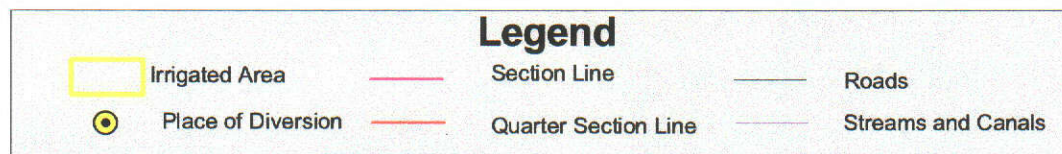
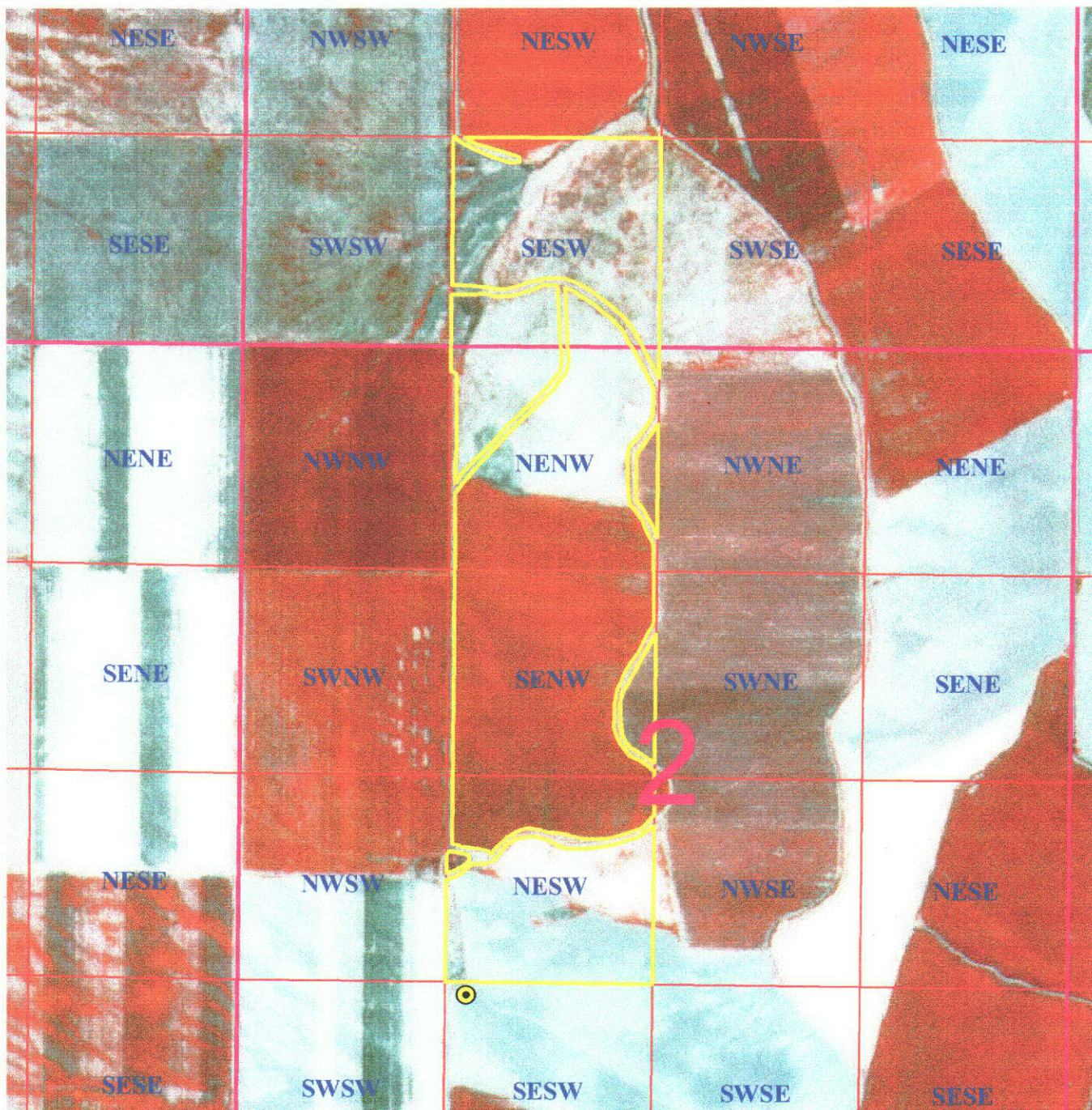
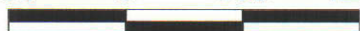


Water Right Claim Number 47-02344B
Townships , 9S12E, 10S12E

02/15/2001



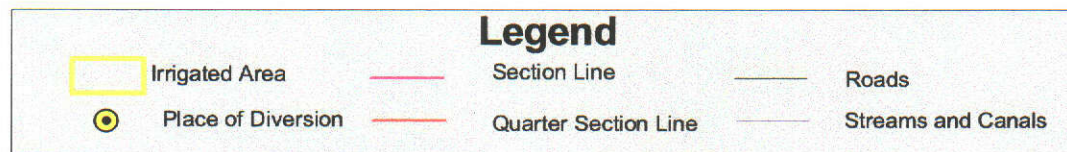
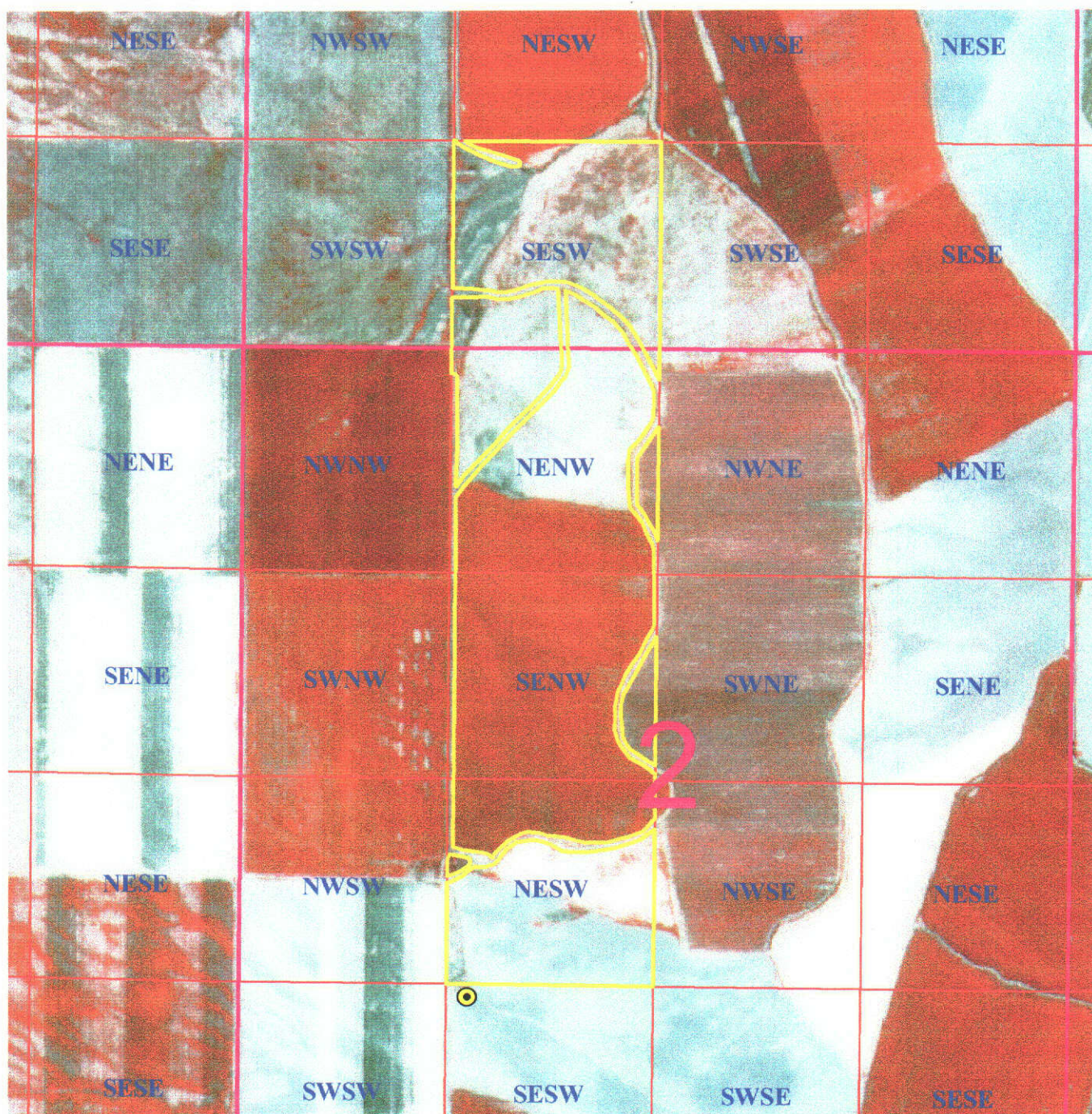
600 0 600 1200 Feet



SPATIAL
DYNAMICS

Water Right Claim Number 47-02344B
Townships , 9S12E, 10S12E

02/15/2001



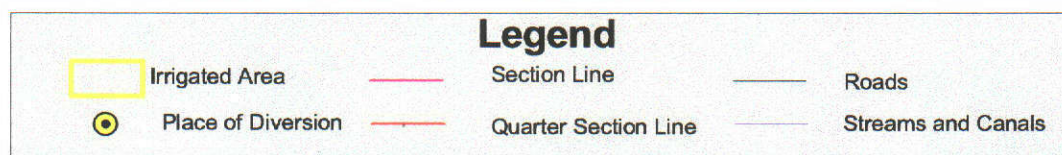
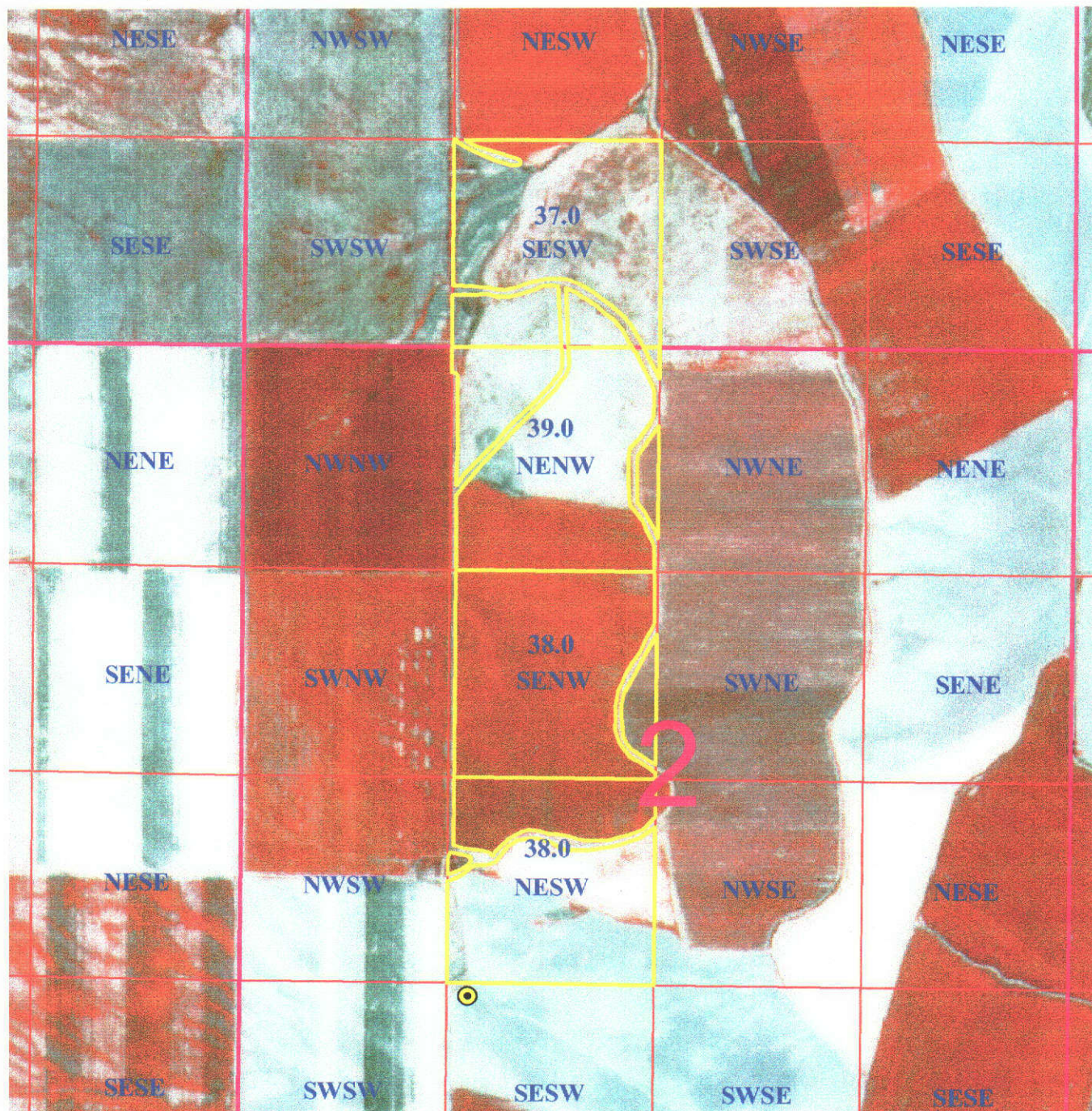
600 0 600 1200 Feet



SPATIAL
DYNAMICS

Water Right Claim Number 47-02344B
Townships , 9S12E, 10S12E

02/15/2001



600 0 600 1200 Feet



SPATIAL DYNAMICS

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: **A47-02344B**
Date Received: 2/23/1989
Receipt No: S006357
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: MELVIN G HARDER
Address: PO BOX 88
BUHL ID

208-543-4746

83316

AND

Name: RUTH R HARDER
Address: PO BOX 88
BUHL ID

208-543-4746

83316

2. Date of Priority: NOV 21, 1960

3. Source: GROUNDWATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
10S	12E	2	SE	SW			TWIN FALLS

5. Description of diverting works:
700' WELL, 50HP PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	10/20	0.360		

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

A.F.A.

8. Total consumptive use is

Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
09S	12E	35	SE	SW		IRR	19.0

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	19.0
10S	12E	2	NE	NW	IRR	5.0
			SE	NW	IRR	3.0
			NE	SW	IRR	23.0
					Section Acres	31.0
					Total Acres	50.0

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:

A47-02312, A47-02344C

14. Remarks:

2/11/98 TF; OWNERSHIP CHANGED DANNY LEE MCCLAIN TO HARDER PER
1409(6) AND WARRANTY DEED.

15. Basis of Claim: LICENSE

Water Right Number: 29152



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

February 11, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

MELVIN G HARDER
RUTH R HARDER
PO BOX 88
BUHL ID 83316

RE: SRBA Claim(s) A47-02312A, A47-02344B and A47-02344D

Dear Mr. and Mrs. Harder:

Pursuant to the change in ownership request that has been submitted to the Department, we have changed the record of current ownership to you. Please find the enclosed copies of the computer record of the claim(s) noting the change in claimant. Review these records and if there is an error, or you have any questions, please contact this office.

Sincerely,

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

Trish Fawcett
Technical Records Specialist

enc.

RECEIVED

JAN 15 1998

FEB 10 1998

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
Department of Water Resources
Southern RegionNOTICE OF CHANGE OF WATER RIGHT OWNERSHIP
Department of Water Resources
Southern RegionPlease print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s).: 47-02312, 47-02344B, 47-02344C and 47-02312A
Adjudication Claim No(s).: A 47-02312, A 47-03244B, A 47-02344C and A 47-02312A
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 attached to your deed or on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant: Danny Lee McClain Fannie M. McClain
Box 787 411 E Main St.
Castleford, ID 83321 Buhl, ID 83316
(208) 423-4713 Melvin J. McClain (deceased)
4. New Owner/Claimant(s) Melvin G. Harder and Ruth R. Harder
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address P. O. Box 88
City, State and ZIP Code Buhl, ID 83316
New Telephone Number (208) 543-4746
5. Date you acquired the property December 1997
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. N/A
Number of acres you irrigate _____ Number and type of stock _____
Diversion rate in CFS _____ Number of homes _____ Other uses _____
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 or Claimant(s)
Mel Harder
Ruth Harder
(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..



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

January 21, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

MELVIN G HARDER
RUTH B HARDER
PO BOX 88
BUHL ID 83316

RE: OWNERSHIP CHANGE FOR ADJUDICATION CLAIM A47-02312A, A47-02344C,
A47-03244B

Dear Claimant(s):

Thank you for returning the NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP form. Our records, however, cannot be updated without your signatures.

I am returning your original ownership change form. Please sign where highlighted (item 7) and return to me in the enclosed self-addressed envelope. As soon as I receive this information, I will update our records and notify you by mail when the changes have been completed.

Thank you for your prompt attention to this matter and should you have any questions please feel free to contact me.

Sincerely,

Trish Fawcett
Technical Records Specialist

enc.

40-791ML

SUMMARY OF INSTRUMENT
(Agreement of Sale)

COPY

1. Name of parties to original instrument and the complete mailing address of the Grantee are as follows:

1.1 Grantor: Danny Lee McClain, a single man
dealing with his sole and separate property
Box 785
Castleford, ID 83321

1.2 Grantee: Melvin G. Harder and Ruth R. Harder
husband and wife
19937C Highway 30
Buhl, ID 83316

RECEIVED

2. Date and Title of Original Instrument:

JAN 15 1998

2.1 Date: December 8th, 1997

Department of Water Resources
Southern Region

2.2 Title: Agreement of Sale

3. Description of Interest in real property created:

3.1 Grantees are contract purchasers of the real property located in Twin Falls County, Idaho, that is described on Exhibit A and the personal property described on Exhibit B which are attached hereto and made a part hereof by reference as if set forth fully herein.

4. The above referred to agreement, deeds and related papers are escrowed at Title Fact, Inc., Twin Falls, Idaho.

5. This instrument is made pursuant to I.C. Section 55-818.

DATED: December 8th, 1997.

Danny Lee McClain
DANNY LEE MCCLAIN

Melvin G. Harder
MELVIN G. HARDER

Ruth R. Harder
RUTH R. HARDER

TITLE FACT, INC.

TWIN FALLS COUNTY, IDAHO
RECORDED FOR

1997 DEC -8 P 4:14

1997020324

ROBERT L. FORT
EX-OFFICIO RECORDER

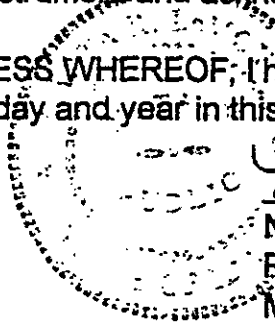
FEE: 15⁰⁰

DEPUTY: JB

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 8th day of December, 1997, before me, the undersigned, a notary public in and for said county and state, personally appeared DANNY LEE McCLAIN, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

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

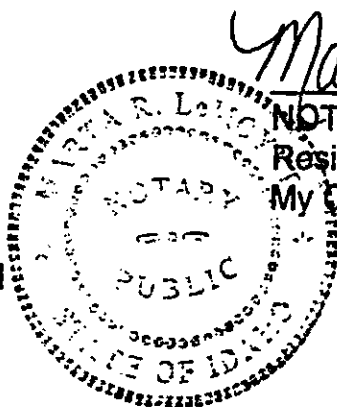


Marta R. LeMayne
NOTARY PUBLIC FOR IDAHO
Residing at: Buhl
My Commission Expires: 9-8-99

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 8th day of December, 1997, before me, the undersigned, a notary public in and for said county and state, personally appeared MELVIN G. HARDER and RUTH R. HARDER, 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.



Marta R. LeMayne
NOTARY PUBLIC FOR IDAHO
Residing at: Buhl
My Commission Expires: 9-8-99

MCCLAIN.SUM

RECEIVED

JAN 15 1998

Department of Water Resources
Southern Region

LEGAL DESCRIPTION

Township 10 South, Range 12 E., B.M., Twin Falls County, Idaho

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

EXCEPT the North 400 feet thereof

TOGETHER WITH: A right of way to traverse the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 1, being 50 feet in width and 25 feet on either side of the following described centerline:

BEGINNING at the Section corner common to Sections 1 and 2, 11 and 12, Township 10 South, Range 12 E., B.M.;

THENCE North 89°56' East along the section line common to Sections 1 and 12, a distance of 1620 feet to the TRUE POINT OF BEGINNING, said point being the centerline of and existing private road;

THENCE North 18°00' West along the existing irrigation ditch, a distance of 970.8 feet to the East boundary line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 1;

AND

Township 10 South, Range 12 E., B.M., Twin Falls County, Idaho

Section 2: Lots 1 and 2; S $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ ✓ and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓

SUBJECT TO: Twin Falls County Highway Right of Way

AND

Township 9 South, Range 12 E., B.M., Twin Falls County, Idaho

Section 35: SE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓, SE $\frac{1}{4}$ ✓ EXCEPT

BEGINNING at the Section corner common to Sections 35 and 36, Township 9 South, Range 12 E., B.M., a brass cap properly monumented;

THENCE North 0°01' West along the Section line common to Sections 35 and 36, a distance of 2,641.07 feet to the quarter corner common to Sections 35 and 36;

THENCE South 89°52' West along the North boundary line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 35, a distance of 1,397.5 feet to a point on the centerline of an existing private road;

THENCE South 42°48' East, a distance of 481.1 feet along said road;

THENCE South 11°26' East, a distance of 1,095.4 feet along said road;

THENCE South 35°06' East, a distance of 1,484.3 feet along said road to the POINT OF BEGINNING.

AND

Township 9 South, Range 12 E., B.M., Twin Falls County, Idaho

Section 35: A tract of land in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ SW $\frac{1}{4}$, described as follows:

BEGINNING at the quarter corner common to Section 35 and 36, Township 9 South, Range 12 E., B.M.;

THENCE South 89°52' West, a distance of 1,397.5 feet to the TRUE POINT OF BEGINNING, said point being on the centerline of an existing private road and on the North boundary line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 35;

THENCE North 42°48' West, a distance of 60.0 feet along the centerline of said road;

THENCE North 47°58' West, a distance of 948.0 feet along the centerline of said road;

THENCE North 15°08' West, a distance of 421 feet along the centerline of said road;

THENCE North 46°28' West, a distance of 229.4 feet along the centerline of said road to a point;

THENCE South 53°42' West, a distance of 1,138.8 feet along the centerline of said road;

THENCE South 34°44' East, a distance of 693.1 feet to a point on the centerline of said road;

THENCE South 25°23' East, a distance of 381.8 feet to a point on the centerline of said road;

THENCE South 8°06' East, a distance of 984.9 feet to the 1/16 corner, said corner being the Southeast corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 35;

THENCE North 0°01' West, a distance of 1,320.5 feet along the East boundary line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ to the NE $\frac{1}{4}$ SW $\frac{1}{4}$ to the Northeast corner of said 40 acre tract (NE $\frac{1}{4}$ SW $\frac{1}{4}$);

THENCE North 89°52' East along the South boundary line of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 35, a distance of 1,241.65 feet to the POINT OF BEGINNING. -

EXHIBIT A

and

Township 10 South, Range 12 E., B.M., Twin Falls County, Idaho
Section 2: NE $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; and Lot 3

Together with all pumps, motors, electric panels, pipelines, main lines and electric lines which are buried or above ground and all water rights and ditch and pipeline rights and easements appurtenant thereto, including, but not limited to State of Idaho water licenses set forth as follows:

<u>License Number</u>	<u>Owner</u>	<u>Priority</u>	<u>CFS</u>	<u>Acres</u>	<u>Stage</u>
47-02312	Melvin J. McClain	12/17/57	4.960		License
47-02344B	Fannie M. McClain	11/21/60	.360	50.0	License
47-02344C	Melvin J. McClain	11/21/60	3.860	535.0	License

Adjudication No

A47-02312A	Danny Lee McClain	12/17/57	4.400	333.9	License
A47-02344B	Danny Lee McClain	11/12/60	.360	50.0	License
A47-02344D	Danny Lee McClain	11/21/60	3.55	491.9	License

Harderle.n25

EXHIBIT "B"

Personal Property

300 H.P. Irrigation Pump and Panel
250 H.P. Irrigation Pump and Panel
60 H.P. Booster Pump and Panel
50 H.P. Booster Pump and Panel
3 H.P. Domestic Pump

1 Zimatic Pivot (1420 feet) and Panel

Aluminum Handlines

	<u>Diameter</u>	<u>Length</u>	<u>Units</u>
Handlines	3"		551
Ends	3"		11
Offsets	3"		11
Elbows	3"		15
Valves	3"		20

125 PSI plastic water lines	6"		2
-----------------------------	----	--	---

Gated pipe

gated pipe	8"	30'	23
gated pipe	6"	30'	16

Aluminum Mainline

mainline	6"	50'	27
mainline	6"	30'	11
mainline	10"	30'	43
mainline	10"	50'	58
Ring lock	8"	30'	2
mainline	8"	30'	53(Old mainline)

1982 Kit Trailer House, Title #A605579, Vehicle #F8229B10SN8655, Length 70 feet, Width 14 feet.

RECEIVED

JAN 15 1998

Department of Water Resources
Southern Region

EXHIBIT B

1

[illegible]

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: A47-02344B
Date Received: 2/23/1989
Receipt No: S006357
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: DANNY LEE MC CLAIN 208-423-4713
Address: 333 ROCK CREEK RD #60
HANSEN ID 83334

2. Date of Priority: NOV 21, 1960

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
10S	12E	2	SE	SW			TWIN FALLS

5. Description of diverting works:
700' WELL, 50HP PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	10/20	0.360		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
09S	12E	35	SE	SW		IRR	19.0

Section Acres 19.0

10S	12E	2	NE	NW	IRR	5.0
-----	-----	---	----	----	-----	-----

MICROFILMED

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
10S	12E	2	SE	NW		IRR	3.0
			NE	SW		IRR	23.0
Section Acres							31.0
Total Acres							50.0

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:
A47-02312, A47-02344C

14. Remarks:

15. Basis of Claim: LICENSE

Water Right Number: 29152

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: _____

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): _____ Date: _____
_____ Date: _____

MICROFILMED

MAR 11 1993

State of Idaho)
County of) SS.
_____)

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

MICROFILMED

MAR 11 1993



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

DATE OF CLOSING: _____

SEE ATTACHED

LEGAL DESCRIPTION OF PROPERTY: Township _____ Range _____
Section _____, 1/4 of _____ 1/4 of _____ 1/4, Govt. Lot _____, BM.
Lot _____, Block _____, Subdivision/Townsite _____
If you have additional legal descriptions, please attach separate sheet.

☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)

☐ Water Right Number(s)
Assigned by IDWR: A47-02344B, A47-02312A & A47-02344D

☐ Name and Address of Former Owner/Claimant(s)(Seller): MELVIN +/OR FANNIE M McCLAIN

411 E MAIN ST

BUHL ID 83316

☐ New Owner/Claimant
(Purchaser):

DANNY LEE McCLAIN

☐ New Mailing Address:

333 ROCK CREEK RD #60

HANSEN ID 83354

☐ New Telephone Number: (208) 423 - 4713

☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes ☒ no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

SPLIT WAS MADE PREVIOUSLY BY WEST ONE BANK.

☐ Attach proof of ownership, describe proof attached: AGREEMENT OF SALE

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

☒ Signature of New Owner/Claimant(s)

Danny Lee McClain

Date 12/7/92

Date _____

☐ Signature of Former Owner/Claimant(s):

Date _____

Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

agreement of sale located in file
A47-02312A

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: 12-7-92 By: sc

Further Action Needed:

NONE

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any:

MICROFILMED

MAR 11 1993

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

AGREEMENT OF SALE

THIS AGREEMENT made and entered into this 17th day of November, 1992, by and between WEST ONE BANK IDAHO, N.A., Trustee of the M. J. McClain and Fannie McClain Inter Vivos Trust, a/k/a Melvin J. and Fannie McClain Inter Vivos Trust, and Melvin McClain Farms, Inc., a/k/a Melvin J. McClain Farms, Inc., an Idaho corporation with its principal office at Buhl, Idaho, hereinafter referred to as Sellers; and DANNY LEE McCLAIN, a single person, presently residing in the County of Twin Falls, state of Idaho, whose mailing address is 333 Rock Creek Road #60, Hansen, Idaho 83334, hereinafter referred to as Purchaser.

WHEREAS, West One Bank Idaho, N.A. is Trustee of the M. J. McClain and Fannie McClain Inter Vivos Trust, a/k/a Melvin J. and Fannie McClain Inter Vivos Trust, under and by virtue of that certain Trust Agreement dated January 25, 1991, executed by Melvin J. McClain and Fannie McClain, as Grantors, and West One Bank Idaho, N.A., as Trustee; and

WHEREAS, under said Trust Agreement Parcel A, hereinafter described, 2624 shares of stock in Melvin McClain Farms, Inc., an Idaho corporation and a 1982 Kit Trailer House, Title #A605579, Vehicle #F8229B10SN8655, Length 70 foot, Width 14 foot, inter-alia, were transferred to said Trustee, and

WHEREAS, Fannie McClain and Melvin J. McClain, by Fannie McClain, attorney-in-fact, have instructed West One Bank Idaho, N.A., as Trustee, to sell to said Purchaser the approximate 123.26

acres of farmland standing in the name of Melvin J. McClain records of Twin Falls County, Idaho, and farmed jointly with the land owned by Melvin McClain Farms, Inc., a/k/a Melvin J. McClain Farms, Inc. Said approximate 123.26 acres of farmland is situate in the County of Twin Falls, State of Idaho, hereinafter referred to as Parcel A and more particularly described as follows, to-wit:

PARCEL A:

The Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$), and the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$), and Lot Three (3). of Section Two (2), Township Ten (10) South, Range Twelve (12), E. B. M., and

WHEREAS, the farmland owned by Melvin McClain Farms, Inc., a/k/a Melvin J. McClain Farms, Inc., is situate in the County of Twin Falls, State of Idaho, hereinafter referred to as Parcel B and more particularly described as follows, to-wit:

PARCEL B:

I.

The West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) of Section One (1), Township Ten (10) South, Range Twelve (12), E.B.M., EXCEPT the North 400 feet thereof, and TOGETHER WITH a right of way to traverse the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section One (1), being 50 feet in width and 25 feet on either side of the following described centerline; Beginning at the Section corner common to Sections One (1) and Two (2), Eleven (11) and Twelve (12), Township Ten (10) South, Range Twelve (12), E. B. M.; THENCE North 89°56' East along the section line common to Sections One (1) and Twelve (12), a distance of 1620 feet to the true point of beginning, said point being the centerline of an existing private road; THENCE North 18°00' West along the existing irrigation ditch a distance of 970.8 feet to the East boundary line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section One (1).

and

Lots One (1) and Two (2), the South Half of the Northeast Quarter ($S\frac{1}{2}NE\frac{1}{4}$), the Southeast Quarter ($SE\frac{1}{4}$) and the Southeast Quarter of the Southwest Quarter ($SE\frac{1}{4}SW\frac{1}{4}$) of Section Two (2), Township Ten (10) South, Range Twelve (12), E.B.M.

II.

The Southeast Quarter ($SE\frac{1}{4}$) of Section 35, Township Nine (9) South, Range Twelve (12), E. B. M. EXCEPT:

Beginning at the section corner common to Sections Thirty-five (35) and Thirty-six (36), a brass cap properly monumented; THENCE North $0^{\circ}01'$ West along the Section line common to Sections Thirty-five (35) and Thirty-six (36), a distance of 2,641.07 feet to the quarter corner common to Sections Thirty-five (35) and Thirty-six (36); THENCE South $89^{\circ}52'$ West along the North boundary line of the $NE\frac{1}{4}SE\frac{1}{4}$, Section Thirty-five (35) a distance of 1,397.5 feet to a point on the centerline of an existing private road; THENCE South $42^{\circ}48'$ East, a distance of 481.1 feet along said road; THENCE South $11^{\circ}26'$ East, a distance of 1095.4 feet along said road; THENCE South $35^{\circ}06'$ East, a distance of 1,484.3 feet along said road to the point of beginning.

and

The Southeast Quarter of the Southwest Quarter ($SE\frac{1}{4}SW\frac{1}{4}$) of Section Thirty-five (35), Township Nine (9) South, Range Twelve (12), E. B. M.

III.

A tract of land in the Southwest Quarter of the Northeast Quarter ($SW\frac{1}{4}NE\frac{1}{4}$), the Southeast Quarter of the Northwest Quarter ($SE\frac{1}{4}NW\frac{1}{4}$), and the Northeast Quarter of the Southwest Quarter ($NE\frac{1}{4}SW\frac{1}{4}$) of Section Thirty-five (35), Township Nine (9) South, Range Twelve (12), E. B. M., described as follows:

Beginning at the quarter corner common to Sections Thirty-five (35) and Thirty-six (36), Township Nine (9) South, Range Twelve (12) E. B. M.; THENCE South 89°52' West, a distance of 1,397.5 feet to the true point of beginning, said point being on the centerline of an existing private road and on the North boundary line of the NW¼SE¼ of Section Thirty-five (35); THENCE North 42°48' West, a distance of 60.0 feet along the centerline of said road; THENCE North 47°58' West, a distance of 948.0 feet along the centerline of said road; THENCE North 15°08' West, a distance of 421 feet along the centerline of said road; THENCE North 46°28' West a distance of 229.4 feet along the centerline of said road to a point; THENCE South 53°42' West, a distance of 1,138.8 feet along the centerline of said road; THENCE South 34°44' East, a distance of 693.1 feet to a point on the centerline of said road; THENCE South 25°23' East, a distance of 381.8 feet to a point on the centerline of said road; THENCE South 8°06' East, a distance of 984.9 feet to the 1/16 corner, said corner being the Southeast (SE) corner of the NE¼SW¼ of Section 35; THENCE North 0°01' West, a distance of 1,320.5 feet along the East boundary line of the NE¼SW¼ to the Northeast (NE) corner of said forty (40) acre tract (NE¼SW¼); THENCE North 89°52' East along the South boundary line of the SW¼NE¼, Section Thirty-five (35), a distance of 1,241.65 feet to the point of beginning, and

WHEREAS, Fannie McClain and Melvin J. McClain, by Fannie McClain, attorney-in-fact, have instructed West One Bank Idaho, N.A., as Trustee, to vote the 2624 shares of stock in Melvin McClain Farms, Inc., a/k/a Melvin J. McClain Farms, Inc., in favor of a resolution authorizing and directing the officers of said corporation to enter into this Agreement of Sale with the Purchaser; and

WHEREAS, the officers and directors of Melvin McClain Farms, Inc., a/k/a Melvin J. McClain Farms, Inc., have been duly authorized and directed by a resolution of the shareholders of said corporation to enter into this agreement with the Purchaser for the sale and purchase of Parcel B.

NOW, THEREFORE, in consideration of the premises, covenants and agreements to be kept and performed by and among these parties it is agreed as follows:

W I T N E S S E T H:

I.

The Trustee, for and on behalf of Melvin J. McClain and Fannie McClain, husband and wife, does hereby agree to sell to the Purchaser and the Purchaser does hereby agree to purchase of and from said Trustee for the purchase price of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) the 1982 Kit Trailer House, Title #A605579, Vehicle #F8229B10SN8655, Length 70 foot, Width 14 foot, located on the above-described real estate. The purchase price for said mobile home shall be paid by the Purchaser to said Trustee on or before December 1, 1992. Said mobile home is owned by Melvin J. McClain and Fannie McClain as individuals and said purchase price shall be paid to the Trustee for and on their behalf.

II.

The Trustee, as aforesaid, does hereby agree to sell to the Purchaser and the Purchaser does hereby agree to purchase of and from the Trustee Parcel A for the purchase price of THIRTY-NINE THOUSAND (\$39,000.00). Melvin McClain Farms, Inc., a/k/a Melvin J.

McClain Farms, Inc., does hereby agree to sell to the Purchaser and the Purchaser does hereby agree to purchase of and from said corporation Parcel B for the purchase price of ONE HUNDRED SIXTY EIGHT THOUSAND DOLLARS (\$168,000.00).

III.

The total purchase price for Parcels A and B in the sum of TWO HUNDRED SEVEN THOUSAND DOLLARS (\$207,000.00) shall be paid by the Purchaser to the Sellers in the following manner:

- a) FIVE THOUSAND DOLLARS (\$5,000.00) upon the execution of this agreement.
- b) The remaining principal balance of TWO HUNDRED TWO THOUSAND DOLLARS (\$202,000.00) shall bear interest at the rate of seven percent (7%) per annum from and after the execution of this agreement until fully paid.
- c) TEN THOUSAND DOLLARS (\$10,000.00) on December 1, 1992.
- d) TWENTY THOUSAND DOLLARS (\$20,000.00) on December 1, 1993, with a like sum of TWENTY THOUSAND DOLLARS (\$20,000.00) becoming due and payable on the first day of December each and every year thereafter until December 1, 2002, at which time the entire remaining principal balance with interest shall become due and payable. Each payment shall first be applied to the accumulated interest then due with the remainder thereof being applied against the principal balance of the purchase price.
- e) Any payment which is not paid on the due date shall bear interest at the rate of ten percent (10%) per annum from the date on which said payment was due until the actual date on which said payment is made. This provision shall not apply in the event this agreement is withdrawn from escrow by the Sellers because of default in the performance of the Purchaser.

f) Purchaser shall have and is hereby granted pre-payment privileges at anytime without penalty.

IV.

The purchase price of TWO HUNDRED SEVEN THOUSAND DOLLARS (\$207,000.00) for said real estate includes the following:

- 250 hp. pump, panel and bowls
- 300 hp. pump, panel and bowls
- 60 hp Booster pump and panel
- 50 hp Booster pump and panel
- 2,600 ft. of aluminum 10" pipe
- 2,600 ft. of aluminum 8" pipe
- 510 ft. of PVC 8" gated pipe
- All siphon tubes and ditch tins on Parcels A and B

V.

After the initial down payment of FIVE THOUSAND DOLLARS (\$5,000.00) has been paid by the Purchaser to the Sellers this agreement shall be placed in escrow with TITLEFACT, INC., 163 Fourth Avenue North, Twin Falls, Idaho. All payments due under this Agreement of Sale shall be paid by the Purchaser to said escrow holder to be distributed as provided in paragraph V. of this agreement.

The initial escrow handling charges shall be equally divided between the Sellers and the Purchaser. Fifty percent (50%) of all future escrow handling charges shall be paid by the Sellers and deducted from the payments the escrow holder receives to which the Sellers are entitled. The remaining fifty percent (50%) of all future escrow handling charges shall be paid by the Purchaser simultaneously with and in addition to all future payments paid by the Purchaser under this agreement.

18.84058% of each annual payment, or any prepayment, shall then be paid to the Trustee for the Beneficiaries of said trust and the remaining 81.15942% shall be paid to Melvin McClain Farms, Inc., a/k/a Melvin J. McClain Farms Inc.

VI.

Simultaneously therewith four deeds shall be placed in escrow. One deed shall be a good and sufficient Warranty Deed executed by Melvin McClain Farms, Inc., a/k/a Melvin J. McClain Farms, Inc., conveying Parcel B to the Purchaser subject to all easements or rights of way of record. The second deed shall be a Trustee's Deed conveying to the Purchaser all right, title and interest of the M. J. McClain and Fannie McClain Inter Vivos Trust, a/k/a Melvin J. and Fannie McClain Inter Vivos Trust, as well as any interest the Trustee may have in and to Parcel A. The third deed shall be a Quitclaim Deed executed by the Purchaser reconveying to Melvin McClain Farms, Inc., a/k/a Melvin J. McClain Farms, Inc., any interest Purchaser may have acquired in Parcel B. The fourth deed shall be a Quitclaim Deed executed by the Purchaser reconveying to West One Bank Idaho, N.A., Trustee of the M. J. McClain and Fannie McClain Inter Vivos Trust, a/k/a Melvin J. and Fannie McClain Inter Vivos Trust, any interest Purchaser may have acquired in Parcel A. Purchaser's Quitclaim Deeds shall be delivered to their respective Grantees by the escrow holders in the event default occurs.

Sellers shall also place, or cause to be placed, with said escrow holder a policy of title insurance in the sum of TWO HUNDRED SEVEN THOUSAND DOLLARS (\$207,000.00) insuring a good and merchantable title in Parcels A and B to be vested in the M. J. McClain and Fannie McClain Inter Vivos Trust, a/k/a Melvin J. and Fannie McClain Inter Vivos Trust, and Melvin McClain Farms, Inc., a/k/a Melvin J. McClain Farms, Inc., free and clear of all liens or encumbrances, except easements or rights-of-way of record. Upon final payment of the purchase price all papers and documents held in escrow shall be delivered to the Purchaser.

VII.

Upon the execution of this agreement Sellers shall deliver, or cause to be delivered to Purchaser a Bill of Sale transferring, selling and assigning to Purchaser all the right, title and interest of the Sellers in and to the irrigation equipment referred to above. The Sellers expressly exclude all warranties and representations with the exception of warranty of title.

Upon the receipt of said Bill of Sale, the Purchaser shall make execute and deliver to Sellers a Financing Statement evidencing Sellers' security interest in the irrigation pipe, pumps and siphon tubes which shall be duly recorded for record. Any irrigation pipe, pumps or siphon tubes purchased to replace that which is herein described shall be substituted for and subject to the security interest of the Sellers. Purchaser shall execute any

and all necessary documents evidencing Sellers' security interest, or any renewal thereof, upon request.

VIII.

It is acknowledged by and among these respective parties that all irrigation water rights in the Snake River Plain are presently being adjudicated in Civil Case Number 39576 Twin Falls County, State of Idaho.

The water rights which are appurtenant to Parcels A and B are filed in the above-mentioned adjudication process as A47-02344B, A47-02312A and A47-02344D, Adjudication Claims Proof Reading Reports. These are the reference numbers used by the Idaho Department of Water Resources in regard to the water rights appurtenant to Parcels A and B.

Upon the execution of this agreement Purchaser shall file with the Idaho Department of Water Resources, at its Twin Falls Idaho office, a form referred to as a Change of Ownership, which claim will then permit all further proceedings dealing with said water rights to be conducted under the name of the Purchaser.

Parcels A and B are a portion of the land originally filed on by M. J. McClain a/k/a Melvin J. McClain and his brother Chester McClain, as desert entry. The land was apparently owned in common by the two brothers until divided by and between the two brothers in about the year 1960. At the time the land was divided, wells had been drilled, irrigation lines and pipe lines established and in use. The legal description of the land owned by each brother after the division did not necessarily conform to the

land actually farmed by each brother for the reason that the land was irrigated from the existing water source systems according to the lay of the land and not according to its legal description. It is therefore acknowledged by the Purchaser that the two (2) wells which furnish the water for the irrigation of both Parcels A and B may not be situate on the land legally described in Parcels A and B. It is recognized that these wells are the only wells which have furnished water for irrigation purposes to Parcels A and B since said land has been filed upon under the provisions of Federal law commonly referred to as desert entry.

Sellers make no representations with regard to the continued flow of the wells used for the irrigation of Parcels A and B, nor do Sellers make any representations with regard to any judicial determination made concerning said water rights.

It is expressly agreed that Purchaser accepts said water rights as they presently exist and that Purchaser shall take all actions necessary to preserve the existing water rights appurtenant to Parcels A and B with regard to the pending adjudication.

IX.

The Purchaser shall keep the improvements situate on Parcels A and B insured through a policy of fire and extended coverage insurance against loss in the sum of not less than TEN THOUSAND DOLLARS (\$10,000.00) through an insurance company acceptable to Sellers. Said policy or policies of fire and extended coverage shall carry a loss payable clause first to the Sellers and then to the Purchaser as their respective interests may

appear. Purchaser shall pay the premium on said policy or policies when due and shall at all times maintain the same in full force and effect. A copy, or copies, of said insurance policy, or policies, and/or certificate of insurance evidencing such insurance coverage, shall be held in escrow with the above named escrow holder so long as this agreement remains in full force and effect.

X.

Any and all taxes and assessments levied and assessed against Parcels A and B for the year 1992 and prior thereto shall be paid by the Sellers. All taxes and assessments levied and assessed against Parcels A and B for the year 1993 and thereafter shall be paid by the Purchaser.

XI.

Purchaser shall be entitled to the possession of Parcels A and B upon the execution of this agreement, subject to the right of the present tenant to complete the harvest of any and all crops and the removal of same.

The Sellers shall take all necessary action to remove the present tenant from said lands at the termination of the existing lease in the event the tenant fails to vacate said premises.

So long as the present tenant is making a reasonable effort to complete the 1992 harvest and to vacate said premises, the Purchaser shall use reasonable care in his preparation of said farmlands for the next growing season so as not to interfere with the conclusion of the present tenant's farming operation.

XII.

During the term of this agreement Purchasers shall not allow any liens or encumbrances to be filed against Parcel A.

XIII.

Time and prompt performance of each and every obligation of Purchaser are the essence of this agreement. Should Purchaser fail to make any of the payments due under this agreement, or fail to abide by any other terms and conditions of this agreement, then Sellers may cause to be prepared a written notice, in duplicate, setting forth therein the manner in which Purchaser is claimed to be in default. Said notice, together with a copy thereof, shall be delivered to the escrow holder. Said escrow holder shall mail the original thereof by certified mail to the Purchaser at 3641 Addison Avenue, Hansen, Idaho 83334. Purchaser shall have ninety (90) days after the mailing of said notice in which to correct the matters claimed to be in default, or to correct any other matters constituting a breach of this agreement. Should Purchaser fail to remedy said default within said ninety (90) day period all papers and documents held in escrow shall be delivered to Sellers.

If a default occurs the amount paid by Purchaser to the Sellers as principal shall be deducted from the purchase price and Sellers may sue the Purchaser for the balance of the purchase price; or the Sellers may keep all monies paid as liquidated damages and shall be entitled to the immediate possession of said premises with any and all improvements which have been affixed thereto or used in connection therewith. These provisions are not

exclusive and shall not prevent Sellers from pursuing any other legal or equitable remedy they may deem advisable in the event of a default.

XIV.

In the event any controversy arises between these respective parties resulting in litigation, the party adjudged to be in default shall pay to the aggrieved party, in addition to all damages allowed by law, a reasonable attorney's fee to be determined by a court of competent jurisdiction.

In the event it becomes necessary for the Trustee to become involved in legal proceedings relating to any controversy between these respective parties, the party adjudged to be in default by a court of competent jurisdiction shall pay to said Trustee all of Trustee's costs, including a reasonable attorney's fee and compensation for the time spent by Trustee's employees in said litigation. The amount of compensation shall be the number of hours spent by Trustee's employees times the hourly rate charged by the Trustee for similar work within the area.

XV.

Purchaser acknowledges that Harry Turner, attorney at law, Twin Falls, Idaho, represents Sellers in this matter and is preparing this document for Sellers. Purchaser is advised that Harry Turner cannot represent both parties in this transaction and only represents Sellers. Purchaser is further advised that he should obtain independent legal counsel regarding this agreement and the interpretation thereof.

XVI.

This agreement shall be binding upon the parties, their respective heirs, successors and assigns.

XVII.

This agreement may be executed in any number of counter parts each of which shall be deemed to be an original where it has been signed by both Sellers and Purchaser.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in quadruplicate the day and year first above written.

SELLERS:

WEST ONE BANK, IDAHO, N.A.

by Steven W. Bingham
Steven W. Bingham
Trust Property Officer

MELVIN McCLAIN FARMS, INC.

Fannie McClain
Fannie McClain, President

ATTEST:

Dorothy Moon
Dorothy Moon, Secretary

PURCHASER:

Danny Lee McClain
Danny Lee McClain

STATE OF IDAHO)
)
County of Twin Falls)

On this 11th day of November, 1992, before me, the undersigned, a Notary Public in and for said County and State, personally appeared FANNIE McCLAIN and DOROTHY MOON, known to me to be the persons whose names are subscribed to the foregoing instrument as President and Secretary of Melvin McClain Farms, Inc., and acknowledged to me that they executed the same on behalf of said corporation.

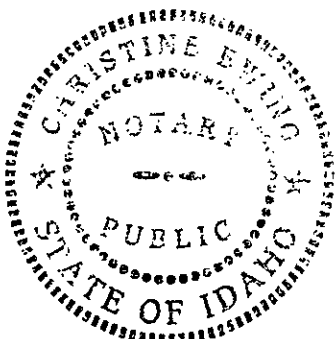
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Ann R. Wright
Notary Public for the State of
Idaho; residing at Twin Falls
Idaho.
My Commission Expires: 11-2-93

STATE OF IDAHO)
)
County of Twin Falls)

On this 15th day of November, 1992, before me, the undersigned, a Notary Public in and for said County and State, personally appeared STEVEN W. BINGHAM known to me to be one of the Trust Property Officers of West One Bank Idaho, N.A. Trustee of the M. J. and Fannie McClain Inter Vivos Trust, a/k/a Melvin J. and Fannie McClain Inter Vivos Trust, under that certain Trust Agreement dated January 25, 1991, executed by Melvin J. McClain and Fannie McClain as Grantors and West One Bank Idaho, N.A., as Trustee, and acknowledged to me that said Trustee executed the same.

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



Christine Ewing
Notary Public for the State of
Idaho; residing at Burnt
Idaho.
My Commission Expires: 7.14.95

STATE OF IDAHO)
)
County of Twin Falls)

On this 12th day of November, 1992, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DANNY LEE McCLAIN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

[Signature]
Notary Public for the State of
Idaho; residing at Twin Falls
Idaho.
My commission expires 11-2-93

#150

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: A47-02344B
Date Received: 2/03/1989
Receipt No: 5006357
Received By: LW

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: FANNIE M. MC CLAIN 208-543-5256
Address: 411 E. MAIN ST.
BUHL, ID 83316

2. Date of Priority: NOV 21, 1960

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
10S	12E	2	SE	SW			TWIN FALLS

5. Description of diverting works:
700' WELL, 50HP PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	10/20	0.360		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
09S	12E	35	SE	SW		IRR	19.0

Section Acres 19.0

10S	12E	2	NE	NW		IRR	5.0
-----	-----	---	----	----	--	-----	-----

A47-02344B

Page 1

Date: 02/03/89

MICROFILMED

MAR 11 1993

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
10S	12E	2	SE	NW		IRR	3.0
			NE	SW		IRR	23.0
						Section Acres	31.0
						Total Acres	50.0

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:
A47-02312, A47-02344C

14. Remarks:

15. Basis of Claim: LICENSE
Water Right Number: 29152

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: _____

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): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____
My Commission Expires _____

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:

Ident. Number

Date Received

Receipt Number

39576
441-02344B

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) FANNIE M. MCCLAIN Phone (208) 543-5256Mailing Address 411 E MAIN; Buhl, ID. Zip 833162. Date of Priority (Only one (1) per claim) 11/21/603. Source of water supply (a) GROUND WATER
which is tributary to (b) _____4. a. Location of existing point of diversion is: Township 10S Range 12E Section 2,
_____ 1/4 of SE 1/4 of SW 1/4, Govt. Lot, _____ B.M., County of TWIN FALLSAdditional points of diversion if any: N/A

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____

_____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. 50 hp. Pump 700 Ft depth

MICROFILMED

MAR 11 1993

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For IRRIGATION purposes from Apr 1 to OCT 20 amount 0.360 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 0.360 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is 150 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) _____

10. Description of place of use:

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

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
08S	12E	35											19						19
10S	12E	2					5			3	23								31

Total number of acres irrigated 50

11. In which county (ies) are lands listed above as place of use located? TWIN FALLS

12. Do you own the property listed above as place of use? Yes X No _____
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.
47-022312 AND 47-022344C or None ()

14. Remarks:

MICROFILMED

MAR 11 1993

Last Name McLain Ident No. _____

Copies: White -State, Yellow-Claimant

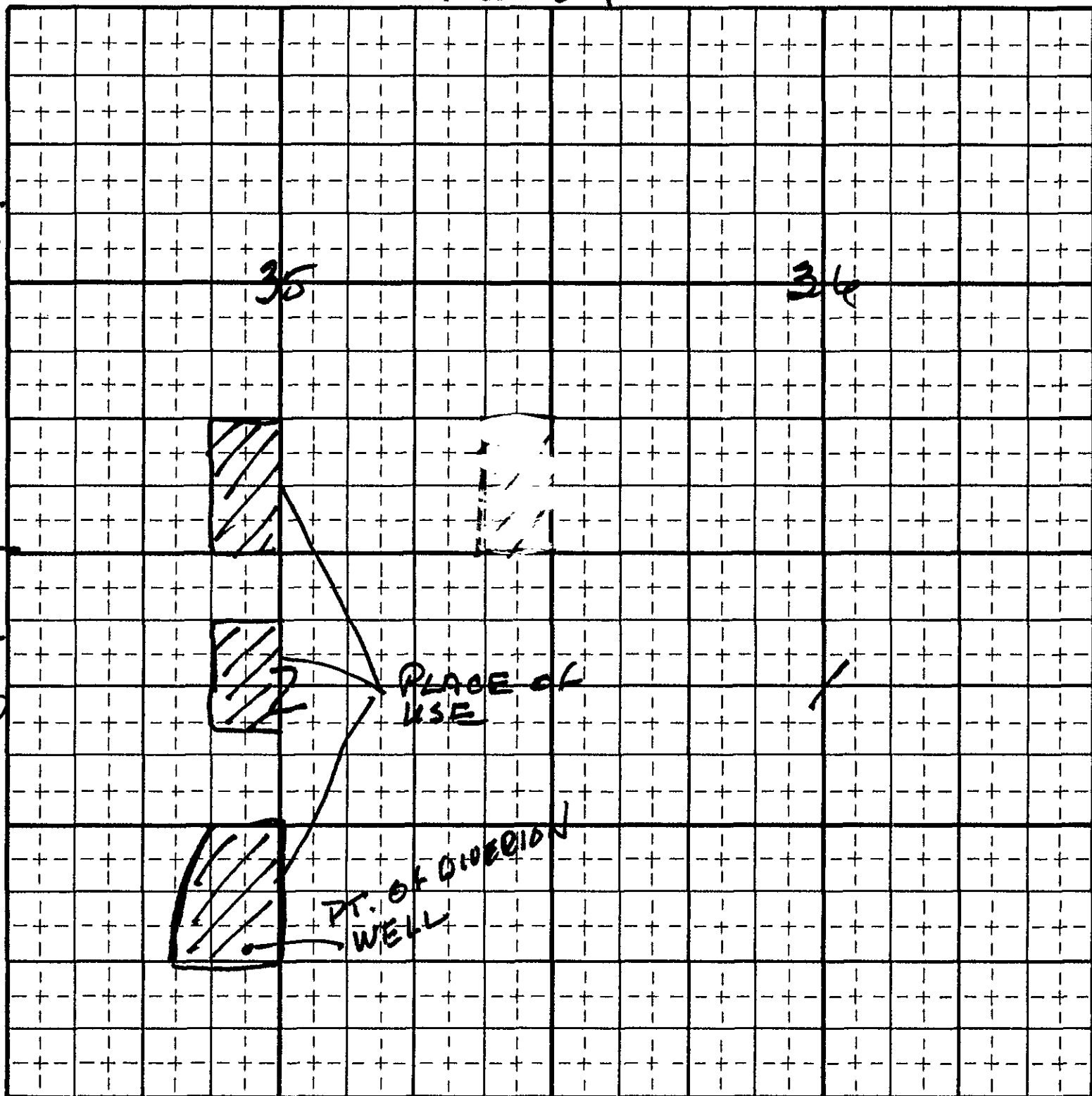
Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: 2 inches equals 1 mile

R 12 E 3 M

T
9
S

T
10
S



MICROFILMED

MAR 11 1993

Last Name McCLAIN Ident No. _____

Copies: White-State, Yellow-Claimant

15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License X Permit _____
Decree _____
If applicable provide IDWR Water Right Number 47-02312 A47-02344B
Court _____ Case Number _____ Decree Date _____
Plaintiff vs 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 X
wish to receive and pay a small annual fee for monthly copies of the docket sheet.
Number of attachments _____

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true
and correct.

Signature of Claimant (s) Sammie McElain Date 1/4/89

Date _____

For Organizations: I do solemnly swear or affirm that I am _____ Title _____

of _____, that I have signed the foregoing

Organization

document in the space below as _____ of _____

Title

Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____

Title and Organization _____ Date _____

State of Idaho/or _____)
County of TWIN FALLS) SS.

Subscribed and sworn (or affirmed) before me this 4th day of January 19 89

SEAL

Notary Public Robert C. Weaver

Residing at Buhl, Id. 83316

My Commission Expires Sept 1990

Please Print Name

17. Notice of Appearance:
Notice is hereby given that I, ROBERT C. WEAVER will be acting as attorney at law on behalf
of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above
should be mailed to me at the address listed below.

Signature Robert C. Weaver

Address 130 N. Brown Buhl, Id. 83316

Date 1/11/89

MICROFILMED

MAR 11 1993

Last Name McElain Ident. Number _____

Copies White-State, Yellow-Claimant

AJ0749NP
No. R47-02344B

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

DATE: 02/11/98
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	MELVIN G HARDER	11/21/1960	IRRIGATION	04-01 10-20	0.36 CFS	
C	RUTH R HARDER					
	PO BOX 88					
	BUHL ID 83316					
	(208) 543-4746					
				TOTAL DIVERSION:	0.36 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion:

T10S R12E S02

SESW

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	12E	35	:													19				:	19.0
10S	12E	2	:					05				03		23						:	31.0
																			TOTAL ACRES	:	50.0

POU County: TWIN FALLS

Other Rights: A47-02312, A47-02344C

Dates:

Exam Made Date:

Verified Date:

Objection Filed Date:

Misc:

Water District Number:

Field Inspection Flag:

Presumption Flag:

Log for claim 47-02344B

Spatial Dynamics BTD

2/15/01

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
09s12e	35	SESW	19	37	Indiscernible
10s12e	2	NENW	5	39	Indiscernible
10s12e	2	SENW	3	38	Indiscernible
10s12e	2	NESW	23	38	Indiscernible
Totals:			50	152	

T31847 HEL
377

3048

1
53.5

2
40.2

34
101.0

36

4
36.5

5
56.2

9
55.6

8
56.8

41
73.2

10
40.0

12

13
19.6

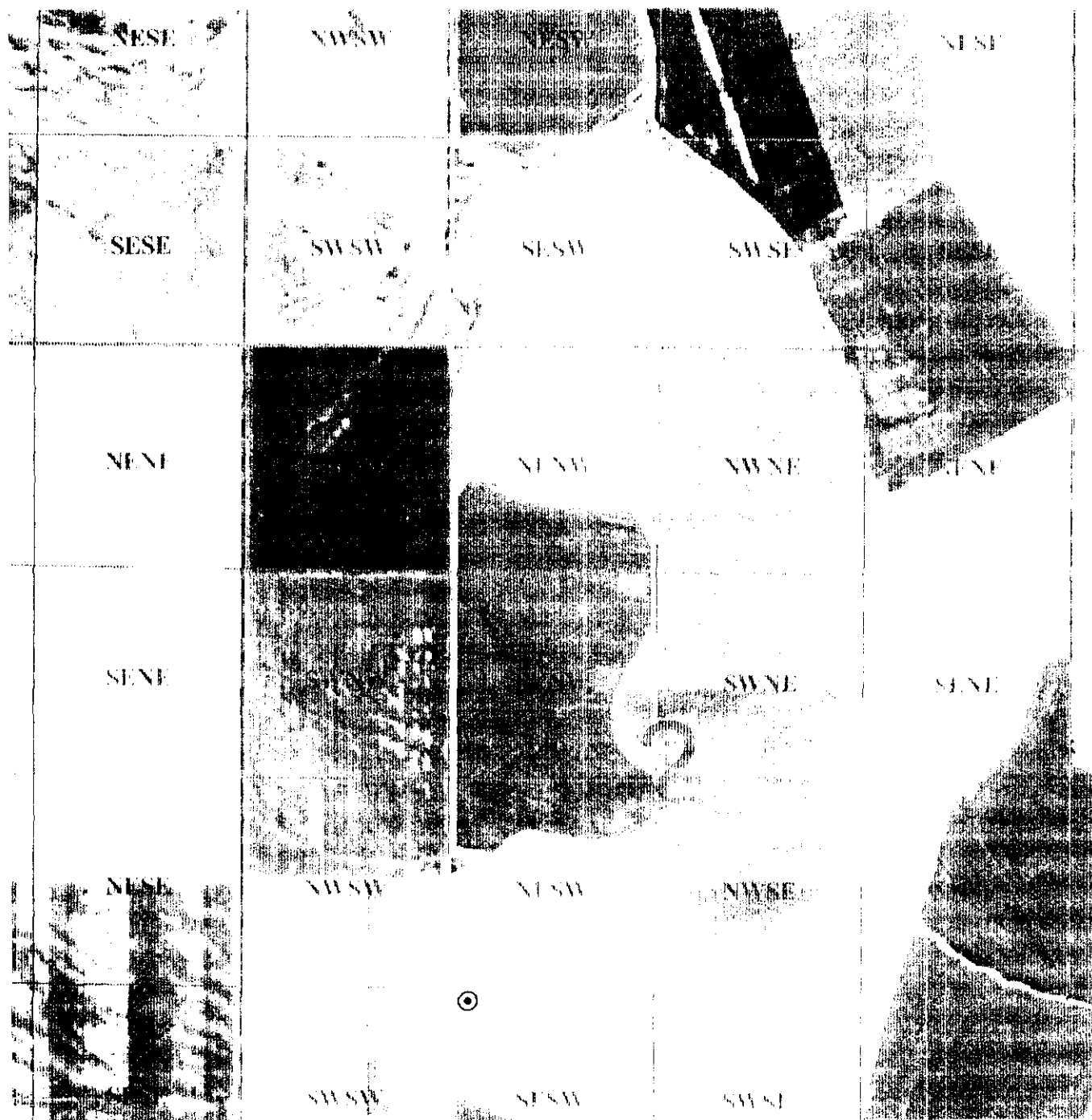
14
2.3

21
12

Department of Defense
San Antonio
JAN 4 1964
50
C
M
A
V
M

Water Right Claim Number 47-02344B
Townships , 9S12E, 10S12E

02/15/2001



Legend

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

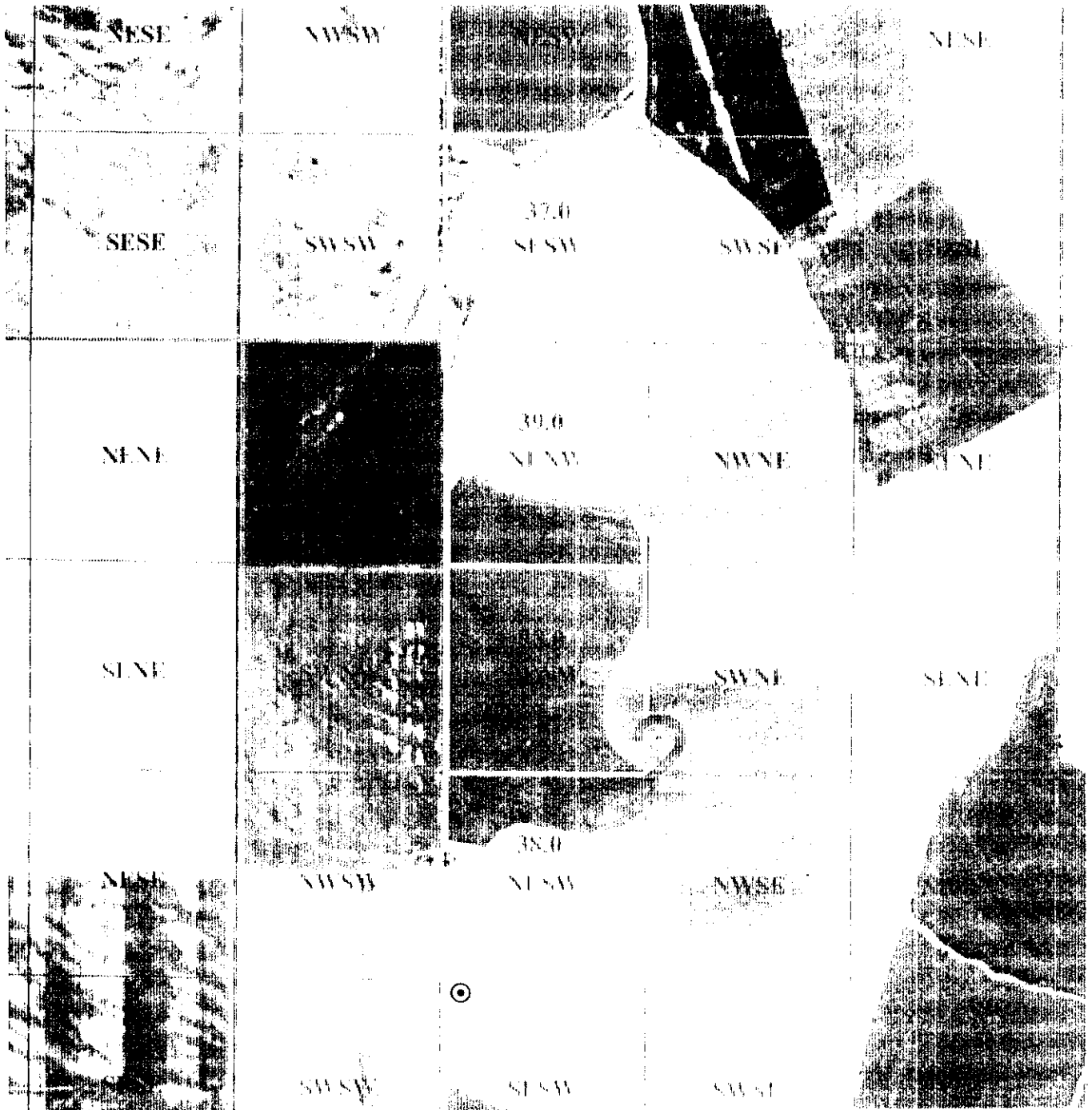


600 0 600 1200 Feet

*SPATIAL
DYNAMICS*

Water Right Claim Number 47-02344B
Townships , 9S12E, 10S12E

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. A47-02344B

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 01/30/01
PAGE: 36

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	MELVIN G HARDER	11/21/1960	IRRIGATION	04-01 10-20	0.360 CFS	
C	RUTH R HARDER PO BOX 88 BUHL ID 83316 (208) 543-4746					
TOTAL DIVERSION:					0.360 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion: T10S R12E S02 SESW

TWIN FALLS County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE								
T	R	S	:	NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	SUM
			:	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	:	
09S	12E	35	:					:					:				19	:					:	19.0
10S	12E	2	:					:	05			03	:	23				:					:	31.0
TOTAL ACRES																							50.0	

POU County: TWIN FALLS

Other Rights: A47-02312, A47-02344C

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
A47-02344D A47-02344E R47-02344B R47-02344D

Other Water Rights Listing Overlapping Place(s) of Use:
R47-02344B

Remarks: GEN 2/11/98 TF; OWNERSHIP CHANGED DANNY LEE MCCLAIN TO HARDER PER
1409(6) AND WARRANTY DEED.

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

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

Audit: 02/24/89 WHITE 12/07/92 CLELLAND 03/30/95 POST-STD 02/11/98 TFAWCETT