

APPLICATION FOR PERMIT To Appropriate the Subterranean Waters of The State of Idaho

Application No. G- 32557
Permit No. G- 24749
District No.

1. Name of Applicant: STEPHEN L. SMITH
Postoffice address: Malad City County: Oneida State: Idaho
2. Quantity of water claimed:
 - (a) Rate of withdrawal in cubic feet per second. 3.2 or Idaho
Miners' inches 160 or gallons per minute.
 - (b) Annual withdrawal in acre feet per annum
3. Source of water supply: Deep well (subterranean flow)
4. Location of point of diversion or well is in the NW 1/4 of the NE 1/4 of Section 8
Twp. 15 S. , Rge. 33 E. , B.M., County of Oneida
5. Water is to be used for: Irrigation
6. If for municipal, industrial or recreational purposes, give:
 - (a) Point of use of water is in the 1/4 of the 1/4 of Section , Twp.
Rge. , B.M.
 - (b) Waste water or sewage effluent is to be returned to
at a point in the 1/4 of the 1/4 of Section , Twp. , Rge. , B.M.
7. Kind of works: Well and pump
8. Estimated cost of works: \$ 7,000.00
9. (a) Is reservoir to be used? Not at present contemplated.
(b) Capacity of reservoir:
10. The time required for the completion of such work and complete application of the water to the proposed use is Two (2) years.
11. If applicant is a corporation, give:
 - I. (a) Date and place of incorporation:
(b) Amount of capital stock: \$ (c) Amount paid in: \$
(d) Names and addresses of directors:
 - II. The financial resources of the applicant are (a) Cash onhand: \$
(b) Treasury stock: (c) Bonds to be issued:
(d) Other resources:
12. The land to be irrigated is described in the following tabulation:
13. Existing water rights and/or valid permits appurtenant to the lands to be irrigated are: None
 - (a) (cubic feet per second, inches or gallons per minute) of the water herein applied for is to be supplemental to the existing water rights.
 - (b) (cubic feet per second, inches or gallons per minute) is for new lands.

NAME OF APPLICANT..... Stephen L. Smith

Form No. 0

A marks	approximate location of proposed
well in	Sec. 8, Twp. 15 S. R. 30 E. in Oneida County
Idaho	

Permit Map No. 9-21719
As Approved
JUL 8 1954
MARK R. KULP
State Reclamation Engineer

SCALE: 2 inches Equal 1 Mile. Draw Plan In Ink.

20747

March 11, 1954

RE: Permit No. G-24749

Mr. Stephen L. Smith
Malad City
Idaho

Dear Mr. Smith:

We enclose permit no. G-24749 and direct your attention to the limitations and conditions as given on the fourth page under approval of the State Reclamation Engineer.

We also enclose departmental receipt No. G-456 for the \$5.75 filing fee.

Very truly yours,

MARK R. TULP
State Reclamation Engineer
By

Chief Clerk

A:hl
Enc.

G-24749

STATE OF IDAHO

DEPARTMENT OF RECLAMATION

January 1, 1956

Mr. Stephen L. Smith
Malad City
Idaho

Dear Sir:

We enclose herewith blank notice for proof of completion of works and application of water to beneficial use under your Permit No. C-2749. This notice should be filled out in duplicate and returned to this office at least 40 days before the date upon which you wish to make this proof, in order to allow time for the four weeks' publication required by law.

This proof must be submitted before a Notary Public or other officer authorized by law to administer oaths.

The date for proof, as set out in your permit, is not later than March 8, 1956.

Very truly yours,

MARK R. KULP
State Reclamation Engineer

15347219

January 17, 1956

RE: Permit No. G-24749

Mr. Stephen L. Smith
Malad
Idaho

Dear Mr. Smith:

We acknowledge receipt of notice for completion of works and beneficial use proof on Permit No. G-24749 to be made March 1, 1956, before Mr. Bill Fallis, Notary Public.

We shall send a copy of the notice to the Idaho Enterprise with instructions to publish it once a week for four weeks prior to that date and to send you the affidavit of publication together with statement of costs.

At the time set, you should appear before Mr. Fallis together with two disinterested witnesses who are familiar with the terms of the permit and the work done thereunder for the purpose of executing the enclosed depositions.

Very truly yours,

MARK R. KULP
State Reclamation Engineer
By

Roy W. Thompson
Office Manager

T:hl
Enc.

S 24749

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO

July 10, 1956

Re: Permit No. G-24749

To Stephen L. Smith

Malad City, Idaho

It appearing to the State Reclamation Engineer that the terms and conditions of Permit No. G-24749
to appropriate the Public Waters of the State of Idaho, have not been complied with as to

Completion of Works & Beneficial Use proofs were due March 8, 1956

you are hereby notified in compliance with Sec. 42-311, Idaho code that said Permit No. G-24749
is hereby held for cancellation.

You are hereby required to show cause before the State Reclamation Engineer on or before forty days from
date of this notice why said Permit should not be cancelled.

Said Permit No. G-24749 claims the use of 3.2 cubic feet per second of the
waters of Subterranean flow from a well with point of diversion located
NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 8., Twp. 15 S., Rge. 33 E., B.M., and
was approved March 8, 1954

In Witness Whereof, I have hereunto set my hand and affixed the seal of my office at Boise, Idaho, the
13th day of July, 1956

Mark R. Kulp

State Reclamation Engineer.

By _____ Assistant.

Post Office Department MAIL

OFFICIAL BUSINESS

NO.

19426

RETURN RECEIPT REQUESTED

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

(GPO)



Return to

STATE OF IDAHO
(NAME OF SENDER)

Street and Number,
or Post Office Box,

DEPARTMENT OF RECLAMATION

REGISTERED ARTICLE

BOISE, IDAHO

NO.

INSURED PARCEL

BOISE,

NO.

54749

IDAHO.

DELIVERING
EMPLOYEE

☐ Deliver ONLY to addressee

☐ Show address where delivered

Received from the Postmaster the Registered or Insured Article, the receipt of which appears on the face of this return receipt.

1

(Signature or name of addressee)

2

(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

Date of delivery 7/6/56, 1956

Form 3811
Rev. 1-54

U. S. GOVERNMENT PRINTING OFFICE 16-12421-3

Malad Idaho
July 10th 1956

Department Of Reclamation
Boise Idaho

Dear Sir.

I cant Understand why this notice of cancellation.

I have spent over \$10,000.00 completing ~~#####~~
this well & developing the water system.

At the present time the well is pumping night and day.

Early this spring I made application to your office to
prove up on this water. I sent all information required at that
time.

Yours Truly

L. L. Smith

524749

NOTICE TO ACCOMPANY THIS LETTER MUST BE MADE IN DUPLICATE

RECEIVED
JAN 16 1956

(Date) Jan, 13th 1956

Department of Reclamation

(P. O.) Malad City, Idaho,

TO THE STATE RECLAMATION ENGINEER:

Boise, Idaho

Dear Sir:

You are hereby authorized to have the attached notice published at my expense in the

Idaho Enterprise

of Malad, Idaho,

published in

the county in which the works are situated.

Stephen L. Smith

(In case of canals or other works designed to divert and carry more than 50 cubic feet of water per second, the following certificate must be signed by a well-known and competent engineer.)

I hereby certify that the facts set forth in the attached notice are true.

Engineer.

S 24749

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO

Date: January 17, 1956

RE: Permit No. G-24749

Idaho Enterprise
Malad
Idaho

Gentlemen:

Enclosed you will find notice for publication once a week for four consecutive weeks prior to March 1, 1956 the date set for proof, the expense of the publication to be paid by the applicant, Stephen L. Smith of Malad, Idaho, to whom you should furnish proof of publication on or prior to the date set for proof.

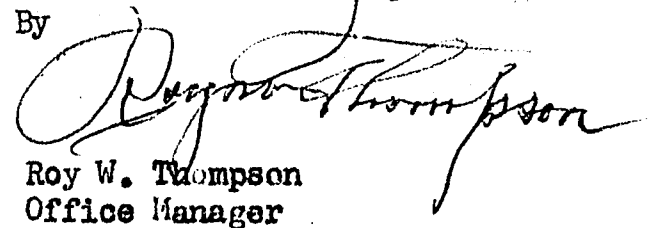
Please acknowledge receipt of this notice, and furnish this office with a copy of the first publication, in order that we may check same.

Very truly yours,

MARK R. KULP

State Reclamation Engineer

By


Roy W. Thompson
Office Manager

S-24749

NOTICE OF PROOF OF COMPLETION OF WORKS
and
APPLICATION OF WATER TO BENEFICIAL USE

Notice is hereby given that at 10:00 A. M., on the 1st
day of March, 1956, at Malad, County of
Oneida, State of Idaho, before Bill Falks, Notary Public,
proof will be submitted of the completion of works for the diversion of
3.2 cubic feet per second of the waters of deep well
and of the application to beneficial use of said water, in accordance with
the terms and conditions of Permit No. G-24749 heretofore issued by the
Department of Reclamation of the State of Idaho.

1. The name and postoffice address of the person or corporation
holding said permit are Stephen L. Smith, Malad, Idaho

2. Said works of diversion will be fully completed on the date set
for such completion, and the amount of water which said works are capable of
conveying to the place of use, in accordance with the plans accompanying the
application for such permit, is 3.2 cubic feet per second.

3. The use to which said water has been applied is irrigation, flooding
and sprinkling purposes, and the amount applied to beneficial use is
3.2 cubic feet per second.

4. The place where said water is used is NE $\frac{1}{4}$ Section 8, Township
15 South, Range 33 East, B.M., Oneida County, Idaho.

5. The date of priority which said user is prepared to establish is
March 4, 1954.

MARK R. KULP

State Reclamation Engineer

824749

RECEIVED
JAN 24 1956

Department of Reclamation

NOTICE OF PROOF OF
COMPLETION OF WORKS and
APPLICATION OF WATER
TO BENEFICIAL USE

Notice is hereby given that at 10:00 A.M. on the 1st day of March, 1956, at Malad, County of Oneida, State of Idaho, before Bill Fallis, Notary Public, proof will be submitted of the completion of works for the diversion of 3.2 cubic feet per second of the waters of deep well and of the application to beneficial use of said water, in accordance with the terms and conditions of Permit No. G-24749 heretofore issued by the Department of Reclamation of the State of Idaho.

1. The name and postoffice address of the person or corporation holding said permit are Stephen L. Smith, Malad, Idaho.

2. Said works of diversion will be fully completed on the date set for such completion, and the amount of water which said works are capable of conveying to the place of use, in accordance with the plans accompanying the application for such permit, is 3.2 cubic feet per second.

3. The use to which said water has been applied is irrigation, flooding and sprinkling purposes, and the amount applied to beneficial use is 3.2 cubic feet per second.

4. The place where said water is used is in NE $\frac{1}{4}$ Section 8, Township 15 South, Range 33 East, B.M., Oneida County, Idaho.

5. The date of priority which said user is prepared to establish is March 4, 1954.

MARK R. KULP

State Reclamation Engineer
1-26 2-16 11

Proof- This notice will be published Jan. 26, Feb. 2, 9, 16.

The Idaho Enterprise
Malad City, Idaho

G 24749

RECEIVED
 1956
 Department of Reclamation

Affidavit of Publication

State of Idaho
 County of Oneida, ss.

Sybil Stratton...being first duly sworn on
 his oath, states: That *he* is *principal Clerk*
 of the Idaho Enterprise, a newspaper of general circulation
 in Oneida County, Idaho published weekly at Malad, in
 said county, that said newspaper has been published in
 said county uninterruptedly and continuously for over
 seventy-eight consecutive weeks, prior to the first publi-
 cation of the annexed notice or advertisement:

That said Idaho Enterprise was at all of the times
 of publication of said notice a newspaper of general circula-
 tion made up of at least four pages of at least five columns
 each, printed from type matter or stereotyped forms of at
 least seventeen and three fourths inches depth, and said
 newspaper during all of the times of publication aforesaid
 had more than 200 bonafide subscribers thereto living
 within the county of Oneida in which said newspaper was
 published at regular intervals not less frequently than once
 a week.

That the annexed notice was published as per clipping
 attached in the regular and entire edition of said news-
 paper and not in any supplement thereof for *4*... successive
 weekly issues thereof the date of the first publication being
 the *26th* day of *January*... 195*6*... the date of the last
 publication being the *1st* day of *February*
 195*6*...

Sybil Stratton.....
 Subscribed and sworn to before me this *29th* day of

195*6*...
E. L. Scott

Notary Public, residing at Malad, Idaho

My Commission expires the *19* day of *May*... 195*7*.

Costs: *47*... lines at *13* per line first insertion \$... *6.11*
10 per line each subsequent insertion \$... *14.10*

TOTAL \$ *20.21*

NOTICE OF PROOF OF COMPLETION OF WORKS and APPLICATION OF WATER TO BENEFICIAL USE

Notice is hereby given that at
 10:00 A.M., on the 1st day of
 March, 1956, at Malad, County
 of Oneida, State of Idaho, before
 Bill Fallis, Notary Public, proof
 will be submitted of the comple-
 tion of works for the diversion of
 3.2 cubic feet per second of the
 waters of deep well and of the
 application to beneficial use of
 said water, in accordance with
 the terms and conditions of Per-
 mit No. G-24749 heretofore is-
 sued by the Department of Rec-
 lamation of the State of Idaho.

1. The name and postoffice ad-
 dress of the person or corpora-
 tion holding said permit are
 Stephen L. Smith, Malad, Idaho.

2. Said works of diversion will
 be fully completed on the date
 set for such completion, and the
 amount of water which said
 works are capable of conveying
 to the place of use, in accordance
 with the plans accompanying the
 application for such permit, is
 3.2 cubic feet per second.

3. The use to which said water
 has been applied is irrigation,
 flooding and sprinkling purposes,
 and the amount applied to bene-
 ficial use is 3.2 cubic feet per
 second.

4. The place where said water
 is used is NE 1/4 Section 8, Town-
 ship 15 South, Range 33 East,
 B.M., Oneida County, Idaho.

5. The date of priority which
 said user is prepared to estab-
 lish is March 4, 1954.

MARK R. KULP
 State Reclamation Engineer
 1-26 2-16 14

S24749

Feb

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO

RECEIVED
MAR 6 1954
DEPARTMENT OF RECLAMATION

Permit No. G24749

Proof of Application of Water to Beneficial Use
and Completion of Works
Deposition of Holder

Ques. 1. State your name, residence, occupation and postoffice address.

Ans. Stephen L. Smith, Malad City, Idaho, occupation merchant and farmer, Malad City, Idaho

Ques. 2. If acting in behalf of corporation, state its name, principal place of business (if a foreign corporation, give name of postoffice of statutory agent), your position with reference to same, and your authority for appearing in its behalf.

Ans. No, this is not a corporation.

Ques. 3. State number and date of permit, and date of priority you propose to establish under the permit.

Ans. G24749, date of permit March 8, 1954, date of priority March 4, 1954

Ques. 4. State source of water supply and give exact location of point of diversion.

Ans. Deep Well, The exact location point of diversion is the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 8, Twp 15 S, Rge 33, E.B.M., County of Oneida

Ques. 5. Describe your works of diversion, and state amount of water they are capable of conveying from point of diversion to place of use, and give name of canal or ditch or other works by which water is conducted to such place of use. If a well, state depth of well, depth and size of casing and depth to water. If pump is used, state discharge of pump and tell how it was measured or determined. If sprinkler irrigation, give number and size of nozzles and operating pressure.

Ans. Well and Pump, depth of well 254 feet, size of casing 14 inch, and depth to water 70 feet. The discharge of pump is 800 gallons per minute. It was measured by a guage.

Ques. 6. State for what purpose water is used and describe place of use. (If for irrigation, name each subdivision in which used, and number of acres in each subdivision that have actually been irrigated with said water.) State whether cultivated or natural meadow land and the nature of all improvements which have been made as a direct result of said use.

Ans. The place where the water is used in the NE $\frac{1}{4}$ Section 8, Township 15 South Range 33 East, E.B.M., Oneida County, Idaho, containing 160 acres of cultivated land, which is to be irrigated.

G24749

Ques. 7. If for other than irrigation purposes; state how applied, amount of horse power generated, etc.

Ans. The water from this well and pump are to be used only for irrigation.

Ques. 8. What is the minimum amount of water required for the purpose specified above?

Ans. None

Ques. 9. If you are not the person or representative of the corporation to whom above mentioned permit was originally issued, please state how ownership was acquired by present holder.

Ans. The permit Number 1624749 was originally issued to me, Stephen L. Smith.

Ques. 10. State when, how, in what amount and to what extent the water diverted under above mentioned permit has been used.

Ans. Started using the water in May, 1954. I have used the 3.2 cubic feet per second in the NE $\frac{1}{4}$ Section 8, Township 15 South, Range 33 East, B. M., Oneida County, Idaho.

Ques. 11. State when, how, in what amount and to what extent waters other than those diverted under the above mentioned permit have been diverted and applied to beneficial use upon the lands herein described. Give full particulars regarding such other appropriations and rights claimed thereunder.

Ans. None

(Sign)

Stephen L. Smith

I hereby certify that the foregoing testimony was read to the above subscribed before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me, at my office in Malad City, County of Oneida,

State of Idaho, on this 1st day of March, A. D. 1956.

Bill Hallis
Probate Judge

My commission expires

1624749

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO

RECEIVED
MAR 6 1956
Department of Reclamation

Permit No. G24749

Proof of Application of Water to Beneficial Use
and Completion of Works
Deposition of Witness

The deposition of two witnesses, on this form, taken separately, required in each case.

Ques. 1. State your name, age, residence, occupation and postoffice address.

Ans. Moyle E. Facer, age 53, occupation farmer, Malad City, Idaho

Ques. 2. Are you acquainted with Stephen L. Smith, the holder of Permit No. G24749? How long have you known him and where does he reside?

Ans. Yes, I have known him for 40 years. He resides at Malad City, Idaho.

Ques. 3. Have you read or heard read said Permit No. G24749, and are you familiar with its provisions and conditions?

Ans. Yes, I am familiar the provisions and conditions of Permit No. G24749

Ques. 4. State source of water supply, place of diversion, and describe works for conveying water from point of diversion to place of use.

Ans. Well and pump, the exact location of diversion is the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 8, Twp. 15 S, Rge. 33 East, B.M., County of Oneida, Idaho. The source of water is a deep well.

Ques. 5. How many second feet of water do you estimate said works will safely conduct to place of use, and how much water have you seen being so conveyed?

Ans. 3.2 cubic feet per second. The water I have seen conveyed is 3.2 Cubic feet per second.

Ques. 6. (Pumps) How much water in cubic feet per second, miner's inches, or gallons per minute have you seen the pump deliver, and how did you measure or estimate the amount?

Ans. 800 gallons per minute. It was measured with a guage.

G24749

Ques. 7. State for what purpose water is used and at what place. (If for irrigation, give each subdivision in which water has been used and number of acres irrigated in each subdivision.) State whether cultivated or natural meadow land and the nature of all improvements which have been made as a direct result of said use.

Ans. The place where the water is used is NE $\frac{1}{4}$ Section 8, township 15, South, Range 33 East, B. M., Oneida County, Idaho, containing 160 acres to be used for irrigation on cultivated land.

Ques. 8. If for power or other purposes than irrigation, state how water has been applied and to what extent.

Ans. For irrigation only.

Ques. 9. (If for irrigation) state character of land that has been reclaimed, and give your estimate of the amount of water required for its profitable cultivation.

Ans. The character of the land that has been reclaimed is a sandy loam. The amount of water required for profitable cultivation is 3.2 cubic feet per second.

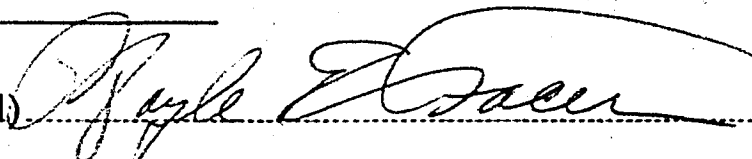
Ques. 10. Have you any interest in the works, water or lands above mentioned? If so, in what way and to what extent?

Ans. No.

Ques. 11. State when, how, in what amount and to what extent you have witnessed the application to beneficial use of water diverted under said permit.

Ans. The place where the water is used is in the NE $\frac{1}{4}$ Section 8, Township 15 South, Range 33 East, B. M., Oneida County, Idaho, containing 160 acres. The beneficial use of the water 3.2 cubic feet per second.

(Signed)



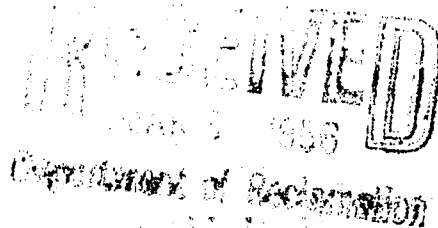
I hereby certify that the foregoing testimony was read to the above subscriber before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me in Malad City, County of Oneida, State of Idaho, on this 1st day of March, A. D. 1956.

Bill Hallis, Probate Judge
Notary Public

My commission expires

24749

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO



Permit No. G24749.....

Proof of Application of Water to Beneficial Use
Deposition of Witness and Completion of Works

The deposition of two witnesses, on this form, taken separately, required in each case.

Ques. 1. State your name, age, residence, occupation and postoffice address.

Ans. Evan G. Jones, age 52, Rt. 1, Malad City, Idaho, Occupation, Rt. 1,
Malad City, Idaho

Ques. 2. Are you acquainted with.....Stephen L. Smith....., the holder of Permit No. G24749.....? How long have you known him and where does he reside?

Ans. Yes, I have known him for 25 years, Malad City, Idaho.

Ques. 3. Have you read or heard read said Permit No. G24749....., and are you familiar with its provisions and conditions?

Ans. Yes, I am familiar with the provisions and conditions of Permit No. G24749.

Ques. 4. State source of water supply, place of diversion, and describe works for conveying water from point of diversion to place of use.

Ans. Well and pump, the exact location of diversion is the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 8, Twp. 15 S, Rge. 33 East, Boise meridian, County of Oneida, Idaho. The source of water is a deep well.

Ques. 5. How many second feet of water do you estimate said works will safely conduct to place of use, and how much water have you seen being so conveyed?

Ans. 3.2 cubic feet per second. The water I have seen conveyed is 3.2 cubic feet per second.

Ques. 6. (Pumps) How much water in cubic feet per second, miner's inches, or gallons per minute have you seen the pump deliver, and how did you measure or estimate the amount?

Ans. 800 gallons per minute. It was measured with a gauge.

G24749

Ques. 7. State for what purpose water is used and at what place. (If for irrigation, give each subdivision in which water has been used and number of acres irrigated in each subdivision.) State whether cultivated or natural meadow land and the nature of all improvements which have been made as a direct result of said use.

Ans. The place where the water is used in NE $\frac{1}{4}$ Section 8, township 15, South, Range 33 East, B.M., Oneida County, Idaho, containing 160 acres to be used for irrigation on cultivated land. Irrigation by springling and flooding.

Ques. 8. If for power or other purposes than irrigation, state how water has been applied and to what extent.

Ans. For irrigation only.

Ques. 9. (If for irrigation) state character of land that has been reclaimed, and give your estimate of the amount of water required for its profitable cultivation.

Ans. The character of the land that has been reclaimed is a sandy loam. The amount of water required for profitable cultivation is 3.2 cubic feet per second.

Ques. 10. Have you any interest in the works, water or lands above mentioned? If so, in what way and to what extent?

Ans. No.

Ques. 11. State when, how, in what amount and to what extent you have witnessed the application to beneficial use of water diverted under said permit.

Ans. The place where the water is used in the NE $\frac{1}{4}$ Section 8, Township 15 South, Range 33 East, B. M., Oneida County, Idaho, containing 160 acres. The beneficial use of the water is 3.2 cubic feet per second.

(Signed)

Ernest H. Jones

I hereby certify that the foregoing testimony was read to the above subscriber before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me in Malad City, Idaho, County of Oneida, State of Idaho, on this 1st day of March, A. D. 1956.

Bill Hall Probate Judge
Notary Public

My commission expires

§ 24747

March 14, 1956

Re: Permit No. C-24749

Mr. Stephen L. Smith
Malad City, Idaho

Dear Mr. Smith:

We acknowledge receipt of the depositions of yourself and two witnesses, also affidavit of publication in the Idaho Enterprise, all submitted in proof of completion of works and beneficial use on the above captioned Permit.

Before final action is taken in the matter, the law requires that a field examination be made by an engineer from this department.

We cannot tell just when this examination will be made, but our field engineer will try and contact you at the time he makes the examination so that arrangements may be made to show him over the grounds.

Very truly yours,

MARK R. KULP
State Reclamation Engineer
By

Chief Clerk

EPR

24749

July 20, 1956

Re: Permit No. G-24749

Mr. Stephen L. Smith
Malad City, Idaho

Dear Mr. Smith:

Please accept our apologies for sending to you our Form Letter No. 24 which was sent you by mistake.

Your proofs for Completion of Works and Beneficial Use are in and your Permit is in good standing.

Everything is in order and awaiting the inspection of our Field Engineer and he will contact you before he makes the inspection.

Very truly yours,

MARK R. KULP
State Reclamation Engineer
By

Chief Clerk

EPR

J 24749

August 30, 1956

RE: Permit No. C-24749

Mr. Stephen L. Smith
Malad
Idaho

Dear Mr. Smith:

State law requires inspection in connection with any permit, for the use of water, being brought to license in the State of Idaho.

I intend to make inspection in connection with your Permit on Tuesday, September 11, in the afternoon probably toward evening.

In case I do not contact you previously, I will drive to the farm where the well is located. I intend to inspect yours immediately after I have inspected one for Celen H. and Mary C. Sweeten.

Please be prepared to accompany me on this inspection or have someone there to represent you.

Yours truly,

MARK R. KULP
State Reclamation Engineer
By

E. N. Humphrey
Deputy State Reclamation Engineer

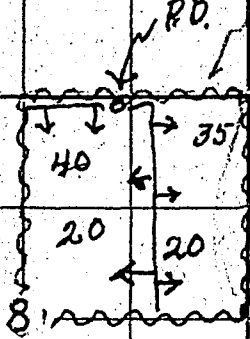
H:hll

24749

R-33E.

T.
15
S.
-
34
13" X 5 1/32 heads
64
all lateral

Shaw Range, Kitting



Subdivisions = four
Area = 115 acres
Q = 104"

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO

REPORT OF ENGINEER

Permit No. G-24749

This proof is for Completion of Works & Beneficial Use In Water District No. _____

1. Name of applicant Stephen L. Smith
2. Source of water supply: Subterranean flow from a well
3. Location of point of diversion: Is in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 8
T. 15 S R. 33 E., B.M. County of Oneida
4. Describe works as they exist, giving dimensions and capacities of same: Well is 14" diameter
By 254' deep, cased to the bottom, gravel packed. H=16'. Draw down unknown.
Fordson Diesel Tractor used as a power unit, Johnson Gear & Mfg. Co.
L angle head drive. Peerless Turbine pump, serial No. 163569. 8" by 14'
discharge to the NE into an open ditch. Delivery was 104" of water through
a Sparling Meter. Water to the fields by gravity. Mr. Smith accompanied me
on the inspection.
5. Water is used for: Irrigation
6. State whether or not water has been turned into works of diversion: Yes
7. List legal subdivisions of lands to be irrigated. If proof is for beneficial use, give exact number of acres under cultivation in each forty-acre tract. (Describe manner and place of use if other than irrigation):
NE $\frac{1}{4}$ of Sec. 8, Twp. 15 S., Rge. 33 E., B.M. 160 acres
See the Map.

(Submit map on attached plat, showing location and details of above description.)

8. What large stream would the water here appropriated finally reach? _____

Remarks: This water was very roilly when the pump was first operated.

He has irrigated part of it by sprinkler at times.

This examination was made on the 11 day of Sept, 1936

(Signed)

E. N. Humphrey

Examiner.

G-24749



ROBERT E. SMYLIE
GOVERNOR

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
MARK R. KULP, STATE RECLAMATION ENGINEER

BOISE

RECEIVED
NOV 8 1956

Department of Reclamation

October 19, 1956

RE: Permit No. G-24749

Mr. Stephen L. Smith
Malad City
Idaho

Dear Mr. Smith:

We now have on file the report of our field engineer on examination for completion of works and beneficial use on your Permit No. G-24749 which shows that your well in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 8, Township 15 South, Range 33 East, B.M., will deliver 10 $\frac{1}{4}$ inches or 2.08 second feet of water which has been used to irrigate 115 acres of land in the NE $\frac{1}{4}$ Section 8.

A Certificate of Completion of Works and License can, therefore, be issued for 2.08 second feet of water upon receipt of the statutory fees amounting to \$5.00 for completion of works and \$8.00 license fee or a total of \$13.00.

Very truly yours,

MARK R. KULP
State Reclamation Engineer
By

Edwin P. Putledge
Chief Clerk

R:hll

24749

November 8, 1956

RE: Permit No. G-24749

Mr. Stephen L. Smith
Malad City
Idaho

Dear Mr. Smith:

We enclose Certificate of Completion of Works also License and Certificate of Water Right issued under Permit No. G-24749 confirming your right to the use of 2.08 second feet of the waters of a well located in the NW-NE $\frac{1}{4}$ Section 8, Township 15 South, Range 33 East, B.M., with priority of March 4, 1954, for irrigation purposes on the NE $\frac{1}{4}$ Section, 8.

We also enclose departmental receipt No. G-2239 for the \$13.00 completion of works and license fees.

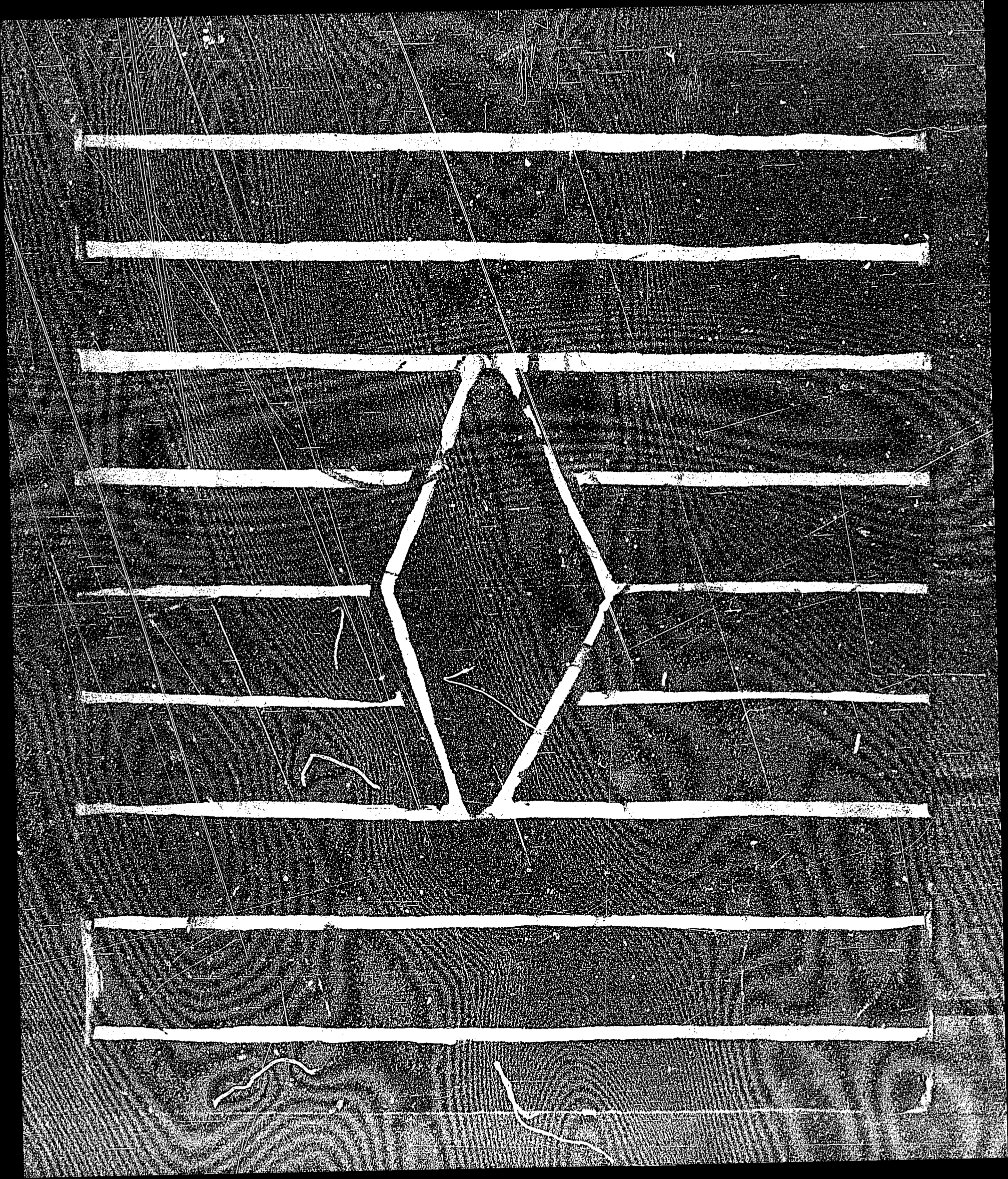
Very truly yours,

MARK R. KULP
State Reclamation Engineer
By

Chief Clerk

R:hll
Enc.

§ 24749



State of Idaho

License and Certificate of Water Right

Water License No. G-24749

Amount 2.08 second feet

Water District No.

Priority March 4, 1954

THIS IS TO CERTIFY that STEPHEN L. SMITH
 of Malad City, Idaho, made application for a permit to appropriate the
 public waters of the State of Idaho, dated March 4, 1954; that Permit No. G-24749
 was issued under said application; that Certificate of Completion of works, with a carrying capacity of
 2.08 second feet, was issued thereunder on November 8, 1956, showing that said works
 were completed on the 1st day of March, 1956; and that on the 1st
 day of March, 1956,

STEPHEN L. SMITH

of Malad City, State of Idaho, made proof to the satisfaction of the
 State Reclamation Engineer of Idaho, of the right to use the waters of a well
~~contributory~~ (subterranean flow), for the purpose of irrigation

, under Use Permit No. G-24749 of the Department of Reclamation
 and that said right to the use of said waters has been perfected in accordance with the laws of Idaho,
 and is hereby confirmed by the State Reclamation Engineer of Idaho and entered of record in Volume

9 of Licenses at page 5860, on the 8th day of November, 1956;

The right hereby confirmed dates from March 4, 1954;

The Point of Diversion is located

in the NW 1/4 NE 1/4, Sec. 8, Tp. 15 S., R. 33 E., B. M. Oneida County

That the amount of water to which such right is entitled and hereby confirmed, for the purposes
 aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall
 not exceed 2.08 cubic feet per second.

Description and location of use:

Twp.	Range	Sec.	Forty-acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
15 S	33 E	8	NE 1/4 NE 1/4	40	35
			NW 1/4 NE 1/4	40	40
			SW 1/4 NE 1/4	40	20
			S 1/4 NE 1/4	40	20
Total Number of Acres Actually Irrigated - -					115

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

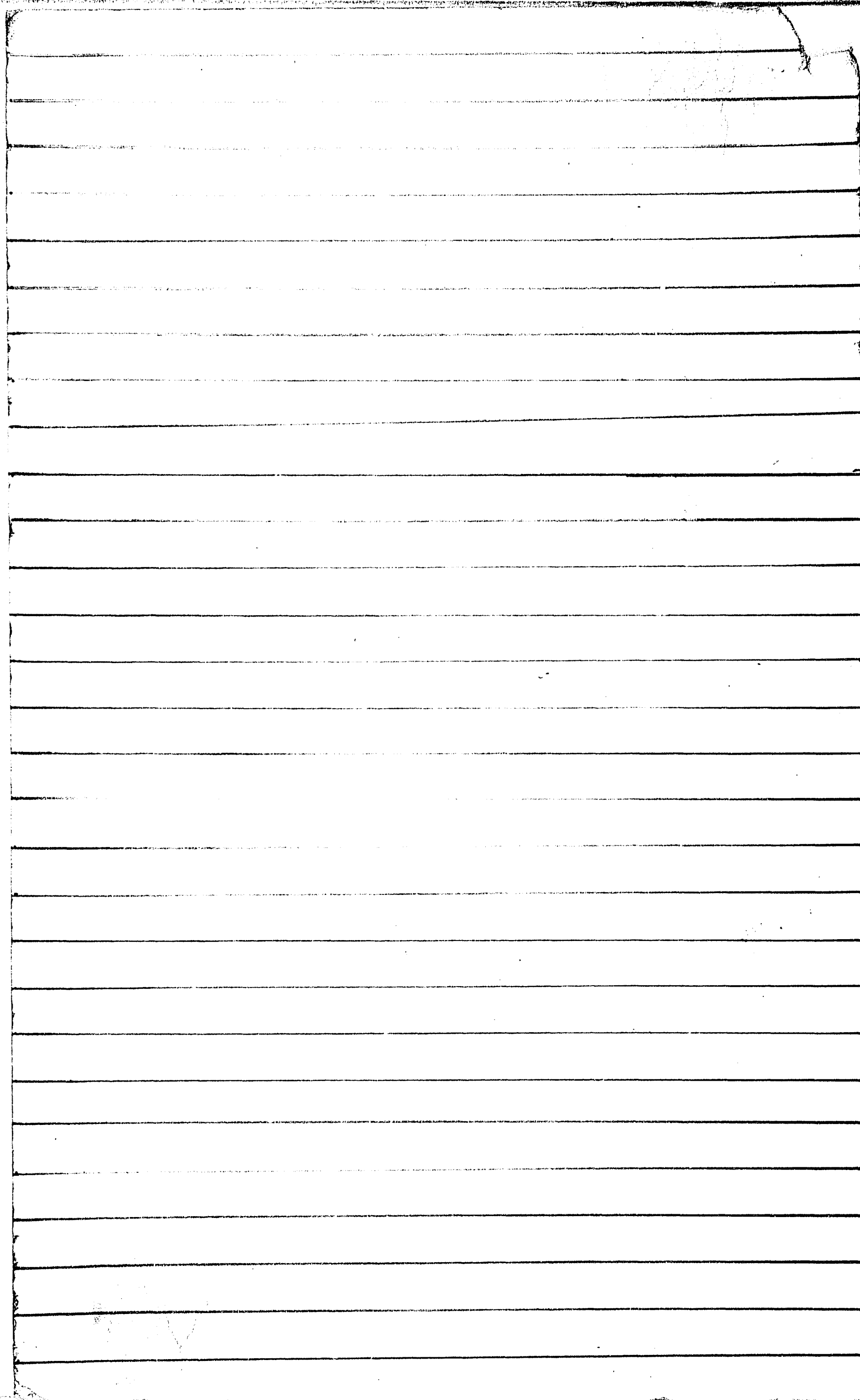
WITNESS the seal and signature of the State Reclamation Engineer, affixed at Boise, Idaho, this

8th day of November, 1956.

MARK R. KULP

State Reclamation Engineer.

(SEAL)





RECEIVED

JAN 10 1985

First American Title Company

Department of Water Resources

P.O. BOX 580, 156 WEST JUDICIAL STREET, BLACKFOOT, IDAHO 83221
TELEPHONE (208) 785-0320

January 9, 1985

Department of Water Resources
Statehouse
Boise, Idaho 83720

RE: W. L. Baker Company

Gentlemen:

Attached is a copy of the recorded Mortgage Deed and Security Agreement between W. L. Baker Company, a corporation, and Connecticut Mutual Life Insurance Company, a Connecticut Corporation, for filing with your department inasmuch as the lender is securing certain water licenses.

Please confirm the filing with this office as soon as possible.

Thank you.

Very truly yours,

Terrece Hopkins
Escrow Officer

th
Enclosure

Connecticut Mutual

LIFE INSURANCE COMPANY

Established in 1846

Hartford, Connecticut

109876

28 Day Dec 1984

At 4:55 O'clock P

Oneida Co. Recorder

Fec S 14.00 Dep:

Recorded at Request of E. R. Smith

MORTGAGE DEED

and
SECURITY AGREEMENT

This Indenture, made this 28th day of December, 1984, between

W. L. BAKER COMPANY, a corporation

hereinafter called the Mortgagor, whether one or more than one, and the Connecticut Mutual Life Insurance Company, a corporation organized and existing under the laws of the State of Connecticut, and having its Home Office and principal place of business in the City of Hartford, State of Connecticut, hereinafter called the Mortgagee,

Witnesseth That:

The Mortgagor, for and in consideration of the sum of ONE MILLION FOUR HUNDRED TWENTY-FIVE THOUSAND AND 00/100 Dollars (\$1,425,000.00), in lawful money of the United States, to him in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said Mortgagee, its successors and assigns, forever, the following described property situated in the County of Oneida, in the State of Idaho, to-wit:

PARCEL 1:

Township 14 South, Range 32 E.B.M., Oneida County, Idaho

Section 35: NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$

Section 36: NW $\frac{1}{4}$

PARCEL 2:

Township 15 South, Range 32 E.B.M., Oneida County, Idaho

Section 2: E $\frac{1}{2}$ E $\frac{1}{2}$ (the same being Lot 1; SE $\frac{1}{4}$ NE $\frac{1}{4}$ and E $\frac{1}{2}$ SE $\frac{1}{4}$)

Section 11: N $\frac{1}{2}$

PARCEL 3:

Township 15 South, Range 32 E.B.M., Oneida County, Idaho

Section 12: SW $\frac{1}{4}$

Section 13: N $\frac{1}{2}$ NW $\frac{1}{4}$

PARCEL 4:

Township 15 South, Range 32 E.B.M., Oneida County, Idaho

Section 25: W $\frac{1}{2}$; W $\frac{1}{2}$ SE $\frac{1}{4}$; T-3163: A fraction of the NE $\frac{1}{4}$, containing 160 acres, more or less, EXCEPTING the East 2 rods deeded to The County of Oneida on March 1, 1972, found of record on film as Instrument No. 89941, records of Oneida County, Idaho.

Section 26: SE $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$; ALSO, the NE $\frac{1}{4}$ NE $\frac{1}{4}$ and the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 26 lying East of the Reservoir site of the Pratt Irrigation Co.

CONTINUED ON PAGE 2

PARCEL 5:
Township 15 South, Range 33 E.B.M., Oneida County, Idaho
Section 11: NE1/4

PARCEL 6:
Township 15 South, Range 32 E.B.M., Oneida County, Idaho
Section 12: E1/2
Section 16: W1/2

Township 15 South, Range 33 E.B.M., Oneida County, Idaho
Section 6: SE1/4
Section 7: All
Section 8: W1/2; SE1/4
Section 17: N1/2NW1/4
Section 18: N1/2NE1/4; NE1/4NW1/4; Lot 1

PARCEL 7:
Township 15 South, Range 32 E.B.M., Oneida County, Idaho
Section 16: E1/2

Conveying with the above described land any and all water rights and irrigation ditches belonging or in anywise appurtenant thereto, and especially including, but not limited to, the following: All of the water of those certain wells situated on the above described premises, and Water Licenses No. 17-7007, 17-2028, 17-2030 and 17-2045 of the Department of Water Resources of the State of Idaho. Mortgagor covenants and agrees to keep and maintain same in good standing and to comply with all provisions, rules and regulations in force respecting same. In the event of the foreclosure or other enforcement of this instrument, Mortgagor agrees to perform all acts necessary, if any, to vest Mortgagee with all of the right, title and interest of Mortgagor in and to said water and water rights.

Together with a security interest which is hereby granted by Mortgagor to Mortgagee in and to the following motors, pumps and irrigation equipment now owned or hereafter acquired by Mortgagor and located on the above-described real estate, including, but not limited to, Collateral described on Exhibit A attached hereto and made a part hereof, and further including all additions, accessions, replacements, improvements, repairs and substitutions to said Collateral and the proceeds thereof. The foregoing grant to the security interest is intended to be within the meaning of the Uniform Commercial Code as adopted by the State of Idaho, and Mortgagor agrees to execute and deliver to Mortgagee as Mortgagor may be directed by the Mortgagee such financing statements and further assurances as Mortgagee may deem necessary to perfect and preserve the lien hereof on the Collateral described herein or intended to be subject hereto, and Mortgagor authorizes such statements and assurances and the Mortgage and Security Agreement to be recorded and re-recorded, filed and re-filed at such places and times as may be required by law to so create, perfect, and preserve the lien hereof against said Collateral.

LaDean N. H. Baker, Nelden Baker, Jay Baker and Gary Baker hold the majority stock interest in and control of W.L. Baker Company, and this Mortgage and Security Agreement is given and accepted upon the express provision that should any of said shareholders sell, transfer, relinquish or lose any of their interest in or control of W.L. Baker Company, its successors or assigns, either voluntarily or by operation of law, or should any additional stock be issued in the name of any other party without prior written consent of the Mortgagee, then Mortgagee may accelerate all or any part of the indebtedness secured hereby and thereafter enforce the collection of said debt as herein provided or in any other manner provided by law. The holder of the Note securing this Mortgage and Security Agreement may impose or require such conditions, requirements and modifications denying such consent, including without limitation, the approval of any purchase or transferee, the reduction of the balance of the Note securing this Mortgage and Security Agreement, in whole or in part, and/or the modification of the terms of the Note securing the Mortgage and Security Agreement and/or the Mortgage and Security Agreement securing the Note. This clause shall not prohibit the transfer among or between the persons named above or to any member of the immediate family of any of the above named shareholders. Notwithstanding the foregoing, any such transfer not requiring consent or any transfer made with consent shall not release such stock and any owner thereof from the restrictions set forth above.

JLB
L.H.B.

EXHIBIT A

100 H.P. U.S. Motor, Serial No. 1185248; Peerless Pump, Serial No. 165549

350 H.P. U.S. Motor, Serial No. J1429849, Layne & Bowler Pump, Serial No. D30120

100 H.P. G.E. Motor, Serial No. LNJ1116129, Johnson Pump, Serial No. C404TP16-B

100 H.P. U.S. Motor, Serial No. 1278089, Wintroath Pump, Serial No. 9357

Approximately 11,000 feet 8" x 10" P.V.C. buried MAINLINE

1 Valley 14-Tower and Corner Pivot System Serial No. 30063

1 Valley 14-Tower and Corner Pivot System Serial No. 30065

1 Valley 10-Tower and Corner Pivot System Serial No. 30006

1 Valley 10-Tower and Corner Pivot System Serial No. 25331

1 Valley 7-Tower and Corner Pivot System Serial No. 025427

1 Valley 7-Tower and Corner Pivot System Serial No. 025428

QJB
J.H.B.

Together with all and singular the buildings, structures, fences, pipes, pipe lines, tanks, dams, reservoirs, pumps, pumping equipment and all other improvements and fixtures now or hereafter on or in said property, and any and all water and water rights, ditches and ditch rights, flumes, aqueducts, canals, appropriations, franchises, and all other rights and privileges owned by the Mortgagor, or belonging to, or with, leading to, connected with, or usually had or enjoyed in connection with the said property, or any part thereof, whether or not hereinabove expressly mentioned or described, and all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the rents, issues and profits thereof: To have and To Hold unto the Mortgagee, its successors or assigns, forever.

The condition of this conveyance is such that:

This Mortgage is given to secure the payment of a promissory note bearing even date herewith in the principal sum of ONE MILLION FOUR HUNDRED TWENTY-FIVE THOUSAND AND 00/100-----Dollars, executed by the Mortgagor and payable to the Mortgagee at its Home Office in instalments, the last of which shall be due and payable on November 1-----, 1994., with interest on said principal sum and on all unpaid balances thereof, all as provided in said note;

And Whereas, the Mortgagor has covenanted and agreed, and does hereby covenant and agree to and with the Mortgagee as follows:

That he has a valid and unencumbered title in fee simple to said property and all improvements thereon and has the right to convey the same; that he will not suffer or permit said property to become subject to any lien or encumbrance that shall have precedence of this Mortgage; that he will render such further assurance of said title as may be requested by the Mortgagee; that he will warrant and defend said title unto the Mortgagee against the claims and demands of all persons whomsoever; and that he will pay all of said sums of money specified in said note, promptly as they become due and all taxes, assessments and other charges that may be levied or assessed on said property and all taxes that may be levied or assessed upon this Mortgage or to the holder of said note on account thereof, when and as the same shall become due and payable;

That he will keep the buildings and other improvements now or hereafter located upon said property constantly insured against loss or damage by fire and windstorm and against such other hazard or hazards as may reasonably be required from time to time by the Mortgagee, in a company or companies approved by the Mortgagee, and cause all policies of insurance to be so written that the loss, if any, covered by said policies, shall be paid to the Mortgagee, or its assigns, as their interests may appear, and deposit with the Mortgagee all of said policies, and that the Mortgagee may, at its option, renew or procure all required insurance upon said property, in any sum not exceeding the insurable value thereof, and the Mortgagor agrees to pay all premiums therefor;

That he will keep the buildings upon said lands continuously occupied and used, and will not permit the same to become vacant during the continuance of this Mortgage; that he will keep all improvements on the property in good repair;

Now, therefore, if the Mortgagor shall pay all and every sum of money specified in said note, and shall in all other respects fully carry out and comply with the covenants herein set forth and enumerated, this conveyance shall be void. But if the Mortgagor shall fail to pay any of said sums of money as specified, or any insurance premiums as hereinabove set forth, or any taxes, assessments or other charges of any nature whatsoever, due or to become due upon the property hereby conveyed or upon any of the water rights hereby mortgaged, or in any other respect shall fail to comply with any of the covenants and agreements herein or in said note set forth, then, as often as such failure of payment or breach of covenant shall occur, the Mortgagee may at any time thereafter declare the whole of the principal sum, or so much thereof as at the time of such declaration may remain unpaid, with all unpaid interest accrued thereon, together with all sums with interest accrued thereupon paid by the Mortgagee under any agreement contained in this Mortgage, to be at once due and payable, and the Mortgagee may at any time after such failure of payment or breach of covenant, as aforesaid, proceed to foreclose this Mortgage and to compel payment to be made of the full amount due and payable.

The Mortgagor hereby further expressly agrees that if he shall fail to pay any taxes, assessments, insurance premiums or other charges payable by him as hereinbefore agreed, as and when the same shall become due and payable, or suffer said property to become subject to any lien or encumbrance having precedence to this Mortgage, as hereinbefore provided against, the Mortgagee may, at its option, make payment thereof and the amounts so paid, with interest thereon at the rate of 16 per annum, shall be added to and become a part of the debt secured by this Mortgage, without waiver, however, of any rights of the Mortgagee arising from the breach of any of said covenants.

In the event suit is instituted to foreclose this Mortgage, the Mortgagee may recover therein as attorney fees such sum as the court may adjudge reasonable in addition to the costs and disbursements allowed by the Code of Civil Procedure of the State of Idaho, together with the cost of any abstract of title or evidence of title procured and used in such proceeding and covering said property.

The Mortgagor agrees that in the event suit is instituted to effect such foreclosure, the Mortgagee shall, as a matter of right and without regard to the sufficiency of the security or of waste or danger of misapplication of any of the properties of the Mortgagor, be entitled forthwith to have a receiver appointed of all the property hereby mortgaged, and the Mortgagor hereby expressly consents to the appointment of a receiver by any court of competent jurisdiction and expressly stipulates, covenants and agrees that such receiver may remain in possession and control of the mortgaged property until the final determination of such suit or proceeding.

The rents, royalties, bonuses and benefits under any existing and/or future oil, gas or mineral lease of any of the property hereby conveyed are hereby assigned to the Mortgagee as additional security for the payment of the indebtedness hereby secured. The Mortgagor shall have the right to collect and retain such rents, royalties, bonuses and benefits until default hereunder or under the note hereby secured. In case of any such default, the Mortgagee is hereby granted the unconditional right and power, at its option, at any time while such default remains outstanding, to demand, receive and collect such rents, royalties, bonuses and benefits and apply same toward payment of the indebtedness hereby secured. The Mortgagee shall not be bound hereby to demand, receive or collect any of such rents, royalties, bonuses or benefits, and shall not be responsible for failure to exercise the rights hereby granted. Failure of the Mortgagee to exercise such rights after the happening of a default shall not be construed as a waiver of such rights in the event of a subsequent default.

The Mortgagor hereby further agrees, upon request by the Mortgagee, to assign to the Mortgagee, as additional and collateral security for the payment of the indebtedness hereby secured, any and all leases of the mortgaged property, or any part thereof, hereafter made, and that no such lease shall be assigned to any party other than the Mortgagee without first obtaining the written consent of the Mortgagee to any such assignment.

Mortgagor further covenants and agrees to comply with all federal, state and local laws and regulations with regard to the protection of the environment, including, without limitation, both Federal and State Air and Water Quality Standards and Noise Abatement Regulations and local zoning ordinances.

The Mortgagor hereby further mortgages, assigns and transfers to the Mortgagee all of his right, title and interest in and under the following described leases, permits and allotments, to-wit:

together with all renewals thereof and together with all buildings, structures, fences, windmills, pumps, pumping equipment, pipes, pipe lines, wells, tanks, dams, reservoirs and other improvements of every nature and description, now or hereafter located on the lands covered by said leases, permits or allotments, or any part thereof, and all water and water rights located thereon or appurtenant thereto. The Mortgagor covenants that he is the lawful owner and holder of said leases, permits and allotments and that the same are free from encumbrance and have not been assigned; that he will procure renewals thereof upon or prior to the expiration date thereof and execute any instrument deemed by the Mortgagee necessary to effect an assignment or waiver of such renewals to the Mortgagee; that he will pay all rents and other charges and perform all acts and things necessary to preserve and keep in good standing all of said leases and permits and any renewals thereof; that he will take no action which would adversely affect any of his rights or his preference status thereunder and that in the event of the foreclosure of this Mortgage, he will waive all claims for preference in any such rights upon demand from the purchaser of the mortgaged property at foreclosure sale or any successor to such purchaser; that the lands covered by said leases, permits and allotments and renewals thereof, shall at all times be operated in conjunction with the lands hereby mortgaged and that neither shall be transferred to any other person separately from the other; and that, in case of the failure of the Mortgagor to pay all rents and other charges payable under the terms of any of said leases, permits or allotments, the Mortgagee may, at its option, make payment thereof and any amount so paid, with interest thereon at the rate of 16 per annum, shall be a part of the principal debt, and shall be secured by this Mortgage and a lien on the fee owned property hereby mortgaged.

The Mortgagor further covenants and agrees that in the event title in fee simple to any of the lands covered by the aforesaid leases, permits or allotments shall hereafter be acquired by the Mortgagor, it is understood and agreed that such lands shall, upon such acquisition, become subject to the lien of this Mortgage to the same extent as though such lands had originally been included herein as part of the fee owned lands hereby mortgaged, and, further that all of the terms, covenants, conditions, and stipulations of this Mortgage applicable to the fee owned lands hereby mortgaged, shall extend and be applicable to any such lands hereafter so acquired.

It is mutually understood and agreed that all words used in the singular number in this Mortgage shall be deemed to include the plural and the masculine gender shall include the feminine and/or neuter, as the context may require. It is further understood and agreed that all of the provisions hereof shall extend to and be binding upon the Mortgagor and the heirs, devisees, personal representatives, successors and assigns of the Mortgagor, and shall inure to the benefit of the Mortgagee, and its successors or assigns.

In Testimony Whereof, W. L. BAKER COMPANY, a corporation, hereinabove designated as mortgagor, has hereunto set its hand and seal on the day and year first hereinabove written.

Executed in the presence of:

W. L. BAKER COMPANY

BY: *LeSean H. Baker* (SEAL)
President

BY: *Gary L. Baker* (SEAL)
Secretary

(SEAL)

(SEAL)

STATE OF Idaho }
COUNTY OF..... } ss.

On this..... day of..... November....., 19.84.....
before me,..... the undersigned....., a Notary Public in and
for the County of..... Bingham....., State of Idaho, personally appeared

the signer.... of the above instrument, known to me to be the person.... whose name.... is subscribed to the within instru-
ment, and acknowledged to me that executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate
first above written.

My Commission Expires:

Notary Public in and for the County of
....., State of Idaho.

Residence of Notary Public:
.....

STATE OF Idaho }
COUNTY OF..... } ss.

On this..... day of....., 19.....
before me....., a Notary Public in and
for the County of....., State of Idaho, personally
appeared..... and.....
husband and wife, the signers of the above instrument, known to me to be the persons whose names are subscribed to
the within instrument, and acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate
first above written.

My Commission Expires:

Notary Public in and for the County of
....., State of Idaho.

Residence of Notary Public:
.....

STATE OF Idaho

COUNTY OF Oneida ss.

On this 28th day of December, 1984, before me,

the undersigned

Oneida

a Notary Public in and for the County of
State of Idaho, personally appeared

LaDean H. Baker

Gary L. Baker

known to me to be the President of the Corporation

and Secretary

that executed the foregoing instrument or the person who executed the instrument on behalf of said Corporation,
and acknowledged to me that such Corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate
first above written.

My Commission Expires:

11-22-86

Lenore H. Hopkins
Notary Public in and for the County of

Oneida

State of Idaho.

Residence of Notary Public:



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

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

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

January 24, 1985

RE: License Nos. 17-2028, 17-2030, 17-2045 & 17-7007

First American Title Co.
Attn: Terrece Hopkins
P.O. Box 530
156 W. Judicial St.
Blackfoot, ID 83221

Dear Ms. Hopkins:

Our office acknowledges receipt of Assignment of the above referenced water rights. However, in reviewing the files I find that the water rights are Licenses.

In Idaho, a licensed water right is considered real property and is acquired when the property to which it is appurtenant is purchased. Proof of owning the land is proof of owning the water right license.

Therefore, I have put the Assignment into the files for future reference only and no other action will be taken. I have also enclosed copies of the Licenses for your records.

If you have any questions please feel free to contact our office.

Sincerely,

KAY WALKER
Chief Clerk

KW:sc
Enclosures

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT

TRANSFER NO. 4993
WATER RIGHT NO(S). 17-02028/17-02030/17-02045/17-07007

This is to certify that: VERN DUFFIN
MARILYN DUFFIN
2142 S 2800 W
ABERDEEN ID 83210

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>
Right No. 17-02028 : IRRIGATION Priority: 07/30/1953	04/15 to 10/15	2.97 CFS	1078.1 AF
Right No. 17-02030 : IRRIGATION Priority: 03/04/1954	04/15 to 10/15	2.08 CFS	402.5 AF
Right No. 17-02045 : IRRIGATION Priority: 07/24/1959	04/15 to 10/15	*4.03 CFS	626.4 AF
Right No. 17-07007 : IRRIGATION Priority: 08/24/1970	04/15 to 10/15	*8.00 CFS	2198.0 AF
	TOTAL:	**16.53 CFS	**4305.0 AF

SOURCE

GROUNDWATER

LOCATION OF POINT(S) OF DIVERSION:

SWSE , Sec. 7, Township 15S, Range 33E
NWNE , Sec. 8, Township 15S, Range 33E
SESW , Sec. 8, Township 15S, Range 33E
NWNW , Sec. 18, Township 15S, Range 33E
ONEIDA County

TRANSFER NO. 4993
WATER RIGHT NO(S). 17-02028/17-02030/17-02045/17-07007

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>
15S	33E	7	NENE 34	NWNE 19	SWNE 40	
			SENE 40	NENW 39	Lot 1(NWNW) 33	
		Lot 2(SWNW)	47	SENE 40	NESW 37	
		Lot 3(NWSW)	35	Lot 4(SWSW) 40	SESW 31	
			NESE 33	NWSE 18	SWSE 39	
			SESE 36			561
		8	NENE 30	NWNE 38	SWNE 40	
			SENE 39	NENW 22	NWNW 39	
			SWNW 40	SENE 40	NESW 18	
			NWSW 40	SWSW 34	SESW 36	
			NESE 14	NWSE 21		451
		17	NENW 35	NWNW 33		68
		18	NENE 34	NWNE 37	NENW 34	
		Lot 1(NWNW)	45			150
Total number of acres irrigated:						***1230

CONDITIONS OF APPROVAL AND REMARKS

1. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
2. The change authorized by this transfer shall be accomplished within one (1) year of the date of this approval.
3. Failure to comply with the conditions of this transfer is cause for the director to issue an order to show cause why the approval of the transfer should not be rescinded.
4. Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.
- **5. The total instantaneous diversion of water from all points of diversion under Transfer No. 4993 shall not exceed 16.53 cfs, nor total combined annual volume of 4305.0 af at the field headgate.
- *6. Right Nos. 17-02045 and 17-07007 when combined shall not exceed the total combined diversion rate of 11.48 cfs.
- ***7. Right No. 17-02028 is limited to the irrigation of 394.0 acres in the place of use described above in a single irrigation season.
- ***8. Right No. 17-02030 is limited to the irrigation of 115.0 acres in the place of use described above in a single irrigation season.
- ***9. Right No. 17-02045 is limited to the irrigation of 385.0 acres in the place of use described above in a single irrigation season.
- ***10. Right No. 17-07007 is limited to the irrigation of 829.0 acres in the place of use described above in a single irrigation season.

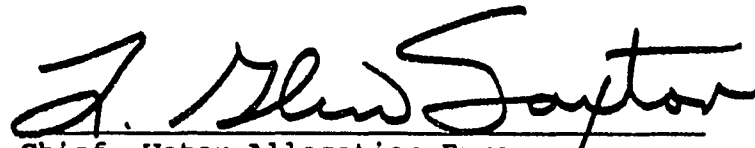
PAGE 3

TRANSFER NO. 4993
WATER RIGHT NO(S). 17-02028/17-02030/17-02045/17-07007

CONDITIONS OF APPROVAL AND REMARKS

- ***11. Right Nos. 17-02028 and 17-02045 shall not exceed the combined irrigation of 487.0 acres in the place of use described above in a single irrigations season.
- ***12. Right Nos. 17-02028 and 17-07007 shall not exceed the combined irrigation of 1022.0 acres in the place of use described above in a single irrigation season.
- ***13. Right Nos. 17-02028, 17-02045 and 17-07007 shall not exceed the combined irrigation of 1115.0 acres in the place of use described above in a single irrigation season.
- 14. The right holder shall cease irrigation of 111.0 licensed acres previously authorized under these rights, and consolidate use of water on the remaining 1230.0 acre pivot system.
- 15. Two points of diversion are located within NWNE, S08, T15S, R33E.

Dated this 10th day of October, 1997.


Chief, Water Allocation Bureau

238-7
7/94
DMD

IDAHO DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

Use Typewriter
or
Ball Point Pen

1. DRILLING PERMIT NO. 17-96-E-0001-400
Other IDWR No. 1702030

2. OWNER:
Name Karen Duffin
Address 21425 Old 3800 W
City Aberdeen State ID Zip 83210

3. LOCATION OF WELL by legal description:
Sketch map location must agree with written location.

N
W
E
S

Twp. 15 North ☐ or South ☒
Rge. 33 East ☒ or West ☐
Sec. 8 1/4 NW 1/4 NE 1/4
Gov't Lot _____ County _____
Address of Well Site _____
(Give at least name of road + Distance to Road or Landmark)
City _____
Lt. _____ Blk. _____ Sub. Name _____

4. PROPOSED USE:
☐ Domestic ☐ Municipal ☐ Monitor ☒ Irrigation
☐ Thermal ☐ Injection ☐ Other _____

5. TYPE OF WORK
☐ New Well ☒ Modify or Repair ☐ Replacement ☐ Abandonment

6. DRILL METHOD
☐ Mud Rotary ☐ Air Rotary ☒ Cable ☐ Other _____

7. SEALING PROCEDURES

SEAL/FILTER PACK			AMOUNT	METHOD
Material	From	To	Sacks or Pounds	

Was drive shoe used? ☐ Y ☐ N Shoe Depth(s) _____
Was drive shoe seal tested? Y ☐ N ☐ How? _____

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Line	Welded	Threaded
14"	0	362	280	Steel	☒	☒	☐	☐
16"	69	180	250	STEEL	☐	☐	☐	☐

Length of Headpipe _____ Length of Tailpipe _____

9. PERFORATIONS/SCREENS
☒ Perforations Method Knife
☐ Screens Screen Type _____

From	To	Slot Size	Number	Diameter	Material	Casing	Line
100	340	3/4"	450			☒	☐
						☐	☐

10. STATIC WATER LEVEL OR ARTESIAN PRESSURE:
42 ft. below ground Artesian pressure _____ lb.
Depth flow encountered _____ ft. Describe access port or control devices: _____

11. WELL TESTS:
☒ Pump ☐ Bailor ☐ Air ☐ Flowing Artesian

Yield gal./min.	Drawdown	Pumping Level	Time

Water Temp. _____ Bottom hole temp. _____
Water Quality test or comments: _____

12. LITHOLOGIC LOG: (Describe repairs or abandonment) Water

Bore Dia.	From	To	Remarks: Lithology, Water Quality & Temperature	Y	N
18	0	69	liner to 69 ft.		
16	69	175	Returned to 16" to 175	☒	
14	0	362			
14	175	200	clay + small gravel		
	200	225	" " "		
	225	230	Gravel - bigger more		
	230	234	" picked up more water	☒	
	234	260	clay with sand + gravel		
	260	265	" " picked up water	☒	
	265	300	more clay less sand + gravel		
	300	320	soft clay + small gravel + sand mixture		
	320	325	Good layer of gravel (Big)	☒	
	325	360	Gravel & sand getting less		
	360	385	Exposing of 2 to 3 ft. of more clay less sand + gravel to straight dry clay layer		

RECEIVED
FEB 29 1996
FEB 22 1996
Department of Water Resources
Department of Water Resources
Eastern District Office

Completed Depth _____ (Measurable)
Date: Started 1-27-95 Completed 2-18-96

13. DRILLER'S CERTIFICATION
I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Firm Name Vollmer Well Drilling Firm No. 333
Firm Official James Hall Date 02/20/96
and
Supervisor or Operator Elgin Limon Date 2-18-96
(Sign once if Firm Official & Operator)

FORWARD WHITE COPY TO WATER RESOURCES

MEMORANDUM

TO: FILE 17-2030

FROM: PAM SKAGGS

RE: TRANSFER # 4993

DATE: 2/7/97

Original Transfer Application, Form and correspondence
regarding the above referenced Transfer is located within
file # 17-2028.



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

October 16, 1997

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

VERN DUFFIN
MARILYN DUFFIN
2142 S 2800 W
ABERDEEN ID 83210

RE: Water Rights 17-02028/17-02030/17-02045/17-07007
(Transfer 4993)

Dear Water Right Holder(s):

Enclosed is the copy of your approved Transfer of Water Rights for the above referenced water rights (Transfer 4993). 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 transfers.

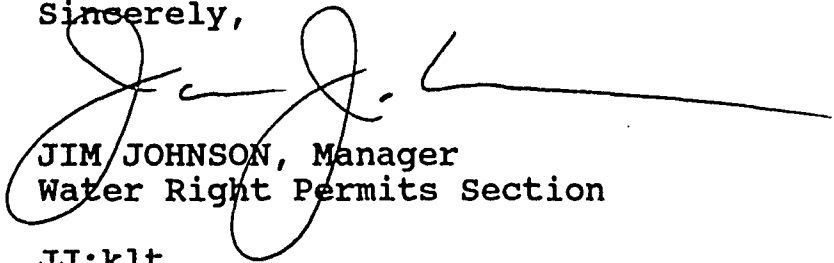
As of July 1, 1996, all water right owners are required to report any change in water right ownership and any change of mailing address to the department.

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

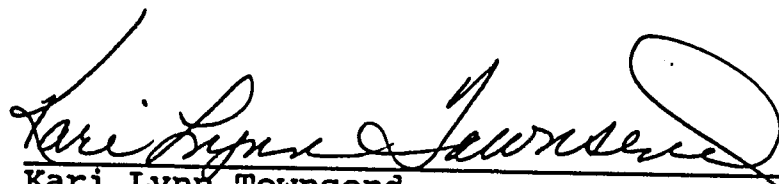
Enclosures

CERTIFICATE OF MAILING

I hereby certify that on the 16th day of October, 1997, I mailed a true and correct copy, postage prepaid, of the foregoing **TRANSFER APPROVAL** to the person(s) listed below:

WATER RIGHTS 17-02028/17-02030/17-02045/17-07007
(Transfer 4993)

VERN DUFFIN
MARILYN DUFFIN
2142 S 2800 W
ABERDEEN ID 83210


Kari Lynn Townsend
Secretary