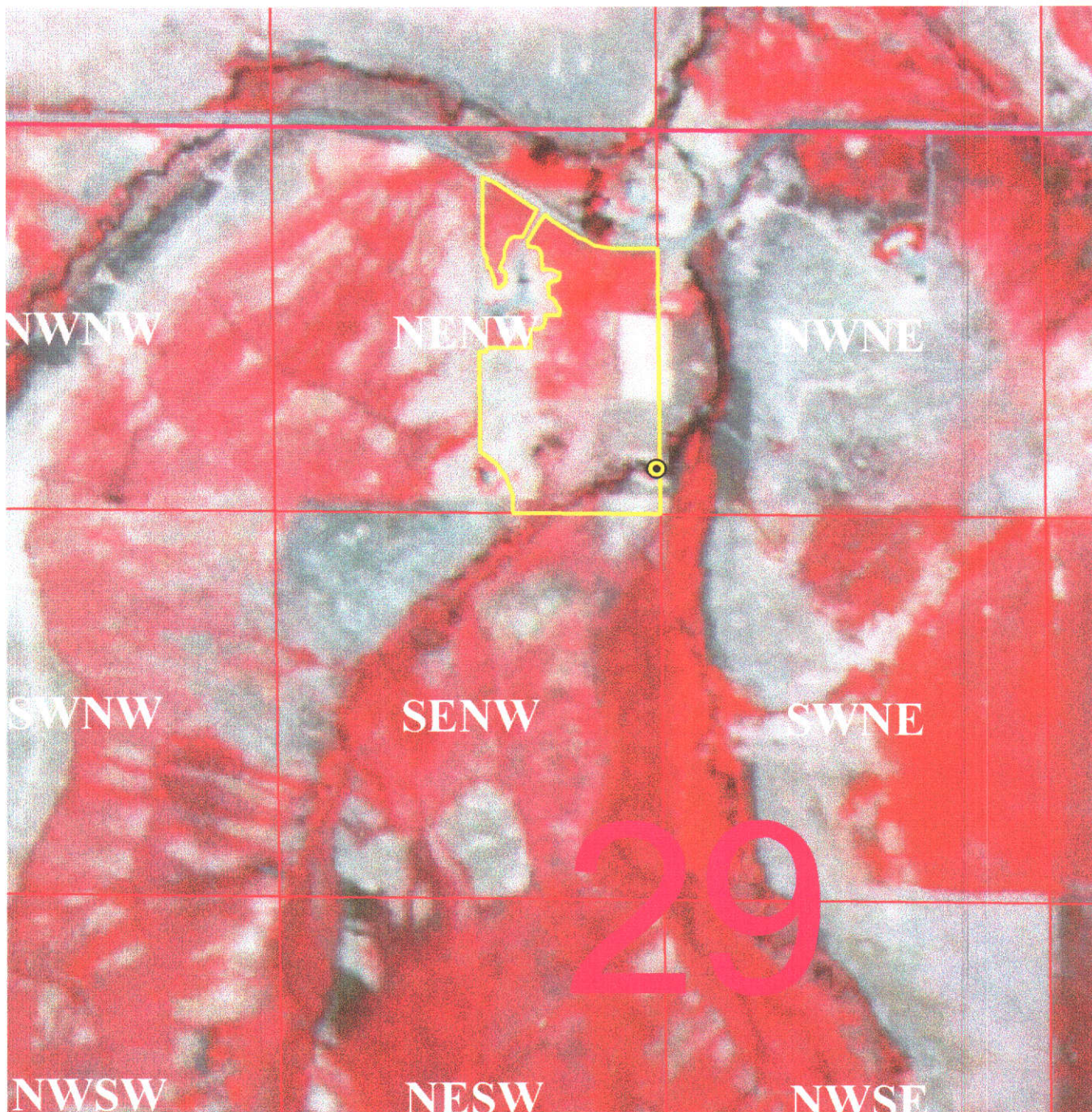


Water Right Claim Number A47-04162
Township , 11S18E

10/24/2000



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

300 0 300 600 Feet



Water Right Claim Number A47-04162
Township , 11S18E

10/24/2000



 Irrigated Area

 Place of Diversion

 Section Line

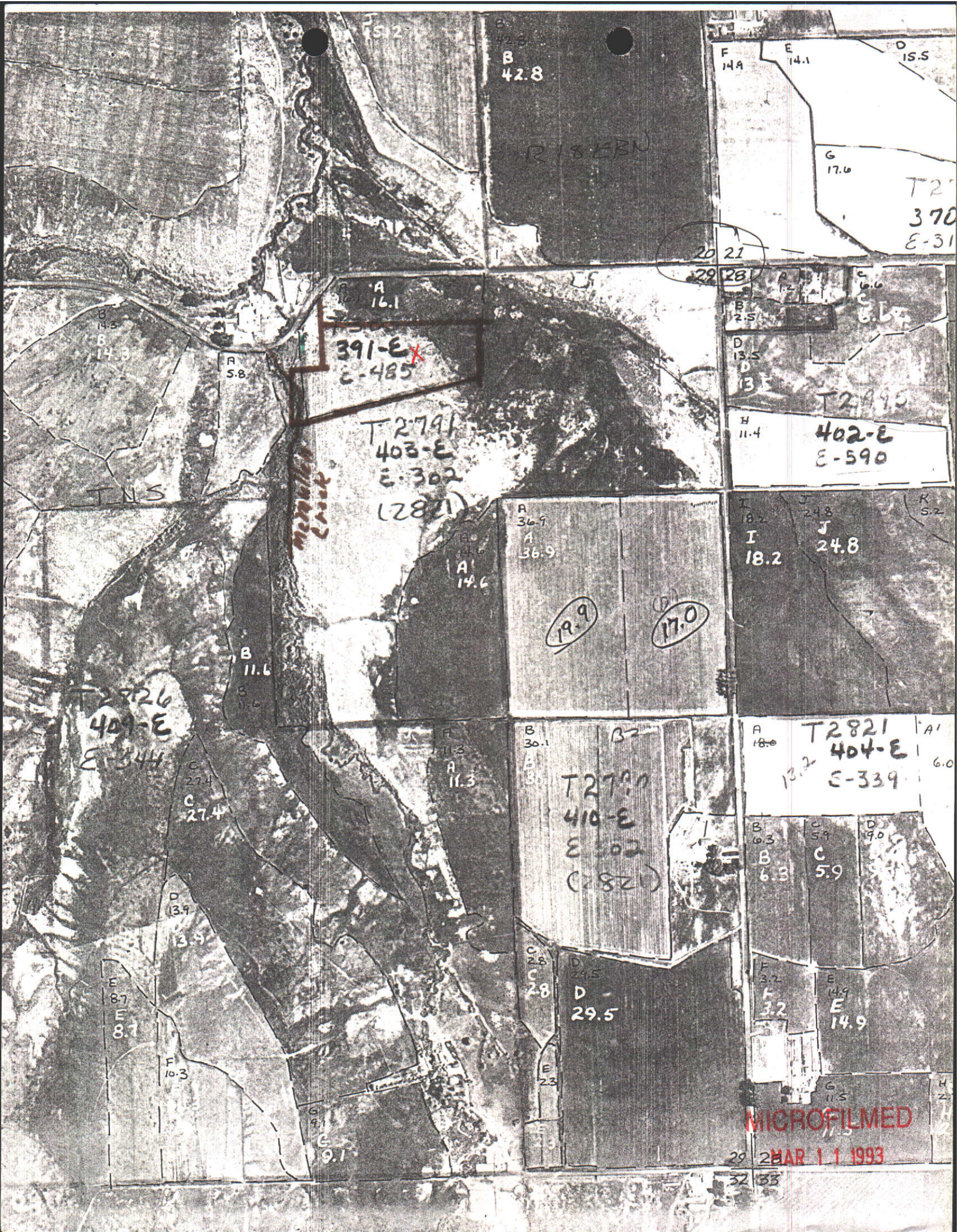
 Quarter Section Line

 Roads

 Streams and Canals

Legend





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

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

CIVIL CASE NUMBER: 39576

Ident. Number 47-4162
Date Received: 11/17/88
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

REISOM CO LLC Phone: (208)423-6766
3441 E 3100 N
KIMBERLY ID 83341

2. Date of Priority: 01/01/1936

3. Source: MCMULLEN CREEK Trib. to: COTTONWOOD CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County
11S	18E	29	NE NW	TWIN FALLS

5. Description of diverting works:

CHECK DAM & DITCH; STOCK DRINK FROM STREAM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/15	11/15	0.22	
STOCKWATER	1/01	12/31	0.02	

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

8. Total consumptive use:
47-4162

01/10/2001

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
11S	18E	29	NE	NW	IRRIGATION	11
					Section Acres	11
					Total Acres	11

11. Place of use in counties: TWIN FALLS

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

13. Other Water Rights Used:

14. Remarks:

12/26/00 tf; ownership changed Heiner to Reison Co LLC per 1409(6) and warranty deed received 12/22/00.

15. Basis of Claim: Statutory Claim



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

January 10, 2001

DIRK KEMPTHORNE
GOVERNOR

KARI J. DREHER
DIRECTOR

REISOM LLC
3441 E 3100 N
KIMBERLY ID 83341

RE: SRBA Claim(s) A47-04162

Dear Claimant:

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, appearing to read 'Trish Fawcett'.

Trish Fawcett
Technical Records Specialist

enc.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

RECEIVED
OCT 16 2000
 Department of Water Resources
 Southern Region

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s)	Adjudication Claim No(s)	Split	Water Right No(s)	Adjudication Claim No(s)	Split
47-11638	decreased to 11638				
	47-1162				

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts. \$35.00
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former
Owner/Claimant(s)

LARRY-LINDA Heiner
3441 E 3100 N Kimberly ID.

4. New Owner/Claimant(s)

Rei Son LLC
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

3441 E 3100 N

City, State and ZIP Code

Kimberly ID 83341

New Telephone Number

208 423 6766

5. Date you acquired the property

8-99

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

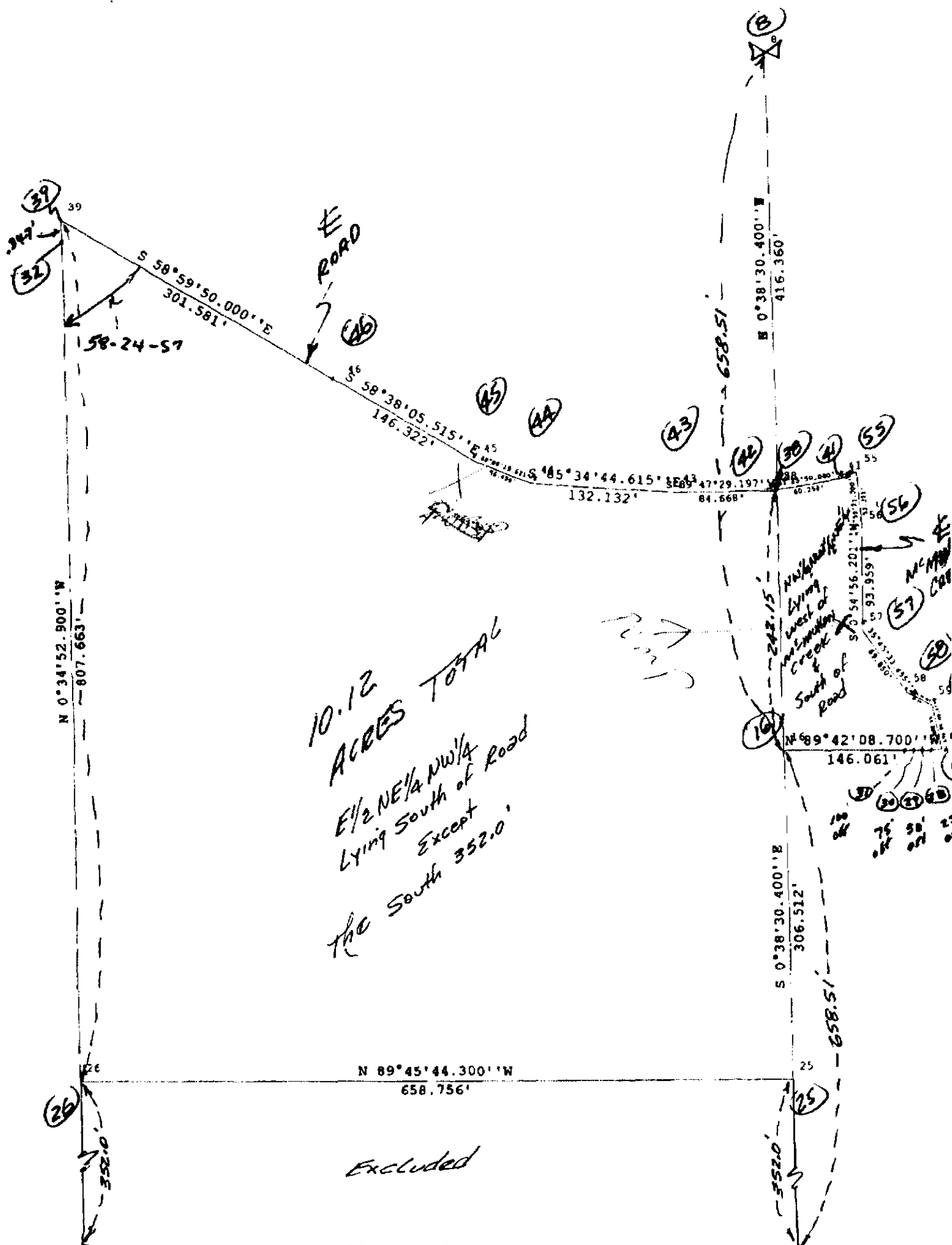
DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

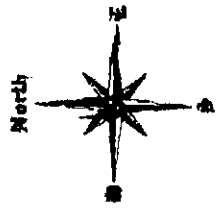
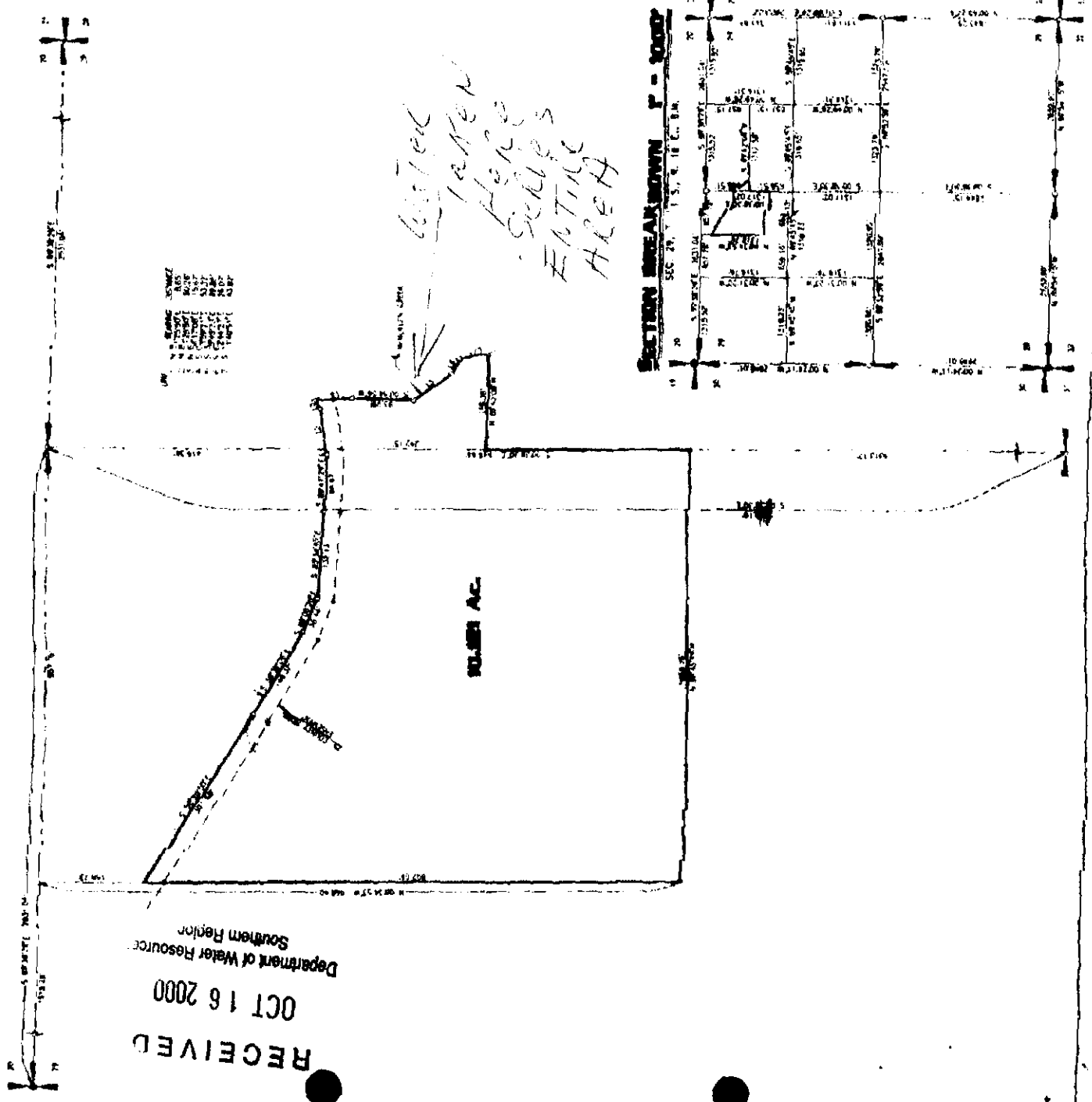
7. Signature of New Owner(s) or Claimant(s) *Ransom LLC*
(include title if applicable) _____

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only			
Received by <u><i>[Signature]</i></u>	Date <u><i>10/23/00</i></u>	Fee <u><i>\$2500</i></u>	
Received by _____	Date _____	Receipt No. _____	
Processed by <u><i>[Signature]</i></u>	AI Date <u><i>12/26/00</i></u>	WR _____	Date _____



RECEIVED
OCT 16 2000
Department of Water Resources
Southern Region



SCALE
1" = 1000'

LOCATED IN
E¹ NE¹ NW¹ & NE¹ NW¹ NE¹
SECTION 28,
TOWNSHIP 11 NORTH,
RANGE 18 EAST,
BENNE MERIDIAN
TWIN FALLS COUNTY, IDAHO

LEGEND

- SURVEY RECOVERY LINE
- COUNTY ROAD EASING
- FOUND 3/4" BRASS CAP
- FOUND 3/8" STEEL PIN
- FOUND 1/2" STEEL PIN
- SE 1/2" REBAR & CAP

JOHN D. FOOT, DU HERBY CERTIFY THAT THIS
MAP IS A TRUE AND ACCURATE MAP OF THE LAND
SITUATED HEREIN UNDER MY SUPERVISION AND DIRECTION.

J. D. FOOT AND SURVEYING, INC.	
LARRY & JIMMY HEINER	
DATE	SECTION 28
DATE	DATE
DATE	DATE
DATE	DATE

5769SSI V4R2MO 980228
Print Key Output
S102FCPM
10/16/00 09:38:37
Page 1

Display Device
User
XB
RULONSUM

Parcel RP-11S18E290650 A TAX INQUIRY

Name REIGOM COMPANY, L L C
Addr 3441 E 3100 N
KIMBERLY ID 83341
Year 1999
Code Area 51-00
Bank Code
Owner Code
Bill# 29473
FLB Code
Account Type

** NAME ROLL **

Market Value 206,013
- Hardship
- Homeowner
Net Market 206,013

Legal SEC 29 T 11 R 18
E1/2 NE NW 1/4 OF ROAD, EXC
S 392' & SW 1/4 OF N 1/2 NW NE
S OF ROAD

Tax Amount 2,804.64
- CITIZENS TAX
+ Specials
Net Tax 2,804.64

Tax Payments 2,804.64
Tax Cancelled
Spec Cancelled
Remaining Due 00

Bill -> RP 1999

Parcel -> RP

FS-End Program A Address 3441 3100
FS-Payment Activity F24-More Keys

AUS-38-1999 13:

1ST AMERICAN TITLE

20 34 2945 P.00/12

TF23410

WARRANTY DEED

Twin Falls County, Idaho

Recorded for:
FIRST AMERICAN TITLE CO.

11:39am Sep.01,1999

1999-016298

No. of Pages: 1 Fee: \$3.00
ROBERT S. FORT
Ex-Officio Recorder
Deputy Clerk

For Value Received Larry O. Heiner, an unmarried man

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Reisom Company, L.L.C.

whose address is: 3441 East 3100 North, Kimberly, Idaho 83341

Hereinafter called the Grantee, the following described premises situated in Twin Falls County, ID, to-wit:

PARCEL 1:

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

Section 29: E1/4NE1/4NW1/4

EXCEPT the Southern most 352.00 feet

AND EXCEPT the portion thereof lying Northerly from the center line of the county road along the North line thereof.

PARCEL 2:

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

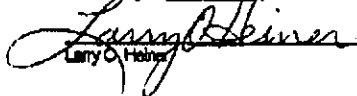
Section 29: That portion of the NW1/4NW1/4NE1/4 lying Westerly from the center of McMullen Creek

EXCEPT that portion lying Northerly from the centerline of the road along the North line thereof.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

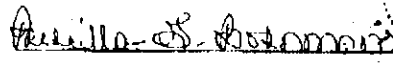
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from 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 Grantor will warrant and defend the same from all claims whatsoever.

Dated August 30, 1999

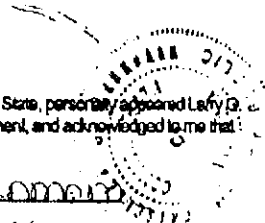

Larry O. HeinerSTATE OF Virginia)
City of Alexandria)
COUNTY OF Alexandria)

On This 30th day of August, 1999, before me, a Notary Public in and for said State, personally appeared Larry O. Heiner, known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.

My Comm. Exp: 7/31/2000



Notary Public of State of Virginia



Stephenson Computer Consulting
 Realtor's System
 Parcel Master Print

Date: 12/22/00
 Time: 10:02:06
 Page: 1

Parcel #: RP 11S18E290650 A Tax Code Area: 510
 Owner: REISOM COMPANY, L L C
 3441 E 3100 N
 KIMBERLY ID 83341
 Legal: SEC 29 T 11 R 18
 E1/2 NE NW S OF ROAD, EXC
 S 352' & SW 1A OF N 1/2 NW NE
 S OF ROAD

Categories:	Category	Unit	Desc	Quantity	Value
	5 INV. DRY GRAZING	AC		8.700	253
	10 HOMESITE VALUE-RURAL INV.1-9	AC		1.000	10900
	19 WASTE LAND	AC		0.550	
	31 IMPROVEMENTS ON CAT. 10				187089
	32 IMPROV. OTHER THAN CAT 1-12&15				10183

Tax information:

Year	Bill #	Market Value	H.O. Market	Tax Amount	Specials	Circuit Breaker	1st Half Payment	2nd Half Payment
1994	26616	167704	50000	1974.78			987.39	987.39
1995	27254	201431	50000	2345.36			1172.68	1172.68
1996	27752	202622	50000	2319.50			1159.75	1159.75
1997	28552	202591	50000	2110.12			1055.06	1055.06
1998	29107	205993	50000	2106.14			1053.07	1053.07
1999	29473	206013		2804.64			1402.32	1402.32
2000	29906	208425		2945.32				

Front Footage:
 Depth :
 Other Desc :

Deed Ref #'s:
 1. 99-016298
 2. 99-016297
 3. 239-614
 4.
 5.

Zip Code: 83341
 Property: 3441 3100 N Zip Code:



First American Title

260 Third Ave. North • Twin Falls, ID 83303-1807
Phone (208)734-2905 • Fax (208)734-2945

December 22, 2000

WATER RESOURCES

ATTN: TRISH - FAX: 736-3037

RE: REISOM COMPANY, LLC - 3441 EAST 3100 NORTH, KIMBERLY

Here is the Assessor's Printout and Warranty Deed that you requested on the above-mentioned name and address.

If I can be of more assistance, please do not hesitate to contact me. Thank you for using **FIRST AMERICAN TITLE COMPANY!!**

Sincerely,

Linda Adams
Title Resource Officer



REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

THIS IS A LEGALLY BINDING CONTRACT. BEFORE SIGNING, READ THE ENTIRE DOCUMENT, INCLUDING THE GENERAL PRINTED PROVISIONS AND ATTACHMENTS. IF YOU HAVE ANY QUESTIONS BEFORE SIGNING, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT

ID# 71818DATE August 23, 1999

1. REAL ESTATE OFFICES:

Listing Agency Goldwell Banker - Western Realty Selling Agency CB Western Realty
MLS Office# Wash MLS Office# Wash

Listing Agent Name Kloria Baertman Selling Agent Name Kloria Baertman
MLS Agent # 007 MLS Agent # 007
Phone # (office) 233-2365 (home) 423-5786 Phone # (office) 233-2365 (home) 423-5786

2. BUYER AND LEGAL DESCRIPTION: Don Mosier Single man

(Hereafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "premises" commonly known as 3441 E 3100th City Kimberly County TF Idaho, Zip 83334

legally described as: Sec 29 T11 R 18 E 1/2 NE NW 3 of Road, Ex
S 356' + 54' IR of N 1/2 NW NE S of Road

3. TOTAL PURCHASE PRICE: Two hundred & ninety five thousand DOLLARS.
\$295,000 payable upon the following TERMS AND CONDITIONS (Not including closing costs):

4. FINANCIAL TERMS: (Note: A + C + D + E should add up to (or be equal to) total purchase price, except for 100% financing.)
\$10,000 A. EARNEST MONEY: BUYER hereby deposits ten thousand DOLLARS as Earnest Money

evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note due ☐ other
and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by: ☒ Listing Broker ☐ Selling Broker ☐ other Donna Bach for the benefit of the parties hereto, and Donna Bach (Broker) shall hold the completely executed Broker's copy of this Agreement. The responsible Broker shall be Donna Bach

B. ALL CASH OFFER: ☒ YES ☐ NO If this is an all cash offer do not complete lines 25 through 47, fill blanks with N.A.

C. NEW LOAN PROCEEDS: This Agreement contingent upon BUYER obtaining: ☐ FHA ☐ VA ☐ CONVEN ☐ IHEA
☐ RD ☐ OTHER _____ FIRST LOAN of \$ _____ not including mortgage

insurance, with interest not to exceed _____ % for a period of _____ year(s) at: ☐ fixed rate ☐ other
BUYER shall pay no more than _____ point(s) plus origination fee if any. SELLER shall pay no more

than _____ point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally. BUYER shall apply for such loan within _____ business day(s) of SELLER's acceptance. Within _____ business days of final acceptance of all parties. BUYER agrees to furnish SELLER with a written loan commitment showing lender approval of credit report, income verification, debt ratios and subject only to satisfactory appraisal and final lender underwriting. If such written commitment is not received by SELLER within the strict time allotted, SELLER may at their option cancel this agreement by notifying BUYER in writing of such cancellation. If an appraisal is required by lender, the property must appraise at not less than purchase price or BUYER's Earnest Money may be returned at BUYER's request.

FHA / VA. If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the property described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the property of not less than the sales price as stated in the contract. BUYER shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. BUYER should satisfy himself/herself that the price and condition of the property are acceptable. It is agreed that any item included in section 7 is of nominal value less than \$100.

D. ADDITIONAL FINANCIAL TERMS:

☐ Additional financial terms are specified under the heading "ADDITIONAL TERMS AND CONDITIONS" (Section 5).

☐ Additional financial terms are contained in a FINANCING ADDENDUM of some date, attached hereto, signed by both parties.

E. APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER in GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check. A _____ difference between the approximate balances of the loans shown above, which are to be assumed or taken subject to the

balances of said loans at closing of escrow shall be adjusted in ☒ Cash ☐ Other: _____

BUYER and SELLER hereby agree to sign a copy of this page, which constitutes Page 1 of 2 of the

BUYER's INITIALS _____ Date 8/23/99 SELLER's INITIALS _____ Date 8/23/99

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Copyright Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. All rights reserved.

REAL ESTATE DATE AUGUST 1, 1997

STILL
ACTIVE

FROM :

FAX NO. :

AUG-25-99 09:55 AM CR WESTERN REAL ESTATE

7339626

Aug. 26 1999 01:26PM P6

203 PURCHASE & SALES AGREEMENT RE21 PAGE 6

204
205
206 PROPERTY ADDRESS: 3441 E. 3100 N. Kimberly ID#: 71818

207
208
209 29. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and/or
210 contingencies which must be satisfied prior to closing: _____

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In this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER ('agent' or 'nonagent' or 'limited dual agent'):

Listing broker acted as a(n) Limited Dual Agent for the BUYER.

Selling broker acted as a(n) Limited Dual Agent for the BUYER.

In this transaction, the brokerage(s) involved has the following relationship(s) with the SELLER ('agent' or 'nonagent' or 'limited dual agent'):

Listing broker acted as a(n) Limited Dual Agent for the SELLER.

Selling broker acted as a(n) Limited Dual Agent for the SELLER.

Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure Disclosure and has elected the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE OR SHE IS A 'CUSTOMER' AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

31. ACCEPTANCE: BUYER's offer is made subject to the acceptance of SELLER on or before (Date) 8-25-99 and (Time) 8:00 PM. If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to BUYER on demand.

32. BUYER'S SIGNATURES: I/we further acknowledge receipt of a true copy of this Agreement.

☐ SEE ATTACHED BUYER'S ADDENDUM(S): 1 (Specify number of BUYER addendum(s) attached)

BUYER Signature _____ BUYER Signature _____

BUYER (Print Name) Donald D. Mosier BUYER (Print Name) _____

Date _____ Time _____ Phone # _____ Date _____ Time _____ Phone # _____

Address Job 592 Address _____

City Wood Lake, MI State MI Zip 48072 City _____ State _____ Zip _____

33. SELLER'S SIGNATURES:

On this date, I/we hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER. I/we further acknowledge receipt of a true copy of this Agreement signed by both parties.

☐ SIGNATURE(S) SUBJECT TO COUNTER OFFER ☐ SEE ATTACHED SELLER ADDENDUM(S)

☐ SEE ATTACHED SELLER'S RIGHT TO CONTINUE TO MARKET PREMISES ☐ SEE ATTACHED COUNTER OFFER(S)

SELLER Signature Larry D. Henry 8-26-99 SELLER Signature _____

SELLER (Print Name) _____ SELLER (Print Name) _____

Date _____ Time _____ Phone # _____ Date _____ Time _____ Phone # _____

Address _____ Address _____

City _____ State _____ Zip _____ City _____ State _____ Zip _____

34. BUYER'S ACKNOWLEDGMENT OF RECEIPT OF FINAL COPY BEARING ALL SIGNATURES:

A true copy of the foregoing Agreement, signed by the SELLER and containing the full and complete description of the premises, is hereby received on this _____ day of _____, 19____.

BUYER: _____ BUYER: _____

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 6 of 5 Pages.

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PURCHASE & SALES AGREEMENT RE2: PAGE 2

PROPERTY ADDRESS: 3441 E 3100 N, KimberlyID#: 71818

5. ADDITIONAL TERMS AND/OR CONDITIONS:

Oil seepage solution #1
Small seepage resolved by professional after solution #1 is completed.

6. OCCUPANCY: BUYER ☐ does ☐ does not intend to occupy property as BUYER'S primary residence.

7. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the property are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all attached floor coverings, attached television antenna, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built-in and "drop-in" ranges (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, all water systems, wells, springs, water, water rights, ditches and ditch rights, if any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein. The following additional items are specifically:

A. INCLUDED IN THIS SALE: all kitchen appliances included, 3 cab. Curin cabinets, dishwasher, built-in, 6 bar stools, patio, lawn mower, equipment, everything in house, tractor and attachments, and green, red, yellow, and blue water, acidic irrigation equipment, painting attached, riding lawn mower, 1 push mower.

B. EXCLUDED IN THIS SALE: Chicken coop, Saddles & bridles and misc. items in house.

8. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be free of all liens (for rights reserved in federal patents, state or railroad clouds, building or use restrictions, building and zoning regulations and order of governmental unit, and rights of way and easements established or of record, liens, encumbrances or defects to be discharged by SELLER out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER of any kind, are to be taken subject to, exist unless otherwise specified in this Agreement.

9. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings, which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

10. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

11. COVENANTS, CONDITIONS AND RESTRICTIONS (C.C. & R.'S): BUYER is responsible to obtain and review a copy of the C.C. & R.'s (if applicable). BUYER has reviewed C.C. & R.'s. ☐ Yes ☐ No ☒ N/A

12. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required. BUYER agrees to abide by the Articles of Incorporation, By Laws and rules and regulations of the Association. BUYER is further aware that the Association may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has read and understands the Homeowner's Association Documents: ☐ Yes ☐ No ☒ N/A Association fees/dues are \$_____ per _____

13. RISK OF LOSS: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the premises be materially damaged by fire or other destructive cause prior to closing, this Agreement shall be voidable at the option of BUYER.

14. BUSINESS DAY: Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined in Idaho Code Section 57-302.

BUYER and SELLER acknowledge receipt of a copy of this page, which constitutes Page 2 of 6 Pages.
 BUYER's Initials: MB Date: 8/26/99 SELLER's Initials: MB Date: 8/26/99
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PURCHASE & SALES AGREEMENT REZ1 PAGE 3

PROPERTY ADDRESS: 3441 E. 3100th, Kanihale ID# 71818

15. **INSPECTION:** BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within _____ business day(s) of acceptance complete these inspections and give to SELLER written notice of items disapproved of. BUYER is strongly advised to exercise these rights and to make BUYER's own selection of professionals with appropriate qualifications to conduct inspections of the entire property. BUYER's acceptance of the condition of the property is a contingency of this Agreement.

BUYER chooses ☐ to have inspection; ☐ not to have inspection. If BUYER chooses not to have inspection skip lines 130 to 143.

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER does not within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

2. If BUYER does within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall provide to SELLER pertinent sectional of written inspection reports. SELLER shall have _____ business day(s) in which to respond in writing.

3. If SELLER does not respond within the strict time period specified, BUYER shall have _____ business day(s) (after receipt of SELLER's response, or after the expiration of the time for SELLER to respond, whichever occurs first) to cancel this Agreement in writing.

4. If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

SELLER shall make the property available for all inspections. BUYER shall keep the property free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.

16. **SELLER'S PROPERTY DISCLOSURE FORM:** If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) days after execution of this Agreement provide to BUYER "SELLER's Property Disclosure Form" or other acceptable form. BUYER has received the "SELLER's Property

Disclosure Form" or other acceptable form prior to signing this Agreement: ☐ Yes ☐ No ☐ N/A

17. **LEAD PAINT DISCLOSURE:** The subject property ☐ is ☐ is not defined as "Target Housing" regarding lead based paint or lead-based paint hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead based paint hazard information pamphlet. (b) Receipt of Seller's Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other information, if any, related to the presence of lead based paint hazards on said property. (c) That this contract is contingent upon my right to have the property tested for lead based paint hazards to be completed no later than _____ or the contingency will terminate. (d) That

BUYER hereby ☐ waives ☐ does not waive this right. (e) That, if test results show unacceptable amounts of lead-based paint on the premises, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing. (f) That, if the contract is canceled under this clause, BUYER'S earnest money deposit will be returned to BUYER.

18. **FINAL VERIFICATION OF CONDITION:** BUYER shall have the right to make a final inspection of the property approximately _____ day(s) prior to close of escrow, not as a contingency of the sale, but solely to confirm that: (a) repairs have been completed as agreed in writing by BUYER and SELLER, (b) SELLER has complied with SELLER's other obligations, and (c) the property is otherwise in substantially the same condition as on the date of acceptance of the offer, unless otherwise agreed in writing.

19. TITLE INSURANCE:

(A) **TITLE COMMITMENT:** Prior to closing the transaction, ☐ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have _____ business day(s) from receipt of the commitment or not less than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within _____ business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B) **STANDARD COVERAGE OWNER'S POLICY:** SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER. The risk assumed by the title company in the standard coverage lender's policy is limited to matters of public record.

(C) **EXTENDED COVERAGE LENDER'S POLICY (Mortgage policy):** The lender will require that BUYER (borrower) obtain an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

(D) **EXTENDED COVERAGE OWNER'S POLICY:** A standard title policy does not cover certain potential problems or risks such as liens (i.e., a legal claim against premises for payment of some debt or obligation, boundary disputes, claims of easement and other matters of claim) if they are not of public record at time of closing. However, under Idaho law, such potential claims against the premises may have become legal obligations before the purchase of the home and yet may not be of public record until after the purchase. It is recommended that BUYER talk to a title company about what it offers in the way of extended coverage title policies and endorsements. This extended coverage owner's policy is for the benefit of the owner and provides similar coverage like provided by the extended coverage lender's policy. Extended Coverage Owner's Policy requested ☐ Yes ☐ No. Additional premium paid by: ☐ BUYER ☐ SELLER.

(E) The parties agree that _____ Title Company shall provide title policy and preliminary report of commitment.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 3 of 3 pages.

BUYER'S initials: _____ Date: _____ SELLER'S initials: _____ Date: _____

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8.2.21 EFFECTIVE DATE AUGUST 1, 1997

FROM :

FAX NO. :

AUG-25-99 09:04 AM CB WESTERN REAL ESTATE

7339676

Aug. 26 1999 01:25PM P5
P.05

PURCHASE & SALES AGREEMENT RE2: PAGE 4

PROPERTY ADDRESS: 3441 E 3100N Kimberly ID# Z1818

20. COSTS PAID BY: Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or provided by law or required by lender, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements. SELLER agrees to pay a maximum of \$ 4,000 lender/appraiser required repair costs.

	BUYER	SELLER	Shared Equity	Not Applicable		BUYER	SELLER	Shared Equity	Not Applicable
201				X	Title Ins. Standard Coverage Owner's Policy		X		
202				X	Title Ins. Extended Coverage Lender's Policy				X
203		X			Title Ins. Extended Coverage Owner's Policy				X
204				X	Septic Inspection				X
205				X	Drain Pumping				X
206				X	Survey				X
207				X	Well Inspection				X
208		X			Appraiser Inspection Fee				X
209					Removal of down down 1395		X		

21. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument.

22. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements or representations not expressly set forth herein shall be binding upon either party.

23. FACSIMILE TRANSMISSION: Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile transmitted signatures by signing an original document.

24. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker, provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter.

If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

25. SALES PRICE INFORMATION: The parties to this Agreement acknowledge that sales price information compiled as a result of this Agreement may be provided to the County Assessor's Office by either party or by either party's Broker.

26. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

27. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete this transaction. The closing date shall be no later than August 30, 1999. The parties agree that the "closing agency" for this transaction shall be First American Title. If a long-term escrow / collection is involved, then the long-term escrow holder shall be First American Title.

28. POSSESSION: BUYER shall be entitled to possession ☒ Upon closing or ☐ Date _____ time _____. "Closing" means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER. Property taxes and assessments (using the last available assessment as a basis, not interest and reserves, liens, encumbrances or obligations assumed and "closing" shall be provided as of Closing. BUYER shall pay for fuel in tank, amount to be determined by the supplier at SELLER's expense.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 4 of 4 of this Agreement. BUYER's Initials: JB Date: 8/26/99 SELLER's Initials: JK Date: 8/26/99

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A.E. 31 EFFECTIVE DATE AUGUST 1, 1997



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 736-3033

GOVERNOR PHILIP E. BATT

R. KEITH HIGGINSON
Director

January 10, 1995

A47-04162
LINDA M. HEINER
LARRY O. HEINER
3441E 3100N
KIMBERLY

ID 83341

RE: Evidence of Priority

* RESPONSE DEADLINE *
* MARCH 15, 1995 *

Dear Claimant:

The Notice of Claim identified with the number shown above your name on the mailing label has been filed in the Snake River Basin Adjudication (SRBA). The Notice indicates your water usage is based on "Beneficial Use" or a "Statutory Claim". Water rights of this type are established by the historical use of water, dating back to when water was first used for the purpose claimed. The date of first use, known as the priority date, has not been confirmed by a License, Decree or Permit. The Department will, at a later date, conduct reviews &/or field exams for the claims in your area. Since the priority date of a beneficial use water right can not be confirmed by field examination, **proof must be provided by the claimant supporting the priority date claimed.**

If you no longer own the property to which the claim is appurtenant please forward this correspondence to the present owner, or return it to the department. If you have received this correspondence from the previous owner of the property it is recommended that you file a Change of Ownership form with the Department in order to receive future mailings and to continue to be a party in the adjudication.

Please find enclosed a computer printout of your Notice of Claim and the pamphlet entitled "Evidence of Priority". The pamphlet describes the types of evidence required and suggests which documents will fulfill this requirement.

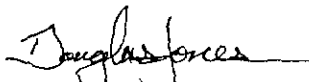
SPECIAL NOTE: The Department will not recommend the Notice be decreed by the court as claimed if no evidence of a priority date is submitted. It will be to your advantage to provide clear and convincing evidence. If you choose to submit statements from individuals as evidence, the statement must be in the form of a

January 10, 1995
page 2

notarized affidavit.

Please submit the required evidence supporting the priority date by March 15, 1995, referencing all documents with the corresponding Notice number. If you have any questions not covered by this letter or the enclosed pamphlet, please contact this office.

Sincerely,


Douglas Jones, P.E.
Water Rights Supervisor

Enc.

MICROFILMED
NOV 29 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: A47-04162
Date Received: 11/17/1988
Receipt No: S003891
Received By:

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: LINDA M. HEINER 208-423-4599
Address: 3441E 3100N
KIMBERLY, ID 83341

AND/OR

Name: LARRY O. HEINER 208-423-4599
Address: 3441E 3100N
KIMBERLY, ID 83341

2. Date of Priority: JAN 01, 1936

3. Source: MC MULLEN CREEK Trib. to: COTTONWOOD CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
11S	18E	29	NE NW		TWIN FALLS

5. Description of diverting works:
CHECK DAM & DITCH; STOCK DRINK FROM STREAM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.220		
STOCKWATER	01/01	12/31	0.020		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
S/40 RANGE; WILL BE REPLACED BY UP TO 10 HORSES

A47-04162

Page 1

Date: 05/15/89

MICROFILMED

MAR 11 1993

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
11S	18E	29	NE NW		IRR	11.0
Section Acres						11.0
Total Acres						11.0

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:

14. Remarks:

15. Basis of Claim: STATUTORY CLAIM

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): Larry O. Heiner Date: 5/15/89

Date: _____

State of Idaho)
County of TK) SS.

Subscribed and sworn (or affirmed) before me this 15 day

of May 19 89

Lon White
Notary Public

Seal

Residing at TK

My Commission Expires 5/94

This commitment is invalid unless the Insuring
Certificate and Schedules A and B are attached.

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: A47-04162
Date Received: 11/17/1988
Receipt No: S003891
Received By: lu

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: CHARLES WOODLAND 208-423-6244
Address: 3441E 3100N
KIMBERLY, ID 83341
AND/OR
Name: DORIS E. WOODLAND 208-423-6244
Address: 3441E 3100N
KIMBERLY, ID 83341
2. Date of Priority: JAN 01, 1936
3. Source: MC MULLEN CREEK Trib. to: COTTONWOOD CREEK
4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
11S	18E	29	NE	NW			TWIN FALLS
5. Description of diverting works:
CHECK DAM & DITCH; STOCK DRINK FROM STREAM
6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.220		
STOCKWATER	01/01	12/31	0.020		
7. Total Quantity Appropriated is:
0.240 C.F.S. (and/or) A.F.A.
8. Total consumptive use is Acre Feet Per Annum.
9. Non-irrigation uses:
S/40 RANGE; WILL BE REPLACED BY UP TO 10 HORSES

A47-04162

Page 1

Date: 11/17/88

MICROFILMED

MAR 11 1993

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
11S	18E	29	NE	NW		IRR	11.0
Section Acres							11.0
Total Acres							11.0

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:

14. Remarks:

15. Basis of Claim: STATUTORY CLAIM

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): Doni Woodland Date: 11/17/88

Date: _____

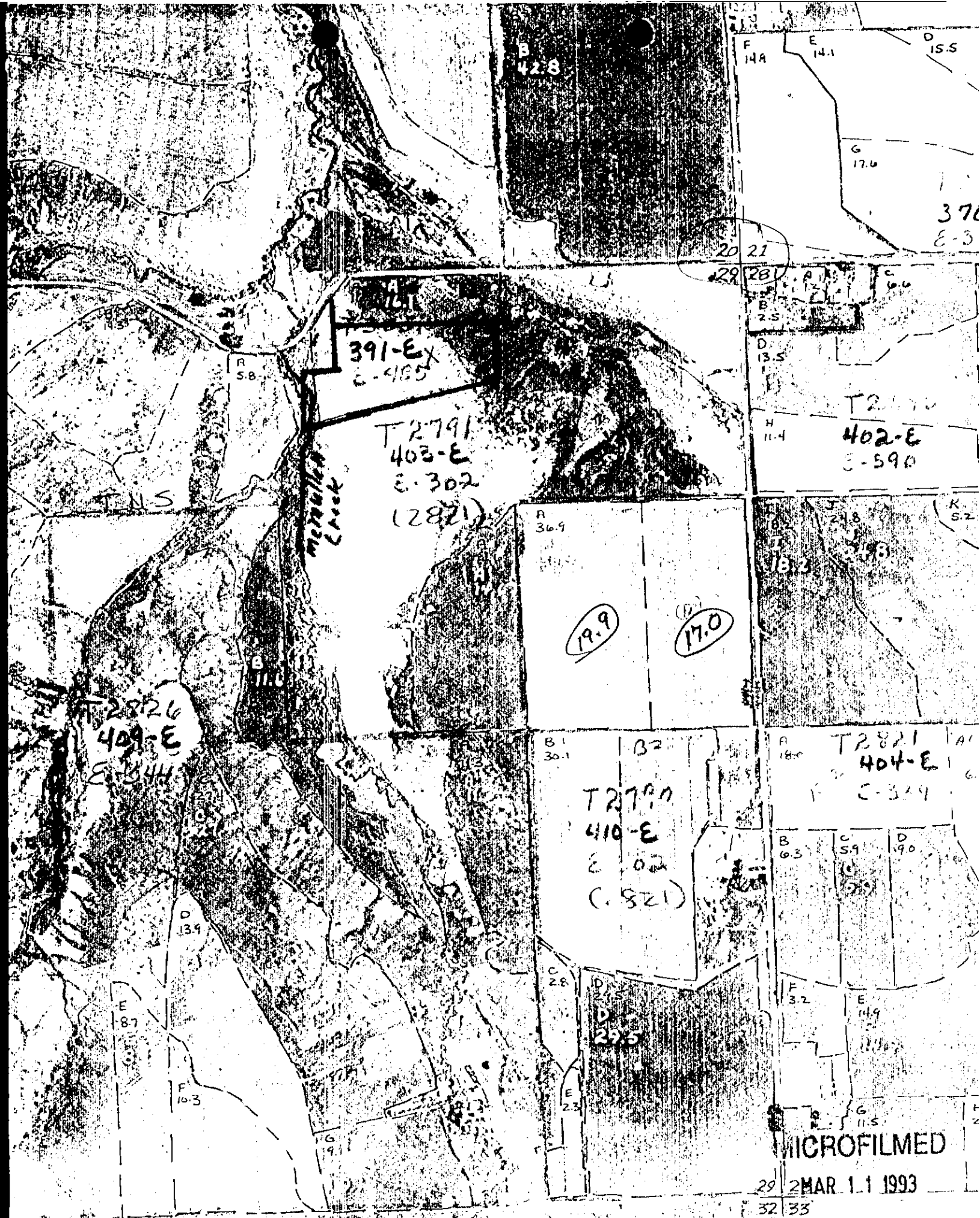
State of Idaho)
County of TF) SS.
_____)

Subscribed and sworn (or affirmed) before me this 17th day
of Nov 19 88

Loni White
Notary Public

Seal

Residing at TF
My Commission Expires 5/95



Log for claim A47-04162

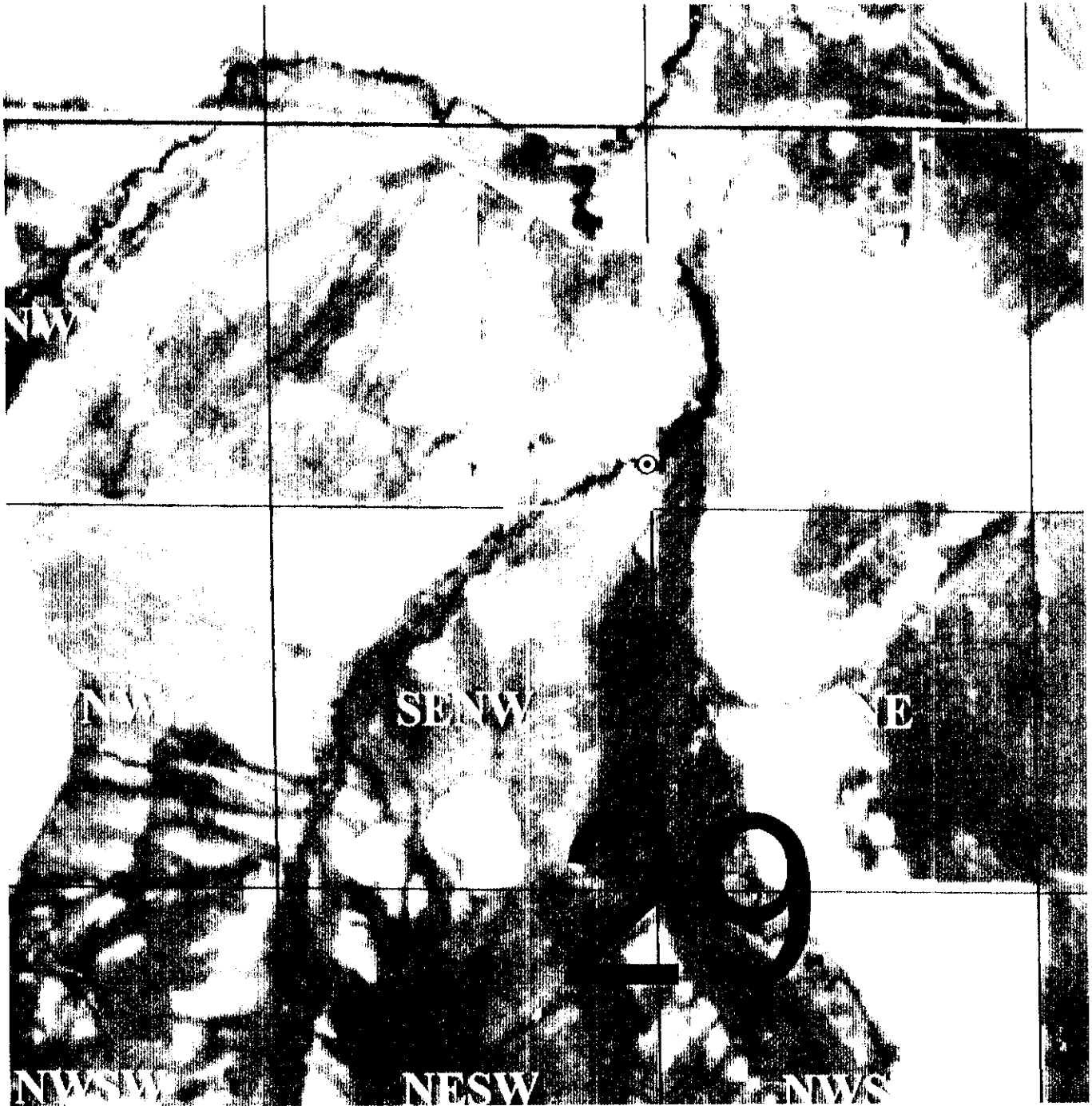
Spatial Dynamics BTD

10/24/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
11s18e	29	NENW	11	12	
Totals:			11	12	

Water Right Claim Number A47-04162
Township , 11S18E

10/24/2000



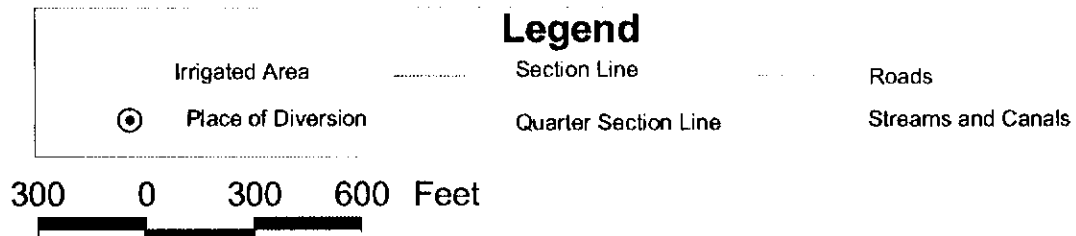
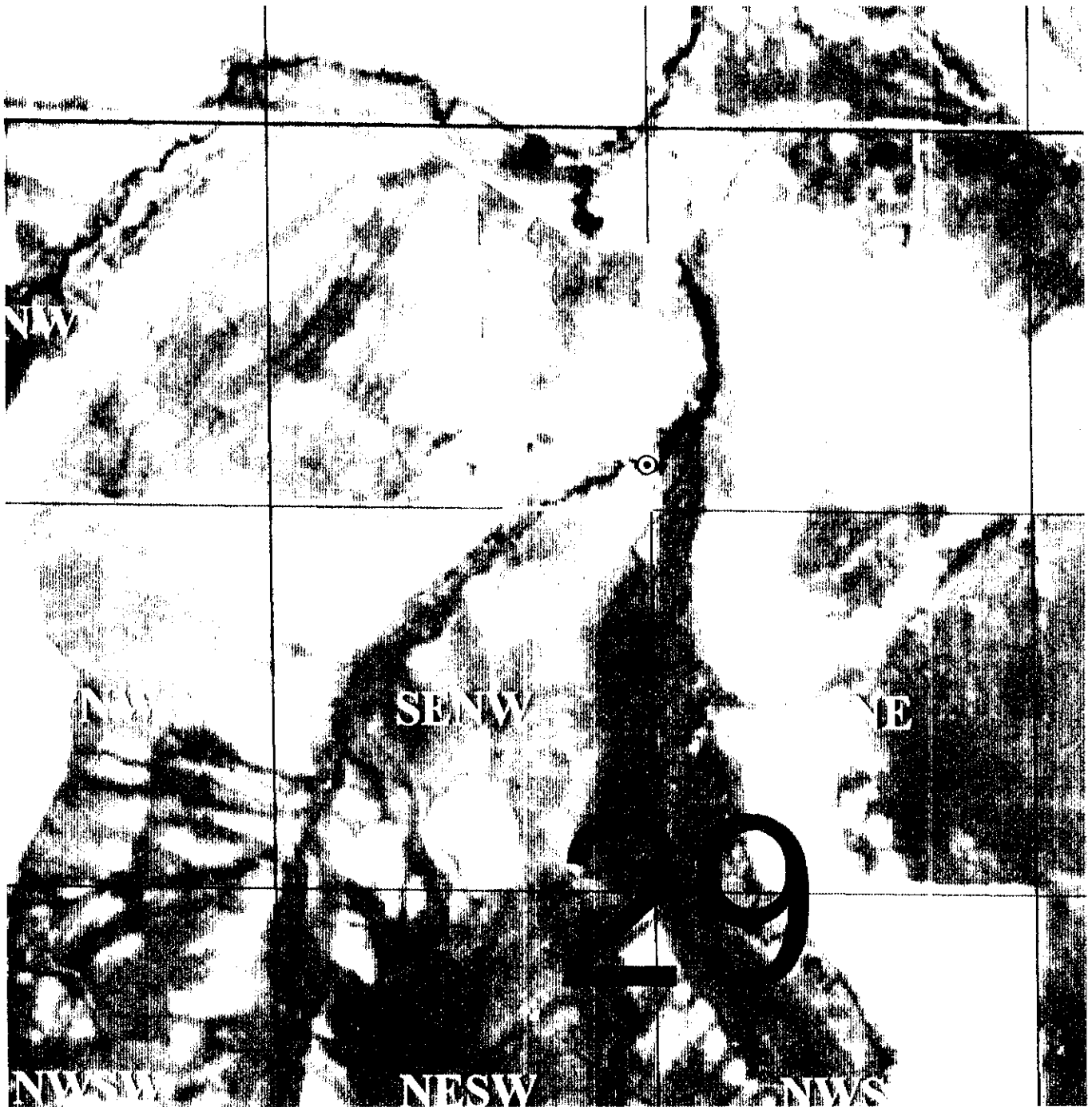
Legend		
 Irrigated Area	 Section Line	 Roads
 Place of Diversion	 Quarter Section Line	 Streams and Canals

300 0 300 600 Feet



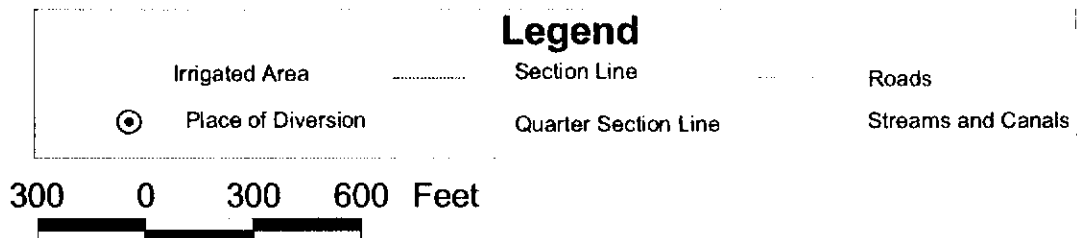
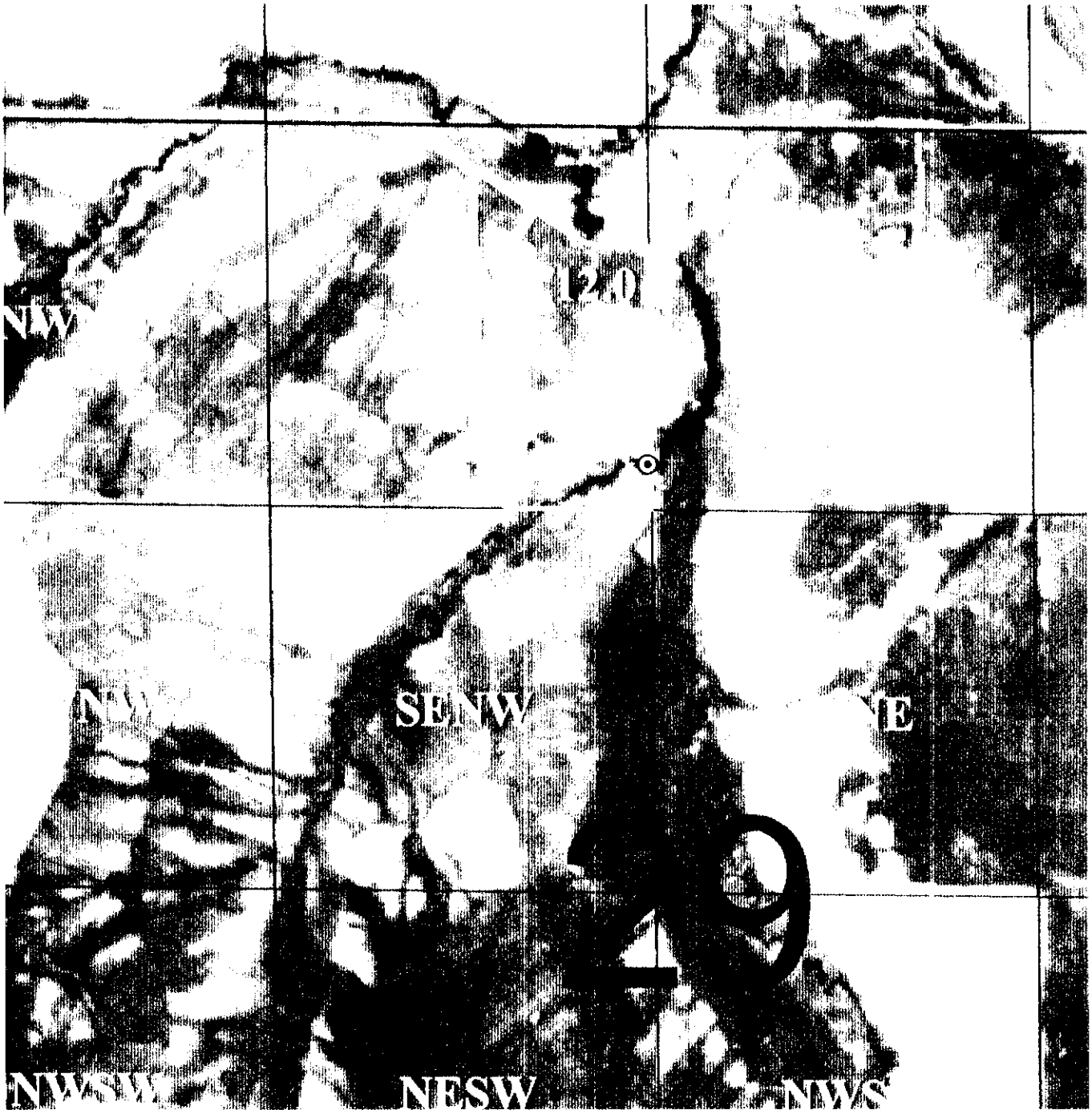
Water Right Claim Number A47-04162
Township , 11S18E

10/24/2000



Water Right Claim Number A47-04162
Township , 11S18E

10/24/2000



AJ5809NP
No. A47-04162

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 10/03/00
PAGE: 317

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	LINDA M HEINER	01/01/1936	IRRIGATION	03-15 11-15	0.220 CFS	
C	LARRY O HEINER		STOCKWATER	01-01 12-31	0.020 CFS	
	3441E 3100N					
	KIMBERLY ID 83341			TOTAL DIVERSION:	0.240 CFS	
	(208) 423-4599					

Water Source: MC MULLEN CREEK

Tributary to: COTTONWOOD CREEK

Stage: STATUTORY CLAIM

Point(s) of Diversion: T11S R18E S29 NENW

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	: Lt Ac	Lt Ac	Lt Ac	: SUM
11S	18E	29	:				:	11			:				:			: 11.0
																	TOTAL ACRES	11.0

Place of use location for STOCKWATER is the same location as described for: IRRIGATION

POU County: TWIN FALLS

Non-Irrigation Uses: S/40 RANGE; WILL BE REPLACED BY UP TO 10 HORSES

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
47-10007 A47-10007 A47-12180

Other Water Rights Listing Overlapping Place(s) of Use:
A01-0020925 A47-02278A A47-02470 A47-02470A A47-02470B A47-10006

Dates: Exam Made Date: Verified Date: 03/07/1986 Objection Filed Date:

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

Audit: 11/17/88 WHITE 05/15/89 WHITE 03/30/95 POST-STD

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

CLAIM TO A WATER RIGHT

Under the provisions of Section 42-243, Idaho Code, any person using or claiming rights to the public waters of Idaho established by diversion and application to a beneficial use must file a claim with the Department of Water Resources on or before June 30, 1983. Exempted from this filing are single family domestic uses as defined in Section 42-230(d), Idaho Code. Also exempted are rights represented by a permit, license, decree, adjudicated right, or a previously filed claim.

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

Notice is hereby given that Charles Woodland

(Name of Claimant)

Route #2, Filer, Idaho 83328

(Mailing Address)

Telephone No. 326-4416

(Zip Code)

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

- (1) Date of priority: (When was the water first applied to a beneficial use) 1936

A claim is not acceptable on a ground water source with a priority later than March 25, 1963 or on a surface water source with a priority later than May 20, 1971. An exception is that a claim may be filed on single family domestic use from a ground water source.

- (2) Describe the source of water: (Name of stream, lake, spring, etc., or ground water)

McMullen Creek

tributary to Cottonwood Creek

- (3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:

Quantity	(cfs, gpd, AFA)	Use	(Domestic, Irrigation, Stock, Etc.)	(Both dates inclusive)	
				(Mo., Day)	(Mo., Day)
Quantity <u>0.22 cfs</u>		Use <u>irrigation</u>		Period of Use From <u>Mar 15</u>	To <u>Nov 15</u>
Quantity <u>0.02 cfs</u>		Use <u>livestock</u>		Period of Use From <u>Jan 1</u>	To <u>Dec 31</u>
Quantity		Use		Period of Use From	To
Quantity		Use		Period of Use From	To
Quantity		Use		Period of Use From	To

- (4) 0.24 cfs TOTAL QUANTITY USED.

(cfs, gpd, AFA)

- (5) A) Point of diversion: (Location of point where water is diverted from its source)

NE 1/4 NW 1/4, Sec. 29 Twp. 11S Rge. 18E B.M., County of Twin Falls

Additional points of diversion:

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.). Give sizes and capacities: be as specific as possible. Describe any changes in the system and give the date of the change. Check dam & ditch. Cattle drink directly from stream.

- (6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

T	R	SEC.	NE1/4				NW1/4				SW1/4				SE1/4				TOTAL
			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	
11S	18E	29					X11												11

No. of acres 11

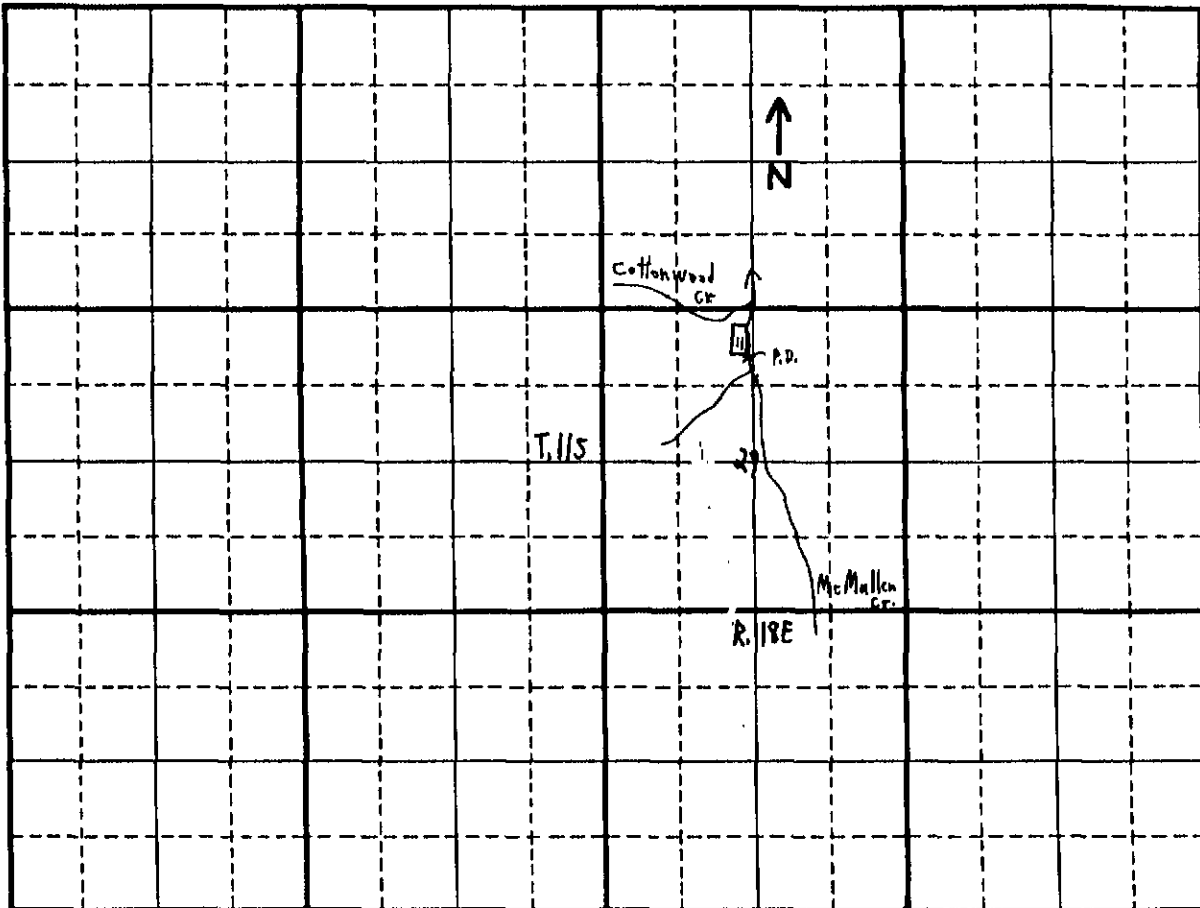
B) If water is used for other than irrigation, fully describe that use, being as specific as possible:

NOTE: Include here the type and number of stock watered: 40 head of range cows; will be replaced by

- (7) If you are claiming water as a member of an organization, list name of organization: maximum of 10 horses in the
future.

RECORDED

(8) Remarks



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.

State of Idaho)
) ss.
County of Twin Falls)

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.

Charles Woodland
(Claimant)

Sworn to before me this 18th day of April, 1980.

Mary A. Hill
Notary Public
Residing at Twin Falls, Idaho

My commission expires Life

FOR DEPARTMENT USE ONLY

Received by J.E. Smith Date 4-18-80 Exception filed by: _____ Date _____
Prelim. check by Adm Date 4-21-80
\$20.00 fee received by marya hill Date 4/24/80
Published in Times-News
Dates 5/1 & 5/15/80