

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: A22-02251
Date Received: 8/30/1988
Receipt No: E001901
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: BRET SUTTON 208-356-0702
Address: 390 E 7000 S
REXBURG ID 83440
OR
Name: KIRT SUTTON 208-356-0702
Address: 390 E 7000 S
REXBURG ID 83440

2. Date of Priority: APR 30, 1968

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
05N	40E	33	NW	NW			MADISON

5. Description of diverting works:
20" WELL, 210' DEPTH ELEC. MOTOR & PUMP. STEEL MAINLINE.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	7.400		

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

8. Total consumptive use is 925.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05N	40E	33	NE	NE		IRR	40.0

10. Place of Use: Continued

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
05N	40E	33	NW		NE		IRR	40.0
			SW		NE		IRR	30.0
			SE		NE		IRR	40.0
			NE		NW		IRR	20.0
			Section Acres					170.0
		34	NW		NE		IRR	20.0
			SW		NE		IRR	20.0
			NE		NW		IRR	40.0
			NW		NW		IRR	40.0
			SW		NW		IRR	40.0
			SE		NW		IRR	40.0
			Section Acres					200.0
			Total Acres					370.0

11. Place of use in counties: MADISON

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

13. Other Water Rights Used:
NONE

14. Remarks:

PRIORITY DATE -- ASSUME APPLICANT WISHES TO CLAIM PERMIT PRIORITY DATE OF JUNE 16, 1965. AS OF THIS DATE, PERMIT NOT REINSTATED. APPLICATION FOR PERMIT 22-07495 IS ON FILE FOR THIS SAME SYSTEM. THIS CLAIM IS BASED UPON LAPSED PERMIT 22-02251 WHICH CLAIMANT IS PETITIONING TO HAVE REINSTATED.

15. Basis of Claim: LICENSE

Water Right Number: 227495

RECEIVED
NOV 9 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: A22-02251
Date Received: 8/30/1988
Receipt No: E001901
Received By: Colas

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name:	HILERoy ZOLLINGER	208-376-8285
Address:	ZOLLINGER FARM	
	8611 BRYNWOOD	
	BOISE, ID	83704
OR		
Name:	WANDA PERCIVOL	208-376-8285
Address:	8611 BRYNWOOD	
	BOISE, ID	83704
OR		
Name:	LAVINIA POWELL	208-376-8285
Address:	8611 BRYNWOOD	
	BOISE, ID	83704

A2202251



2. Date of Priority: APR 30, 1968

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
05N	40E	33	NW	NW	NW		MADISON

5. Description of diverting works:
20" WELL, 210' DEPTH ELEC. MOTOR & PUMP. STEEL MAINLINE.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	7.400		

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

8. Total consumptive use is 925.0 Acre Feet Per Annum.

9. Non-irrigation uses:

A22-02251 Page 1 Date: 02/14/89

MICROFILMED

OCT 29 1992

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
05N	40E	33	NE		NE		IRR	40.0
			NW		NE		IRR	40.0
			SW		NE		IRR	30.0
			SE		NE		IRR	40.0
			NE		NW		IRR	20.0
							Section Acres	170.0
		34	NW		NE		IRR	20.0
			SW		NE		IRR	20.0
			NE		NW		IRR	40.0
			NW		NW		IRR	40.0
			SW		NW		IRR	40.0
			SE		NW		IRR	40.0
							Section Acres	200.0
							Total Acres	370.0

11. Place of use in counties: MADISON

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

13. Other Water Rights Used:
NONE

14. Remarks:

PRIORITY DATE -- ASSUME APPLICANT WISHES TO CLAIM PERMIT PRIORITY DATE OF JUNE 16, 1965. AS OF THIS DATE, PERMIT NOT REINSTATED. APPLICATION FOR PERMIT 22-07495 IS ON FILE FOR THIS SAME SYSTEM. THIS CLAIM IS BASED UPON LAPSED PERMIT 22-02251 WHICH CLAIMANT IS PETITIONING TO HAVE REINSTATED.

15. Basis of Claim: BENEFICIAL USE
Water Right Number: 227495

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

CIVIL CASE NUMBER: 39356

Ident. Number

A22-2251

Date Received

8/12/88

Receipt Number

6001901

AUG 12 1988

Department of Water Resources
Eastern District OfficeNOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAWPlease type or print clearly H. LeRoy Zollinger OR Wanda Pergival OR Lavinia Powell1. Name of Claimant (s) ZOLLINGER FARM Phone (208) 376-8285Mailing Address 8611 BAYWOOD, BOISE Zip 837042. Date of Priority (Only one (1) per claim) ap. 1968 HERMAN ZOLLINGER applied for 12 cfs, \$620 ac. in 1965 & GRANTED PERMIT NO. 22-2251.3. Source of water supply (a) GROUND WATER
which is tributary to (b) _____4. a. Location of existing point of diversion is: Township 5N Range 40E Section 33,
N.W. 1/4 of NW 1/4 of _____ 1/4, Govt. Lot, _____ B.M., County of MADISON

Additional points of diversion if any: _____

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. 20" dia. well, 210 FT DEPTH
ELEC. MOTOR & PUMP. STEEL MAIN LINE

MICROFILMED

OCT 29 1992

Copies: White-State, Yellow-Claimant

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For IRRIGATION purposes from 4/1 to 11/1 amount 7.4 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 7.4 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is 925 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	
5	40E	34		20	20		40	40	40	40									200
5	40E	33	40	40	30	40	20												170

Total number of acres irrigated 370

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

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. _____ or None (✓)

14. Remarks: see attached letter

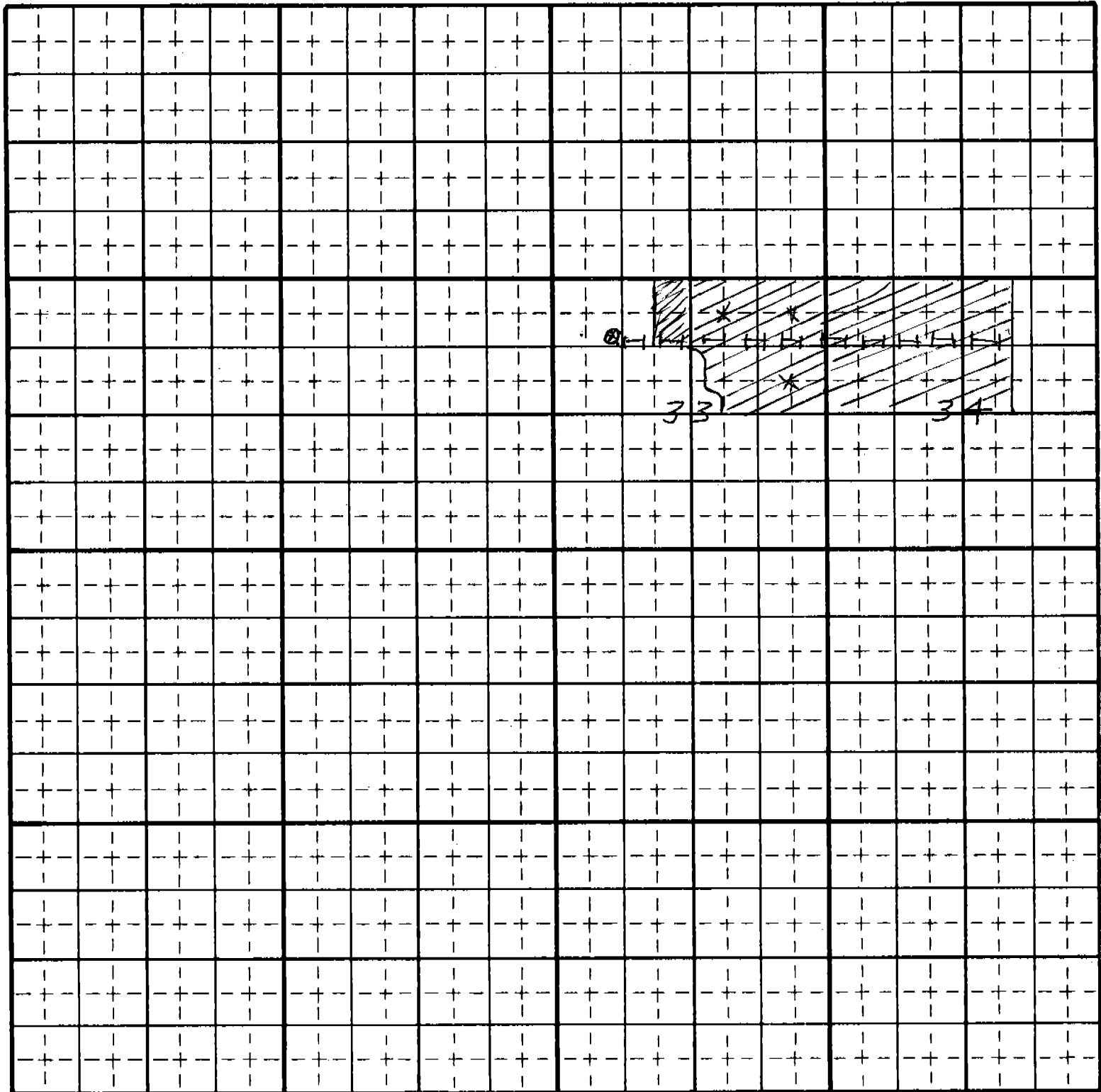
Last Name ZOLLINGER Ident No. _____

COPIES: White - State, Yellow - Claimant
OCT 29 1994

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

Scale: 2 inches equals 1 mile

T 5 N R 40 E



Last Name ZOLLINGER

Ident No. _____

MICROFILMED
OCT 29 1992

APPLICANT FOR PERMIT NO. 22-
15. Basis of Claim (check one) Beneficial Use ☒ Posted Notice ☒ License ☐ Permit ☒ 1495
Decree _____
If applicable provide IDWR Water Right Number _____
Court _____ Case Number _____ Decree Date 6-4-88
Plaintiff vs Defendant _____ 22-2251

16. Signature (s)

(a.) By signing below, I/We acknowledge that I/We have received, read, and understand the form or "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 do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Abel Zollinger

Date 8/14/88

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 _____

Title

of _____

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 Ada)

SS.

Subscribed and sworn (or affirmed) before me this 11th day of August 19 88

SEAL

Notary Public Nancy M. Lindgren

Residing at Boise

My Commission Expires 1-19-1994

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, _____ 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 _____

Address _____

Date _____

Last Name ZOLLINGER Ident. Number _____

COPIES
Copies White-State, Yellow-Claimant
OCT 29 1988

Log for claim 22-02251

Spatial Dynamics LTD

6/28/01

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
05n40e	33	NENE	40	39	
05n40e	33	NWNE	40	38	
05n40e	33	SWNE	30	25	
05n40e	33	SENE	40	40	
05n40e	33	NENW	20	8.8	
05n40e	34	NWNE	20	20	
05n40e	34	SWNE	20	19	
05n40e	34	NENW	40	38	
05n40e	34	NWNW	40	39	
05n40e	34	SWNW	40	39	
05n40e	34	SENW	40	40	
Totals:			370	345.8	

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 22-02251

Priority: April 20, 1988

Maximum Diversion Rate:

2.36 CFS

This is to certify, that ZOLLINGER FARM INC
C/O H LEROY ZOLLINGER
8611 BRYNWOOD
BOISE ID 83704

has complied with the terms and conditions
of the permit, issued pursuant to Application for Permit dated June 16, 1965; and
has submitted Proof of Beneficial Use on April 20, 1988. An examination indicates
that the works have a diversion capacity of 9.110 cfs of water from a GROUNDWATER
source, and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	04/15 to 10/15	2.36 CFS	

LOCATION OF POINT(S) OF DIVERSION:

SESW , Sec. 27, Township 05N, Range 40E
NWNW , Sec. 33, Township 05N, Range 40E
MADISON County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
05N	40E	33	NENE 40	NWNE 3	SWNE 24	
			SENE 40			107
		34	NWNE 12	SWNE 12	NENW 37	
			NWNW 39	SWNW 39	SENE 34	173

Total number of acres irrigated: 280

CONDITIONS/REMARKS:

1. This water right is appurtenant to the described place of use.
2. This right is subject to all prior water rights and may be forfeited by five years of non-use.
3. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
4. Use of this right with the rights listed below is limited to a total combined diversion rate of 9.11 cfs, a total combined annual diversion volume of 3324.8 af, and to the irrigation of a combined total of 1081 acres in a single irrigation season.
5. The combined rights include: 22-07493, 22-07495, 22-07513, and 22-07090.
6. The following rights are also diverted through the point(s) of diversion described above: 22-07493, 22-07495, 22-07513, and 22-07090.

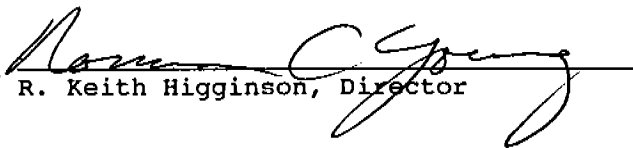
JUN 09 1994

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 22-02251

This license is issued pursuant to the provisions of Section 42-219, Idaho Code.
Witness the seal and signature of the Director, affixed at Boise, this 30TH
day of APRIL, 1994.

Acting for  R. Keith Higginson, Director

JUN 09 1994

APPROVED

State of Idaho
Department of Water Resources

APPLICATION FOR AMENDMENT
(For Licensing Purposes)
WATER RIGHT NO. 22-02251

RECEIVED
APR 21 1994
Department of Water Resources

Date of Priority: April 20, 1988 Maximum Diversion Rate: 2.36 CFS
Comes now ZOLLINGER FARM INC
C/O H LEROY ZOLLINGER
8611 BRYNWOOD
BOISE ID 83704

and represents to the Director of the

Idaho Department of Water Resources:

That he is the owner and holder of Permit to Appropriate the Public Waters of the State of Idaho No. 22-02251, and requests that the permit be changed as follows:

Source: GROUNDWATER

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	04/15 to 10/15	2.36 CFS	

LOCATION OF POINT(S) OF DIVERSION: SESW , Sec. 27, Township 05N, Range 40E
NWNW , Sec. 33, Township 05N, Range 40E
MADISON County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
05N	40E	33	NENE 40 ✓	NWNE 3 ✓ 35	SWNE 24 ✓	
			SENE 40 ✓			107
		34	NWNE 12 ✓	SWNE 12 ✓	NENW 37 ✓	
			NWNW 39 ✓	SWNW 39 ✓	SENW 34 ✓	173

Total number of acres irrigated: 280

FROM 512N W 91W
SEC 34 830

Permit holder asserts that no one will be injured by such change and that such change will be made at permit holder's own risk.

Signed at Boise, this 20 day of ap, 19 94.

H. Leroy Zollinger
Boise
H. Leroy Zollinger
(Signature)

JUN 09 1994

State of Idaho
Department of Water Resources

APPLICATION FOR AMENDMENT
(For Licensing Purposes)
WATER RIGHT NO. 22-02251

FOR DEPARTMENT USE ONLY

Preliminary check by BC Fee = 20⁰⁰ Received by dw # C030124 Date 4/21/94

ACTION OF THE DEPARTMENT OF WATER RESOURCES

I, R. Keith Higginson, of the Department of Water Resources hereby approve the above Application for Amendment for Permit No. 22-02251 with the following;

CONDITIONS/REMARKS:

1. This water right is appurtenant to the described place of use.
2. This right is subject to all prior water rights and may be forfeited by five years of non-use.
3. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
4. Use of this right with the rights listed below is limited to a total combined diversion rate of 9.11 cfs, a total combined annual diversion volume of 3324.8 af, and to the irrigation of a combined total of 1081 acres in a single irrigation season.
5. The combined rights include: 22-07493, 22-07495, 22-07513, and 22-07090.
6. The following rights are also diverted through the point(s) of diversion described above: 22-07493, 22-07495, 22-07513, and 22-07090.

Witness my hand this 30TH day of April, 1994.

Acting for R. Keith Higginson, Director

JUN 09 1994

Reuburg, Idaho

APPLICATION FOR PERMIT To Appropriate the Subterranean Waters of The State of Idaho

Application No. G- 40557
Permit No. G- 32405
District No.

1. Name of Applicant: Herman A. Carlson et al.
Postoffice address: Reuburg County: Harrison State: Idaho
2. Quantity of water claimed: 12,000 cubic feet per second
 - (a) Rate of withdrawal in cubic feet per second or Idaho Miners' inches or gallons per minute
 - (b) Annual withdrawal in acre feet per annum
3. Source of water supply: Subterranean
4. Location of point of diversion or well is in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 34, Twp. 10 N., Rge. 50 E., B.M., County of Harrison
5. Water is to be used for: Irrigation
6. If for municipal, industrial or recreational purposes, give:
 - (a) Point of use of water is in the $\frac{1}{2}$ of the $\frac{1}{2}$ of Section , Twp. Rge. , B.M.
 - (b) Waste water or sewage effluent is to be returned to at a point in the $\frac{1}{2}$ of the $\frac{1}{2}$ of Section , Twp. , Rge. B.M.
7. Kind of works:
8. Estimated cost of works: \$ 25,000.00
9. (a) Is reservoir to be used? No
(b) Capacity of reservoir:
10. The time required for the completion of such work and complete application of the water to the proposed use is years
11. If applicant is a corporation, give:
 - (a) Date and place of incorporation:
 - (b) Amount of capital stock: \$ (c) Amount paid in: \$

DECEMBER 1988
MICROFILMED

DEC 14 1988

3. Source of water supply: Quaternary
4. Location of point of diversion or well is in the NE 1/4 of the 34 1/2 of Section 31
Twp. 32, Rge. 10 S., B.M., County of Kathlamet
5. Water is to be used for: Irrigation
6. If for municipal, industrial or recreational purposes, give:
 - (a) Point of use of water is in the 1/4 of the 1/4 of Section 31, Twp. 32, Rge. 10 S., B.M.
 - (b) Waste water or sewage effluent is to be returned to
at a point in the 1/4 of the 1/4 of Section 31, Twp. 32, Rge. 10 S., B.M.
7. Kind of works:
8. Estimated cost of works: \$ 10,000.00
9. (a) Is reservoir to be used? No
(b) Capacity of reservoir:
10. The time required for the completion of such work and complete application of the water to the proposed project is 1 year.
11. If applicant is a corporation, give:
 - (a) Date and place of incorporation:
 - (b) Amount of capital stock: \$
 - (c) Amount paid in: \$
 - (d) Names and addresses of directors:
12. The financial resources of the applicant are (a) Cash on hand: \$
(b) Treasury stock: (c) Bonds to be issued:
(d) Other resources:
13. The land to be irrigated is described in the following tabulation:
14. Existing water rights and/or valid permits appurtenant to the lands to be irrigated are: None - Permit Dec 1988 to be controlled
 - (a) 10,000 (cubic feet per second, inches or gallons per minute) of the water herein applied for is to be supplemental to the existing water rights.
 - (b) 10,000 (cubic feet per second, inches or gallons per minute) is for new lands.

MICROFILMED

DEC 19 1988

BE IT KNOWN THAT The undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

By _____ Date _____

Returned to applicant for correction:

Corrected application received:

Approval of State Reclamation Engineer

Recorded in Book 122 Page 12405 Approved June 1, 1965

Bond in the sum of \$ _____ to be filed on or before _____

Work to begin on or before

and to continue diligently and uninterruptedly to completion, unless

temporarily interrupted by circumstances over which the permit holder has no control.

10/10/1944

The whole of said work to be completed and beneficial use of water appropriated in accordance herewith, to be made and grounds offered on or before June 1, 1970

Witness my hand this 15th

day of June, 1965

1. CARL E. TAYLOR
STATE EXAMINATION ENGINEER

IN TESTIMONY WHEREOF, We, ROBERT A. CHILIE, Governor of the State of Idaho,
and HOWARD WILLIAMS, Secretary of State of the State of Idaho, have caused this instrument to
be executed in the name of the State of Idaho, and caused the Great Seal of the State of Idaho to be hereunto affixed, this 10th
day of June, 1965.

Countersigned.

STATE OF IDAHO

(SEAL)

[illegible]

By 3/ 10/97 J. J. L. J. L. J. L.

John J. Flower Secretary of State

Secretary of State

12

[illegible]

8861 6130
MICROFILMED
DEC 19 1988

Surveyor: Herbert A. Bollinger

Form No. 9

Section 5 North, Range 40 N.B.M.
Madison County, Idaho

27

28

33

34

Part D Map No. 32105
As Approved JAN 18 1985
CARL A. YARMAN
State Surveyor General

MICROFILMED
DEC 19 1988

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

RECEIVED

APR 08 1994

Department of Water Resources

A. GENERAL INFORMATION

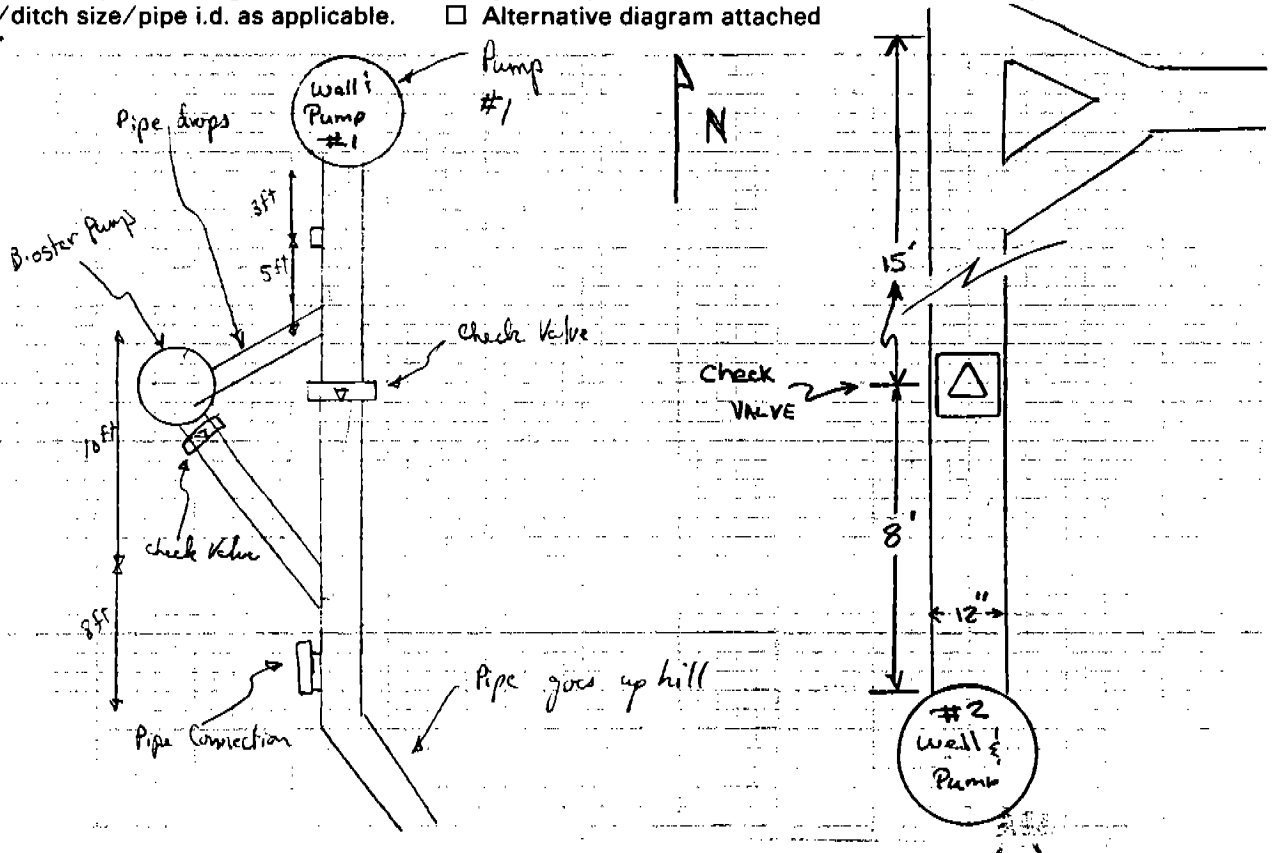
1. Owner: Herman A. Zollinger % Leroy Zollinger Permit No. 22-02251
Current Address: 8611 Brynwood Boise Id 83704 Phone No. 334-1335
2. Accompanied by: Stanley Sutton EXAM. DATE: 7-16-1992
Address: 578 E 7000 S Rexburg Id 83440 Phone No. 356-3562
Relationship to Permit Holder: Renter
3. Source: GROUNDWATER tributary to _____

B. OVERLAP REVIEW

1. Other water rights with same place of use: _____ ☐ Copies Attached
2. Other water rights with same point of diversion: 22-2251/7090/7493/7495/7513
_____ ☐ Copies Attached ☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

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



Scale: 1" = _____

2. ☒ Copy of U.S.G.S. Quadrangle Attached Showing location(s) of point(s) of diversion and place(s) of use (required).
☐ Photo of Diversion and System Attached (required for all but single household domestic groundwater, and stockwater.)
☒ Aerial Photo Attached (required for irrigation of 10 acres or more).

JUN 09 1994

System Description (continued)

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

Two wells, pumps mainline to 7 center pivots and lateral with sprinklers. Corners of circles are done with corner catcher from the pivots and lateral with sprinkler portable mainline from the mainline delivers water to NW $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ & SW $\frac{1}{4}$ SE $\frac{1}{4}$ (1/2ac) Sec 33, T5N, R40E.

☐ See Remarks on page 4 for continuation

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
#1	US Motor Hollowshaft	300	HC1029564	Peerless	219596
#1 Boute	GE	100	DFJ408134	Johnston	GC-1410
#2 Well	GE	600	MMJ1222020	Layne-Bowler	12"

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

5. **Point(s) of Diversion:**

Ident. No.	Gov't. Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks
#1			NW	NW	33	5N	40E	Madison	Map / on site inspection
#2			SE	SW	27	5N	40E	Madison	" "

6. **Place(s) of Use:**

Indicate Method of Determination **ON SITE INSPECTION**

Twp.	Rge.	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
5N	40E	33	40	3	24	40													107
		34		12	12		37	39	39	34									173
																			280

SEE ATTACHED LAND LIST ATTACHMENT FOR COMPLETE SYSTEM PLACE OF USE LAND LIST

Do not use this space

JUN 09 1994

Do not use this space

D. FLOW MEASUREMENTS

☐ Additional Data Sheets Attached

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date
Flow Meter Station	Annubar	Dieterich	7517-316-SS	191166	13.25	
Flow indicator	Manometer	IDWR			60"	
Pressure gage		Rambird			0-160	

2. Measurements:

Use Measurements Permit # 22-7090 (7-1-1981) Pump # 2 Q = 4.38
 System # 1 psi = 145psi 22-2251 (6-15-1989) Pump # 1 Q = 4.73
 Manometer 28.6" - 20.4" = 8.2"
 $Q_{TOTAL} = 9.11 \text{ cfs}$
 System # 2 Field Exam Q = 4.38 cfs

E. FLOW CALCULATIONS

☒ Additional Computation Sheets Attached

1. Measured Method:

2. Alternate Method for Checking Purposes:

$Q = 9.11 \text{ cfs}$

F. PUMP EFFICIENCY DATA (Optional)

Discharge Pressure: _____ psi x 2.31 = _____ ft (1); Dynamic pumping level: _____ ft (2)
 Total Head: (1) + (2) = _____ (3); Flow rate: _____ cfs (4)

Water HP: (3) x (4) ÷ 8.8 = _____ (5)
 Meter Input KW: 3.6 x _____ KH x _____ CTR or _____ MULT x _____ PTR x _____ N/ _____ T = _____ (6)
 Meter Input HP: (6) x 1.34 = _____ (7)
 Panel Input KW: _____ Ave PF x _____ Ave Volts x _____ Ave Amps x .001732 = _____ (6)
 Panel Input HP: (6) x 1.34 = _____ (7) Efficiency: (5)/(7) x 100 = _____ %

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = (280 \text{ ac})(3.5) = 980 \text{ afc}$
 $V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = 2.36 \text{ cfs}(183)(1.9835) = 856.6$
 $V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} = 856.6 \text{ afc}$

2. Volume Calculations for Other Uses:

JUN 09 1994

H. REMARKS AND OVERLAP REVIEW ANALYSIS

SEE ATTACHED "POINT OF DIVERSION OVERLAP REVIEW"

Right holders will try ~~and~~ to get the priority of this right back to the 1970 priority in the ~~SR~~ adjudication. If that is possible the number of acres under this right will increase to the permitted number of acres and one of the corresponding rights will be reduced.

I. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Annual Volume V (afa)
	From	To		
IRRIGATION	4/1	11/1	2.36 cfs	856.6 afa
Totals:			2.36 cfs	856.6 afa

2. Recommended Amendments

- ☐ Change P.D. as reflected above ☒ Add P.D. as reflected above ☐ None
☐ Change P.U. as reflected above ☐ Add P.U. as reflected above ☐ Other

J. AUTHENTICATION

Field Examiner's Name

KEITH C. WILSON & Larry Waters

Signature

Keith C. Wilson

Certification Date

Field Report Preparation Date

CONSULTANT SEAL

- K. Licensing recommendation shall be prepared by an Idaho Department of Water Resources employee on a computer printout attached hereto.

64 1804

State of Idaho
DEPARTMENT OF WATER RESOURCES
SUPPLEMENTAL FIELD REPORT FOR ANNUBAR MEASUREMENT

Measured by: Log Notes Date 6-15-89
Owner: _____ Permit No. 22-2251

Description of well &/or measuring site

- Include any clarifications of the sketch
- Include legal description if more than one p.d. is described in the Field Report

Item E, PDM 2nd 1 NWNW, Sec 33, T5N, R40E

MEASURED INSIDE PIPE DIAMETER IN INCHES (ID)

CIR = Pipe Circumference in Inches = _____

T = Pipe Thickness in Inches = _____

ID = 2 [(0.1592 X CIR) - T] = ... 13.625"

ANNUBAR DESCRIPTION & CONSTANT (C)

Size Used in Test 13.25"

State ID No. 19466

Select C based on size from Table below.

Nominal Pipe Size	C
4"	4.23
6"	3.75
8"	3.87
10"	3.94
12"	3.99
14"- 16"	4.01
18"- 24"	4.02
30" or larger	4.03

C selected 3.99

DIFFERENTIAL PRESSURE READING IN INCHES OF H₂O (H)

High Reading = 28.6"

Low Reading = 20.4"

High - Low = H = ... 8.2"

CALCULATION OF DISCHARGE IN CFS (Q)

$$Q = \frac{(ID)^2 \cdot (\sqrt{H}) \cdot (C)}{448.8}$$

$$Q = \frac{(13.625)^2 \cdot (\sqrt{8.2}) \cdot (3.99)}{448.8} = 4.726 \text{ CFS} \approx 4.73 \text{ cfs}$$

SKETCH (If not shown on Field Report)

ALSO FOR:

22-07493

22-07495

22-07090

22-07513

BC

JUN 09 1994

22-2251

PERMIT NUMBER

ALTERNATE COMPUTATION SHEET:

WELL LOGS: WELL #1 (Static level = 52 ft) drilled 1970
WELL #2 (Static level = 451 ft) drilled 1975

ELEVATIONS DIFFERENCE BETWEEN WELL #1 & #2 = 375 ft.

ELEVATION OF WELL #2 - ELEVATION OF WELL #1 =
(5300 ft - 4925 ft) = 375 ft

ASSUMPTIONS:

1. Wells #1 & #2, are in the same aquifer
2. The static water level of the wells 1 & 2 differs only by the elevation difference.
3. The current static water level will be determined by the well drilled last (i.e. well #2).
4. The efficiency of both wells is 70%
5. Dynamic pumping level well #1 will be an additional 65 ft. or 141 ft total dynamic pumping level.
6. Well #1 psi = 165 psi
7. Well #2 (600 hp) will have a proportional change in the dynamic pumping level as well #1 (400 hp).

STATIC WATER LEVEL: (Assumptions #1 - #3)

WELL #2 = 451 ft.

WELL #1 = STATIC LEVEL WELL #2 - ELEVATION DIFFERENCE =
= (451 ft - 375 ft) = 76 ft

FLOW CALCULATIONS: (Assumptions #4 - #7)

WELL #1 (hp = 300 motor + 100 booster = 400 hp)
pumping depth = 65 ft + 76 ft = 141 ft

$$Q = \frac{(HP)(8.814)(EFF)}{(LIFT) + (2.308 \times PSI)} = \frac{(400)(8.814)(0.70)}{(141) + (2.308 \times 165 \text{ psi})} = 4.73 \text{ cfs}$$

WELL #2 (Note: If 400 hp well has a 141 ft pumping depth then 600 hp well would have 661 ft pumping depth.)
(141 ft/400 hp = X ft/600 hp, X = 211.5 ft. = 210 ft
210 ft + static level (451 ft) = 661 ft)

$$Q = \frac{(HP)(8.814)(EFF)}{(LIFT) + (2.308 \times PSI)} = \frac{(600)(8.814)(0.70)}{(661) + (2.308 \times 80 \text{ psi})} = 4.38 \text{ cfs}$$

TOTAL DIVERSION RATE = Q1 + Q2 = 4.73 cfs + 4.38 cfs = 9.11 cfs

APPROVED
JUN 09 1994

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
POINT OF DIVERSION OVERLAP REVIEW

22-2251
Permit Number

1. Analysis of Entire System, Current Application Rate per Acre (Q_c):
Limit to 0.02 cfs/ac, Permitted Amount, or System Capacity, Whichever is Less.

A. Total Diversion Rate (Q_t) =
 $4.38 \text{ cfs}(22-7090) + 4.73 \text{ cfs}(22-2251/7493/7495/7513)$

$Q_t = 9.11 \text{ cfs}$

B. Total Number of Acres irrigated = 1081 acres

$Q_c = \text{Total Diversion rate [1.A] / Total irrigated acres [1.B]}$

= 9.11 cfs / 1081 acres = 0.0084273 cfs/ac

2. Old Application Rate per Acre (Q_o) from Licensed Flow Rates:

License # 22-07090 @ 4.38 cfs / 406 ac = 0.0107881 cfs/ac

$Q_c = 0.0107881 \text{ cfs/ac}$

3. Comparison of Application Rates:

Old Application Rate(Q_o) > New Application Rate(Q_c)

$Q_o(\#2) = 0.0107881 \text{ cfs/ac} > Q_c(\#1) = 0.0084273$: EXCLUDE Licensed Lands.

4. Calculate Flow Rate to be licensed excluding licensed land.

Total Acres(#1.B) - Lic. Acres(#2) = New Acres
(1081 ac) - (406 ac) = 675 ac

22-02251 = 280 acres
22-07493 = 280 acres
22-07495 = 20 acres
22-07513 = 95 acres
<u>675 acres</u>

$Q_t \text{ for } 22-2251 = Q_c(\#1) \times (\# \text{ New Acres } 22-2251) = 0.0084273 \text{ cfs/ac} \times 280 \text{ ac}$

$Q_t \text{ } 22-2251 = 2.359 \text{ cfs} = 2.36 \text{ cfs}$

$Q_t \text{ for } 22-7493 = Q_c(\#1) \times (\# \text{ New Acres } 22-7495) = 0.0084273 \text{ cfs/ac} \times 280 \text{ ac}$

$Q_t \text{ } 22-7493 = 2.359 \text{ cfs} = 2.36 \text{ cfs}$

$Q_t \text{ for } 22-7495 = Q_c(\#1) \times (\# \text{ New Acres } 22-7495) = 0.0084273 \text{ cfs/ac} \times 20 \text{ ac}$

$Q_t \text{ } 22-7495 = 0.1685 \text{ cfs} = 0.17 \text{ cfs}$

$Q_t \text{ for } 22-7513 = Q_c(\#1) \times (\# \text{ New Acres } 22-7513) = 0.0084273 \text{ cfs/ac} \times 95 \text{ ac}$

$Q_t \text{ } 22-7513 = 0.8006 \text{ cfs} = 0.80 \text{ cfs}$

CONDITIONS/REMARKS:

THIS RIGHT IN COMBINATION WITH 22-7090, 22-7493, 22-7495,
& 22-7513, SHALL NOT EXCEED 9.11 cfs.

JUN 09 1994

LAND LIST ATTACHMENT

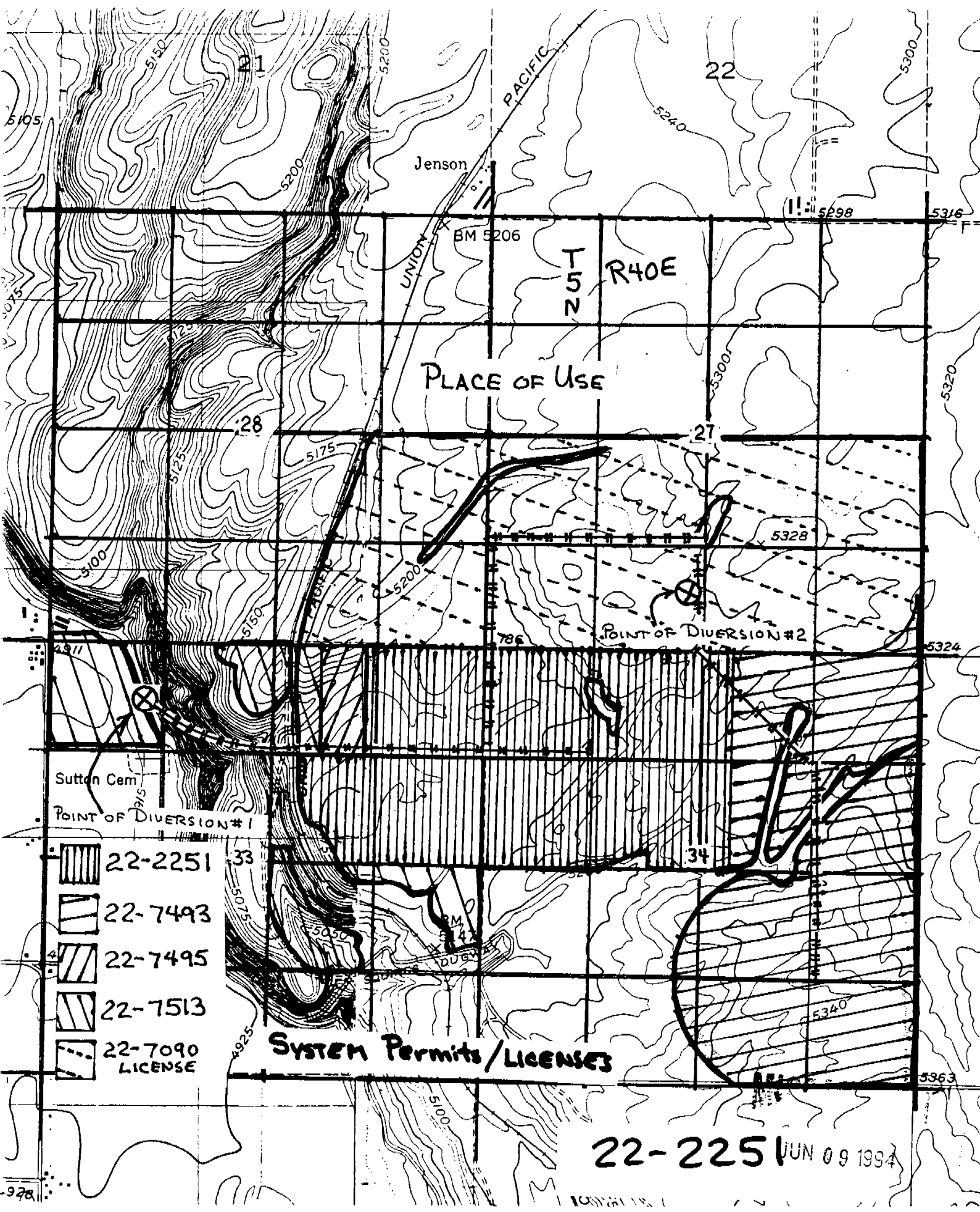
Description and location of place of use:

TWP.	RANGE	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
<22-2251>																			<22-2251>
5N	40E	33	40	3	24	40												107	280 _{ac}
		34		12	12		37	39	39	34								173	
<22-7493>																			<22-7493>
5N	40E	27															8	8	280 _{ac}
		34	38	23	19	33				5		5	39	36	36	38	272		
<22-7495>																			<22-7495>
5N	40E	33	20															20	20 _{ac}
<22-7513>																			<22-7513>
5N	40E	28									2							2	95 _{ac}
		33		12	2		8	30					18	23				93	

Total number of acres irrigated 675 acres

22-2251

334



Jenson

BM 5206

T 5 N
R 40 E

PLACE OF USE

POINT OF DIVERSION #2

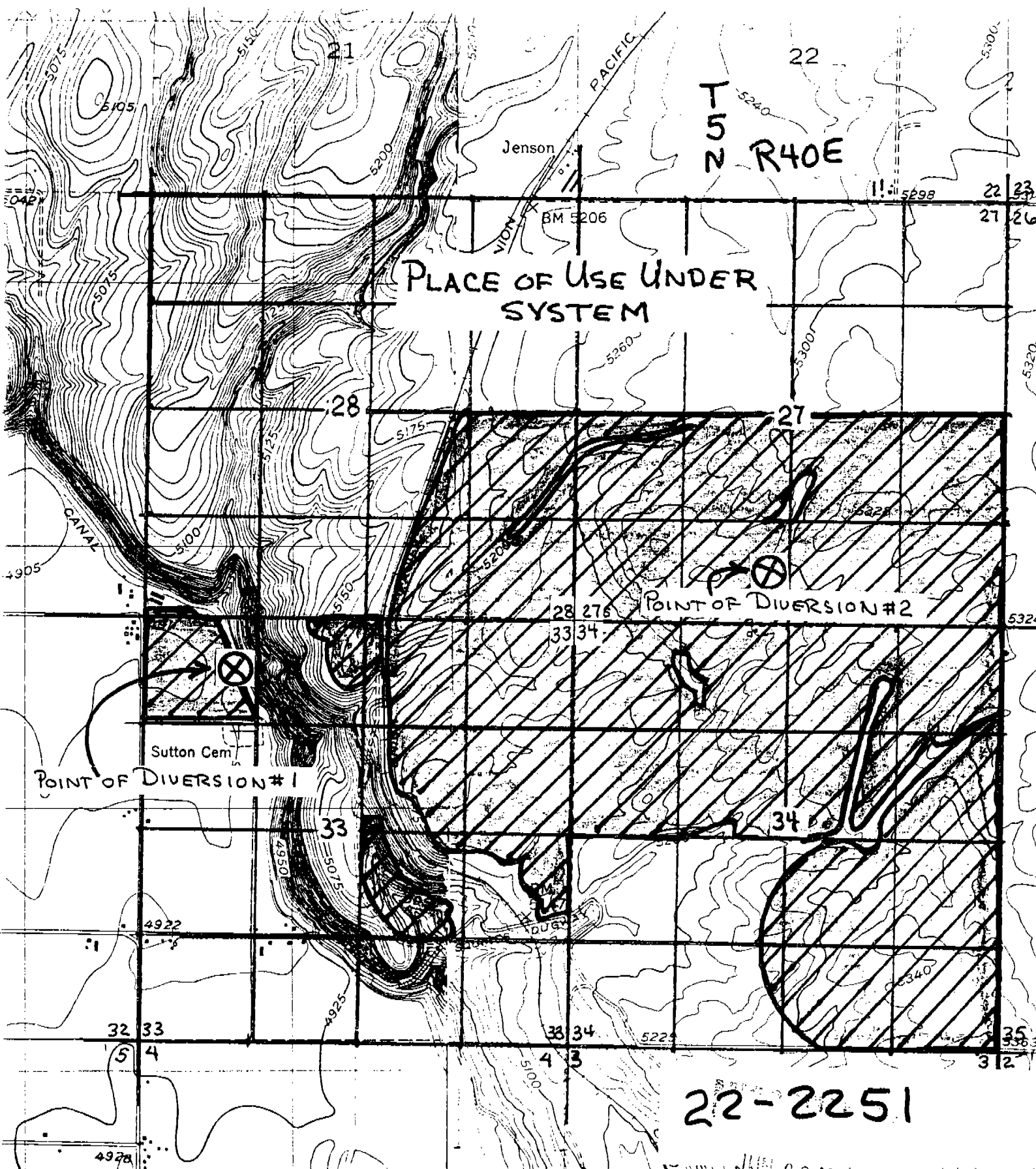
Sutton Cem

POINT OF DIVERSION #1

-  22-2251
-  22-7493
-  22-7495
-  22-7513
-  22-7090
LICENSE

SYSTEM PERMITS/LICENSES

22-225 JUN 09 1994



PLACE OF USE UNDER
SYSTEM

T 5
N R 40 E

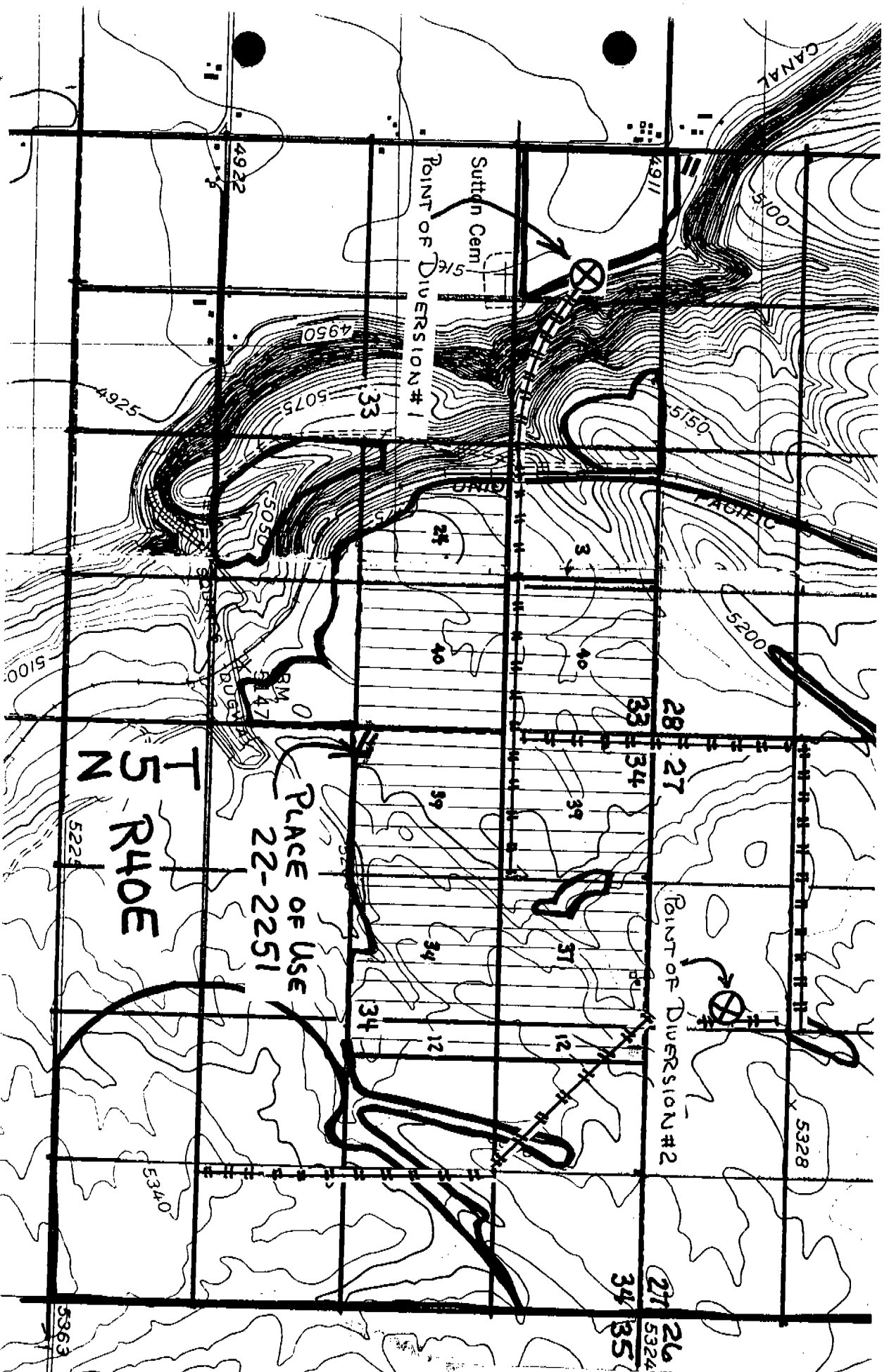
POINT OF DIVERSION #2

Sutton Cem

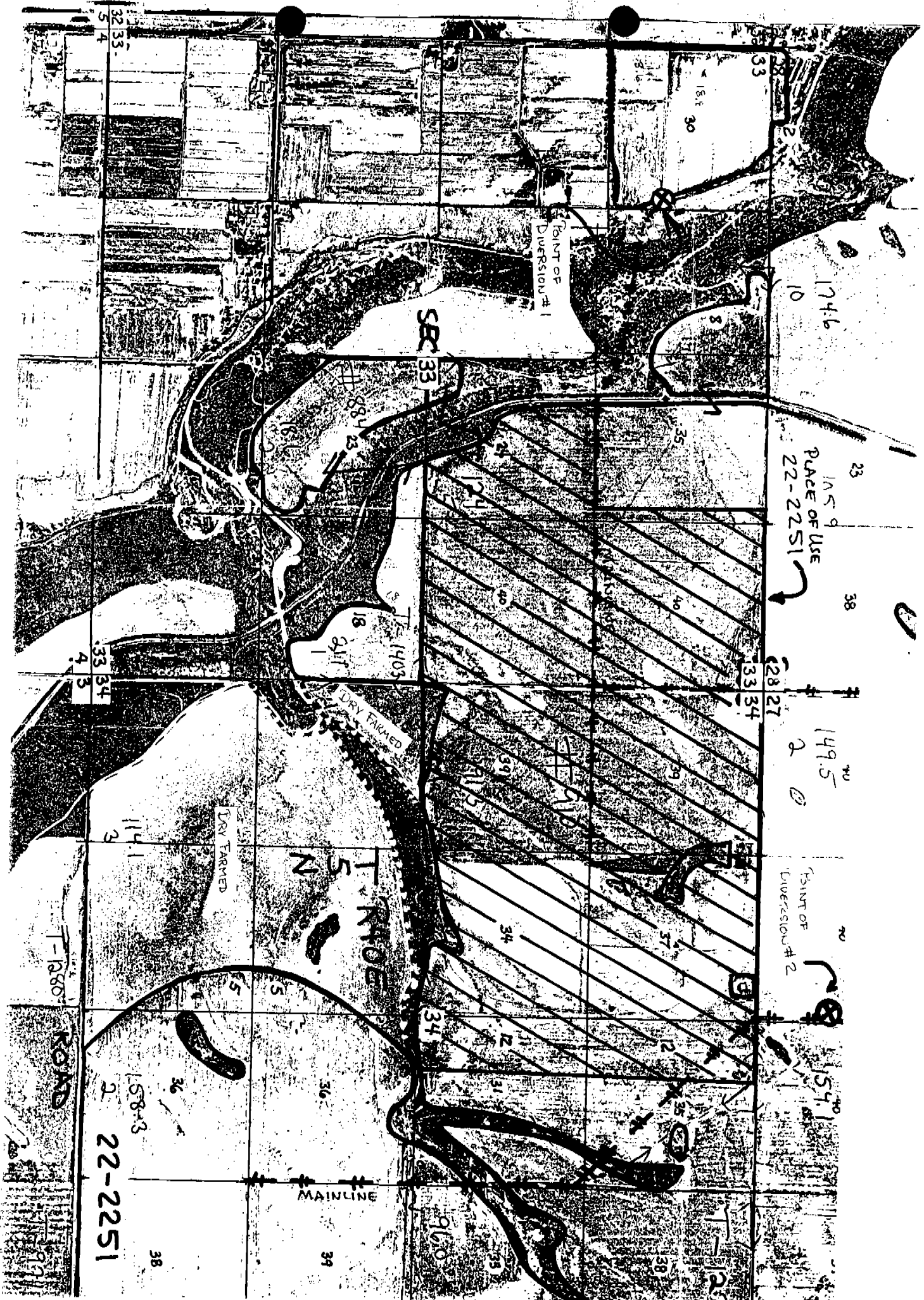
POINT OF DIVERSION #1

22-2251

JUN 09 1994



22-2251



POINT OF
DIVERSION #1

SEC 33

184.23

PLACE OF USE
22-2251

23

38

228.27

33

34

POINT OF
DIVERSION #2

20

157.1

38

39

18

140.3

33

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

35

36

37

38

39

34

SEPTEMBER 26, 1994

BRET OR KIRT SUTTON
390 E 7000 S
REXBURG ID 83440

RE: CHANGE IN OWNERSHIP FOR A22-02251

Dear Sirs:

The request for Change in Ownership concerning the Notice(s) of Claim in the above reference has been processed and the Notice(s) modified to reflect you as the new owner.

Enclosed is a typed Notice with your name shown as the current owner. Review the forms and if there are other corrections or questions, feel free to contact this office.

If there are no questions or corrections, please keep this Notice for your records.

Respectfully submitted,

Jo Thompson
Adjudication Secretary

Enclosure: Notice of Claim

MICROFILMED
NOV 06 1994



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

RECEIVED

SEP 26 1994

DATE OF CLOSING: _____

LEGAL DESCRIPTION OF PROPERTY: Township 5N Range 40E
Section 33, 34, 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.

Department of Water Resources
Eastern District Office

- ☐ 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: A22-02251
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): H. Leroy Zollinger
8611 Brynwood
Boise, ID
- ☐ New Owner/Claimant (Purchaser): Bret or Kirt Sutton
- ☐ New Mailing Address: 390 E. 7000 S.
Rexburg, ID 83440
- ☐ New Telephone Number: (208) 356-0702
- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes X no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

☒ Attach proof of ownership, describe proof attached: Copy of Contract 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) Bret A. Sutton Date 9-19-94
Kirt Sutton Date 9-19-94

☐ Signature of Former Owner/Claimant(s): _____ Date _____
_____ Date _____

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

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: _____ By: _____

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any:

MICROFILMED

NOV 06 1994

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

SD-52

Idaho Department of Water Resources

Date: 09/15/94.

INQUIRY

Adjudication Places of Use Screen

Time: 08:26:53

Water Right Number: A22-02251

FIRST PAGE

10.	TWP	RNG	SEC	1/4	1/4	Lot	Acres	Use	Use Desc.	County	County Name
	05N	40E	33	NE	NE		40.0	01	IRR	65	MADISON
	05N	40E	33	NW	NE		40.0	01	IRR	65	MADISON
	05N	40E	33	SW	NE		30.0	01	IRR	65	MADISON
	05N	40E	33	SE	NE		40.0	01	IRR	65	MADISON
	05N	40E	33	NE	NW		20.0	01	IRR	65	MADISON
	05N	40E	34	NW	NE		20.0	01	IRR	65	MADISON
	05N	40E	34	SW	NE		20.0	01	IRR	65	MADISON
	05N	40E	34	NE	NW		40.0	01	IRR	65	MADISON
	05N	40E	34	NW	NW		40.0	01	IRR	65	MADISON
	05N	40E	34	SW	NW		40.0	01	IRR	65	MADISON
	05N	40E	34	SE	NW		40.0	01	IRR	65	MADISON

(Enter=Exit)

(GOLD4=Prev Screen)

(GOLD5=Next Screen)

(GOLD6=End of Data)

(GOLD8=Cancel)

MICROFILMED
NOV 06 1994

* Return with Change of
ownership

COPY

CONTRACT OF SALE

THIS AGREEMENT is made and entered into this 1st day of February, 1994, by and between H. LEROY ZOLLINGER and SHARON DALE ZOLLINGER, his wife, of 8611 Brynwood Drive, Boise, Ada County, Idaho; WANDA PERCIVAL and DONALD PERCIVAL, her husband, of 1180 Corrine Ave, Idaho Falls, Bonneville County, Idaho; LAVINA ZOLLINGER POWELL of 1304 Laurel, Idaho Falls, Bonneville County, Idaho; and ZOLLINGER FARMS PARTNERSHIP an Idaho partnership composed of H. LeRoy Zollinger and Wanda Percival and Lavina Zollinger Powell, of 8611 Brynwood Drive, Boise, Ada County, Idaho all of whom are collectively hereinafter referred to as SELLERS, and BRET SUTTON and FRANKIE SUE SUTTON, his wife, of 390 East 7000 South, Rexburg, County of Madison, Idaho, and KIRT SUTTON and LORI SUTTON, his wife, of 864 East 7156 South, Rexburg, County of Madison, Idaho, all of whom are collectively hereinafter referred to as PURCHASERS.

WITNESSETH:

1. CONSIDERATION AND PROPERTY DESCRIPTION: For and in consideration of the sum of One Million Two Hundred Twenty-eight Thousand Dollars (\$1,228,000.00), lawful money of the United States of America, to be paid by the PURCHASERS as is hereinafter provided; the SELLERS agree to sell and convey, and the PURCHASERS agree to purchase all that certain lot, piece and parcel of land, situate, lying and being in Madison County, Idaho, together with the irrigation equipment all described as follows, to wit:

A. The real property which is described on Exhibit "A" attached hereto and by this reference made a part hereof as though fully set forth herein.

Subject to all existing easements or claims of easements, patent reservations, rights-of-way, protective covenants, zoning ordinances and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

B. The two wells located thereon, license nos., 22-7090 and 22-2251.

C. One 300 horsepower pump, serial number HC1029564, together with any additions, substitutions, and/or replacements thereof. PURCHASERS agree to execute a Security Agreement on said pump together with the substitutions and/or replacements thereof in favor of SELLERS.

D. Two circles: Pivot #6 - Valley Model No. 5971
Serial No. 28511

Pivot #7 - Valley Model No. 2071
Serial No. 13062

PURCHASERS agree to execute a Security Agreement on said circles, but not on any replacements or substitutions thereof in favor of SELLERS.

E. An old disk and old deep furrow drills together with any other old miscellaneous machinery located on the premises and old buildings or other improvements thereon.

2. PURCHASE PRICE - INTEREST - ACCELERATION: The PURCHASERS agree to pay the purchase price of One Million Two Hundred Twenty-eight Thousand Dollars (\$1,228,000.00), as follows:

(a) Two Hundred Twenty-eight Thousand Dollars (\$228,000.00) down, the receipt of which is hereby acknowledged.

(b) The balance of One Million Dollars (\$1,000,000.00) One Hundred Nine Thousand Eight Hundred Dollars (\$109,800.00) per year with the first such payment due February 1, 1995, and a like payment each succeeding year thereafter for a total of fifteen (15) such equal annual payments. The unpaid balance shall earn interest at seven percent (7%) per annum from February 1, 1994, and each payment shall be applied first to interest due and the balance to principal.

(c) The last payment may need to be larger or smaller because of interest accumulation, but whatever the amount, the Contract balance shall be paid in full with the fifteenth payment.

(d) PURCHASERS may not prepay all or any portion of this purchase price without prior written consent of SELLERS.

(e) If payments are not paid in the manner and at the time or times as above stated, the entire unpaid balance, both principal and interest, will become immediately due and collectible at the option of SELLERS. Failure of the SELLERS to accelerate upon default shall not constitute a waiver of such right in the event of a subsequent default.

3. DIVISION OF PURCHASE PRICE: SELLERS herein agree to divide the purchase price as follows:

A. LAVINA ZOLLINGER POWELL shall receive 2.5% of the down payment and each annual payment.

B. LEROY ZOLLINGER and WANDA PERCIVAL shall divide equally between them 13.5%, 6.75% each, of the down payment and each annual payment.

C. The balance of 84% of the down payment and each annual payment shall be divided as follows:

(a) H. LEROY ZOLLINGER	40%
(b) WANDA PERCIVAL	40%
(c) LAVINA ZOLLINGER POWELL	20%

4. FALSE REPRESENTATIONS AND WARRANTIES: It is mutually understood and agreed that the property being sold under the terms of this Contract has been inspected by the PURCHASERS and that the same is being purchased by them wholly as the result of said inspection and not upon any representation made by the SELLERS, their agents, and/or attorneys, and the PURCHASERS hereby waive any and all claims for damages by reason of any cancellation or foreclosure of this agreement, or otherwise, because of any representation made by any person, whomsoever, other than as is contained in this agreement.

Said property is purchased in its "AS IS" condition.

5. TRUTH-IN-LENDING -- UNIFORM CONSUMER CREDIT CODE: It is hereby disclosed by the SELLERS on this date, and acknowledged by the PURCHASERS, that the SELLERS are not persons who, in the ordinary course of business regularly extend, or arrange for the extension of consumer credit of this kind, or offer to extend or

extension of consumer credit of this kind, or offer to extend or arrange for the extension of such credit, and said SELLERS are not regularly engage as SELLERS in credit transactions of the kind included within this agreement, and are, consequently, exempt from the provisions of the Federal Truth-in-Lending Act and/or the Uniform Consumer Credit Code of the State of Idaho.

6. POSSESSION: Possession shall be delivered to the PURCHASERS on execution hereof and PURCHASERS shall be entitled to remain in possession so long as they are not in default under the terms of this agreement.

7. TAXES AND ASSESSMENTS: SELLERS agree to assume and pay all taxes and assessments for 1993 and theretofore; PURCHASERS shall assume and pay all taxes and assessments for the year 1994 and thereafter.

8. ESCROW: It is mutually understood and agreed that the following documents shall be placed in escrow with the West One Bank, at Rigby, Idaho:

1. Executed Original Contract of Sale.
2. Three Executed Original Warranty Deeds.
3. Three Executed Original Quitclaim Deeds.

All payments shall be made directly to the escrow holder commencing with the payment due February 1, 1995. The escrow fee shall be shared equally between the SELLERS and the PURCHASERS.

9. WARRANTY DEED AND TITLE INSURANCE: It is mutually understood and agreed by and between the parties hereto that upon full payment of the purchase price, the SELLERS shall furnish a Warranty Deed, and shall convey a good and marketable title, free and clear of any and all liens, encumbrances, taxes or assessments of whatsoever nature, except those liens, encumbrances, taxes or assessments which, by the terms of this contract the PURCHASERS do specifically agreed to assume and pay, or which they create. Also subject to easements and rights-of-way for highways, roads, ditches, canals, pole, power and transmission lines as they may exist, and any other easements or claims of easements, protective covenants, zoning ordinances and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises, and subject to the usual printed exceptions contained in the title policies currently being issued.

PURCHASERS understand there is a first mortgage lien on the premises in favor of the Production Credit Association having an unpaid balance of \$29,000.00 which will be paid off in two more years. PURCHASERS do not assume that obligation. SELLERS agree they will make the two annual payments so that said obligation is discharged and paid in full according to the terms and conditions thereof.

10. WASTE: It is hereby agreed that during the term of this Contract, the PURCHASERS shall maintain the property in as good a condition as the property is at the date of this Contract of Sale, keep said property clean and free from noxious weeds, care for and keep said property in a good and neat appearance, and protect the collateral position of the SELLERS herein.

11. INDEMNIFICATION: PURCHASERS shall indemnify and save harmless the SELLERS against any and all claims and liabilities for claims arising from the conduct, use of, or management of, or from any work or thing whatsoever done in or about the demised premises, or any building or structure thereon, or arising from any accident, injury or damage whatsoever, however caused, to any person or persons or to the property of any person or persons, corporation or corporations, occurring during the existence of this Contract, on, in or about the same premises, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claims or any action or proceeding being brought against the SELLERS by reason of any such claims. PURCHASERS, upon notice from SELLERS, shall resist or defend any such action or proceeding.

12. DEFAULT: This agreement is made upon the express condition that time and punctuality of payment are of the essence and a material part of this Contract. In the event PURCHASERS shall default in the performance of the terms of this agreement, SELLERS may cause notice in writing to be given to PURCHASERS specifying the matters in which such default occurred. The notice shall be served upon PURCHASERS by depositing the same in a United States Post Office, addressed to the PURCHASERS at 390 East 7000 South, Rexburg, Idaho 83440. Said notice shall be sent by certified and/or registered mail, return receipt requested, postage prepaid, and such notice shall be deemed served upon its deposit in the post office as aforesaid. If PURCHASERS shall fail to cure such default within sixty (60) days after the service of such notice as aforesaid, then SELLERS may elect to do any one or more of the following:

(a) Declare the entire unpaid balance on the Contract, including principal, interest, taxes, assessments, attorney's fees, and any other sums owing SELLERS to be immediately due and owing.

(b) Bring an action for specific performance of the terms, covenants and conditions of this agreement, and to require and enforce full and complete performance by PURCHASERS of said terms, covenants and conditions.

(c) Rescind this Contract and recover full and complete restitution from PURCHASERS.

(d) Affirm this Contract and bring an action for breach of contract against PURCHASERS for the collection of all obligations of PURCHASERS under the terms of this Contract and all other damages suffered by SELLERS as a result of the default and breach by PURCHASERS.

(e) Bring suit to establish the balance owing hereunder as a debt due by PURCHASERS to SELLERS and to foreclose this Contract as a real estate mortgage securing said debt, in accordance with the laws of the State of Idaho relating to the foreclosure of real estate mortgages, including the right to a deficiency judgment. No notice to PURCHASERS of the election to pursue this remedy is required prior to suit.

(f) Declare this Contract to be terminated due to said default. In that event, this Contract shall be immediately terminated and PURCHASERS shall forfeit all rights to said premises, and all payments made hereon shall be retained by SELLERS as liquidated damages for breach of this Contract. In that event, PURCHASERS agree to immediately surrender possession of the premises, and any improvements made thereon shall attach to and become a part of the real property and shall be retained as liquidated damages.

(g) To pursue any other remedy in law or equity to enforce the performance of this Contract, or to recover damages for the breach thereof.

(h) Bring an action against PURCHASERS for strict foreclosure of this Contract of Sale.

RELIEF UNDER ANY AND ALL REMEDIES:

(i) No matter which one or more of the above remedies SELLERS pursue, they shall be entitled in addition to the relief described, attorney's fees and all costs including costs of title search which right shall survive forfeiture and/or termination of this Contract.

(j) To reclaim from the escrow holder all papers placed therein, including a Quitclaim Deed, from PURCHASERS to SELLERS, which the parties agree shall be made a part of the escrow.

(k) The default period in this Contract and in the escrow agreement shall run concurrently.

13. COST TO PREPARE NOTICES: In the event it is necessary for SELLER to cause any notice in writing to be given under the preceding paragraph, and following said notice the default is cured, PURCHASERS nevertheless agree to pay all attorney's fees incurred by SELLERS leading to the sending of the notice, and the preparation thereof, in an amount of not less than \$100.00. It is agreed the default will not be fully cured until said fees are paid.

14. LIENS: It is understood and agreed that the PURCHASERS shall not, or will not, suffer or permit any mechanic's liens or other liens to attach to or be against the above described premises which shall or may be superior to the rights of the SELLERS herein.

15. ASSIGNMENT OR SALE OF CONTRACT: PURCHASERS may assign or sale all or any portion of their interest herein or in the property described herein but such assignment or sale shall not relieve PURCHASERS from their obligations hereunder.

16. HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES: All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors,

administrators, personal representatives, successors and assigns of the respective parties hereto.

17. FULL AGREEMENT: This agreement represents the complete and entire agreement between the parties. There are no oral agreements or representations.

18. ATTORNEY'S FEES: In the event it is necessary for either party to commence an action to enforce or defend any covenant contained herein, or to terminate any rights hereunder, or to institute suit hereunder, the unsuccessful party agrees to pay all reasonable attorney's fees of the successful party, together with all costs, including searching records to determine condition of title, which sum shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year in the acknowledgements hereinafter set forth.

SELLERS:

PURCHASERS:

H. LEROY ZOLLINGER

Bret Sutton
BRET SUTTON

Sharon Dale Zollinger
SHARON DALE ZOLLINGER

Frankie Sue Sutton
FRANKIE SUE SUTTON

Wanda Percival
WANDA PERCIVAL

Kirt Sutton
KIRT SUTTON

Donald Percival
DONALD PERCIVAL

Lori Sutton
LORI SUTTON

LAVINA ZOLLINGER POWELL

Whe Boy Zollinger
ZOLLINGER FARMS PARTNERSHIP
by H. LeRoy Zollinger

STATE OF IDAHO)
) ss
County of Jefferson)

On this 4th day of ~~February~~, 1994, before me, the undersigned, a Notary Public in and for said state, personally appeared H. LEROY ZOLLINGER and SHARON DALE ZOLLINGER, husband and wife, known to me to be the persons whose names are subscribed to the foregoing, 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 acknowledgement first above written.

(seal)

in this acknowledgement first above



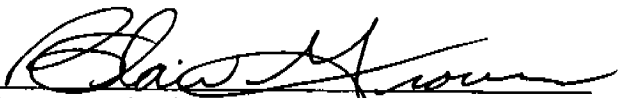
Notary Public for Idaho
Residing at: Rigby, Id
Commission Expires: 10/24/97

STATE OF IDAHO)
County of Jefferson) ss

On this 4th day of February, 1994, before me, the undersigned, a Notary Public in and for said state, personally appeared WANDA PERCIVAL and DONALD PERCIVAL, known to me to be the persons whose names are subscribed to the foregoing, 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 acknowledgement first above written.

(seal)


Notary Public for Idaho
Residing at: Rigby, Id.
Commission Expires: 10/24/97

STATE OF IDAHO)
County of Jefferson) ss

On this 1st day of February, 1994, before me, the undersigned, a Notary Public in and for said state, personally appeared LAVINA ZOLLINGER POWELL, known to me to be the person whose name is subscribed to the foregoing, and acknowledged to me that she executed the same.

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

(seal)

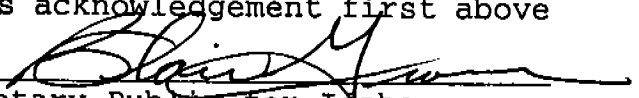

Notary Public for Idaho
Residing at: Rigby, Id.
Commission Expires: 10/24/97

STATE OF IDAHO)
County of Jefferson) ss

On this 4 day of February, 1994, before me, the undersigned, a Notary Public in and for said state, personally appeared H. LEROY ZOLLINGER, ZOLLINGER FARMS PARTNERSHIP, known to me to be the person whose name is subscribed to the foregoing, and acknowledged to me that he executed the same on behalf of ZOLLINGER FARMS PARTNERSHIP.

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

(seal)


Notary Public for Idaho
Residing at Rigby, Idaho
Commission Expires: 10/24/97

STATE OF IDAHO)
) ss
County of Jefferson)

On this 4th day of February, 1994, before me, the undersigned, a Notary Public in and for said state, personally appeared BRET SUTTON and FRANKIE SUE SUTTON, known to me to be the persons whose names are subscribed to the foregoing, 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 acknowledgement first above written.

(seal)

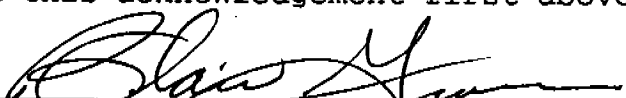

Notary Public for Idaho
Residing at: Pg 6, Id
Commission Expires: 10/24/97

STATE OF IDAHO)
) ss
County of Jefferson)

On this 4th day of February, 1994, before me, the undersigned, a Notary Public in and for said state, personally appeared KIRT SUTTON and LORI SUTTON, known to me to be the persons whose names are subscribed to the foregoing, 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 acknowledgement first above written.

(seal)


Notary Public for Idaho
Residing at: Pg 6, Id
Commission Expires: 10/24/97

TRACT 1:

Township 5 North, Range 40 East, Boise Meridian, Madison County, Idaho
Section 27: SE $\frac{1}{4}$

TRACT 2:

Township 5 North, Range 40 East, Boise Meridian, Madison County, Idaho

Section 27: SW $\frac{1}{4}$

Section 28: E $\frac{1}{2}$ SE $\frac{1}{4}$

Section 33: NE $\frac{1}{4}$, less right of way for railroad; E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$; the West 2 rods of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ and commencing at a point 522 feet North of the Southeast Corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$, and running thence West 50 feet; thence South 60 feet; thence East 50 feet; thence North 60 feet to the point of beginning.

Also an undivided one-third interest in and to the following easement:

Easement for ingress and egress to the above described property 20 feet wide, the center line described as follows: commencing at a point 494 feet North of the Southwest Corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ and running thence East 1320 feet.

Section 34: All

TRACT 3:

Township 5 North, Range 40 East, Boise Meridian, Madison County, Idaho

Section 28: W $\frac{1}{2}$ SE $\frac{1}{4}$, lying and being East of the Railroad right of way.

Exhibit A

Mr. Hileroy Zollinger
Zollinger Farm
8611 Brynwood
Boise, Idaho 83704

CV

RE: Adjudication claim A22-02251

Dear Mr. Zollinger:

Please find enclosed a copy of the computer coded claim for lapsed permit 22-02251. This is the permit you are trying to have reinstated. You indicated that the priority date of this claim was "1968". I coded the priority date as April 30, 1968, which was the priority date of the original permit.

Please review the remainder of the claim for any additional changes. You may make changes to the claim by lining-through the incorrect item, initialing the change, and then sign the form and submit it as an amended claim. There is no fee associated with filing an amended claim.

Feel free to contact our office if you have further questions regarding this matter.

Sincerely;

Eric Verner
Sr. Water Agent

Enclosure

UNRECORDED

OCT 29 1992

State of Idaho
Department of Water Resources

RECEIVED
MAY 11 1994

Department of Water Resources
Eastern District Office

WATER RIGHT LICENSE

WATER RIGHT NO. 22-02251

Priority: April 20, 1988

Maximum Diversion Rate:

2.36 CFS

This is to certify, that ZOLLINGER FARM INC
C/O H LEROY ZOLLINGER
8611 BRYNWOOD
BOISE ID 83704

has complied with the terms and conditions
of the permit, issued pursuant to Application for Permit dated June 16, 1965; and
has submitted Proof of Beneficial Use on April 20, 1988. An examination indicates
that the works have a diversion capacity of 9.110 cfs of water from a GROUNDWATER
source, and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	04/15 to 10/15	2.36 CFS	

LOCATION OF POINT(S) OF DIVERSION:

SESW , Sec. 27, Township 05N, Range 40E
NWNW , Sec. 33, Township 05N, Range 40E
MADISON County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
05N	40E	33	NENE 40	NWNE 3	SWNE 24	
			SENE 40			107
		34	NWNE 12	SWNE 12	NENW 37	
			NWNW 39	SWNW 39	SENE 34	173

Total number of acres irrigated: 280

CONDITIONS/REMARKS:

1. This water right is appurtenant to the described place of use.
2. This right is subject to all prior water rights and may be forfeited by five years of non-use.
3. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
4. Use of this right with the rights listed below is limited to a total combined diversion rate of 9.11 cfs, a total combined annual diversion volume of 3324.8 af, and to the irrigation of a combined total of 1081 acres in a single irrigation season.
5. The combined rights include: 22-07493, 22-07495, 22-07513, and 22-07090.
6. The following rights are also diverted through the point(s) of diversion described above: 22-07493, 22-07495, 22-07513, and 22-07090.

MICROFILMED
NOV 06 1990

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 22-02251

This license is issued pursuant to the provisions of Section 42-219, Idaho Code.
Witness the seal and signature of the Director, affixed at Boise, this 30TH
day of APRIL, 1994.

Acting for R. Keith Higginson, Director

RECORDED
NOV 06 1994

A22-02251
~~A22-02251~~

INTER-DEPARTMENT MEMO — 1.

FROM

EV

DATE 8/30/88

TO A22-02251

SUBJECT Priority Date - Assume applicant wishes to claim
permit priority date of June 16, 1965.

As of this date, permit not reinstated

MICROFILMED

OCT 29 1992

EV
SIGNATURE

10/19/1988

SRBA CLAIMS RECEIVING CHECKLIST

CLAIMANT'S NAME Zollerger CLAIM ID T. NO. A 22-02251DATE RECEIVED 8-12-88 CK # AMOUNT \$

1. Is the name and address complete with zip code? YES ☒ NO ☐
2. Is a priority date entered? ☐ *

Is the water use exempt from the Permit requirements, or if it is not exempt, has a Permit been approved or a License issued?

A Permit is required: (1) for groundwater developed after March 25, 1963 (except single family domestic and stockwater wells using less than 13,000 gpd), or (2) for surface water developed after May 20, 1971 (except for instream stockwater). USE CARE IF CLAIM IS RETURNED. REFER TO ADJUDICATION MEMOS # 1 (ADJ. CLAIMS/APPLICATIONS) AND # 9 (REJECTION OF CLAIMS). EXPLAIN IN COMMENTS.

3. (a) Is a source entered? ☒

(b) Is a tributary to entered? (if required) N/A ☒

4. Is the legal description of the p.d. sufficient? ☒

5. Is there a description of the diverting works? ☒

6. Are the water uses appropriate for the form? The short form is limited to domestic and stockwater uses with direct diversion. All claims that include storage or instream stockwater must use long form. ☒

Is the period of use included? ☒

Is a quantity claimed for each use? ☒

7. Is a total quantity claimed entered? ☒

8. If required is a consumptive use entered? N/A ☒

Is the consumptive use correct? N/A ☒

9. Are the non-irrigation uses listed properly? If this claim is on the short form, and more than one domestic use is listed, single ownership must be stated. If not under single ownership, each household must file a separate claim. See Adjudication Memo # 4. ☒

10. Is (are) the place(s) of use entered? ☒

11. Is (are) the county(ies) entered? ☒

12. Is the ownership of p.u. checked? ☒

13. Are other water rights listed or "none" indicated? ☒

4. If required, are remarks correct? (If the claimant does not own the place of use, authority for filing the claim must be explained in the remarks.) N/A ☒

15. Is the basis of the claim checked? ☒

16. Is the claim signed by the claimant, and is the signature appropriate? (If an individual is the claimant, has that individual signed the claim, or if an organization is the claimant, is the organization signature block complete?) ☒

Has the claim been signed, sealed, and dated by a notary? ☒

Was this claim filed on time, or was an extension granted? ☒

Is the fee enclosed correct? ☒

If this claim is based on an existing water right, has the identification number been entered? N/A ☒

Should this claim be receipted and data entered? ☒

* See note - send Copy to Claimant to review Done 8/14/89

Claim checked by: SS

Comments: Put memo to file in remarks - Claimant is attempting to have this signed permit reinstated - SS

OCT 29 1992

April 4, 1988

8611 Brynwood Drive
Boise, Idaho 83704

Mr. Ronald D. Carlson
Department of Water Resources
Eastern Region
150 Shoup
Idaho Falls, Idaho 83401

Dear Mr. Carlson:

In 1965 Herman Zollinger applied to appropriate 12.0 cfs for the irrigation of 620 acres. The ground was developed under a lease with Stan Sutton. Mr. Zollinger was granted permit 22-2251.

Perhaps because of the lease with Mr. Sutton and the inadequate transfer of paperwork between the lessor and lessee, permit 22-2251 lapsed. Mr. Sutton, however, developed the ground and has been irrigating it since 1968.

Additional applications have since been filed when it was discovered that the department's records showed no water rights for approximately 600 acres of the Zollinger farm. However, because of the slowdown in processing of applications by the IDWR, Zollinger farms, the heir to the estate of Herman Zollinger, requests that the department reinstate permit 22-2251 pursuant to Idaho Code Section 42-218a.

Sincerely,



H. LeRoy Zollinger

cc: Stan Sutton, 578 E. 7000 So., Rexburg, Idaho 83440

RECORDED

OCT 29 1992