

DON SAMUELSON
GOVERNOR



F. KEITH - JOHNSON
State Reclamation Engineer

STATE OF IDAHO

DEPARTMENT OF RECLAMATION
107 STATE HOUSE
BOISE, IDAHO 83701

January 22, 1968

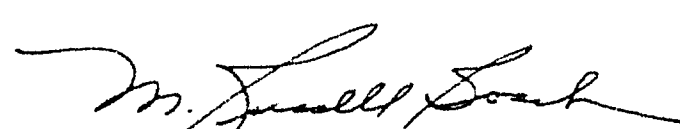
Re: License 13-2021

Lowell A. Elsmore
Grace, Idaho 83241

Dear Mr. Elsmore:

On October 16, 1967, you wrote asking we mail to you a certified copy of Permit No. 3959 (changed to 13-2021). At this time we wrote you requesting a fee of 50¢ for this copy which was mailed at the same time. To date we have not received that fee. Please remit promptly.

Very truly yours,


M. RUSSELL BOSCH
Administrative Assistant

3959
13-2021

MRB:ejw

Dear Mr. Bosch: - Enclosed 50¢ payment of above fee.
This fee was sent to your office some time ago along with a \$2.00 fee for change in point of diversion of the water. Your office returned the check stating I would be billed later when work was done. I have been waiting for the time the work will be done. Please keep it going. Notify me of progress please.
Lowell A. Elsmore

January 22, 1968

RE: License 13-2021

Lowell A. Elsmore
Grace, Idaho 83241

Dear Mr. Elsmore:

On October 16, 1967, you wrote asking we mail to you a certified copy of Permit No. 3959 (changed to 13-2021). At this time we wrote you requesting a fee of 50¢ for this copy which was mailed at the same time. To date we have not received that fee. Please remit promptly.

Very truly yours,

M. RUSSELL BOSCH
Administrative Assistant

MRB:ejw

3959
13-2021

October 12, 1967

RE: License 13-2021

Lowell A. Eismore
Grace, Idaho 83241

Dear Mr. Eismore:

Enclosed please find a copy of Water License
Number 13-2021 (changed from 3959) as requested in
your letter of October 16, 1967.

There is a 50¢ fee for this copy which you
may remit to our office.

Very truly yours,

M. RUSSELL BOSCH
Office Manager

MRB:ejw

Enclosure

3959
13-2021

Grace Idaho
Oct 16 1967

DEPARTMENT OF RECLAMATION
107 State House
Boise Idaho

Gentlemen;-

Regarding the application of transfer;- Could you please send me a certified copy of Permit no 3959. I would like to compare it with the Detrick Decree of July 14 1920.

This 1920 decree carries some gross errors. If the permit is not correct I would like to correct the deal at this time.

We are crowded for time as the pipeline must be in by Dec 31. So please answer by return mail

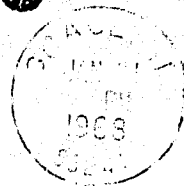
Very Truly Yours

Lowell A. Elsmore
Grace Idaho

OCT 16 1967
DEPARTMENT OF RECLAMATION

3959
13-2021

L. A. Edmore
R70 #1 Box 91
Grange Idaho
83241



Department of Reclamation
Room 104.

State House.

Boise Idaho
83701

October 11, 1967

Re: Permits 12112 & 3959

Lowell A. Elsmore & Ralph T. Hansen
R.F.D. #1
Grace, Idaho 83241

Gentlemen:

We are returning your personal check for the amount of \$5.00 and application for amendment on the above referenced permits.

From the information you have entered on your application for amendment, it appears that your intent is to file a transfer to an established right; therefore, the form for amendment submitted is not acceptable. We are enclosing application for transfer forms for your use in this matter.

Please contact us if we can be of further assistance.

Very truly yours,

Donald W. McEldowney
Water Rights Clerk

DWM:nw

Enclosure: Transfer application forms (2)
Amendment form
Check for \$5.00

3959
132021

STATE OF IDAHO
DEPARTMENT OF RECLAMATION

APPLICATION FOR AMENDMENT

Permit No. 12112

Comes now Lowell A Elsmore & Ralph T Hansen
and represents to the State Reclamation Engineer of the State of Idaho:

That he is the owner and holder of Permit to appropriate the Public Waters of the State of Idaho, No. 12112, and requests that the permit be changed as follows:

1. Place of use or land to be irrigated: North 1/2 of section 29 and the north 1/2 of the south east 1/2 and the north east 1/2 of the south west 1/2 of section 29 all in Township 10 R 40 E B M

New-- 2. Point of diversion: S 1/2 1/4 S.E 1/4, Sec. 17, T. 10, R. 40, B.M.

Other points of diversion Old points, S E 1/4 S E 1/4 Section 17 And N E 1/4 NE 1/4 Section 20 Also From the decree in equity no 203 in District court of the U.S. for the district of Idaho Eastern division. No. 13 -229- 230 231-232-233- 234-235-236-237-238-239

3. Period and nature of use:

For Irrigation & domestic purposes from Apr. 1 to Oct 15 (both dates incl.)

For _____ purposes from _____ to _____ (both dates incl.)

For _____ purposes from _____ to _____ (both dates incl.)

4. Other: We understand that permit 12112 is for 3 second feet of water and is held by Ralph T Hansen. Waters listed to Ethel H Elsmore

John W Harris & F.W. Harris from China Creek Have been used by Lowell A Elsmore for the past 35 years. At present Permit no 12 is mislaid He also has water from the same springs and thru the same ditch as Mr Hansen on Permit 12112

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

Signed at Grace Idaho this 6 day of October, 19 67

Lowell A Elsmore
(signature) Ralph T Hansen

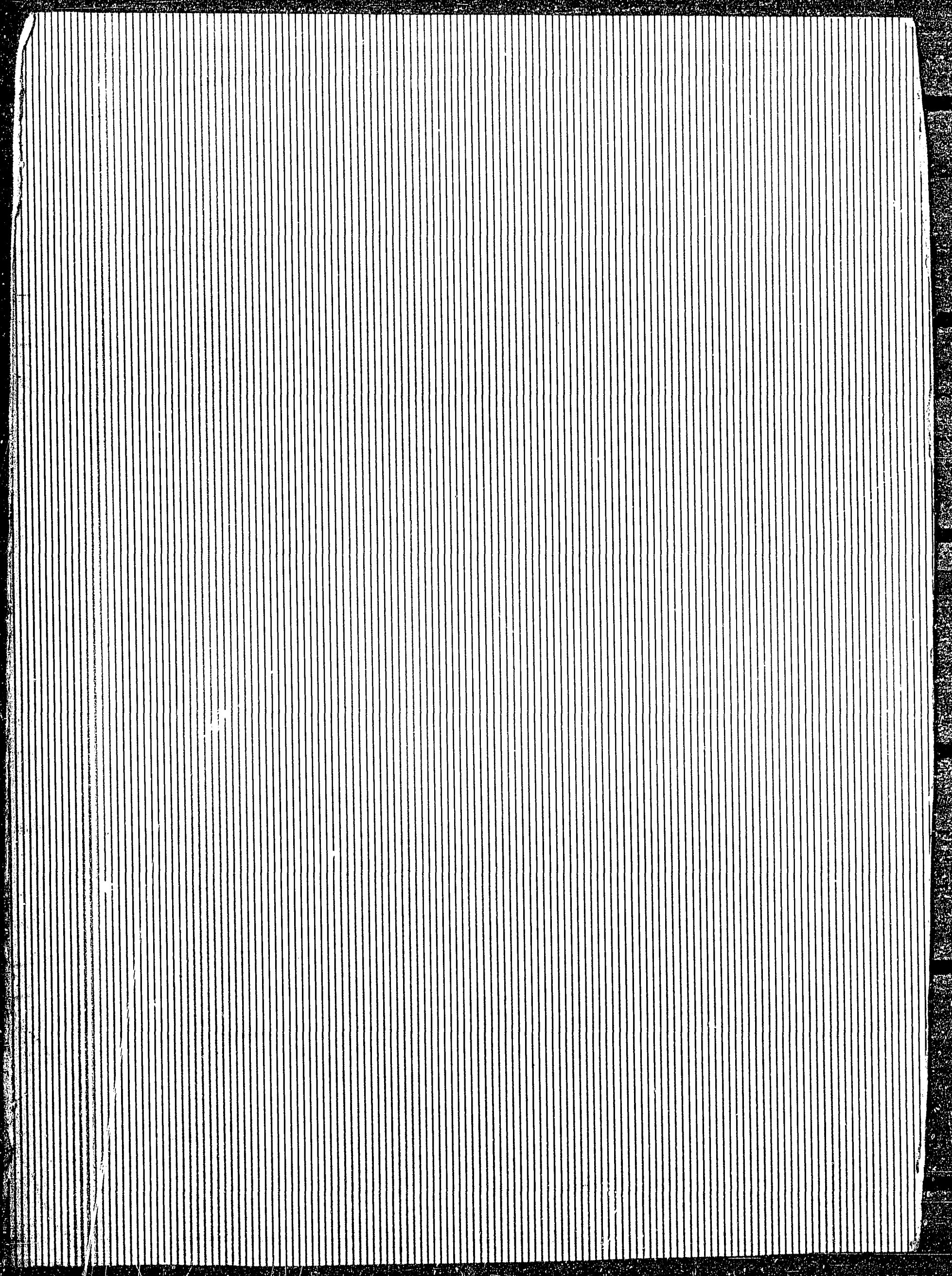
Date of receipt at office of Department of Reclamation _____, 19 ____

ACTION OF STATE RECLAMATION ENGINEER

I, _____, State Reclamation Engineer of the State of Idaho, hereby _____

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

State Reclamation Engineer



Identification No. 11-7021

Application No. _____

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION

APPROVED

APPLICATION FOR PERMIT

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

1. Name of applicant R. Dayle Brown
post office address 240 North 4th, Montpelier, Idaho 83254
2. Source of water supply Well which is a tributary of _____
3. a. Location of point of diversion is SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 15 Township 16 S
Range 43 E B.M. Bear Lake 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 7 cfs for Irrigation purpose from May 15 to Sept. 15 (both dates inclusive)
(cfs or acre-feet per annum)
Amount 0.5 cfs for Culinary purpose from January 1 to December 31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount 0.2 for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated:
a. 0.72 cubic feet per second and/or
b. _____ acre feet per annum.
6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. Drilled well

b. Height of storage dam _____ feet, active reservoir capacity _____ acre feet; total reservoir capacity _____ acre feet, materials used in storage dam: _____
Period of year during which storage will occur _____ to _____ inclusive.
(Mo. Day) (Mo. Day)
c. Proposed well diameter is 12 inches; proposed depth of well is 300 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 \$ 4,000⁰⁰.
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 One.
(5) If water is to be used for other purposes describe: _____

11 7021

11 7021

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

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	
16S	43E	15															10		10
16S	43E	15											20						20
16S	43E	22		3															3

Total number of acres to be irrigated 33

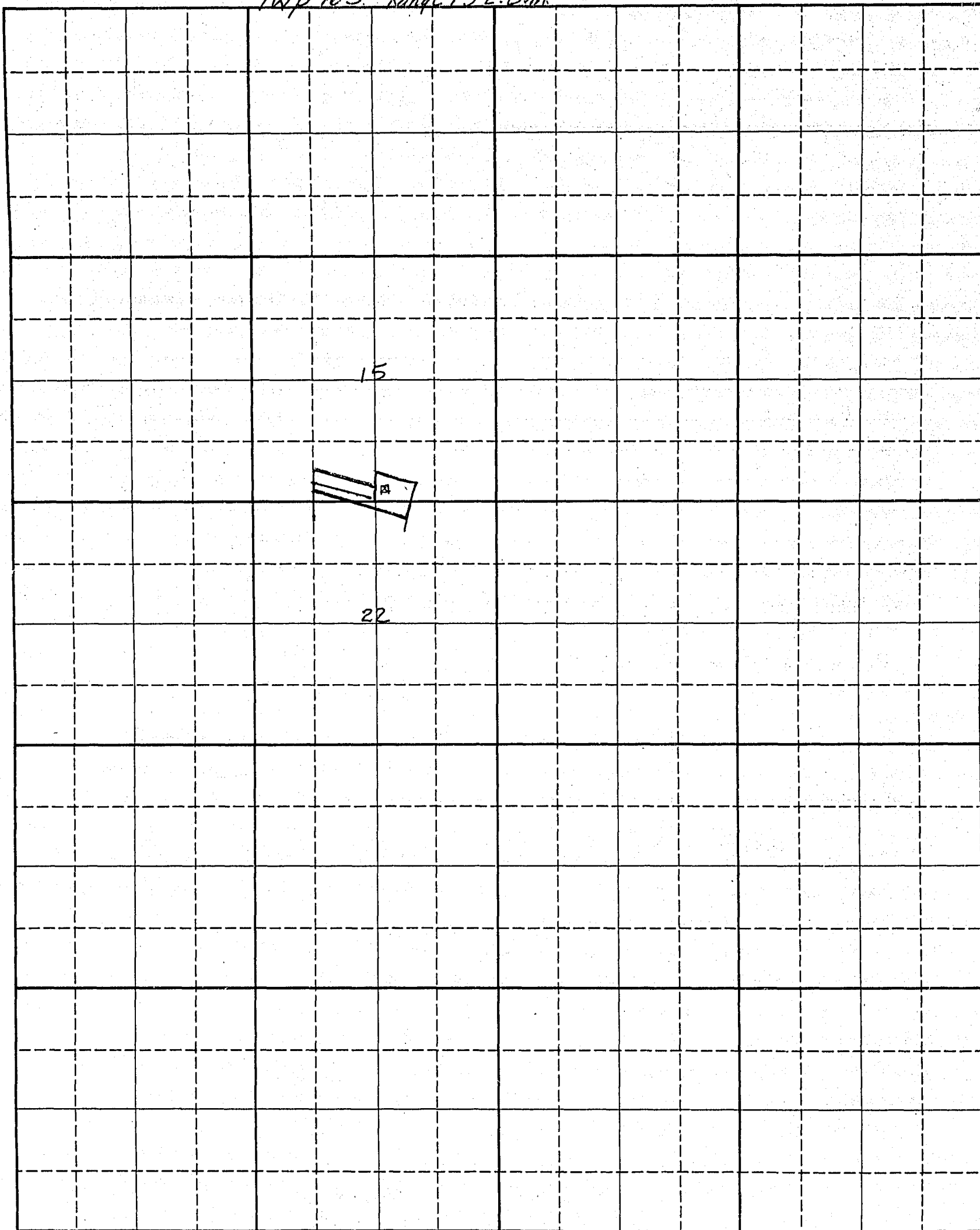
c. Describe any other water rights used for the same purposes as described above. 29 shares in Fish Haven Irrigation Co.

9. a. Who owns the property at the point of diversion R. Dayle Brown
- b. Who owns the land to be irrigated or place of use R. Dayle Brown
- 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 Bert Westlake will drill the well.

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

Twp 16 S. Range 43 E. B.M.



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.

B. Doyle Brown
(Applicant)

11 7021

11 7021

Received by V.H. Date 6-21-71 Time 10 A.
Preliminary check by JD Fee \$ 25
Received by ij Date 6-22-71
Publication prepared by cr Date 7-1-71
Published in News-Examiner
Publication dates 7-8 & 7-15-71
Publication approved du Date 8-4-71
Priority reduced to _____ Reason _____

Protests filed by: _____

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

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER ADMINISTRATION

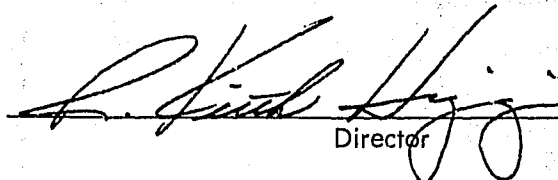
This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 11-7021, and said application is hereby APPROVED.

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

- a. SUBJECT TO ALL PRIOR WATER RIGHTS.
- b. Proof of construction of works and application of water to beneficial use shall be submitted on or before August 1, 1976.
- c. Other: The permit holder shall permanently install and maintain as part of the diverting works a measuring device at the point of diversion of a type approved by this Department.

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

Witness my hand this 18th day of August 1971.


Director

DEPARTMENT OF WATER ADMINISTRATION

STAFF ANALYSIS

Application No. 11-7021 Name R. Dayle Brown
 Source Ground water
 Point of Diversion SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 15, T. 16S, R. 43E, B.M., Bear Lake County
 Quantity .7 Use Irrigation Period May 15 - Sept. 15
 Quantity .02 Use Culinary Period Jan. 1 - Dec. 31
 Quantity Use Period
 Well Size Diameter 12" Proposed Depth 300 Feet
 Use 33 acres - One family.

Date Forwarded 7-1-71 Date Returned 7-6-71 Received by D.P.

COMMENTS: D/W is approx. 10-15'. W/L's to the north show some fluctuation. Primary aquifer is gravel layers. Well development is very light. Aquifer should support much development.

RECOMMENDED:

Applied: Qty. 0.7 Use IRR. Period 5/15-9/15 AF/A AF
 Qty. 0.02 Use DOM. Period 1/1-12/31 AF/A AF 1
 Qty. Use Period AF/A AF
 Maximum: Qty. 0.66 Use IRR. Period AF/A AF
 Qty. 0.02 Use DOM. Period 1/1-12/31 AF/A AF
 Qty. Use Period AF/A AF

ACTION: Approved ☒ Denied ☐

Conditions of approval or reason for denial:

INVESTIGATION By Paul M. Casteln Title W.R.I. - I

Date July 6 1971
021

THE NEWS-EXAMINER

MONTPELIER, IDAHO

AFFIDAVIT OF PUBLICATION

STATE OF IDAHO,)
County of Bear Lake,) ss.

W. Jerome Taylor

being first duly sworn, deposes and says he is
Publisher and Foreman of the News-
Examiner; that the said News-Examiner is a
weekly newspaper published at Montpelier,
County of Bear Lake, State of Idaho, of
general circulation in said County and State.

That the notice attached was published in
the said News-Examiner, and not in a
supplement, for four
successive weeks, commencing with the issue
dated February 25, 1971
and ending with the issue

dated March 18, 1971

W. Jerome Taylor
Publisher and Foreman

Subscribed and sworn to before me this 31st day of July, 1971

Tom L. Bingham
Notary Public.

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that R. Dayle Brown, 240 North 4th, Montpelier, Idaho, has on June 21, 1971 submitted Application No. 11-7021 for a permit to appropriate 0.72 cubic feet per second of water from a ground water source by means of well and pump within the SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 15, T. 16S, R. 43E, B. M., Bear Lake County to be used from January 1 to December 31 for culinary purposes; and from May 15 to September 15 for the irrigation of 33 acres within the SW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 15; NW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 22, T. 16S, R. 43E. 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 Administration, Statehouse, Boise, Idaho, 83707, on or before July 26, 1971.

R. KEITH HIGGINSON
Director

Published in The News-Examiner, Montpelier, Idaho on July 8 and July 15, 1971.

(j815)

11 7021

June 16, 1971

C R. Dayle Brown
240 North 4th
Montpelier, Idaho 83254

Dear Mr. Brown:

O We recently received your application for permit but we cannot accept it until the proper fee is enclosed. The fee for the appropriation of 0.75 cfs of water is \$25.00. A schedule of the fees is also enclosed for your information.

O Clarification is also needed under item 4 for the amount of water appropriated for culinary purposes. The usual amount of water approved for culinary or domestic purposes is .02 cfs for each family using the water. The number of families using the water should also be entered under item 8a (4).

P As soon as we receive the proper fees and the necessary clarification, we shall begin it's processing.

Very truly yours,

Y BOBBY D. FLEENOR
Assistant Director

BDF/bb

Enc: Application
Check No. 92-286 (\$20.00)
Fee schedule

11 7021

STATE OF IDAHO

DEPARTMENT OF WATER ADMINISTRATION

Statehouse — Annex 2
Boise, Idaho 83707
(208) 384-2215



R. Keith Higginson
Director

Water Rights Administration
Water Resource Investigations
Dam and Reservoir Safety
Water Well Drilling
Flood Plain Management
Irrigation and
Flood Control Districts

June 16, 1971

R. Dayle Brown
240 North 4th
Montpelier, Idaho 83254

Dear Mr. Brown:

We recently received your application for permit but we cannot accept it until the proper fee is enclosed. The fee for the appropriation of 0.75 cfs of water is \$25.00. A schedule of the fees is also enclosed for your information.

Clarification is also needed under item 4 for the amount of water appropriated for culinary purposes. The usual amount of water approved for culinary or domestic purposes is .02 cfs for each family using the water. The number of families using the water should also be entered under item 8a (4).

As soon as we receive the proper fees and the necessary clarification, we shall begin it's processing.

Very truly yours,

Bobby D Fleenor

BOBBY D. FLEENOR
Assistant Director

BDF/bb

Enc: Application
Check No. 92-286 (\$20.00)
Fee schedule

RECEIVED

JUN 21 1971

11 7621

Department of Water

June 24, 1971

R. Dayle Brown
240 North 4th
Montpelier, Idaho 83254

Dear Mr. Brown:

Returned herewith is your receipt No. 6701 in the amount of \$25.00
for your application for permit,
which was received in this office under the above date.

Very truly yours,

M. RUSSELL BOSCH
Administrative Assistant

MRB:ejw

Enclosure

11 7021

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that R. Dayle Brown, 240 N. 4th,
Montpelier, Idaho
has on June 21, 1971 submitted Application No. 11-7021
for a permit to appropriate 0.72 cubic feet per second ~~XXXXXXXXXXXXXXXXXXXX~~
of water from a ground water source
by means of well and pump
within the SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 15, T. 16S, R. 43E, B.M., Bear Lake County
to be used from Jan. 1 to Dec. 31 for culinary purposes; and from May 15 to
~~xxx for~~ Sept. 15 for the irrigation of 33 acres
within the SW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 15; NW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 22, T. 16S, R. 43E, 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 Administration, Statehouse, Boise, Idaho, 83707, on or before July 26, 1971.

R. KEITH HIGGINSON

Director

Published in the News-Examiner, Montpelier, Idaho
on July 8 and July 15, 1971.

11 7021

**NOTICE OF APPLICATION
FOR WATER PERMIT**

Notice is hereby given that R. Dayle Brown, 240 North 4th, Montpelier, Idaho, has on June 21, 1971 submitted Application No. 11-7021 for a permit to appropriate 0.72 cubic feet per second of water from a ground water source by means of well and pump within the SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 15, T. 16S, R. 43E, B. M., Bear Lake County to be used from January 1 to December 31 for culinary purposes; and from May 15 to September 15 for the irrigation of 33 acres within the SW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 15; NW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 22, T. 16S, R. 43E, 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 Administration, Statehouse, Boise, Idaho, 83707, on or before July 26, 1971.

R. KEITH HIGGINSON
Director

Published in The News-Examiner,
Montpelier, Idaho on July 8 and
July 15, 1971.

(j8/15)

11 7021

July 1, 1971

Re: Application No. 11-7021- R. Dayle Brown

The News-Examiner
P.O. Box 278
Montpelier, Idaho 83254

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 our review before publication.

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

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

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

(signature of claimant)

Very truly yours,

Donald W. McEldowney
Appropriation Supervisor

Bill submitted 8-4-71 By ds

DWM:cr

Enclosure

11 7021

July 28, 1971

C Re: Application for Permit No. 11-7021 - R. Dayle Brown

The News-Examiner
P. O. Box 278
Montpelier, Idaho 83254

O Gentlemen:

P Would you please submit an affidavit of publication and certified bill in connection with the above referenced item. The legal notice was to have been published in your paper on July 8th and July 15th, 1971.

Your cooperation in this matter is greatly appreciated.

Very truly yours,

Y Donald W. McEldowney
Appropriation Supervisor

DWM/bb

11 7021

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION

Statehouse - Annex 2
Boise, Idaho 83707
(208) 384-2215



R. Keith Higginson
Director

Water Rights Administration
Water Resource Investigations
Dam and Reservoir Safety
Water Well Drilling
Flood Plain Management
Irrigation and
Flood Control Districts

August 23, 1971

Re: Permit No. 11-7021 35-7176
17-7013 35-7177
29-7064 74-7013
33-7010

Norman C. Young
STATE OF IDAHO
DEPT. OF WATER ADMINISTRATION
240 South Holmes
Idaho Falls, Idaho 83401

Dear Norm:

Please find enclosed copies of the above referenced permits which have been approved by this office.

Very truly yours,

BOBBY D. FLEENOR
Assistant Director

BDF:CR

Enc: Copies

11 7021

STATE OF IDAHO

DEPARTMENT OF WATER ADMINISTRATION

Statehouse — Annex 2
Boise, Idaho 83707
(208) 384-2215



R. Keith Higginson
Director

Water Rights Administration
Water Resource Investigations
Dam and Reservoir Safety
Water Well Drilling
Flood Plain Management
Irrigation and
Flood Control Districts

August 23, 1971

Re: Permit No. 11-7021

R. Dayle Brown
240 North 4th
Montpelier, Idaho 83254

Dear Mr. Brown:

Enclosed is a copy of your approved Application for Permit No. 11-7021. We direct your attention to the conditions of approval as listed on the fourth page.

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.

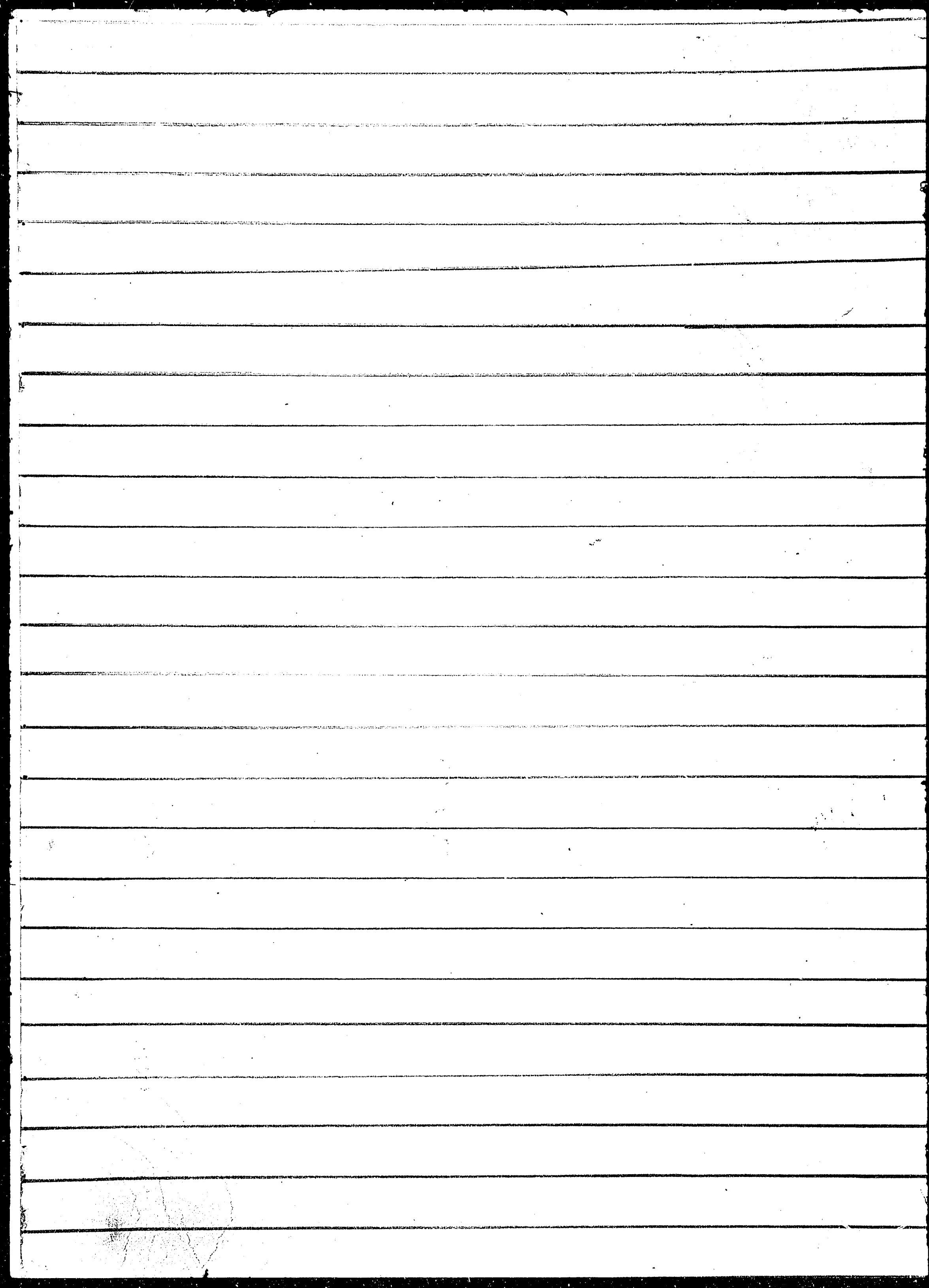
Very truly yours,

BOBBY D. FLEENOR
Assistant Director

BDF:cr

Enclosures

11 7021



June 1, 1976

CERTIFIED MAIL

138634

Re: Permit No. 11-7021

R. Dayle Brown
240 North 4th
Montpelier, Idaho 83254

Dear Mr. Brown:

One of the conditions of approval of your water Permit No. 11-7021 (see last page of your approved permit) was that evidence of the extent of development be submitted as proof of application of water to beneficial use to this office on or before AUGUST 1, 1976. Enclosed is an affidavit form which must be used to submit the required proof of beneficial use.

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

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



R. KEITH HIGGINSON
Director

RKH:jg
Enc: Proof affidavit

RECEIVED

JUN 10 1976

Department of Water Resources

Extension

R. Dayle Brown
462 Clay Street
Montpelier, Id 83254
June 7, 1976

Re: Permit No. 11-7021

Mr. Keith Higginson
Department of Water Resources
Statehouse
Boise, ID 83720

Dear Mr. Higginson:

I would like to apply for an extension of time to complete the application of water.

I have had an 8 inch well drilled to a depth of 337'-static pressure at 218', done by a licensed driller, Mr. Bert Westlake.

After spending considerable funds to drill the well to this stage; my reason for not being able to complete the application of water for beneficial use at the allotted time is insufficient funds. Also the electric power is not near at this time. I would appreciate an extension of 2 years.

Sincerely yours,

R. Dayle Brown
R. Dayle Brown

bfb

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE
STATE OF IDAHO

IN THE MATTER OF EXTENDING THE PROOF DUE)
DATE IN CONNECTION WITH PERMIT NO. 11-7021) ORDER
IN THE NAME OF R. DAYLE BROWN)

WHEREAS, on June 21, 1971, R. Dayle Brown applied to the Department of Water Resources (formerly the Department of Water Administration) for a permit to appropriate 0.72 cubic feet per second of groundwater to be diverted within the SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 15, Twp. 16S, Rge. 43E, B.M., Bear Lake County, to be used for irrigation and culinary purposes; and,

WHEREAS, on August 18, 1971, the Department approved said application and issued Permit No. 11-7021 with the condition that proof of construction of works and application of water to beneficial use be submitted to the Department on or before August 1, 1976; and,

WHEREAS, on June 10, 1976, the permit holder submitted a request for an extension of time; and,

WHEREAS, it appears that under the circumstances, the permit holder has been proceeding with reasonable diligence and has given good cause for delay;

IT IS, THEREFORE, HEREBY ORDERED that the time within which to submit proof of beneficial use of water under Permit No. 11-7021 be extended to August 1, 1978.

Dated this 18th day of June, 1976.


for A. KENNETH DUNN
Administrator, Operations Division

June 21, 1976

Re: Permit No. 11-7021

R. Dayle Brown
462 Clay St.
Montpelier, Idaho 83254

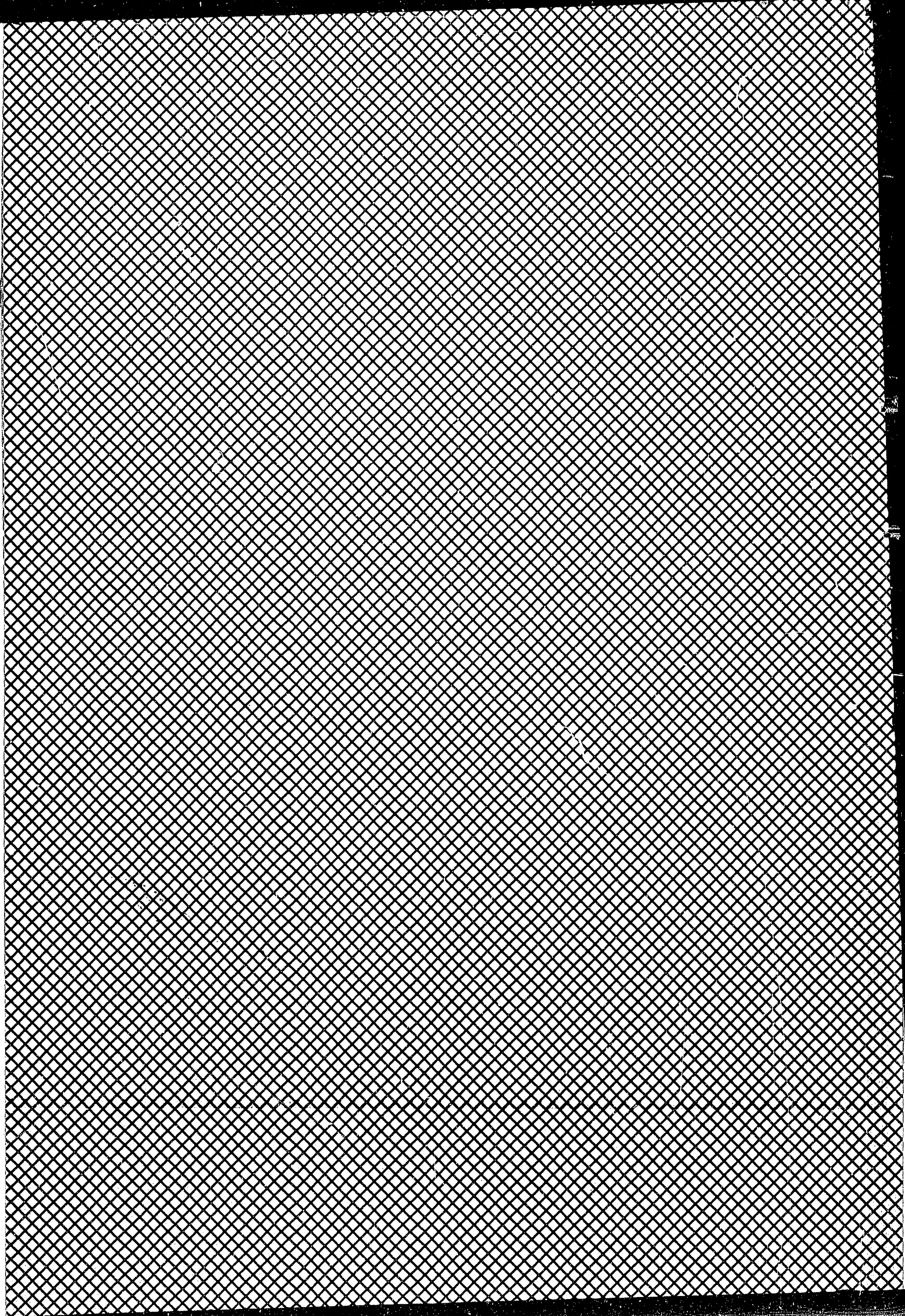
Dear Mr. Brown:

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

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

Sincerely,

D. Darlene Reich
Water Rights Supervisor





State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 373 W. Franklin Street, Boise, Idaho

JOHN V. EVANS
Governor

C. STEPHEN ALLRED
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 384-2215

May 31, 1978

CERTIFIED MAIL
138-55

Re: Permit No. 11-7021

R. Dayle Brown
462 Clay St.
Montpelier, Idaho 83254

Dear Mr. Brown:

One of the conditions of approval of the above referenced water right permit was that evidence of the extent of development be submitted as proof of application of water to beneficial use to this office on or before August 1, 1978. The enclosed affidavit form is the document you must complete and submit as the proof of application of water to beneficial use.

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

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

Janice Renk

JANICE RENK
Water Rights

Encl: Proof affidavit

Identification No. 11-7021
Permit No. 11-7021

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUL 27 1978

PROOF OF APPLICATION OF WATER TO BENEFICIAL USE

Department of Water Resources

1. a) Name of Permit Holder R. DAYLE BROWN
b) Post Office Address 462 61st ST. Montpelier Idaho
2. Permit Number 11-7021
3. Date of Priority that you are prepared to establish 6-21-71
4. a) Source from which water was appropriated ground
b) Location of the point of diversion: SW 1/4 SE 1/4, Section 15
Township 16 S, Range 43 E Boise Meridian, Other points of diversion: _____
5. a) The amount of water and use to which the water has been applied:
Amount 0.7 for irrigation purposes from May 15 to Sept 15 incl.
(cfs and/or acre-feet per annum) (Month-Day) (Month-Day)
Amount 0.2 for Culinary purposes from Jan 1 to Dec 31 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 0.72 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: Bert Westlake
Well Driller
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) open ditch & sprinkler system

b) Describe the type and size of measuring device which you have installed at your point of diversion: propeller meter (Micro Meter)

c) Give well driller's name and address and the date the well was completed: Bert Westlake
Bennington, Idaho
July - 8th 1978
8. If for other than irrigation, describe the beneficial use to which you have applied the water and the place of use:
Culinary

9/23/78

9. Irrigation uses: describe the lands irrigated by giving the acreages irrigated within each 40 acre subdivision: _____

T	R	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTAL
			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	
16S	43E	15															10		10
16S	43E	15											20						20
16S	43E	22		3															3
																			33
16S	43E	15																	4
16S	43E	22																	23

Total number of acres irrigated: 60

10. Remarks: I have acquired an additional 27 Acres, adjoining the 33 Acres & would like to upgrade the amount of water to irrigate same.

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

26th July 1978
(Date)

B. D. Brown
(Signature)

State of Idaho)
County of Blaine) ss.

On this 26 day of July, 19 78, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.

June Burdison
Notary Public residing at Mortimer
Idaho

My commission expires Life June

October 4, 1978

R. Dayle Brown
462 Clay Street
Montpelier, ID 83254

Dear Mr. Brown:

Re: Permit No. 11-7021

This office acknowledges receipt of the proof of beneficial use you submitted on July 27, 1978 for Permit No. 11-7021.

After reviewing your proof, I find that you have included 27 acres more than was proposed on the permit. In order to appropriate additional water for this land, you will need to file another application for permit. A form is enclosed for your convenience.

If you have any questions concerning this, please contact this office or our regional office.

Sincerely,

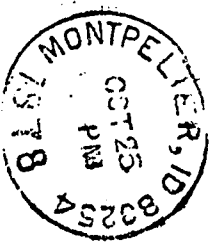
RITA FLECK
Secretary

RF

Enc: App. for Permit w/instructions

Bureau
46 2 Clay St
Montpelier, Idaho
83254

State of Idaho
Dept of Water Resources
State Office
373 W. Franklin St
Boise Idaho 83702



RECEIVED

OCT 27 1978

Department of Water Resources

file
jc

October 24, 1978

State of Idaho
Department of Water Resources
State Office, 373 W. Franklin Street
Boise, Idaho

Dear Sir:

Re: Permit No. 11-7021

Also- Department letter of Oct. 4, 1978

In asking for more water appropriation, I have reconsidered. Realizing that I have water shares from open ditch for this 27 acres and I have been told that this will be sufficient. In view of this, I would appreciate it, if the Department would grant Permit on original application of Permit No. 11-7021.

Sincerely

R. Dayle Brown

R. Dayle Brown

*No reply
necessary
jc*

On 7-26-74 I contacted
Dale Brown and found out
that he leases the farm to
Leonard Perkins who lives near
the farm. His telephone #
is 945-2447. I called Mrs.
Perkins and she told me that
the pump had not been used
yet this year. They were now
in the process of laying their
first crop and had not yet
needed the water. They will
set up the sprinkler system
for exam and call the office
when it is ready. The system
consists of a single 1/4 mi
handline and you will need
to take a pilot tube measurement.
Also there is no domestic
use of water from this well.
It would be a good idea
to call the Perkins back
after the first week in
August in order to make
an appointment.

See Note on Very Back

State of Idaho

DEPARTMENT OF WATER RESOURCES
FIELD REPORT

Call in 1983

Pump not hooked up

11-7021
Permit No.

CONTACT WITH PERMIT HOLDER

	DATE	INITIALS	REMARKS
☐ Appointment letter mailed:			
☐ Telephone call made: (List Telephone No. used)			
☐ Appointment scheduled for: (Date, time, location)			

EXAMINATION

Date _____ Accompanied by _____
If source is surface water, estimate total flow of source
Methods of measurement _____

Measurement calculations:

WELL/DIVERSION* NO.	HP	MOTOR MAKE	MOTOR SERIAL NO.	PL M.

System Description _____

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

RECOMMENDED AMOUNTS
USE

Total

Remarks

Total Q measured

To Richard
Date 6-7 Time 2:00
WHILE YOU WERE OUT
R Dale Brown
of Montpelier (Fish Haven)
Phone 847-1312

Telephoned	☒	Please call	☒
Called to see you	☐	Will call again	☐
Wants to see you	☐	Returned your call	☐

Message needs field exam

11-7021
any time after 10:00

6-8-88 Operator
Sched. apt. for next week

See Note on Very Back

Call in 1983

Pump not hooked up

State of Idaho

DEPARTMENT OF WATER RESOURCES
FIELD REPORT

11-702/
Permit No.

CONTACT WITH PERMIT HOLDER

DATE _____

INITIALS

REMARKS

- ☐ Appointment letter mailed:
- ☐ Telephone call made:
(List Telephone No. used)
- ☐ Appointment scheduled for
(Date, time, location)

EXAMINATION

Date _____ Accompanied by _____ Total Q measured _____

If source is surface water, estimate total flow of source _____

Methods of measurement _____ Meets Permit requirements? _____

Measurement calculations:

[illegible]

System Description

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

RECOMMENDED AMOUNTS

USE

Irrigation requirement =

Q (cfs)

V (afa)

AFA/Acre

FROM

TO

Total

Remarks

MAP (Attach Aerial Photo)

SCHEMATIC DIAGRAM OF SYSTEM

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

Point(s) of diversion: _____

Place(s) of Use

TWP.	RGE.	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	

Recommended Amendments:

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

Examiner's Signature _____

Date _____

Checked by _____

ite _____

Approved by _____

Date _____

State of Idaho
DEPARTMENT OF WATER RESOURCES
WATER RIGHT BENEFICIAL USE FIELD REPORT

CONTACT WITH PERMIT HOLDER

[illegible]



John V. Evans
Governor

A. Kenneth Dunn
Director

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
EASTERN REGION

DEC 10 1986

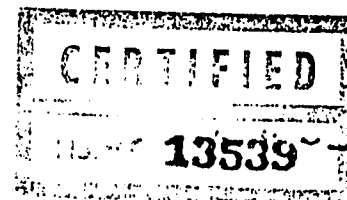
150 Shoup — Suite 15
Idaho Falls, Idaho 83402
(208) 525-7161

Department of Water Resources

11-7021
BROWN, R. DAYLE
462 CLAY ST.
MONTPELIER, ID 83254

December 8, 1986

EXAMINATION FEE NOTICE



Dear Permit Holder:

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

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

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

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

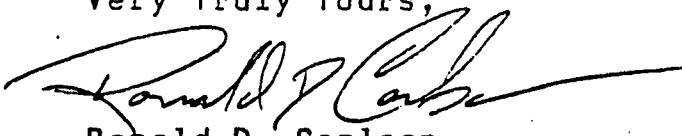
FAILURE TO SUBMIT WITHIN THE SIXTY (60) DAY PERIOD THE FEE OR THE STATEMENT THAT A CERTIFIED EXAMINER HAS BEEN RETAINED TO MAKE THE FIELD EXAMINATION WILL BE CAUSE TO ADVANCE THE PRIORITY OF THE PERMIT ONE DAY FOR EACH DAY THAT THE FEE SUBMITTAL IS LATE.

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:

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

Very Truly Yours,



Ronald D. Carlson
Eastern Regional Manager

Enclosures

4/86

RECEIVED
JAN 16 1987

STATE OF IDAHO

Department of Water Resources
Eastern District Office
DEPARTMENT OF WATER RESOURCES
EXAMINATION FEE INFORMATION

For Office Use Only
Fee Received 100.00
Date 1-16-87
Receipt # 39994
Receipt by MD
Sent to S.O. 1-22-87

RECEIVED
JAN 26 1987

1. Permit No. 11-7021

ONE OF THE FOLLOWING BOXES SHOULD BE MARKED TO DESIGNATE YOUR CHOICE:

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

2. Permit Holder: R. DAYLE BROWN

3. Post Office Address: 462 CLAY ST MONTPELIER, IDAHO 83254

Telephone No. 208-847-1312

4. Source of Water: DRILLED WELL

5. Extent of Use:

Domestic 1 (No. of households) Stockwater (No. and type of stock)

Irrigation .7 CFS (acres) Other/Remark

6. Total rate &/or volume for which proof is submitted .7 cfs acre-feet

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

Fall - 1979

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

R. Dayle Brown

(Name)

462 CLAY ST

MONTPELIER

IDAHO

208-847-1312

(Address)

(Telephone Number)

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

Jan 14 1987
Date

R. Dayle Brown - owner
Signature of Permit Holder (and title, if appropriate)

copy retained for file

January 22, 1987

R. Dayle Brown
462 Clay Street
Montpelier, Idaho 83254

Dear Mr. Brown:

Attached herewith is Departmental receipt no. 39994 in the amount of \$100.00 for the exam fee for permits 11-7021.

Thank you for your prompt attention.

Sincerely,

Michele Davis
Office Secretary

Enclosure

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

RECEIVED
JAN 20 1989

A. GENERAL INFORMATION

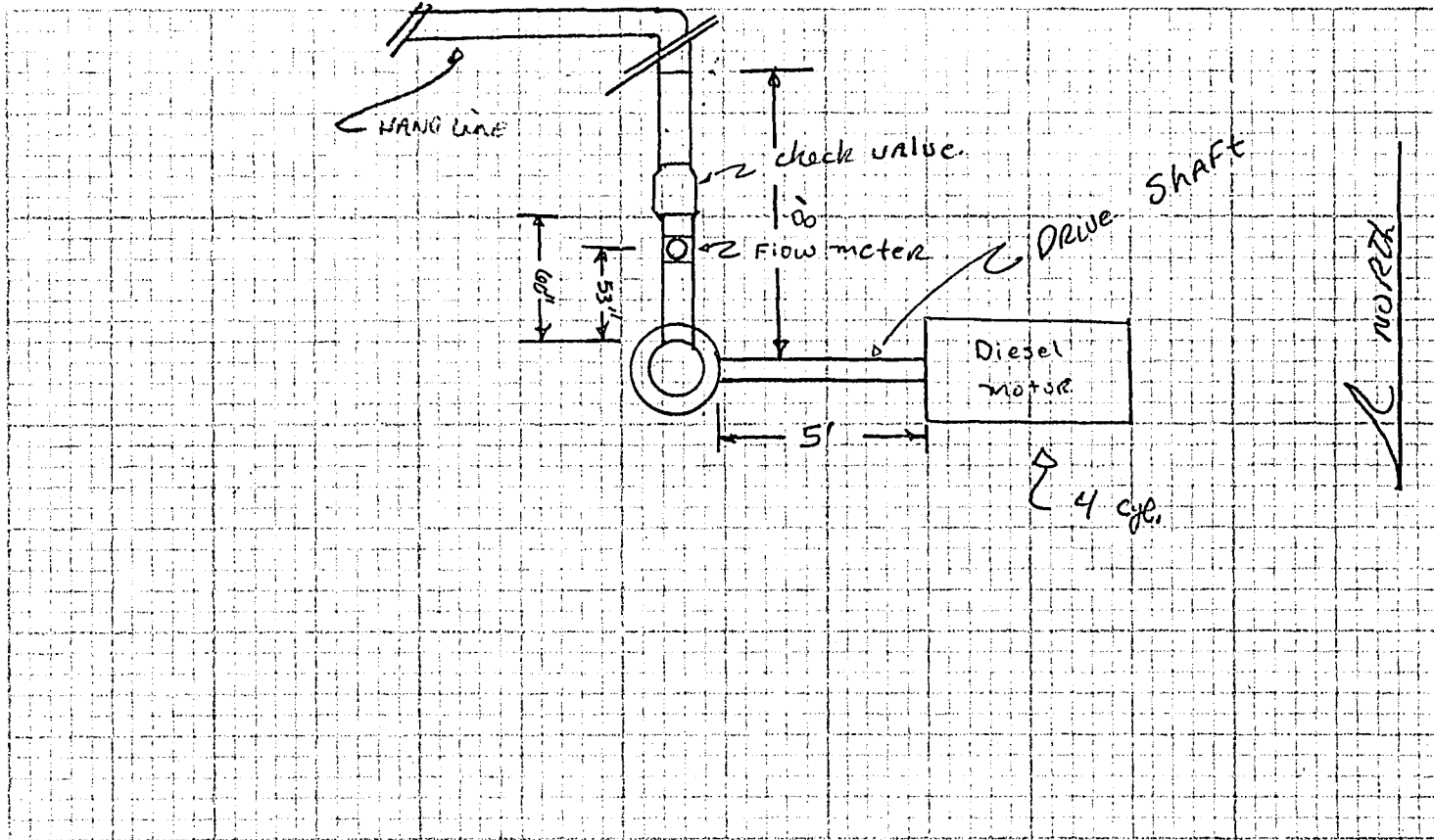
1. Owner: R. Doyle BROWN Permit No. 11-7021
Current Address: 462 Clay St., Montpelier, Idaho 83254 Phone No. 847-1312
2. Accompanied by: OWNER EXAM. DATE: 6-15-88
Address: _____ Phone No. _____
Relationship to Permit Holder: _____
3. Source: Groundwater tributary to —

B. OVERLAP REVIEW

1. Other water rights with same place of use: NO
_____ ☐ Copies Attached
2. Other water rights with same point of diversion: NO
_____ ☐ Copies Attached ☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

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



Scale: 1\"/>

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

System Description (continued)

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

4 cylinder diesel powered motor to well then pump to 6" main line to 24" head line sections with model 30 Rainbirds with 1/8" 20° nozzles, double nozzles with 1/8" diameters.

Water depth (static) = 218'

Dynamic pumping level =

Well depth = 350'

☒ See Remarks on page 4 for continuation

4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
Diesel engine	Perkins	40	1351421	Randolph	500589

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

5. Point(s) of Diversion:

Ident. No.	Gov't. Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks
			SE	SE ^W	15	16S	43E	BEAR LAKE	map & on site inspection

6. Place(s) of Use:

Indicate Method of Determination

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
16S	43E	15										4/5	16				10		30
16S	43E	22				3													3

Do not use this space

Do not use this space

D. FLOW MEASUREMENTS

☐ Additional Data Sheets Attached

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date
~~X~~						
Flow meter		McCrometer	NONE	NONE	1300 gpm	
Stop watch						

2. Measurements:

G.P.M. = 200, needle fluctuated between 180 and 220 gpm.
 AC.Ft x .001 = 0050.2 → 0050.7 in 62 sec.
 motor R.P.M. = NO Tachometer.
 checked wind pressure on high side = 20 on both sides of wind

E. FLOW CALCULATIONS

☐ Additional Computation Sheets Attached

1. Measured Method:

$$Q = 200 \text{ gpm} / 448.8 = 0.45 \text{ c.f.s.}$$

2. Alternate Method for Checking Purposes:

$$\text{Theoretical } Q = \frac{(40 \text{ hp})(8.814)(0.85)}{(218') + (2.31)(40)} = 0.97 \text{ c.f.s.}$$

F. PUMP EFFICIENCY DATA (Optional)

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

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

Water HP: (3) x (4) ÷ 8.8 = _____ (5)

Meter Input KW: 3.6 x _____ KH x _____ CTR or _____ MULT x _____ PTR x _____ N' _____ T = _____ (6)

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

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

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

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = \frac{(33)(3)}{(0.45)(3)} = 13$$

$$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = (0.45)(183)(1.9835) = 163.34$$

$$V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} = 99.0$$

2. Volume Calculations for Other Uses:

Do not use this space

D. FLOW MEASUREMENTS

☐ Additional Data Sheets Attached

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date
~~XX~~						
Flow meter		M ^S Crimater	NONE	NONE	1300 gpm	
Stop watch						

2. Measurements:

G.P.M. = 200 ; needle fluctuated between 180 and 220 g.p.m.

Ac. Ft x .001 = 00506 → 00507 in 62 sec.

motor R.P.M. = NO Tachometer.

checked kind pressure on high side = 20 on both sides of head

E. FLOW CALCULATIONS

☐ Additional Computation Sheets Attached

1. Measured Method:

$Q = 200 \text{ gpm} / 448.8 = 0.45 \text{ c.f.s.}$

2. Alternate Method for Checking Purposes:

Theoretical $Q = \frac{(40 \text{ hp})(8.314)(0.85)}{(218') + (2.31)(40)} = 0.97 \text{ c.f.s.}$

F. PUMP EFFICIENCY DATA (Optional)

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

Total Head: (1) + (2) = _____ (3)

; Flow rate: _____ cfs (4)

Water HP: (3) x (4) ÷ 8.8 = _____ (5)

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

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

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

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

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = \frac{(33)(3)}{(0.45)(3)} = 13$

$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = (0.45)(183)(1.9835) = 163.34$

$V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} = 99.0$

2. Volume Calculations for Other Uses:

H. REMARKS AND OVERLAP REVIEW ANALYSIS

not being used For culinary purposes

I. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Annual Volume V (afa)
	From	To		
<u>IRRIGATION</u>	<u>4/15</u>	<u>10/15</u>	<u>0.45</u>	<u>99.0</u>
Totals:			<u>0.45</u>	<u>99.0</u>

2. Recommended Amendments

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

J. AUTHENTICATION

Field Examiner's Name

Signature

Certification Date

Field Report Preparation Date

Richard Lanza
Richard Lanza
18-4-88

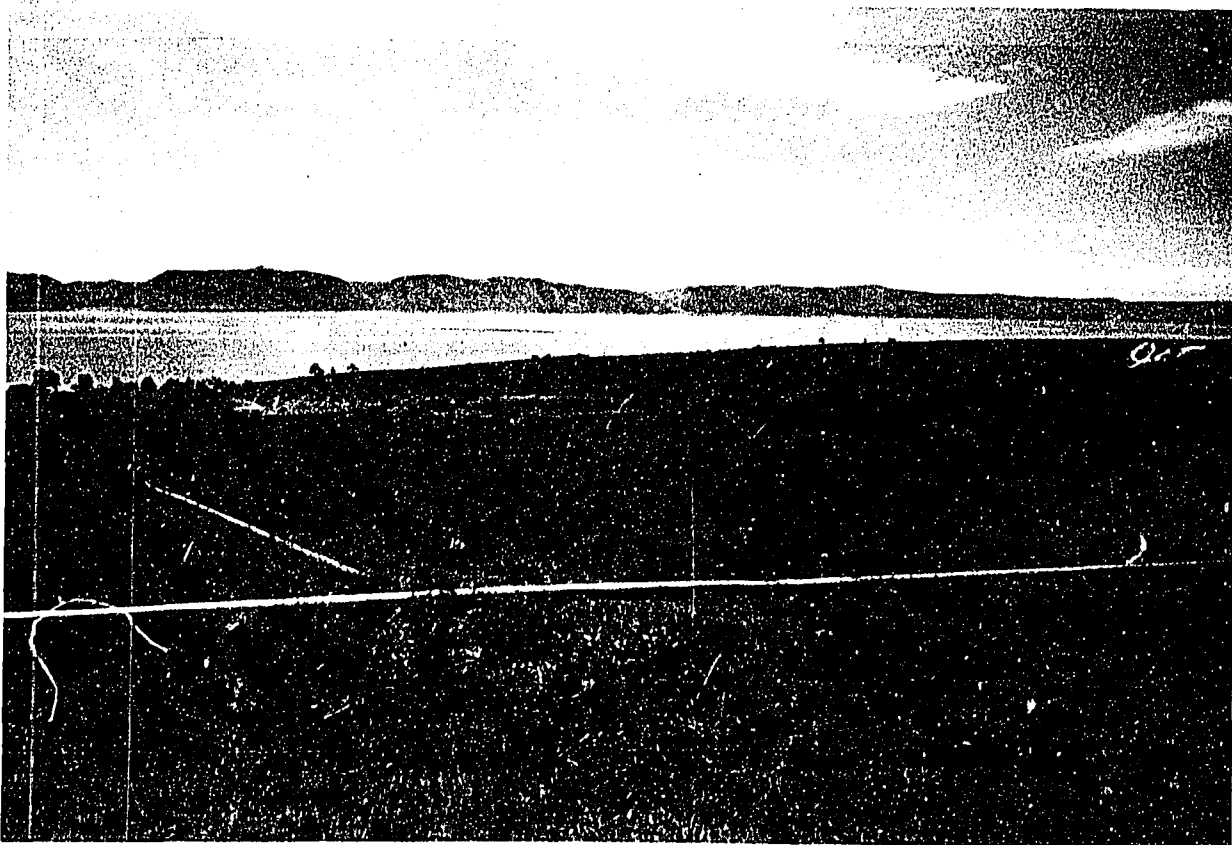
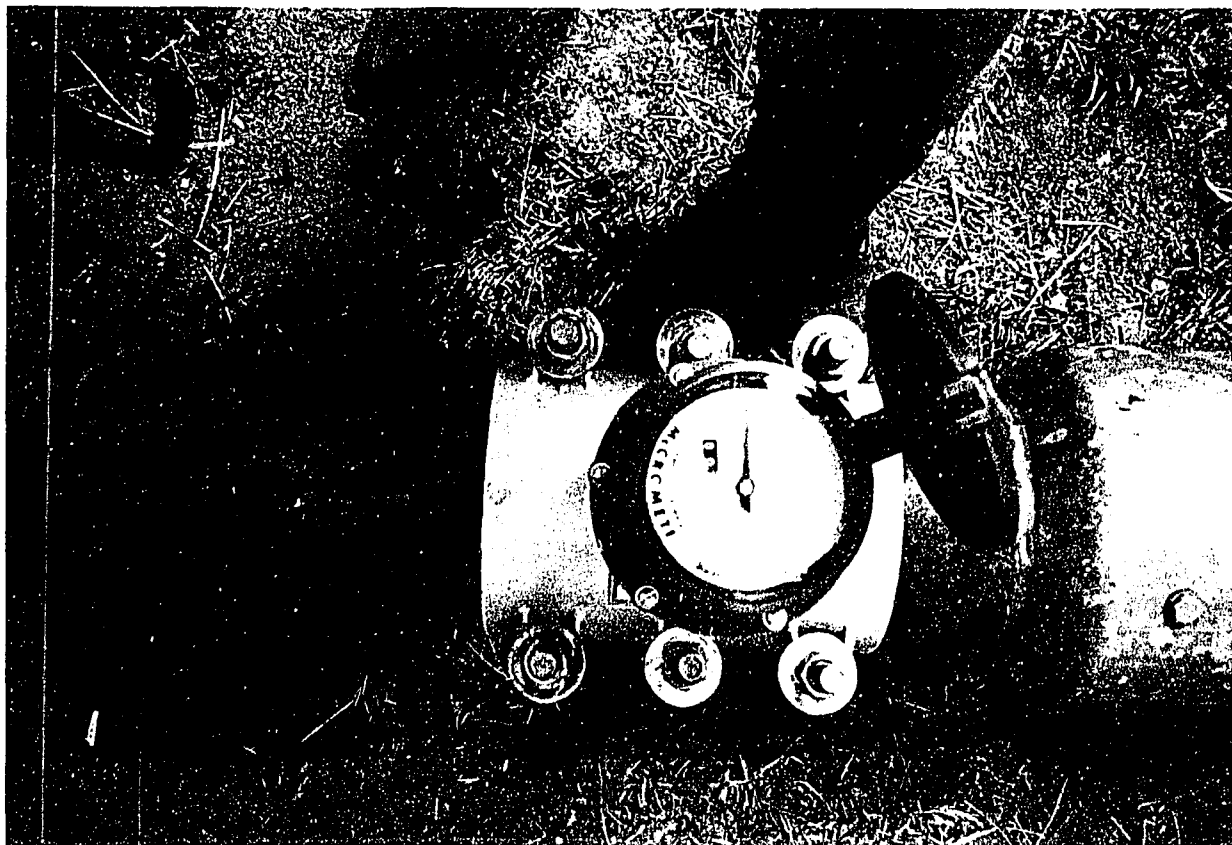
Steve McCormick
18-Jan-1988

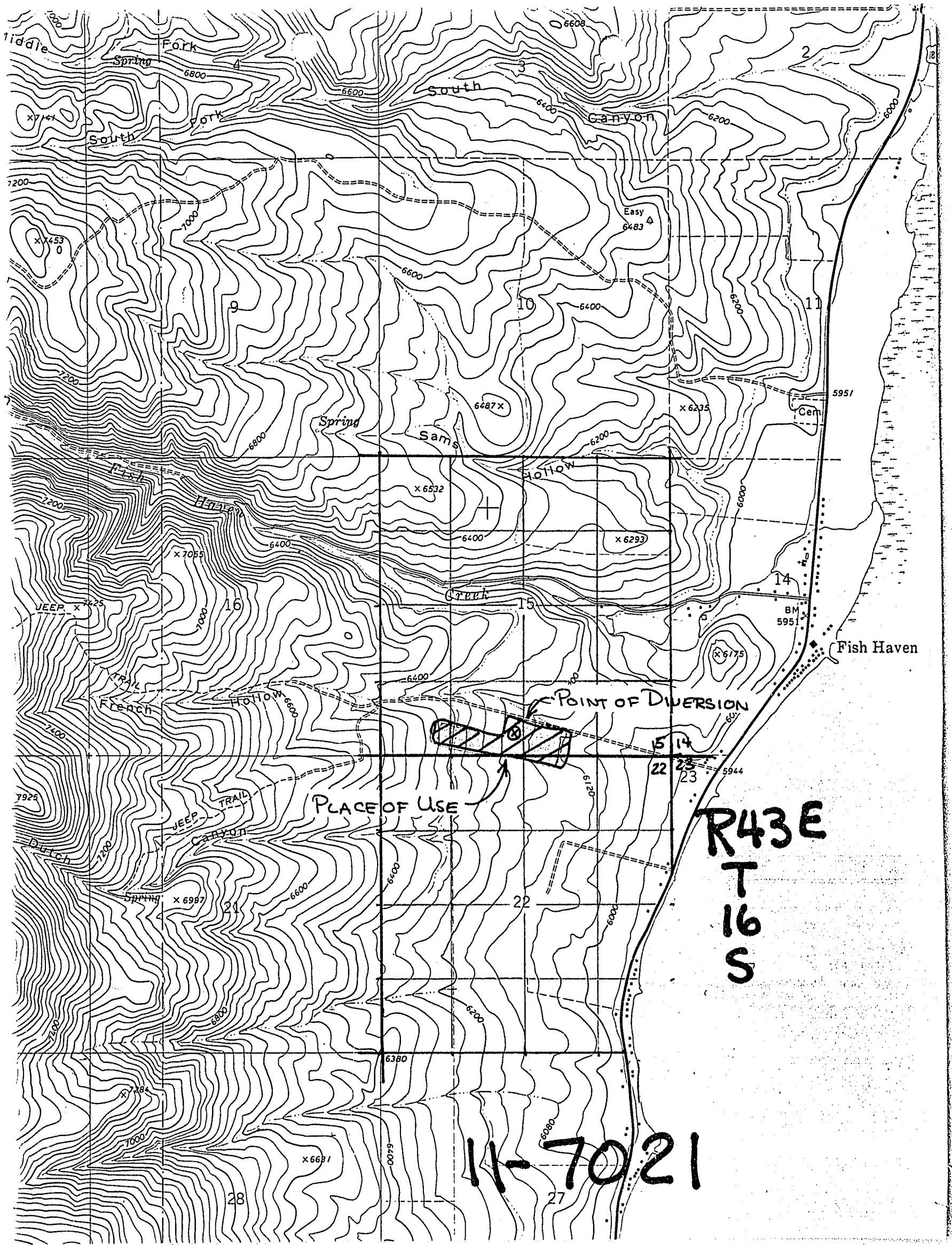
CONSULTANT SEAL

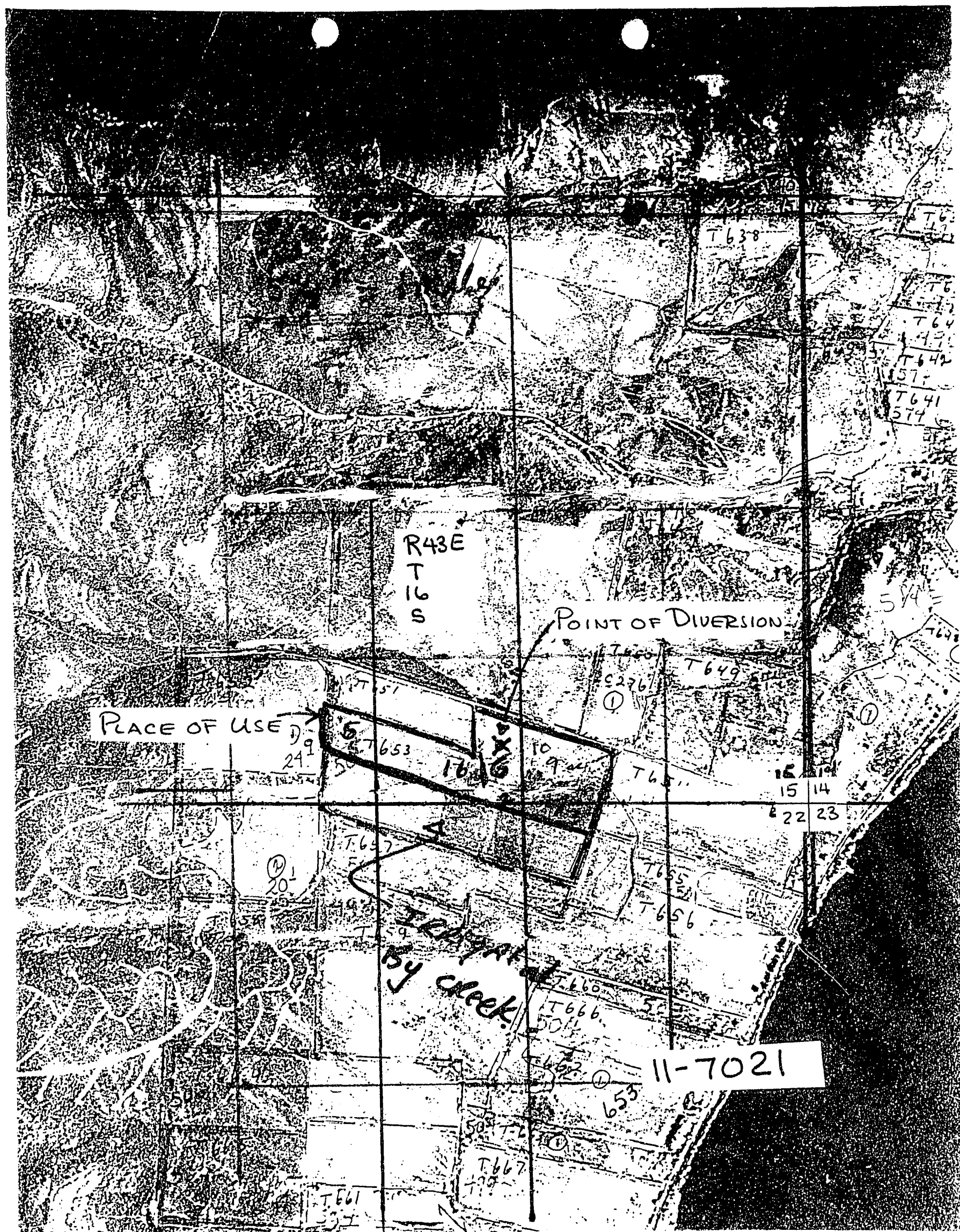
K. Licensing recommendation shall be prepared by an Idaho Department of Water Resources employee on a computer printout attached hereto.

reviewed: Roxanne McElroy 2/2/89

1-7021









For Clarity of
Photographs Filmed
Please See File

POINT OF DIVERSION OVER

WR-NUMBER	TWP	RNG	SC	TRACT	LT	#SOURCE	#NAME
				1\4 1\4 1\4			
1107021	16S	43E	15	SW SE		GROUNDWATER	BROWN, R. DAYL

January 31, 1990

R. DAYLE BROWN
462 CLAY ST.
MONTPELIER, ID 83254

RE: PERMIT NO. 11-07021

Dear Permit Holder(s):

The above referenced water right is in the process of being licensed. However, before a license can be issued, your permit must be amended to correspond with the findings of the Department's field examiner.

The enclosed application for amendment contains information that will be included on the license when it is issued. Please review carefully and if you concur, sign the amendment and return with the \$20.00 filing fee within 30 days.

If you do not concur with these findings or if you have any questions, please contact us within the 30-day period.

Sincerely,

JIM JOHNSON
Water Rights Supervisor

JJ:sc

Enclosure

April 30, 1990

R. DAYLE BROWN
462 CLAY ST.
MONTPELIER, ID 83254

RE: PERMIT NO. 11-07021

Dear Permit Holder(s):

Enclosed herewith is a copy of the Water Right License issued on the above referenced permit along with a copy of your approved application for amendment.

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

Sincerely,

JIM JOHNSON
Water Rights Supervisor

JJ:sc

Enclosure

State of Idaho
Department of Water Resources

RECEIVED
MAR 06 1990

APPLICATION FOR AMENDMENT
(For Licensing Purposes)
WATER RIGHT NO. 11-07021

Department of Water Resources

Date of Priority: June 21, 1971

Maximum Diversion Rate: 0.45 CFS
Maximum Diversion Volume: 99.0 AF

Comes now R. DAYLE BROWN
462 CLAY ST.
MONTPELIER, ID 83254

and represents to the Director of the

Idaho Department of Water Resources:

That he is the owner and holder of Permit to appropriate the Public Waters of the State of Idaho No. 11-07021, and requests that the permit be changed as follows:

Source: GROUNDWATER

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	04/15 to 10/15	0.45 CFS	99.0 AF

LOCATION OF POINT(S) OF DIVERSION: SESW, Sec. 15, Township 16S, Range 43E
BEAR LAKE County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
16S	43E	15	SWSW 4	SESW 16	SWSE 10	30
		22	NWNE 3			3

Total number of acres irrigated: 33

Permit holder asserts that no one will be injured by such change and that such change will be made at permit holder's own risk.

Signed at MONTPELIER IDAHO, this _____ day of FEBRUARY, 1990.

TIME: 1:30 P.M.

R. Dayle Brown
(Signature)

State of Idaho
Department of Water Resources

APPLICATION FOR AMENDMENT
(For Licensing Purposes)
WATER RIGHT NO. 11-07021

FOR DEPARTMENT USE ONLY

Preliminary check by KW Fee = \$20.00 ✓ Received by Jenny Date 3/6/90 #C015351

ACTION OF THE DEPARTMENT OF WATER RESOURCES

I, R. Keith Higginson, of the Department of Water Resources hereby approve the
above Application for Amendment for Permit No. 11-07021 with the following;

CONDITIONS/REMARKS:

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount which can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
4. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
5. A measuring device of a type approved by this Department shall be maintained as a part of the diverting works.
- ✓6. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 3.0 afa per acre for the lands above.

Witness my hand this 24TH day of April, 1990.

R. Keith Higginson
Acting for R. Keith Higginson, Director

31/11

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 11-07021

Priority: June 21, 1971

Maximum Diversion Rate: 0.45 CFS
Maximum Diversion Volume:¹ 99.0 AF

This is to certify, that R. DAYLE BROWN
462 CLAY ST.

MONTPELIER, ID 83254 has complied with the terms and conditions
of the permit, issued pursuant to Application for Permit dated June 21, 1971; and
has submitted Proof of Beneficial Use on July 27, 1978. An examination indicates
that the works have a diversion capacity of .450 cfs of water from a GROUNDWATER
source, and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	04/15 to 10/15	0.45 CFS	99.0 AF

LOCATION OF POINT(S) OF DIVERSION: SESW , Sec. 15, Township 16S, Range 43E
BEAR LAKE County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
16S	43E	15	SWSW 4	SESW 16	SWSE 10	30
		22	NWNE 3			3

Total number of acres irrigated: 33

CONDITIONS/REMARKS:

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount which can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
4. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
5. A measuring device of a type approved by this Department shall be maintained as a part of the diverting works.

2171

PAGE 2

State of Idaho
Department of Water Resources

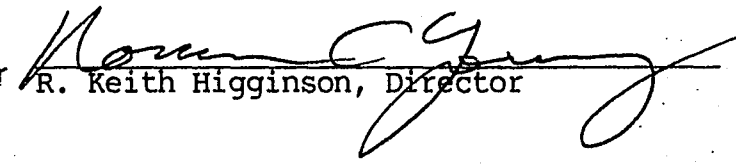
WATER RIGHT LICENSE

WATER RIGHT NO. 11-C7021

CONDITIONS/REMARKS:

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

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. Witness the seal and signature of the Director, affixed at Boise, this 24th day of April, 1990.

Acting for  R. Keith Higginson, Director

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 5134
RECEIVED**RECEIVED**

JUN 26 1997

APPLICATION FOR TRANSFER OF WATER RIGHT

OCT 17 1997

PART 1

Department of Water Resources

Department of Water Resources
Eastern RegionName of applicant LAKE VISTA PROPERTIES LLC

(801) 757-3704

Phone (801) 946-3333Post Office address 2126 S BEAR LAKE BLVD GARDEN CITY UT 84028**A. PURPOSE OF TRANSFER**

- 1.
- ☐
- Change point of diversion
- ☐
- Add diversion point(s)
- ☒
- Change place of use

☐ Change nature of use ☐ Change period of use ☐ Other _____

2. Describe the reason for the proposed changes
- This transfer proposes to reduce the irrigated acres
-
- and concentrate the water right to 0.02 cfs per acre on the remaining place of use as
-
- mitigation for two pending application for permit for domestic use held by the applicant.
-
- The reduction in acre feet for irrigation will offset depletion for domestic use.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
<u>11-07021</u>	<u>06-21-1971</u>	<u>0.42 cfs</u>	<u>Irrigation</u>	<u>04-15</u> to <u>10-15</u>
_____	_____	_____	_____	_____ to _____
_____	_____	_____	_____	_____ to _____
_____	_____	_____	_____	_____ to _____

2. Total amount of water being transferred
- 0.42
- cubic feet per second and/or _____ acre-feet per annum.

3. Source of water
- Groundwater
- tributary to _____

4. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
		SE	SW	15	16S	43E	Bear Lake	

5. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
16S	43E	15											4	11		~~3~~	3		18
		~~21~~ 22		3															3

Total acres

21

PART 1

6. General Information:

a. Description of diversion system Well, pump and pipelines to irrigation system. Note that well will also supply water to domestic uses described in pending applications for permit 11-07435 and 11-07436.

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

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
Twelve acres originally licensed under this right (11-07021) will no longer be irrigated from the licensed source. Well will be tied into domestic system for uses described in pending applications 11-07435 and 11-07436.

d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And said application is hereby _____, subject to the following limitations and conditions:

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

1952 1021

RECEIVED

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED**1. Right evidenced by:**

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. 11-07021 issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:☐ Tax Notice☒ Warranty Deed☒ Other Well agreement**3. Source of water** Groundwater tributary to _____**4. Date or priority** 06-21-1971**5. Water is used for the following purpose:**

amount 0.45 cfs for Irrigation purposes from 04-15 to 10-15
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 0.45 cfs cubic feet per second and/or _____ acre-feet per annum.**7. Point(s) of Diversion:**

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
		SE	SW	15	16S	43E	Bear Lake	

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
16S	43E	15											4	16			10		30
		22		3															3

Total acres 33**9. Describe any other water rights used for the same purpose as described above** 11-04022

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?
NO If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED
(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total acres _____

A. DESCRIPTION OF RIGHT AS RECORDED:

Water Right No. 11-07021

STAGE: LICENSE

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	04/15 to 10/15	0.45 CFS	99.0 AF

SOURCE

GROUNDWATER

Priority: 06/21/1971

LOCATION OF POINT(S) OF DIVERSION:SESW , Sec. 15, Township 16S, Range 43E
BEAR LAKE CountyPLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
16S	43E	15	SWSW 4	SESW 16	SWSE 10	30
		22	NWNE 3			3

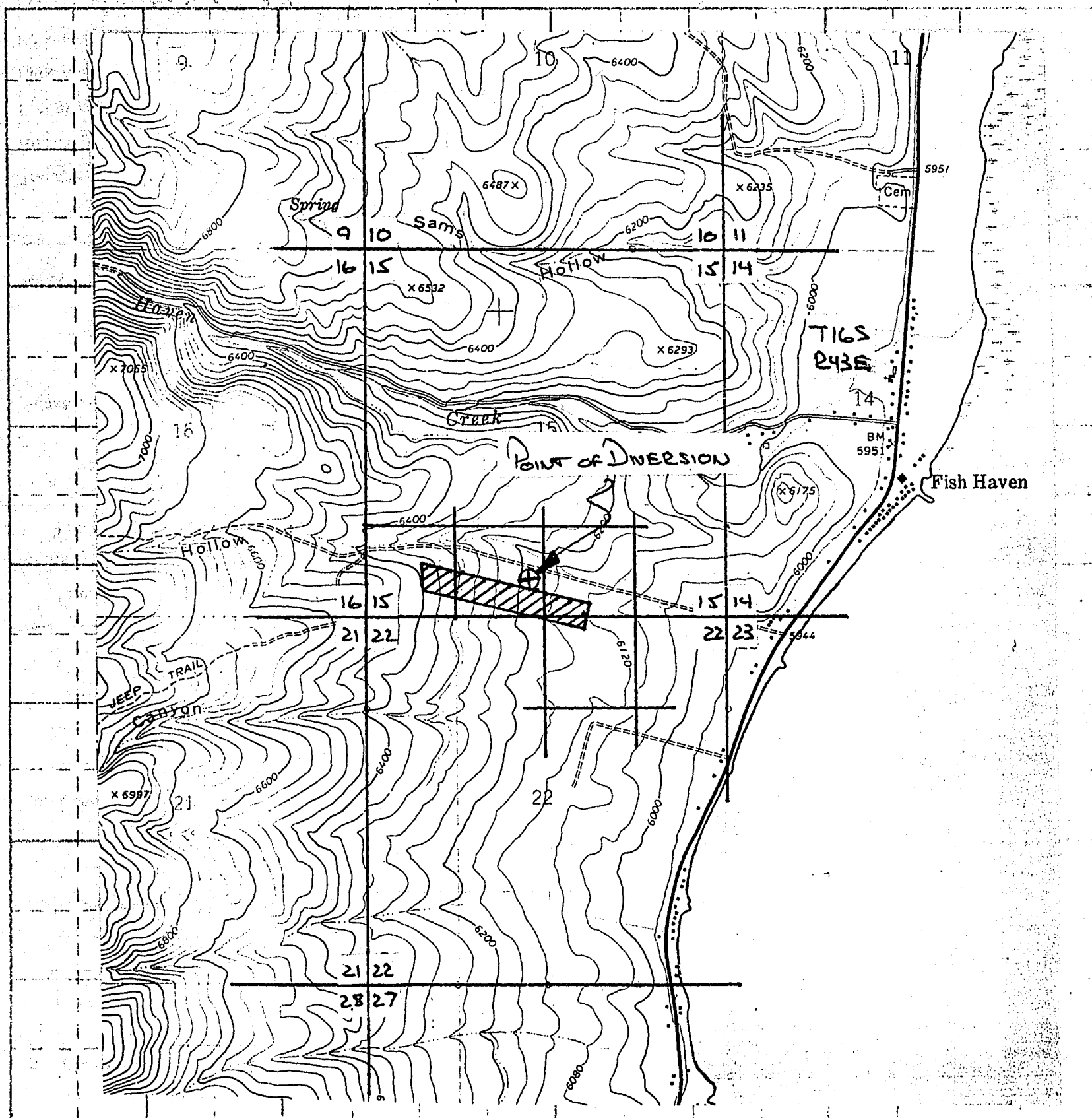
Total number of acres irrigated: 33

CONDITIONS/REMARKS:

1. A measuring device of a type approved by this Department shall be maintained as a part of the diverting works.
2. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 3.0 afa per acre for the lands above.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.



SCALE: 2 inches equal 1 mile. Draw plan in ink.

PART 3

B. CHANGES IN NATURE OF USE

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

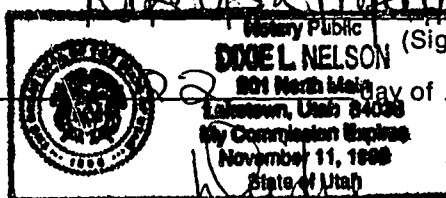
2. Quantity and quality of return flows and location of discharge:

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

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

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

Subscribed and sworn to before me this _____



(Signature of Applicant)

_____ of August, 19 97

D. Nelson
(Notary Public)

My commission expires 11-11-99

FOR DEPARTMENT USE ONLY

Transfer contains 7 pages and 0 attachments

Received by REM Date 9-4-97 Protest filed by _____

Prelim. check by _____ Fee \$100.00

Received by REM Date 9-4-97 E023596

Published in Montpelier - News Examiner Copies of protest forwarded by _____

Pub. dates Sept. 18 and 25, 1997 Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☒ approval ☐ denial

_____ rec'd. _____ by RRC

Copy of transfer sent to lien holder _____

167185

WELL AGREEMENT

Agreement entered into by and between R. Dayle Brown and Virginia Brown, husband and wife, hereinafter collectively called "Grantor" and Lake Vista Properties, L.L.C., a Utah Limited Liability Company, hereinafter referred to as "Grantee",

WHEREAS, Grantor are conveying property to Grantee whereon is situated an existing water well, and

WHEREAS, the parties entered into a real estate sale agreement on the 10th day of June, 1997, wherein Grantor agreed to grant and convey to Grantee a 50 foot circular parcel of property at the center of which is located said existing well, and

WHEREAS, as consideration for conveying said parcel and well to Grantee, Grantor shall have certain perpetual rights and privileges to the water from said well as hereinafter specified, and

WHEREAS, said well is currently intended for agricultural purposes and the license therefore issued by the State of Idaho, to-wit: License No. 11-07021 describes an agricultural use only, and

WHEREAS, Grantee intends to apply to the State to change the license to a culinary and domestic use and to use said well to service the culinary and domestic needs of residents in a planned residential subdivision,

NOW THEREFORE, in consideration of said real estate sale agreement and the mutual covenants and agreements contained herein it is agreed as follows:

1- WELL EASEMENT - dbrown.wellease

167185

1. Grantor shall convey to Grantee a 50 foot circular parcel together with an existing well located in the center thereof, said parcel being particularly described in Exhibit "A" which has been initiated by the parties and attached hereto and incorporated herein by reference.

2. Grantee accepts the existing well in its "AS IS" condition.

3. Grantee shall apply to the Department of Water Resources, State of Idaho, to change the well water license to culinary and domestic use from its existing agricultural use.

4. Grantee shall further improve and develop said well as a domestic and culinary well capable of providing the reasonable culinary and domestic needs of up to but not more than ten (10) residences to be situated upon the following described real estate of Grantor located in Bear Lake County, Idaho and more particularly described in Exhibit "B" which has been initialed by the parties and is attached hereto and is incorporated herein by reference.

5. Said improvement and development of said well shall include installation of a lateral or trunk line from the 50 foot well site to the closest boundary of the said property described in Exhibit "B". Any further extension of the lateral or trunk line for the improvement and development of Grantor's said property shall be at Grantor's sole expense.

6. Grantors and their successors shall have sufficient water from said well to provide the full culinary and domestic needs of up to 10 residences to be developed on the Grantor's property described in Exhibit "B". Said water usage shall be subject to all the terms, conditions and restrictions applicable to all other users under the water company or homeowners association to be established which will own the well and control the transporation and use of the water therefrom.

7. The initial development, improvement and repair of said well shall be at the sole expense of Grantees. Thereafter, Grantor's use of water from said well shall be subject to the same restrictions, terms, conditions, and user fees and assessments as any other user on the system, provided, however, Grantor and his successors in interest shall not, at any time, be assessed fees for the costs of improving, developing, maintaining or repairing said well or well site or for the use of water from said well relative to one, and only one, residential connection to the system.

R. Dayle Brown
R. Dayle Brown

By: A. Ray Elliott, Manager

By: Gary C. McKee, Member

By: Norman Mecham, Member

167185

STATE OF IDAHO)
 : ss.
County of Bear Lake)

On this 10th day of June, 1997, before me, the undersigned Notary Public,
personally appeared R. Dayle Brown and Virginia Brown, husband and wife, known or identified
to me to be the persons whose names are subscribed to the within instrument and acknowledged
to me that they executed the same.

Jan Bick
Notary Public for Idaho
Commission expires: 12-31-2000

STATE OF IDAHO)
 : ss.
County of Bear Lake)

On this 10th day of June, 1997, before me a Notary Public, personally appeared
^{KB}
Norman Mecham, Gary C. McKee and ~~A. Ray Elliott~~, known or identified to me to be
the manager/members of the limited liability company of Lake Vista Properties, L.L.C., and the
managers who subscribed said limited liability company name to the foregoing instrument, and
acknowledged to me that they executed the same in said limited liability company name.

Jan Bick
Notary Public for Idaho
Commission Expires: 12-31-2000

EXHIBIT "A"

50 Foot Circular Well Site

Part of the South East 1/4 of Section 15, Township 16 South, Range 43 East, B.M., Bear Lake County, Idaho described as:

Beginning at a point which is an existing well that is N 00°09'42" E 526.92 feet along the north south centerline of said Section 15 and S 89°50'18" E 64.36 feet from the South 1/4 Corner of said Section 15; said easement has a 50 foot radius measured in any direction from the center of said existing well and contains 7853.98 square feet.

RBB

V. P. King

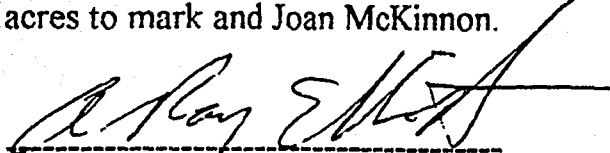
97 JUN 23 PM 4 55
D. J. King
FEE \$18.00

167105

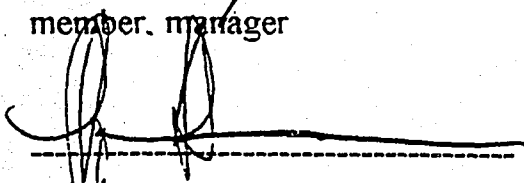
LETTER OF AUTHORIZATION

167185

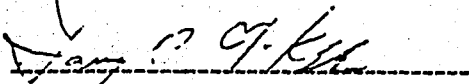
The members of Lake Vista Properties, L.L.C. met on 7/23/97 and determined and attest that Gary McKee has the authorization to sign any and all documents for and in behalf of Lake Vista Properties L.L.C. with regards to the purchase of approximately 50 acres, well site, and water rights from R. Dayle and Virginia Brown. Said property is located in Bear Lake County, Idaho in the Loveland Lane area near Fish Haven. Said members also give authorization to Gary McKee to sign any and all documents for and in behalf of Lake Vista Properties, L.L.C. in the sale of approximately 10 of these acres to mark and Joan McKinnon.



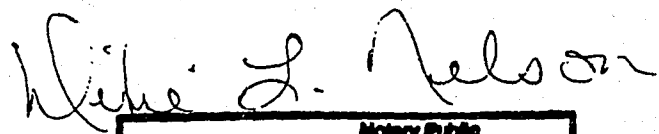
member, manager

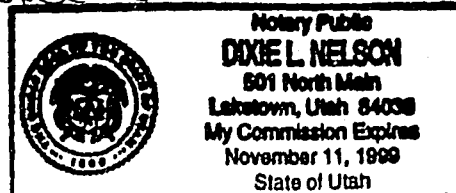


member



member





167187

MORTGAGE

THIS INDENTURE, Made this 10th day of June, 1997, between Lake Vista Properties, L.L.C., of Garden City, County of Rich, State of Utah, the Mortgagor and R. ^{Dayle} ~~Day~~ Brown and Virginia Brown, husband and wife, of Montpelier, County of Bear Lake, State of Idaho, the Mortgagees,

WITNESSETH: That the Mortgagor for and in consideration of a certain Real Estate Sale Agreement wherein Mortgagor agrees to pay Mortgagees \$135,000.00 and perform certain promises, and comply with certain terms and conditions and by these presents do hereby grant, bargain, sell or convey, unto Mortgagees and to their heirs and assigns forever, all that land, situated, lying and being in the County of Bear Lake, State of Idaho, and particularly described as follows, to-wit:

See Exhibit "A" which has been initialed by the Mortgagor and are incorporated herein by reference.

THIS GRANT is intended as a mortgage to secure the payment of \$135,000.00 to be paid by Mortgagor to Mortgagees and to further secure Mortgagor's contractual obligations under a certain Real Estate Sale Agreement between the parties dated June 10, 1997.

And these presents shall be void if such payment be made. But in case default shall be made in the payments of said principal sum of money, or any part thereof, as provided in said note, or if the interest be not paid as herein specified, or if Mortgagor not perform the other terms and conditions of said agreement, then and from thenceforth it shall be optional with the said Mortgagees, their executors, administrators or assigns to consider the whole of said principal

167187

sum expressed in said note as immediately due and payable, although the time expressed in agreement for the payment thereof shall not have arrived; and immediately to enter into and upon all and singular the above described premises, and to sell and dispose of the same and all benefit and equity and redemption of Mortgagor, its heirs, executors, administrators or assigns, according to law of the State of Idaho and out of the money arising from such sale to retain the principal and interest which shall then be due on the said agreement, together with the costs and charges of foreclosure suit, including attorney fees and court costs and also the amounts of all such payments of taxes, assessments, encumbrances, or insurance as may have been made by Mortgagees, their heirs, executors, administrators or assigns, by reason of the permission hereinafter given, with the interest on the same hereinafter allowed, rendering the overplus of the purchase money (if any there shall be) unto the Mortgagor, its heirs, executors, administrators or assigns. And Mortgagor does hereby further covenant, promise and agree, to and with Mortgagees, to pay and discharge, at maturity, all such taxes and assessments, liens or other encumbrances now subsisting, or hereafter to be laid or imposed upon said premises or which may be in effect a prior charge thereupon to these presents, during the continuance hereof, and in default thereof, the Mortgagees may pay and discharge the same, and may, at their option, keep fully insured against all risks by fire the buildings which are now or may be thereafter erected thereon, at the expense of Mortgagor and the sums so paid shall bear interest at the rate of 7% per year until paid, and shall be considered as secured by these presents and be a lien upon said premises, and shall be deducted from the proceeds of the sale thereof, above mentioned, with interest as provided.

167187

IN WITNESS THEREOF, the Mortgagor hereunto set hand and seal the day and year
first above written.

Lake Vista Properties, L.L.C.

[Signature]
By: A. Ray Elliott, Manager

[Signature]
By: Gary C. McKee, Member

[Signature]
By: Norman Mecham, Member

STATE OF IDAHO)
 :SS.
County of Bear Lake)

On this 10th day of June, 1997, before me a Notary Public, personally appeared
Norman Mecham, Gary C. McKee and ^{KB}~~A. Ray Elliott~~, known or identified to me to be
the manager/members of the limited liability company of Lake Vista Properties, L.L.C., and the
manager/members who subscribed said limited liability company name to the foregoing
instrument, and acknowledged to me that they executed the same in said limited liability
company name.

[Signature]
Notary Public for Idaho
Commission Expires: 12 01 2000

EXHIBIT A

167187

Part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 15 and the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 22, Township 16 South, Range 43 East of the Boise Meridian, Bear Lake County, Idaho, described as:

Beginning at a point on the South right of way line of Loveland Lane that is North 0°09'42" East 649.38 feet along the North-South center line of said Section 15 from the South Quarter Corner of said Section 15, and running thence South 76°40'28" East 11.86 feet along said South right of way; thence South 75°24'48" East 50.02 feet along said South right of way; thence South 00°09'42" West 394.22 feet; thence South 75°25'37" East 1085.55 feet; thence North 16°36'20" East 380.67 feet to said South right of way; thence South 75°13'17" East 100.82 feet along said South right of way to an existing fence line; thence along said existing fence line the following (8) courses: (1) thence South 25°18'30" West 84.67 feet; (2) thence South 16°36'20" West 320.19 feet; (3) thence South 15°13'29" West 354.75 feet; (4) thence South 16°27'14" West 476.03 feet; (5) thence North 75°32'26" West 780.18 feet; (6) thence North 79°41'23" West 155.08 feet; (7) thence North 76°23'25" West 1099.10 feet; (8) thence North 74°58'58" West 320.02 feet to the West line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 22; thence North 00°02'01" West 310.67 feet along said West line to the Northwest Corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$; thence North 00°06'21" East 604.75 feet along the West line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 15; thence South 74°54'21" East 966.13 feet along an existing fence line; thence South 76°10'42" East 402.12 feet to the North-South center line of said Section 15; thence North 00°09'42" East 393.96 feet along said center line to the point of beginning.

SUBJECT TO a 30 Foot Irrigation Easement:

Part of the South Half of Section 15, Township 16 South, Range 43 East of the Boise Meridian, Bear Lake County, Idaho, and described as: Beginning at a point that is North 89°55'40" East 1323.67 feet along the South line of said Section 15 to the Southwest Corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and North 00°06'21" East 573.69 feet along the West line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ from the Southwest Corner of said Section 15; thence North 00°06'21" East 31.06 feet along said West line; thence South 74°54'21" East 966.13 feet along an existing fence; thence South 76°10'40" East 402.12 feet along said existing fence; thence South 75°25'37" East 91.95 feet; thence South 14°34'23" West 30.00 feet; thence North 75°25'37" West 84.24 feet; thence North 76°09'51" West 409.76 feet; thence North 74°54'21" West 958.44 feet to the point of beginning.

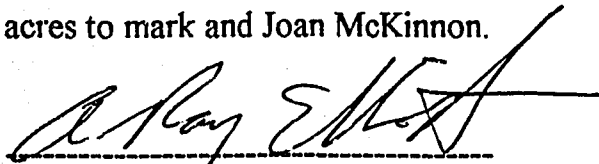
EXCEPTING THEREFROM:

Part of the SE $\frac{1}{4}$ of Section 15 and the NE $\frac{1}{4}$ of Section 22, Township 16 South, Range 43 East, B.M., Bear Lake County, Idaho, described as:

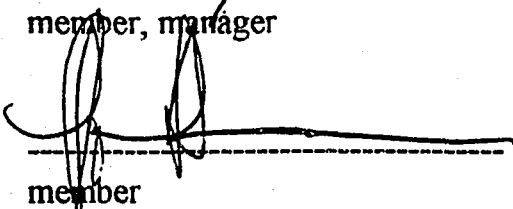
Beginning at a point that is North 00°09'42" East 255.42 feet along the North-South centerline of said Section 15 and South 75°25'37" East 772.40 feet to the TRUE POINT OF BEGINNING, from the South Quarter Corner of said Section 15, and running thence South 75°25'37" East 375.11 feet; thence North 16°36'20" East 380.67 feet to the South Right-of-Way of Loveland Lane; thence South 75°13'17" East 100.82 feet along said South Right-of-Way to an existing fence line; thence the following 5 courses along said fence line: (1) South 25°18'30" West 84.67 feet; (2) thence South 16°36'20" West 320.19 feet; (3) thence South 15°13'29" West 354.75 feet; (4) thence South 16°27'14" West 476.03 feet; (5) thence North 75°32'26" West 472.97 feet; thence North

LETTER OF AUTHORIZATION

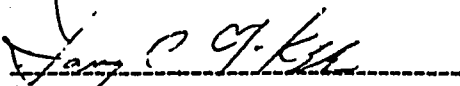
The members of Lake Vista Properties, L.L.C. met on 7/23/97 and determined and attest that Gary McKee has the authorization to sign any and all documents for and in behalf of Lake Vista Properties L.L.C. with regards to the purchase of approximately 50 acres, well site, and water rights from R. Dayle and Virginia Brown. Said property is located in Bear Lake County, Idaho in the Loveland Lane area near Fish Haven. Said members also give authorization to Gary McKee to sign any and all documents for and in behalf of Lake Vista Properties, L.L.C. in the sale of approximately 10 of these acres to mark and Joan McKinnon.



member, manager



member

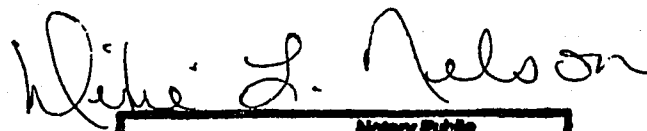


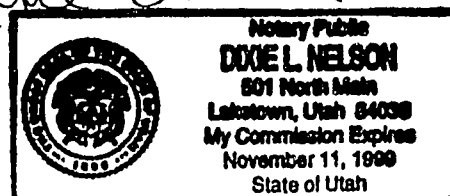
member

97 JUL 23 PM 4 58
DEPUTY FEE \$15.00

BEAR LAKE COUNTY RECORDER

167187





167182

WARRANTY DEED

R. Dayle Brown and Virginia Brown, husband and wife, GRANTORS of Montpelier, County of Bear Lake, State of Idaho, hereby CONVEYS, GRANTS AND WARRANTS TO Lake Vista Properties, L.L.C., GRANTEES, whose current address is 2126 Bear Lake Blvd., Garden City, Utah 84028, for the sum of Ten and No/00 (\$10.00) the described tract of land in Bear Lake County, State of Idaho whose legal description is set forth in Exhibit "A" which has been initialed by Grantors and is attached hereto and incorporated herein by reference.

RESERVING UNTO GRANTORS a 30 foot easement particularly described in Exhibit "B" which has been initialed by Grantors and is attached hereto and is incorporated herein by reference, said easement being reserved for the sole purpose of conveying irrigation water by ditch, pipeline, or otherwise. Such easement shall be for the additional purpose of installing, repairing, and maintaining such water conveyance system. Said easement shall be appurtenant to the property described in Exhibit "C" which has been initialed by Grantors and is attached hereto and is incorporated herein by reference.

SUBJECT TO any right, title and interest claimed by G. Mark McKinnon and Joan McKinnon in and to the property described in Exhibit "D" which has been initiated by Grantors and is attached hereto and is incorporated herein by reference.

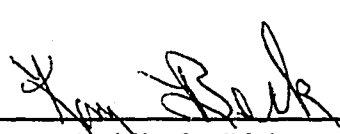
R. Dayle Brown
R. Dayle Brown

Virginia Brown
Virginia Brown

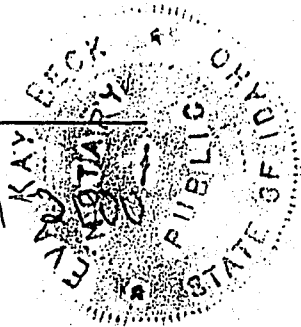
167182

STATE OF IDAHO)
 : ss.
County of Bear Lake)

On this ^{23rd} ~~10th~~ day of ^{July} ~~June~~, 1997, before me, the undersigned Notary Public,
personally appeared R. Dayle Brown and Virginia Brown, husband and wife, known or identified
to me to be the persons whose names are subscribed to the within instrument and acknowledged
to me that they executed the same.



Notary Public for Idaho
Commission expires: 12-01



167182

EXHIBIT "A"

Part of the SE 1/4, SW 1/4 and SW 1/4, SE 1/4 of Section 15 and the NE 1/4, NW 1/4 and NW 1/4, NE 1/4 of Section 22 in Township 16 South, Range 43 East, B.M., Bear Lake County, Idaho described as:

Beginning at a point on the south right-of-way line of Loveland Lane that is N 0°09'42" E 649.38 feet along the north-south center line of said Section 15 from the South 1/4 corner of said Section 15 and running thence S 76°40'28" E 11.86 feet along said south right-of-way; thence S 75°24'48" E 50.02 feet along said south right-of-way; thence S 00°09'42" W 394.22 feet; thence S 75°25'37" E 1085.55 feet thence N 16°36'20" E 380.67 feet to said south right-of-way; thence S 75°13'17" E 100.82 feet along said south right-of-way to an existing fence line; thence along said existing fence line the following (8) eight courses (1) S 25°18'30" W 84.67 feet; thence (2) S 16°36'20" W 320.19 feet; thence (3) S 15°13'29" W 354.75 feet; thence (4) S 16°27'14" W 476.03 feet; thence (5) N 75°32'26" W 780.18 feet; thence (6) N 79°41'23" W 155.08 feet; thence (7) N 76°23'25" W 1099.10 feet; thence N 74°58'58" W 320.02 feet to the west line of said NE 1/4, NW 1/4 of said Section 22; thence N 00°02'01" W 310.67 feet along said west line to the NW corner of said NE 1/4, NW 1/4; thence N 00°06'21" E 604.75 feet along the west line of said SE 1/4, SW 1/4 of said Section 15; thence S 74°54'21" E 966.13 feet along an existing fence line; thence S 76°10'42" E 402.12 feet to the north-south center line of said Section 15; thence N 00°09'42" E 393.96 feet along said center line to the point of beginning.

R. B. B.

167182

EXHIBIT "B"

30 Foot Irrigation Easement

Part of the South Half of Section 15, Township 16 South, Range 43 East, B.M., Bear Lake County, Idaho described as:

Beginning at a point that is N 89°55'40" E 1323.67 feet along the south line of said Section 15 to the south west corner of the SE 1/4, SW 1/4 and N 00°06'21" E 573.69 feet along the west line of said SE 1/4, SW 1/4 from the south west corner of said Section 15; thence N 00°06'21" E 31.06 feet along said west line; thence S 74°54'21" E 966.13 feet along an existing fence; thence S 76°10'40" E 402.12 feet along said existing fence; thence S 75°25'37" E 91.95 feet; thence S 14°34'23" W 30.00 feet; thence N 75°25'37" W 84.24 feet; thence N 76°09'51" W 409.76 feet; thence N 74°54'21" W 958.44 feet to the point of beginning.

RR VB

167182

EXHIBIT "C"

10 Acre Parcel

Part of the South East 1/4 of Section 15 and the North East 1/4 of Section 22, Township 16 South, Range 43 East, B.M., Bear Lake County, Idaho described as:

Beginning at a point that is N 00°09'42" E 255.42 feet along the north-south center line of said Section 15 and S 75°25'37" E 61.95 feet from the South 1/4 Corner of said Section 15 and running thence N 00°09'42" E 394.22 feet to the south right-of-way of Loveland Lane; thence S 75°24'48" E 870.75 feet along said south right-of-way; thence S 75°13'17" E 326.42 feet along said south right-of-way; thence S 16°36'20" W 380.67 feet; thence N 75°25'37" W 1085.55 feet to the point of beginning.

RAM V.B.

EXHIBIT "D"

Part of the NE 1/4, NW 1/4 and the NW 1/4, NE 1/4 of Section 22, Township 16 South, Range 43 East, B.M., Bear Lake County, Idaho described as:

Beginning at a point on the West line of said NE 1/4, NW 1/4 that is N 89°55'40" E 1323.67 feet along the Section line and S 0°02'01" E 275.43 feet from the NW corner of said Section 22 and running thence S 75°36'41" E 1366.68 feet; thence N 0°01'46" W 29.64 feet; thence S 75°36'41" E 976.80 feet; thence N 16°13'19" E 475.20 feet; thence S 75°36'41" E 29.09 feet to an existing fence line thence S 15°39'29" W 40.58 feet along existing fence; thence S 16°27'14" W 476.03 feet along existing fence line; thence N 75°32'26" W 780.18 feet along existing fence line; thence N 79°41'23" W 155.08 feet along said fence; thence N 76°23'25" W 1099.10 feet along said fence; thence N 74°58'58" W 320.02 feet to said West line of said NE 1/4, NW 1/4; thence N 0°02'01" W 35.24 feet along said West line to the point of beginning.

R.R. V. B.

97 JUL 23 PM 4 51
Judy Sage
DEPUTY FEE \$18.00

BEAR LAKE COUNTY RECORDER
JOHN P. EDGEM

167182

REAL ESTATE SALES AGREEMENT

THIS AGREEMENT made and entered into as of this 10th day of June, 1997,
by and between R. Dayle Brown and Virginia Brown, husband and wife, of Montpelier, Idaho,
hereinafter referred to as "Seller", and Lake Vista Properties, L.L.C., a Utah Limited Liability
Company, of Garden City, Utah, hereinafter referred to as "Buyer."

FOR AND IN CONSIDERATION of the mutual covenants and agreements herein
contained, to be kept and performed by the parties hereto, IT IS MUTUALLY AGREED AS
FOLLOWS:

1. COVENANTS TO BUY AND SELL -- DESCRIPTION OF PREMISES:

Buyer covenants and agrees to purchase from Seller, and Seller agrees to sell
and convey to the Buyer by good and sufficient Warranty Deed, free and clear of all liens and
encumbrances, excepting any lien or encumbrance of which this agreement is expressly made
subject, and excepting any and all easements, covenants and right-of-way or record, that real
property located in Bear Lake County, State of Idaho, and more particularly described in Exhibits
"A", "B" and "C" attached hereto and by reference incorporated herein as though fully set forth
herein.

2. PRICE AND PAYMENT:

It is agreed by and between the parties that the purchase price of the property
herein described as being sold by the Seller to the Buyer and being purchased from the Seller by
the Buyer is the sum of Two Hundred ^{Eleven Thousand} ~~Two Hundred~~ ^{360.00} ~~Thousand~~ Dollars (~~\$210,000.00~~), together with

interest on that part of the purchase price remaining from time to time unpaid at the rate of Seven Percent (7.0%) per annum from the date of closing, which is payable as follows:

a. A down payment in the amount of Seventy-Five Thousand Dollars (\$75,000.00) which sum is due and payable at the time of closing. Seller acknowledges that Buyer heretofore pay to Seller the sum of One Thousand Dollars (\$1,000.00) as earnest money and that said sum is hereby applied to the above-said down payment.

b. The sum of One Hundred Thirty-Five Dollars (\$135,000.00) hereinafter referred to as the deferred balance of the purchase price at the times and in the manner as follows: Payments in the sum of Thirty-Two Thousand Nine Hundred Twenty-Five and 24/100 Dollars (\$32,925.24) commencing on the ^{1st day of February 1998} ~~10th day of June, 1998~~, and continuing thereafter on the same day of each succeeding year, to and including ^{February 00} ~~June 10, 2002~~, on which said date principal and interest shall be fully paid.

c. Each annual payment on the deferred balance of the purchase price shall be applied first to the interest accrued to date of payment and secondly, to the principal.

d. This contract in its entirety shall constitute the promissory note of Buyers which promissory note shall be secured by a good and sufficient mortgage, which said mortgage has been read by the parties who hereby accept and approve the same as to form and substance.

e. This contract shall not be merged into the deed at time of closing but shall survive closing, and its terms and conditions shall continue to be binding on the parties and strictly enforceable by them.

f. The closing shall be held at First Idaho Title Company, Montpelier, Idaho on or before ^{July 23 1998} ~~June 10, 1997~~.

3. PREPAYMENT PRIVILEGES:

a. Prepayments are prohibited during the calendar year 1997. During the balance of the term of their contract, Buyer shall not have the right to pay any amount upon the purchase price in excess of two (2) times the annual installment payment amount. Notwithstanding the foregoing limitation upon the prepayment privilege, payments made upon the deferred purchase price from the proceeds of insurance or condemnation proceedings as required under the terms of this Contract shall not be limited or prohibited by this limitation of the Buyer's right to make prepayments. Beginning in the year 2002, Buyer shall have the right to prepay all or any part of the deferred balance of the purchase price at any time without limitation and without incurring any prepayment penalty.

b. Notwithstanding the foregoing limitations on prepayment, Buyer shall have the right to prepay in excess of the amounts stated in paragraph a. above on the condition that Buyer shall simultaneously pay to Seller Seller's estimated increase in tax liability attributable to such prepayment, for the tax year in which such prepayment be made.

c. Prepayments made shall be applied to the deferred balance in the reverse order of maturity and shall not abate or excuse payments of the annual payments required under the terms of this contract.

4. TAXES AND ASSESSMENTS:

Taxes and assessments levied upon the real property described in this Contract shall be prorated between the parties from the date of closing. Seller shall pay all taxes and assessments levied upon the real and personal property described Exhibits A, B and C for the

time prior to and including said date, and Buyer shall pay all such taxes levied upon said property for the time after said date before the same becomes delinquent. In the event that Buyer is allowed a credit at the closing of this transaction upon the purchase price for Seller's proportionate share of said taxes and assessments for the current year, then in that event Buyer shall be liable for payment of all said taxes and assessments for the current year and Buyer shall pay the same upon receipt of the tax notice and before they become delinquent. Receipts for all taxes and assessments paid shall be promptly filed with the escrow holder named in this Contract.

The parties acknowledge that they have been informed and understand that the proration of taxes is based on the taxes for the previous year because the actual amount of taxes levied for the current year upon the property described in this Contract is unknown. In the event that the amount of the taxes levied for the current year (excluding taxes levied upon or attributable to improvements made by Buyer upon the property) is more or less than the previous year's taxes, then in that event the parties shall adjust and pay the prorate of taxes between themselves in accordance with and based upon the actual taxes levied upon the property for the current year, and the party owing the amount of said adjustment shall pay said sum directly to the other party within thirty (30) days from the date the tax notice is issued by the county treasurer.

5. POSSESSION:

The Buyer shall be entitled to possession of the premises on the date of closing. Seller shall have the right to inspect the premises from time to time at reasonable times and at reasonable intervals.

6. MAINTAIN IMPROVEMENTS:

The Buyer shall, during the use and occupancy of said premises under the terms of this Contract, maintain all fences, buildings and improvements, if any, now on said premises or erected or constructed by the Buyer during the existence of this Contract in a good condition of repair and will not commit or suffer waste upon said property.

7. IMPROVEMENTS AND LIENS ON PROPERTY:

The Buyer may make improvements on the property provided that such improvements do not diminish the fair market value thereof.

The Buyer further agrees that no liens or encumbrances will be filed against any part of the herein-described premises; PROVIDED HOWEVER, that should any lien be filed which the Buyer deems invalid either in whole or in part, the Buyer shall have a right to diligently litigate and obtain judicial determination regarding the validity or extent of such lien and should such proceeding be resolved against the Buyer, then the Buyer shall immediately satisfy and discharge the same. In this regard, the Buyer shall prosecute or defend such litigation at its own cost and expense on behalf of all parties to this agreement.

8. INDEMNIFICATION:

Buyer agrees to indemnify Seller against any and all liability arising out of any injuries to person or property sustained by Buyer, Buyer's guests or business invitees, or any other person on the premises.

9. WARRANTIES AND DISCLAIMER:

BUYER ACKNOWLEDGES AND AGREES THAT HE HAS BEEN INFORMED AND UNDERSTANDS THAT SELLER MAKES NO WARRANTIES,

EXPRESS OR IMPLIED, TO BUYER, EXCEPT AS TO TITLE AS CONTAINED IN THE TITLE CLAUSE IN THIS CONTRACT.

Buyer further acknowledges that Seller and Seller's agents have made no representations of any material fact concerning the real property described in this Contract; that Buyer has had adequate opportunity to inspect and investigate the said property; that Buyer has made a thorough independent examination and inspection of the said property and is relying solely upon his own examination and inspection thereof; and, that Buyer is acquiring the property "as is." Buyer further acknowledges that Seller has made no representations or warranties as to whether or not the boundary lines of said property are accurate, nor any representation as to the number of acres or the number of square feet or frontage contained in the legal description of the property described in this Contract. Buyer acknowledges further that the property described in this Contract has been surveyed and has been provided a copy of said survey and that Seller is not responsible or liable for any errors or inaccuracies in said survey. Buyer has been provided with a legal description of the property which is the same description as that used in this Contract. Buyer has had adequate opportunity to examine and inspect the boundaries of the said property and has made his own determination as to acreage, square footage, and/or frontage, and whether the fence lines and boundaries are accurate and is purchasing the said property in reliance upon his own determination thereof and regardless whether or not said fence lines and boundaries are accurate.

10. SELLER MAY PAY ITEMS:

In case the Buyer shall fail to pay any taxes, assessments, or any obligation of Buyer that is a lien on said property, whether or not such lien is recorded, that may become due on said property herein described, then Seller may, at Seller's option, without waiving any default hereunder, pay any such taxes, assessments, or liens that may not have been paid, and upon the filing of the receipts showing such payment to have been made by the said Seller with the escrow holder hereinafter named, such sum or sums so paid by the said Seller shall become a part of the principal sum due hereunder and shall be immediately due and payable to the Seller with interest thereon from the date paid by the Seller at the rate of Seven Percent (7.0%) per annum.

11. SALE OR ASSIGNMENT:

The property hereinabove described and this Contract and the rights of the Buyer hereunder may be sold or assigned by Buyer only after the express written consent of the Seller is first had and obtained. Said consent shall not be withheld by Seller upon Buyer providing verified information demonstrating that the proposed purchaser or assignee has the financial ability to comply with all the terms and conditions of this agreement. Nothing herein shall prevent Buyer from pledging or hypothecating said property to secure financing for the purpose of developing the property as a residential subdivision.

Should this covenant prohibiting sale or assignment without consent ever be adjudged unenforceable by a court of competent jurisdiction, then any such sale or assignment without consent as aforesaid, at the option of the Seller, shall operate to accelerate payment of the balance of all sums then due under this Contract, and in such event, said balances then unpaid, including the then principal balance and all accrued interest, shall become immediately

due and payable upon the giving of notice by the Seller to the Buyer and to the escrow holder hereinafter named, of Seller's election to declare the same so due and payable, anything to the contrary in this Contract notwithstanding. Such consent may, however, at the option of the Seller, be conditioned upon Buyer first paying to Seller the entire balance of principal and accrued interest remaining due and owing hereunder. The prohibition contained herein shall not apply to any parcel released from the mortgage pursuant to paragraph 17 of this contract.

12. TITLE INSURANCE:

Seller shall furnish to the Buyer at least fifteen (15) days prior to the date of closing, a preliminary report or commitment for the purpose of issuance of a title insurance policy insuring title to said premises for conveyance to the Buyer in the amount of the total purchase price set forth in this agreement. If such preliminary report shall not commit such title insurance company to insure title to said premises without exception, excepting those set forth in this agreement, and standard exceptions of such title insurance company, then the Buyer shall, in writing, set forth the particulars wherein such preliminary report shall not commit such title insurance company to so insure title and Seller upon receiving such notice shall diligently undertake and consummate such acts and proceedings to cause title insurance to be issued insuring such title as herein set forth, such proceedings to be completed prior to closing. Title defects not specified in such notice will be deemed to have been waived by the Buyer and the title insurance policy shall be furnished within twenty (20) days date of closing.

13. ESCROW:

First Idaho Title Company, of Montpelier, Idaho, shall be and is hereby designated as the escrow holder under the terms and provisions of this agreement. This

agreement is supplemented by the Escrow Agreement executed simultaneously herewith, which shall constitute directions and instructions to such escrow holder with respect to such escrow and shall define and prescribe the obligations of such escrow holder. The said deferred balance of the purchase price and the interest thereon shall be paid by the Buyers to such escrow holder to the credit of the Seller. The initial and subsequent escrow fees shall be paid one-half by each Seller and Buyer. The annual payments provided for in paragraph 2 herein shall be increased by an amount necessary to pay the escrow fees to be paid by Buyer.

In the event the Buyer shall default in the payment of any taxes by the Buyer to be paid under the terms hereof, then the Seller shall have the right, privilege and option to make any or every such payment which shall be in default and to add the amount thereof to the purchase price, and each such payment which shall be paid by the Seller shall be repaid to the Seller by the Buyer on demand and shall bear interest at the rate of Seven Percent (7.0%) per annum from the time of the payment thereof by the Seller until repaid by the Buyer, and the receipt for the payment thereof by the Seller shall be deposited with the said escrow holder and by it added to the deferred balance of the purchase price.

14. DOCUMENTS OF CONVEYANCE:

At the time of closing the Seller shall execute and deliver to Buyer the following documents:

1. Warranty Deed - Seller shall execute and deliver to Buyer a warranty deed conveying to Buyer the real property described in Exhibit A, which deed the parties acknowledge they have read and hereby accept and approve as to form and substance.

2. Warranty Deeds for Road and Well - Seller shall execute and deliver to Buyer two warranty deeds conveying to Buyer the property described in Exhibits "B" (well site) and "C" (road site), which two deeds the parties acknowledge they have read and hereby accept and approve as to form and substance.

45 RFB VB SM NT
3. Water Rights - Seller shall execute all documents necessary to transfer to Buyer ~~47~~ 1/2 shares of water in the Upper South Ditch of Fish Haven Water Users Association. Seller shall retain ownership of their remaining shares. It is understood that the certificates representing such water rights shall be placed with escrow holder and shall be delivered to Buyer simultaneously with the release or partial releases of the mortgage to be executed by Buyer for the benefit of Seller. The periodical release and transfer of water certificates and/or shares from escrow shall be in proportion to the total number of water shares being sold by Seller to Buyer to the total number of acres being sold and described in Exhibit A.

In the event of Seller's foreclosure of the mortgage, escrow holder shall redeliver to Seller all undistributed water certificates and shares still held by it in escrow.

4. Well Agreement - The parties shall execute a Well Agreement which shall be referred to in the warranty deed for the aforesaid well and which agreement the parties acknowledge they have heretofore read and hereby accept and approve the same as to form and substance.

5. Mortgage - Buyer shall execute and deliver to Seller a good and sufficient mortgage which shall describe the real property being purchased by Buyer as set forth in Exhibit A, and also the properties described in Exhibits "B" and "C". Said mortgage shall be executed to secure not only Buyer's obligation to pay the purchase price together with interest, but also to

secure Buyer's performance of all the terms and conditions as contained in this contract and the mortgage instrument.

It is understood and agreed that if Seller forecloses on such mortgage that the purchaser at the sheriff's sale shall take such well subject to the rights therein owned and previously obtained by the then owners of the parcels that were from time to time released from the mortgage prior to the foreclosure.

15. DEFAULT:

Time and punctuality of payments are of the essence and a material part of this Contract; and in the event Buyer shall default in the performance of the terms of this agreement, Seller may elect to:

- a. Foreclose on the mortgage.
- b. Bring suit to establish the balance owing hereunder as a debt due by Buyer to Seller.
- c. To pursue any other remedy in law or equity to enforce the performance of this Contract, or to recover damages for breach thereof.
- d. If any of said annual installments are not paid when due, or if Buyer is in default under any of the terms and conditions of this agreement, Seller shall notify buyer in writing of said late payment or default. Buyer shall have 30 days from the date such written notice is served on Buyer to bring payments current or to cure the default. If Buyer fails to bring payments current or cure the default, the whole of said principal sum and interest may be accelerated and become immediately due and collectible at the option of Seller and Seller may exercise any of the options enumerated above. Service of the default notice shall be deemed

effected upon deposit of the same in the U.S. Mail postage prepaid and addressed to Buyer or any of its members at 2126 Bear Lake Blvd., Garden City, Utah 84028.

In the event it becomes necessary for either of the parties hereto to place this agreement in the hands of an attorney for enforcement of their rights hereunder, then the defaulting party agrees in such case to pay a reasonable attorney's fee incurred by the prevailing party, and shall further pay the costs of preparation of any default notice, which sum shall be added to the balance due under the terms of this agreement, and payment of which shall be necessary to cure any default specified in such notice.

16. PARTIAL RELEASES:

a. In consideration of the down payment to be made by Buyer to Seller herein, Buyer may, at such time as the subject well water use is transferred by the Department of Water Resources from agricultural to domestic, and the well is fully developed and improved and a main trunk line is installed to the boundary of Seller's 10 acre parcel, obtain from Seller a partial satisfaction to one 10 acre parcel of the land which is the subject of this agreement, exclusive of the road and well site. The roadway and well site shall be deeded to Buyer free and clear of all liens and encumbrances at the time of closing.

b. From and after January 1, 1998, Seller shall forthwith execute and deliver to Buyer a partial satisfaction and release of mortgage to one five (5) acre parcel for each \$25,000.00 reduction of the deferred principal balance.

c. The selection and description of the initial 10 acres referred to in paragraph a. above, and such five (5) acre parcels referred to in paragraph b. above, shall be at the discretion of the Buyer so long as the said parcels are logically and reasonably configured

consistent with Buyer's planned development of the property as a residential and summer home subdivision.

d. Buyer shall be solely responsible for all survey, document preparation, and other costs in any way caused by or related to such partial releases.

17. PARTIAL INVALIDITY:

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

18. FINAL EXPRESSION:

This agreement shall supersede any and all other agreements, written or oral, between the parties concerning the matter hereof, and no modification hereof shall be valid unless in writing executed by all parties hereto.

19. CAPTIONS TO PARAGRAPHS:

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

20. BINDING AGREEMENT:

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

21. CLOSING COSTS AND ATTORNEY FEES:

a. The parties acknowledge that this Contract and other documents were prepared by the attorney for Sellers, Jay A. Kohler, and the Buyer agrees to reimburse Seller for one-half (½) of the attorney's fees in connection therewith. The parties acknowledge that said attorney does not represent Buyer. Buyer's obligation of reimbursement shall not exceed \$500.00.

b. The parties further acknowledge that Buyer's plan to have this Agreement and related documents reviewed by its attorney, and Seller agrees to reimburse Buyer for one-half (½) of said attorney's fees.

c. Closing costs, except for title insurance which shall be paid by Seller, shall be shared equally.

22. MISCELLANEOUS PROVISIONS:

a. Any electrical power supply lines located on the subject property shall be by underground and no above ground power poles or lines shall be erected or installed.

b. The parties acknowledge that there currently exists a naturally spring fed pond on the property described in Exhibit "A" which is located approximately in the center of and on the north side of said property. Buyer hereby grants to Seller, and his successors, heirs and assigns, a perpetual irrevocable license to have access to and recreational use of said pond to the same extent as Buyers and their successors, and assigns. Sellers shall not be assessed any fee for the improvement, maintenance or Sellers's use of said pond.

c. Each of the parties shall pay one-half (½) of the costs of survey incurred in connection with identifying, surveying and staking the 10 acre parcel being retained by Seller

and the road way and well property being conveyed to Buyer, provided, however, Buyer's one-half (½) share shall not exceed \$400.00.

d. This contract shall not be recorded with the county recorder except by mutual consent of the parties and without such consent only if a party reasonably deems it necessary to protect its interest.

e. The parties acknowledge that Buyer's primary interest in purchasing the subject property is the existing water well. The parties further acknowledge that the existing license is for agricultural use only and that Buyer's desire to purchase the property only if the use can be transferred to domestic. The parties further acknowledge that they enter into this contract with an expectation that the Department of Water Resources will grant an application of change of use from agricultural to domestic. Buyers hereby agree to exercise due diligence and good faith in making and pursuing the appropriate application for change of use and Sellers agree to fully cooperate in such process. In the event the application for change of use is denied and all requests for reconsideration and appeal rights are exhausted, Buyer may, at its option, rescind this agreement in its totality, in which event the following shall occur:

1. The parties shall execute all documents necessary to restore all right, title and interest in and to all the property covered by this contract to Seller, free and clear of all liens and encumbrances created by or through Buyers or its assigns.

2. The landscape and topography of the property shall be restored to its condition pre-existing this agreement.

3. Seller shall forthwith refund to Buyer the down payment paid hereunder less the following:

- i. All Seller's attorney's fees incurred in connection with this transaction or the rescission hereof.
- ii. The \$1,000.00 earnest money.
- iii. All Seller's survey costs incurred in connection with this transaction.
- iv. All costs of title searches, commitments, and other title work incurred in connection with this transaction.
- v. All Seller's closing costs incurred in connection with this transaction.
- f. This agreement shall be executed in triplicate, one to be placed with escrow holder, and one delivered to each of the parties.

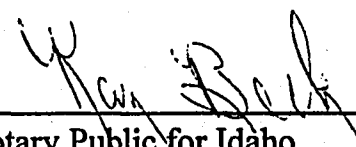
"SELLER"

R. Dayle Brown
R. Dayle Brown

Virginia Brown
Virginia Brown

STATE OF IDAHO)
 : ss.
County of Bear Lake)

On this 10th day of June, 1997, before me, the undersigned Notary Public,
personally appeared R. Dayle Brown and Virginia Brown, husband and wife, known or identified
to me to be the persons whose names are subscribed to the within instrument and acknowledged
to me that they executed the same.

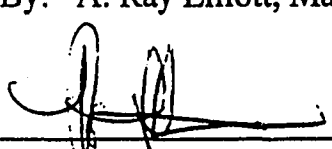


Notary Public for Idaho
Commission expires: 12 01 28 00

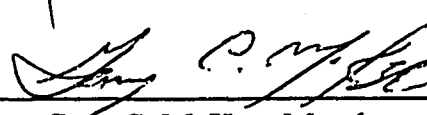
"BUYER"

Lake Vista Properties, L.L.C.

By: A. Ray Elliott, Manager



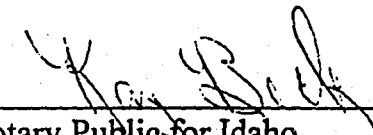
By: Norman Mecham, Member



By: Gary C. McKee, Member

STATE OF IDAHO)
 :SS.
County of Bear Lake)

On this 10th day of June, 1997, before me a Notary Public, personally appeared
Norman Mecham, Gary C. McKee and ^{KS}~~A. Ray Elliott~~, known or identified to me to be
the manager/members of the limited liability company of Lake Vista Properties, L.L.C., and the
manager/members who subscribed said limited liability company name to the foregoing
instrument, and acknowledged to me that they executed the same in said limited liability
company name.



Notary Public for Idaho

Commission Expires: 12-31-2000

EXHIBIT "A"

Part of the SE 1/4, SW 1/4 and SW 1/4, SE 1/4 of Section 15 and the NE 1/4, NW 1/4 and NW 1/4, NE 1/4 of Section 22 in Township 16 South, Range 43 East, B.M., Bear Lake County, Idaho described as:

Beginning at a point on the south right-of-way line of Loveland Lane that is N 0°09'42" E 649.38 feet along the north-south center line of said Section 15 from the South 1/4 corner of said Section 15 and running thence S 76°40'28" E 11.86 feet along said south right-of-way; thence S 75°24'48" E 50.02 feet along said south right-of-way; thence S 00°09'42" W 394.22 feet; thence S 75°25'37" E 1085.55 feet thence N 16°36'20" E 380.67 feet to said south right-of-way; thence S 75°13'17" E 100.82 feet along said south right-of-way to an existing fence line; thence along said existing fence line the following (8) eight courses (1) S 25°18'30" W 84.67 feet; thence (2) S 16°36'20" W 320.19 feet; thence (3) S 15°13'29" W 354.75 feet; thence (4) S 16°27'14" W 476.03 feet; thence (5) N 75°32'26" W 780.18 feet; thence (6) N 79°41'23" W 155.08 feet; thence (7) N 76°23'25" W 1099.10 feet; thence N 74°58'58" W 320.02 feet to the west line of said NE 1/4, NW 1/4 of said Section 22; thence N 00°02'01" W 310.67 feet along said west line to the NW corner of said NE 1/4, NW 1/4; thence N 00°06'21" E 604.75 feet along the west line of said SE 1/4, SW 1/4 of said Section 15; thence S 74°54'21" E 966.13 feet along an existing fence line; thence S 76°10'42" E 402.12 feet to the north-south center line of said Section 15; thence N 00°09'42" E 393.96 feet along said center line to the point of beginning.

EXHIBIT "B"
10 Acre Parcel

Part of the South East 1/4 of Section 15 and the North East 1/4 of Section 22, Township 16 South, Range 43 East, B.M., Bear Lake County, Idaho described as:

Beginning at a point that is N 00°09'42" E 255.42 feet along the north-south center line of said Section 15 and S 75°25'37" E 61.95 feet from the South 1/4 Corner of said Section 15 and running thence N 00°09'42" E 394.22 feet to the south right-of-way of Loveland Lane; thence S 75°24'48" E 870.75 feet along said south right-of-way; thence S 75°13'17" E 326.42 feet along said south right-of-way; thence S 16°36'20" W 380.67 feet; thence N 75°25'37" W 1085.55 feet to the point of beginning.

RAB.

V. B.

Jan 17

EXHIBIT "B"

50 Foot Circular Well Site

Part of the South East 1/4 of Section 15, Township 16 South, Range 43 East, B.M., Bear Lake County, Idaho described as:

Beginning at a point which is an existing well that is N 00°09'42" E 526.92 feet along the north south centerline of said Section 15 and S 89°50'18" E 64.36 feet from the South 1/4 Corner of said Section 15; said easement has a 50 foot radius measured in any direction from the center of said existing well and contains 7853.98 square feet.

EXHIBIT "C"

Road Site

Part of the South East 1/4 of Section 15 Township 16 South, Range 43 East B.M., near
Lake County, Idaho Described as:

Beginning at a point that is N 00°09'42" E 255.42 feet along the North South center line of
said section 15 from the South 1/4 corner of said Section 15 and running thence N 00°09'42"
E 393.96 feet to the southerly right of way of Loveland Lane; thence S 76°40'28"E 11.86
feet along said south right of way; thence S 75°24'48"E 50.02 feet along said right of way;
thence S 00°09'42"W 394.22 feet, thence N 75°27'37" W 61.95 feet to the point of
beginning

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT

TRANSFER NO. 5134
WATER RIGHT NO. 11-07021

This is to certify that: **LAKE VISTA PROPERTIES LLC**
2126 S BEAR LAKE BLVD
GARDEN CITY UT 84028

has requested a change to the above captioned water right(s). This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code, provided the conditions listed below are met.

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	04/15 to 10/15	* 0.42 CFS	73.5 AF

SOURCE

GROUNDWATER

Priority: 06/21/1971

LOCATION OF POINT(S) OF DIVERSION:

SESW , Sec. 15, Township 16S, Range 43E
BEAR LAKE County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
16S	43E	15	SWSW 4	SESW 11	SWSE 3	18
		22	NWNE 3			3

Total number of acres irrigated: * 21

CONDITIONS OF APPROVAL AND REMARKS

1. A measuring device of a type approved by this Department shall be maintained as a part of the diverting works.
2. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
3. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
4. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

PAGE 2

TRANSFER NO. 5134
WATER RIGHT NO. 11-07021

CONDITIONS OF APPROVAL AND REMARKS

- * 5. The right holder shall cease irrigation of 12 acres, diversion of 0.03 cfs and 25.5 afa of water previously authorized under this right, consolidating the remaining 0.42 cfs and 73.5 afa of water on the 21 acres described above.
- 6. Approval of Transfer 5134 does not grant any right-of-way or easement for use of a delivery system owned by person(s) other than the right owner.

Dated this 17th day of December, 1997.

J. Glen Saxton
Chief, Water Allocation Bureau

D
W
R



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Idaho Falls, Idaho 83402-1718 - (208) 525-7161 - Fax (208) 525-7177

EASTERN REGION

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

September 8, 1997

LAKE VISTA PROPERTIES LLC
2126 S BEAR LAKE BLVD
GARDEN CITY UT 84028

RE: Notice of Application for Transfer No. 5134

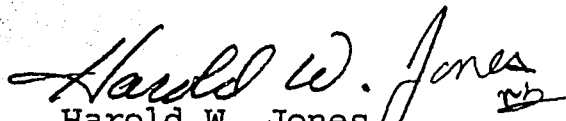
Dear Applicant:

This office is currently in the process of advertising the application in the Montpelier News Examiner on Sept. 18 & 25, 1997. The advertisement will be published once a week for two consecutive weeks, and a period of ten days following the second publication will be allowed for the submittal of protests.

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

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

Sincerely,


Harold W. Jones
Water Right Supervisor

HWJ/rb

NOTICE OF PROPOSED CHANGE OF A WATER RIGHT
NO. 5134

Notice is hereby given that Lake Vista Properties LLC, 2126 S Bear Lake Blvd., Garden City, UT 84028, has applied to the Department of Water Resources to change place of use of the waters of a groundwater source. The right sought to be changed is evidenced by a license and recorded as follows:

No.: 11-07021 Source: groundwater
Amount: 0.45 cfs Priority: 06/21/1971
Point(s) of Diversion: SESW, Sec. 15, Township 16S, Range 43E,
Bear Lake County

The water is used for irrigation of 33 acres from 04/15 to 10/15 within the SWSW SESW SWSE SEC 15, NWNE SEC 22 TWN 16S RGE 43E, B.M.

TO BE CHANGED AS FOLLOWS:

The applicant intends to reduce the irrigated acres to 21 and the cfs to 0.42. This same well used for irrigation will also be the point of diversion for pending applicaitons 11-07435 and 11-07436. The reduction in acres is intended to be used as mitigation for the two applicaitons listed above.

Any protests against approval of the proposed change must be filed with the Idaho Department of Water Resources, 900 N. Skyline Dr., Idaho Falls, ID, 83402, together with a protest fee of \$25 on or before October 6, 1997. The protestant must also send a copy of the protest to the applicant.

KARL J. DREHER
Director

Published in the Montpelier News Examiner on Sept. 18 & 25, 1997.

INTER-DEPARTMENT MEMO

TO: Lake Vista Transfer

SUBJECT: Advat. Language

FROM: H. W. Jones

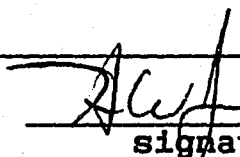
DATE: 9-4-97

To be changed as follows: The applicant intends to
reduce the irrigated acres to 21~~2~~ and the cfs to
0.42 cfs.

This same well used for irrigation will also be the
point of diversion for pending application 11-07435 & 11-07436.
The reduction in acres is intended to be used as mitigation
for the two applications listed above.

☒ For your information

☐ Response required


 signature

No 5447

AFFIDAVIT OF PUBLICATION

STATE OF IDAHO,

County of Bear Lake

ss.

Rosa A. Mossman

being duly sworn,

deposes and says:

That he is the Editor of THE NEWS-EXAMINER, a weekly newspaper published at Montpelier, in the County of Bear Lake and State of Idaho; and said paper has been and is in general circulation in the county aforesaid, and in the vicinity of Montpelier; that the advertisement, a copy of which is attached hereto, was published in said newspaper once a week for 2 consecutive weeks in the regular and entire issue of said paper during the period and time of publication, and was published in the newspaper proper and not a supplement; that said paper has been established and regularly published for more than seventy-eight consecutive weeks prior to the date of first publication of said advertisement.

Such notice was published in the issue beginning with

September 17, 1997, and ending

with the issue of September 24, 1997

Rosa A. Mossman

Fees, \$72.21

Subscribed and sworn to before me this 25th day

of September, 1997

Derry Brown

Notary Public, Residing at Montpelier, Idaho

My Commission Expires August 28, 2003

NOTICE OF PROPOSED CHANGE OF A WATER RIGHT NO. 5134

Notice is hereby given that Lake Vista Properties LLC, 2126 S Bear Lake Blvd., Garden City, UT 84028, has applied to the Department of Water Resources to change place of use of the waters of a groundwater source. The right sought to be changed is evidenced by a license and recorded as follows:

No.: 11-07021; Source: groundwater; Amount: 0.45 cfs; Priority: 06/21/1971; Point(s) of Diversion: SESW, Sec. 15, Township 16S, Range 43E, Bear Lake County.

The water is used for irrigation of 33 acres from 04/15 to 10/15 within the SWSW SESW SWSE SEC 15, NWNW SEC 22 (TWN) 16S RGE 43E, B.M.

TO BE CHANGED AS FOLLOWS:

The applicant intends to reduce the irrigated acres to 21 and the cfs to 0.42. This same well used for irrigation will also be the point of diversion for pending applications 11-07435 and 11-07436. The reduction in acres is intended to be used as mitigation for the two applications listed above.

Any protests against approval

of the proposed change must be filed with the Idaho Department of Water Resources, 900 N. Skyline Dr., Idaho Falls, ID 83402, together with a protest fee of \$25 on or before October 6, 1997. The protestant must also send a copy of the protest to the applicant.

KARL J. DREHER

Director

Legal No. 5447 — Publish Sept. 17 and 24, 1997.

MEMORANDUM

TO: FILE 11-07021
FROM: PAM SKAGGS/^PSTATE OFFICE
SUBJECT: TRANSFER 5134
DATE: November 20, 1997

OK *[Signature]*

=====

Transfer 5134 changes the place of use under Right No. 11-07021, reducing the place of use by 12 acres, the rate of diversion to 0.02 cfs per acre or 0.42 cfs, and the diversion volume to 3.5 afa per acre or 73.5 afa, on the remaining 21 irrigated acres.

The applicant wants to use this same irrigation well for two new domestic use developments described under protested applications 11-07435 and 11-07436. This transfer is an effort to provide mitigation for the new domestic uses.

Overlap review found statutory claim 11-04022 from Fish Haven Creek for irrigation of the same land. Right 11-07021 was originally proposed for acres covered by shares under the claim. During development of the groundwater right additional acres were acquired and the shares were shifted to this new ground. When licensed, the examiner clearly identified the separate surface and groundwater acres and found no overlaps.

Diversion volume was adjusted to current standards. Recommended conditions include reduction of acres, rate & vol, right-of-way, measuring device, irrigation overlap and standard transfer conditions.

Responding to Preliminary Orders Issued by the Idaho Department of Water Resources

The Idaho Department of Water Resources (Department) issues water right permits, licenses, and transfers as preliminary orders pursuant to section 67-5243, Idaho Code. A preliminary order can and will become a final order without further action of the department unless a party petitions for reconsideration or files an exception and/or brief as further described below:

PETITION FOR RECONSIDERATION

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

EXCEPTIONS AND BRIEFS

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

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

ORAL ARGUMENT

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

CERTIFICATE OF SERVICE

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

FINAL ORDER

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

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

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

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

APPEAL OF FINAL ORDER TO DISTRICT COURT

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

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

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



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

December 19, 1997

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

LAKE VISTA PROPERTIES LLC
2126 S BEAR LAKE BLVD
GARDEN CITY UT 84028

RE: Water Right 11-07021 (Transfer 5134)

Dear Water Rights Holder(s):

Enclosed is a copy of your approved Transfer of Water Right for the above referenced water right (Transfer 5134). Please be sure to thoroughly read the Conditions and Remarks listed on the transfer. Also, please be advised that the accompanying transfer approval should be considered and treated as a preliminary order of the department issued pursuant to section 67-5243, Idaho Code. Enclosed are instructions for responding to Preliminary Orders if you are in disagreement with the approved transfer.

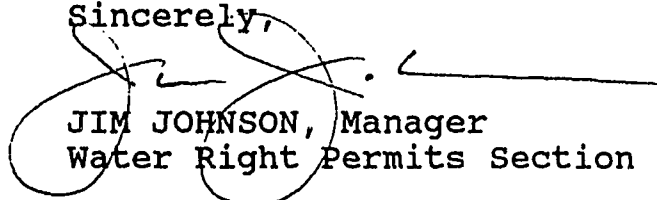
As of July 1, 1996, all water right owners are required to report any change in water right ownership and any change of mailing address to the department.

If you have acquired any other water right or have changed your mailing address **PRIOR TO** July 1, 1996, you have until July 30, 1998, to record the ownership and/or address change with the department.

If you acquired other water rights or changed your mailing address **AFTER** July 1, 1996, you must notify the department within 120 days of the change.

Failure to report these changes in a timely manner could result in a \$100 late filing fee. You can contact any office of the department for more information. If you have any questions concerning your water right listed above you can contact me at (208) 327-7947.

Sincerely,


JIM JOHNSON, Manager
Water Right Permits Section

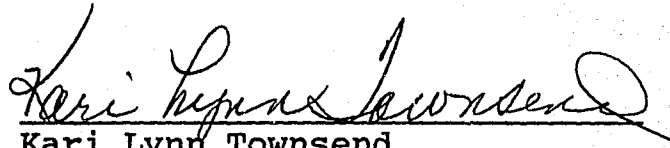
JJ:klt
Enclosures

CERTIFICATE OF MAILING

I hereby certify that on the 19th day of December, 1997, I mailed a true and correct copy, postage prepaid, of the foregoing **TRANSFER APPROVAL** to the person(s) listed below:

WATER RIGHT 11-07021 (Transfer 5134)

LAKE VISTA PROPERTIES LLC
2126 S BEAR LAKE BLVD
GARDEN CITY UT 84028


Kari Lynn Townsend
Secretary