compute stations by multiplying inside radius X station factors.
3. Center orifices in the pipe.
4. Set inside radius between stuffing box and tube clamp.
5. Measure velocity at each station.



STATION FACTORS		STATIONS (IR)(F)	VELOCITY		A'
F			A	B	
A	.051	0.02	1.72	2.8	3.30
B	.163	0.05	2.37	3.27	4.33
* C	.293	0.10	2.5	3.34	4.20
D	.453	0.15	2.5	3.30	4.07
E	.684	0.23	2.67	3.29	4.12
F	1.316	0.43	2.75	3.29	3.95
G	1.547	0.51	2.70	3.18	3.90
* H	1.707	0.56	2.6	3.15	3.85
I	1.837	0.61	2.5	3.15	3.85
J	1.949	0.64	2.32	3.10	3.65

≈ 2.55 2 point ≈ 3.187 $\nearrow 3.928$
 2.463 all points 1.34 ft

$$Q = 3.1416(IR)^2 \bar{V}$$

* To be used only with the two-point method of determining the average velocity.

A = 1.84 cfs Verti-Line Pump # 375707-34 * G.E. 50 hp motor Model 5K1404FYIS
B = 1.09 GE 60 hp motor Model 31E227U

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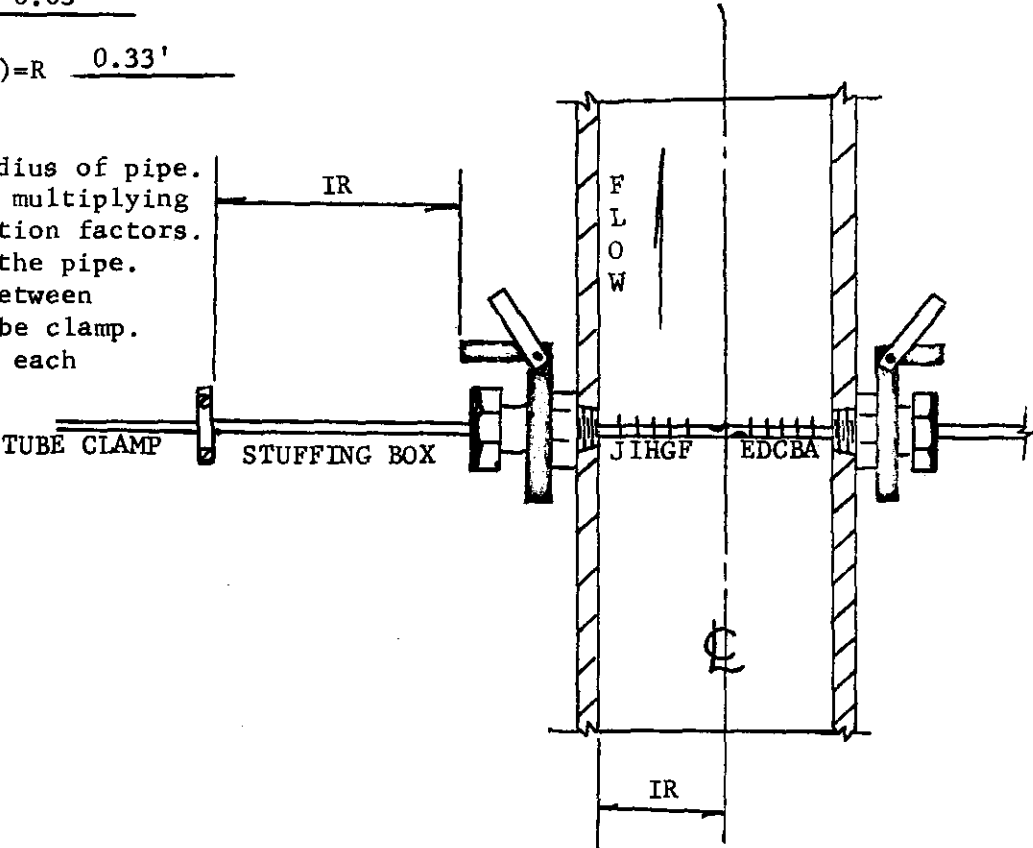
SUPPLEMENTAL SHEET FOR FIELD EXAM 45-7188

PIPE CIRCUMFERENCE (C) 2.27'

WALL THICKNESS (T) 0.03'

INSIDE RADIUS (.1592C-T)=R 0.33'

- 1. Determine inside radius of pipe.
- 2. Compute stations by multiplying inside radius X station factors.
- 3. Center orifices in the pipe.
- 4. Set inside radius between stuffing box and tube clamp.
- 5. Measure velocity at each station.



STATION FACTORS		STATIONS		VELOCITY	
F		(IR/F)		50 HP	60 HP
		from edge pipe			
A	.051	.02	.69	1.72	2.80
B	.163	.05	.72	2.37	3.27
* C	.293	.10	.77	2.50	3.34
D	.453	.15	.82	2.50	3.30
E	.684	.23	.90	2.67	3.29
F	1.316	.43	1.10	2.75	3.29
G	1.547	.51	1.18	2.70	3.18
* H	1.707	.56	1.23	2.60	3.15
I	1.837	.61	1.28	2.50	3.15
J	1.949	.64	1.31	2.32	3.10
AVERAGE VELOCITY				2.463	3.187

$Q=3.1416(IR)^2 \bar{V}$

* To be used only with the two-point method of determining the average velocity.

50 HP $Q= 3.1416 (0.33)^2 (2.463)= 0.84\text{cfs}$

60 HP $Q= 3.1416 (0.33)^2 (3.187)= 1.09\text{cfs}$

Total Q 1.93 cfs

50 HP General Electric motor model 5k1404fyls
with Verti-Line pump # 375707-34

60 HP General Electric motor model 3le227u
with pump with no tag

FEB 29 1988

* Q measured while both pumps were running as is the normal way of operation.



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

JOHN V. EVANS
Governor

C. STEPHEN ALLRED
Director

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

February 21, 1980

Re: Permit No. 47-7526

Taylor Cattle Co.
Route #1, Box 138
Hansen, ID 83334

Gentlemen:

In further reviewing this permit for licensing we have found that our amount of water recommended was incorrect.

Since we can only issue a license for no more than the capacity of the system we must issue this license for 0.44 cfs. When your system was measured in 1949 for the well in the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 25 the amount was 1.49 cfs. When both wells combined were measured in 1979 they both produced 1.93 cfs. These wells and licenses cover the same land. Therefore, in order to issue a license not exceeding the capacity of your system when both rights are used together we can only issue it for the difference between the two measurements which is 0.44 cfs.

If you have any questions, or don't agree with these findings, please contact us within 15 days, otherwise a water license will be issued as set forth below:

Amount: 0.44 cfs, Source - groundwater, Pt. of Diversion-NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 25, Twp. 11S, Rge. 18E, B.M., Beneficial use - Irrigation of 132 acres within the S $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 24; N $\frac{1}{2}$ NE $\frac{1}{4}$, Sec. 25, Twp. 11S, Rge. 18E, B.M., Priority date established-August 19, 1974.

Sincerely,

JAN GROVER
Water Rights Supervisor

Re-Exam.
Mt Taylor
was in 3-6-80
Says system
should produce
1000 gpm.
Contact Max Gillette
678-5359
1658 Butten
Butley
OF Jim Gillette
349-5561

Operators
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FEB 29 1980



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

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

A. Kenneth Dunn
Director

47-7526
TAYLOR CATTLE CO.
RT. 1, BOX 138
HANSEN, ID 83334

returned

138133

August 12, 1986

CERTIFIED MAIL

EXAMINATION FEE NOTICE

Dear Permit Holder:

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

Loren Holmes
LOREN HOLMES
Southern Regional Manager

Enclosures

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FEB 29 1988

file 7188
47-7526

RECEIVED

JUL 29 1982

Department of Water Resources

1025 Xavier Way
Livermore, Calif., 94550
July 21, 1982

RECEIVED

JUL 26 1982

Department of Water Resources
Southern District Office

State of Idaho
Department of Water Resources
Southern District
1041 Blue Lakes Blvd. N
Twin Falls, Idaho 83301

Re: Taylor-Kueny/MacFarlane Escrow, No. 6921

Sirs:

I am enclosing for your records, a copy of "Exhibit A" describing the property I sold to Patrick Kueny and Ralph MacFarlane. I want to advise you that I do not grant a permanent water transfer from the ranch property described in the enclosed Exhibit A.

Please retain this information in your records.

Very truly yours,

Thornton K Taylor
Thornton K. Taylor

Encl.

cc: Betty Putzier, Escrow Dept.
Twin Falls Bank & Trust Co.

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FEB 29 1988

THORNTON K. TAYLOR
IDA I. TAYLOR

EXHIBIT "A"

REAL PROPERTY

RECEIVED

JUL 26 1982

Department of Water Resources
Boise District Office

PARCEL A

Township 11 South, Range 18 East of the Boise Meridian, Twin Falls County, Idaho.

SECTION 36: SE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{4}$ NE $\frac{1}{4}$, AND that part of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ described as beginning at the Southwest corner of NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section and extending North 219 feet; THENCE North 39° 39' East a distance of 848 feet; THENCE South 68° 21' East 826 feet; THENCE Southerly along eastern border 573 feet; THENCE Westerly along southern border 1316 feet to the place of beginning.

PARCEL B

Township 12 South, Range 18 East of the Boise Meridian, Twin Falls County, Idaho.

SECTION 1: Lots 1, 2, 3, 4, S $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$.

PARCEL C

Township 11 South, Range 18 East of the Boise Meridian, Twin Falls County, Idaho,

SECTION 25: E $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$.

PARCEL D

Township 11 South, Range 18 East of the Boise Meridian, Twin Falls County, Idaho,

SECTION 24: S $\frac{1}{4}$ SE $\frac{1}{4}$.

PARCEL E

Township 11 South, Range 19 East of the Boise Meridian, Twin Falls County, Idaho,

SECTION 30: Lots 3 and 4.

TOGETHER WITH the following appurtenant water rights as evidenced by the Department of Water Resource numbers:

License numbers: 45-0389, 45-0390, 45-0387 and 45-0388, decreed under that certain decree of the District Court of the Fourth Judicial District of the State of Idaho, in and for Cassia County, dated March 19, 1892.

License numbers: 45-2245, 45-2246, 45-2307, 45-2388 and 45-2386.

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FEB 29 1988

Permit number: 45-7188

License numbers: 45-358 as set out in the decree in the case of Norton, et al vs. Larsen, et al, dated March 10, 1904 in the District Court of Twin Falls County, State of Idaho.

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FEB 29 1988

INTER-DEPARTMENT MEMO — 1

FROM

Polyn

DATE

5/25

TO

File 47-7526

SUBJECT

Hold off on processing assignment as
per Greg Ruddell. He is going to talk
to Jim Stanton about the ~~Seixam~~.

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FEB 29 1988

SIGNATURE



THE TRAVELERS

Real Estate Investment Department
Agricultural Division
Gregory S. Ruddell

RECEIVED
MAY 13 1982
Department of Water Resources

May 12, 1982

Ms. Robyn Carlson
Department of Water Resources
Statehouse Mail
Boise, ID 83720

RE: Permit #47-7526

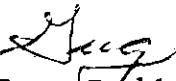
Dear Ms. Carlson:

Per our telephone conversation on the above date, I have enclosed the following documents:

1. Agreement for Sale
Thorton Taylor to John Lishman
a) Exhibit A - listing of water permit #45-7188
(old)
2. Assignment of Agreement for Sale
John Lishman to Keuny/MacFarlane
3. Addendum to Agreement

I hope the above information meets your needs to transfer the above permit to Kueny/MacFarlane and also assign this permit to Traveler's Insurance. If you need any additional information, please contact me.

Sincerely,


Greg Ruddell

GR:dd
cc: Portland, OR

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FEB 29 1988

AGREEMENT FOR SALE AND PURCHASE OF REAL AND PERSONAL PROPERTY

THIS AGREEMENT, is made and entered into this 26 day of Apr, 1979, between THORNTON K. TAYLOR and IDA I. TAYLOR, husband and wife, and THORNTON K. TAYLOR, Attorney in Fact for THEODORE K. TAYLOR and PATRICIA ANN BROADMAN, hereinafter called the Seller and JOHN LISHMAN, hereinafter called the Buyer.

In consideration of the covenants and agreements herein contained, the Seller agrees to sell and convey to the Buyer, and the Buyer agrees to purchase, the following described real and personal property, together with all improvements thereon, situated in the County of Twin Falls, State of Idaho, to-wit:

REAL PROPERTY -- SEE ATTACHED EXHIBIT "A"

PERSONAL PROPERTY -- SEE ATTACHED EXHIBIT "B"

PURCHASE PRICE: The Buyer agrees to pay the Seller, and the Seller agrees to accept, as the purchase price of the said real and personal property, the sum of One Million Dollars (\$1,000,000.00), together with interest as herein provided, as follows:

1. One Hundred Thousand Dollars (\$100,000.00), as a down payment, receipt whereof is hereby acknowledged by the Seller.
2. One Hundred Fifty Thousand Dollars (\$150,000.00) on or before May 15, 1979.
3. Seven Hundred Fifty Thousand Dollars (\$750,000.00), with interest thereon at the rate of 7½% per annum, from July 1, 1979, payable to the Seller as follows:

Thirty-One Thousand Five Hundred Ninety Seven and 50/100 (\$31,597.50), semi-annually, including accrued interest on unpaid principal, the first such payment due January 2, 1980, with succeeding semi-annual payments due on the 2nd day of July and 2nd day of January, of each and every year thereafter until all of said interest and principal are fully paid, the balance due

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July 2, 1989.

3. The parties agree that the Buyer may make additional payments which shall be applied to the principal and interest accrued at the time of making any such additional payments, except that no more than 29% of the total purchase price shall be paid by the Buyer to the Seller during 1979. It is agreed that such additional payments shall not be considered to be prepayments of the semi-annual payments required of the Buyer, and shall in no way relieve the Buyer of his obligation to make said semi-annual payments.

POSSESSION: The parties agree that the Buyer shall take possession of said property on the date of this agreement, and shall have the right to continue possession of said property so long as the Buyer complies with the covenants and agreements required of the Buyer as herein provided.

TAXES: The Seller warrants that the real estate and personal property taxes for the year 1978 and prior years have been paid. It is agreed that the 1979 taxes will be prorated between the parties as per the proration of rent agreed upon in the Option to Purchase dated January 18, 1979. The Buyer agrees to pay all taxes and water assessments levied and assessed against the above described real and personal property for the year 1980 and all subsequent years during this contract.

INSURANCE: The Buyer agrees to insure the improvements on the premises and all irrigation equipment against loss by fire or elements for their full insurable value, and to maintain said policy at all times during the life of this contract. It is understood and agreed that any cash payment made to either party for losses arising under said policy shall either be applied to the unpaid principal then owing under this contract, or at the option of the Buyer, be applied toward restoring the damaged improvements or irrigation equipment. Said policy shall have a

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FEB 29 1988

loss payable clause attached thereto payable to the parties as their interests may appear, and said policy shall be deposited with the seller herein named. The existing insurance policies on the improvements may at the election of the Seller be assigned to the Buyer and the unearned premium therefor shall be prorated in the same manner as taxes.

RISK OF LOSS: From this date forward, Buyer assumes all risk of loss or damage to the improvements on the above described real property, and the personal property, by fire, act of God, lawful condemnation or other cause, and agrees to make the payment as herein described, notwithstanding any loss that may occur, except as said loss may be compensated for by insurance, the proceeds of which, if paid to the Seller shall be applied to the credit of the Buyer on the purchase price of this contract.

DELIVERY OF DEED AND BILL OF SALE: Upon payment of the final installment due under this agreement on May 2, 1989, the Seller will deliver to the Buyer a Warranty Deed, Bill of Sale and Assignment of Water Rights conveying to the Buyer the real estate, personal property, and water rights described in Exhibits "A" and "B", attached hereto.

TITLE INSURANCE: The Seller hereby agrees to furnish to the Buyer, at the time of the execution of this agreement, a purchaser's title insurance policy covering said described real property insuring to the Buyer to the extent and in the amount of One Million Dollars (\$1,000,000.00), good and merchantable title in and to the said described real property in the Seller herein in fee simple, free and clear of all encumbrances except easements of record.

RELEASE OF DESIGNATED PROPERTY: When the principal sum of Five Hundred Seventy Two Thousand Dollars (\$572,000.00) has been paid by the Buyer to the Seller, the Seller agrees to

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FEB 29 1988

deliver to the Buyer a Warranty Deed to the following described property: Parcel C, Parcel D and Parcel E described on the attached Exhibit "A".

ATTORNEY'S FEES: If any suit or action is brought to enforce any of the terms, conditions or covenants of this contract, the prevailing party shall be entitled, as part of the judgment rendered, to a reasonable attorney's fee to be fixed by the Court in addition to any costs allowed by law. In the event of default by the Buyer and in the event the Seller is required to serve a notice of default on the Buyer, the Buyer agrees that the expense to the Seller for the preparation of said notice of default, which cost it is agreed will be One Hundred Dollars (\$100.00) shall be added to and become a part of the indebtedness.

WASTE, LIENS AND USE: The Buyer shall keep the above described real property and improvements thereon, and irrigation equipment, and personal property, in good repair, reasonable wear, tear and casualty excepted, and the Buyer agrees to maintain fences, control and eradicate noxious weeds in a good and farmerlike manner during the life of this contract. The Buyer shall not permit mechanic's or materialmen's or other liens to be filed or exist against the above described real property. The Buyer agrees that he will neither use or permit the use of said real property for any illegal or unlawful purposes, nor shall suffer nor commit waste upon said real property.

INSPECTION: The Buyer agrees that he has entered into this Contract relying solely upon information and knowledge obtained from a personal inspection of the property both real and personal, by himself or his agents and is not relying on any information or statements made by the Seller or their agents. This instrument constitutes the whole contract between the

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FEB 29 1988

parties. No warranties, agreements or representations have been made or shall be binding upon either party unless herein set forth. The Buyer is accepting the property in its present condition and state of repair as is.

FORFEITURE: Time and the faithful performance of the terms, conditions, covenants and agreements herein are the essence of this contract; and if the Buyer shall fail, refuse or neglect to pay each of the installments as they severally become due, or fail to keep and perform each of the covenants or agreements herein contained on the part of the Buyer to be kept and performed, then the Seller shall thereupon or at any time thereafter, during the continuance of such default, and in addition to other remedies provided by law of this contract, have the right and option to declare all sums payable under this contract to be due and payable and forthwith recover the same by suit instituted therefor, without first tendering or delivering to the Buyer said Deed covering said real property; or Seller shall have the right at Seller's option to declare this contract forfeited, and in the latter event if the Buyer shall fail to make good such default within 30 days after the Seller has delivered written notice of declaration personally, or by depositing said declaration in the United States Mail addressed to the Buyer at 1616 Anacapa Street, Santa Barbara, California, 93101, which it is agreed shall constitute a good and sufficient notice and service thereof, then and in that event all the rights of the Buyer in and to said described real and personal property, and all his rights under this contract, shall immediately cease and terminate and said property, together with all improvements thereon, shall revert and revest in the Seller without further action on the part of the Seller; and failure on the part of the Seller to forfeit this contract by reason of any breach thereof on the part of the Buyer shall not deprive the Seller of the right to

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FEB 29 1988

forfeit the same for any subsequent breach thereof; and upon forfeiture of this contract, as herein provided, the Buyer hereby covenants and agrees, upon demand of the Seller, to quietly and peaceably surrender to the Seller said real property and every part thereof; and any possession of the Buyer after such termination shall be deemed that of tenants holding over after the expiration of their term and they shall be liable to be dispossessed of such.

This contract shall be binding upon the respective heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

Thornton K. Taylor
THORNTON K. TAYLOR

Ida I. Taylor
IDA I. TAYLOR

John Lishman
JOHN LISHMAN

Theodore K. Taylor
THEODORE K. TAYLOR
By Thornton K. Taylor
his attorney in fact

Patricia Ann Broadman
PATRICIA ANN BROADMAN
By Thornton K. Taylor
her attorney in fact

Taylor Pro B

EXHIBIT "A"

REAL PROPERTY

PARCEL A

Township 11 South, Range 18 East of the Boise Meridian, Twin Falls County, Idaho.

SECTION 36: SE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$, AND that part of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ described as beginning at the Southwest corner of NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section and extending North 219 feet; THENCE North 39° 39' East a distance of 848 feet; THENCE South 63° 21' East 826 feet; THENCE Southerly along eastern border 573 feet; THENCE Westerly along southern border 1316 feet to the place of beginning.

PARCEL B

Township 12 South, Range 18 East of the Boise Meridian, Twin Falls County, Idaho.

SECTION 1: Lots 1, 2, 3, 4, S $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$.

PARCEL C

Township 11 South, Range 18 East of the Boise Meridian, Twin Falls County, Idaho,

SECTION 25: E $\frac{1}{2}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$.

PARCEL D

Township 11 South, Range 18 East of the Boise Meridian, Twin Falls County, Idaho,

SECTION 24: S $\frac{1}{2}$ SE $\frac{1}{4}$.

PARCEL E

Township 11 South, Range 19 East of the Boise Meridian, Twin Falls County, Idaho,

SECTION 30: Lots 3 and 4.

TOGETHER WITH the following appurtenant water rights as evidenced by the Department of Water Resource numbers:

License numbers: 45-0389, 45-0390, 45-0387 and 45-0388, decreed under that certain decree of the District Court of the Fourth Judicial District of the State of Idaho, in and for Cassia County, dated March 19, 1892.

License numbers: 45-2245, 45-2246, 45-2307, 45-2388 and 45-2386.

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Permit number: 45-7188

License numbers: 45-358 as set out in the decree in the case of Norton, et al vs. Larsen, et al, dated March 10, 1904 in the District Court of Twin Falls County, State of Idaho.

EXHIBIT "A"
Page -2-

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FEB 29 1988

EXHIBIT "A"

PERSONAL PROPERTY

Drapes and electric range in residence.

12' x 60' Tamarack Mobile Home

One (1) Stochner feed mill with appurtenances (as is)

Three (3) Electrogator irrigation pivots complete, together with valves, reducers, sprinkler heads used in conjunction with said pivots.

One (1) 3/8 mile thunderbird side-roll wheel line.

Approximately 4300' buried mainline.

Twenty-four (24) 8" 30 foot protable aluminum gated pipe.

30 h.p. pump and motor.

25 h.p. pump and motor.

100 h.p. pump and motor.

75 h.p. pump and motor.

60 h.p. pump and motor.

30 h.p. pump and motor.

100 h.p. pump and motor.

60 h.p. pump and motor.

50 h.p. pump and motor.

- All pumps and motors to include wiring, switch panels, column, shafting, tubing, bowls, suction pipe, cones, valves and other equipment used in conjunction with or pertaining to the above listed pumps and motors.

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ASSIGNMENT OF AGREEMENT FOR SALE AND PURCHASE OF
REAL AND PERSONAL PROPERTY

THIS AGREEMENT is made and entered into this 10th day of July, 1979, by and between JOHN LISHMAN and LYNETT LISHMAN, husband and wife, hereinafter called "Assignors", and PATRICK KUENY and LARONNA M. KUENY, husband and wife, and RALPH E. MacFARLANE and ANN M. MacFARLANE, husband and wife, both of 1616 Anacapa Street, Santa Barbara, California, 93102, hereinafter called "Assignees".

FOR GOOD AND VALUABLE CONSIDERATION, the Assignors do hereby sell, transfer, set over and assign to the Assignees all the Assignors right, title and interest in and to a certain Agreement for Sale and Purchase of Real and Personal Property entered into on the 26 day of April, 1979, by and between Thornton K. Taylor and Ida I. Taylor, husband and wife, and Thornton K. Taylor, Attorney in Fact for Theodore K. Taylor and Patricia Ann Broadman, as Sellers, and John Lishman as Buyer, and the Assignors hereby grant, bargain, sell and convey as well, to the Assignees, all right, title and interest in and to the following described real and personal property situated in the County of Twin Falls, State of Idaho, to-wit:

REAL PROPERTY -- SEE ATTACHED EXHIBIT "A"

PERSONAL PROPERTY -- SEE ATTACHED EXHIBIT "B"

The Assignors agree to pay the One Hundred Fifty Thousand and no/100 (\$150,000.00) due on or before May 15, 1979. The Assignees assume and agree to pay Sevent Hundred Fifty Thousand Dollars (\$750,000.00), and interest from July 2, 1979, balance remaining unpaid on the above referred to Agreement for Sale and Purchase of Real and Personal Property, Assignees assuming as well all other obligations as per the terms of the above mentioned agreement.

The Assignors fully authorize and empower the Assignees, on

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FEB 29 1988

performance of the said covenants and conditions, to demand and receive of the Sellers, in the Assignees names, the Warranty Deed, Bill of Sale and Assignment of Water Rights to be given in said Agreement, and all preceding Deeds or conveyances necessary to complete title in the Assignors, in the same manner to all intents and purposes as the Assignors might or could do were these presents not executed.

This agreement to be binding upon the parties hereto, their heirs, executors, administrators and assigns.

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

John Lishman
JOHN LISHMAN

Lynett Lishman
LYNETT LISHMAN

"ASSIGNORS"

Patrick Kueny
PATRICK KUENY

Laronna K. Kueny
LARONNA K. KUENY

Ralph E. MacFarlane
RALPH E. MacFARLANE

Ann M. MacFarlane
ANN M. MacFARLANE

"ASSIGNEES"

CONSENT TO ASSIGNMENT AND AGREEMENT TO CONVEY TO ASSIGNEES

We, sellers under the aforesaid Agreement for Sale and Purchase of Real and Personal Property, hereby consent to this Assignment and agree to execute to the Assignees herein the Deed, Bill of Sale and Assignment of Water Rights upon full performance of the Agreement for Sale and Purchase of Real and Personal Property referred to herein.

Thornton K. Taylor
THORNTON K. TAYLOR

Ida I. Taylor
IDA I. TAYLOR

Theodore K. Taylor
THEODORE K. TAYLOR

by Ida I. Taylor
his attorney in fact

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ADDENDUM TO AGREEMENT FOR SALE AND PURCHASE
OF REAL AND PERSONAL PROPERTY

THIS ADDENDUM TO AGREEMENT FOR SALE AND PURCHASE OF REAL AND PERSONAL PROPERTY is made and entered into this ____ day of _____, 1980, by and between THORNTON K. TAYLOR and IDA I. TAYLOR, husband and wife, and THORNTON K. TAYLOR, Attorney in Fact, for THEODORE K. TAYLOR and PATRICIA ANN BROADMAN, (hereinafter collectively referred to as "Seller") and PATRICK KUENY and LARONNA KUENY, husband and wife, and RALPH E. MACFARLANE and ANN M. MACFARLANE, husband and wife, (hereinafter collectively called "Buyer");

WITNESSETH:

WHEREAS, Seller and Buyer's assignor previously entered into that certain Agreement For Sale And Purchase Of Real And Personal Property, (hereinafter referred to as the "Agreement"), dated the 26th day of April, 1979, whereby Buyer's assignor agreed to purchase and Seller agreed to convey certain real property located in the county of Twin Falls, State of Idaho, and improvements thereon, situated in the County of Twin Falls, State of Idaho, which real property is described on Exhibit A hereto and which personal property is described on Exhibit B hereto; and

WHEREAS, Buyer's assignor assigned all of the said assignor's right, title and interest in and to the subject real property and improvements thereon pursuant to an Assignment Of Agreement For Sale and Purchase Of Real And Personal Property on the 10th day of May, 1979, and Seller consented and agreed thereto; and

WHEREAS, Seller and Buyer desire to supplement the terms and conditions of the Agreement.

For and in consideration of the covenants and conditions herein contained, the parties agree to supplement the terms and conditions of the said Agreement in accordance with the terms hereof:

ADDENDUM TO AGREEMENT, P. 1

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1 1. PREPAYMENT OF PURCHASE PRICE: The Buyer agrees to pay to
2 Seller, and Seller agrees to accept, a prepayment of the total
3 purchase price in lawful money of the United States of America
4 which shall be applied to immediately reduce the principle balance
5 upon payment and shall be payable as follows:

6 (1) The sum of \$10,000.00 upon the execution of this
7 Agreement, receipt of which is hereby acknowledged;

8 (2) The sum of \$5,000.00 in addition to the payment required
9 under the terms of the Agreement on January 2, 1981;

10 (3) The sum of \$5,000.00 in addition to the payment required
11 under the terms of the Agreement on July 2, 1981;

12 (4) The sum of \$5,000.00 in addition to the payment required
13 under the terms of the Agreement on January 2, 1982.

14 2. RELEASE OF CLAIMED DEFAULT: Seller specifically
15 covenants and agrees that Buyer is not in default under the terms
16 and conditions of this Agreement and, further, waives any right to
17 assert a default as a result of the removal by Buyer from the real
18 property which is the subject matter of this Agreement of certain
19 personal property described as:

20 (a) A storage building located on the premises;

21 (b) A feed mill located on the premises.

22 The parties further agree that the Buyer has obtained
23 adequate insurance as required under the terms and conditions of
24 the Agreement as of the date hereof.

25 The parties understand that the Buyer does not, by entering
26 into this Addendum Agreement, admit that a default of any kind or
27 type has occurred under the terms and conditions of the Agreement
28 and specifically denies the same.

29 * 3. ESCROW: The Twin Falls Bank & Trust Company of Twin
30 Falls, Idaho, is hereby designated escrowholder with power and
31 authority to act as such under the terms and conditions of this
32 Agreement.

1 The following documents shall be delivered to and held by the
2 said escrowholder, subject to the terms and conditions of this
3 Agreement and any escrow instructions executed in connection
4 herewith:

5 (a) A copy of the Agreement;

6 (b) Original of this Addendum Agreement;

7 (c) Warranty Deed to the subject property from Seller to
8 Buyer conveying the subject property to the Buyer free and clear
9 of all encumbrances except those referred to in this Addendum
10 Agreement or the Agreement;

11 (d) Warranty Deeds to certain parcels described as parcels
12 C, D and E on Exhibit A hereto;

13 (e) Quitclaim Deed to parcels A and B of the property from
14 the Buyer to the Seller;

15 (f) Quitclaim Deed to parcels C, D and E from the Buyer to
16 Seller;

17 * (g) Assignment of Water Rights from Seller to Buyer;

18 (h) Bill of Sale to all personal property which is the
19 subject matter of this Agreement conveying the same from Seller to
20 Buyer;

21 (i) Proof of any insurance policies as may be required to be
22 obtained by Buyer under the terms of the Agreement.

23 The escrowholder is directed to receive the payments required
24 hereunder and under the terms of the Agreement and to forward the
25 same to:

26
27
28 The escrowholder is further directed that upon payment of the
29 principal sum of \$572,000.00 from Buyer to Seller, the
30 escrowholder shall deliver to Buyer Warranty Deed(s) to parcel C,
31 D and E, of the subject real property and the Quitclaim Deed from
32 Buyer to Seller conveying Buyer's interest in the said parcels C,
D and E.

ADDENDUM TO AGREEMENT, P. 3

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FEB 29 1988

1 Upon full compliance with the terms hereof and subject to
2 these terms, the escrowholder is instructed to deliver all
3 remaining deeds, the assignment of water rights and the Bill of
4 Sale in escrow as well as all other documents thereon to the Buyer.
5 Should a default of this Agreement occur and forfeiture become
6 effective as hereinafter set out, Buyer authorizes and instructs
7 the escrowholder to return to Seller all papers then held in
8 escrow.

9 4. EXPENSE OF ESCROW: All escrow charges shall be paid by
10 the Buyer.

11 5. DEFAULT: Time and prompt performance of each and every
12 obligation of Buyer is agreed to be made the essence of this
13 Agreement. Should Buyer fail and neglect to make any payment when
14 due, and before the same becomes delinquent, or fail or neglect to
15 carry out any of the terms and conditions of the Agreement to be
16 performed by Buyer, then this Agreement shall be in default, and
17 upon a default occurring, the Seller may submit a written request
18 to the escrowholder to cause a written notice of default,
19 addressed to Buyer to be prepared, calling attention to Buyer of
20 the matters then in default or on account of which a breach is
21 claimed, and the escrowholder shall send the notice of default in
22 accordance with the notice provisions hereof to Buyer at the
23 address set forth therein. In the event of a forfeiture all of the
24 rights of Buyer in the Agreement shall cease and terminate except
25 to the extent real and personal property have been released to
26 Buyer in accordance with the terms hereof. The parties agree that
27 all of the other terms and conditions of the paragraph commenced
28 on page 5 of the Agreement entitled "Forfeiture" shall remain in
29 full force and effect.

30 6. NOTICE: All notices to be given hereunder to either
31 Seller or Buyer by the other shall be sent by registered mail, or
32 certified mail, postage prepaid, return receipt requested,

addressed to the following representative:
ADDENDUM TO AGREEMENT, P.

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FEB 29 1988

1 TO SELLER:

2 Mr. & Mrs. Thornton Taylor
3 1025 Xavier Way
4 Livermore, CA 94550

5 TO BUYER:

6 Mr. & Mrs. Patrick Kueny
7 1616 Anacapa Street
8 Santa Barbara, CA 93101

9 7. NECESSARY DOCUMENTS: Each party hereto agrees to execute
10 and deliver to the other party all instruments or documents that
11 may be necessary or required to effectuate the terms and
12 provisions of this Agreement.

13 8. INCORPORATION OF TERMS BY REFERENCE: The parties
14 understand and agree that all terms and conditions of the
15 Agreement are hereby incorporated herein by reference as if set
16 forth at length; provided, that this Addendum Agreement shall
17 supercede the terms of the Agreement to the extent it is in
18 conflict therewith. This Agreement shall be binding upon and
19 inure to the benefit of the respective heirs, executors, personal
20 representatives, administrators and assigns of the parties hereto.

21 IN WITNESS WHEREOF, the parties have executed this Addendum
22 to Agreement the day and year first above-written.

23 SELLER:

24
25 Thornton K Taylor
26 THORNTON K. TAYLOR

27 Ida I. Taylor
28 IDA I. TAYLOR

29 Thornton Theodore K Taylor
30 THEODORE K. TAYLOR
31 By Thornton K Taylor
32 his attorney in fact

May 6, 1982

RE: Permit No. 47-7526

The Travelers Insurance Co.
Emil A. Schmitt
707 Southwest Washington St.
Portland, OR 97205

Dear Mr. Schmitt:

Our office received an assignment of permit on May 3, 1982. However, I am returning it to you. Our records show that the present owner of Permit No. 47-7526 is Taylor Cattle Company and not Patrick J. Kueny and Ralph E. MacFarland.

In Idaho, a water right permit is considered personal property and can be acquired when the current permit holder assigns all or part of his right.

If you have any questions please contact me at 334-4123.

Sincerely,

ROBYN CARLSON
Chief Clerk

RC:kw
Enclosure

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FEB 29 1988



THE TRAVELERS

RECEIVED

MAY 3 1982

Department of Water Resources

Real Estate Investment Department
Agricultural Division
Emil A. Schmitt, Regional Manager
Telephone: (503) 248-2022

April 29, 1982

Department of Water Resources
State Capitol
Boise, Idaho 83720

Re: Loan No. 501510 2 - Permit No. 47-7526
KUENY, Patrick J. and MAC FARLANE, Ralph E.
1616 Anacapa Street, Santa Barbara, Ca. 93101

Gentlemen:

Enclosed is an Assignment which we hold in connection with our real estate loan on the property served by the permit indicated. We hope to have the permit developed into a license at the earliest possible date.

Would you please file this Assignment, so that the permit may not be transferred.

Thank you.

Very truly yours,

THE TRAVELERS INSURANCE COMPANY


Emil A. Schmitt
Regional Manager

kp/encl.

cc: Asst. Manager Greg S. Ruddell
cc: Patrick J. Kueny & Ralph E. MacFarlane
cc: R. E. I. D. - Home Office

MICROFILMED

FEB 29 1988

FROM

Jan

TO

file

SUBJECT

Exam for Taylor Cattle Co.

INTER-DEPARTMENT MEMO — 1

DATE

3/6/80

send license
to Jim Stanton

I returned the exam again to the
Region as Mr. Taylor phoned them &
disagreed with our measurement.
They will do a re-exam this spring.

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FEB 29 1988

Jan Glover
SIGNATURE

February 21, 1980

Re: Permit No. 47-7526

Taylor Cattle Co.
Route #1, Box 138
Hansen, ID 83334

Gentlemen:

In further reviewing this permit for licensing we have found that our amount of water recommended was incorrect.

Since we can only issue a license for no more than the capacity of the system we must issue this license for 0.44 cfs. When your system was measured in 1949 for the well in the NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 25 the amount was 1.49 cfs. When both wells combined were measured in 1979 they ~~were~~ produced 1.93 cfs. These wells and licenses cover the same land. Therefore, in order to ~~issue~~ a license not exceeding the capacity of your system when both rights are used together we can only issue it for the difference between the two measurements which is 0.44 cfs.

If you have any questions, or don't agree with these findings, please contact us within 15 days, otherwise a water license will be issued as set forth below:

Amount: 0.44 cfs, Source - groundwater, Pt. of Diversion-NE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 25, Twp. 11S, Rge. 18E, B.M., Beneficial use - Irrigation of 132 acres within the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 24; NE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 25, Twp. 11S, Rge. 18E, B.M., Priority date established-August 19, 1974.

Sincerely,

JAN GROVER
Water Rights Supervisor

MICROFILMED

FEB 29 1988

Dave - Is this correct - I issued it for the difference between the capacity when the one well was measured on 47-2516 + when both were measured this time since it is the same lands. However, should I have issued it for the capacity of the new well since they could have 1.41 cfs to bring these acres up to 1"?

Sam: This is correct (1.44 cfs)
Dave.

Dave - Is this correct - I issued
it for the difference between the
capacity when the one well was mea-
sured on 47-2516 + when both were
measured this time since it is the
same lands. However, should I have
issued it for the capacity of the new
well since they could have 1.41 cfs
to bring these acres up to 1"?

Jan: This is correct (1.44 cfs)
Dave Jan

August 23, 1979

Taylor Cattle Co.
Route 1, Box 138
Hansen, ID 83334

Gentlemen:

RE: Permit No. 47-7526

A representative of this Department made an examination of the works covered by your Permit No. 47-7526 on April 5, 1979, and has found the following:

Amount of water that can be recognized as beneficially used under
Idaho law: 1.93 cfs Source: groundwater

The maximum quantity diverted shall not exceed 528 acre feet per
year.

Point of Diversion: NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 25, Twp. 11S, Rge. 18E, B.M.

Beneficial use: Irrigation of 132 acres within the S $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 24;
NE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 25, Twp. 11S, Rge. 18E, B.M.,

Priority date established: August 19, 1974.

If you do not concur with these findings please contact us within 10 days, otherwise a
water license will be issued as set forth above.

Sincerely,

JAN GROVER
Water Rights Supervisor

JG:rr

*Discreet
(see new letter)*

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FEB 28 1988

INTER-DEPARTMENT MEMO — 1

DATE 5-4-79

FROM Jim, Southern

TO Jan Grover

SUBJECT Permit 45-7188

Permit needs a new number - now in Basin 47

done

JS

SIGNATURE

INTER-DEPARTMENT MEMO — 1

FROM

Jan

TO

Gary

SUBJECT

DATE

9/1/78

This is the exam for Taylor
Cattle Co. Mr. Taylor was in
your office today & requested
a re-exam.

SIGNATURE

DEPARTMENT OF WATER ADMINISTRATION
FIELD REPORT

RECEIVED

1. Name of permit holder Taylor Cattle Company
Post office address Rt. 1, Box 138, Hansen, ID 83334 Phone AUG 13 1975
Person to contact Thornton Taylor, President Department of Water Resources
Southern District Office

2. Source of water supply: Groundwater ☒ Surface water ☐
Tributary to _____ (name of spring, stream, etc.)

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3. Water will be used for the following purposes:
Amount 3.20 c.f.s. for Irrigation Department of Water Resources
AF/Annum (nature of use) Southern District Office
Period of Use: from March 15 to Nov. 15
(mo.-day) inclusive (mo.-day)
Amount _____ c.f.s. for _____
AF/Annum (nature of use)
Period of Use: from _____ to _____
(mo.-day) inclusive (mo.-day)
Amount _____ c.f.s. for _____
AF/Annum (nature of use)
Period of Use: from _____ to _____
(mo.-day) inclusive (mo.-day)
Other uses: _____

Permit No. 45-7188
Examination for b/u

4. Total amount to be appropriated:
Max Rate of Diversion 3.20 cubic feet per second and annual volume _____ AF/Annum.
5. Location of Point(s) of Diversion:
Township 11S N/S, Range 18E E/W, B.M., Section 25, Subdivision NW 1/4 NE 1/4, Twin Falls
County Twin Falls.
Township 11S N/S, Range 18E E/W, B.M., Section 25, Subdivision NE 1/4 NE 1/4, Twin Falls.
County _____
Township _____ N/S, Range _____ E/W, B.M., Section _____, Subdivision _____ 1/4 _____ 1/4, _____
County _____
Other Points of Diversions: _____

Description of diverting works: pump, 50 hp motor, 20" casing, 410' depth, 16" casing

Measuring device required: yes ☒ no ☐

6. Lands to be irrigated or place of use.

TWP.	RANGE	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	
11S	18E	25	40	40															80
		24															40	40	80

RECORDED
FEB 29 1988

Rge. 18E

T
11
S

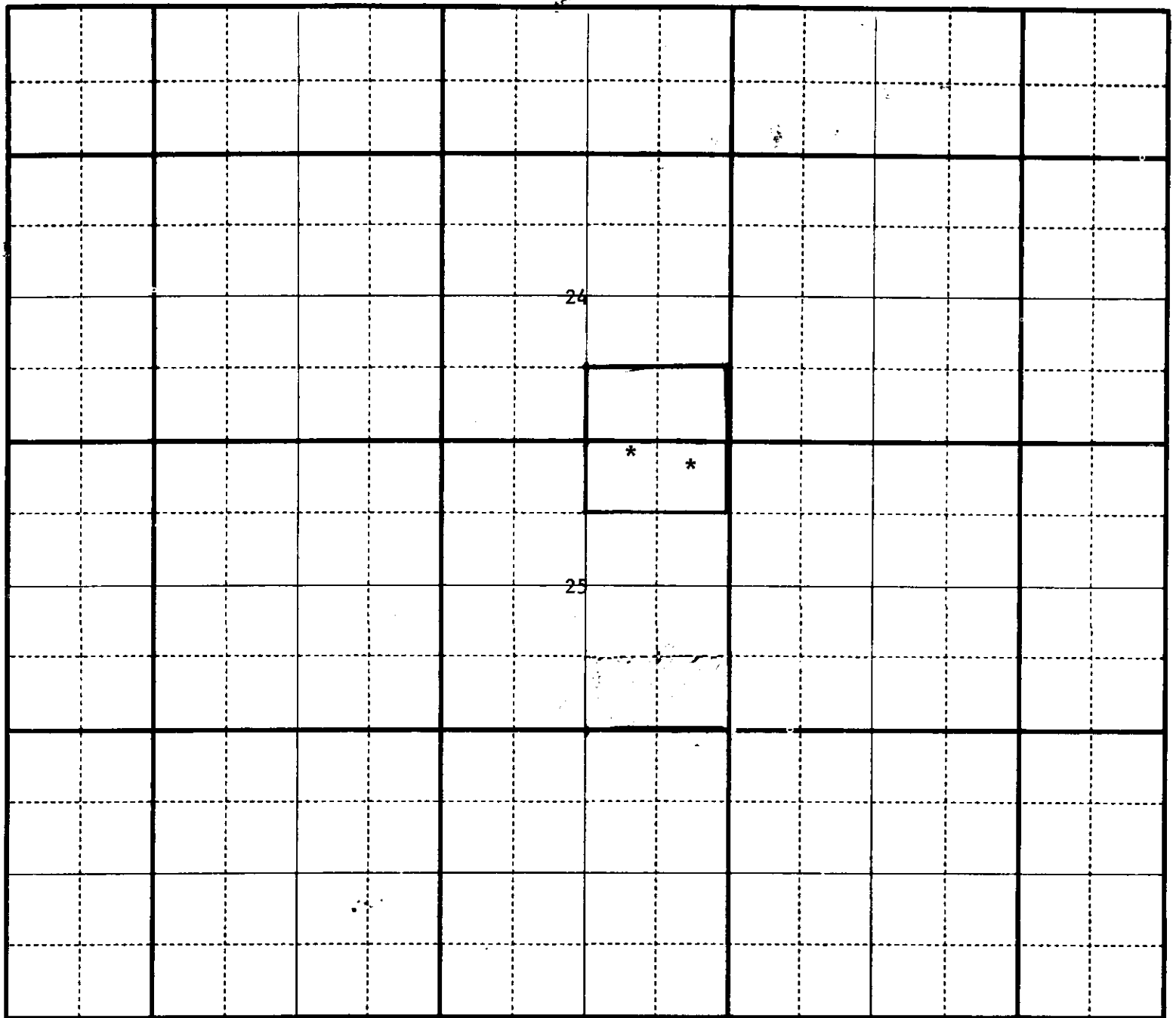


Diagram of System

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FEB 29 1988

DATE OF EXAM 7-19-76

ACREAGE
Found 160
Recommended 160

Irrigation Requirement 4.0 Ac Ft/Ac

USE
Irrigation Q= 1.8 c.f.s. V= 640 AF/Ann. from March 15 to Nov. 15
Domestic Q= _____ c.f.s. V= _____ AF/Ann. from _____ to _____
Livestock Q= _____ c.f.s. V= _____ AF/Ann. from _____ to _____

Is water co-mingled? yes _____ no ☒

Name source: _____
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____ County _____

Exchange? yes _____ no ☒

Name source exchanged with: _____
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____ County _____

Point of injection: _____
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____ County _____

Point of exchange: _____
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____ County _____

Total Q measured 810 gal/min - 1.8 c.f.s. Method of measurement ⁽²⁾ Badger Meter

Total Q recommended 1.8 c.f.s. Meter No M0590969 Type ☒ Condition New
M0561840

Total V recommended 640.0 Ac Ft/ANN.

Recommended Amendments:

P.D. ☒
Place of Use ☒
Other _____
None _____

MEASUREMENT CALCULATION:

1.8 c.f.s. $(810 \text{ gal/min}) \div (448.8 \text{ gal/min/cfs})$
640.0 Ac Ft/ANN. $(\text{Irr. Req. } 4 \text{ Ac Ft/Ac}) (160 \text{ Acres})$

SYSTEM DESCRIPTION:

G.E. Motor 60 Hp. T.D. 6710317 Verti-Line Pump.
G.E. Motor 50 Hp XE 6820781 Verti-Line Pump.
Hand lines for Sprinklers System. for the Corners
Pivot System on the rest.

REMARKS:

Mr. Taylor was present during Exam.

Examiner's Signature Sony Lundenburg Date 9-9-76

Checked by Reid Jewell Date 9-15-76

Approved by Michael L. Stueb Date 9-22-76



STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

John V. Evans
Governor

Statehouse
Boise, Idaho 83720
(208) 384-2215

C. Stephen Allred
Director

29 August 1978

Taylor Cattle Company
Rt. 1, Box 138
Hansen ID 83334

RE: Permit No. 45-7188

A representative of this Department made an examination of the works covered by your Permit No. 45-7188 on 9/9/76, and has found the following:

Amount of water that can be recognized as beneficially used under Idaho law: 1.8 cfs Source: groundwater

The maximum quantity diverted shall not exceed 640 acre feet per year.

Point of diversion: NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 25, Twp. 11S, Rge. 18E, B.M.

Beneficial use: Irrigation of 160 acres within the SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 24, NE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 25, Twp. 11S, Rge 18E, B.M.

Priority date established: August 19, 1974

If you do not concur with these findings please contact us within 10 days, otherwise a water license will be issued as set forth above.

Sincerely,

JAN GROVER
Water Rights Supervisor

JG/kw

MICROFILMED

FEB 29 1988

August 12, 1975

Re: Permit No. 45-7188

Taylor Cattle Company
Route 1, Box 138
Hansen, Idaho 83334

Gentlemen:

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

Before a license can be issued, a field examination must be made by a representative of this Department. We cannot tell during which part of the irrigation season this examination will be made, however, our examiner will try to contact you at the time he makes the exam so that you may show him the system.

If you have any questions concerning the field exam, please contact our District Office in Twin Falls.

Sincerely,

D. Darlene Reich
Water Rights Supervisor

DDR:JG

Identification No. _____

Permit No. 45-7188

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

PROOF OF APPLICATION OF WATER TO BENEFICIAL USE

JUL 28 1975

1. a) Name of Permit Holder Taylor Cattle Co c/o Thornton Taylor
b) Post Office Address Rt 1 Box 138 HANSEN IDAHO 83337
2. Permit Number 45-7188
3. Date of Priority that you are prepared to establish 8-19-74
4. a) Source from which water was appropriated UNDERGROUND
b) Location of the point of diversion: NW 1/4 NE 1/4, Section 25
Township 11S, Range 18E Boise Meridian, Other points of diversion: NE NE Sec 25 T11S R18E
5. a) The amount of water and use to which the water has been applied:
Amount 3.2 cfs for IRRIGATION purposes from MAR 15 to NOV 15 incl.
(cfs and/or acre-feet per annum) (Month-Day) (Month-Day)
Amount _____ for _____ purposes from _____ to _____ incl.
(cfs and/or acre-feet per annum) (Month-Day) (Month-Day)
Amount _____ for _____ purposes from _____ to _____ incl.
(cfs and/or acre-feet per annum) (Month-Day) (Month-Day)
b) Total amount appropriated _____ cfs and/or acre-feet per annum
c) Describe how and by whom measurement of rate of flow or amount of storage was made and the qualifications of the person making the measurement: AURORA PUMP TWIN FALLS. BY TEST PUMP.
6. If the means of diversion and conveyance are owned by someone other than the Permit Holder:
a) Give the name or description of the canal, ditch or other works by which the water is conducted to the place of use:

b) Describe the agreement or understanding by which you take water from the works: _____

7. a) Briefly describe the works for diverting and conveying the water to the place of use, (if from a subterranean source, give the pump size, motor size, size of well casing, depth of well; if from surface water, give brief description of diversion structure and/or canal or ditch) PUMP 17AC8 HEAD, 6" COLUMN, 8 stage bowl Assy.
50HP Motor, 20" casing, 410' depth of well
and 16" casing
b) Describe the type and size of measuring device which you have installed at your point of diversion: INTERMOUNTAIN WATER SERVICE INC. BOISE IDAHO
8" MDIM Flow Meter
c) Give well driller's name and address and the date the well was completed: CHUCK JONES WELL DRILLING. Kimberley IDAHO NOV 25, 1974
8. If for other than irrigation, describe the beneficial use to which you have applied the water and the place of use: NONE

Exam typed 8-11-75 by J

9. Irrigation uses: describe the lands irrigated by giving the acreages irrigated within each 40 acre subdivision: HAY, GRAIN, BEANS FARMED

T	R	SEC.	NE¼				NW¼				SW¼				SE¼				TOTAL
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
11S	18E	24			~~40~~	~~40~~											40	40	80
11S	18E	25	40	40															80

Total number of acres irrigated 160

10. Remarks: WE HAVE INSTALLED A TEN TOWER ELECTROGATER PIVOT OR CIRCLE SPRINKLER FOR WATER APPLICATION ON THIS LAND

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

July 25 1975
(Date)

TAYLOR CATTLE Co
By Thornton K Taylor Pres.
(Signature)

State of Idaho)
County of Twin) ss.

On this 28th day of July, 19 75, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.

Robert S Haynes
Notary Public residing at Twin Falls

My commission expires 11-20-78

July 29, 1975

Re: Application for Amendment on Permit No. 45-7188

Taylor Cattle Co.
Route 1, Box 138
Hansen, ID 83334

Gentlemen:

Enclosed please find an approved copy of your Application for Amendment on the above referenced permit.

Sincerely,

BOBBY D. FLEENOR
Water Rights Chief

BDF:rb

Enc.

May 22, 1975

RE: Notice of Proposed Amendment to Water Permit No. 45-7188 - Taylor Cattle Co.

Times News
P. O. Box 548
Twin Falls, Idaho 83301

Gentlemen:

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

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

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

Sincerely,

BOB HAYNES
Southern District Engineer

BH:cc

Bill submitted: 6-9-75 cc

NOTICE OF PROPOSED

AMENDMENT TO

WATER PERMIT

Notice is hereby given that on May 12, 1975 Permit No. 45-7188 was issued to Taylor Cattle Company of Hansen, Idaho, for the diversion of 3.2 cfs of water from a groundwater source from a point within the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 25, Township 11S, Range 18E, B.M. Twin Falls County, to be used for the Irrigation of 160 acres within the S $\frac{1}{2}$ SE $\frac{1}{4}$, Section 24; N $\frac{1}{2}$ NE $\frac{1}{4}$, Section 25, Township 11S, Range 18E, B.M.

The permit holders now propose to amend said permit and request that the points of diversion be changed to the NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 25, Township 11S, Range 18E, B.M.

Any protest against the amending of this permit must be filed with the Idaho Department of Water Resources, 1041 Blue Lakes Blvd. North, Twin Falls, Idaho on or before June 16, 1975.

R. KEITH HIGGINSON

Director

Published in the Times News on May 29 and June 5, 1975.



STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

Cecil D. Andrus
Governor

R. Keith Higginson
Director

Statehouse
Boise, Idaho 83720
(208) 384-2215

May 13, 1975

Re: Permit No. 45-7188

Taylor Cattle Company
Route 1, Box 138
Hansen, Idaho 83334

Gentlemen:

Enclosed herewith is a copy of your approved Application for Permit No. 45-7188 along with the Order issued on the permit. We direct your attention to the conditions of approval as listed on the Order.

Be sure to note that a special condition requiring you to install and maintain a measuring device at your point of diversion has been placed upon your permit. We are enclosing a letter describing different types of measuring devices accepted by this office.

Sincerely,

BOBBY D. FLEENOR
Chief, Water Rights

BDF:jfr

Enclosures

cc: Rock Creek Ranches, Inc.
Route 1
Hansen, ID 83334

FILED

WATER RESOURCE BOARD:

John F. Streiff
Chairman

Franklin Jones
Member

George L. Yost
Vice-Chairman

M. Reed Hansen
Member

Donald R. Kramer
Secretary

Scott W. Reed
Member

Edwin C. Schlender
Member

Joseph H. Nettleton
Member

INTER-DEPARTMENT MEMO — 1

FROM BOB HAYNES

DATE May 1, 1975

TO BOB FLEENOR

SUBJECT Application No. 45-7188 - Taylor Cattle Company

As nearly as I can determine, the protestant owns property on which two recorded water rights exist. Their numbers are 45-2213 and 45-2346. It is difficult to determine the pumping depths in the area as can be determined from our groundwater levels reports.

UNRECORDED

BH

SIGNATURE

March 7, 1975

We, the undersigned, hereby agree to allow the Department of Water Resources to render a decision in the matter of the protest of Application No. 45-7188, after March 19, 1975 based on information in the file and information presented at an informal conference held in the Southern District Office of the Department of Water Resources this date. This period of time is to allow the protestant to consult with an attorney relative to withdrawing the protest.

*Taylor Cattle Co
by Thornton K Taylor Pres.
Jack Creek Ranch, Inc.
By Flora C. Adams, Secy.*

RECEIVED

MAR 17 1975

Dept. of Water Resources
Southern District Office

RECEIVED

45-7188 - Taylor Cattle Co.

Department of Water Resources - Twin Falls, Idaho

March 7, 1975 - 10:00 a.m.

ROSTER OF ATTENDANCE

Name	Address	Representing
<i>David Larsen</i>	<i>Route 2 Hansen, Idaho</i>	<i>Jack Crabbe Ranch, Inc.</i>
<i>Thornton K Taylor</i>	<i>RT 1 Box 138 Hansen</i>	<i>Taylor Cattle Co</i>
<i>Sheela K Taylor</i>	<i>RT. 1 Box 138 Hansen</i>	<i>Taylor Cattle Co</i>

MICROFILMED

No. 735582

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO Taylor Cattle Co.		POSTMARK OR DATE
STREET AND NO. Route #1, Box 138		
P.O., STATE AND ZIP CODE Hansen, Idaho 83334		
OPTIONAL SERVICES FOR ADDITIONAL FEES		
RETURN RECEIPT SERVICES	1. Shows to whom and date delivered	15¢
	With delivery to addressee only	65¢
	2. Shows to whom, date and where delivered ..	35¢
	With delivery to addressee only	85¢
DELIVER TO ADDRESSEE ONLY		50¢
SPECIAL DELIVERY (extra fee required)		

PS Form 3800
Apr. 1971

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL

(See other side)

☆ GPO : 1974 O - 551-454

No. 735581

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO		POSTMARK OR DATE
Flora C. Larsen, Secretary		
STREET AND NO. Rock Creek Ranches, Inc. Route #1		
P.O., STATE AND ZIP CODE Hansen, Idaho 83334		
OPTIONAL SERVICES FOR ADDITIONAL FEES		
RETURN RECEIPT SERVICES	1. Shows to whom and date delivered	15¢
	With delivery to addressee only	65¢
	2. Shows to whom, date and where delivered ..	35¢
	With delivery to addressee only	85¢
DELIVER TO ADDRESSEE ONLY		50¢
SPECIAL DELIVERY (extra fee required)		

PS Form 3800
Apr. 1971

**NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL**

(See other side)

★ GPO : 1974 O - 551-454

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 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.

735582

①

Taylor Luffe Esq.

INSURED NO.

②

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

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

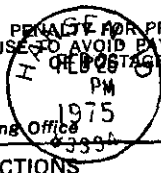
③

Return Receipt Requested

2-26-75

U.S. POSTAL SERVICE
OFFICIAL BUSINESS

PERMIT FOR PRIVATE
USE TO AVOID PAYMENT
OF POSTAGE, \$300



Postmark of Delivering Office

SENDER INSTRUCTIONS

Print in the space below your name, address, including ZIP Code.

- If special services are desired, check block(s) on other side.
- Moisten gummed ends and attach to back of article.

RETURN
TO

IDAHO DEPARTMENT OF WATER RESOURCES
SOUTHERN DISTRICT OFFICE
1041 BLUE LAKES BLVD. NORTH
TWIN FALLS, IDAHO 83301

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 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.

735581

INSURED NO.

1

2

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

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

3

Return Receipt Requested

3-3-75

POSTAL SERVICE
OFFICIAL BUSINESS



PENALTY FOR PRIVATE
USE TO AVOID PAYMENT
OF POSTAGE, \$300



Postmark of Delivering Office

SENDER INSTRUCTIONS

Fill in the space below your name, address, including ZIP code.

- If special services are desired, check block(s) on other side.
- Moisten gummed ends and attach to back of article.



IDAHO DEPARTMENT OF WATER RESOURCES
SOUTHERN DISTRICT OFFICE
1041 BLUE LAKES BLVD. NORTH
TWIN FALLS, IDAHO 83301

2-25-75

Re: Taylor Cattle Co
45-7188

NAME AND ADDRESS OF SENDER

IDWR
Twin Falls, Idaho

Indicate type of mail

☐ INSURED ☐ C. O. D.
☒ CERTIFIED

Affix stamp here if issued as certificate of mailing or for additional copies of this bill.

POSTMARK AND DATE OF RECEIPT

NUMBER OF ARTICLE	NAME OF ADDRESSEE, STREET, AND POST-OFFICE ADDRESS	POSTAGE	FEE	DUE SENDER IF C. O. D.	ENDORSEMENT ¹	R. R. FEE	S. D. FEE	S. H. FEE ²	RESTRICTED DELIVERY FEE Remarks
1	735581 Rock Creek Ranches, Inc. Rte 1, Box 138, Hansen, Idaho	10	30			15			
2	735582 Taylor Cattle Co. Rte 1, Box 138, Hansen, Idaho	10	30			15			
3									
4									
5									
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8									
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16									
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19									
20									

TOTAL NUMBER OF PIECES LISTED BY SENDER

TOTAL NUMBER OF PIECES RECEIVED AT POST OFFICE

POSTMASTER, PER (Name of receiving employee)

¹ Mark "F" if "Fragile," "P" if "Perishable," "E" if "Eggs," "EH" if "Eggs for Hatching," "B" if "Butter," "FL" if "Fragile-Liquid," and "FLU" if "Fragile-Liquid—This Side Up."

² Special-handling charges apply only to third- and fourth-class parcels. Special-delivery service also includes special-handling service.

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE
STATE OF IDAHO

In the Matter of Protest Against Approval
of Application for Permit No. 45-7188 in
the name of TAYLOR CATTLE COMPANY
.....

}
}
}
}

NOTICE OF CONFERENCE AND/OR HEARING

On August 19, 1974, Taylor Cattle Company filed with the Department of Water Resources an application to appropriate the public waters of the State of Idaho. On September 17, 1974, the Department received a protest against approval of said application from Rock Creek Ranches, Inc.

The Department has set the matter of protest for conference and/or hearing for Friday, March 7, 1975, at 10:00 a.m., at the Department of Water Resources, 1041 Blue Lakes Blvd. North, Twin Falls, Idaho. Any hearing will be held in accordance with the Rules and Regulations of the Idaho Code and adopted Rules of Practice and Procedure of the Department of Water Resources. Opportunity shall be afforded all parties to respond and present evidence and argument on all issues involved.

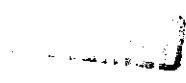
Any party desiring the taking of stenographic notes by a qualified court reporter must request such in writing at least five (5) days before the date set for hearing and must submit to the director the name of a qualified reporter who is available on the date set for hearing. The party requesting the reporter shall bear the expense of the reporter's attendance fees. A taped record of the proceedings will be maintained for the appeal period.

Failure to appear at the time and place set for hearing by the applicant or protestant may allow the Department without prejudice to dismiss the protest of the application. Any and all cost incurred by reason of such non-appearance may be assessed against such non-appearing parties.

Dated this twenty-fifth day of February 1975.



BOB HAYNES
Southern District Engineer



XXXXXXXXXXXXXXXXXXXXX RESOURCES

September 17, 1974

RE: Application for Permit No. 47-7274 (New No. 45-7188)

Taylor Cattle Co.
Rt. 1, Box 138
Hansen, Idaho 83334

Gentlemen:

We have enclosed a copy of the protest filed against the issuance of a permit pursuant to your Application No. 47-7274 (45-7188). You should be aware that the following are the principle items we can consider at a conference and/or hearing in either approving or denying an application for permit (Section 42-203, Idaho Code):

1. Will the proposed use reduce the quantity of water under existing water rights?
2. Is the proposed water supply insufficient for the purposes intended?
3. Is the application made in good faith or for delay or speculative purposes?
4. Has the applicant sufficient financial resources with which to complete the project?

The Department cannot allow a permit for irrigation purposes which would entail the use of more than a continuous flow of .02 cubic feet per second of water for each acre of land, or an annual amount of 5 acre feet for each acre of land, unless the applicant can show that more is required. (Section 42-202, Idaho Code)

A permit issued by this office is subject to all prior water rights and does not in any way convey or establish a right-of-way over private or governmental lands. Any right-of-way or easement must be obtained by the applicant through action outside of the water right proceedings.

You will be notified at a later date as to the time and place set for a conference and/or hearing to discuss the matters of protest. Legal counsel is not mandatory at any proceeding before the Department, although you may desire to employ an attorney in your behalf.

If we may be of any assistance, please contact us.

Very truly yours,

Bob Haynes
Southern District Engineer
BH:lt
enc.

XXXXXXXXXXXXXXXXXXXXX RESOURCES

September 17, 1974

RE: Application No. 47-7274 - Taylor Cattle Co.
(New No. 45-7188)

Flora C. Larsen, Secretary
Rock Creek Ranches, Inc.
Route 1
Hansen, Idaho 83334

Dear Mrs. Larsen:

This is to acknowledge receipt of your protest to issuance of a permit pursuant to the above referenced application. The following are the principle items we can consider at a conference and/or hearing in either approving or denying an application for permit (Section 42-203, Idaho Code):

1. Will the proposed use reduce the quantity of water under existing water rights?
2. Is the proposed water supply insufficient for the purposes intended?
3. Is the application made in good faith or for delay or speculative purposes?
4. Has the applicant sufficient financial resources with which to complete the project?

The Department may reject an application and refuse issuance of a permit, partially approve the permit, approve the permit for a quantity of water less than applied for, or approve the permit subject to special conditions.

A permit issued by this office is subject to all prior water rights and does not in any way convey or establish a right-of-way over private or governmental lands. Any right-of-way or easement must be obtained by the individuals concerned through action outside of the water right proceedings.

You will be notified at a later date as to the time and place set for conference and/or hearing to discuss the matters of protest. If we may be of further assistance, please contact us.

Very truly yours,

Bob Haynes
Southern District Engineer

BH:lt

bcc: Boise office

Red 9-19-74 KDF

Sept. 16, 1974
Twin Falls, Idaho

State of Idaho
Dept. of Water Resources
Twin Falls, Idaho

RECEIVED

SEP 17 1974

Department of Water Resources
Southern District Office

Dear Sirs:

We are filing a protest with regard to
Application 47-7274 from Taylor Cattle Co.
filed on Aug. 19, 1974.

We have land (40 acres) adjoining the land
concerned in the above application. This
40 acres has an existing well, drilled
about 20 years ago, and we feel that this
new well will interfere with ours.

In the past other wells drilled near our
other two existing wells have caused the output
of these wells to lower considerably. Therefore,
we are protesting any new applications.

Very truly yours,
Rock Creek Ranch, Inc.
By Tom C. Larson, Secy.

RECEIVED

XCXCXCXCXCXCXCXCXCXCXC RESOURCES

August 21, 1974

RE: Application No. ^{45-7188 LT 9-17-74}
~~47-7274~~ - Taylor Cattle Co.

Times News
P.O. Box 548
Twin Falls, Idaho

Gentlemen:

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

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

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

Sincerely,

Bob Haynes
Southern District Engineer

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that Taylor Cattle Co.

Rt. 1, Box 138, Hansen, Id.

has on 8-19-74 submitted Application No. ~~47-7274~~ 45-7188 LT 4-17-74

for a permit to appropriate 3.2 cubic feet per second ~~under the provisions of~~

of water from groundwater

by means of well, pump, sprinklers

within the NW 1/4, Sec. 25, T 11S, R 18E, B.M., Twin Falls Co.

to be used from Mar. 15 to Nov. 15 for irrigation of 160 acres

~~xxx~~

within the NW 1/4, Sec. 25; SE 1/4, Sec. 24, T 11S, R 18E, B.M.

If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Resources, 1041 Blue Lakes Blvd., North, Twin Falls, Idaho, 83301 on or before 9-16-74.

R. KEITH HIGGINSON

Director

Published in the Times News

on 8-29 and 9-5-74

XXXXXXXXXXXXXXXXXXXXX RESOURCES

August 10, 1974

Mr. Thornton K. Taylor
Route 1, Box 138
Ransen, Idaho 83334

Dear Mr. Taylor:

I am returning your check no. 92-306 in the amount of \$25.00 for your application for permit. There was an error made in calculating the amount of water to be appropriated and the amount should be 3.2 cfs instead of .32 cfs. Please send us your check in the amount of \$55.00 and we will complete processing of your application for permit.

If you have any questions, don't hesitate to contact us.

Sincerely,

Bob Haynes
Southern District Engineer

BH:lt

enc.

MICROFILMED