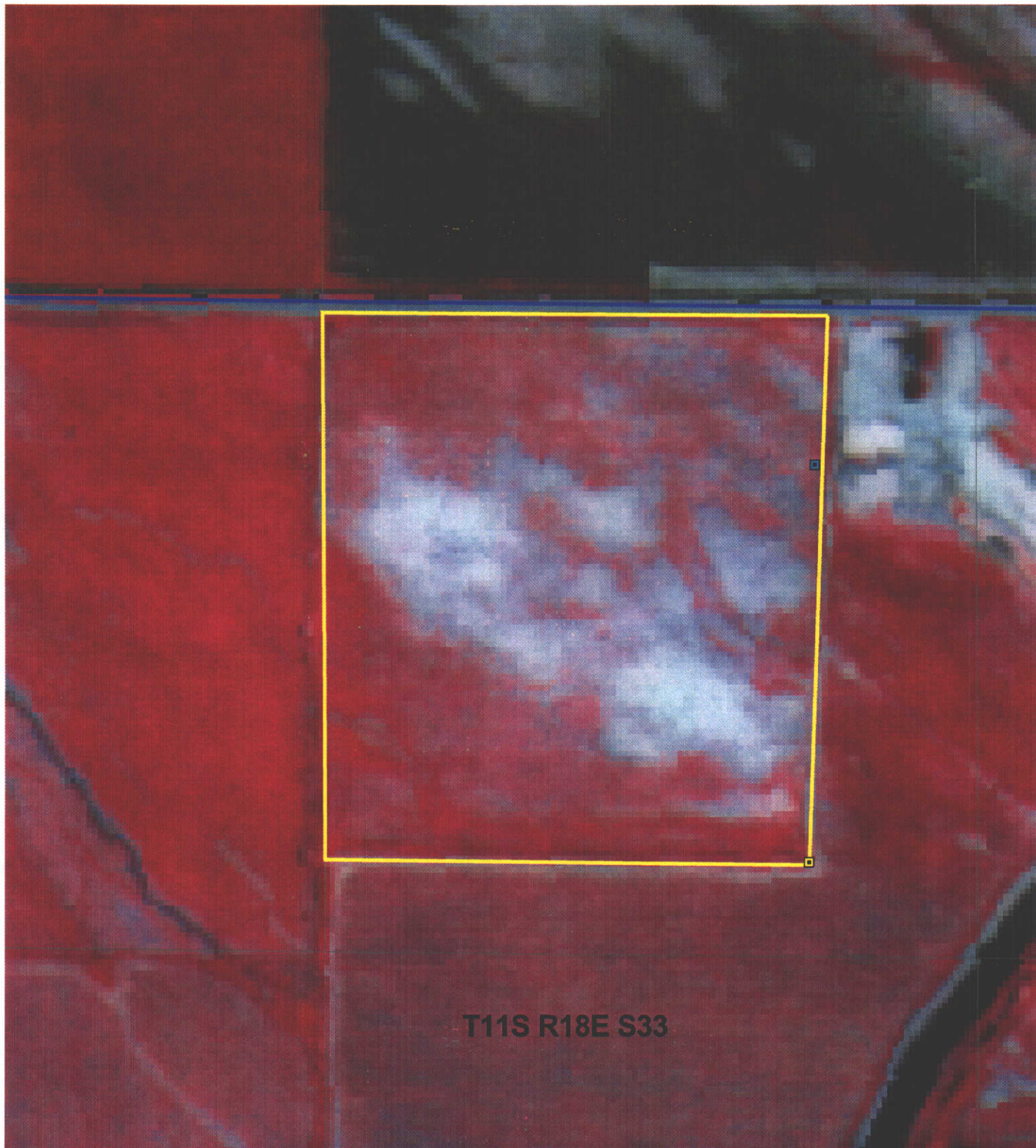




T11S R18E S33

330 0 330 660 Feet

-  Subject Property
-  Point(s) of Diversion
-  Section Lines
-  Quarter/Quarter Lines

47-16794



DJONES, 6/7/01

RECEIVED

JUN 07 2001

Department of Water Resources
Southern Region

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 47-16794

Date Received: 6/7/01

Receipt No:

Received By:

5024021
D Jones

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

JOSEPH H LYMAN
4027 N CANYON RIDGE DR
TWIN FALLS ID USA 83301

Phone: (208)734-5643

SYLVIA LYMAN
4027 N CANYON RIDGE DR
TWIN FALLS ID USA 83301

Phone: (208)734-5643

2. Date of Priority: 06/01/1920

3. Source: UNNAMED DRAIN Trib. to: ROCK CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
11S	18E	33	SE NW NE	TWIN FALLS	

5. Description of diverting works:

DITCH, GRAVITY FLOW

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/15	10/15	0.5	

7. Total Quantity Appropriated is:
0.5 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot	Use	Acres
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11S

18E 33

NW NE

IRRIGATION

25

Section Acres 25

Total Acres 25

11. Place of use in counties: TWIN FALLS

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

13. Other Water Rights Used:

14. Remarks:

6/7/01, DJ: PORTION OF ORIGINAL CLAIM 47-13238 IN NAME OF BILL BROCKMAN.

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: 1 **For Individuals:**

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

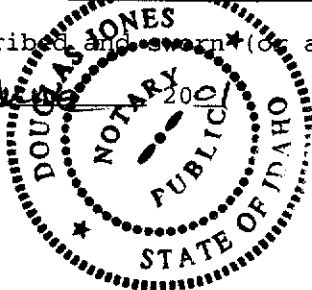
Signature of Claimant(s): Joseph H. Luman Date: 6-7-01

Date:

State of Idaho

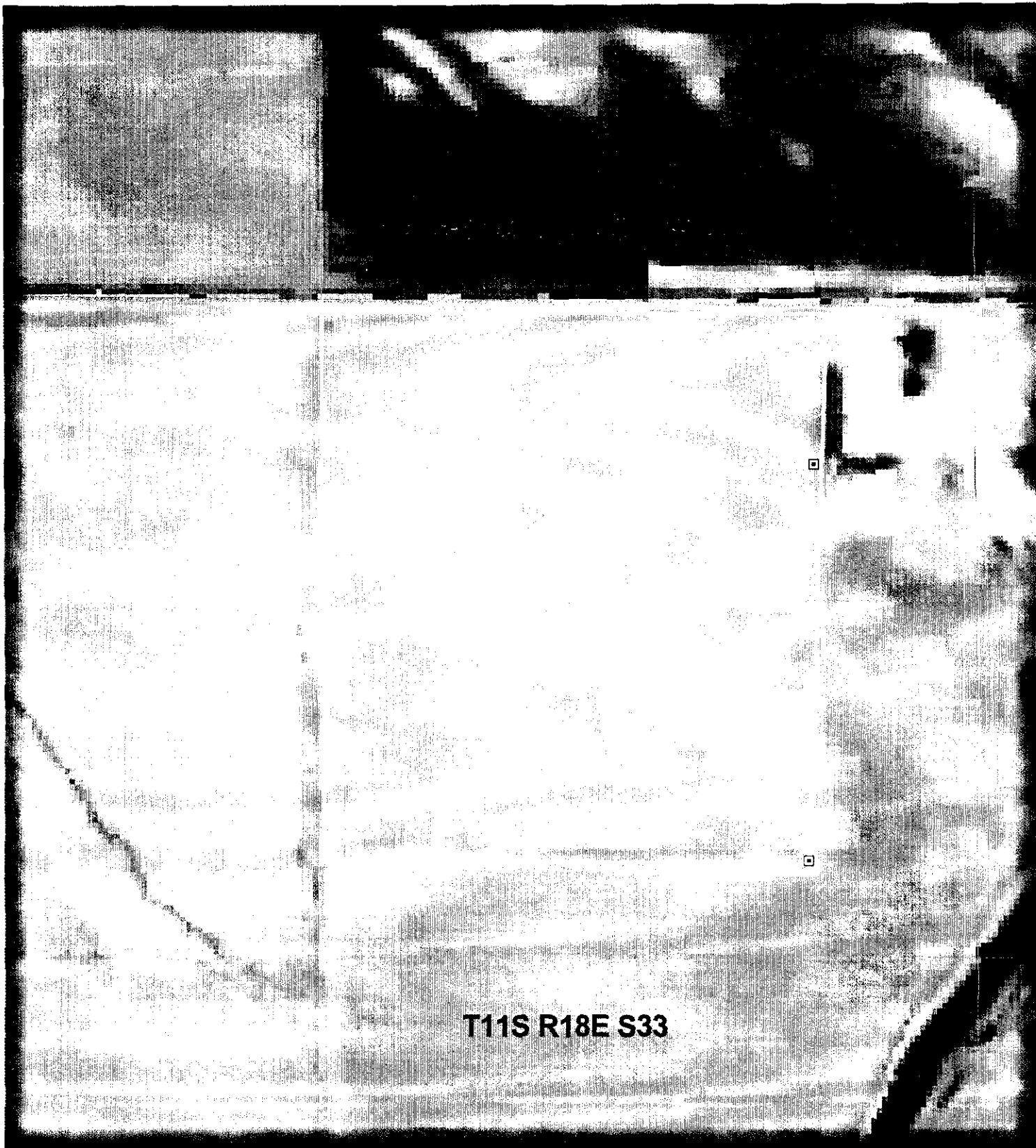
County of Twin Falls) SS.

Subscribed and sworn* (or affirmed) before me this

of 7th day

7th day
Douglas Jones
Notary Public

Residing at Buhl, IDMy commission Expires 8/8/2001



T11S R18E S33

330 0 330 660 Feet

-  Subject Property
-  Point(s) of Diversion
-  Section Lines
-  Quarter/Quarter Lines

47-16794



DJONES, 6/7/01

CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 13 day of February, 1997, by and between RODNEY HOPWOOD and CAROL HOPWOOD, husband and wife, hereinafter referred to as "Sellers," and JOSEPH H. LYMAN and SYLVIA LYMAN, husband and wife, hereinafter referred to as "Buyers."

For and in consideration of the covenants and agreements herein contained it is hereby agreed as follows:

1. Property. Sellers agree to sell to the Buyers, and Buyers agree to buy from the Sellers the real property in Twin Falls County, Idaho, described as follows:

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

Section 33: A tract of land located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ more particularly described as follows:3

Commencing at the Northeast corner of said Section 33;
THENCE North 89°31'48" West a distance of 1594.70 feet
along the Northerly boundary of said Section 33 to
the TRUE POINT OF BEGINNING;

THENCE South 00°37'11" West a distance of 245.57 feet;

THENCE South 6°17'25" West a distance of 214.29 feet;

THENCE South 2°30'18" West a distance of 543.80 feet;

THENCE South 15°32'42" East a distance of 123.64 feet;

THENCE North 84°55'03" West a distance of 191.97 feet;

THENCE North 89°31'21" West a distance of 843.35 feet to
a point on the Westerly boundary of said NE $\frac{1}{4}$;

THENCE North 00°47'21" West a distance of 1105.78 feet
to the North Quarter Corner of said Section 33;

THENCE South 89°31'48" East a distance of 1066.56 feet
along the Northerly boundary of said Section 33 to
the TRUE POINT OF BEGINNING.

SUBJECT TO: Twin Falls County Highway Right of Way

AND SUBJECT TO: An easement for the purpose of ingress, egress and public utilities over a 25.00 feet wide strip of land lying adjacent to and Westerly from the following described boundary:

Commencing at the Northwest corner of said Northeast Quarter;

THENCE South 89°31'48" East a distance of 1066.56 feet along the Northerly boundary of said NE¼ to the TRUE POINT OF BEGINNING;

THENCE South 00°37'11" West a distance of 245.57 feet;

THENCE South 6°17'25" West a distance of 214.29 feet;

THENCE South 2°30'18" West a distance of 543.80 feet;

THENCE South 15°32'42" East a distance of 123.44 feet to the Southerly terminus of said easement.

Together with all improvements thereon, including water and minerals rights if any are appurtenant thereto.

2. Purchase Price. Buyers agree to pay to the Sellers the sum of FORTY-FIVE THOUSAND and NO/100 DOLLARS (\$45,000.00), payable as follows:

(a) \$15,000.00 on closing, including the earnest money heretofore paid by Buyers to Sellers.

(b) \$30,000.00, together with interest thereon at 8% per annum from February 14, 1997, payable \$732.39 per month, with the first payment due March 15, 1997, and a like installment on the 1st day of each month until the balance is paid in full plus interest.

3. Escrow and Deed. Coincident with the execution of this Contract, the Sellers are executing a Warranty Deed conveying the premises to the Buyers, which Warranty Deed will be delivered together with a copy of this Contract and the papers hereinafter mentioned, to TitleFact, Inc., as escrow agent to collect the payments under this Contract and to deliver said Deed and other escrow papers to the Buyers when all of said payments have been made. The opening escrow fee and all subsequent escrow fees shall be divided equally between the parties hereto.

4. Water Rights. Sellers agree to transfer to the Buyers, 25 inches of water from the water right designated as A47-

13238 in the records of the Department of Water Resources of the State of Idaho.

5. Land Bank Mortgage. Sellers will apply all payments received under this Contract, after deducting selling expenses, to the Land Bank Mortgage herein described, and will obtain a release of the property subject to this Contract from said mortgage before the final payment is made under this Contract.

6. Title Insurance. It is agreed by and between the parties hereto that the Sellers shall furnish at their expense, a policy of title insurance insuring Buyers' title in the above-described premises in the amount of \$45,000.00, free and clear of all liens and encumbrances except taxes for the year 1997 and subsequent years, and the Mortgage to the Federal Land Bank of Spokane recorded as Instrument No. 805507, records of Twin Falls County, Idaho, as modified by Modification recorded as Instrument No. 1993-004062, records of Twin Falls County, Idaho.

7. Noxious Weeds and Fertility of Soil. It is agreed by and between the parties that Buyers have examined the premises and are relying on such inspection and not upon any representation, claims or warranties of the Sellers as to the fertility of the soil, existence or nonexistence of noxious weeds.

8. Items to be Apportioned. Real property taxes for 1997 shall be paid by the Buyers

9. Ditch. Sellers will cause the ditch across the property subject to this Contract to be piped to the property of the adjoining property owner who owns the balance of the water