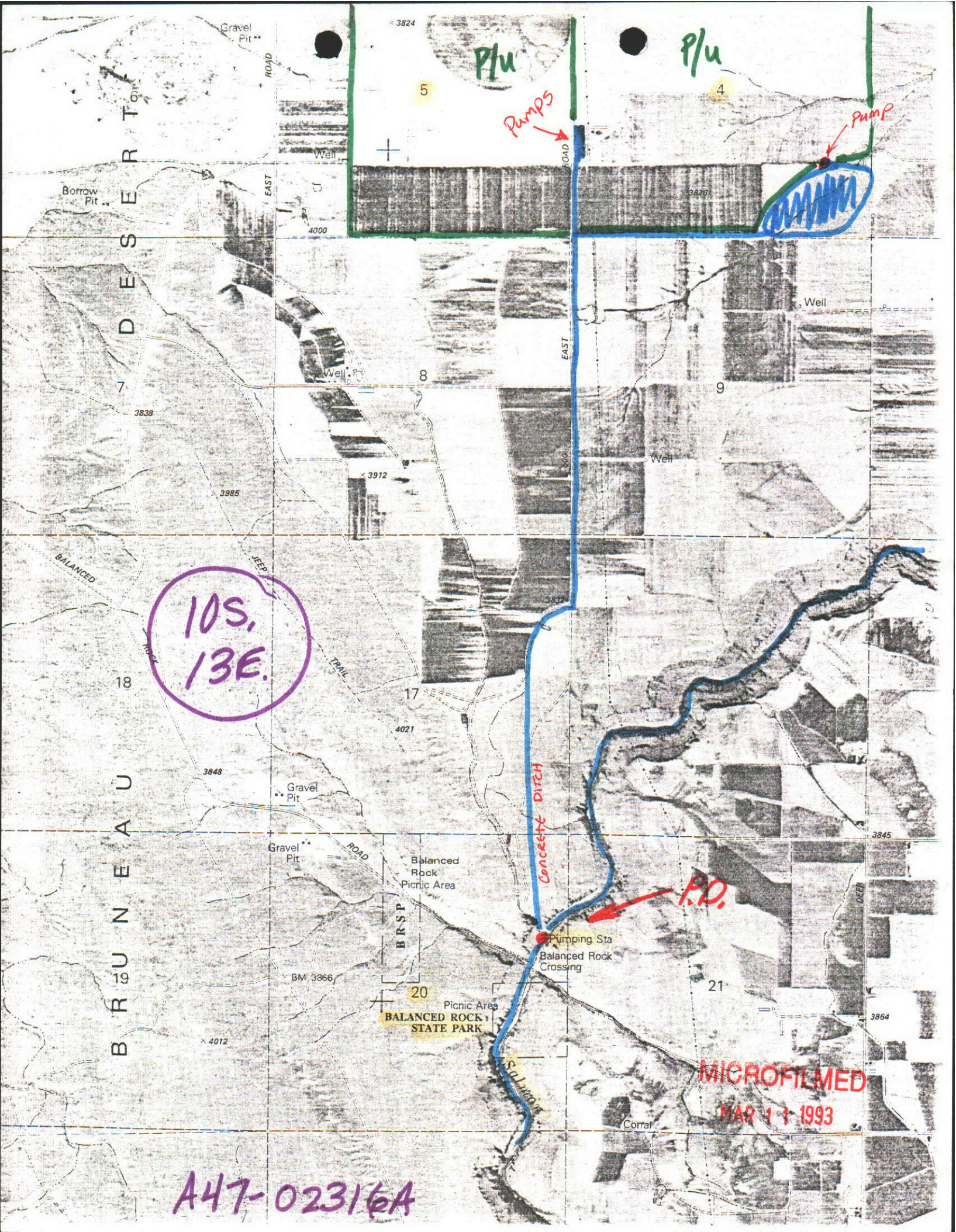




10S.
13E.

Pumps

Pump

Concrete Ditch

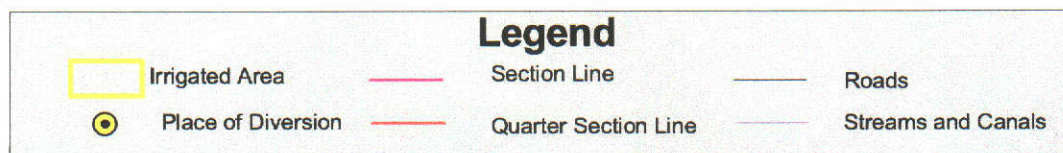
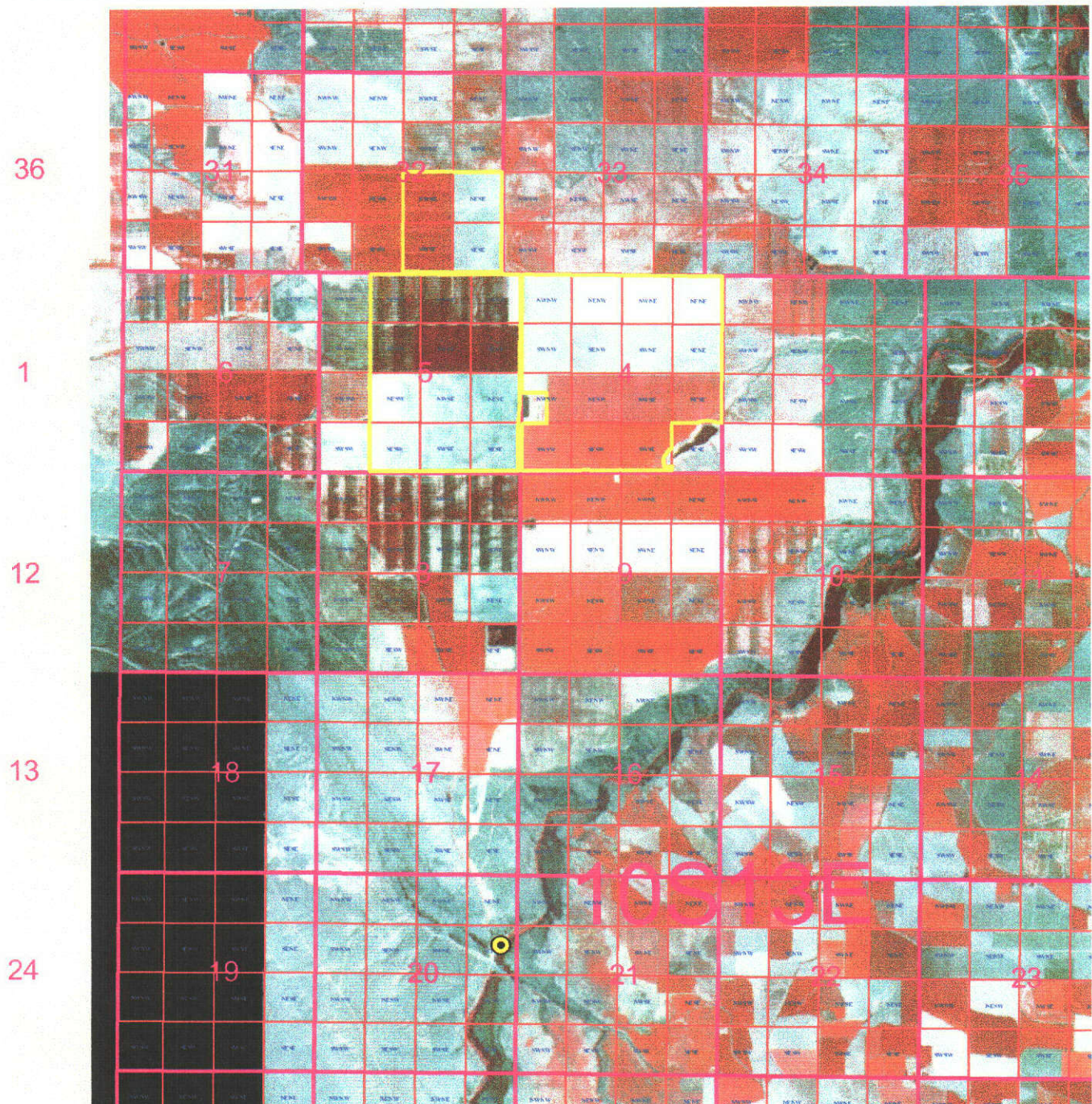
P.D.

MICROFILMED
MAR 11 1993

A47-02316A

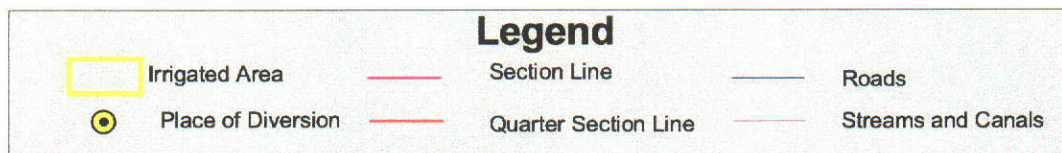
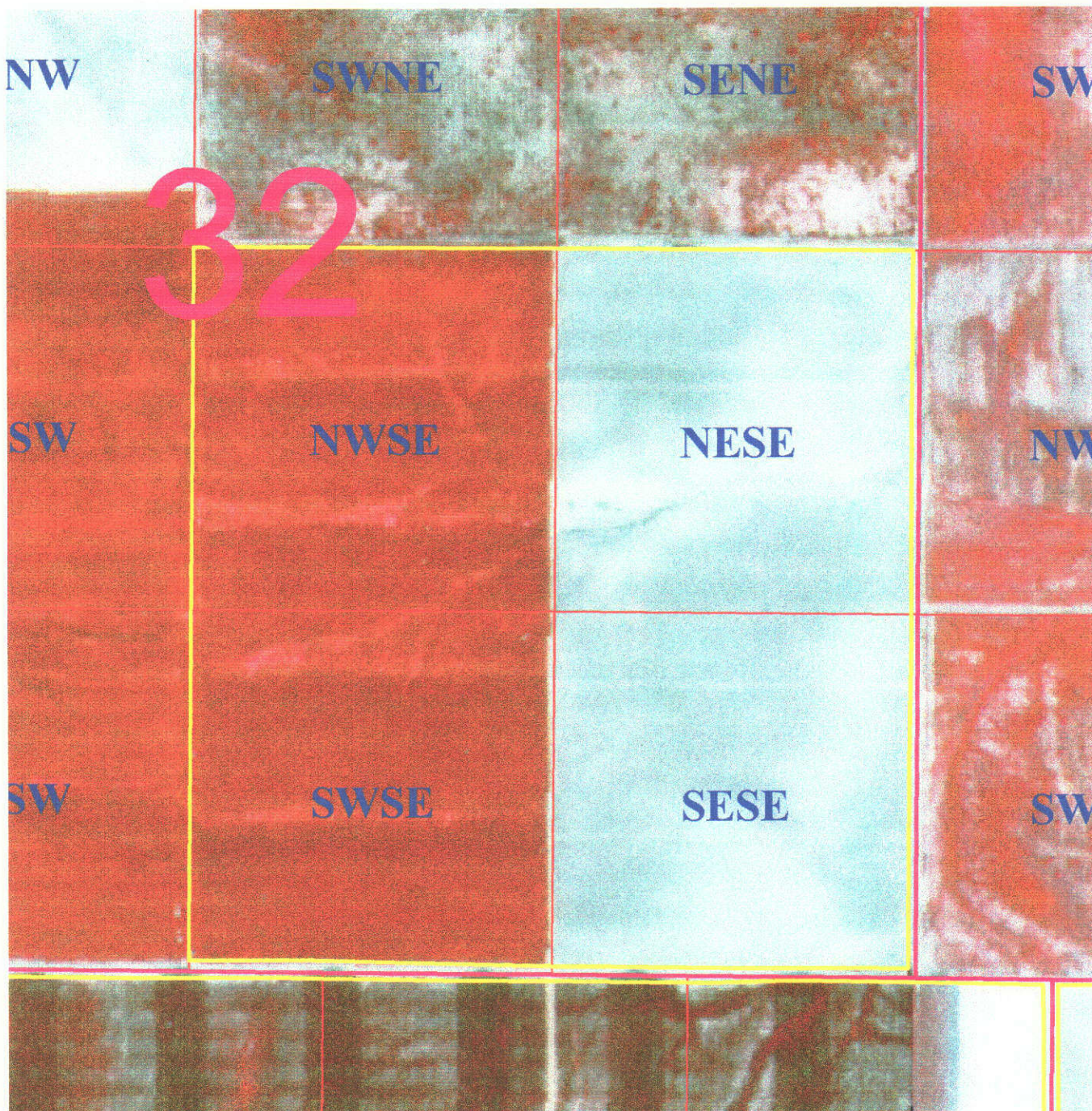
Water Right Claim Number 47-02316A
Townships , 9S13E, 10S13E

02/15/2001



Water Right Claim Number 47-02316A
Townships , 9S13E, 10S13E

02/15/2001



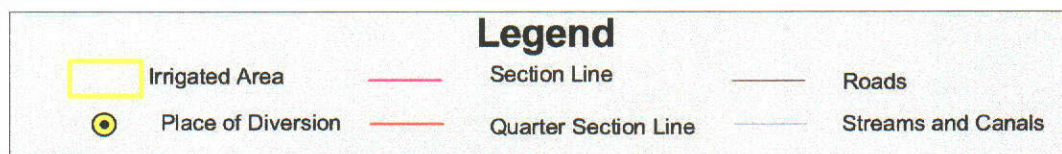
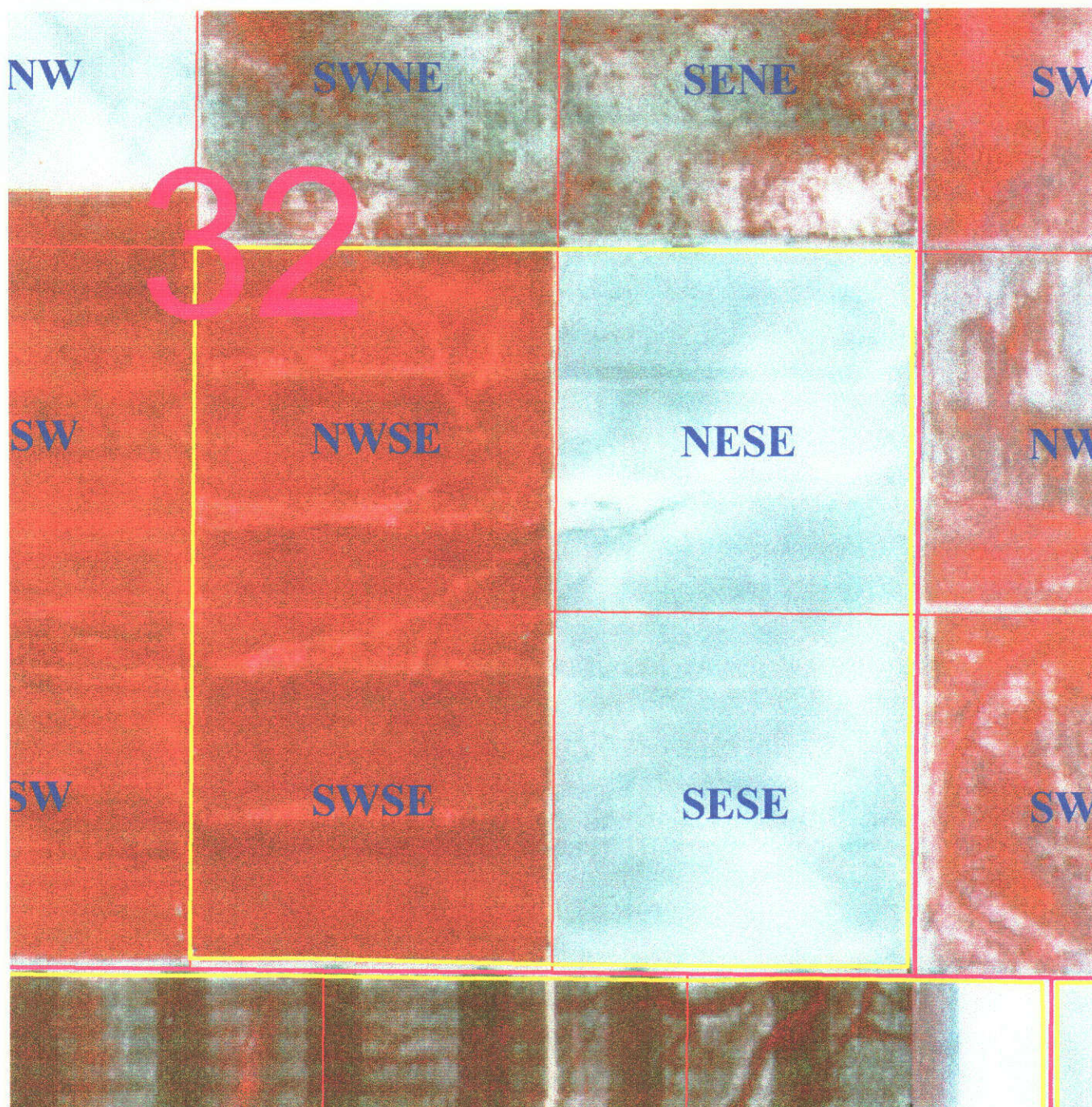
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 SPATIAL
DYNAMICS

Water Right Claim Number 47-02316A
Townships , 9S13E, 10S13E

02/15/2001



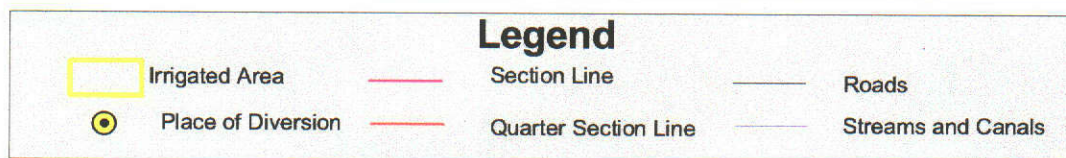
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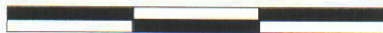
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DYNAMICS

Water Right Claim Number 47-02316A
Townships , 9S13E, 10S13E

02/15/2001



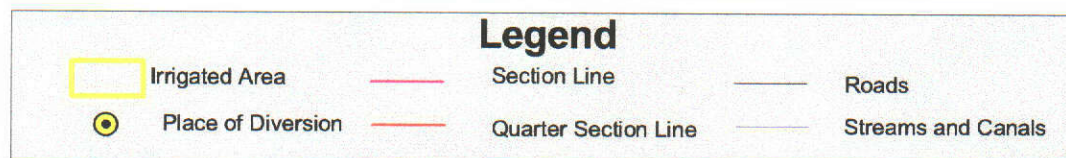
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 SPATIAL
DYNAMICS

Water Right Claim Number 47-02316A
Townships , 9S13E, 10S13E

02/15/2001

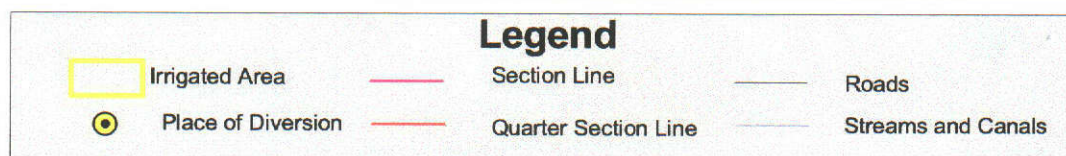
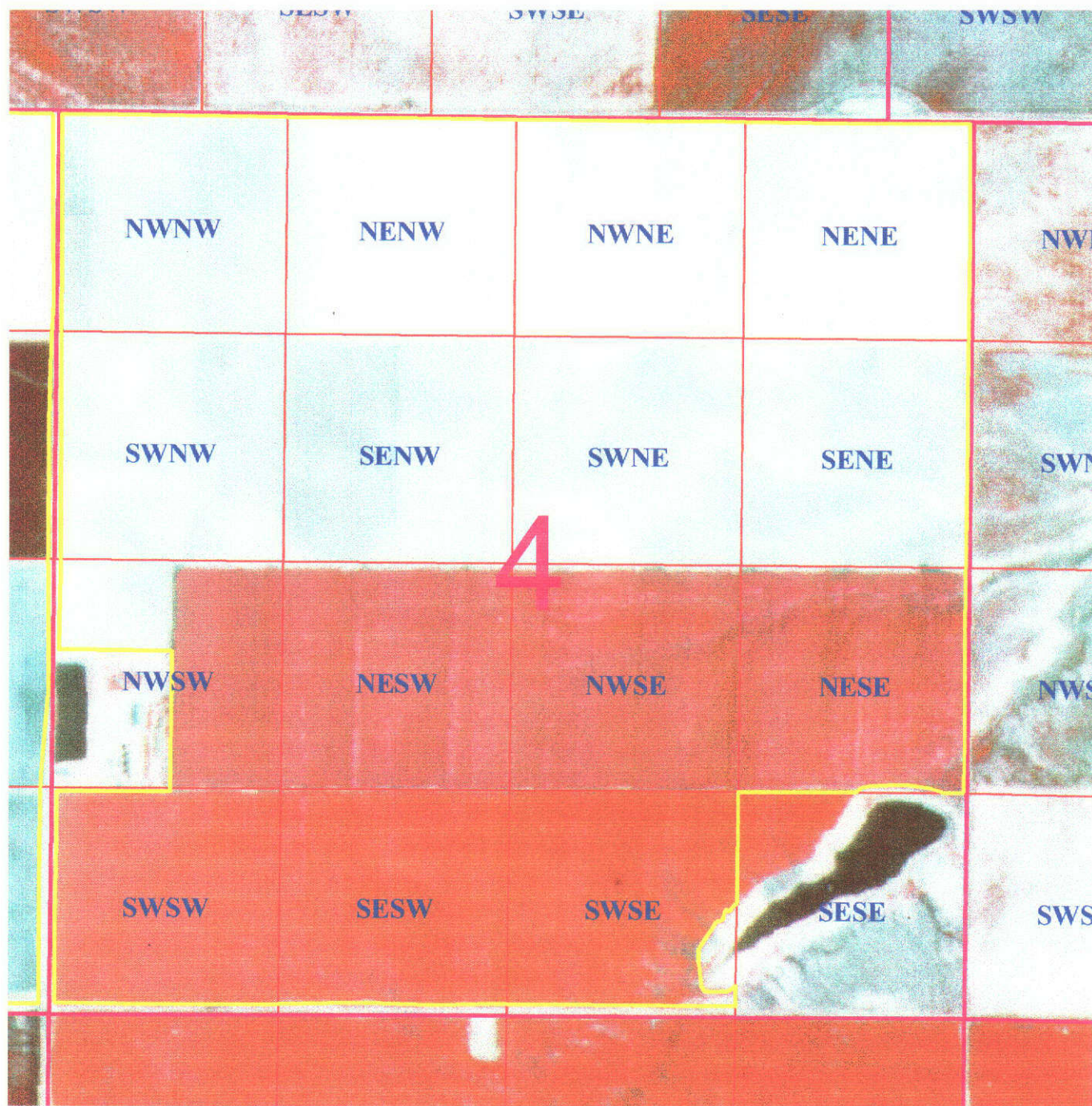


600 0 600 1200 Feet

SPATIAL DYNAMICS

Water Right Claim Number 47-02316A
Townships , 9S13E, 10S13E

02/15/2001



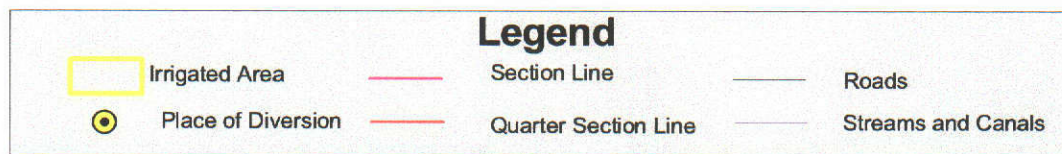
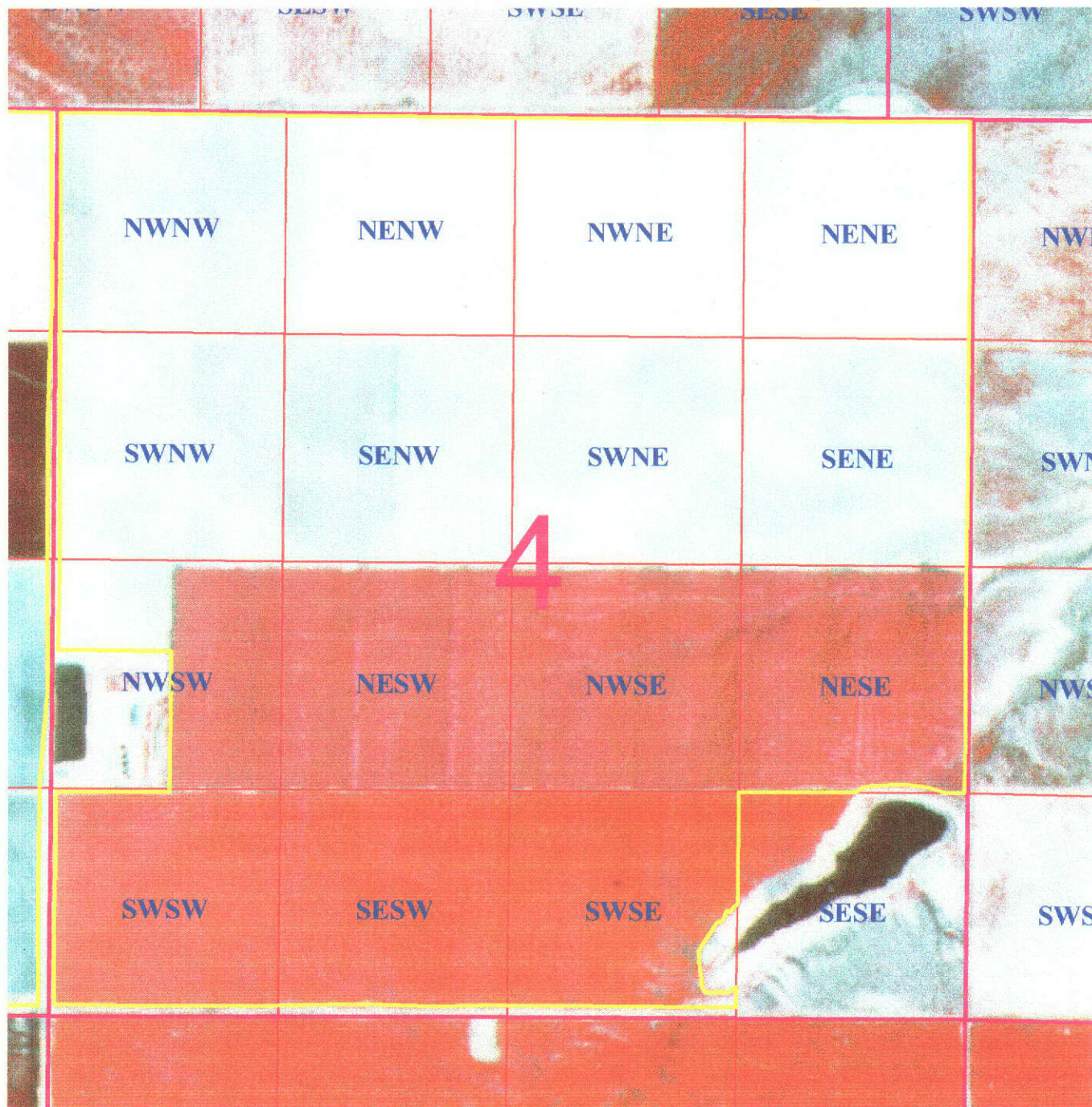
600 0 600 1200 Feet



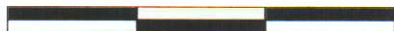
 SPATIAL
DYNAMICS

Water Right Claim Number 47-02316A
Townships , 9S13E, 10S13E

02/15/2001



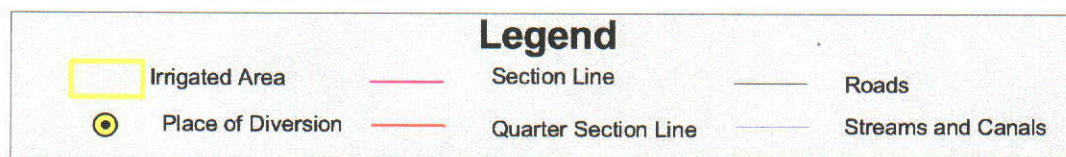
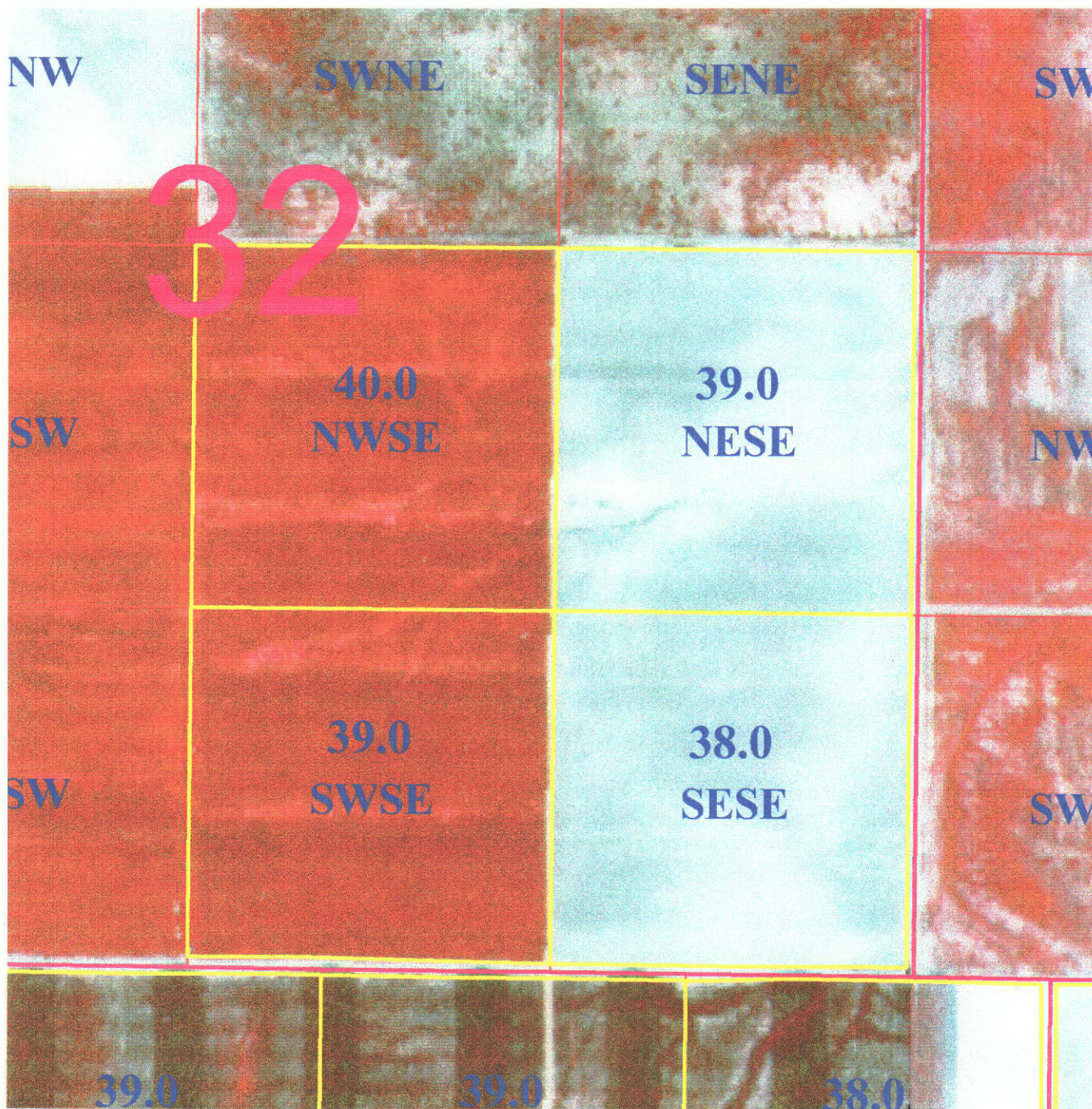
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SPATIAL
DYNAMICS

Water Right Claim Number 47-02316A
Townships , 9S13E, 10S13E

02/15/2001



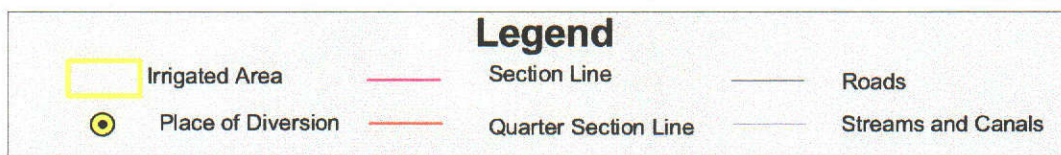
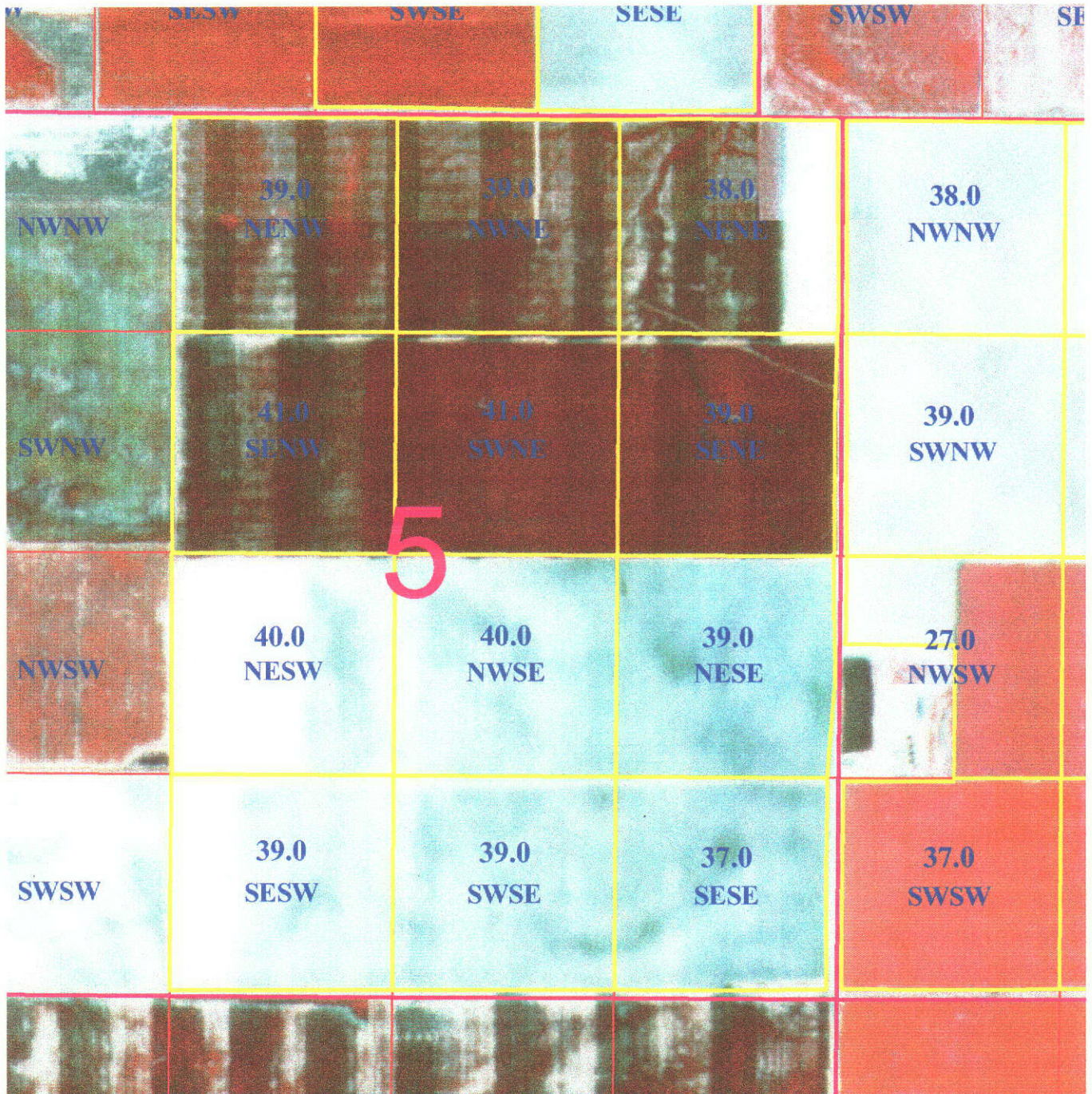
400 0 400 800 Feet



SPATIAL
DYNAMICS

Water Right Claim Number 47-02316A
Townships , 9S13E, 10S13E

02/15/2001



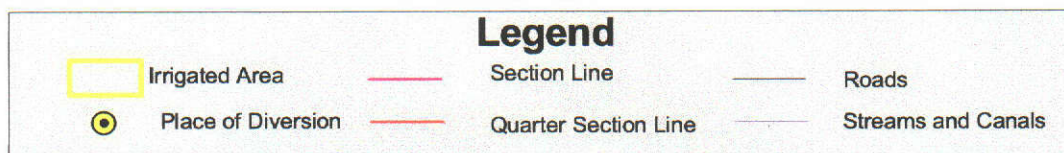
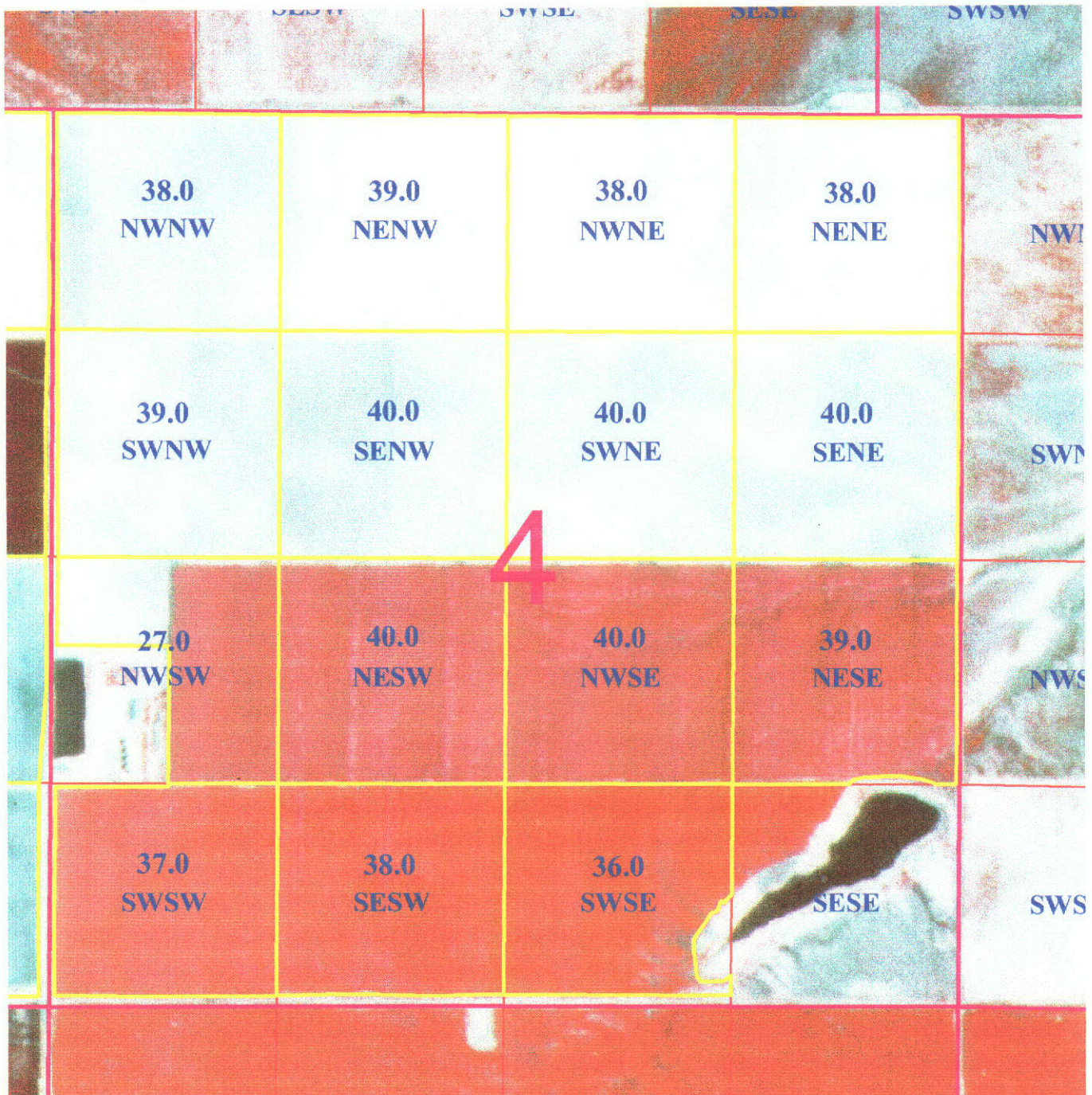
600 0 600 1200 Feet



SPATIAL DYNAMICS

Water Right Claim Number 47-02316A
Townships , 9S13E, 10S13E

02/15/2001



600 0 600 1200 Feet



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: A47-02316A
Date Received: 12/22/1988
Receipt No: S004988
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: DRISCOLL BROTHERS PARTNERSHIP 208-226-2168
Address: 2250 S 3200 W
ABERDEEN ID 83210

2. Date of Priority: JAN 12, 1959

3. Source: LITTLE SALMON FALLS CREEK Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
10S	13E	20	NE	SE	NE		TWIN FALLS

5. Description of diverting works:

2-300 HP & 1-400 HP PUMPS, PIPELINE TO CONCRETE CANAL, RES., SPRIN

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	10.500		

7. Total Quantity Appropriated is:

10.500 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 2139.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
09S	13E	32	NE	SE		IRR	40.0
			NW	SE		IRR	40.0
			SW	SE		IRR	40.0
			SE	SE		IRR	40.0

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	160.0
10S	13E	4	NE	NE	1	IRR 39.0
			NW	NE	2	IRR 39.0
			SW	NE		IRR 40.0
			SE	NE		IRR 40.0
			NE	NW	3	IRR 39.0
			NW	NW	4	IRR 39.0
			SW	NW		IRR 40.0
			SE	NW		IRR 40.0
			NE	SW		IRR 40.0
			NW	SW		IRR 36.0
			SW	SW		IRR 40.0
			SE	SW		IRR 40.0
			NE	SE		IRR 40.0
			NW	SE		IRR 40.0
			SW	SE		IRR 40.0
					Section Acres	592.0
		5	NE	NE		IRR 39.0
			NW	NE		IRR 39.0
			SW	NE		IRR 40.0
			SE	NE		IRR 40.0
			NE	NW		IRR 39.0
			SE	NW		IRR 40.0
			NE	SW		IRR 40.0
			SE	SW		IRR 40.0
			NE	SE		IRR 40.0
			NW	SE		IRR 40.0
			SW	SE		IRR 40.0
			SE	SE		IRR 40.0
					Section Acres	477.0
					Total Acres	1229.0

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:

A47-02353, A47-07252, A47-04099, APPL.#47-07708.

14. Remarks:

DECREE GIVEN LIC. NO.

WR IS LIMITED TO USE ON 713 ACRES AS ORIGINALLY DECREED BUT
WATER IS COMBINED WITH OTHER WR AND USED IN ONE SYSTEM OVER
ENTIRE P/U LISTED.

1/28/97 TF; OWNERSHIP CHANGED WRIGHT TO DRISCOLL BROS.

15. Basis of Claim: DECREED

Water Right Number: 27711

Case Number:

Court :

Decree date: 2/ 2/1967

JOHN E. KELLER. ET AL
Decree Plaintiff

MAGIC WATER CO. INC., ET AL
vs Decree Defendant



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

March 9, 2000

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

ATTN DEANNA L CURRY
IDAHO AGRICULTURAL CREDIT ASSOCIATION
AMERICAN FALLS BRANCH
PO BOX 300
AMERICAN FALLS ID 83211

RE: SRBA Claim(s) 47-02316A, 47-02353, 47-02369,
47-02374, 47-02376, 47-02377, 47-02379, 47-02419,
47-04015, 47-04099, 47-04174, 47-04205, 47-07040,
47-07252, 47-07565, 47-07569, 47-07615, 47-07618

Dear Deanna,

This letter is confirmation that Idaho Agricultural Credit Association has been added to our records as 'lienholder' on the Driscoll Brothers Partnership adjudication claims listed above. Should you have any questions or need further assistance, please feel free to contact this office.

Sincerely,

A handwritten signature in cursive script that reads "Trish Fawcett".

Trish Fawcett
Technical Records Specialist

Enc.

cc: Driscoll Brothers Partnership

A 47-02316A



American Falls Branch
127 Idaho
P.O. Box 300
American Falls, ID 83211
Bus: 208/226-5251
Toll Free: 1-800-831-5143
Fax: 208/226-5063

RECEIVED

FEB 22 2000

Department of Water Resources
Bozeman, Mont.

February 16, 2000

Idaho Dept. of Water Resources – Southern Region
1341 Fillmore, Suite 200
Twin Falls, ID 83301-3380

Dear Trish,

Please find enclosed a copy of the recorded Real Estate Mortgage between Driscoll Brothers, A Partnership and Idaho Agricultural Credit Association f.k.a. Eastern Idaho Agricultural Credit Association. We are providing a copy of the mortgage as proof of security interest in the following Water License #'s: 47-02353, 47-02369, 47-02374, 47-02376, 47-02377, 47-02379, 47-02419, 47-04205, 47-04174, 47-07040, 47-07565, 47-07615, 47-07618, 47-02316A, 47-04015, 47-04099, 47-07252, and 47-07569. Please acknowledge Idaho Agricultural Credit Association, f.k.a. Eastern Idaho Agricultural Credit Association, at the address shown above, as lender or co-owner of the referenced water licenses. Please send confirmation of the assignment to the above address as well. If you have any questions please call 1-800-831-5143. Thank you for your attention to this matter.

Sincerely,
Idaho Agricultural Credit Association

Deanna L. Curry
Operations Assistant

Encl.

See 47-02316A for copy of
real estate mortgage
4/23/9/2000

WHEN RECORDED MAIL TO

EASTERN IDAHO
AGRICULTURAL CREDIT ASSN.
P.O. Box 300
American Falls, ID 83211

BLACKFOOT, IDAHO

FEE 30.00 DEPT. JK

484146

1999 OCT 19 PM 1:04

RECORDED AT THE REQUEST OF

REAL ESTATE MORTGAGE

THIS MORTGAGE is made this October 4, 1999 between DRISCOLL BROTHERS, A Partnership. By: MARTIN DIRK DRISCOLL, WALLACE BROCK DRISCOLL aka W. BROCK DRISCOLL, THAYNE J. DRISCOLL, and LORAIN D. DRISCOLL, Partners; and Individually By: MARTIN DIRK DRISCOLL and DAYNA DRISCOLL, WALLACE BROCK DRISCOLL aka W. BROCK DRISCOLL and TENA DRISCOLL, THAYNE J. DRISCOLL and ANDRA DRISCOLL, and LORAIN D. DRISCOLL and TAMARA D. DRISCOLL, husbands and wives, whose address is PIO Box 129 American Falls, Idaho 83211 hereinafter called "Mortgagor", and EASTERN IDAHO AGRICULTURAL CREDIT ASSOCIATION hereinafter called "Mortgagee", a corporation, existing and operating under the Farm Credit Act of 1971, as amended, having its principal place of business at 188 W. Judicial P.O. Box 985, Blackfoot, Idaho 83221.

WITNESSETH: That Mortgagor IRREVOCABLY GRANTS, BARGAINS, SELLS, CONVEYS AND ASSIGNS unto Mortgagee together with right of entry and possession the following described real property situated in the County(ies) of Bingham, Power and Twin Falls, State of Idaho:

SEE ATTACHED SCHEDULE A FOR REAL ESTATE DESCRIPTION, TOGETHER WITH FIXTURES AND APPURTENANT SPRINKLER EQUIPMENT IF ANY.

TOGETHER WITH: All fixtures, including but not limited to the following: All pumps, motors, columns, tubes, shafts, bowls, panels and all electrical appurtenances, mainline, laterals, wheel lines, pivot/circle irrigation systems, risers, heads, couplers, end plugs, valves, valve openers, reducers, joints, tees and wyes, as well as all additions and replacements thereof, hereby declared appurtenant thereto and which are more particularly described on the attached Schedule A:

This real estate mortgage is also intended to be a fixture filing and to be indexed not only as a mortgage but also as a fixture filing.

Twin Falls County, Idaho

Recorded for:
TITLEFACT

10:06am Oct. 25, 1999

1999-019215

No. of Pages: 10 Fee: \$30.00
ROBERT S. FORT
Ex-Officio Recorder
Deputy: C

RECEIVED

FEB 22 2000

Department of Water Resources
Bureau of Reclamation

173785

The license #'s
are noted on
page 9.

Thanks

Deanna

INSTRUMENT #	
TIME	3:15pm
REQ. OF	E7A0A
OCT 22 1999	
POWER COUNTY AM. FALLS	
CHRISTINE STEINLIGHT	
BY [Signature] DEPUTY	

Oct. 30 1999

TOGETHER WITH: all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind and description now or hereafter constructed or placed thereon; all standing timber and timber to be cut located thereon; all existing and future water rights, however evidenced, to the use of water for irrigation, livestock and domestic purposes, including irrigation and watering equipment and systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the above-described property, all of which rights are hereby made appurtenant to the property, and all pumping plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property, all of which are hereby declared to be fixtures; all grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; and all tenements, hereditaments, easements, rights-of-way and appurtenances to the property (hereafter collectively referred to as the "Property").

MORTGAGOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Mortgagee all the rents, royalties, issues, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from any lease, mineral lease, or agreement pertaining thereto (collectively the "Rents"); SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Mortgagor by Paragraph B.3 hereof.

FOR THE PURPOSE OF SECURING: (1) payment of the indebtedness or obligations evidenced by the following promissory note(s) and/or guaranties executed by Mortgagor and/or others to the Mortgagee at the times, in the manner and with interest as therein set forth (notes may contain variable or adjustable rate provisions):

DATE OF NOTE

MATURITY DATE

AMOUNT OF NOTE

Notes of Driscoll Brothers, A Partnership:
January 15, 1992
May 12, 1998
October 4, 1999

August 1, 2011
July 1, 2018
July 1, 2019

\$2,807,098.00
\$980,435.00
\$873,590.00

484146

107 10

(2) the payment of such additional loans or advances, including advances under a revolving line of credit, with interest thereon, as hereafter may be made to Mortgagor, or Mortgagor's successors or assigns, and/or to parties whose obligation Mortgagor is guaranteeing, evidenced by a promissory note or otherwise and any obligations evidenced by any guaranties executed by Mortgagor in favor of Mortgagee; PROVIDED HOWEVER, THAT, such additional loans, advances, guaranty obligations shall be secured by this Mortgage only if the promissory note, guaranty, or other document evidencing such loans or advances shall recite that it is to be secured by this Mortgage; (3) the payment of any substitute notes, renewals, reamortizations, and extensions of all indebtedness secured by this Mortgage; (4) the performance of every obligation and agreement of Mortgagor whether contained or incorporated by reference in this Mortgage, or contained in any loan document or guaranty executed by Mortgagor in favor of Mortgagee, with respect to any loan, advance, or guaranty secured by this Mortgage; and (5) the payment of all sums expended or advanced by Mortgagee under or pursuant to the terms of this Mortgage, together with interest thereon as herein provided. The continuing validity and priority of this Mortgage as security for future loans, advances or guaranties shall not be impaired by the fact that at certain times hereafter there may exist no outstanding indebtedness from Mortgagor to Mortgagee or no commitment to make loans or advances.

A. TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR AGREES:

1. To use loan proceeds solely for the purposes set forth in the loan application(s) or agreements; to comply with the Farm Credit Act of 1971, as amended, and/or the regulations of the Farm Credit Administration, now existing or as hereafter amended.

2. To keep the Property in good condition, working order and repair; care for the Property in accordance with standards of good husbandry and to keep all trees, vines and crops on said land properly cultivated, irrigated, fertilized, sprayed, and fumigated; not to remove, destroy or suffer the removal or destruction of any building, fence, canal, well or other improvements or fixtures thereon; not to remove, replace or alter any horticultural or viticultural tree, vine or shrub planted thereon without the prior written consent of Mortgagee, except in the ordinary course of business; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general; to observe and perform all obligations of Mortgagor under any lease of the Property.

3. To provide, maintain and deliver to Mortgagee fire and all other types of insurance of the type and in amounts as Mortgagee may require, with loss payable clauses solely in favor of Mortgagee. In the event of loss, the insurance proceeds, or any part thereof, may be applied by Mortgagee, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event that the Mortgagor shall fail to provide satisfactory hazard insurance, Mortgagee may procure, on Mortgagor's behalf, insurance in favor of Mortgagee alone. If insurance cannot be secured by Mortgagor to provide the required coverage, such inability shall constitute an event of default hereunder.

4. To appear in and litigate any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Mortgagee; Mortgagee may appear in and litigate any such action or proceedings, including any bankruptcy, partition or condemnation proceeding, affecting the Property, or Mortgagee's interest therein, in which event Mortgagor agrees to pay all costs and expenses thereof, including attorney's fees and costs of securing evidence of title.

5. To pay on or before the due date all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens, on the Property or any part thereof, which at any time appear to be prior or superior hereto.

6. In case of any suit to foreclose this Mortgage or to collect any charge arising out of the debt hereby secured, or of any suit which the Mortgagee may deem necessary to prosecute or defend to effect or protect the lien herein, including any proceeding in bankruptcy, or if Mortgagee retains an attorney to advise Mortgagee in connection with this Mortgage or any other agreement related to the indebtedness secured by this Mortgage, Mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agrees to pay the reasonable costs of searching the records and abstracting or insuring the title, and such sums, costs and expenses shall be secured hereby and shall be included in any decree of foreclosure. The fees and costs described herein and elsewhere in this Mortgage shall be in addition to those set forth in the loan agreement or any other written agreement between Mortgagor and Mortgagee.

7. Should Mortgagor fail to make any payment or to do any act as provided for in this Mortgage, then Mortgagee, but without obligation to do so and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the Property, Mortgagee being authorized to enter upon the Property for such purposes; commence, appear in and litigate any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee, including any bankruptcy proceeding affecting the Property; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including attorney's, accountant's, appraisal, and environmental fees, and costs of securing evidence of title, and all amounts so expended shall be obligations of Mortgagor secured by this Mortgage. Nothing contained herein shall prohibit Mortgagee from entering the Property, at a reasonable time and upon reasonable notice to Mortgagor, without incurring or assuming any obligations or liabilities whatsoever, for the sole purpose of inspecting the Property.

8. To pay immediately and without demand all sums expended by Mortgagee pursuant to the provisions hereof, with interest from date of expenditure at the same rate as is provided for in the note or notes secured by this Mortgage. In the event that such sums are not immediately paid, they shall be added, along with the appropriate amount of capital stock or participation certificates, to the principal balance of the indebtedness secured hereby and shall accrue interest as herein set forth. All such sums shall be secured hereby.

9. Environmental Representations, Warranties and Covenants.

(a) Except as disclosed in writing to Mortgagee, or except as otherwise provided in any loan agreement between Mortgagee and Mortgagor which specifically refers to the Property, to the best knowledge of Mortgagor after due inquiry, Mortgagor hereby further represents, warrants and covenants as follows:

(i) No pollutants, contaminants (including oil or other petroleum products), toxic or hazardous substances, or solid or hazardous wastes, as such terms are defined under any federal, state or local Environmental Law, regulation or ordinance (hereinafter "Contaminants") have been, are being or will be generated, manufactured, produced, stored, disposed of, discharged, released, threatened to be released, or otherwise allowed to migrate or escape on, under or from the Property in such quantities or concentrations as would violate any federal, state or local Environmental Law, regulation or ordinance or as would require Mortgagor to report such condition to any governmental authority or to undertake removal or remedial action to clean up such contaminants;

(ii) No Contaminants are located on, in or under any property located adjacent to the Property in such quantities or concentrations as would constitute a violation of any Environmental Law or as would require the owner of the adjacent property to report such condition to any governmental authority or to undertake removal or remedial action to clean up such Contaminants;

(iii) Neither the Property, nor any portion thereof, nor any adjacent property or portion thereof, has been or is proposed to be listed under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.), or any analogous state law. Mortgagor shall immediately notify Mortgagee if Mortgagor acquires any information concerning the listing or proposed listing of the Property or any adjacent property and shall provide Mortgagee with any documents in Mortgagor's possession relative thereto;

(iv) No hazardous wastes, as defined under the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), or any analogous state law ("Hazardous Wastes"), have been, are being or will be stored or treated in surface impoundments or other structures or facilities located on the property that are partially or entirely below the ground surface;

(v) No litigation, investigation, administrative order, consent order, agreements, or other action, proceeding or settlement (hereinafter "Action") has previously been brought, is now pending, or to the best knowledge of Mortgagor threatened against or anticipated by Mortgagor, with respect to Mortgagor's use or management of Hazardous Materials or Hazardous Wastes or the environmental condition of the Property, including any underlying groundwater. Upon learning thereof, Mortgagor shall immediately notify Mortgagee of any such Action or threatened Action and provide Mortgagee with copies of all documentation relative thereto; and

(vi) Except as disclosed in writing to Mortgagee, no underground tanks, wells (except domestic water wells), septic tanks, ponds, pits or any other storage tanks ("Tanks") (whether currently in use or abandoned) are or were located on or under the Property and no Tanks are or were serving the Property described herein. With respect to any Tanks disclosed in writing to Mortgagee, Mortgagor shall comply with all federal, state and local laws, regulations and ordinances and any requirements of city or county fire departments, applicable to the maintenance and use of such Tanks, including, without limitation, Title 40 of the Code of Federal Regulations Part 112.

(b) Nothing herein shall be deemed to prohibit Mortgagor from (i) using, handling or storing hazardous materials or substances, as defined under any federal, state or local law, regulation or ordinance ("Hazardous Materials") or (ii) storing or treating non-hazardous wastes, so long as such activities are carried out (a) in a good and husbandlike manner in the ordinary course of business, and (b) in compliance with all applicable environmental laws, regulations, permits, orders or other requirements.

(c) In the event that Mortgagor is in breach of any of its representations, warranties or covenants as set forth above, Mortgagor, at its sole expense, shall take all action required, including environmental cleanup of the Property, to comply with the representations, warranties and covenants herein or applicable legal requirements and, in any event, shall take all action deemed necessary by appropriate governmental authorities. Mortgagee shall have the right, but not the obligation, to advise appropriate governmental authorities of any environmental condition on or affecting the Property that constitutes or may constitute a breach of Mortgagor's obligations hereunder.

(d) Mortgagor and its successors and assigns shall indemnify, defend, protect, and hold harmless Mortgagee, its directors, officers, employees, agents, shareholders, successors and assigns and their officers, employees or agents, from and against any and all claims, suits, damages, liens, losses, liabilities, interest, judgments, response and cleanup costs, demands, actions, causes of action, injuries, administrative proceedings and orders, consent agreements and orders, penalties, costs and expenses (including any fees and expenses incurred in enforcing this indemnity, any out-of-pocket litigation costs and the reasonable fees and expenses of counsel) of any kind whatsoever ("Claims") paid, incurred or suffered by, or asserted against Mortgagee, including but not limited to Claims arising out of loss of life, injury to persons, trespass or damage to or contamination of property or natural resources, or injury to business, in connection with or arising out of the activities of Mortgagor on the Property, Mortgagor's predecessors in interest, third parties who have been invited, permitted or trespassed on the Property, or parties in a contractual relationship with Mortgagor, or any of them, or which directly or indirectly arise out of or result from or in any way connected with the Property, whether or not caused by Mortgagor or within the control of Mortgagor, including without limitation: (i) the presence, use, generation, treatment, storage, disposal, release, threatened release, or discharge of any Hazardous Material or Contaminant at or from the Property and/or the cleanup of Hazardous Materials or Contaminants within, on or under the Property; (ii) Mortgagor's breach of any of the representations, warranties and covenants contained herein; and (iii) Mortgagor's violation or alleged violation of any applicable Environmental Law, regulation or ordinance.

(e) Mortgagor's representations, warranties, covenants and indemnities contained herein shall survive the occurrence of any event whatsoever, including without limitation the payoff of any promissory note(s) secured hereby, the release or foreclosure of this Mortgage, the acceptance by Mortgagee of a deed in lieu of foreclosure, or any transfer or abandonment of the Property.

(f) The term "Environmental Law" shall mean any federal, state or local law, statute, ordinance, or regulation, now in effect or hereinafter enacted, pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Property, including but not limited to enactments requiring the removal or containment of asbestos-containing materials in private buildings.

(g) Mortgagor shall permit, or cause any tenant of Mortgagor to permit, Mortgagee or its agents, or independent contractors to enter and inspect the Property at any reasonable time for purposes of determining, as Mortgagee deems necessary or desirable: (i) the existence, location and nature of any Hazardous Materials or Hazardous Wastes on, under or about the Property, (ii) the existence, location, nature, magnitude and spread of any Hazardous Materials or Hazardous Waste that has been spilled, disposed of, discharged or released on, under or about the Property, or (iii) whether or not Mortgagor and any tenant of Mortgagor is in compliance with applicable Environmental Law. If Mortgagor or its tenants fail to comply fully with the terms of this subdivision (g), Mortgagee may obtain affirmative injunctive relief to compel such compliance.

10. Grazing Rights. If any portion of the Property described in this Mortgage is used by Mortgagor as the basis for obtaining grazing permits or other grazing rights issued by any governmental agency, including without limitations the Forest Service, U.S. Department of Agriculture or the Bureau of Land Management, U.S. Department of Interior, Mortgagor covenants and agrees as follows:

(a) Said grazing permits or other rights are in good standing and have not been modified, reduced or limited in any other respect, except as fully disclosed in writing to Mortgagee;

(b) Mortgagor will perform all obligations imposed as a requirement of exercise of said grazing permits or other rights and will comply with all laws, rules and regulations applicable thereto;

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(c) Mortgagor will take such timely action as may be required to cause the renewal or reissuance of said grazing permits or other rights from time to time as they expire during the term thereof. Mortgagor agrees and acknowledges that the failure to renew or cause the reissuance of any said permits for any reason, whether the result of an act or omission of Mortgagor or for reasons beyond Mortgagor's control, is an event of default hereunder and Mortgagee shall have the right to exercise the rights hereinafter set forth in this Mortgage; and

(d) Mortgagor agrees to pay all fees, charges, rents or other payments accruing under said permits or any renewals thereof prior to delinquency. In the event Mortgagor fails to pay any such payment, the amount unpaid shall become a part of the indebtedness secured by this Mortgage and shall be immediately due and payable.

B. IT IS MUTUALLY AGREED THAT:

1. Any award of damages in connection with any taking or condemnation or injury to the Property by reason of public use, or for damages resulting from private trespass or injury to the Property, is absolutely and unconditionally assigned and shall be paid to Mortgagee, under the terms and conditions of this Mortgage pertaining to Rents. Upon receipt of such money Mortgagee may apply the same on the indebtedness secured hereby. Mortgagor agrees to execute such further documents as may be required to effect the assignments herein made as Mortgagee may require.

2. At any time, without affecting the liability of any person for the payment of the indebtedness secured hereby, and without otherwise affecting the security hereof, Mortgagee may (a) consent to or join in the making of any map or plat of the Property; (b) grant any easement or create any restriction thereof; (c) subordinate this Mortgage; (d) extend or modify the term of the loan or loans secured hereby; and (e) release without warranty, all or any part of the Property.

3. Prior to any default by Mortgagor in the payment, observance, performance and discharge of any condition, obligation, covenant, or agreement of Mortgagor contained herein, Mortgagor may, for collection and distribution purposes only, collect and receive the Rents as they come due and payable; the Rents are to be applied by Mortgagor to the payment of the principal and interest and all other sums due or payable on any promissory note or guaranty secured by this Mortgage and to the payment of all other sums payable under this Mortgage and, thereafter, so long as the aforesaid has occurred, the balance shall be distributed to the account of Mortgagor. Upon any such default, Mortgagee may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in his own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine; also perform such acts of repair, cultivation, irrigation or protection, as may be necessary or proper to conserve the value of the Property; also lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate; also prepare for harvest, remove, and sell any crops that may be growing upon the Property, and apply the proceeds thereof upon the indebtedness secured hereby.

4. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking of or damage to the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. Upon default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Mortgagee and in accordance with applicable state law. In the event of default, Mortgagee may employ counsel to enforce payment of the obligations secured hereby, may foreclose and, if applicable, sell the Property by advertisement and sale, and in accordance with other applicable state law, and may exercise such other rights and remedies granted by law and equity, which rights and remedies shall be cumulative and not exclusive. Mortgagee may resort to and realize upon the security hereunder and any other real or personal property security now or hereafter held by Mortgagee for the obligations secured hereby in such order and manner as Mortgagee may, in its sole discretion, determine. Resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawful nonjudicial proceedings, or both. If the obligation secured by this Mortgage is also secured by personal property, fixtures or crops, Mortgagee may enforce its security interest in the personal property, fixtures and crops and its lien under this Mortgage in any manner and in any order or sequence permitted by applicable law. All remedies are cumulative and none are exclusive; no election by Mortgagee to pursue one remedy or item of collateral shall be deemed to be a release or waiver of any other item of collateral or a release or modification of the liability of Mortgagor or any guarantor to pay and perform in full all obligations to Mortgagee. The procedures governing the enforcement by Mortgagee of its foreclosure and provisional remedies against Mortgagor shall be governed by the laws of the state in which the Property is located. Nothing contained herein shall be construed to provide that the substantive law of the state in which the Property is located shall apply to Mortgagee's rights and Mortgagor's obligations hereunder or under the promissory note(s) or guaranties described herein, which are and shall continue to be governed by the substantive law of the state in which the promissory note(s) or guaranties were executed.

6. The failure on the part of the Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Mortgagee of any default shall not constitute a waiver of any other subsequent defaults. Subsequent acceptance of any payment by the holder hereof shall not be deemed a waiver of any default by Mortgagor, or of Mortgagee's rights hereunder as the result of any sale, agreement to sell, conveyance, or alienation, regardless of holder's knowledge of such default, sale, agreement to sell, conveyance, or alienation at the time of acceptance of such payment.

7. This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Mortgagee shall mean the holder and owner of any note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of Mortgagor hereunder are joint and several.

8.(a) In the event the herein-described Property, or any part thereof, or any interest therein, is sold, agreed to be sold, conveyed, alienated or transferred, including any water transfer as defined in subsection (b) below, by Mortgagor, or by operation of law or otherwise, except by inheritance, without Mortgagee's prior written consent, all obligations secured hereby, irrespective of the maturity dates, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise this option in the event of subsequent sale, agreement to sell, conveyance or alienation.

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(b) A water transfer is any transfer, assignment, sale, exchange, gift, encumbrance, pledge, hypothecation, alienation, grant of option to purchase, or other disposition of, directly, indirectly or in trust, voluntarily or involuntarily, by operation of law or otherwise, or the entry into a binding agreement to do any of the foregoing with respect to all or any part of (i) the groundwater on, under, pumped from or otherwise available to the Property, (ii) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency and any rights granted or created by any easement, covenant, agreement or contract with any person or entity, (iii) any rights to which the Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, (iv) any water, water right, water allocation, distribution right, delivery right, water storage right, water allocation, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property's being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity, or (v) any shares (or any rights under such shares) of any private water company, mutual water company, or other non-governmental entity pursuant to which Mortgagor or the Property may receive any rights.

9. In the event any one or more of the provisions contained in this Mortgage or in any promissory note(s) hereby secured shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage or said promissory note(s), but this Mortgage and said promissory note(s) shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

DRISCOLL BROTHERS, A Partnership, and MARTIN DIRK DRISCOLL, individually, WALLACE BROCK DRISCOLL, individually, THAYNE J. DRISCOLL, individually, and LORAIN D. DRISCOLL, individually

By: Martin Dirk Driscoll
MARTIN DIRK DRISCOLL, individually and as a Partner

By: Wallace Brock Driscoll
WALLACE BROCK DRISCOLL, individually and as a Partner

By: Thayne J. Driscoll
THAYNE J. DRISCOLL, individually and as a Partner

By: Loraine D. Driscoll
LORAIN D. DRISCOLL, individually and as a Partner

INDIVIDUALLY BY:

Dayna Driscoll
DAYNA DRISCOLL

Tena Driscoll
TENA DRISCOLL

Andra Driscoll
ANDRA DRISCOLL

Tamara D. Driscoll
TAMARA D. DRISCOLL

ACKNOWLEDGMENT.

STATE OF IDAHO

County of Power) ss.

On this 13th day of October, 1999, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Wallace Brock Driscoll, Thayne J. Driscoll, and Loraine D. Driscoll, known to me to be the partners in the Partnership of Driscoll Brothers, and the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said partnership name.

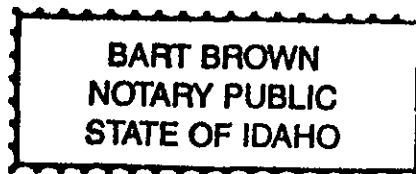
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Bart Brown

Notary Public for the State of Idaho

Residing at American Falls

My Commission Expires: 1-25-2005



STATE OF IDAHO

County of Power) ss.

On this 13th day of October, 1999, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Wallace Brock Driscoll and Tena Driscoll, Thayne J. Driscoll and Andra Driscoll, and Loraine D. Driscoll and Tamara D. Driscoll, husbands and wives, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

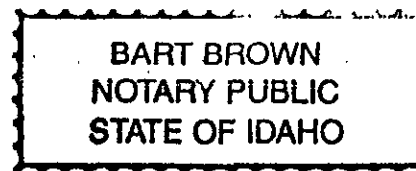
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Bart Brown

Notary Public for the State of Idaho

Residing at American Falls

My Commission Expires: 1-25-2005



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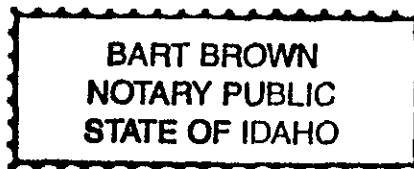
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STATE OF IDAHO)
) SS.
County Of Power)

On this 15th day of October, 1999, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Martin Dirk Driscoll, known to me to be a partner in the Partnership of Driscoll Brothers, and the partner who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Bart Brown
Notary Public for the State of Idaho
Residing at American Falls
My Commission Expires: 1-25-2005

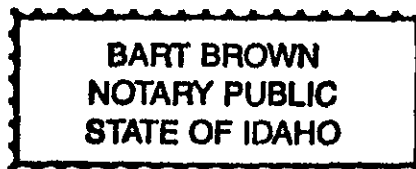


STATE OF IDAHO)
) SS.
County Of Power)

On this 15th day of October, 1999, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Martin Dirk Driscoll and Dayna Driscoll, husband and wife, 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.

Bart Brown
Notary Public for the State of Idaho
Residing at American Falls
My Commission Expires: 1-25-2005



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SCHEDULE A

REAL ESTATE DESCRIPTION TOGETHER WITH FIXTURES AND APPURTENANT SPRINKLER EQUIPMENT IF ANY FOR MORTGAGE DATED October 4, 1999

Driscoll Brothers, A Partnership
Loan No. 231-007-3017699 101

**REAL ESTATE DESCRIPTION:
BINGHAM AND POWER PROPERTY:**

PARCEL 1:

Township 4 South, Range 31, E.B.M., Bingham County, Idaho

Section 27: SW $\frac{1}{4}$ SE $\frac{1}{4}$ EXCEPTING THEREFROM beginning at the SE corner of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ and running thence N 580 feet, thence W. 320 feet, thence S. 580 feet, thence E. 320 feet to the point of beginning.
ALSO, SE $\frac{1}{4}$ NW $\frac{1}{4}$; E $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$; E $\frac{1}{4}$ SW $\frac{1}{4}$ EXCEPTING THEREFROM beginning at the S $\frac{1}{4}$ corner of said Section 27, and running thence N. 660 feet, thence W. 300 feet, thence S. 660 feet, thence E. 300 feet to the point of beginning.

PARCEL 2:

Township 7 South, Range 30 E.B.M., Power County, Idaho

Section 19: ALL

Section 20: N $\frac{1}{2}$ NW $\frac{1}{4}$

PARCEL 3:

Township 7 South, Range 30 E.B.M., Power County, Idaho

Section 21: E $\frac{1}{4}$ SE $\frac{1}{4}$

Section 22: SW $\frac{1}{4}$

PARCEL 4:

Township 7 South, Range 30 E.B.M., Power County, Idaho

Section 30: W $\frac{1}{2}$ EXCEPT: Beginning at a point on the W. boundary of said Section 30, which point bears N. 33°02' W. 4839.1 feet from the S $\frac{1}{4}$ corner of said Section 30; thence N. 0°00'30" W. 208 feet along said W. boundary; thence N. 89°59'30" E. 208 feet; thence S. 00°00'30" E. 208 feet; thence S. 89°59'30" W. 208 feet to the point of beginning.
ALSO EXCEPT: Beginning at a point on the W. boundary of said Section 30, which bears N. 33°2' W. 4839.1 feet from the S $\frac{1}{4}$ corner of said Section 30; thence N. 0°0'30" W. 208.0 feet along the said W. boundary to the point of beginning; thence N. 89°59'30" E. 208.0 feet; thence N. approximately 950.0 feet to the N. boundary of said Section 30; thence W. approximately 208.0 feet to the NW corner of said Section 30; thence S. approximately 950.0 feet along the W. boundary of said Section 30 to the true point of beginning.

Section 31: N $\frac{1}{2}$ NW $\frac{1}{4}$

PARCEL 5:

Township 6 South, Range 30 E.B.M., Power County, Idaho

Section 33: NW $\frac{1}{4}$

PARCEL 6:

Township 6 South, Range 30 E.B.M., Bingham County, Idaho

Section 28: S $\frac{1}{4}$ SW $\frac{1}{4}$ EXCEPT: Road Right of Way on the S. and W. sides thereof.

TWIN FALLS PROPERTY:

PARCEL NO. 1

Township 9 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 28: NW $\frac{1}{4}$ NW $\frac{1}{4}$

SUBJECT TO: Twin Falls County Highway Right of Way

EXCEPT a parcel of land 250 feet by 400 feet located in the Northwest corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 28, more particularly described as follows:

BEGINNING at the Northwest corner of said Section 28 and which is the TRUE POINT OF BEGINNING;

THENCE South 89°55' East 400 feet;

THENCE South 00°03' East 250 feet;

THENCE North 89°55' West 400 feet;

THENCE North 00°03' West 250 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 2

Township 9 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 10: SE $\frac{1}{4}$

Section 21: W $\frac{1}{2}$ SW $\frac{1}{4}$

Section 29: N $\frac{1}{2}$ NE $\frac{1}{4}$

Section 33: SW $\frac{1}{4}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ SW $\frac{1}{4}$

SUBJECT TO: Twin Falls County Highway Right of Way

PARCEL NO. 3

Township 9 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 33: E $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$

SUBJECT TO: Twin Falls County Highway Right of Way

PARCEL NO. 4

Township 9 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 34: E $\frac{1}{2}$ SW $\frac{1}{4}$

SUBJECT TO: Twin Falls County Highway Right of Way

Township 10 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 3: Lots 3 and 4; S $\frac{1}{2}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$

SUBJECT TO: Twin Falls County Highway Right of Way

PARCEL NO. 5

Township 9 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 34: S $\frac{1}{2}$ SE $\frac{1}{4}$

Section 35: S $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$

SUBJECT TO: Twin Falls County Highway Right of Way

PARCEL NO. 6

Township 9 South Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 33: NE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$

Section 34: W $\frac{1}{2}$ NW $\frac{1}{4}$

SUBJECT TO: Twin Falls County Highway Right of Way

PARCEL NO. 7

Township 9 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 34: NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$

SUBJECT TO: Twin Falls County Highway Right of Way

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PARCEL NO. 8

Township 9 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho
Section 29: E $\frac{1}{4}$ NW $\frac{1}{4}$

AND the following described easement:

A 30 foot strip of land as it affects the following described parcels of ground

In Section 28, Township 9 South, Range 13 E., B.M., the SW $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, and SE $\frac{1}{4}$ SW $\frac{1}{4}$; in Section 33, the NW $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, and SE $\frac{1}{4}$ NW $\frac{1}{4}$, more particularly described as follows:

BEGINNING at a point that lies North 40°19' East 940.1 feet and North 39°51'30" East 1,096.7 feet of the Southwest corner of Section 33;

THENCE describing a 30 foot strip of land being 15 feet left and right of the following described easement center line due North 825.2 feet;

THENCE North 00°13'30" West 1,585.6 feet;

THENCE North 00°03'30" West 1,795.3 feet;

THENCE North 00°10'30" East 8.3 feet;

THENCE North 00°10'30" East 3,500.7 feet to a point that lies approximately South 3°37' East 131.4 feet and South 47°12'30" East 1,760.0

feet of the Northwest corner of said Section 28.

Township 9 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 28: NW $\frac{1}{4}$ SW $\frac{1}{4}$

EXCEPT that part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ being more particularly described as follows:

BEGINNING at the Northwest corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$;

THENCE East along the North line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ for 210 feet;

THENCE South and parallel to the West line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ for 225 feet;

THENCE West parallel to the North line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ for 210 feet to the West line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$;

THENCE North along said West line for 225 feet to the POINT OF BEGINNING.

Section 29: S $\frac{1}{4}$ NE $\frac{1}{4}$; N $\frac{1}{4}$ SE $\frac{1}{4}$; N $\frac{1}{4}$ S $\frac{1}{4}$ SE $\frac{1}{4}$

Township 9 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 28: SW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 29: S $\frac{1}{4}$ S $\frac{1}{4}$ SE $\frac{1}{4}$

Section 32: NE $\frac{1}{4}$

Township 9 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 28: That part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ being more particularly described as follows:

BEGINNING at the Northwest corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$;

THENCE East along the North line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ for 210 feet;

THENCE South and parallel to the West line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ for 225 feet;

THENCE West parallel to the North line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ for 210 feet to the West line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$;

THENCE North along said West line for 225 feet to the POINT OF BEGINNING.

SUBJECT TO: Twin Falls Highway District right of way

Township 9 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 34: NW $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SW $\frac{1}{4}$

SUBJECT TO: Twin Falls Highway District right of way

PARCEL NO. 9

Township 9 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 32: SE $\frac{1}{4}$

Township 10 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 4: Lots 1,2,3 and 4; S $\frac{1}{2}$ N $\frac{1}{2}$; N $\frac{1}{2}$ S $\frac{1}{2}$; S $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 5: Lots 1,2 and 3; SE $\frac{1}{4}$ NW $\frac{1}{4}$; S $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$; E $\frac{1}{4}$ SW $\frac{1}{4}$

SUBJECT TO: Twin Falls County Highway right of way

PARCEL NO. 10

Township 9 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 32: SW $\frac{1}{4}$ SW $\frac{1}{4}$

SUBJECT TO: Twin Falls Highway District right of way

PARCEL NO. 11

Township 9 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 32: NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$

SUBJECT TO: Twin Falls Highway District right of way

PARCEL NO. 12

Township 10 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 20: SE $\frac{1}{4}$ NE $\frac{1}{4}$

EXCEPT that portion lying south of the centerline of the Castleford Grade Road, Subject to the right of way and easement of said Castleford Grade Road.

SUBJECT TO: Twin Falls Highway District right of way

PARCEL NO. 13

Easement as contained in Easement Agreement between Carl G. Hoehner and Imagene Hoehner, husband and wife and Driscoll Brothers, a partnership composed of Brock Driscoll, Dirk Driscoll, Lorraine Driscoll and Thayne Driscoll, recorded October 1, 1999, as Instrument No. 1999-017963, records of Twin Falls County, Idaho.

PARCEL NO. 14

Easement from O.E. Marshall and Ernestine A. Marshall, husband and wife, and Kenneth W. Marshall and Helen L. Marshall, husband and wife, to John E. Keller, dated August 28, 1967, recorded October 16, 1967, as Instrument No. 518338, in Book 219 of Deeds, page 2560, records of Twin Falls County, Idaho.

FIXTURE AND/OR SPRINKLER EQUIPMENT DESCRIPTION:

100 HP Lincoln Electric Motor, SN #1889647

Pacific Pump, SN #CIFWFP82806

300 HP G.E. Electric Motor, SN #EMJ526118

Berkeley Pump, SN #7020723

50 HP Lincoln Electric Booster Motor, SN #1850043

Pacific Pump, SN #1 HERBP43616

200 HP US Electric Motor, SN #C1006971

Berkeley Pump, SN #7020710

200 HP U.S. Electric Motor, SN #C2694-02-170-J 61006380

Berkeley Pump, SN #7020711

300 HP U.S. Electric Motor, SN #CC1009831

8/10 484146

Johnson Pump, SN #GE14023
100 HP Marathon Electric Booster Motor, SN #PNA15099N-55
Cornell Pump, No Number
200 HP Newman Electric Motor, SN #V101740
Johnson Pump, SN #GE14081
50 HP Marathon Electric Booster Motor, SN #illegible
Cornell Pump, No Number
250 HP US Electric Motor, SN #D-7003850
Johnson Pump, No Serial Plate
250 HP US Electric Motor, SN #7258/R0P293R036R
Berkley Pump, No Serial
250 HP GE Electric Motor, SN #HTJ812124
Aurora Pump, No Serial Plate

8 Thunderbird and Western 1/4 mile Wheelclines
36 Thunderbird 1/4 mile Wheelclines
2.5 miles Steel & PVC Mainline
2 Thunderbird 1/4 mile Wheelclines
2 Thunderbird 1/8 mile Wheelclines
1 - 5 Tower Circle, SN #18852
1 - 5 Tower Circle, No Number
1 - 4 Tower Circle, SN #821378AA
1 - 3 Tower Circle, No Number - wiper
1 Tower Circle, No Number - wiper
20 Funk 1/4 mile Wheelclines
6600' Mainline
10 Thunderbird 1/4 mile Wheelclines
4000' Mainline

Subject to Lien: Knudsen Irrigation assigned to Diversified Financial Services.
9 Tower Valley Pivot, Ser. #79784, w/corner system

Twin Falls Property:

Layne Bowler Turbine Pump, Ser. #Unknown
400 HP GE Electric Motor, Ser. #BPJ222021
Layne Bowler Turbine Pump, Ser. #D20227
300 HP GE Electric Motor, Ser. #BBJ209002
Layne Bowler Turbine Pump, Ser. #D23472
200 HP GE Electric Motor, Ser. #OBJ323160
Layne Bowler Turbine Pump, Ser. #D12784
75 HP GE Electric Motor, Ser. #BAJ224148
Layne Bowler Turbine Pump, Ser. #D9768
50 HP Marathon Motor, Ser. #illegible
Cornell Centrifugal Pump, Ser. #60500

Hochner/Ulrich Well (SESE Sec. 31)

400 HP Allis Chalmers Motor, Ser. #1-5158-30704
Pump - No Make - No Number
Booster:
75 HP Marathon Motor, Ser. # Illegible
Berkley Centrifugal Pump, Ser. #G061097

Wright - Canyon Wells/pump station (SENE 20-10S-13E)

300 HP GE Motor, Ser. #BXJ229122
Aurora Pump SCT, Ser. #3X471152B
400 HP GE Motor, Ser. #AVJ1113014
Aurora Pump SCT, No Ser. Number
300 HP GE Motor, Ser. #MWJ1221119
Aurora Pump SCT, No Ser. Number

Wright Pond

300 HP U.S. Motor, Ser. #HC1041029094
Layne Bowler Pump SCT, Ser. #D23767
100 HP U.S. Motor, Ser. #C1004750
Layne Bowler Pump SCT, Ser. #D23741
75 HP A.O. Smith Motor, Ser. #62456
Layne Bowler Pump SCT, Ser. #206710

NEW IRRIGATION SYSTEM

13 9 Tower Valley Pivots
1 9 Tower Valley Pivot w/corner system
1 200 HP Motor w/Pump
2 125 HP Motors w/Pumps

Buried PVC Mainline, 15" - 8,700'; 12" - 9,600'; 10" - 12,320'

Together with Idaho DWR License #'s: 35-07115, 35-07116, 35-07117, 35-071
the Bingham and Power County real estate.

Together with 165 shares of stock in ABERDEEN SPRINGFIELD CANAL CC.....

Together with Idaho DWR License #'s: 47-02353, 47-02369, 47-02374, 47-02376, 47-02377, 47-02379, 47-02419, 47-04205, ~~47-04206~~, ~~47-04207~~,
~~47-04174~~, 47-07040, 47-07565, 47-07615 47-07618 and surface water rights #'s 47-02316A, 47 04015, 47-04099, ~~47-04100~~, 47-07252
and 47-07569 appurtenant to the Twin Falls County real estate.

DRISCOLL BROTHERS, A Partnership, and MARTIN DIRK
DRISCOLL, individually, WALLACE BROCK DRISCOLL,
individually, THAYNE J. DRISCOLL, individually, and
LORAIN D. DRISCOLL, individually

THAYNE J. DRISCOLL, individually and as a Partner

By: Loraine D. Driscoll
LORAIN D. DRISCOLL, individually and as a Partner

By: Martin Dirk Driscoll
MARTIN DIRK DRISCOLL, individually and as a Partner

By: Wallace Brock Driscoll
WALLACE BROCK DRISCOLL, individually and as a Partner

By: Thayne J. Driscoll

The license #'s
highlighted below
are the ones we
need to be listed
as lender or co-owner
on. Thanks

tenant to

484146

9/2/10

INDIVIDUALLY BY:

Dayna Driscoll
DAYNA DRISCOLL

Tena Driscoll
TENA DRISCOLL

Andra Driscoll
ANDRA DRISCOLL

Tamara D. Driscoll
TAMARA D. DRISCOLL

484146

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

NOV 28 1996

Please print or type. Attach pages with additional information. Instructions are on the back of this page.

Incomplete forms will be returned.

1. Water Right Number(s) 47-07252, 47-02316A, 47-02353, 47-12971, 47-12972 47-04099 B.D.
Adjudication Claim Number(s) _____
2. The following **REQUIRED** information must be submitted with this form.
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant(s) Dale Wright
891 Briarwood Drive, Twin Falls, ID 83301
4. New Owner/Claimant(s) Driscoll Brothers Partnership
Name connector (Check one): ☐ AND, ☐ OR, ☐ AND/OR
New Mailing Address 2250 So. 3200 W.
City, State and ZIP Code Aberdeen, ID 83210
New Telephone Number (208) 226 - 2168
5. Date you acquired the property October 11, 1996
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
Number of acres actually irrigated 1220 Number and type of stock _____
Diversion rate in CFS _____ Number of homes _____ Other uses _____
cubic feet per second
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner/Claimant(s) Frank Driscoll - Partner Date 11-26-96

Date _____
8. (Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)
For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. Section 42-248 requires certain property holders to notify the Department of Water Resources (IDWR) of any change in mailing address or ownership of all or part of a water right record on file with IDWR. Section 42-1409(6) provides that new property owners must notify IDWR of any change in ownership of a water right during an adjudication of water rights, and, if a required claim for the water right has not been filed, to file the needed claim.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. If you would like any of these brochures, or if you have questions about completing this form, please contact your nearest IDWR office or call 1-800-451-4129.

If you need additional space to describe or explain any of the items on the form, please attach additional sheets to the form as you may require.

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). Please enter these number(s) at **Item 1**. If you or the seller believe there are water rights for the property but the numbers are unknown, you may wish to call IDWR or come into an office of IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.
2. The information described at **Item 2** is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. Do not obtain a new survey for purposes of this form before contacting IDWR.
3. Please provide the name and address of the former owner of the water right and/or adjudication claim at **Item 3**.
4. The name, mailing address, and telephone number of the new owner(s) is entered at **Item 4**. Please indicate the relationship between multiple owners by using the connector "and", "or" or "and/or". If an "and" is used, all parties must sign this form. If an "and/or" or "or" is used, all parties may sign, however only one of the named parties is required to sign.
5. At **Item 5**, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.
6. If the property you have purchased is only a portion of the property owned by the former owner/seller, you may be purchasing only a portion of the total water right held by the seller. This means the water right held by the seller may be "split" to provide your share of the right in question. Be sure to include a description of the portion of the water right you have purchased at **Item 6**.

Please provide as much detail as possible concerning your water right: include the number of homes, irrigated acreage if more than 1/2 acre is irrigated, type and number of stock if your right is for stockwater, etc. In the absence of information to the contrary, IDWR will assume the intent is to split the rights *proportionately*.

7. The new owner(s) must sign the form in the space(s) provided at **Item 7**. Corporations and other organizations must submit a list of directors or officers demonstrating the authority of the director or officer to sign the form.
8. There is no filing fee. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

IDWR Western Region, 2735 Airport Way, Boise, ID 83705-5082 (208) 334-2190

IDWR Southern Region, 222 Shoshone St. E., Twin Falls, ID 83301-6105 (208) 736-3033

IDWR Northern Region, 1910 Northwest Blvd., Suite 210, Coeur d'Alene, ID 83814-2615 (208) 769-1450

IDWR Eastern Region, 900 N Skyline Dr., Suite A, Idaho Falls, ID 83402-1718 (208) 525-7161

Order No. T960371

WARRANTY DEED

For Value Received

Dale M. Wright and Diane T. Wright, husband and wife

the grantor(s), do(es) hereby Grant, Bargain Sell, and Convey unto

Driscoll Brothers Partnership

the grantee(s), whose current address is: **2250 South 3200 West - Aberdeen, ID 83210**

the following described real estate, situated in **TWIN FALLS** County, Idaho, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated: 10/07/96

Dale M. Wright
Dale M. Wright

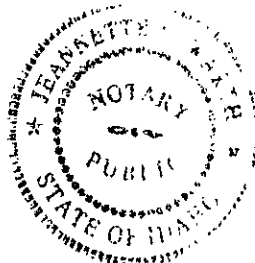
Diane T. Wright
Diane T. Wright

State of IDAHO }
 }ss.
County of TWIN FALLS }

On this 1st day of October, in the year 1996, before me, Jeannette S. Warth personally appeared Dale M. Wright and Diane T. Wright, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Jeannette S. Warth
Notary Public
Residing At: Gooding, ID
Commission Expires: 07-29-99



Copy

EXHIBIT A
T960371/DRISCOL

Township 9 South, Range 13, East of the Boise Meridian, Twin Falls County, Idaho

Section 32: The Southeast Quarter.

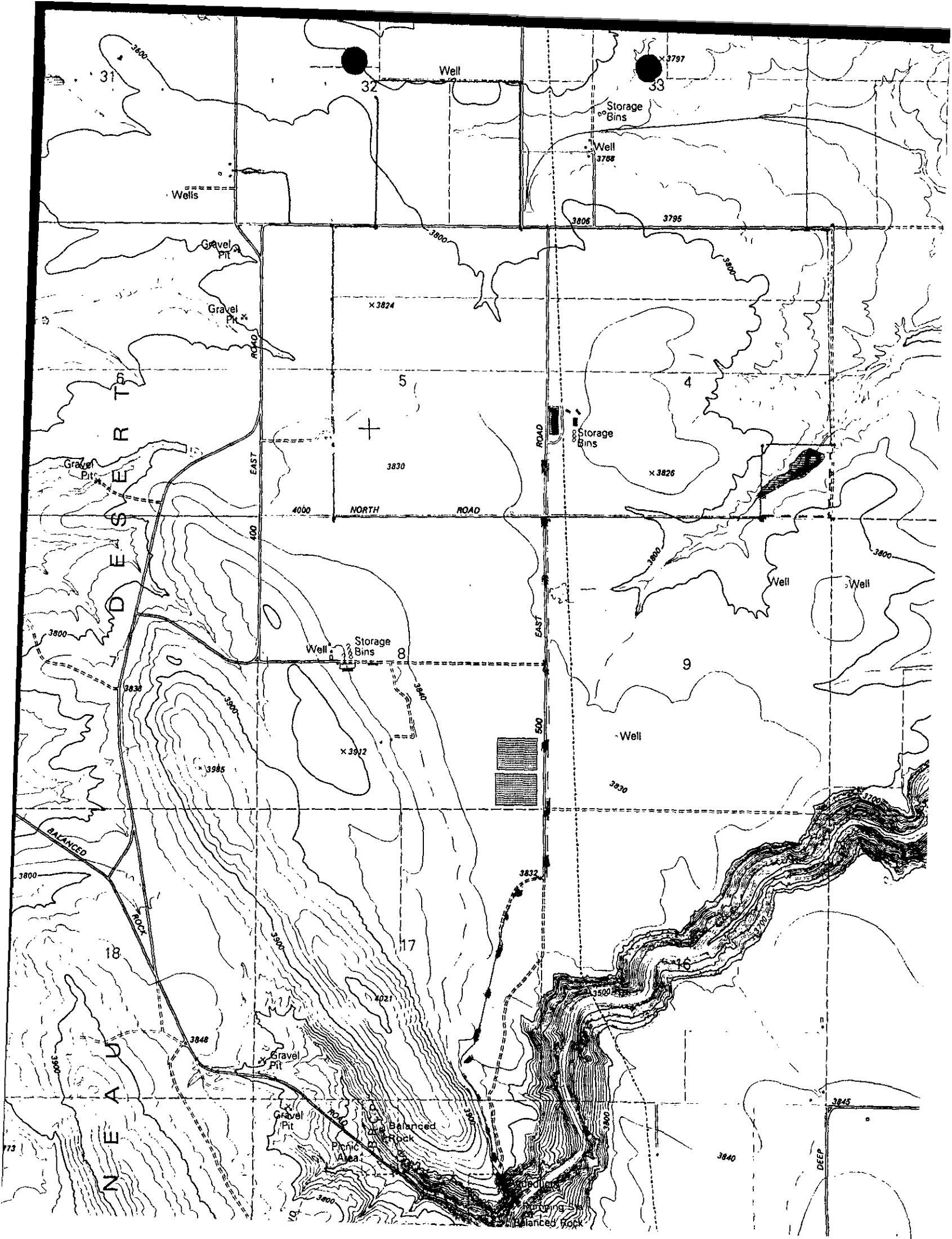
Township 10 South, Range 13, East of the Boise Meridian, Twin Falls County, Idaho

Section 4: Lots 1, 2, 3 and 4; the South one-half of the North one-half; the North one-half of the South one-half; the South one-half of the Southwest Quarter; and the Southwest Quarter of the Southeast Quarter.

Section 5: Lots 1, 2 and 3; the Southeast Quarter of the Northwest Quarter; the South one-half of the Northeast Quarter; the Southeast Quarter; and the East one-half of the Southwest Quarter.

SUBJECT TO Twin Falls County Highway Right of Way.

Copy



6/9/94

COMMUNICATION DOCUMENTATION

This form is to be used to document public record information requests regarding any SRBA claim or claims. The form may also be used to document IDWR communications requesting information regarding any SRBA claim or claims when the request is not made in writing or the claim verification report is not readily available to document the request. This form is to be filed in all relevant claim files or a central office file.

IDWR Employee/Agent JEANIE M ROBERTSON

DATE CUSTOMER
February 1, 1996 2:00pm GREG CALLEN A47-02316A, A47-02353,
A47-04099, A47-07252,
A47-12971, A47-12972

SUBJECT: QUESTIONS ON PROPERTIES WATER RIGHTS????
phone call (.) walk-in (x)

He is thinking of buying this property from Dale Wright and had questions on these water rights.

Looked at the decree for A47-02316A and found that the original license was split into three parts. The A and B portions were decreed as a result of a lawsuit. The B portion is in CRP at this time and I explained that it is protected from forfeiture during that period and may be resumed in the future. He wondered how that resumption may affect his right... The C portion had not yet proved beneficial use at the time of the decree, it later became a license when proof was submitted. (This part has not yet been claimed in the SRBA.)

I checked the evidence of priority submitted for statutory claim A47-04099 and there was an affidavit that would probably suffice for 1969 instead of the claimed 1966. Told him the 1969 date would not really affect his priority as there are no other claims in the area between 1966 and 1969 anyway.

Jim told him the watermaster for the area was Charles Runyan and it might be a good idea to call him @ 543-8601 and ask him questions he had on delivery of water in the area...

NOV 28 1996

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: A47-02316A
Date Received: 12/22/1988
Receipt No: S004988
Received By: SCC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: DALE M. WRIGHT 208-734-5927
Address: 891 BRIARWOOD DR.
TWIN FALLS, ID 83301

OR

Name: DIANE T. WRIGHT 208-734-5927
Address: 891 BRIARWOOD DR.
TWIN FALLS, ID 83301

2. Date of Priority: JAN 12, 1959

3. Source: LITTLE SALMON FALLS CREEK Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
10S	13E	20	NE	SE	NE		TWIN FALLS

5. Description of diverting works:

2-300 HP & 1-400 HP PUMPS, PIPELINE TO CONCRETE CANAL, RES., SPRIN

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	10.500		

7. Total Quantity Appropriated is:

10.500 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 2139.0 Acre Feet Per Annum.

9. Non-irrigation uses:

A47-02316A

Page 1

Date: 12/22/88

MICROFILMED

MAR 11 1993

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
09S	13E	32	NE	SE		IRR	40.0
			NW	SE		IRR	40.0
			SW	SE		IRR	40.0
			SE	SE		IRR	40.0

Section Acres 160.0

10S	13E	4	NE	NE	1	IRR	39.0
			NW	NE	2	IRR	39.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0
			NE	NW	3	IRR	39.0
			NW	NW	4	IRR	39.0
			SW	NW		IRR	40.0
			SE	NW		IRR	40.0
			NE	SW		IRR	40.0
			NW	SW		IRR	36.0
			SW	SW		IRR	40.0
			SE	SW		IRR	40.0
			NE	SE		IRR	40.0
			NW	SE		IRR	40.0
			SW	SE		IRR	40.0

Section Acres 592.0

5	NE	NE	IRR	39.0
	NW	NE	IRR	39.0
	SW	NE	IRR	40.0
	SE	NE	IRR	40.0
	NE	NW	IRR	39.0
	SE	NW	IRR	40.0
	NE	SW	IRR	40.0
	SE	SW	IRR	40.0
	NE	SE	IRR	40.0
	NW	SE	IRR	40.0
	SW	SE	IRR	40.0
	SE	SE	IRR	40.0

Section Acres 477.0

Total Acres 1229.0

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:

A47-02353, A47-07252, A47-04099, APPL.#47-07708.
A47-02316A Page 2 Date: 12/22/88

MICROFILMED
MAR 11 1993

14. Remarks:

DECREE GIVEN LIC. NO.
WR IS LIMITED TO USE ON 713 ACRES AS ORIGINALLY DECREED BUT
WATER IS COMBINED WITH OTHER WR AND USED IN ONE SYSTEM OVER
ENTIRE P/U LISTED.

15. Basis of Claim: DECREED

Water Right Number: 27711

Case Number:

Court :

Decree date: 2/02/1967

JOHN E. KELLER, ET AL

Decree Plaintiff

vs

MAGIC WATER CO. INC., ET AL

Decree Defendant

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 Individuals:

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

Signature of Claimant(s): Dale M. Wright Date: Dec. 11. 88

Date: _____

State of Idaho)

County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 22ND day

of December 19 88

Steve Chell
Notary Public

Seal

Residing at Twin Falls

My Commission Expires Dec 7, 1994

DESEPT
BRUNEAU

10S,
13E.

P/u

P/u

Pumps

pump

Concrete Ditch

R.D.

Balanced Rock Picnic Area

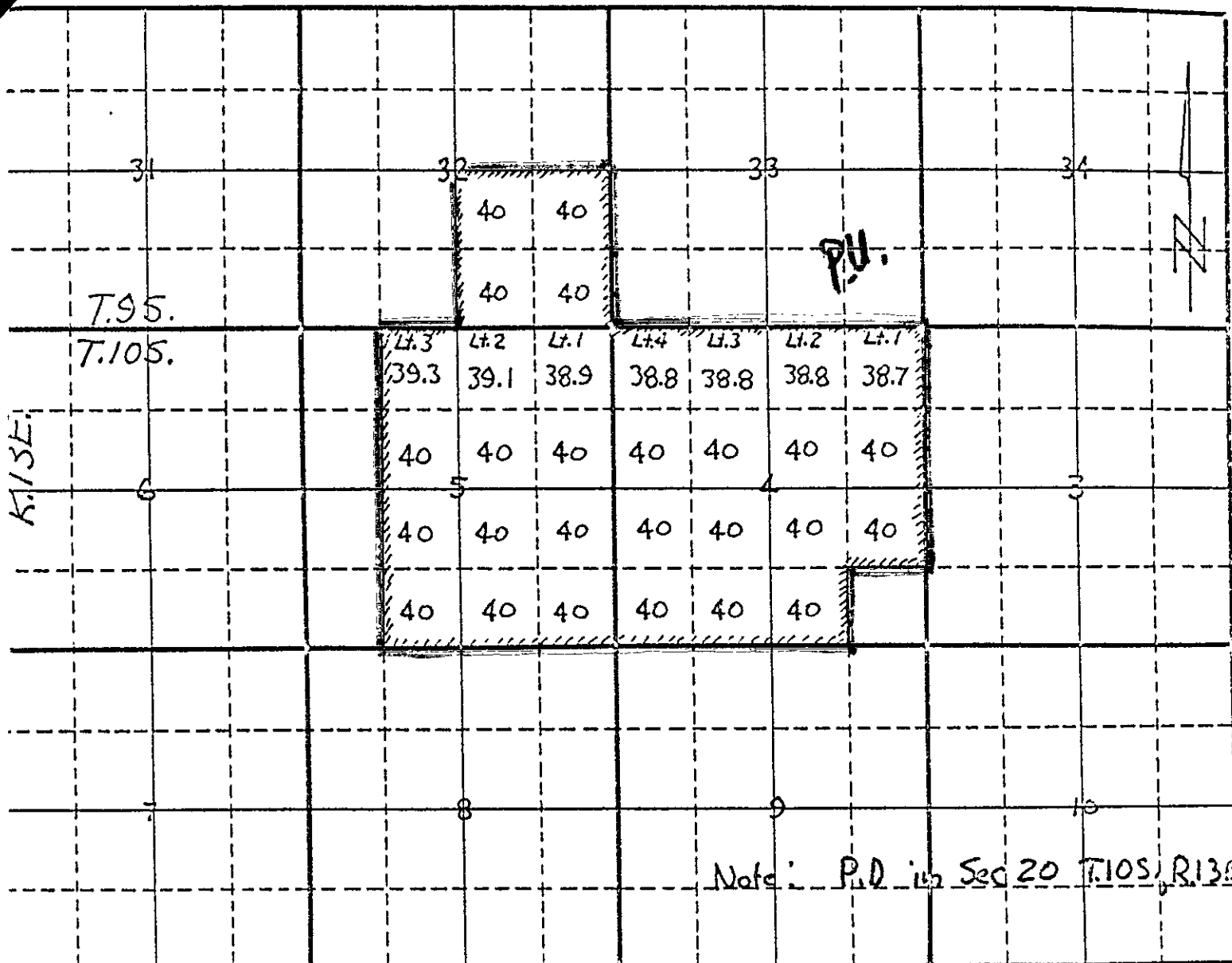
BALANCED ROCK STATE PARK

MICROFILMED

MAR 11 1993

A47-02316A

Remarks This claim covers the traditional use of the water which is in addition to the decreed amount of 11.8 cfs. Traditionally this water is used early in the irrigation season before the watermaster is called on to serve; and also, later in the year when extra high water may occur. Priority based on IPCO records.



Scale: 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

MICROFILMED

State of Idaho)

MAR 11 1993

County of Twin Falls)

ss.

A47-02316A

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Dale M. Wright
(Claimant)

Sworn to before me this 3 day of April, 1979.

ADJUDICATION CLAIM CHECKLIST

NOTICE OF CLAIM NO. A47-02316 BA

Wright

WR ELEMENT	FIELD EXAM Y/N-IF NO, DO OFFICE VERIFICATION	FIELD EXAM OR IN-OFFICE VERIFICATION WHOM/DATE	CLAIM VERIFIED BY CODE (SEE BELOW)	CHANGE CLAIM Y/N	CLAIMANT CONTACT NEEDED - Y/N**	REVIEW COMPLETED WHOM/DATE	"R" RECORD
PRIORITY*							
PT. OF DIV.							DATA ENTRY COMPLETED BY _____ DATE _____
SOURCE							
PL. OF USE							FINAL RECOMMENDATION BY _____ DATE _____
DIV. AMOUNT CFS/AF							
CONSUMPTIVE USE							
NATURE OF USE							
PERIOD OF USE							
BASIS OF CLAIM							
REMARKS							

*IF REQUIRED HAS EVIDENCE OF PRIORITY BEEN
SUBMITTED - YES _____ NO _____.

**IF CLAIMANT CONTACT IS NEEDED, COMPLETE
CLAIMANT CONTACT CHECKLIST AND ATTACH.

VERIFICATION CODES

TOPO MAP/ORTHOPHOTO = 1
ASCS MAP = 2
WATERMASTER RECORDS = 3
NAPP PHOTOS = 4
FIELD EXAM = 5
OTHER(SEE COMMENTS) = 6

COMMENTS: _____

MICROFILMED

OCT 27 1994

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

00:38:43
04/23/92

PAGE: 1
GENERAL INFORMATION

CLAIM NUMBER: A47-02316A

LAST: WRIGHT
ADDRESS: 891 BRIARWOOD DR.
CITY: TWIN FALLS
PHONE NUMBER: 208-734-5927

FIRST: DALE M.
STATE: ID ZIP: 83301

OWNER CODE: C

LAST: WRIGHT
ADDRESS: 891 BRIARWOOD DR.
CITY: TWIN FALLS
PHONE NUMBER: 208-734-5927

FIRST: DIANE T.
STATE: ID ZIP: 83301

OWNER CODE: C

FIELD EXAM REQUIRED?

DATABASE
Y

FIELD
EXAMINER

VERIFICATION REQUIRED DUE TO REMARKS?

CLAIM REMARKS: DECREE GIVEN LIC. NO.
WR IS LIMITED TO USE ON 713 ACRES AS ORIGINALLY DECREED BUT
WATER IS COMBINED WITH OTHER WR AND USED IN ONE SYSTEM OVER
ENTIRE P U LISTED.

UNFILMED
27 1994

CONTACT PERSON: _____

PHONE NUMBER: (____) ____-____

DATE OF FIELD EXAM: ____/____/____

APPOINTMENT MADE: Y(____) N(____)

TIME: ____:____ A(____) P(____)

ACCOMPANIED BY: _____

PHONE NUMBER: (____) ____-____

RELATIONSHIP TO CLAIMANT: _____

DIRECTIONS TO PROPERTY / REMARKS:

MICROFILMED
OCT 27 1994

A. AJ CLAIM: # A47-02316A PRIORITY DATE: 01-12-1959 STAGE: D
B. WR RECORD: # 47-02316A PRIORITY DATE: 01-12-1959 STAGE: D

C. FIELD EXAM REQUIRED?

DUE TO PRIORITY DATE DISCREPANCY? (Y/N) DATABASE FIELD
N EXAMINER

ARE THERE OBVIOUS REASONS TO QUESTION THE PRIORITY DATE CLAIMED? Y() N()
IF YES EXPLAIN.

REMARKS:

=====

RECOMMENDED PRIORITY DATE
01-12-1959

REVIEWED BY

DATE

MICROFILMED
JUL 27 1994

A. AJ CLAIM POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
A47-02316A	10S	13E	20	NE	SE	NE		TWIN FALLS

OTHER AJ CLAIMS WITH SAME AJ POD

A PREFIX

R PREFIX

A47-04099

NONE

A47-07252

WR RECORDS IN SAME 40 ACRE TRACT

47-02316B

47-02316C

47-02402

47-02417

47-04099

47-07252

47-07565

47-07569

47-07615

47-07618

47-07642

47-07708

47-07774

L47-07615

SOURCE: LITTLE SALMON FALLS CREEK

TRIB: SNAKE RIVER

B. WR POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
47-02316A	10S	13E	20		SE	NE		TWIN FALLS

OTHER WR RECORDS WITH SAME WR POD

AJ CLAIMS IN SAME 40 ACRE TRACT

A PREFIX

R PREFIX

47-02316B

A47-02316B

NONE

47-02316C

A47-02402

47-02402

A47-02417

47-02417

A47-04099

47-04099

A47-07252

47-07252

A47-07565

47-07565

A47-07569

47-07569

A47-07642

47-07615

47-07618

47-07642

47-07708

47-07774

L47-07615

SOURCE: LITTLE SALMON FALLS CREEK

TRIB: SNAKE RIVER

MICRONIZED

JUL 27 1994

C. FIELD EXAM REQUIRED?

DUE TO POD DISCREPANCY? (Y/N)
DUE TO SOURCE DISCREPANCY? (Y/N)

DATABASE
Y
N

FIELD
EXAMINER

REMARKS:

=====

RECOMMENDED POINT(S) OF DIVERSION AND SOURCE:

TWP. RGE. SEC. 1/4 1/4 1/4 LOT COUNTY

SOURCE: LITTLE SALMON FALLS CREEK

TRIB: SNAKE RIVER

REVIEWED BY: _____

DATE: _____

UNOFFICIAL
JUL 27 1994

A. ROOT WATER RIGHT NUMBERS: A47-02316A
A47-02316B

B. POU LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
09S	13E	32	NE	SE		WRIGHT, DALE M.	A47-02316A /40.0	- /	40.0		
			NE	SE		WRIGHT, DALE M.	A47-02353 /40.0	- /			
			NE	SE		WRIGHT, DALE M.	A47-04099 /40.0	47-04099 /40.0			
			NE	SE		WRIGHT, DALE M.	A47-07252 /40.0	47-07252 /39.0			
			NE	SE		WRIGHT, DALE		47-07708 /40.0			
09S	13E	32	NW	SE		WRIGHT, DALE M.	A47-02316A /40.0	- /	40.0		
			NW	SE		WRIGHT, DALE M.	A47-02353 /40.0	- /			
			NW	SE		WRIGHT, DALE M.	A47-04099 /40.0	47-04099 /40.0			
			NW	SE		WRIGHT, DALE M.	A47-07252 /40.0	47-07252 /40.0			
			NW	SE		WRIGHT, DALE		47-07708 /40.0			
09S	13E	32	SW	SE		WRIGHT, DALE M.	A47-02316A /40.0	- /	39.0		
			SW	SE		WRIGHT, DALE M.	A47-02353 /40.0	- /			
			SW	SE		WRIGHT, DALE M.	A47-04099 /40.0	47-04099 /40.0			
			SW	SE		WRIGHT, DALE M.	A47-07252 /40.0	47-07252 /39.0			
			SW	SE		WRIGHT, DALE		47-07708 /40.0			
09S	13E	32	SE	SE		WRIGHT, DALE M.	A47-02316A /40.0	- /	40.0		
			SE	SE		WRIGHT, DALE M.	A47-02353 /40.0	- /			
			SE	SE		WRIGHT, DALE M.	A47-04099 /40.0	47-04099 /40.0			
			SE	SE		WRIGHT, DALE M.	A47-07252 /40.0	47-07252 /38.0			
			SE	SE		WRIGHT, DALE		47-07708 /40.0			
10S	13E	4	NE	NE		WRIGHT, DALE M.	A47-02316A /39.0	- /	39.0		
			NE	NE		WRIGHT, DALE M.	A47-02353 /39.0	- /			
			NE	NE		WRIGHT, DALE M.	A47-04099 /39.0	47-04099 /39.0			
			NE	NE		WRIGHT, DALE M.	A47-07252 /40.0	47-07252 /39.0			
			NE	NE		WRIGHT, DALE		47-07708 /39.0			
10S	13E	4	NW	NE		WRIGHT, DALE M.	A47-02316A /39.0	- /	37.0		
			NW	NE		WRIGHT, DALE M.	A47-02353 /39.0	- /			
			NW	NE		WRIGHT, DALE M.	A47-04099 /39.0	47-04099 /39.0			
			NW	NE		WRIGHT, DALE M.	A47-07252 /40.0	47-07252 /39.0			
			NW	NE		WRIGHT, DALE		47-07708 /39.0			
10S	13E	4	SW	NE		WRIGHT, DALE M.	A47-02316A /40.0	- /	40.0		
			SW	NE		WRIGHT, DALE M.	A47-02353 /40.0	- /			
			SW	NE		WRIGHT, DALE M.	A47-04099 /40.0	47-04099 /40.0			
			SW	NE		WRIGHT, DALE M.	A47-07252 /40.0	47-07252 /40.0			
			SW	NE		WRIGHT, DALE		47-07708 /40.0			

RECORDED
- 67 1994

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
10S	13E	4	SE	NE		WRIGHT, DALE M.	A47-02316A /40.0	- /	41.0		
			SE	NE		WRIGHT, DALE M.	A47-02353 /40.0	- /			
			SE	NE		WRIGHT, DALE M.	A47-04099 /40.0	47-04099 /40.0			
			SE	NE		WRIGHT, DALE M.	A47-07252 /40.0	47-07252 /40.0			
			SE	NE		WRIGHT, DALE		47-07708 /40.0			
10S	13E	4	NE	NW	3	WRIGHT, DALE M.	A47-02316A /39.0	47-02316A /20.0	39.0		
			NE	NW	3	WRIGHT, DALE M.	A47-02353 /39.0	- /			
			NE	NW	3	WRIGHT, DALE M.	A47-04099 /39.0	47-04099 /39.0			
			NE	NW		WRIGHT, DALE M.	A47-07252 /40.0	47-07252 /39.0			
			NE	NW	3	WRIGHT, DALE		47-07708 /39.0			
10S	13E	4	NW	NW	4	WRIGHT, DALE M.	A47-02316A /39.0	47-02316A /20.0	37.0		
			NW	NW	4	WRIGHT, DALE M.	A47-02353 /39.0	- /			
			NW	NW	4	WRIGHT, DALE M.	A47-04099 /39.0	47-04099 /39.0			
			NW	NW		WRIGHT, DALE M.	A47-07252 /40.0	47-07252 /38.0			
			NW	NW	4	WRIGHT, DALE		47-07708 /39.0			
10S	13E	4	SW	NW		WRIGHT, DALE M.	A47-02316A /40.0	47-02316A /40.0	40.0		40.0
			SW	NW		WRIGHT, DALE M.	A47-02353 /40.0	- /			
			SW	NW		WRIGHT, DALE M.	A47-04099 /40.0	47-04099 /40.0			
			SW	NW		WRIGHT, DALE M.	A47-07252 /40.0	47-07252 /39.0			
			SW	NW		WRIGHT, DALE		47-07708 /40.0			
10S	13E	4	SE	NW		WRIGHT, DALE M.	A47-02316A /40.0	47-02316A /40.0	40.0		40.0
			SE	NW		WRIGHT, DALE M.	A47-02353 /40.0	- /			
			SE	NW		WRIGHT, DALE M.	A47-04099 /40.0	47-04099 /40.0			
			SE	NW		WRIGHT, DALE M.	A47-07252 /40.0	47-07252 /40.0			
			SE	NW		WRIGHT, DALE		47-07708 /40.0			
10S	13E	4	NE	SW		WRIGHT, DALE M.	A47-02316A /40.0	- /	41.0		
			NE	SW		WRIGHT, DALE M.	A47-02353 /40.0	- /			
			NE	SW		WRIGHT, DALE M.	A47-04099 /40.0	47-04099 /40.0			
			NE	SW		WRIGHT, DALE M.	A47-07252 /40.0	47-07252 /40.0			
			NE	SW		WRIGHT, DALE		47-07708 /40.0			
10S	13E	4	NW	SW		WRIGHT, DALE M.	A47-02316A /36.0	47-02316A /36.0	37.0		
			NW	SW		WRIGHT, DALE M.	A47-02353 /36.0	- /			
			NW	SW		WRIGHT, DALE M.	A47-04099 /40.0	47-04099 /40.0			
			NW	SW		WRIGHT, DALE M.	A47-12971 /	- /			
			NW	SW		WRIGHT, DALE M.	A47-07252 /40.0	47-07252 /30.0			
			NW	SW		WRIGHT, DALE M.	A47-12972 /	- /			
			NW	SW		US DEPT OF INTERIOR		47-02577 /			
			NW	SW		WRIGHT, DALE		47-07708 /40.0			
10S	13E	4	SW	SW		WRIGHT, DALE M.	A47-02316A /40.0	47-02316A /40.0	37.0		
			SW	SW		WRIGHT, DALE M.	A47-02353 /40.0	- /			
			SW	SW		WRIGHT, DALE M.	A47-04099 /40.0	47-04099 /40.0			

NOTIFIED
27 1994

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
			SW	SW		WRIGHT, DALE M.	A47-07252 /40.0	47-07252 /38.0			
			SW	SW		WRIGHT, DALE		47-07708 /40.0			
10S	13E	4	SE	SW		WRIGHT, DALE M.	A47-02316A /40.0	47-02316A /40.0	40.0		40.0
			SE	SW		WRIGHT, DALE M.	A47-02353 /40.0	- /			
			SE	SW		WRIGHT, DALE M.	A47-04099 /40.0	47-04099 /40.0			
			SE	SW		WRIGHT, DALE M.	A47-07252 /40.0	47-07252 /39.0			
			SE	SW		WRIGHT, DALE		47-07708 /40.0			
10S	13E	4	NE	SE		WRIGHT, DALE M.	A47-02316A /40.0	- /	37.0		
			NE	SE		WRIGHT, DALE M.	A47-02353 /40.0	- /			
			NE	SE		WRIGHT, DALE M.	A47-04099 /40.0	47-04099 /40.0			
			NE	SE		WRIGHT, DALE M.	A47-07252 /40.0	47-07252 /38.0			
			NE	SE		WRIGHT, DALE		47-07708 /40.0			
10S	13E	4	NW	SE		WRIGHT, DALE M.	A47-02316A /40.0	- /	40.0		
			NW	SE		WRIGHT, DALE M.	A47-02353 /40.0	- /			
			NW	SE		WRIGHT, DALE M.	A47-04099 /40.0	47-04099 /40.0			
			NW	SE		WRIGHT, DALE M.	A47-07252 /40.0	47-07252 /40.0			
			NW	SE		WRIGHT, DALE		47-07708 /40.0			
10S	13E	4	SW	SE		WRIGHT, DALE M.	A47-02316A /40.0	- /	37.0		
			SW	SE		WRIGHT, DALE M.	A47-02353 /40.0	- /			
			SW	SE		WRIGHT, DALE M.	A47-04099 /40.0	47-04099 /40.0			
			SW	SE		WRIGHT, DALE M.	A47-07252 /40.0	47-07252 /32.0			
			SW	SE		WRIGHT, DALE		47-07708 /40.0			
10S	13E	5	NE	NE		WRIGHT, DALE M.	A47-02316A /39.0	47-02316A /39.0			
			NE	NE		WRIGHT, DALE M.	A47-02353 /39.0	47-02353 /38.0			
			NE	NE		WRIGHT, DALE M.	A47-04099 /39.0	47-04099 /39.0			
			NE	NE		WRIGHT, DALE M.	A47-07252 /40.0	47-07252 /38.0			
			NE	NE		WRIGHT, DALE		47-07708 /39.0			
10S	13E	5	NW	NE		WRIGHT, DALE M.	A47-02316A /39.0	47-02316A /39.0			
			NW	NE		WRIGHT, DALE M.	A47-02353 /39.0	47-02353 /39.0			
			NW	NE		WRIGHT, DALE M.	A47-04099 /39.0	47-04099 /39.0			
			NW	NE		WRIGHT, DALE M.	A47-07252 /40.0	47-07252 /39.0			
			NW	NE		WRIGHT, DALE		47-07708 /39.0			
10S	13E	5	SW	NE		WRIGHT, DALE M.	A47-02316A /40.0	47-02316A /40.0	38.0		
			SW	NE		WRIGHT, DALE M.	A47-02353 /40.0	47-02353 /40.0			
			SW	NE		WRIGHT, DALE M.	A47-04099 /40.0	47-04099 /40.0			
			SW	NE		WRIGHT, DALE M.	A47-07252 /40.0	47-07252 /40.0			
			SW	NE		WRIGHT, DALE		47-07708 /40.0			
10S	13E	5	SE	NE		WRIGHT, DALE M.	A47-02316A /40.0	47-02316A /40.0	42.0		
			SE	NE		WRIGHT, DALE M.	A47-02353 /40.0	47-02353 /40.0			
			SE	NE		WRIGHT, DALE M.	A47-04099 /40.0	47-04099 /40.0			

NOTIFIED
27 1994

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
			SE	NE		WRIGHT, DALE M.	A47-07252 /40.0	47-07252 /39.0			
			SE	NE		WRIGHT, DALE		47-07708 /40.0			
10S	13E	5	NE	NW		WRIGHT, DALE M.	A47-02316A /39.0	47-02316A /39.0			
			NE	NW		WRIGHT, DALE M.	A47-02353 /39.0	- /			
			NE	NW	3	WRIGHT, DALE M.	A47-04099 /39.0	47-04099 /39.0			
			NE	NW		WRIGHT, DALE M.	A47-07252 /40.0	47-07252 /39.0			
			NE	NW	3	WRIGHT, DALE		47-07708 /39.0			
10S	13E	5	SE	NW		WRIGHT, DALE M.	A47-02316A /40.0	47-02316A /40.0	42.0		
			SE	NW		WRIGHT, DALE M.	A47-02353 /40.0	- /			
			SE	NW		WRIGHT, DALE M.	A47-04099 /40.0	47-04099 /40.0			
			SE	NW		WRIGHT, DALE M.	A47-07252 /40.0	47-07252 /40.0			
			SE	NW		WRIGHT, DALE		47-07708 /40.0			
10S	13E	5	NE	SW		WRIGHT, DALE M.	A47-02316A /40.0	47-02316A /40.0	41.0		
			NE	SW		WRIGHT, DALE M.	A47-02353 /40.0	- /			
			NE	SW		WRIGHT, DALE M.	A47-04099 /40.0	47-04099 /40.0			
			NE	SW		WRIGHT, DALE M.	A47-07252 /40.0	47-07252 /40.0			
			NE	SW		WRIGHT, DALE		47-07708 /40.0			
10S	13E	5	SE	SW		WRIGHT, DALE M.	A47-02316A /40.0	47-02316A /40.0	40.0		40.0
			SE	SW		WRIGHT, DALE M.	A47-02353 /40.0	- /			
			SE	SW		WRIGHT, DALE M.	A47-04099 /40.0	47-04099 /40.0			
			SE	SW		WRIGHT, DALE M.	A47-07252 /40.0	47-07252 /39.0			
			SE	SW		WRIGHT, DALE		47-07708 /40.0			
10S	13E	5	NE	SE		WRIGHT, DALE M.	A47-02316A /40.0	47-02316A /40.0	42.0		
			NE	SE		WRIGHT, DALE M.	A47-02353 /40.0	47-02353 /40.0			
			NE	SE		WRIGHT, DALE M.	A47-04099 /40.0	47-04099 /40.0			
			NE	SE		WRIGHT, DALE M.	A47-07252 /40.0	47-07252 /39.0			
			NE	SE		WRIGHT, DALE		47-07708 /40.0			
10S	13E	5	NW	SE		WRIGHT, DALE M.	A47-02316A /40.0	47-02316A /40.0	39.0		
			NW	SE		WRIGHT, DALE M.	A47-02353 /40.0	- /			
			NW	SE		WRIGHT, DALE M.	A47-04099 /40.0	47-04099 /40.0			
			NW	SE		WRIGHT, DALE M.	A47-07252 /40.0	47-07252 /40.0			
			NW	SE		WRIGHT, DALE		47-07708 /40.0			
10S	13E	5	SW	SE		WRIGHT, DALE M.	A47-02316A /40.0	47-02316A /40.0	40.0		40.0
			SW	SE		WRIGHT, DALE M.	A47-02353 /40.0	- /			
			SW	SE		WRIGHT, DALE M.	A47-04099 /40.0	47-04099 /40.0			
			SW	SE		WRIGHT, DALE M.	A47-07252 /40.0	47-07252 /39.0			
			SW	SE		WRIGHT, DALE		47-07708 /40.0			
10S	13E	5	SE	SE		WRIGHT, DALE M.	A47-02316A /40.0	47-02316A /40.0	42.0		
			SE	SE		WRIGHT, DALE M.	A47-02353 /40.0	47-02353 /39.0			
			SE	SE		WRIGHT, DALE M.	A47-04099 /40.0	47-04099 /40.0			

UNRECORDED
 67 1994

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
			SE	SE		WRIGHT , DALE M.	A47-07252 /40.0	47-07252 /37.0			
			SE	SE		WRIGHT , DALE		47-07708 /40.0			
TOTAL ACRES							A47-02316A	1229.00	713.00	1107.00	

ARE IRRIGATED ACRES FOUND IN TRACTS OTHER THAN INDICATED ABOVE, Y() N()
IF YES SEE ATTACHED SHEET:

C. FIELD EXAM REQUIRED?

DATABASE

FIELD
EXAMINER

POU COUNTY: TWIN FALLS

DUE TO POU DISCREPANCY? (Y/N)

Y

PRESUMPTION FLAG: D

REMARKS:

RECOMMENDATIONS:

TOTAL ACRES

REVIEWED BY

DATE:

MICROFILMED
OCT 27 1994

A. AJ CLAIMED USES:

PURPOSES	MONTH/DAY	DIVERSION QUANTITY
A47-02316A IRRIGATION	FROM 03-15 TO 11-15	10.500 CFS
TOTAL DIVERSION RATE/VOLUME CLAIMED		10.500 CFS

B. WR RECORDED USES:

PURPOSES	MONTH/DAY	DIVERSION QUANTITY
47-02316A IRRIGATION	FROM TO	10.500 CFS
TOTAL DIVERSION RATE/VOLUME CLAIMED		10.500 CFS

PRESUMPTION FLAG: D

C. FIELD EXAM REQUIRED?

	DATABASE	FIELD EXAMINER
DUE TO WATER-USE DISCREPANCY? (Y/N)	N	_____
DUE TO DIVERSION RATE DISCREPANCY? (Y/N)	N	_____
DUE TO PERIOD FROM/TO DISCREPANCY? (Y/N)	Y	_____

D. PERIOD OF USE:

RECOMMEND AS CLAIMED? Y() N()

RECOMMEND TO STANDARDS OR OTHER? Y() N() Explain in remarks, below.

REMARKS:

NOT FILMED
27 1994

A. DOES DIVERSION RATE CLAIMED AGREE WITH EXISTING RECORDS?

Y() N()

AJ TOTAL CLAIMED DIVERSION RATE: 10.500 CFS
 WR ROOT RIGHT TOTAL DIVERSION RATE: 10.500 CFS

*** IF NO or IF STATUTORY CLAIM or BENEFICIAL USE then flow measurement required. ***

** If an amount smaller than the original diversion rate is **

** claimed and an exam is NOT required, explain in remarks. **

FLOW MEASUREMENT REQUIRED?

FIELD
DATABASE EXAMINER

DUE TO STAGE OR DIVERSION RATE DISCREPANCY? (Y/N)

Y

B.

FLOW MEASUREMENT

MEASUREMENT METHOD _____, SEE ATTACHED CALCULATIONS.

C. ARE OTHER WATER RIGHTS USED? Y() N() IF YES COMPLETE OVERLAP REVIEW.

OTHER RIGHTS LISTED IN CLAIM: A47-02353, A47-07252, A47-04099, APPL.#47-07708.

LIST ALL RIGHTS WITH A SAME POU AND IRRIGATION USAGE:

CLAIM NO.	SOURCE	NAME	DIV. RATE	DIV. RATE/ACRE	DIV. VOL.	DIV. VOL./ACRE
A47-02316A	LITTLE SALMON FALLS CREEK	WRIGHT , DALE M.	10.500	0.008		
A47-02353	GROUNDWATER	WRIGHT , DALE M.	1.250	0.001		
A47-04099	SALMON FALLS CREEK	WRIGHT , DALE M.	8.200	0.006		
A47-07252	SALMON FALLS CREEK	WRIGHT , DALE M.	20.000	0.016	400.00	0.32
A47-12971	GROUNDWATER	WRIGHT , DALE M.	0.100	0.100		

LIST ALL RIGHTS WITH _____ BUT NOT USED FOR IRRIGATION.

CLAIM NO.	NAME	MONTH/DAY	RATE	VOLUME
A47-12971	WRIGHT , DALE M.	FROM 01-01 TO 12-31	.100 CFS	
A47-12971	WRIGHT , DALE M.	FROM 01-01 TO 12-31	.040 CFS	

NOT FILLED
 JUL 27 1994

D. RATE/VOLUME CALCULATIONS: (IRRIGATION)

1a. IRRIGATION RATE
ACRES _____ x 0.02 CFS/ACRE = _____ CFS
(Taken from p/u review)

DOES AMOUNT CLAIMED EXCEED 0.02 CFS/ACRE? Y(____) N(____)

*** IF YES ADDITIONAL WATER USE FORM FILED AND ATTACHED? Y(____) N(____) ***

1b. CALCULATIONS

2. IRRIGATION CONSUMPTIVE USE
CLAIMED CONSUMPTIVE USE = 2139.0 AF/A
ACRES _____ x CONSUMPTIVE VOL. AF/A FOR AREA _____ =
TOTAL CONSUMPTIVE USE _____ AF/A

3. IRRIGATION DIVERSION VOLUME
CLAIMED DIVERSION VOLUME = _____ AF/A
ACRES _____ x DIVERSION VOL. AF/A FOR AREA _____ =
TOTAL DIVERSION VOLUME _____ AF/A

4. CALCULATIONS FOR USES OTHER THAN IRRIGATION:
SEE ATTACHED SHEET? Y(____) N(____)

REMARKS: (Include comments on CONSUMPTIVE USE for combined rights.)

11-11-11

=====

RECOMMENDATIONS:

REC. PURPOSES	REC. PERIOD FROM TO	REC. DIV RATE CFS	REC. DIV VOL. AF/A	REC. CONS. USE
		DATABASE EXAMINER	DATABASE EXAMINER	DATABASE EXAMINER
IRRIGATION	03-15 11-15	10.500		2139.0
TOTAL FOR THIS RIGHT		10.500		2139.0

REVIEWED BY: _____

DATE: _____

MICROFILMED

OCT 27 1994

A. CHECK ONLY THE FOLLOWING THAT APPLY:

	ACCEPTED AS CLAIMED	NEEDS REVIEW
OWNERSHIP _____	()	()
FORFEIT/ABANDON _____	()	()
ADDITIONAL DIV. AMOUNT _____	()	()

B. SPLIT WATER RIGHT REVIEW

ROOT WATER RIGHT NUMBER: 47-02316

	DATABASE	EXAMINER	CFS
TOTAL DIVERSION RATE OF WR SPLITS	20.750		

SPLITS:

OLD RIGHT NUMBERS	CURRENT CLAIM NUMBERS	DIVERSION RATE	CURRENT "R" CLAIM NUM.	"R" DIV. RATE	WR RIGHT NUMBERS	DIVERSION RATE
-	A47-02316A	10.500	-		47-02316A	10.500
-	A47-02316B	3.330	-		47-02316B	3.330
-	-		-		47-02316	
-	-		-		47-02316C	6.920
	TOTAL CFS	13.830				20.750

DIVERSION RATE REVIEW

DO THE SUM CFS RATE OF THE SPLITS EQUAL THE ROOT RIGHT CFS RATE? (Y/N)
IF NO, is the written review sheet attached? (Y/N)

DATABASE	FIELD EXAMINER
N	

REMARKS:

AUTHENTICATION:

SIGNATURE

DATE: _____

NAME OF FIELD EXAMINER _____

TITLE: _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

01113121
04/23/92

PAGE: 17
PROFILE REPORT

CLAIM NUMBER: A47-02316A

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	DALE M. WRIGHT	01/12/1959	IRRIGATION	03-15 11-15	10.50 CFS	
C	DIANE T. WRIGHT 891 BRIARWOOD DR. TWIN FALLS ID 83301 (208) 734-5927					
					TOTAL DIVERSION:	10.50 CFS
					CONSUMPTIVE USE:	2139.0 AFA

Water Source: LITTLE SALMON FALLS CREEK

Tributary to: SNAKE RIVER

Stage: DECREED

Point(s) of Diversion:

T10S R13E S20

NESENE

TWIN FALLS 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	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM
09S	13E	32	:									:									:	40		40		40		40		:	160.0
10S	13E	4	:	01-39		02-39		40		40		:	03-39		04-39		40		40		:	40		36		40		40		:	592.0
10S	13E	5	:			39		39		40		:			39				40		:	40				40		40		:	477.0
																												TOTAL ACRES	1229.0		

POU County: TWIN FALLS

Other Rights: A47-02353, A47-07252, A47-04099, APPL.#47-07708.

Remarks: DECREE GIVEN LIC. NO.
WR IS LIMITED TO USE ON 713 ACRES AS ORIGINALLY DECREED BUT
WATER IS COMBINED WITH OTHER WR AND USED IN ONE SYSTEM OVER
ENTIRE WR LISTED.

Dates: Date: Verified Date: 05/06/1985

Misc: Act Number: Field Inspection Flag:
Presumption Flag: D

POOR ORIGINAL

Form 219
6/86

FEB 14 1989

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

Department of Water Resources

A. GENERAL INFORMATION

Permit No. 47-7252

1. Owner: Dale M. Wright

Phone No. _____

Current Address: 891 Bridgwood Drive, Twin Falls, ID 83301

2. Accompanied by: Mr. Wright

EXAM. DATE: 7-24-84

Address: _____

Phone No. _____

Relationship to Permit Holder: _____

3. Source: Salmon Falls Cr. tributary to Snake River

B. OVERLAP REVIEW

1. Other water rights with same place of use: 47-4099, 47-2316A, 47-2353

☐ Copies Attached

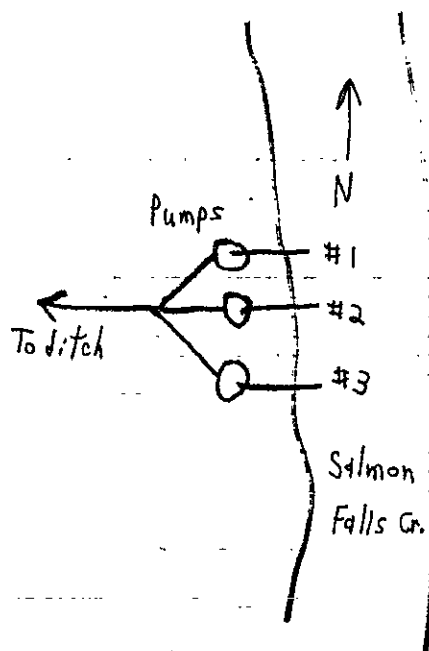
2. Other water rights with same point of diversion: 47-4099, 47-2316A

☐ Copies Attached

☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

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



Scale: 1" = _____

2. ☒ Copy of U.S.G.S. Quadrangle Attached
Showing location(s) of point(s) of diversion and
place(s) of use (required).

☒ Photo of Diversion and System Attached

(required for all but single household domestic groundwater, and stockwater.

☒ Aerial Photo Attached
(required for irrigation of 10 acres or more).

MICROFILMED

OCT 27 1991

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

3 pumps in Salmon Falls Creek, common mainline up the hill on west side of canyon, open discharge into concrete ditch. Ditch to 90-acre feet reservoir. Pump in reservoir to sprinklers.

8 ac. in SE/SE Sec. 4 is irrigated. This is BLM land & should not be licensed, however.

POOR ORIGINAL

☐ See Remarks on page 4 for continuation

4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
1 (river)	GE	300	MWJ122119	Aurora	3X471152A
2 "	"	400	AVJ113014	"	3X471154
3 "	"	300	BJJ229112	"	3X471152B
4 (reservoir)	"	150	LEJ1112116	"	-

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

5. Point(s) of Diversion:

Ident. No.	Gov't. Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks
1			SE	NE	20	10S	13E	Twin Falls	
2			"	"	"	"	"	"	
3			"	"	"	"	"	"	
4			SE	SE	4	"	"	"	re-diversion

6. Place(s) of Use:

Indicate Method of Determination Aerial photos

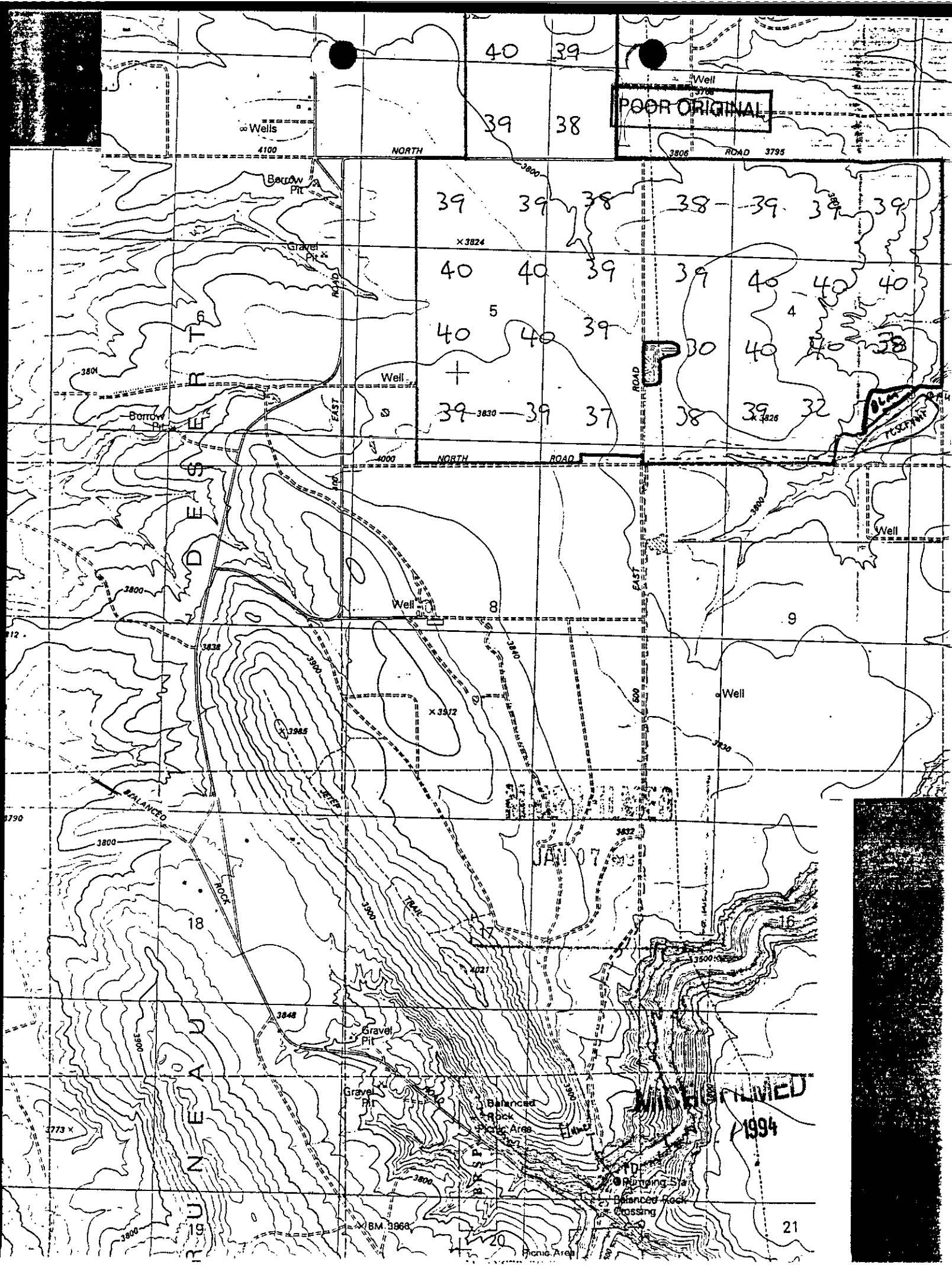
Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
10S	13E	4	39	39	40	40	39	38	39	40	40	30	38	39	38	40	32		571
		5	38	39	40	39	39			40	40			39	39	40	39	39	469
9S	13E	32													39	40	39	38	156

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JAN 11 1981

Do not use this space





State of Idaho
DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

April 27, 1992

Mr. and Mrs. Dale M. Wright
891 Briarwood Dr.
Twin Falls, ID 83301

RE: Snake River Basin Adjudication (SRBA)
Twin Falls County

Dear Mr. and Mrs. Wright:

I am in the process of reviewing the Notices of Claim to a Water Right which you filed for land irrigated by Salmon Falls Creek and groundwater located in Township 9 South, Range 13 East, Section 32, and Township 10 South, Range 13 East, Sections 4 and 5. At this time, I am reviewing the claims that include irrigation. There are five claims in this category: A47-02316A, A47-02353, A47-04099, A47-07252 and A47-12971.

Two of these claims, A47-04099 and A47-12971 are based on beneficial use. Water rights of this type are established by the historical use of water for a beneficial purpose, dating back to the time the water was first used. This date is the Priority Date as shown on the enclosed print-out. The Department is under a legal obligation to gather evidence from the claimants supporting the date of first use, or Priority Date, for claims based on historical beneficial use of water.

Enclosed is a pamphlet entitled "Evidence of Priority" which describes the types of evidence required and explains what kind of documents will fulfill this requirement. While we encourage you to read the entire pamphlet, we would like to direct your attention to the right-hand half of this pamphlet. There you will find information concerning the evidence requirements mentioned above. The other sections describe to you why this evidence is necessary. Please submit this evidence by June 15, 1992.

If no evidence is submitted, your claimed priority date cannot be recommended to the Court for decree. This could jeopardize your water use under this right. It is our goal to decree the historical water rights within the Snake River Basin as accurately as possible.

Additionally, I will be conducting field examinations for adjudication claims in the area during the week of May 11. I will be verifying the combined diversion system for the two sources of

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MEMORANDUM

To: FILES A47-02316A, 02353, 04099, 07252

From: HELEN HARRINGTON-THORNTON

Date: March 22, 1993

Subject: PARTIAL REVIEW OF CLAIM

=====

I began a review of Dale Wright's claims due to work being conducted in the Blue Gulch Critical Groundwater Area by Western Region personnel. Roxanne McCarthy and I conducted some field work in May, 1992 in the area, which included a visit to Mr. Wright's property.

At the time of the field visit, I had two basic questions about the water use:

A47-12971 - this is a well used for domestic, stock and irrigation uses. I did not take any measurements, however, I did confirm the existence of the well and uses. Photos can be found in the file.

Supplemental rights from Salmon Falls Creek and ground water for irrigation. I confirmed that the well pumps into the canal which carries the water from the creek.

The irrigation rights (A47-02353, A47-02316A, A47-04099 and A47-07252) generally have been claimed as permissable place of use, with a a few acres difference on each claim. Based on the most recent licensing exam (47-07252, 7-24-84) the total irrigated acres is 1196.

Additionally, it appears that the total capacity of the Salmon Falls Creek diversion is 16.0 cfs. I have made this determination based on the July, 1984 field examination. Therefore, the total diversion rate of the three Salmon Falls Creek rights (47-07252, 02316A, and 04099) is 16.0 cfs. However, I have not yet acquired evidence of priority for A47-04099. Once evidence is submitted, final recommendations can be made combining all these rights.

I have not completed the review of A47-12971 either, because evidence of priority is needed. Rather than follow up on this now, it will probably be better to wait until Basin 47 is being worked on in case other questions arise and all of these issues can be dealt with together.

MICROFILMED

001 21 104

Log for claim 47-02316A

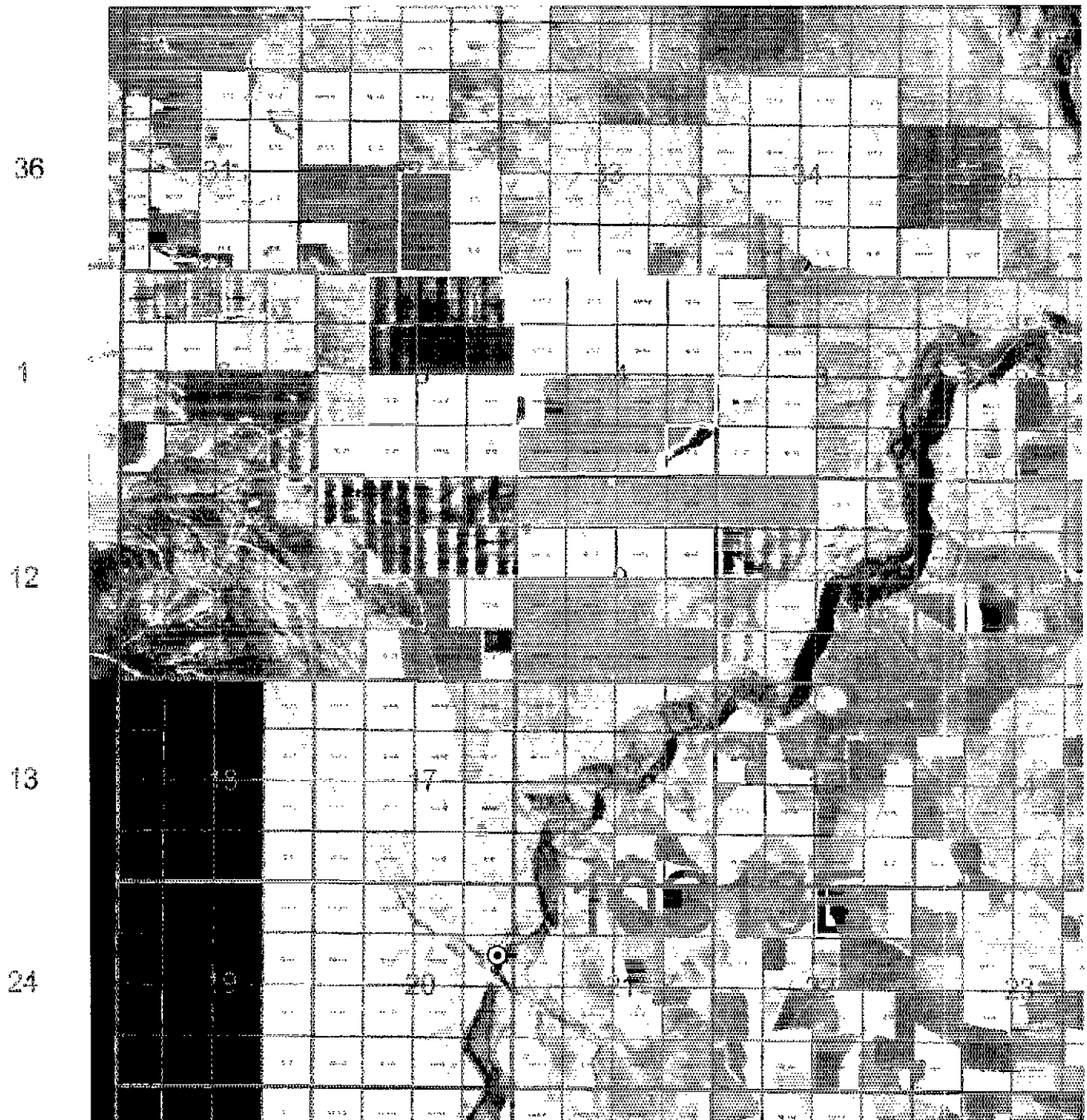
Spatial Dynamics BTB

2/15/01

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
09s13e	32	NESE	40	39	
09s13e	32	NWSE	40	40	
09s13e	32	SWSE	40	39	
09s13e	32	SESE	40	38	
10s13e	4	NENE	39	38	
10s13e	4	NWNE	39	38	
10s13e	4	SWNE	40	40	
10s13e	4	SENE	40	40	
10s13e	4	NENW	39	39	
10s13e	4	NWNW	39	38	
10s13e	4	SWNW	40	39	
10s13e	4	SENW	40	40	
10s13e	4	NESW	40	40	
10s13e	4	NWSW	36	27	
10s13e	4	SWSW	40	37	
10s13e	4	SESW	40	38	
10s13e	4	NESE	40	39	
10s13e	4	NWSE	40	40	
10s13e	4	SWSE	40	36	
10s13e	5	NENE	39	38	
10s13e	5	NWNE	39	39	
10s13e	5	SWNE	40	41	
10s13e	5	SENE	40	39	
10s13e	5	NENW	39	39	
10s13e	5	SENW	40	41	
10s13e	5	NESW	40	40	
10s13e	5	SESW	40	39	
10s13e	5	NESE	40	39	
10s13e	5	NWSE	40	40	
10s13e	5	SWSE	40	39	
10s13e	5	SESE	40	37	
Totals:			1229	1196	

Water Right Claim Number 47-02316A
Townships , 9S13E, 10S13E

02/15/2001



Legend

Irrigated Area

Section Line

Roads



Place of Diversion

Quarter Section Line

Streams and Canals

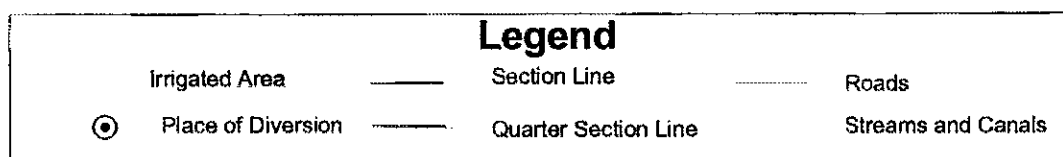
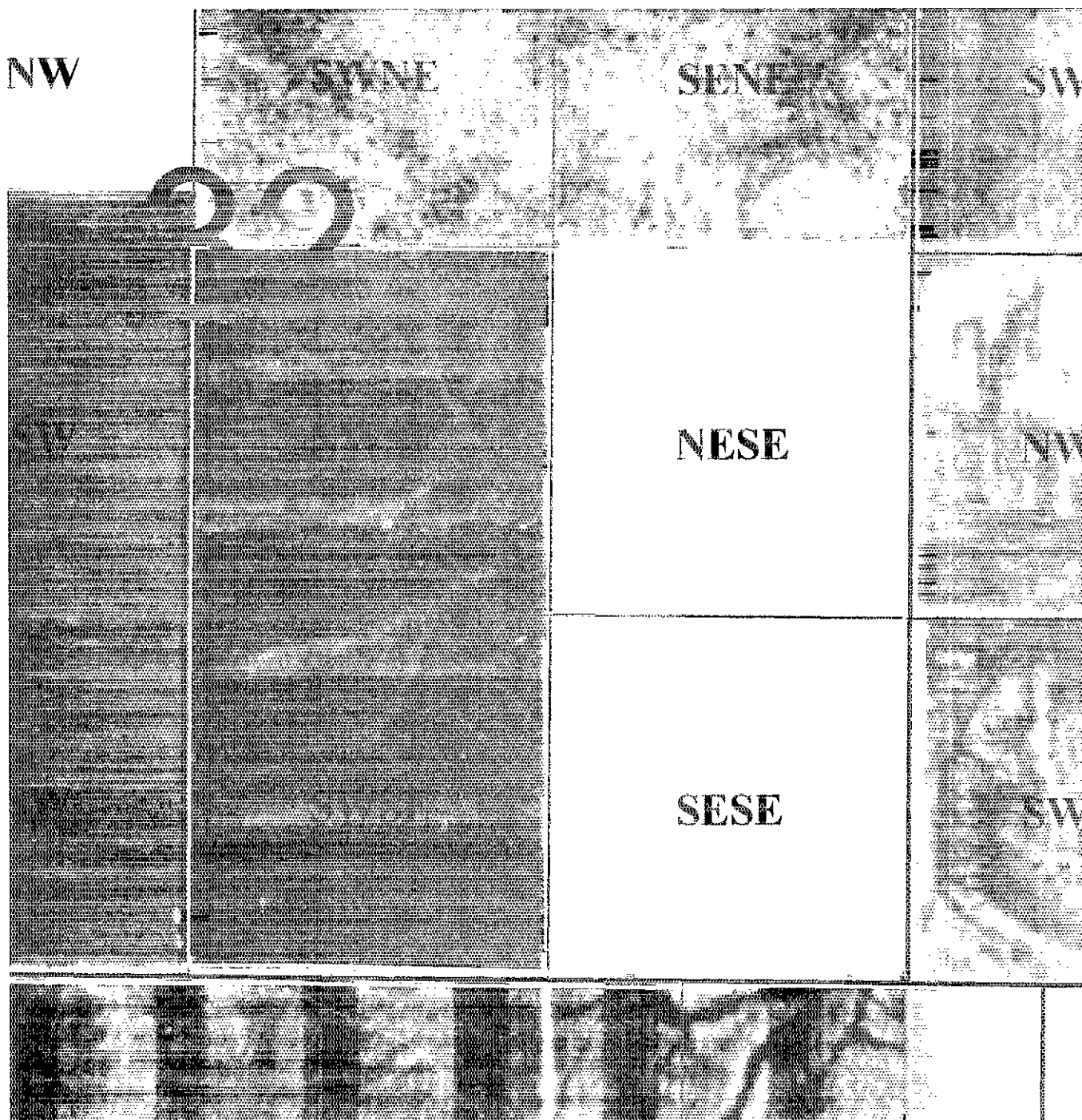


3000 0 3000 6000 Feet

SPATIAL
DYNAMICS

Water Right Claim Number 47-02316A
Townships , 9S13E, 10S13E

02/15/2001



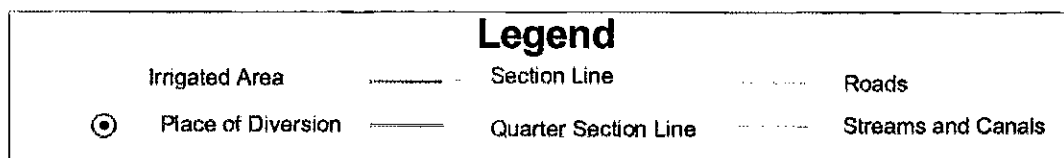
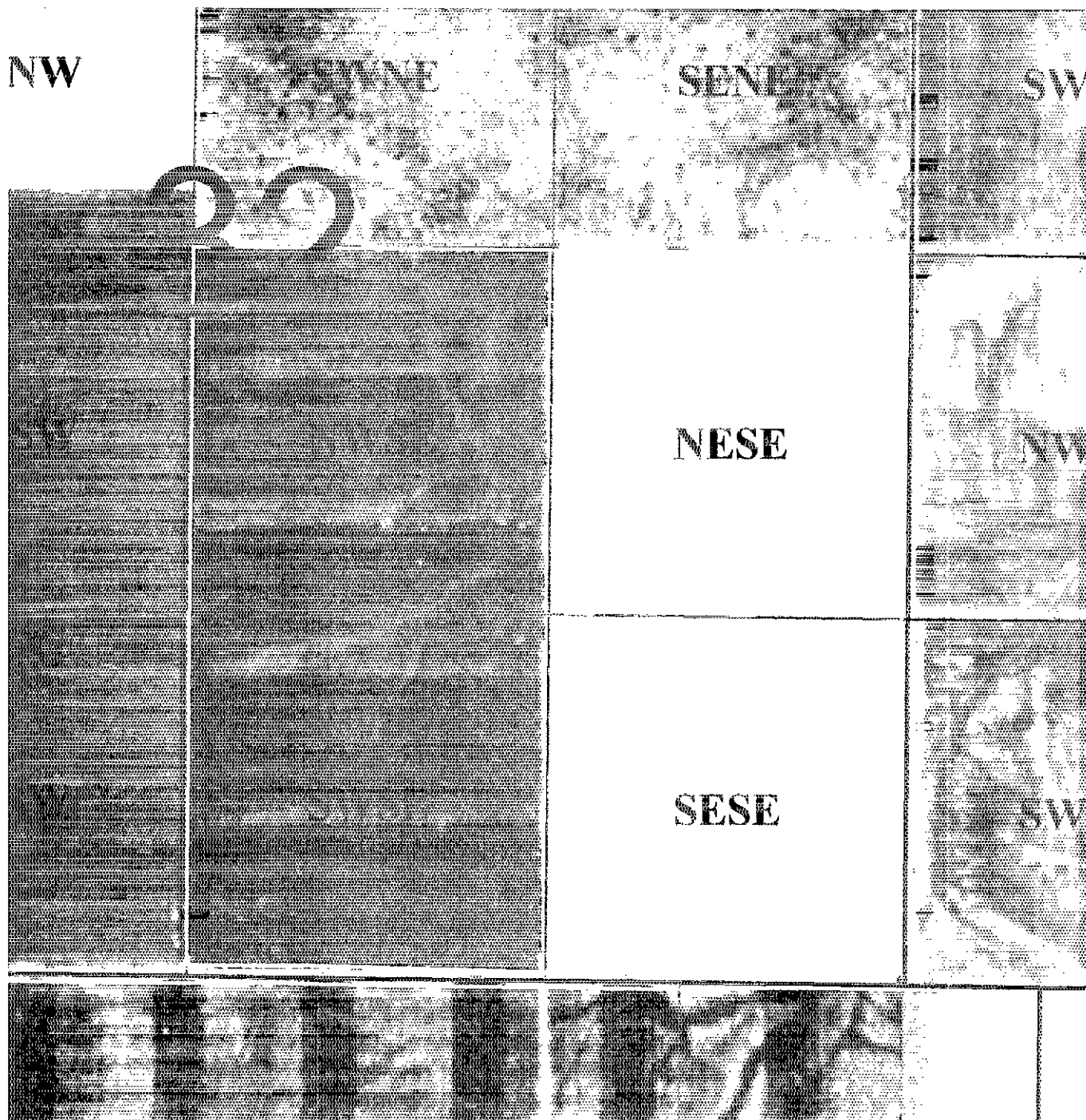
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SPATIAL
DYNAMICS

Water Right Claim Number 47-02316A
Townships , 9S13E, 10S13E

02/15/2001



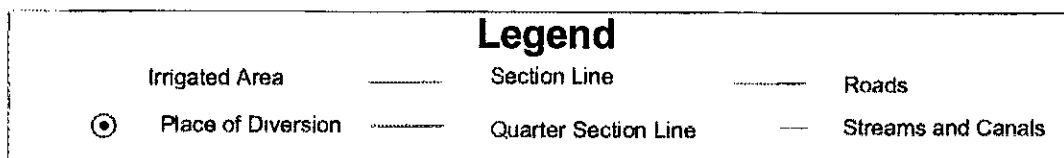
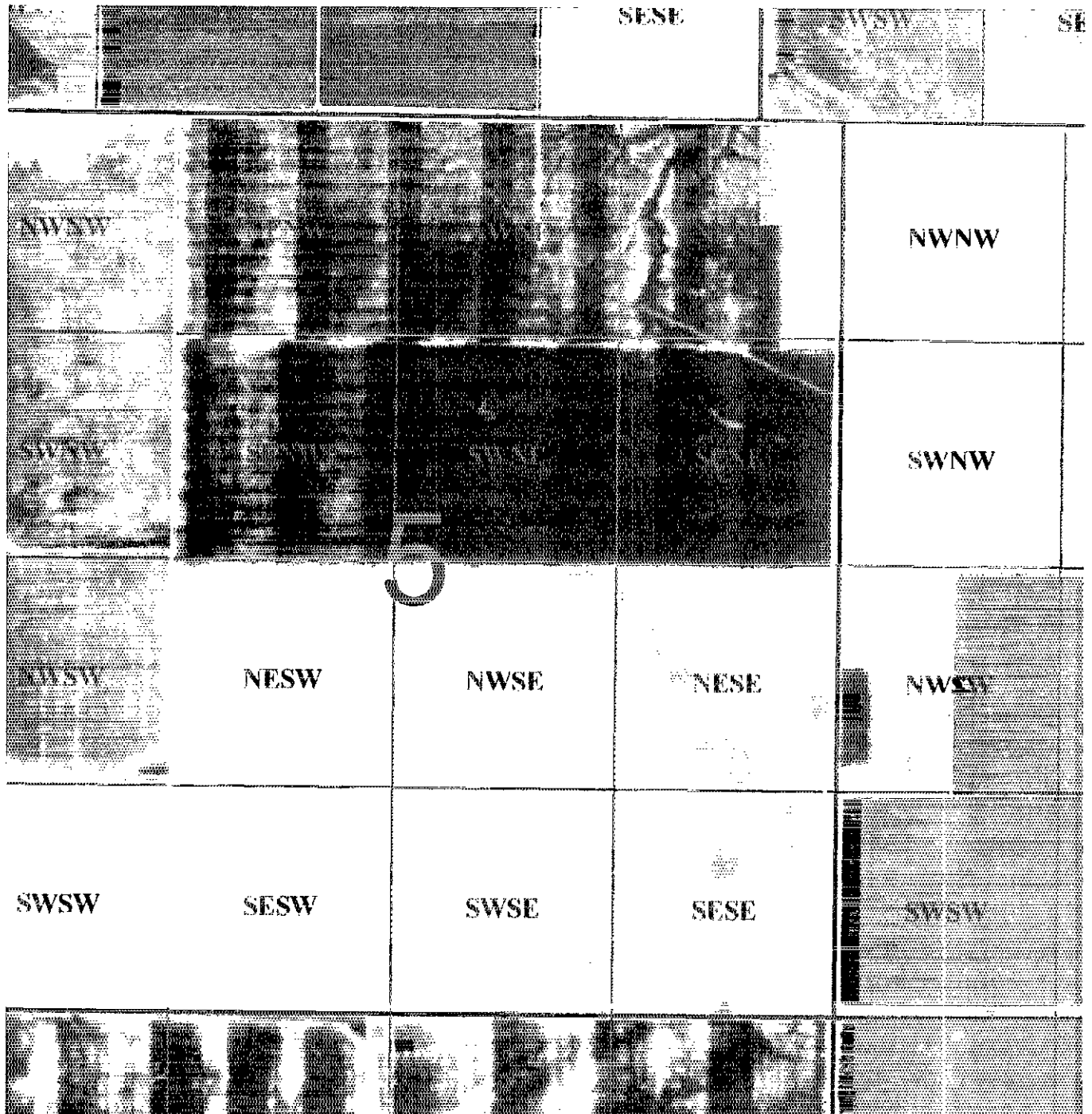
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SPATIAL
DYNAMICS

Water Right Claim Number 47-02316A
Townships , 9S13E, 10S13E

02/15/2001



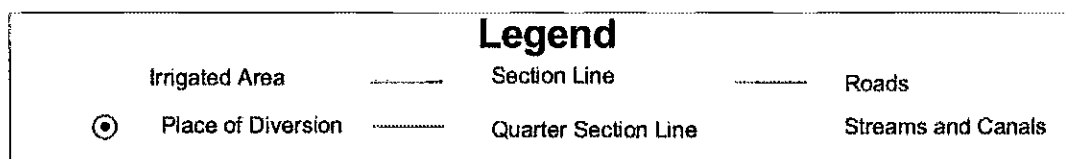
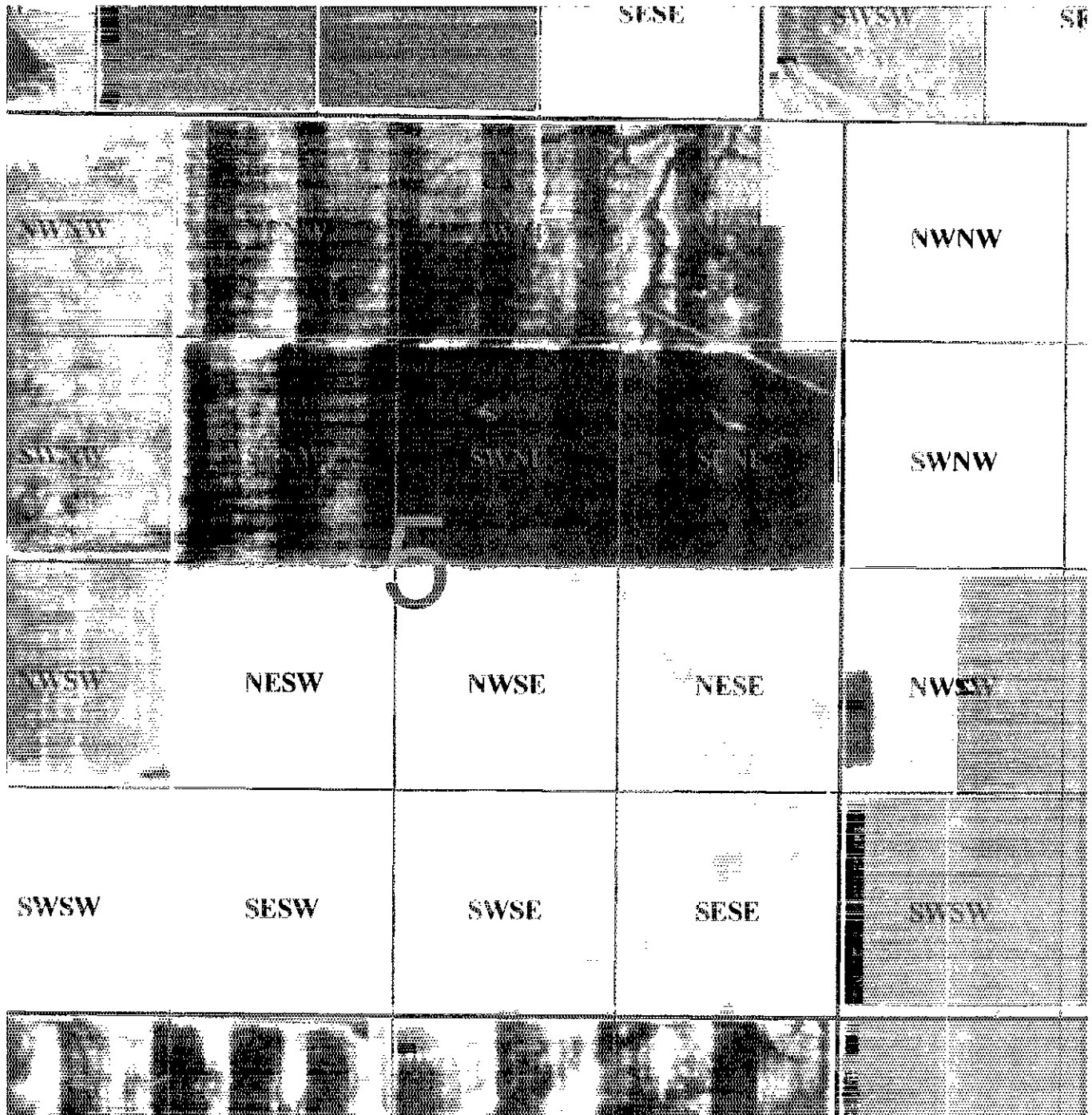
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SPATIAL
DYNAMICS

Water Right Claim Number 47-02316A
 Townships , 9S13E, 10S13E

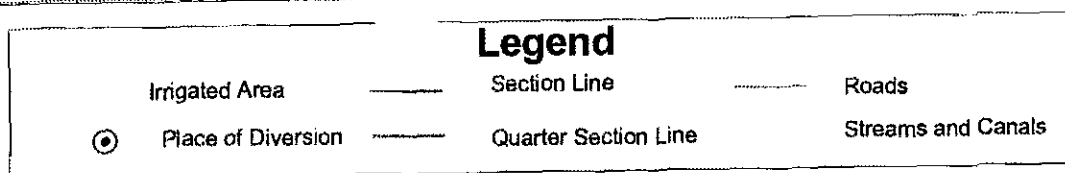
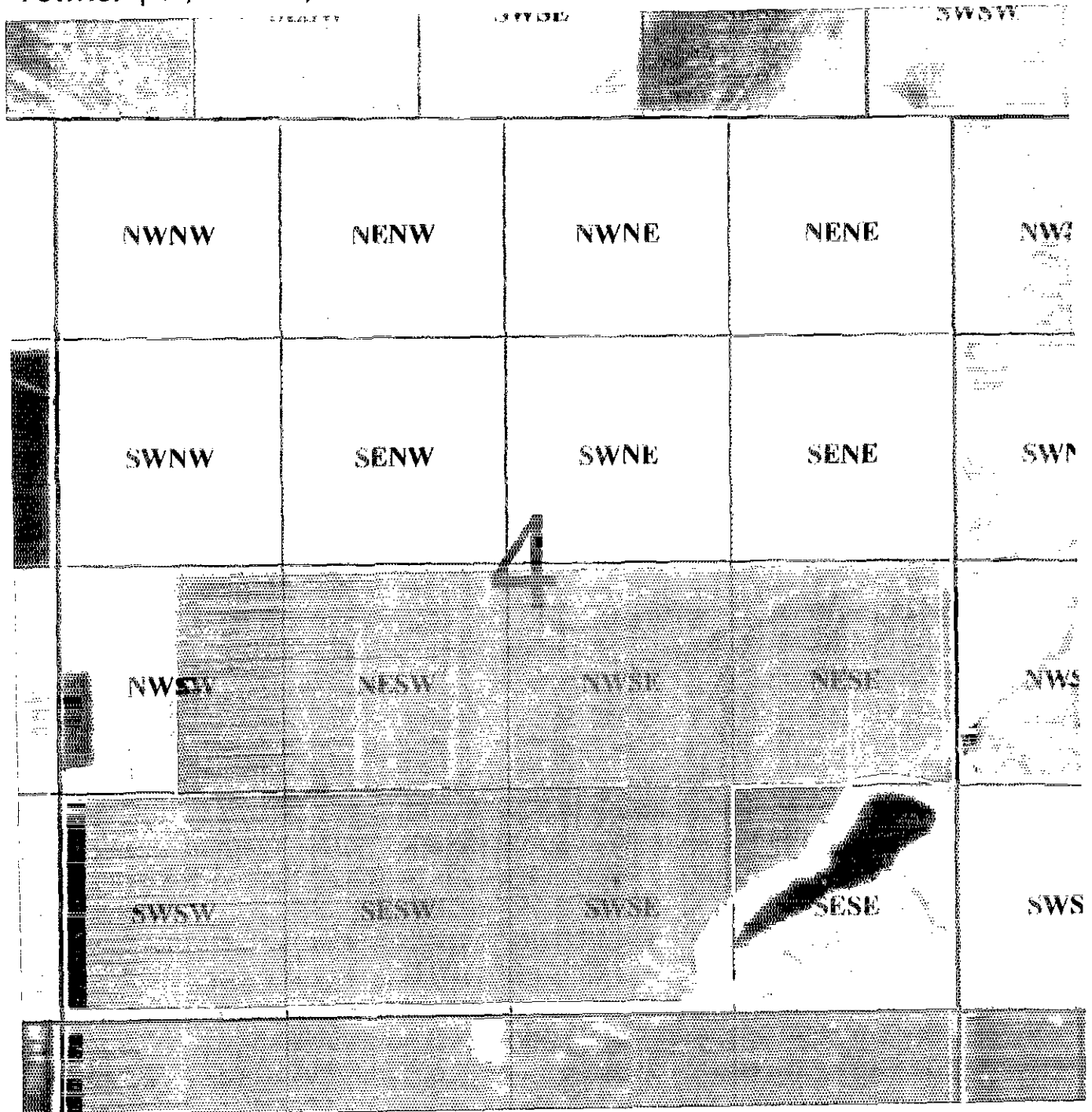
02/15/2001



SPATIAL DYNAMICS

Water Right Claim Number 47-02316A
Townships , 9S13E, 10S13E

02/15/2001



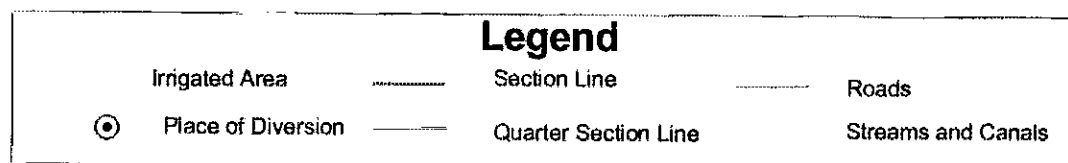
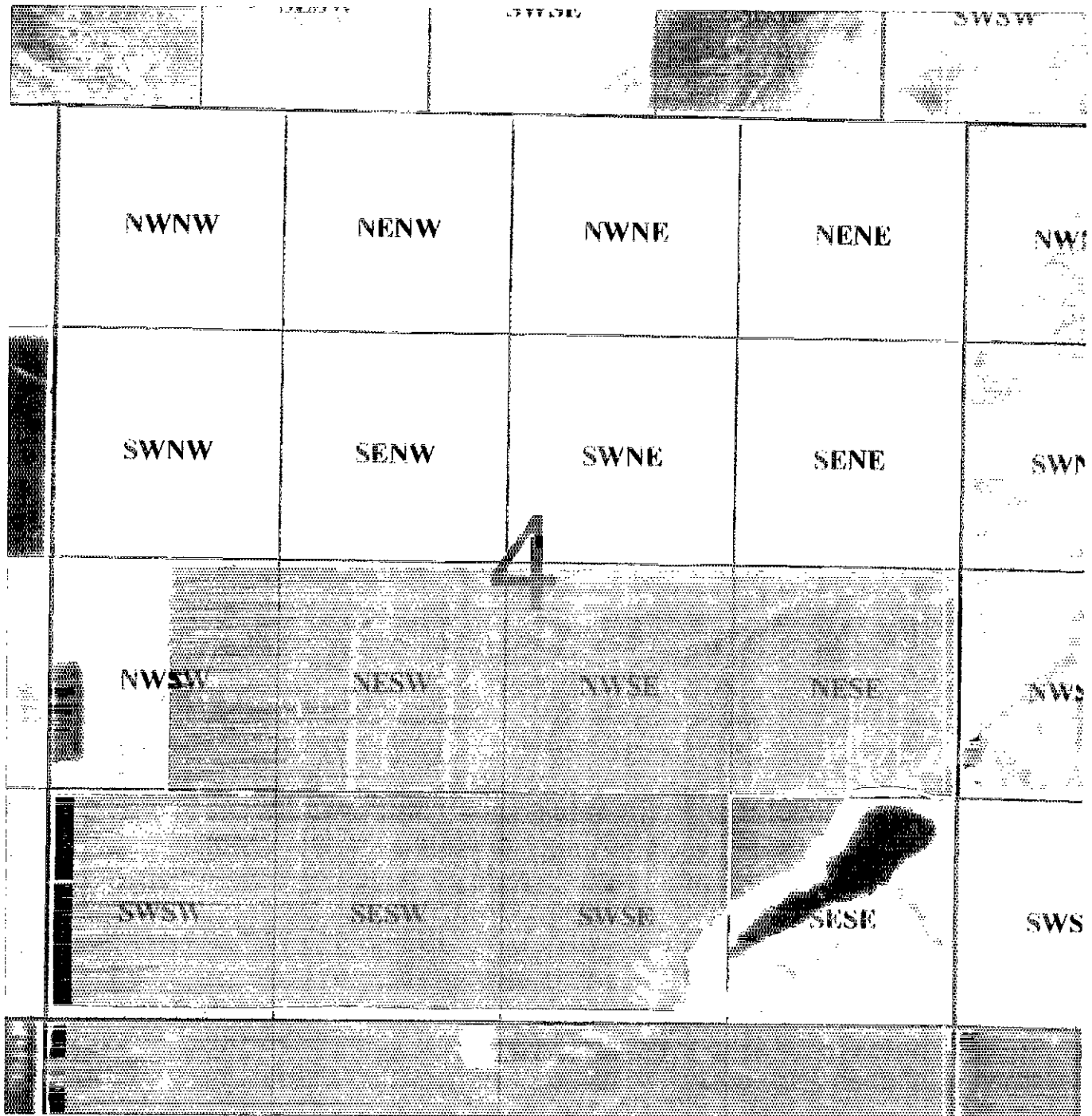
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SPATIAL
DYNAMICS

Water Right Claim Number 47-02316A
Townships , 9S13E, 10S13E

02/15/2001



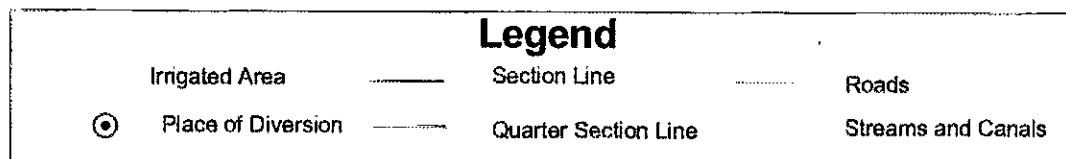
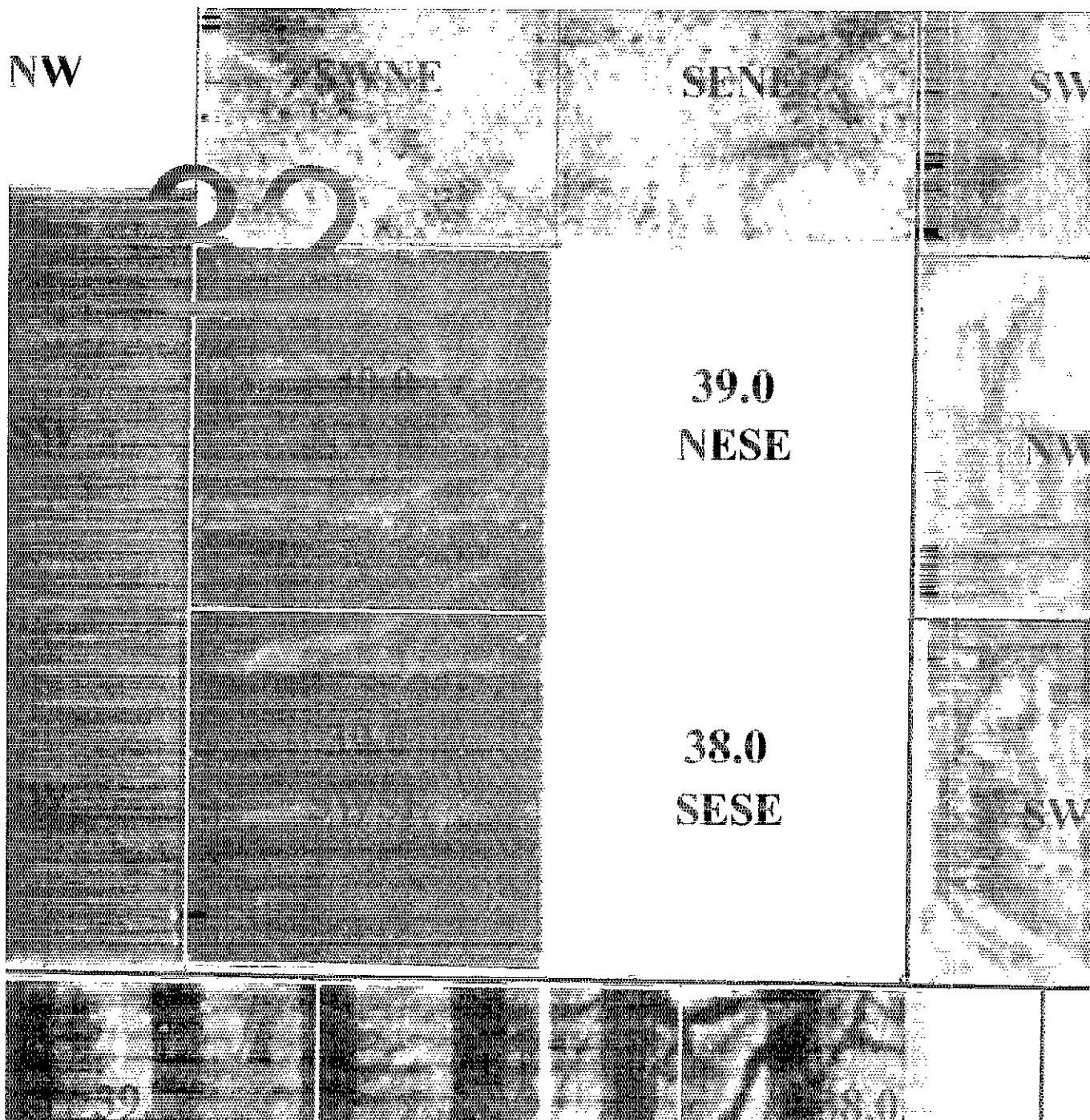
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SPATIAL
DYNAMICS

Water Right Claim Number 47-02316A
Townships , 9S13E, 10S13E

02/15/2001



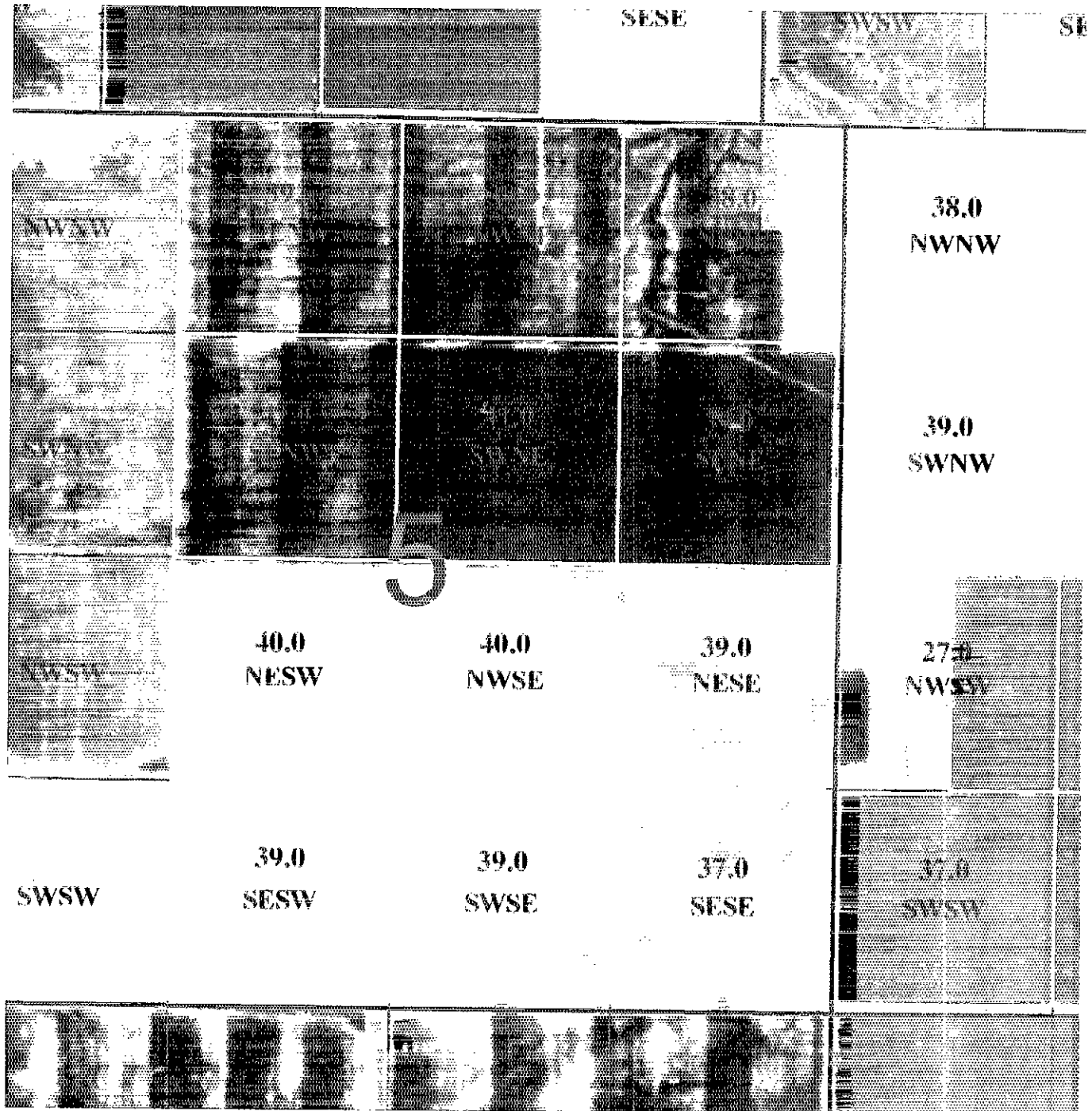
400 0 400 800 Feet



SPATIAL
DYNAMICS

Water Right Claim Number 47-02316A
Townships , 9S13E, 10S13E

02/15/2001



Legend

Irrigated Area	Section Line	Roads
Place of Diversion	Quarter Section Line	Streams and Canals

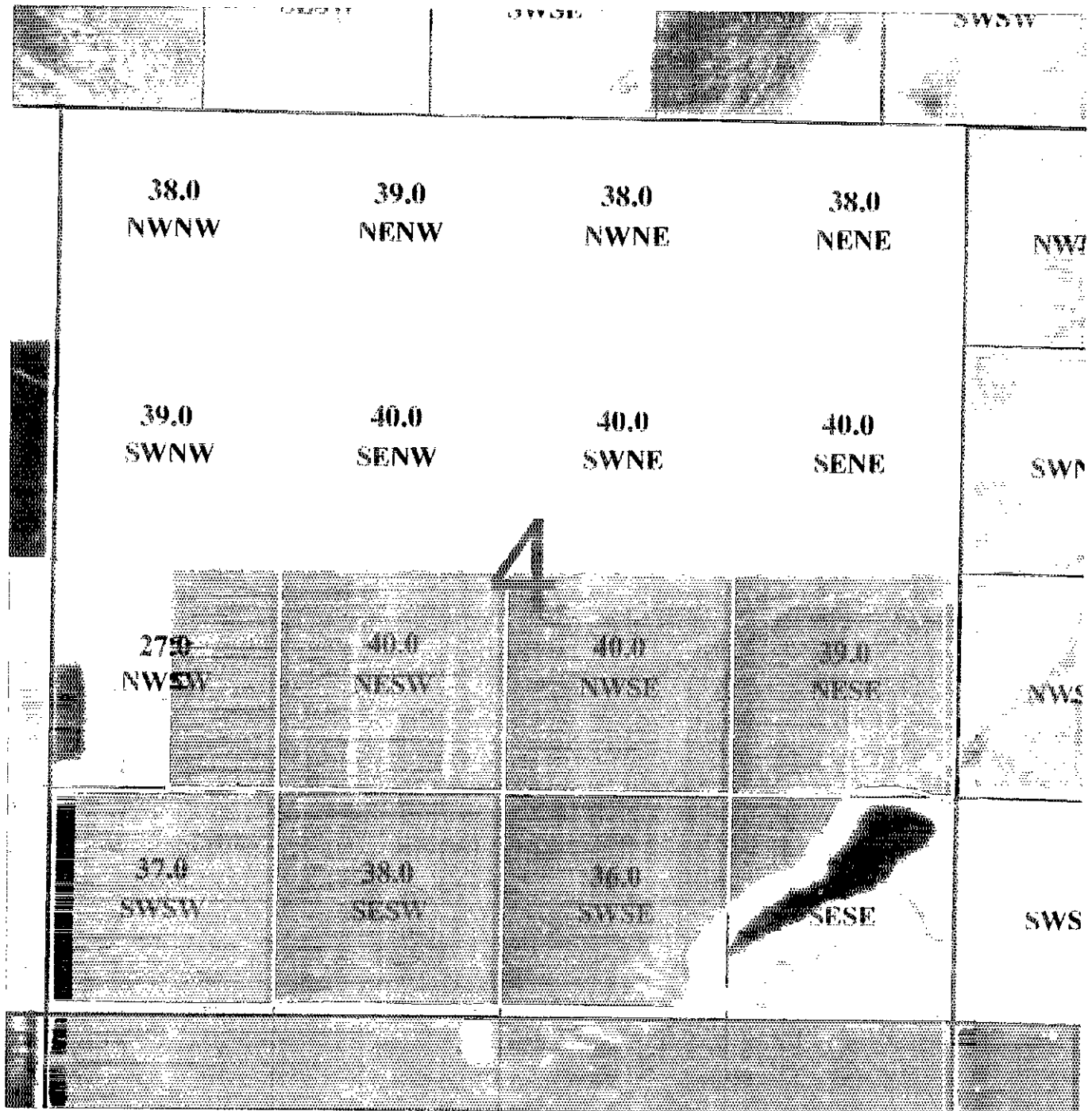
600 0 600 1200 Feet



SPATIAL
DYNAMICS

Water Right Claim Number 47-02316A
 Townships , 9S13E, 10S13E

02/15/2001



Legend

Irrigated Area	Section Line	Roads
Place of Diversion	Quarter Section Line	Streams and Canals

600 0 600 1200 Feet



SPATIAL
DYNAMICS

AJ5809NP
No. A47-02316A

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 01/30/01
PAGE: 30

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	DRISCOLL BROTHERS PARTNERSHIP 2250 S 3200 ABERDEEN ID 83210 (208) 226-2168	01/12/1959	IRRIGATION	03-15 11-15	10.500 CFS	
					TOTAL DIVERSION: CONSUMPTIVE USE:	10.500 CFS 2139.00 AFA

Water Source: LITTLE SALMON FALLS CREEK

Tributary to: SNAKE RIVER

Stage: DECREED

Point(s) of Diversion:

T10S R13E S20

NESENE

TWIN FALLS 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			
09S	13E	32	:															40	40	40	40	: 160.0		
10S	13E	4	:	01-39	02-39	40	40	:	03-39	04-39	40	40	:	40	36	40	40	:	40	40	40	: 592.0		
10S	13E	5	:	39	39	40	40	:	39			40	:	40			40	:	40	40	40	: 477.0		
																			TOTAL ACRES					1229.0

POU County: TWIN FALLS

Other Rights: A47-02353, A47-07252, A47-04099, APPL.#47-07708.

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):

A47-02402 A47-02417 A47-04099 A47-07252 A47-07569 A47-07615 A47-07618 A47-07642 A47-16773 R47-07252
R47-07569 R47-07615

Other Water Rights Listing Overlapping Place(s) of Use:

A47-02353 A47-04099 A47-12971

Remarks: GEN DECREE GIVEN LIC. NO.

WR IS LIMITED TO USE ON 713 ACRES AS ORIGINALLY DECREED BUT
WATER IS COMBINED WITH OTHER WR AND USED IN ONE SYSTEM OVER
ENTIRE P/U LISTED.

1/28/97 TF; OWNERSHIP CHANGED WRIGHT TO DRISCOLL BROS.

2/25/2000 TF; ADDED IDAHO AGRICULTURAL CREDIT ASSN AS LIENHOLDER.

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:

Presumption Flag: D

Audit: 12/22/88 CLELLAND 03/30/95 POST-STD 01/28/97 TFAWCETT 02/25/00 TFAWCETT

State of Idaho
License and Certificate of Water Right

Water License No. 27711 (part) (A)

Amount 10.5 c.f.s.

Water District No.

Priority January 12, 1959
John E. Keller - Orelene I.
Petersen - Frances J. Keller

THIS IS TO CERTIFY that Kenneth W. Marshall - Assignee - Petersen - Frances J. Keller of Twin Falls, Idaho, made application for a permit to appropriate the public waters of the State of Idaho, dated January 12, 1959; that Permit No. 27711 (part) was issued under said application; that Certificate of Completion of works, with a carrying capacity of 10.5 second feet, was issued thereunder on August 13, 1964, showing that said works were completed on the 16th day of December, 1963; and that on the 16th day of December, 1963, John E. Keller - Assignee - Orelene I. Petersen - Frances E. Keller

of Idaho Falls, State of Idaho, made proof to the satisfaction of the State Reclamation Engineer of Idaho, of the right to use the waters of Little Salmon Falls Creek, a tributary of Snake River, for the purpose of irrigation, under Use Permit No. 27711 (part) 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 13 of Licenses at page 7943, on the 13 day of August, 1964; The right hereby confirmed dates from January 12, 1959;

The Point of Diversion is located in the SE 1/4 NE 1/4, Sec. 20, Tp. 10 S., R. 13 E., B. M. Twin Falls County

That the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall not exceed 10.5 cubic feet per second.

Description and location of use:

Twp.	Range	Sec.	Forty-acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
10 S.	13 E.	To John E. Keller - 7.0 c.f.s.			
		5	NE 1/4 NE 1/4	40	39
			NW 1/4 NE 1/4	40	39
			S 1/2 NE 1/4	80	80
			NE 1/4 NW 1/4	40	39
			SE 1/4 NW 1/4	40	40
			E 1/2 SW 1/4	80	80
			SE 1/4	160	160
		To Orelene I. Petersen - 2.5 c.f.s.			
		4	NW 1/4 SW 1/4	40	36
			S 1/2 SW 1/4	80	80
		To Frances J. Keller - 2.0 c.f.s.			
		4	(Lot 3) NE 1/4 NW 1/4	40	20
			(Lot 4) NW 1/4 NW 1/4	40	20
			S 1/2 NW 1/4	80	80

Total number of acres to be irrigated: 713

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

13th day of August, 1964.

/s/ RALPH W. THOMAS
Deputy State Reclamation Engineer.

(SEAL)

117.

10002

Application For Permit
To Appropriate the Public Waters of the State of Idaho

APPLICATION No. 35647
PERMIT No. 27711
DISTRICT No.

Kenneth W. Marshall
P. O. Box 1011r
Twin Falls, Idaho

1. Name of Applicant: KENNETH W. MARSHALL

Postoffice address: Twin Falls

County: Twin Falls

State: Idaho

I. If applicant is a corporation, give:

(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 on hand:

(b) Treasury stock:

(c) Bond to be issued:

(d) Other resources:

2. Quantity of water claimed: 25.0

cubic feet per second.

3. Source of water supply: Little Salmon Falls Creek

which is a tributary of Snake River

4. Location of point of diversion:

feet distant from the

corner of Section

, T.

, R.

, B.M., and is in the

NW 1/4

of section 16

, T.

10 S,

R.

13 E,

B. M.,

County of

Twin Falls

5. Water is to be used for Irrigation

6. If for mining, milling, power or manufacturing purposes, give:

(a) Point of use of water:

feet distant from

corner of Section

, T.

, R.

, B.M., in the

of Section

, T.

, R.

, B.M.

(b) Amount of power generated:

feet head.

feet head.

(c) Water is to be returned to

at a point

feet

distant from the

corner of Section

, T.

, R.

, B.M., in the

of Section

, T.

, R.

, B.M.

7. Estimated cost of works: \$ 80,000

8. Kind of works: pump, pipe and ditches

9. Height of dam

feet; length of dam at top

feet; length of dam at bottom

feet; material used in dam:

10. Size of headgate: Width

feet; height

feet.

11. Ditch: Width at bottom

4

feet; width at water line

8

feet; depth of water

2

feet;

dimensions of flume:

Diameter of pipe

30

inches; length of conduit

2

miles.

Average grade per mile

5

feet.

12. The time required for the completion of such work is

5

years.

13. The time required for the complete application of the water to the proposed use is

6

additional years.

14. The land to be irrigated is described in the following tabulation: See remarks.

15. Existing water rights and/or valid permits appurtenant to the lands to be irrigated are:
Blue Gulch Irrigation Company

Permit 26934

APPROVAL OF STATE RECLAMATION ENGINEER

I, Ralph W. Thomas, Deputy State Reclamation Engineer of the State of Idaho, hereby approve the above and foregoing application for amendment to Permit to Appropriate the Public Waters of the State of Idaho, No. 27711. This approval constitutes a new permit and is issued as an amendment to the original permit, to which it refers, and of which it becomes a part, and said application is approved only insofar as the rights of others will not be adversely affected thereby.

/s/ RALPH W. THOMAS
Deputy State Reclamation Engineer

Recorded: November 29, 1962

Application for Amendment

LAND LIST

Permit No. 27711 Part

Comes now John E. Keller, and represents to the STATE RECLAMATION ENGINEER of the State of Idaho: That he is the owner and holder of a part of (600 inches or 12 c.f.s.) Permit to Appropriate the Public Waters of the State of Idaho, No. 27711, and requests that the list of lands to be irrigated, as described in said permit, be changed to read as follows: Lot 3 and 4, S1NW1, W1SW1, SE1SW1, Section 4, Lots 1 and 2, S1NE1, E1SE1, Lots 3 and 4, S1NW1, E1SW1, W1SE1, Section 5, all in Township 10 South, Range 13 East, Boise Meridian, in Twin Falls County, Idaho.

making a total of 240 acres.

That an additional amount of water is not asked for, and that the rights of others will not be adversely affected by such change.

Witness my hand at Twin Falls, Idaho this 24th day of October, 1963.

/s/ John E. Keller

Date of receipt at office of Department of Reclamation October 7, 1963

APPROVAL OF STATE RECLAMATION ENGINEER

I, Ralph W. Thomas, Deputy State Reclamation Engineer of the State of Idaho, hereby approve the above and foregoing application for amendment to Permit to Appropriate the Public Waters of the State of Idaho, No. 27711, Part. This approval constitutes a new permit and is issued as an amendment to the original permit to which it refers, and of which it becomes a part, and said application is approved only insofar as the rights of others will not be adversely affected thereby.

/s/ RALPH W. THOMAS
Deputy State Reclamation Engineer

Recorded October 15, 1963

ASSIGNMENT

For Value Received, the undersigned hereby assigns thirty-four (34) inches of water in and to Permit to Appropriate the Public Waters of the State of Idaho, No. 27711 to KENNETH W. MARSHALL and Helen L. Marshall, husband and wife, to be appurtenant to the Northeast Quarter (NE $\frac{1}{4}$) of Section Seventeen (17), Township Ten (10) South, Range Thirteen (13) E. B. M., Twin Falls County, Idaho.

Dated this 24th day of October, 1963.

s/ MARY L. THOMAS

Russell S. Thomas

STATE OF IDAHO)
) ss
County of Twin Falls)

On this 24th day of October, 1963, before me, the undersigned, a Notary Public in and for said County and State personally appeared MARY L. THOMAS and RUSSELL S. THOMAS, husband and wife, 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 first above written.

s/ JAMES M. CUNNINGHAM
Notary Public for Idaho
Residing at Twin Falls, Idaho

(SEAL)

STATE OF IDAHO)
County of Bonneville)

On this _____ day of _____, 19____, before me, a Notary Public for the State of Idaho, residing at Idaho Falls, Idaho personally appeared JOHN E. KELLER and FRANCES J. KELLER, his wife, known to me to be the persons whose names are subscribed to the within instrument, and duly acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate first above written.

/s/ John L. Bloom
Notary Public Residing at Idaho Falls, Idaho

My Commission expires 11-9-67

(SEAL) Received and Recorded at Department of Reclamation: January 9, 1964

ASSIGNMENT

For value received, I hereby assign 100 inches of my right, title and interest in and to Permit to Appropriate the Public Waters of the State of Idaho, No. 27711 to Frances J. Keller of P. O. Box 281, Idaho Falls, Idaho, to be used upon Lots 3 and 4, S¹/₄SW¹/₄, Section 4, Township 10 S., Range 13 E., Boise Meridian, Twin Falls County, Idaho.

/s/ John E. Keller
Permit Holder
/s/ Frances J. Keller
Wife of Permit Holder

STATE OF IDAHO)
County of Bonneville)

On this _____ day of _____, 19____, before me, a Notary Public for the State of Idaho, residing at Idaho Falls, Idaho personally appeared JOHN E. KELLER and FRANCES J. KELLER, his wife, known to me to be the persons whose names are subscribed to the within instrument, and duly acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate first above written.

/s/ John L. Bloom, Notary Public Residing at Idaho Falls, Idaho

My commission expires 11/9/67
(SEAL)

Received and recorded at Department of Reclamation: January 9, 1964

constitutes a new permit and is issued as an amendment to the original permit, of which it refers and of which it becomes a part, and said application is approved only insofar as the rights of others will not be adversely affected thereby.

Recorded: November 19, 1963

s/ CARL E. TAPPAN
State Reclamation Engineer

Application for Amendment
POINT OF DIVERSION
Permit No. 27711

Comes now KENNETH W. MARSHALL and represents to the State Reclamation Engineer of the State of Idaho: That he is the owner and holder of Permit to Appropriate the Public Waters of the State of Idaho, No. 27711 (part).

That the point of diversion is described in said Permit as being located: NE¹/₄SW¹/₄, Section 16, T. 10 S., R. 13 EBM, Twin Falls County, Idaho.

That he now requests that the point of diversion be changed to a point located: SE¹/₄NE¹/₄, Section 20, Township 10 South, Range 13 EBM, Twin Falls County, Idaho.

That the reason for desiring to make such change is as follows: Less lift for water, resulting in saving of pipe and power; also, better access to site.

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

Signed at Boise, Idaho, this 13th day of November, 1963.

s/ KENNETH W. MARSHALL

Date of Receipt at Department of Reclamation: November 13, 1963

APPROVAL OF STATE RECLAMATION ENGINEER

I, CARL E. TAPPAN, State Reclamation Engineer of the State of Idaho, hereby approve the above and foregoing application for amendment to Permit to Appropriate the Public Waters of the State of Idaho, No. 27711. This approval constitutes a new permit and is issued as an amendment to the original permit, to which it refers and of which it becomes a part, and said application is approved only insofar as the rights of others will not be adversely affected thereby.

s/CARL E. TAPPAN
State Reclamation Engineer

Recorded: November 19, 1963

ASSIGNMENT

For value received, I hereby assign 75 inches of my right, title and interest in and to Permit to Appropriate the Public Waters of the State of Idaho, No. 27711 to Orvalne I. Petersen, of Murtaugh, Idaho, to be used upon S¹/₄SW¹/₄, Section 4, Township 10 S., Range 13 E., Boise Meridian, Twin Falls County, Idaho.

/s/ John E. Keller
Permit holder
/s/ Frances J. Keller
Wife of Permit Holder

ASSIGNMENT

For Value Received, we, the undersigned, Kenneth W. Marshall and Helen L. Marshall, his wife, hereby assign and transfer to JOHN. W. THOMAS, all of our right, title and interest in and to 300 inches (6 c.f.s.) of water, covered by Idaho State Permit No. 27711 to appropriate the Public Waters of the State of Idaho, said water to hereafter be appurtenant to the following described land, to-wit: Township 10 South, Range 13 E. B. M., SW¹/₄SW¹/₄, Section 5; SE¹/₄SE¹/₄, Section 6; NE¹/₄NE¹/₄, Section 7; NW¹/₄N¹/₂SW¹/₄, SE¹/₄SW¹/₄, Sec. 8, Twin Falls County, Idaho.

Dated this 25th day of October, 1963.

s/ KENNETH W. MARSHALL
Permit Holder

s/ HELEN L. MARSHALL
Wife of Permit Holder

STATE OF IDAHO }
County of Twin Falls } ss

On this 25th day of October, 1963, before me, the undersigned, a Notary Public in and for said State, personally appeared KENNETH W. MARSHALL and HELEN L. MARSHALL, his wife, 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.

s/ FRED A. SCHWARTZ
Notary Public For Idaho
Residing at Twin Falls, Idaho

(seal)

Application for Amendment POINT OF DIVERSION

I, JOHN W. THOMAS, State Reclamation Engineer of the State of Idaho, do hereby approve the above and foregoing application for amendment to Permit to appropriate the Public Waters of the State of Idaho, No. 27711, as being located: NW¹/₄SW¹/₄, Section 16, Township 10 South, Range 13 EBM., Twin Falls County, Idaho.

That he now requests that the point of diversion be changed to a point located: SE¹/₄NE¹/₄, Section 20, Township 10 South, Range 13 East Boise Meridian, Twin Falls County, Idaho.
That the reason for desiring to make such change is as follows: By changing point of diversion there will be less lift for the water, resulting in savings of pipe and power.

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

Signed at Idaho Falls, Idaho, this 15th day of November, 1963.

s/ JOHN E. KELLER

Date of Receipt at Department of Reclamation: November 5, 1963

APPROVAL OF STATE RECLAMATION ENGINEER

I, RALPH W. THOMAS, Deputy State Reclamation Engineer of the State of Idaho, hereby approve the above and foregoing application for amendment to Permit to appropriate the Public Waters of the State of Idaho, No. 27711. This approval constitutes a new permit and is issued as an amendment to the original permit, to which it refers and of which it becomes a part, and said application is approved only insofar as the rights of others will not be adversely affected thereby. ~~Approved by the State Reclamation Engineer of the State of Idaho, on November 5, 1963.~~

s/ RALPH W. THOMAS
Deputy State Reclamation Engineer

Recorded: November 6, 1963

APPLICATION FOR AMENDMENT POINT OF DIVERSION Permit No. 27711

Comes now JOHN W. THOMAS and represents to the State Reclamation Engineer of the State of Idaho: That he is the owner and holder of Permit to appropriate the Public Waters of the State of Idaho, No. 27711 (part) That the point of diversion is described in said Permit as being located: NW¹/₄SW¹/₄, Section 16, Township 10 South, Range 13 EBM., Twin Falls County, Idaho

That he now requests that the point of diversion be changed to a point located: SE¹/₄NE¹/₄, Section 20, Township 10 South, Range 13 EBM., Twin Falls County, Idaho.

That the reason for desiring to make such change is as follows: Less lift for water, resulting in saving in pipe and power; also, better access to pumping site.

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

Signed at Boise, Idaho, this 13th day of November, 1963.

s/ JOHN W. THOMAS
By: Kenneth W. Marshall
his agent

Date of Receipt at Department of Reclamation: November 13, 1963

APPROVAL OF STATE RECLAMATION ENGINEER

I, RALPH W. THOMAS, Deputy State Reclamation Engineer of the State of Idaho, hereby approve the above and foregoing application for amendment to Permit to appropriate the Public Waters of the State of Idaho, No. 27711. This approval

Permit No. 27711 (Part)

CERTIFICATE OF COMPLETION OF WORKS

TO ALL WHOM IT MAY CONCERN:

This is to certify that KENNETH W. MARSHALL - Assignee * JOHN W. THOMAS of Twin Falls, County of Twin Falls, and State of Idaho, the holder of Permit No. 27711 (part) issued upon Application No. 35647, bearing date of priority of January 12, 1959, authorizing the diversion of 25.0 second feet of waters of Little Salmon Falls Creek, County of Twin Falls, State of Idaho, for irrigation purposes, has fully complied with the provisions of the laws of the State of Idaho relating to the proof of completion of the works of diversion set out and described in said Permit; that said works are adequate for Snake River diverting and conveying to the place of intended use 4.22 second feet of the waters Little Salmon Falls Creek, tributary of/ that the point of diversion of said waters SE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 20, Township 10 S., Rge. 13 E., B.M., and that the lands proposed to be irrigated by the use of said water are described as follows, to-wit:

SW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 5; SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 6; NE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 7; W $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 8, T. 10 South, Range 13 E., B. M. 320 acres.

Witness my hand this 24th day of January, A. D. 1964.

/s/ RALPH W. THOMAS
Deputy State Reclamation Engineer

Proof of Completion of Works Made: January 20, 1964

Permit No. 27711 (Part)

CERTIFICATE OF COMPLETION OF WORKS

TO ALL WHOM IT MAY CONCERN:

This is to certify that KENNETH W. MARSHALL of Twin Falls, County of Twin Falls, and State of Idaho the holder of Permit No. 27711 (part), issued upon Application No. 35647 bearing date of priority of January 12, 1959, authorizing the diversion of 25.0 second feet of waters of Little Salmon Falls Creek, County of Twin Falls, State of Idaho, for irrigation purposes, has fully complied with the provisions of the laws of the State of Idaho relating to the proof of completion of the works of diversion set out and described in said Permit; that said works are adequate for diverting and conveying to the place of intended use 6.92 second feet of the waters of Little Salmon Falls Creek tributary of Snake River that the point of diversion of said waters SW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 20, T. 10S., R. 13 E., B.M. and that the lands proposed to be irrigated by the use of said water are described as follows, to-wit: 581 acres in the NW $\frac{1}{4}$, NE $\frac{1}{4}$, SW $\frac{1}{4}$, Sec. 8; NW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 16; NW $\frac{1}{4}$, Sec. 16; NE $\frac{1}{4}$, Sec. 17, T. 10S., R. 13 E., B.M. and that the lands proposed to be irrigated by the use of said water are described as follows, to-wit: 581 acres in the NW $\frac{1}{4}$, NE $\frac{1}{4}$, SW $\frac{1}{4}$, Sec. 8; NW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 16; NW $\frac{1}{4}$, Sec. 16; NE $\frac{1}{4}$, Sec. 17, T. 10S., R. 13 E., B.M.

/s/ RALPH W. THOMAS
Deputy State Reclamation Engineer

Proof of Completion of Works Made: January 6, 1964

Permit No. 27711 (Part)

CERTIFICATE OF COMPLETION OF WORKS

TO ALL WHOM IT MAY CONCERN:

This is to certify that KENNETH W. MARSHALL - Assignee - FRANCES J. KELLER, JOHN E. KELLER - ORELENE I. PETERSEN, of Twin Falls, County of Twin Falls, and State of Idaho, the holder of Permit No. 27711 (part) issued upon Application No. 35647 bearing date of priority of January 12, 1959, authorizing the diversion of 25.0 second feet of waters of Little Salmon Falls Creek County of Twin Falls, State of Idaho, for irrigation purposes, has fully complied with the provisions of the laws of the State of Idaho relating to the proof of completion of the works of diversion set out and described in said Permit; that said works are adequate for diverting and conveying to the place of intended use 10.5 second feet of the waters of Little Salmon Falls Creek tributary of Snake River that the point of diversion of said waters SE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 20, T. 10S., R. 13 E., B.M. and that the lands proposed to be irrigated by the use of said water are described as follows, to-wit: 713 acres in the NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 4; NE $\frac{1}{4}$, E $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, S $\frac{1}{4}$, T. 10S., R. 13 E., B.M.

Witness my hand this 13th day of August, A.D. 1964.

/s/ RALPH W. THOMAS
Deputy State Reclamation Engineer

Proof of Completion of Works Made: December 16, 1963

LICENSE ISSUED FOR 10.5 SEC. FT.
LCLASE PAG. NO. 7943

ASSIGNMENT

✓
FOR VALUE RECEIVED, we, the undersigned, John W. Thomas and Joy Thomas, his wife, hereby assign and transfer to Kenneth W. Marshall and Helen L. Marshall, whose mailing address is 185 Blair Drive, Twin Falls, Idaho, all of our right, title and interest in and to 4.22 cubic feet per second of water covered by Idaho State Permit No. 27711 to appropriate the public waters of the State of Idaho, said water to be appurtenant to the following described land, to-wit:

Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Five (5); Southeast Quarter of the Southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Six (6); Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Seven (7); West Half of the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$), North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$), Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section eight (8); all in Township Ten (10) South, Range Thirteen (13) East of the Boise Meridian, Twin Falls County, Idaho.

Dated this 5th day of December, 1964.

/s/ John W. Thomas
/s/ Joy Thomas

STATE OF IDAHO)
County of Twin Falls) ss.

On this 5th day of December, 1964, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John W. Thomas and Joy Thomas, his wife, 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.

/s/ Fred A. Schwartz
Notary Public