

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A25-10069
Date Received: 7/25/1988
Receipt No: E000867
Received By: ISM

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: COVINGTON BROS. LTD. 208-522-0406
Address: C/O BRENT COVINGTON
1550 ALICE
IDAHO FALLS, ID 83401

2. Date of Priority: JUL 01, 1985

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04N	40E	27	SW	SW			JEFFERSON

5. Description of diverting works:
WELL, PUMP & PIPELINE. RECHARGE INTO DRY BED.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	4.840		

7. Total Quantity Appropriated is:
4.840 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 484.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	40E	1	NW	SW		IRR	1.0
			SW	SW		IRR	29.0
						Section Acres	30.0

A25-10069

Page 1

Date: 07/25/88

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10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	40E	2	SE	SE		IRR	6.0
						Section Acres	6.0
		11	NE	NE		IRR	33.0
			SE	NE		IRR	35.0
			NE	SE		IRR	36.0
						Section Acres	104.0
		12	NW	NW		IRR	40.0
			SW	NW		IRR	40.0
			NW	SW		IRR	22.0
						Section Acres	102.0
						Total Acres	242.0

11. Place of use in counties: MADISON

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
A01-10011, A25-07106, 01-07087

14. Remarks:
DIRECT OVERLAP WITH A01-10011
SHARED P/D WITH A25-07106
SEE ALSO A01-07006
PRIORITY DATE BASED ON PENDING APPLICATION FOR PERMIT 01-07087

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not ☒ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 2

For Organizations:

I do solemnly swear or affirm that I am general partner of
Covington Bros. Ltd. Title
Organization, that I have signed the foregoing

document in the space below as general partner of
Covington Bros. Ltd. Title
Organization and that the statements contained in the
foregoing document are true and correct.

[Signature]
Signature of Authorized Agent

General Partner, Covington Bros. Ltd.
Title and Organization

8 July 25, 1988
Date

State of Idaho)
County of Bonnerville) SS.

Subscribed and sworn (or affirmed) before me this 25th day
of July 19 88

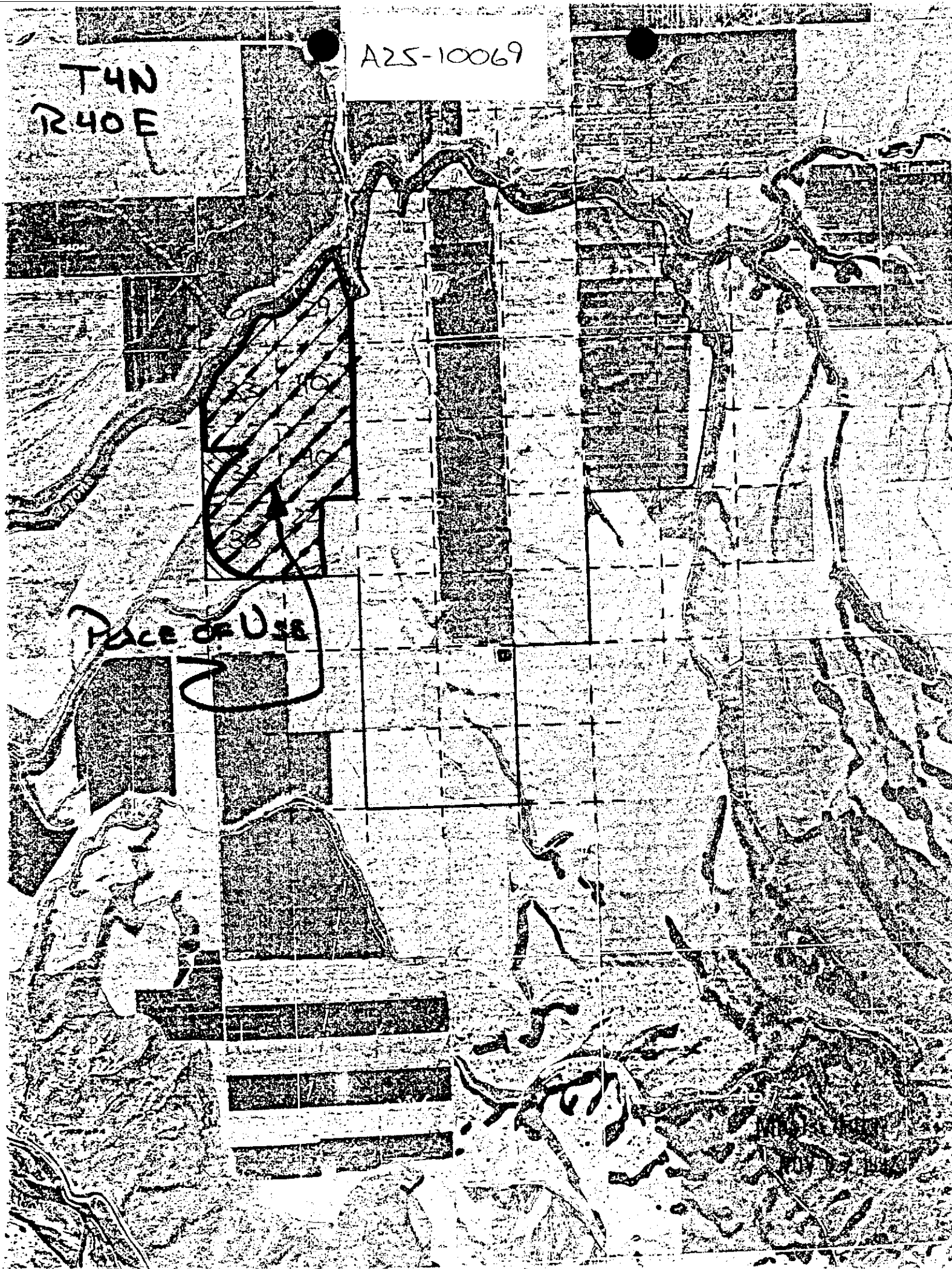
[Signature]
Notary Public

Seal

Residing at Big
My Commission Expires 4-22-1994

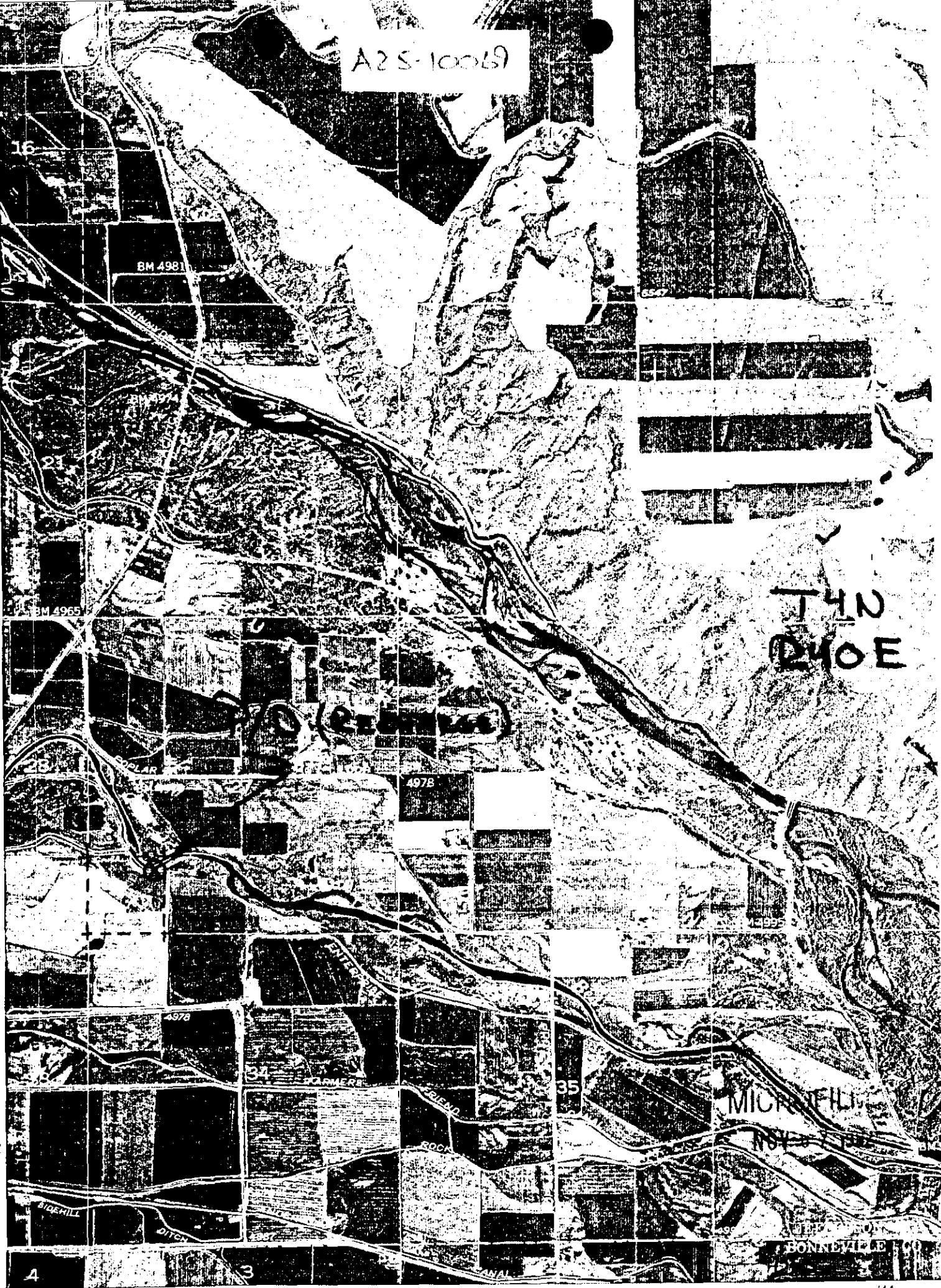
A25-10069

T4N
R40E



A2S-10069

436
435
434
433
432
431
430
N.
N.
30"



T4N
24OE

111° 45' 440 441 442 620000 FEET 42' 30" 444

AJ0749NP
No. A25-10069

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 09/09/99
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	COVINGTON BROS LTD C/O BRENT COVINGTON 1890 NIAGRA IDAHO FALLS ID 83404 (208) 522-0406	07/01/1985	IRRIGATION	04-01 11-01	4.840 CFS	
TOTAL DIVERSION:					4.840 CFS	
CONSUMPTIVE USE:						484.00 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion: T04N R40E S27 SWSW

JEFFERSON County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE				
T	R	S	:	LT	AC	LT	AC	LT	AC	LT	AC	LT	AC	LT	AC	LT	AC	LT	AC	SUM
04N	40E	1	:											01	29					30.0
04N	40E	2	:															06		6.0
04N	40E	11	:	33				35									36			104.0
04N	40E	12	:							40	40			22						102.0
TOTAL ACRES																			242.0	

POU County: MADISON

Other Rights: A01-10011, A25-07106, 01-07087

Remarks: GEN DIRECT OVERLAP WITH A01-10011
SHARED P/D WITH A25-07106
SEE ALSO A01-07006
PRIORITY DATE BASED ON PENDING APPLICATION FOR PERMIT 01-07087
ADDRESS CHANGED PER REQUEST. AJ/09-16-1997

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:
Presumption Flag:

Log for claim 25-10069

Spatial Dynamics CAT

12/27/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
04n40e	1	NWSW	1	1.2	
04n40e	1	SWSW	29	31	
04n40e	2	SESE	6	6.5	
04n40e	11	NESE	36	33	
04n40e	11	SENE	35	37	
04n40e	11	NENE	33	33	
04n40e	12	NWSW	22	29	
04n40e	12	NWNW	40	39	
04n40e	12	SWNW	40	39	
Totals:			242	248.7	

AJ5809NP
No. A25-10069

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 10/26/00
PAGE: 111

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	COVINGTON BROS LTD C/O BRENT COVINGTON 1890 NIAGRA IDAHO FALLS ID 83404 (208) 522-0406	07/01/1985	IRRIGATION	04-01 11-01	4.840 CFS	
TOTAL DIVERSION:					4.840 CFS	
CONSUMPTIVE USE:						484.00 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion: T04N R40E S27 SWSW

JEFFERSON County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE					
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM
04N	40E	1	:											01	29					06	30.0
04N	40E	2	:																		6.0
04N	40E	11	:	33				35										36			104.0
04N	40E	12	:						40	40				22							102.0
																				TOTAL ACRES	242.0

POU County: MADISON

Other Rights: A01-10011, A25-07106, 01-07087

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
25-11535 A25-07106 A25-11535

Other Water Rights Listing Overlapping Place(s) of Use:
A01-07006 A01-10011 A22-10897 A22-10897A A25-07106

Remarks: GEN DIRECT OVERLAP WITH A01-10011
SHARED P/D WITH A25-07106
SEE ALSO A01-07006
PRIORITY DATE BASED ON PENDING APPLICATION FOR PERMIT 01-07087
ADDRESS CHANGED PER REQUEST. AJ/09-16-1997

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

Audit: 07/22/88 MEYER 03/29/95 POST-STD 09/16/97 AJONES

Attention:
Jennifer H.

CHANGE IN ADDRESS

This form is solely for purposes of notifying IDWR of a change in address of an adjudication claim.

☒ Water Right Number(s): A25-07106 * A25-10069

☐ Old Mailing Address: 1550 ALICE

IF ID 83401

☐ New Mailing Address: 1890 NIAGARA ST

IF ID 83404

☐ Telephone Number: SAME

☒ Signature of Claimant: Brenda E. Overman

☒ Date: 9-15-97

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: By:

Further Action Needed:

Further Action Taken

Date: By:

Final Review and Data-Entry

Date: By:

April 25, 1991

NOTICE OF CLAIM A25-10069

Covington Bros. Ltd.
C/O Brent Covington
1550 Alice
Idaho Falls, Id 83401

RE: **Evidence of Priority**

Dear Mr. Covington:

The Notice(s) of Claim identified with the number shown above your name has been filed in the Snake River Basin Adjudication (SRBA). The Notice(s) indicates the water usage is based on "Beneficial Use" or a "Statutory Claim". Water rights of this type are established by the historical use of water, dating back to when water was first used for the purpose claimed, at or on the place of use identified on the Notice. The date the water was first put to use, known as the priority date, has not been confirmed by a License, Decree, or Permit. For this reason, proof must be provided supporting the priority date.

For your reference I have provided a printout of your Notice(s) and the pamphlet entitled "**Evidence of Priority**". The pamphlet describes the types of evidence required and suggests which documents will fulfill this requirement. While I encourage you to read all of the pamphlet, I direct your attention to the two sections entitled "**What Kind of Evidence is Required**" and "**Some Examples of Documents Which May Be Evidence of the Priority Date**".

It is our goal to recommend this historical water rights within the Snake River Basin as accurately as possible. Field exams to verify other items of the Notice(s) have been or soon will be conducted by Department personnel. But, the Department will not recommend the Notice(s) be decreed by the court if no evidence of a priority date is submitted.

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Covington Bros. Ltd.

Page 2

Please submit the required evidence supporting the priority date(s) by **May 28, 1991**, referencing all documents with the corresponding Notice number(s). If you have any questions not covered by this letter or the enclosed pamphlet, please contact this office.

All Notices required to submit this evidence are currently being reviewed for recommendation to the court. Hence, the need for expediency on your part or your agency. every effort should be made to submit this information within 30 days of the date of this letter.

Respectfully submitted,

Ernest Carlsen
Water right Supervisor, Adjudication

EC:sc

Enclosure: Brochure on "Evidence of Priority"
Proof Report

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● MOUNTAIN AG., INC. ●

REXBURG

Remittance Voucher

Date Sept. 23, '82

Customer Account # 7909

Customer Name Lee & Steve Sutton

Address Rt. 3 Box 217
Rexburg, Ida 83440

Customer Check # 474

Date First Security

Bank Drawn On Sept. 23, '82

DISTRIBUTION		
Cash	5000.00	
AR		5000.00
	MAY 16 1981	
		MICROFILM
		NOV 07 1982

MODERN PRINTING, INC.

Nº R 080



MOUNTAIN AG., INC.

REXBURG

Remittance Voucher

Date Sept 23 82

Customer Account # 7909

Customer Name Lee & Steve Sutton

Address Route 3 Box 217
Rebburg, Ida 83440

Customer Check # 732

Date Sept. 23

Bank Drawn On First Security

DISTRIBUTION		
Cash	5000.00	
AR		5000.00

MODERN PRINTING INC.

MICROFILM
Nº R NOV 07 1992



MOUNTAIN AG., INC.

REXBURG

Remittance Voucher

Date May 20, 1983

Customer Account # 7909

Customer Name Liz Sutton

Address Route 3 Box 217

Rexburg, Idaho

Customer Check # 129

Date May 19, 1983

Bank Drawn On Idaho First - Idaho 70120

DISTRIBUTION		
1000	\$7500 ⁰⁰	
1110		\$7500 ⁰⁰

WESTERN PRINTING INC

Nº R 156

MICROFILM

NOV 17 1982



MOUNTAIN AG., INC.

REXBURG

Remittance Voucher

Date May 20, 1983

Customer Account # 7909

Customer Name Steve Sutton

Address Route 3 Box 218

Rexburg, Idaho

Customer Check # 317

Date May 19, 1983

Bank Drawn On Sidaho First - Idaho Falls

DISTRIBUTION		
1000	\$ 7500 ⁰⁰	
1110		\$ 7500 ⁰⁰

WELSH PRINTING, INC.

Nº RICH8FIL

NOV 07 1982



MOUNTAIN AG., INC.

REXBURG

Remittance Voucher

Date 11/15/82

Customer Account # 7951

Customer Name W. J. ...

Address Box 217

Rocky Mountain

Customer Check # 552

Date 11/15/82

Bank Drawn On First National

DISTRIBUTION		
CASH	62,000.00	
AP		62,000.00

WIDEAN PRINTING, INC.

N^o MICROFILM
R 108
NOV 67 1982



MOUNTAIN AG., INC.

REXBURG

Remittance Voucher

Date 9/12/1992

Customer Account # 7909

Customer Name Steve Sutter

Address Box 3

Reynolds, ID 83436

Customer Check # 791

Date November 3

Bank Drawn On Wells Fargo

DISTRIBUTION		
CASH	162,000.00	
AP		162,000.00

MODERN PRINTING INC

No. **R 109** MICROFILM
NOV 6 7 1992

STEVE SUTTON
LEE SUTTON 356-6392

WANTED: MASTER PLAN FOR CENTRAL PIVOTS TO COVER
THE COVINGTON PLACE. PIVOTS 1-3 TO BE BID NOW.

GIVEN:

200 H.P. PUMP AT RESERVOIR. SEE MAP.

ANALYSIS:

Q =

PK. CONSUMPTIVE USE FOR POTATOES

.28" / DAY

$$\frac{.28}{(.053)(.82)} = 6.44 \text{ GPM/AC.}$$

PIVOT #

#1	6.44 X 135 AC. = 869	SAY 870 GPM
#2	6.44 X 156 AC X 1.18 M. =	1185 SAY 1180 GPM
#3	6.44 X 153 AC X 1.18 M. =	1162 GPM SAY 1160 GPM
#4	6.44 X 163 AC X 1.12 M. =	1175 GPM SAY 1170 GPM
#5	6.44 X 197 AC = 1268	SAY 1270 GPM
#6	6.44 X 167 AC = 1076	SAY 1075 GPM
#7	6.44 X 100 AC = 644	SAY 640 GPM X 1.10 = 704
#8	6.44 X 176 AC = 1133	SAY 1130 GPM X 1.10 = 1243

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MAINLINE

* EASTERN RUN TO SERVICE NOS 4, 6, 8 (RUN 4 AND 8 TOGETHER)

STA	STA	L	Q	SIZE	HL/1000	HL	CONT	CONT.	EL	TOTAL	VELOC.
0+00	16+91	1691	2413	12"	10	17	5660	5610	-50	-33	6.8
16+91	50+94	3403	1243	10"	7	24	5610	5600	-10	14	5
50+94	86+42	3548	1243	10"	7	25	5600	5483	-117	-92	5
										-111	

* NORTHERN RUN TO SERVICE NOS 3, 5, 7 (RUN 3 AND NO. HOURS)

0+00	14+70	1470	1919	12" ST	13	25	5660	5550	-110	-85	—
14+70	41+93	2723	1919	12"	7	19	5550	5540	-10	9	5.5
41+93	55+55	1362	1919	12"	7	10	5540	5460	-80	-70	5.5
55+55	75+35	1980	759	8"	13	26	5460	5465	+5	31	5
75+35	81+95	660	432	8"	3	2	5465	5465	—	2	3
81+95	88+55	660	182	6" AL	3	2	5465	5435	-30	-28	—
88+55	95+15	660	52	6" AL	1	1	5435	5380	-55	-54	—
										-280	
										-195	

5555	68+74	1319	1160	10"	6	8	5460	5435	-25	-17	4.8
			*	8"	20	26			-25	1	6.8
NORTH RUN MAX											

0+00-	55+55	-146
55+55	68+74	-17
		-129

* SOUTHERN RUN TO PIVOT #1

0+00	16+30	1630	870	10"	4	7	5660	5580	-80	-73	3.5
				8"	11	18			-80	-62	5.4

SOUTHERN RUN TO PIVOT #2

0+00	6+60	660	1180	10"	7	5	—	—			
------	------	-----	------	-----	---	---	---	---	--	--	--

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3

NEW PUMP FOR PIVOT #1 & #4

TDM-

PPSI PIVOT #1

$$11 + 20 + 5 + \frac{120}{2.31} = 88 \text{ psi}$$

THIS WOULD MEAN PSI VARIATIONS
MAX PSI A WEST SIDE 157 PSI
THIS WOULD REQUIRE DOUBLE PSI REGULATORS

LIFT 10'
PPSI 88 = 203'
ML/LOSS -73
MECH EL 13
MISC 5
158

$$\frac{(870)(158)}{3960(.8)} = 43.4 \text{ HP}$$

FOR PIVOT #1

60HP 12 RM
WOULD BE 125'
@ 870

PPSI PIVOT #4

$$23 + 20 + 5 + \frac{55}{2.31} = 72 \text{ psi}$$

LIFT 10'
PPSI 72 166
ML/LOSS -33
MECH EL 13
MISC 5

$$\frac{(1170)(160)}{3960(.8)} = 59 \text{ HP}$$

161 SAY 160

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NOV 6 1982

ESTIMATE & AGREEMENT

IRRIGATION ENGINEERING
PUMPS, MAINLINES
& SPRINKLERS

MOUNTAIN AG., INC.

P.O. BOX 905 — HIGHWAY 39 WEST
BLACKFOOT, IDAHO 83221
PHONE (208) 785-6500

LOCKWOOD CENTER PIVOTS
POTATO, BEET, DRY
EDIBLE BEAN EQUIPMENT

Nº 712

TO	DATE	COMPLETION DATE
Lee Sutton Steve Sutton	September 11, 1982	
BID: WE HEREBY PROPOSE TO FURNISH MATERIAL AND LABOR TO COMPLETE THE WORK OUTLINED HEREIN FOR THE SUM OF:		
DOLLARS \$		
PAYMENT TO BE MADE AS FOLLOWS:		
WE HEREBY SUBMIT SPECIFICATIONS AND BID FOR:		

QUANTITY	STOCK NUMBER OR DESCRIPTION	AMOUNT
	Center Pivot #1	
	Pumping Station	
1	60 H.P. Aurora Pump to do 870 GPM @ 195' TDH (81%) and 1170 GPM @ 160' TDH (83.5%) 15' TDL 3 Stage 12 RM Bowl	
1	Set Pump	
1	60 H.P. Panel with:	
	Lightning arrester, Surge capacitor, Disconnect	
1	Sump with Stinger and Screen Installed	
	Sub Total Pumping Station	\$ 8,695 00
	Wire	
5250'	#2 Power Cable -	
3500'	#4 Ground and control	
	Sub Total Wire	\$ 1,663 00
	Mainline	
	Pump Tie-in (Set up for future pivot to the north) with:	
1	10" Wye Tee	
1	8" S.L. Valve	
2	8" Gooseneck	
2	8" Starter Coupler	
	Misc.	
1	Surge Unit	
	Pivot Tie-in	

Sub Total

- 1 Describe Trade-in, if any.
- 2 If Seller is to deliver or install material and circumstances are encountered which increase such costs, these additional costs will be added to the balance due and be paid by Purchaser. Seller is granted permission to clear terrain to install material and will backfill any digging, but will not be required to restore trees, grass or other cover to the backfill.

- 3 () Seller () Purchaser shall install the material. The same shall be delivered by Seller to Purchaser at _____ and be installed and remain on the following real property (Use legal desc: e. g. SE 1/4, NE 1/4, Sec 8 Twp 3 N. R 42 EBM).

- 4 Balance Payable () in cash payable on or before _____ 13 _____

MAILED
NOV 17 1982

Balance

ESTIMATE & AGREEMENT

IRRIGATION ENGINEERING
PUMPS, MAINLINES
& SPRINKLERS

MOUNTAIN AG., INC.

P.O. BOX 905 — HIGHWAY 39 WEST
BLACKFOOT, IDAHO 83221
PHONE (208) 785-6500

LOCKWOOD CENTER PIVOTS
POTATO, BEET, DRY
EDIBLE BEAN EQUIPMENT

Nº 713

TO	DATE	COMPLETION DATE
Lee Sutton Steve Sutton	September 11, 1982	
BID WE HEREBY PROPOSE TO FURNISH MATERIAL AND LABOR TO COMPLETE THE WORK OUTLINED HEREIN FOR THE SUM OF		
DOLLARS \$		
Page 2		
WE HEREBY SUBMIT SPECIFICATIONS AND BID FOR:		
PAYMENT TO BE MADE AS FOLLOWS:		

QUANTITY	STOCK NUMBER OR DESCRIPTION	AMOUNT
2	Thrust Blocks	
1660'	8" x 160 PSI PVC	
1660'	Installation	
1	Pump Out	
	Sub Total Mainline	\$ 8,310 00
	Center Pivot #1	
1	1310' Lockwood Model 2265 Center Pivot - Ten Tower Basic Machine	
	All 6 5/8" pipe. With:	
	Pivot Flex	
	Booster Pump for End Gun ?	
	Nelson 100 End Gun	
	2- Running Lights	
	Pre Selected Stop	
	Low Temperature Shut Down	
	Low Pressure Shut Down	
	Double Pressure Regulators (two at every outlet)	
	10 sets H1 Flotation Tires	
	H1-Speed Gearboxes	
	Extra Heavy Duty 6" Wheel Gearboxes	
1	Pivot Pad	
	Freight, Installation, Wiring	
	Disconnect	
	Sub Total Center Pivot	\$ 38,241 00

- Describe Trade-in, if any.
- If Seller is to deliver or install material and circumstances are encountered which increase such costs, these additional costs will be added to the balance due and be paid by Purchaser. Seller is granted permission to clear terrain to install material and will backfill any digging, but will not be required to restore trees, grass or other cover to the backfill.
- () Seller () Purchaser shall install the material. The same shall be delivered by Seller to Purchaser at _____ and be installed and remain on the following real property (Use legal desc.: e. g. SE 1/4, NE 1/4, Sec 8 Twp 3 N, R 42 EBM) _____
- Balance Payable () in cash payable on or before _____ 19____

Sub Total

Trade-in
Cash With
With Order

Sales Tax

Balance

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ESTIMATE & AGREEMENT

IRRIGATION ENGINEERING
PUMPS, MAINLINES
& SPRINKLERS

MOUNTAIN AG., INC.

P.O. BOX 905 — HIGHWAY 39 WEST
BLACKFOOT, IDAHO 83221
PHONE (208) 785-6500

LOCKWOOD CENTER PIVOTS
POTATO, BEET, DRY
EDIBLE BEAN EQUIPMENT

Nº 723

TO	DATE	COMPLETION DATE
Lee Sutton	September 11, 1982	
Steve Sutton	BID. WE HEREBY PROPOSE TO FURNISH MATERIAL AND LABOR TO COMPLETE THE WORK OUTLINED HEREIN FOR THE SUM OF	
	DOLLARS \$	
Page 3	PAYMENT TO BE MADE AS FOLLOWS	
WE HEREBY SUBMIT SPECIFICATIONS AND BID FOR		

QUANTITY	STOCK NUMBER OR DESCRIPTION	AMOUNT
	For 142 Drop Pipe - Galvanized Schedule 40 Pipe. Installed add \$1,508.00.	
	Center Pivot #2	
	Mainline	
	Tie-in	
1	10" Wye Tee	
1	10" Gooseneck	
2	Thrust Blocks	
2	10" Starter Couplers	
1	Pump Out	
660'	8" x 100 PSI PVC	
660'	Installation	
1	Beraud Pressure Regulating Solenoid Operating Valve	
	Pivot Tie-in	
	Sub Total Mainline	\$ 4,367 00
	Wire	
4443'	#2 Power Cable	
1481'	#1 Ground Cable	
	Rip in power cable with client's tractor	
1	Disconnect	
	Sub Total Wire	\$ 1,558 00

- Describe Trade-in, if any.
- If Seller is to deliver or install material and circumstances are encountered which increase such costs, these additional costs will be added to the balance due and be paid by Purchaser. Seller is granted permission to clear terrain to install material and will backfill any digging, but will not be required to restore trees, grass or other cover to the backfill.
- () Seller () Purchaser shall install the material. The same shall be delivered by Seller to Purchaser at _____ and be installed and remain on the following real property (Use legal desc.-e. g. SE 1/4, NE 1/4, Sec 8 Twp 3 N, R 42 EBM) _____
- Balance Payable: _____ in cash payable on or before _____ 19____.

Sub Total

MICHOFFILL

Cash Paid
With Order
NOV 17 1982
Sales Tax

Balance

Term purchase agreement payable in _____ consecutive (monthly/quarterly/annual) installments commencing _____ 19____.
on Seller's standard purchase money security agreement, on such financing terms as the parties agree, but the SPECIAL TERMS AND CONDITIONS on the _____

ESTIMATE & AGREEMENT

IRRIGATION ENGINEERING
PUMPS, MAINLINES
& SPRINKLERS

MOUNTAIN AG., INC.

P.O. BOX 905 — HIGHWAY 39 WEST
BLACKFOOT, IDAHO 83221
PHONE (208) 785-6500

LOCKWOOD CENTER PIVOTS
POTATO, BEET, DRY
EDIBLE BEAN EQUIPMENT

No 715

TO	DATE	COMPLETION DATE
Lee Sutton Steve Sutton	September 11, 1982	
BID: WE HEREBY PROPOSE TO FURNISH MATERIAL AND LABOR TO COMPLETE THE WORK OUTLINED HEREIN FOR THE SUM OF		
DOLLARS \$		
Page 4	PAYMENT TO BE MADE AS FOLLOWS	
WE HEREBY SUBMIT SPECIFICATIONS AND BID FOR:		

QUANTITY	STOCK NUMBER OR DESCRIPTION	AMOUNT
	Center Pivot #2	
1	1301' Lockwood Model 2265 Center Pivot - Nine Tower Basic Machine.	
	All 6 5/8" pipe - With Flexspan Corner System with:	
	Pivot Flex	
	Booster Pump for End Gun	
	Nelson 100 End Gun	
2	Running Lights	
	Pre Selected Stop	
	Low Temperature Shut Down	
	Low Pressure Shut Down	
	Pressure Regulators	
	10 Sets Hi-Flotation Tires	
	Hi-Speed Gearboxes	
	Extra Heavy Duty 6" Wheel Gearboxes	
	Non Rodent Wire	
1	Pivot Pad	
	Freight, Installation, Wiring	
	Install Perimeter Wire With Clients Tractor	
	Disconnect	
	Sub Total irrigator center Pivot #2	\$ 49,704.00
	For Drops - Schedule 40 3/4" Galvanized Heavy Duty Installed	
	Add \$1,873.00 to the above.	

- 1 Describe Trade-in, if any.
- 2 If Seller is to deliver or install material and circumstances are encountered which increase such costs, these additional costs will be added to the balance due and be paid by Purchaser. Seller is granted permission to clear terrain to install material and will backfill any digging, but will not be required to restore trees, grass or other cover to the backfill.
- 3 (1) Seller (1) Purchaser shall install the material. The same shall be delivered by Seller to Purchaser at _____ and be installed and remain on the following real property (Use legal description: SE 1/4, NE 1/4, Sec 8 Twp 3 N, R 42 EBM).
- 4 Balance Payable (1) in cash payable on or before _____ 19____.

Sub Total

Trade-in
Mish Paid
With Order

Sales Tax

Balance

ESTIMATE & AGREEMENT

IRRIGATION ENGINEERING
PUMPS, MAINLINES
& SPRINKLERS

MOUNTAIN AG., INC.

P.O. BOX 905 — HIGHWAY 39 WEST
BLACKFOOT, IDAHO 83221
PHONE (208) 785-6500

LOCKWOOD CENTER PIVOTS
POTATO, BEET, DRY
EDIBLE BEAN EQUIPMENT

No 716

TO	DATE	COMPLETION DATE
Lee Sutton Steve Sutton	September 11, 1982	
BID WE HEREBY PROPOSE TO FURNISH MATERIAL AND LABOR TO COMPLETE THE WORK OUTLINED HEREIN FOR THE SUM OF		
DOLLARS \$		
PAYMENT TO BE MADE AS FOLLOWS		

Page 5

WE HEREBY SUBMIT SPECIFICATIONS AND BID FOR

QUANTITY	STOCK NUMBER OR DESCRIPTION	AMOUNT
	Center Pivot #3	
	North Mainline	
	Tie into existing mainline	
	Misc.	
3480'	12" x 160 PSI PVC	
2640'	8" x 160 PSI PVC North	
1320'	8" x 160 PSI PVC To Pivot	
1	Heavy Duty Hi Capacity Surge Unit for 8" Line at Pivot	
7440'	Installation of PVC Pipe	
18	8" x 32" Riser Valves @ 150' cc	
14	12" x 32" Riser Valves @ 150' cc	
5	Thrust Blocks	
1	6" Solenoid Pressure Regulating Valve <i>Bernie</i>	
	Road Crossing with 60' of 16" Culvert	
1	12" Elbow x 90	
1	12" x 8" x 8" Tee	
1	12" Starter Coupler	
1	End Surge Unit	
1	High PSI Switch at Pump	
6	Pump Outs	
9	12" x 4" Plugged Tees	
	Sub Total North Mainline	\$ 49,915 00

- Describe Trade-in, if any.
- If Seller is to deliver or install material and circumstances are encountered which increase such costs, these additional costs will be added to the balance due and be paid by Purchaser. Seller is granted permission to clear terrain to install material and will backfill any digging, but will not be required to restore trees, grass or other cover to the backfill.
- () Seller () Purchaser shall install the material. The same shall be delivered by Seller to Purchaser at _____ and be installed and remain on the following real property. (Use legal description: e.g. SE 1/4, NE 1/4, Sec 8 Twp 3 N, R 42 EBM)
- Balance Payable: () cash payable on or before _____ 19____

Sub Total

MICROFILM
Cash Paid
With Order

NOV 7 1982

Balance

19____
Seller's standard purchase money security agreement on such financing terms as the parties agree, but the SPECIAL TERMS AND CONDITIONS on the back of this agreement shall govern. Points and back end of such purchase

ESTIMATE & AGREEMENT

IRRIGATION ENGINEERING
PUMPS, MAINLINES
& SPRINKLERS

MOUNTAIN AG., INC.

P.O. BOX 905 — HIGHWAY 39 WEST
BLACKFOOT, IDAHO 83221
PHONE (208) 785-6500

LOCKWOOD CENTER PIVOTS
POTATO, BEET, DRY
EDIBLE BEAN EQUIPMENT

Nº 718

TO	DATE	COMPLETION DATE
Lee Sutton Steve Sutton	September 11, 1982	
BID: WE HEREBY PROPOSE TO FURNISH MATERIAL AND LABOR TO COMPLETE THE WORK OUTLINED HEREIN FOR THE SUM OF _____ DOLLARS \$		
Page 6	PAYMENT TO BE MADE AS FOLLOWS:	
WE HEREBY SUBMIT SPECIFICATIONS AND BID FOR:		

QUANTITY	STOCK NUMBER OR DESCRIPTION	AMOUNT
	Wire	
	#2 Power Cable	
	#1 Ground Cable	
	Rip in power cable with client's tractor	
	Disconnect	
	Sub Total Wire	\$ 1,558.00
	Center Pivot #3	
1	1301' - Lockwood Model 2265 Center Pivot - Nine Tower Basic Machine	
	All 6 5/8" pipe. With Flexspan Corner System with:	
	Pivot Flex	
	Booster Pump for End Gun	
	Nelson 100 End Gun	
2	Running Lights	
	Pre Selected Stop	
	Low Temperature Shut Down	
	Low Pressure Shut Down	
	Pressure Regulators	
10 Sets	Hi-Flotation Tires	
	Hi Speed Gearboxes	
	Extra Heavy Duty 6" Wheel Gearboxes	
	Non Rodent Wire	
1	Pivot Pad	
	Freight, Installation, Wiring	

- Describe Trade-in if any.
- If Seller is to deliver or install material and circumstances are encountered which increase such costs, these additional costs will be added to the balance due and be paid by Purchaser. Seller is granted permission to clear terrain to install material and will backfill any digging, but will not be required to restore trees, grass or other cover to the backfill.
- (1) Seller (1) Purchaser shall install the material. The same shall be delivered by Seller to Purchaser at _____ and be installed and remain on the following real property (Use legal desc-e.g. SE 1/4 NE 1/4, Sec 8 Twp 3 N. R 42 EBM).
- Balance Payable: _____ in cash payable on or before _____ 19____.

Sub Total

Trade-in
MICROFILM
With Order

NOV 6 7 1982

Balance

When purchase agreement pay in _____ consecutive monthly/quarterly/annually installments commencing _____ 19____.
Seller's standard purchase money security agreement, on such financing terms as the parties agree, but the SPECIAL TERMS AND CONDITIONS on the _____ and the effort between the parties, and this agreement shall be incorporated into and be a part of such purchase agreement.

IRRIGATION ENGINEERING
PUMPS, MAINLINES
& SPRINKLERS

MOUNTAIN AG., INC.

P.O. BOX 905 — HIGHWAY 39 WEST
BLACKFOOT, IDAHO 83221
PHONE (208) 785-8500LOCKWOOD CENTER PIVOTS
POTATO, BEET, DRY
EDIBLE BEAN EQUIPMENT

Nº 719

TO Lee Sutton Steve Sutton	DATE September 11, 1982	COMPLETION DATE
BID: WE HEREBY PROPOSE TO FURNISH MATERIAL AND LABOR TO COMPLETE THE WORK OUTLINED HEREIN FOR THE SUM OF: _____ DOLLARS \$		
Page 7		
WE HEREBY SUBMIT SPECIFICATIONS AND BID FOR:		
PAYMENT TO BE MADE AS FOLLOWS:		

QUANTITY	STOCK NUMBER OR DESCRIPTION	AMOUNT
	Install Perimeter Wire with Client's Tractor	
	Disconnect	
	Sub Total Center Pivot Irrigator #3	\$ 49,704 00
	For Drops - Schedule 40 3/4" Galvanized Heavy Duty Installed	
	Add \$1,873.00 to the above.	
	Misc.	
	High PSI Switch for Pump which Supplies #2 Pivot	\$490 00
	GRAND TOTAL	\$ 214,205 00
		1873
		216079
		49915
		166163
		- 1873
		- 1000
		\$ 163,290

1. Decent Trade-in Policy
2. If Seller is to deliver, install material and circumstances are encountered which increase such costs, then additional costs will be added to the balance due and be paid by Purchaser. Seller is granted permission to clear terrain to install material and will backfill any digging, but will not be required to restore trees, grass or other cover to the backfill.

3. Seller (or Purchaser) shall install the material. The same shall be delivered by Seller to Purchaser at _____ and be installed and remain on the following real property (Use legal description: SE 1/4, NE 1/4, Sec 8 Twp. 3 N, R 42 EBM).

4. Balance Payable _____ in cash payable on or before _____ 19____.

5. Any price increases between Seller and its suppliers on any materials, machine, hire or labor listed herein which occur between the date hereof and date of delivery to Purchaser will be passed on to and paid by Purchaser. This order shall not be binding on Seller until accepted and signed by a duly authorized agent of Seller and this order may be modified or rescinded only by a writing signed by both parties or their duly authorized agents.

6. Any price increases between Seller and its suppliers on any materials, machine, hire or labor listed herein which occur between the date hereof and date of delivery to Purchaser will be passed on to and paid by Purchaser. This order shall not be binding on Seller until accepted and signed by a duly authorized agent of Seller and this order may be modified or rescinded only by a writing signed by both parties or their duly authorized agents.

7. Purchaser agrees that title and risk of loss to materials sold hereunder pass to Purchaser at Seller's (or carrier's) place of business immediately upon identification of the material to the agreement and prior to delivery to or installation at Purchaser's premises, and confirms that the material will be used by him, directly and personally, in the production of the property to which it is being applied, and that all terms and blanks were filled in prior to signing this order.

8. Purchaser warrants the trade-in to be free of all liens and encumbrances; that he has read this Estimate and Agreement in its entirety, both front and back pages and attachments, if any, and has received a true and correct copy hereof; that his signature hereon makes this offer on his part to purchase the material, that if this offer is accepted by Seller by signature hereon, he has read, understands and agrees to all of the terms and conditions hereof, including but not limited to the SPECIAL TERMS AND CONDITIONS on the reverse side and item 5 above, and that all terms and blanks were filled in prior to signing this order.

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION. ALL OF THE TERMS, CONDITIONS AND PROVISIONS ON THE REVERSE SIDE FORM A PART HEREOF.

MOUNTAIN AG., INC.

Dated this 11th day of Sept 1982

By

Purchaser

Residence

Residence

This estimate void after 20 days from date unless accepted by Purchaser's Signature