

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: **A45-11196**
Date Received: 6/ 8/1989
Receipt No: S007643
Received By: _____

AMENDED

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

AMENDED

1. Name: LEROY JAROLIMEK 208-678-8469
Address: 605 S 600 W
BURLEY ID 83318

AND

Name: PEGGY JAROLIMEK 208-678-8469
Address: 605 S 600 W
BURLEY ID 83318

2. Date of Priority: MAR 9, 1968

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
11S	22E	6	SE	NE			CASSIA
			SE	NW			CASSIA

5. Description of diverting works:
TWO PUMPS FROM TWO WELLS WITH BOOSTER TO SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	2.040		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
11S	21E	1	NE		NE		IRR	25.0
			SW		NE		IRR	25.0
			SE		NE		IRR	40.0
			NE		SW		IRR	25.0
			NE		SE		IRR	40.0
			NW		SE		IRR	40.0
			SW		SE		IRR	40.0
			SE		SE		IRR	40.0
							Section Acres	275.0
							Total Acres	275.0

11. Place of use in counties: CASSIA

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

13. Other Water Rights Used:
NONE

14. Remarks:

THE WATER THAT IS BEING FILED ON IS WASTE WATER WHICH COMES OFF
JAROLIMEK INC. GROUND.

CHANGED ADDRESS AS PER REQUEST RECEIVED 09/15/98. CC*****

SOURCE AMENDED TO SHOW THAT THIS IS A CONTINUATION OF A GROUND
WATER SYSTEM RATHER THAN THE WASTE WATER FROM THAT SYSTEM. POINT
OF DIVERSION CHANGED TO REFLECT THE SOURCE CHANGE. PLACE OF USE
CHANGED TO CORRECT MAP MISREADING AND TO ADD A PORTION OF A
QUARTER MISSED. KKC 12-15-98

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and
understand the form entitled "How you will receive notice in the Snake River
Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay
a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

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

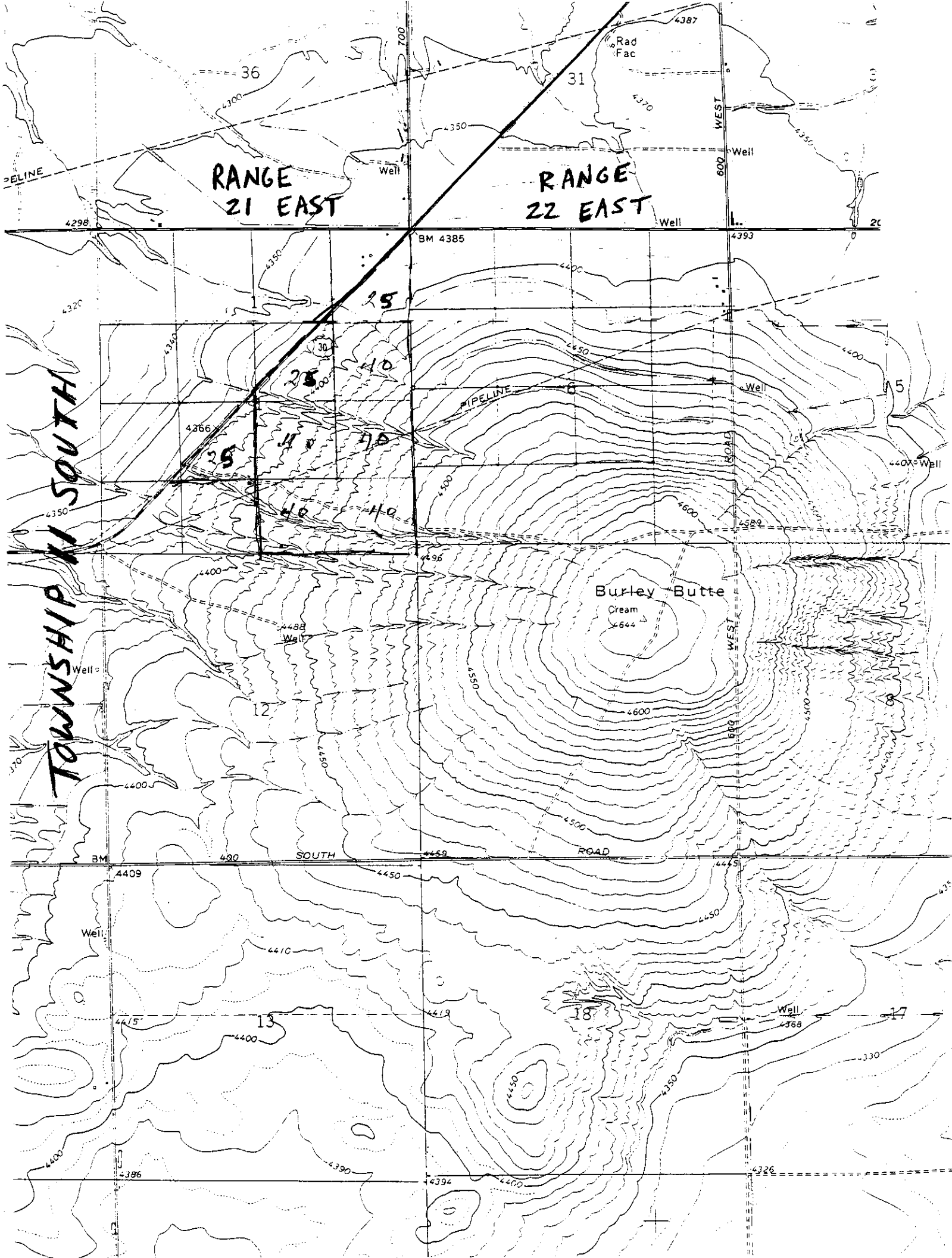
Signature of Claimant(s): Le Roy Jarolimich Date: 12-15-98
Peggy Jarolimich Date: 12-15-98

State of Idaho)
County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 15th day
of Dec 19 98
Kelly K. Christensen
Notary Public

Seal

Residing at Kimberly IL
My Commission Expires 3-11-04



MEMORANDUM

TO: SRBA File A45-11196
FROM: Corey Skinner /s
DATE: December 15, 1998
SUBJECT: Claim Amendment

Earlier this year, while discussing an expansion claim and a transfer application on another farm, Le Roy Jarolimeck asked me about claim A45-11196 and the farm that it is appurtenant to.

Claim A45-11196 is appurtenant to the west slope of Burley Butte. Mr. Jarolimeck and I discussed this particular claim and the water use practices on the farm. Mr. Jarolimeck farms ground along the north and west slopes of Burley Butte. There are two irrigation wells located near the top of Burley Butte that are licensed under rights 45-02544 and 45-07003. These wells were licensed for the ground in Section 06 (T11S, R22E) which was apparently developed in the 1960's. Examination of microfiche records indicate that the licensed ground was limited by what was originally permitted. Mr. Jarolimeck said at the time the land was developed, they pumped from the wells and ditched the water to the place of use. Mr. Jarolimeck also said that ditches were also developed that irrigated land in Section 01 (T11S, R21E), which would be the lower reaches of the west slope of Burley Butte. These ditches caught and carried water that was diverted from the two licensed wells near the top of Burley Butte. In the early 1980's, Mr. Jarolimeck said that a sprinkler system was installed on the ground in Section 01 and the system was tied directly to the well(s) via pipeline(s). Mr. Jarolimeck originally filed claim A45-11196 to cover this unlicensed ground in Section 01. The claim originally listed the source of water as waste water (from the wells and fields further up Burley Butte). Since Mr. Jarolimeck and I were discussing filing a groundwater expansion claim on the other farm, he wondered if he could file a groundwater expansion claim on this farm (Section 01).

Mr. Jarolimeck and I looked at some orthophoto quads and NAPP photos that revealed that the ground in Section 01 was definitely irrigated prior to November of 1987. In addition, examination of these photos revealed ditches leading from the upper reaches of Burley Butte to the ground in Section 01. After some discussion, Mr. Jarolimeck decided he wanted to amend claim A45-11196 to a groundwater expansion claim, instead of a surface (waste) water beneficial use claim.

Page 2
SRBA Claim A45-11196 Memo
December 15, 1998

This day, Kelly Christensen (SRBA agent) and I assisted Mr. Jarolimeck in amending claim A45-11196. The source was changed to reflect groundwater, and some corrections were made to the place of use (due to some goofed up legals, and some missed acres due to a 40 acre tract being neglected at original claim filing, and some incorrect acre amounts). Mr. Jarolimeck and I also briefly discussed filing a transfer application on this particular farm in order to tie all the rights and/or claims together into a common system.

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: **A45-11196**
Date Received: 6/ 8/1989
Receipt No: S007643
Received By: _____

**COPY FOR
YOUR FILES**

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

**COPY FOR
YOUR FILES**

1. Name: LEROY JAROLIMEK 208-678-8469
Address: 605 S 600 W
BURLEY ID 83318
AND
Name: PEGGY JAROLIMEK 208-678-8469
Address: 605 S 600 W
BURLEY ID 83318

2. Date of Priority: MAR 9, 1968

3. Source: WASTE WATER Trib. to: SINKS

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
11S	21E	1		SE	NE		CASSIA
				NE	SE		CASSIA
				SE	SE		CASSIA

5. Description of diverting works:
POND, PUMP, SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	2.040		

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

8. Total consumptive use is 720.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
11S	21E	1	NE		NE		IRR	20.0
			SW		NE		IRR	20.0
			SE		NE		IRR	40.0
			NE		SW		IRR	40.0
			SW		SW		IRR	40.0
			SE		SW		IRR	40.0
			NW		SE		IRR	40.0

Section Acres 240.0

Total Acres 240.0

11. Place of use in counties: CASSIA

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

13. Other Water Rights Used:
NONE

14. Remarks:

THE WATER THAT IS BEING FILED ON IS WASTE WATER WHICH COMES OFF
JAROLIMEK INC. GROUND.

CHANGED ADDRESS AS PER REQUEST RECEIVED 09/15/98. CC*****

15. Basis of Claim: BENEFICIAL USE



IDAHO DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION
1341 FILLMORE ST STE 200
TWIN FALLS ID 83301-3380
(208) 736-3033

PHILIP E BATT
GOVERNOR

KARL J DREHER
DIRECTOR

CHANGE IN ADDRESS

NOTE - THESE ARE IN VARIOUS NAMES
SAME ADDRESS.

☐ Water Right Number(s): A45-07084 A45-11196

A-02544 A-07003 A-11022

~~02000~~ -10999 - ~~XXXX~~ -11000

☐ Old Mailing Address: RT 2 Box 2219 ~~Carroll~~

Burley

☐ New Mailing Address: 605 S 600 W

Burley, Idaho 83318

☐ New Telephone Number: (208) 678-8469

☐ Signature of Claimant(s): Le Roy Jarolimeh

Date: _____

FOR IDWR USE ONLY
Initial Review and Data Entry
Date: 9/21/98 By: RE
Further Action Needed:

Further Action Taken
Date: _____ By: _____
Final Review and Data Entry
Date: _____ By: _____

RECEIVED

SEP 15 1998

Department of Water Resources
Southern Region

Handwritten initials

AJ0749NP
No. A45-11196

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

DATE: 09/21/98
PAGE: 1

OWNER
CODE NAME & ADDRESS
C LEROY JAROLIMEK
C PEGGY JAROLIMEK
605 S 600 W
BURLEY ID 83318
(208) 678-8469

PRIORITY
DATE 03/09/1968

WATER USE
IRRIGATION

USE PERIOD
FROM TO 03-15 11-15

DIVERSION
RATE 2.04 CFS

DIVERSION
VOLUME 720.00 AFA

TOTAL DIVERSION:
CONSUMPTIVE USE:

Water Source: WASTE WATER
Tributary to: SINKS
Point(s) of Diversion: T11S R21E S01
Stage: BENEFICIAL USE
CASSIA County

Place of use Legal Description for: IRRIGATION
NE NW SW SE
NENE NWNE SWNE SENE : NENW NWNW SWNW : NENE NWSE SWSE :
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 : SUM
11S 21E 1 : 20 20 40 : 40 40 40 : 40 40 40 : 240.0
TOTAL ACRES : 240.0

POU County: CASSIA

Non-Irrigation Uses: NONE

Other Rights: NONE

Remarks: GEN THE WATER THAT IS BEING FILED ON IS WASTE WATER WHICH COMES OFF
JAROLIMEK INC. GROUND.

CHANGED ADDRESS AS PER REQUEST RECEIVED 09/15/98. CC*****

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

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



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

October 13, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

LE ROY JAROLIMEK
605 S 600 W
BURLEY ID 83318

RE: Snake River Basin Adjudication (SRBA)
Notice of Claims No. 45-07084, A45-11196, A45-02544,
A45-07003, A45-11022, A45-10999, A45-11000
Change of Address Notification

Dear Claimant(s):

Thank you for notifying us of your change in Address on the water right claim(s) referenced above. Our records have been updated accordingly.

If you have any questions, please feel free to contact this office.

Sincerely,


Cheryl Cather
Records Clerk, SRBA

/cc

RECEIVED



State of Idaho

APR 02 1998

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

RECEIVED
MAR 17 1998

Department of Water Resources

PHILIP E. BATT
GOVERNORKARL J. DREHER
DIRECTOR

March 11, 1998

JAMES KLOER
PO BOX 416
JEROME ID 83338-0416RE: Snake River Basin Adjudication (SRBA)
Water Right No. 45-11197
Change of Address*Record Modified - NCAP
prepared 3-19-98. n*

Dear Water Right Holder:

Mail recently sent to you was returned to us by the Postal Service. They also advised us your address has changed to the above address. We have enclosed the returned mail.

Although we have reached you at the address above, we need your written confirmation this is your correct mailing address before we can change our records.

Please sign your name at the bottom of this letter and return it to this office. Make corrections to your name and address if necessary before returning this letter, **list any other water right claims you have**, and return the letter by March 31, 1998. Thank you for your help.

If your mail delivery address changes in any form, please contact us in writing so we can update our records.

If there has been a change in ownership of the property connected with the water right referenced above, please call this office toll-free at 1-800/451-4129 to obtain a form to make this required change to the claim record.

Sincerely,

*S. Sherman*Sally Sherman
Technical Records Specialist
Adjudication BureauSS:region
Enclosures

The address is correct as shown above or as otherwise changed.

James L. Kloer
Claimant Signature

*I also have 2 shares with Northside Canal Co.
in Jerome for my & my wife's 2 acres there.*



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: A45-11196
Date Received: 6/08/1989
Receipt No: S007643
Received By: SCC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: LEROY JAROLIMEK 208-678-8469
Address: RT. 2 BOX 2218
BURLEY, ID 83318

AND

Name: PEGGY JAROLIMEK 208-678-8469
Address: RT. 2 BOX 2218
BURLEY, ID 83318

2. Date of Priority: MAR 09, 1968

3. Source: WASTE WATER Trib. to: SINKS

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
11S	21E	1	SE	NE			CASSIA
			NE	SE			CASSIA
			SE	SE			CASSIA

5. Description of diverting works:
POND, PUMP, SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	2.040		

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

8. Total consumptive use is 720.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
11S	21E	1	NE		NE		IRR	20.0
			SW		NE		IRR	20.0
			SE		NE		IRR	40.0
			NE		SW		IRR	40.0
			SW		SW		IRR	40.0
			SE		SW		IRR	40.0
			NW		SE		IRR	40.0

Section Acres 240.0

Total Acres 240.0

11. Place of use in counties: CASSIA

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

13. Other Water Rights Used:
NONE

14. Remarks:

THE WATER THAT IS BEING FILED ON IS WASTE WATER WHICH COMES OFF
JAROLIMEK INC. GROUND.

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

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

Notary Public

Seal

Residing at _____
My Commission Expires _____

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

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

CIVIL CASE NUMBER: ³⁹⁵⁷⁶
Ident. Number A45-11196
Date Received _____
Receipt Number S007643 sc

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

RECEIVED

JUN 8 1989

Department of Water Resources
Southern Region Office

Please type or print clearly

1. Name of Claimant (s) LeRoy + Peggy Jarolimek Phone (208) 678-8469
Mailing Address Rt 2 Box 2218 Burley, Idaho Zip 83318

2. Date of Priority (Only one (1) per claim) 3-9-1968

3. Source of water supply (a) waste water
which is tributary to (b) _____

4. a. Location of existing point of diversion is: Township 11S Range 21E Section 1,

SE 1/4 of NE 1/4 of _____ 1/4, Govt. Lot, _____ B.M., County of Cassia
NE 1/4 of SE 1/2 T11S R21E section 1
Additional points of diversion if any: SE 1/4 of SE 1/2 T11S R21E section 1

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.

The water was runoff from gravity Irrigation off of Jarolimek Inc Farm. It was caught in Dams and then ran thru headgates to regulate flow. In 1988 it was converted to sprinkler in which it is pump into a 16" pastic main line to a pivot + aluminum mainline and hand lines

MICROFILMED

MAR 10 1993

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For Irrigation purposes from 3/15 to 11/15 amount 2.04 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 2.04 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is 720 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) None

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	
11S	21E	1	20		20	40					40	40	40	40					240

Total number of acres irrigated 240

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

12. Do you own the property listed above as place of use? Yes ☒ 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: The water that is being filed on is waste water, which comes off Jarolimch Inc ground.

MICROFILMED

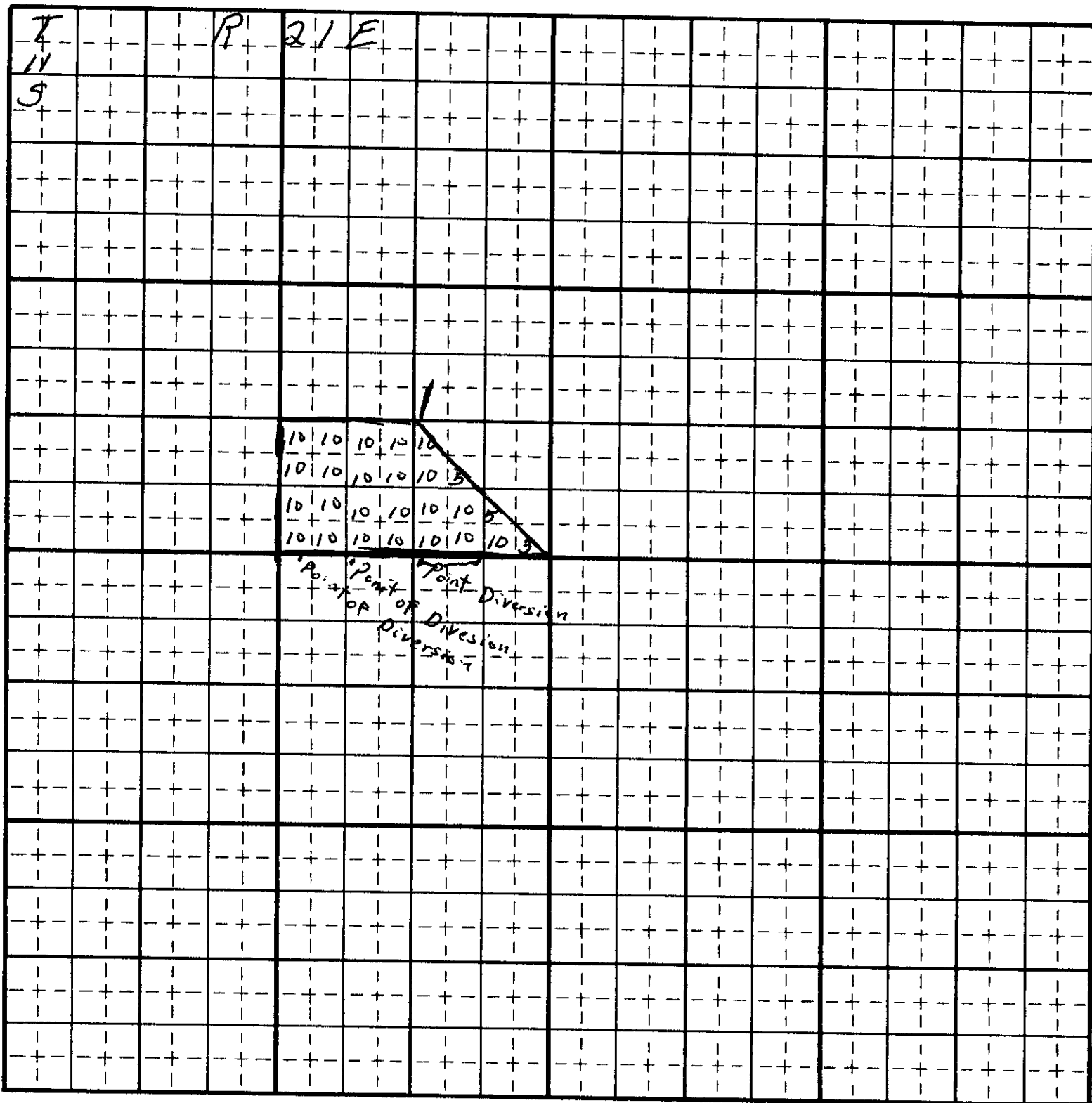
MAR 10 1993

Last Name Jarolimch Ident No. 1413-11196

Copies: White -State, Yellow-Claimant

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

Scale: 2 inches equals 1 mile



MICROFILMED

Last Name Jarolimek

Ident No. A45-11196

MAR 1 1993

Copies: White-State, Yellow-Claimant

15. Basis of Claim (check one) B. waste water Special Use _____ Posted Notice _____ License _____ Permit _____
Decree _____

If applicable provide IDWR Water Right Number _____
Court _____ Case Number _____ Decree Date _____
Plaintiff vs Defendant _____

16. Signature (s)

(a.) By signing below, I/We acknowledge that I/We have received, read, and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not ☒ 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) LeRoy Jarolimick Date June 7, 1989
Beggy Jarolimick Date June 7, 1989

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

of _____ Title _____
Organization _____, that I have signed the foregoing

document in the space below as _____ of _____
Title _____ Organization _____

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

Signature of Authorized Agent _____

Title and Organization _____ Date _____

State of Idaho/or _____)
County of Pessia) SS.

Subscribed and sworn (or affirmed) before me this 7th day of June 19 89

SEAL

Notary Public Andrea J. Madden

Residing at Burley ID

My Commission Expires 9-27-91

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 _____

MICROFILMED

MAR 10 1993

Last Name _____ Ident. Number A45-11196

Copies White-State, Yellow-Claimant



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

CECIL D. ANDRUS
Governor

25-Jan-1993

R. KEITH HIGGINSON
Director

A45-11196
LEROY JAROLIMSK
PEGGY JAROLIMSK
RT. 2 BOX 2219
BURLEY

ID 88318

RE: Evidence of Priority

RESPONSE DEADLINE

APRIL 1, 1993

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 supporting the priority date you have claimed.

Please find enclosed a computer printout of your Notice 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 notarized affidavit.

Please submit the required evidence supporting the priority date by April 1, 1993, 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.

Respectfully submitted,


Allen Merritt, P.E.
Water Rights Supervisor

Enclosures

MICROFILMED

MAR 10 1993

10/17/2003

**NOTICE OF ERROR
REPLY**

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: SEE COVER LETTER

Water right number: 45-11196

LEROY JAROLIMEK

605 S 600 W

BURLEY ID 83318

Telephone Number: (208)678-8469

PEGGY JAROLIMEK

605 S 600 W

BURLEY ID 83318

Telephone Number: (208)678-8469

RECEIVED

APR 14 2004

Department of
Agriculture

REC-5

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

3. Give a brief explanation as to why you disagree with these portions:

☒ I AGREE with this proposed recommendation: no changes need to be made.

DATE: 4-9-2004

SIGNATURE:

LeRoy Jarolimek

Please print your name:

LeRoy Jarolimek

IDWR Regional Office, 1341 Fillmore St, Suite 200, Twin Falls, ID 83301, 2087363033



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

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

10/17/03

Jarolimeks/West Slope Farms
605 S 600 W
Burley ID 83318

RE: SRBA recommendations

Dear Mr. & Mrs. Jarolimek

In 1989 you filed adjudication claims for irrigation purposes on two places in the Oakley Valley. I am in the process of reviewing the claims, the next phase of the adjudication process, so they can be recommended to the court for decree. Enclosed are drafts of the proposed recommendations and maps illustrating the usage as it existed in 1987, the commencement date of the adjudication, or as modified by transfer of water right.

Burley Butte Property: The acreage total on your claims is 819 acres and the area contained by the yellow line on the map has 819 acres. Claims 45-11022 and 45-11196 are enlargement claims since the land added to the licenses was developed after 1963. Enlargement claims do not provide flow rate but does supply additional volume of water and therefore IDWR makes recommendations that spread the licensed rate over all the acres that were farmed by the claimed or recommended priority date. You will note that each draft recommendation describes exactly the same land and contain conditions establishing limits on acres, flow rate/volume, priority date and other water right elements.

South Property: This land and the water rights were the subject of an approved water right transfer and the draft recommendations reflect this approval. Claim 45-12884 is an expansion claim and does not supply flow rate OR volume over what is contained in the license (contrasted to an enlargement claim described above that does provide volume), it merely acknowledges that the license is spread over additional acres. Expansions are given a very junior priority date and may be the first rights curtailed in the event of water right administration to manage the aquifer.

Please look these over and let me know what you think. This is an informal opportunity to correct errors or omissions and to answer questions. In the absence of any changes effected by your participation IDWR shall make our recommendations consistent with these drafts or as the drafts may be further refined over time.

I look forward to working with you to improve the accuracy and completeness of the recommendation(s). Contact me if you have questions or to make an appointment to meet with me.

Sincerely,

Douglas Jones, PE
Water Rights Supervisor
Southern Adjudication Unit

10/17/2003

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 45-11196
NAME AND ADDRESS: LEROY JAROLIMEK
605 S 600 W
BURLEY ID 83318
PEGGY JAROLIMEK
605 S 600 W
BURLEY ID 83318

SOURCE: GROUND WATER
QUANTITY: 2.040 CFS
1,100.000 AFY

TRIBUTARY:

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 9.27 CFS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 3276 AF. COMBINED RIGHT NOS.: 45-2544, 45-7003, 45-11022 & 45-11196.

PRIORITY DATE: 03/15/1968

THIS WATER RIGHT IS SUBORDINATE TO ALL WATER RIGHTS WITH A PRIORITY DATE EARLIER THAN APRIL 12, 1994, THAT ARE NOT DECREED AS ENLARGEMENTS PURSUANT TO SECTION 42-1426, IDAHO CODE. AS BETWEEN WATER RIGHTS DECREED AS ENLARGEMENTS PURSUANT TO SECTION 42-1426, IDAHO CODE, THE EARLIER PRIORITY RIGHT IS THE SUPERIOR RIGHT.

POINT OF DIVERSION:

T11S R22E S6 SESENE Within CASSIA County
T11S R22E S6 SESENE Within CASSIA County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	03/15 11/15	2.040 CFS 1,100.00 AFY

PLACE OF USE:

IRRIGATION Within CASSIA County					
T11S R21E S01 Lot 1	NENE	24.0	T11S R21E S01	SWNE	21.0
T11S R21E S01	SENE	40.0	T11S R21E S01	NESW	20.0
T11S R21E S01	NESE	40.0	T11S R21E S01	NWSE	40.0
T11S R21E S01	SWSE	32.0	T11S R21E S01	SESE	40.0
T11S R22E S06 Lot 1	NENE	37.0	T11S R22E S06 Lot 2	NWNE	41.0
T11S R22E S06	SWNE	40.0	T11S R22E S06	SENE	39.0
T11S R22E S06 Lot 3	NENW	41.0	T11S R22E S06 Lot 4	NWNW	39.0
T11S R22E S06 Lot 5	SWNW	40.0	T11S R22E S06	SENW	40.0
T11S R22E S06	NESW	41.0	T11S R22E S06 Lot 6	NWSW	41.0
T11S R22E S06 Lot 7	SWSW	41.0	T11S R22E S06	SESW	41.0
T11S R22E S06	NESE	40.0	T11S R22E S06	NWSE	41.0

819 ACRES TOTAL

10/17/2003

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A
COMBINED TOTAL OF 819 ACRES IN A SINGLE IRRIGATION SEASON.
COMBINED RIGHT NOS.: 45-2544, 45-7003, 45-11022 & 45-11196.

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 275 ACRES WITHIN THE
PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for
the definition of the rights or for the efficient administration of the water
rights as may be ultimately determined by the Court at a point in time no
later than the entry of a final unified decree. Section 42-1412(6), Idaho
Code.

THIS RIGHT IS BASED UPON AN ENLARGEMENT OF RIGHT NOS. 45-7003
& 45-2544 PURSUANT TO SECTION 42-1426, IDAHO CODE.

EXPLANATORY MATERIAL: Beneficial Use

RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION
PURSUANT TO SECTION 42-1425, IDAHO CODE.

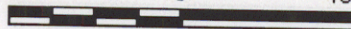
RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT
TO SECTION 42-1425, IDAHO CODE.

**45-2544, 45-7003,
45-11022 & 45-11196**



-  Section Lines
-  Quarter/Quarter Lines
-  Place of Use
-  Point(s) of Diversion

1320 0 1320 Feet



GIS PLACE OF USE PRESENTATION
PHOTOGRAPHY: 1987 and/or 1988 NAIP
DATA ENTRY: 10/2003
DOUGLAS JONES

Log for claim A45-11196

Spatial Dynamics BTD

8/16/00

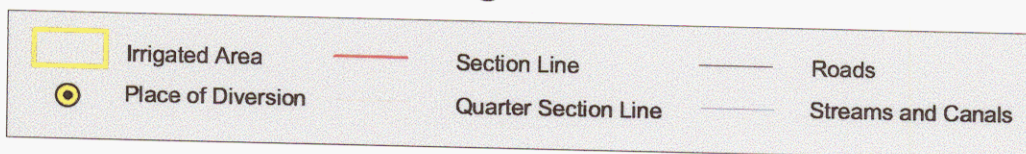
TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
11s21e	1	NENE	25	23	
11s21e	1	SWNE	25	22	
11s21e	1	SENE	40	40	
11s21e	1	NESW	25	21	
11s21e	1	NESE	40	41	
11s21e	1	NWSE	40	40	
11s21e	1	SWSE	40	39	
11s21e	1	SESE	40	39	
Totals:			275	265	

Water Right Claim Number A45-11196
Townships , 11S22E, 11S21E

08/16/2000



Legend



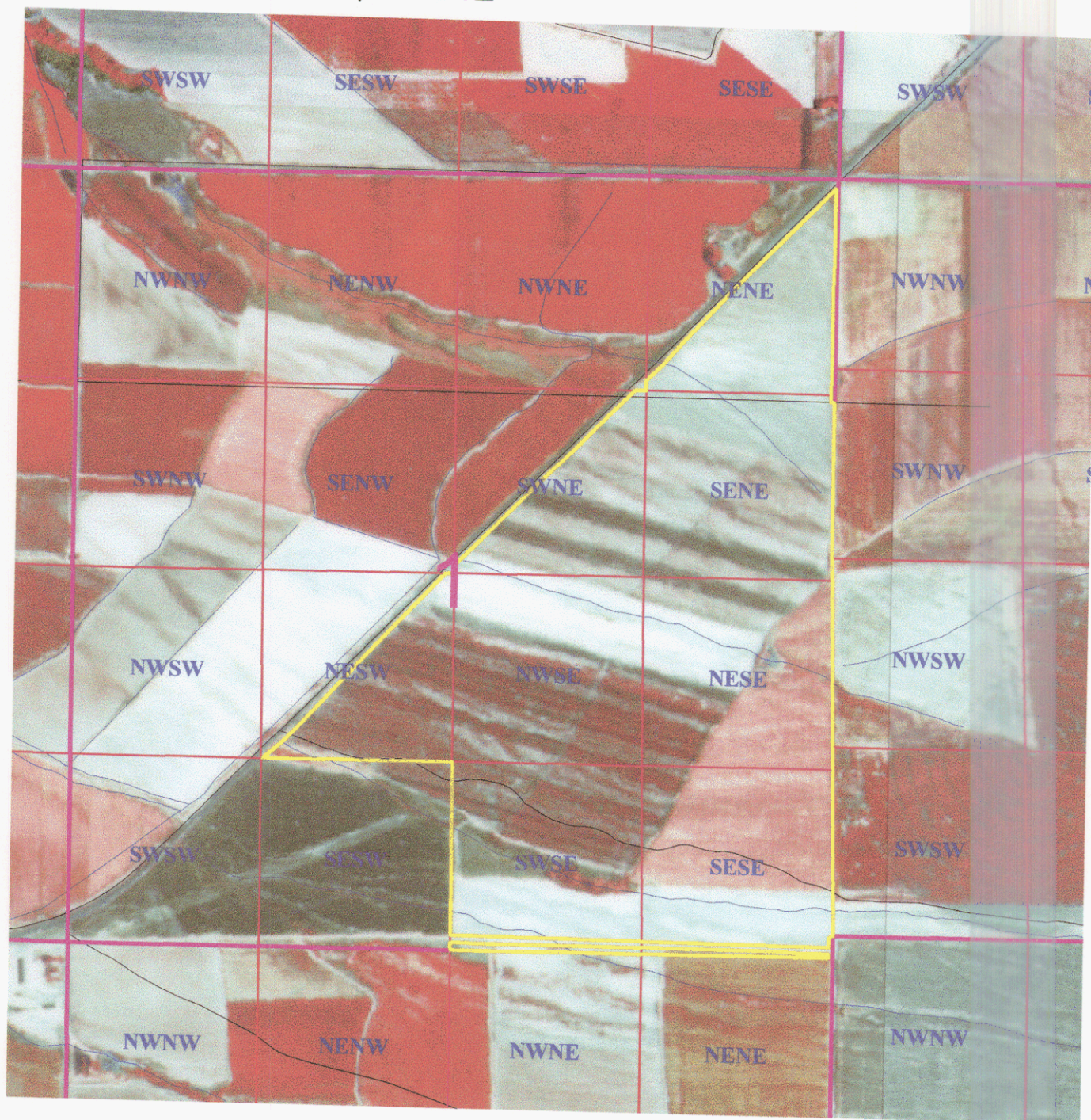
500 0 500 1000 Feet



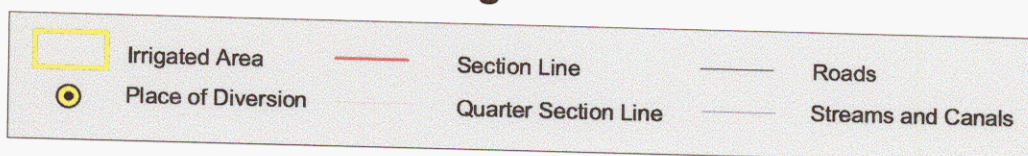
Water Right Claim Number A45-11196

Townships , 11S22E, 11S21E

08/16/2000



Legend

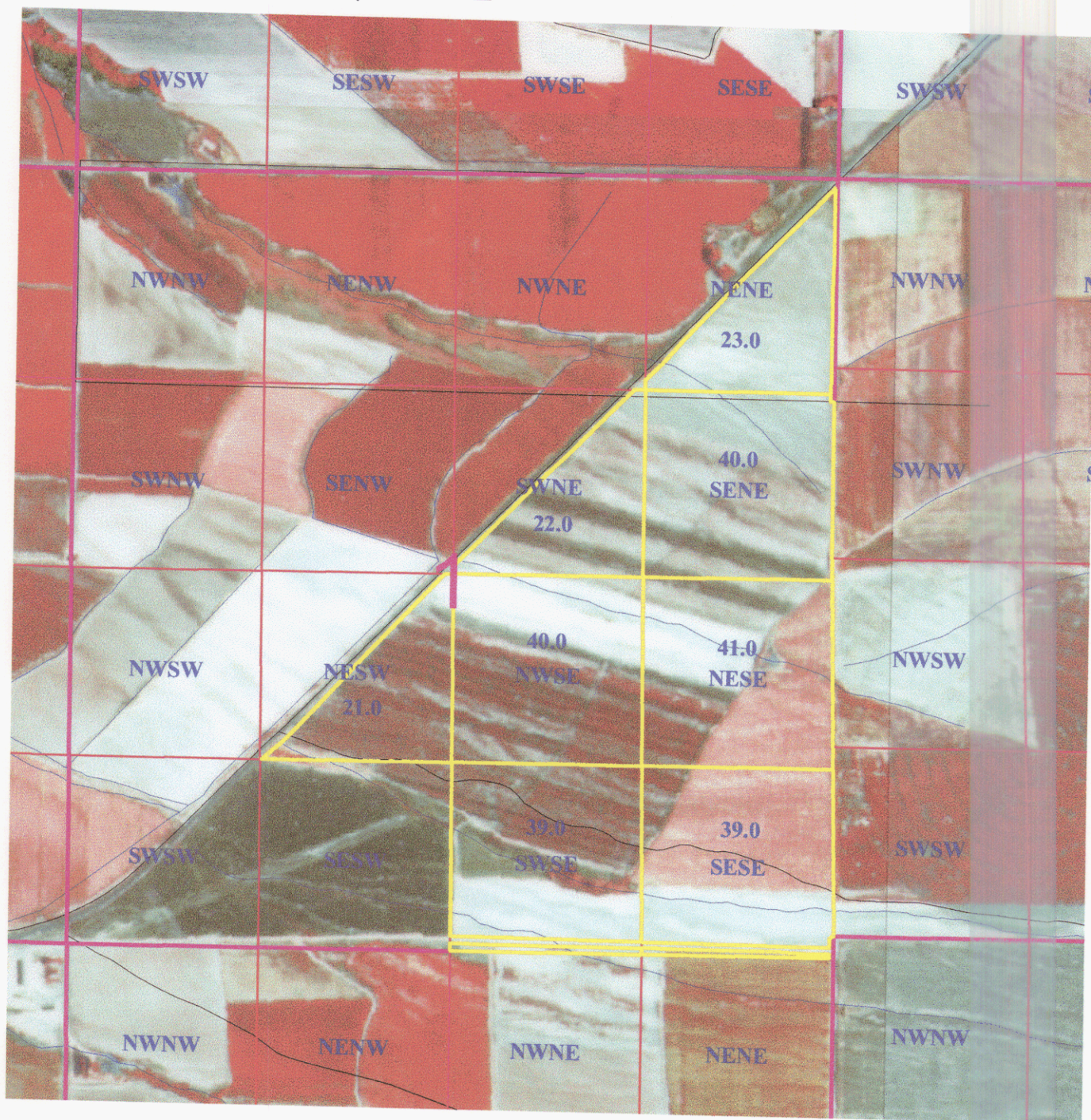


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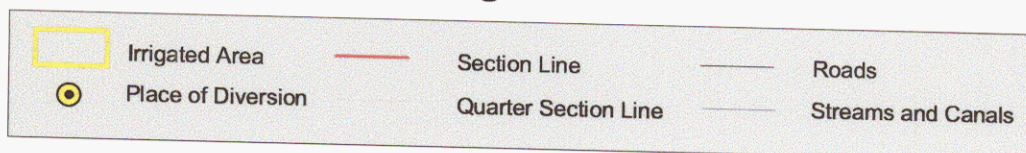


Water Right Claim Number A45-11196
Townships , 11S22E, 11S21E

08/16/2000



Legend



500 0 500 1000 Feet



DATE: 05/09/00
PAGE: 419

Stage: BENEFICIAL USE

CASSIA County

25

POU County: CASSIA

Other	Water Rights With Same Point(s) of Diversion With Stage (Includes All Sources):
A45-02544	A45-07003 R45-02544 R45-07003 R45-11022

Remarks: GEN

JAROLIMEK INC. GROUND.
THE WATER HAT IS BEING FILED ON IS WASTE WATER WHICH COMES OFF

CHANGED ADDRESS AS PER REQUEST RECEIVED 09/15/98. CC*****

SOURCE AMENDED TO SHOW THAT THIS IS A CONTINUATION OF A GROUND
WATER SYSTEM RATHER THAN THE WASTE WATER FROM THAT SYSTEM. POINT
OF DIVERSION CHANGED TO REFLECT THE SOURCE CHANGE. PLACE OF USE
CHANGED TO CORRECT MAP MISREADING AND TO ADD A PORTION OF A
QUARTER MISSED. KKC 12-15-98

Dates:	Exam Made Date:	Verified Date:	Objection Filed Date:
Misc:	Water District Number:	Field Inspection Flag:	
Audit:		Presumption Flag:	
	06/08/89 CLELLAND	03/30/95 POST-STD	09/21/98 CCATHER
			12/16/98 KCHRISTE

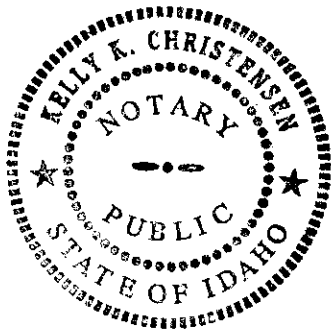
STATE OF IDAHO)

:SS

County of Cassia)

On this 8 day of March, 1993, before me, a Notary Public in and for said County and State, personally appeared LeRoy Jarolimek LeRoy Jarolimek known to me to be the person whose name are subscribed to the within instrument and acknowledged to me that they executed the same.

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



Kelly K. Christensen
NOTARY PUBLIC FOR IDAHO
Residing at : Burley, Idaho

Kimberly
my commission expires
3-2-98

MICROFILMED
OCT 28 1994

POOR ORIGINAL

Beets	97
Beans	120
Potatoes	105
Grain	395
Idle Acre	60
Road way	26

N-120
P-140

Beets 47

Grain 55

Section Gran 25

4-10 Beans
p. 10 k 30

Beets 50

M-120
P-140

Beans 55

MICROFILMED
OCT 28 1994

5-1-1

014

1127

22

Blue --- Show Ponds
Green.. Potatoes

Red - - Ground

1968

[illegible]

Grower 73-5763

Landlord

POTATO GROWING AND SALE CONTRACT
ORE-IDA FOODS, INC.(X) IN () OUT
B-2 (4-2-68) B-585GROWER NO. 1111

POOR ORIGINAL

THIS AGREEMENT ENTERED INTO THIS 10 DAY OF April 1968 BETWEEN ORE-IDA FOODS, INC., A
DELAWARE CORPORATION HAVING ITS PRINCIPAL PLACE OF BUSINESS AT OREGON, OREGON (HEREINAFTER REFERRED TO AS "COMPANY") AND
Robert Jarolimak & Sons OF Route 2, Burley, Idaho (HEREINAFTER REFERRED TO AS "GROWER"),

WITNESSETH:

IN CONSIDERATION

OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

- QUANTITY AND VARIETY
1. GROWER AGREES AT HIS SOLE COST AND EXPENSE TO PLANT IN THE PROPER SEASON 5075 ACRES OF R. Burbank (VARIETY) POTATOES (HEREINAFTER REFERRED TO AS "POTATO CROP" OR "CROP") ON THE LANDS DESCRIBED BELOW AND THEREAFTER TO PROPERLY CULTIVATE, WEED, FERTILIZE, IRRIGATE AND OTHERWISE CARE FOR SAME IN ACCORDANCE WITH THE BEST FARMING PRACTICES AND TO HARVEST SAID CROP AT A TIME AND IN A MANNER ACCEPTABLE TO COMPANY;
- GROWER DUTIES
- A. THE DUTIES OF GROWER SHALL AT ALL TIMES BE SUBJECT TO THE ADVICE AND GUIDANCE OF THE AGENTS OF COMPANY; SAID AGENTS SHALL AT ALL TIMES HAVE THE RIGHT TO ENTER UPON GROWER'S REAL PROPERTY FOR THE PURPOSES OF INSPECTING THE POTATO CROP AND THE CARE BEING GIVEN THERETO BY GROWER;
- B. IF IN THE OPINION OF COMPANY OR ITS AGENTS GROWER IS FAILING IN ANY RESPECT TO PROPERLY PLANT, CARE FOR, OR HARVEST THE POTATO CROP, COMPANY MAY AT ITS OPTION ASSUME THE ACTIVE CARE, CONTROL AND MANAGEMENT OF THE GROWING AND HARVESTING OF THE POTATO CROP AND ALL COSTS AND EXPENSES IN CONNECTION THEREWITH SHALL BE REPAID TO COMPANY BY GROWER BY DEDUCTING ANY AMOUNTS DUE COMPANY FROM ANY SUMS THAT MAY BE DUE GROWER BY COMPANY;
- C. GROWER SHALL PLANT, HARVEST AND DELIVER THE POTATO CROP AT THE TIME AND IN THE MANNER DIRECTED BY THE COMPANY; SPECIFICALLY BUT WITHOUT LIMITATION OF THE FOREGOING, GROWER SHALL MAKE EVERY EFFORT TO KILL VINES AT LEAST 21 DAYS PRIOR TO HARVEST BUT IN NO EVENT SHALL VINES BE KILLED LESS THAN 14 DAYS PRIOR TO HARVEST; GROWER SHALL DELAY HARVEST SUCH ADDITIONAL TIME AS MAY BE NECESSARY TO ASSURE SKIN MATURITY. HARVESTING OR DELIVERY TO STORAGE MAY BE DELAYED IF PULP TEMPERATURES OF POTATOES ARE OVER 65 DEGREES FAHRENHEIT OR UNDER 38 DEGREES FAHRENHEIT. FAILURE TO FOLLOW SUCH DIRECTIONS SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT, JUSTIFYING COMPANY REJECTING DELIVERY OF POTATOES TENDERED HEREUNDER;

LAND DESCRIPTION

2. GROWER SHALL GROW THE POTATO CROP CONTRACTED FOR HEREIN ON THE FOLLOWING-DESCRIBED LANDS: Sec. 6, T-11 R-22

GROWER STATUS

- SITUATE IN THE COUNTY OF Cassia, STATE OF Idaho (HEREINAFTER REFERRED TO AS "PROPERTY");
- A. GROWER COVENANTS THAT HE IS THE OWNER/LESSEE OF THE PROPERTY AND THAT HE HAS FULL AUTHORITY TO ENTER INTO THIS CONTRACT;
- B. (TO BE COMPLETED IF GROWER IS LESSEE). GROWER'S LANDLORD IS None AND THE PROPERTY SHALL BE FARMED UNDER A CASH/SHARE LEASE;
- LIENS
- C. GROWER WARRANTS THAT THERE ARE NO LIENS THAT RELATE TO THE CROPS GROWING OR TO BE GROWN HEREUNDER EXCEPT THE FOLLOWING:

Idaho Bank & Trust, Burley, Idaho

(IF NONE, SO INDICATE);

SEED

3. GROWER AGREES THAT ALL SEED PLANTED PURSUANT TO THIS CONTRACT SHALL BE CERTIFIED OR SHALL HAVE BEEN APPROVED IN WRITING BY COMPANY; IT BEING UNDERSTOOD HOWEVER THAT APPROVAL OF SEED BY COMPANY SHALL NOT CONSTITUTE A WARRANTY, EXPRESSED OR IMPLIED, AS TO THE QUALITY OR PRODUCTIVENESS OF THE SEED SO APPROVED;
4. A. THE POTATOES CONTRACTED FOR HEREIN SHALL AT COMPANY'S OPTION BE DELIVERED TO COMPANY PLANT OR TO STORAGE;
- B. IF COMPANY DIRECTS GROWER TO PLACE POTATOES IN STORAGE IT IS UNDERSTOOD THAT COMPANY WILL HAVE ACCESS TO SAID STORAGE FACILITIES AND MAY REMOVE POTATOES THEREFROM AT THE CONVENIENCE OF COMPANY;
- C. IF POTATOES ARE STORED IN GROWER'S STORAGE, GROWER ASSUMES RESPONSIBILITY FOR MAINTAINING THE POTATOES AT PROPER STORAGE TEMPERATURES AND HUMIDITY AND FOR ALL COSTS OF STORAGE INCLUDING ELECTRICITY. THE PULP TEMPERATURE OF SAID POTATOES SHALL BE MAINTAINED AT NOT LESS THAN 42 DEGREES FAHRENHEIT OR MORE THAN 45 DEGREES FAHRENHEIT, AND THE HUMIDITY SHALL BE MAINTAINED AT NOT LESS THAN 85 PERCENT. IF THE STORAGE SHALL BE OWNED OR LEASED BY GROWER, COMPANY SHALL HAVE THE FURTHER RIGHT TO REQUIRE HEATING OR OTHER EQUIPMENT TO BE PLACED IN SAID STORAGE AT GROWER'S EXPENSE TO BRING THE TEMPERATURE THEREIN UP TO A LEVEL NOT TO EXCEED 60 DEGREES FAHRENHEIT FOR A PERIOD OF AT LEAST TWO WEEKS PRIOR TO DELIVERY;
- D. COMPANY RESERVES THE RIGHT TO SPROUT INHIBIT POTATOES COVERED HEREUNDER AND STORED IN GROWER'S CELLAR;

BASE PRICE

5. A. COMPANY SHALL PAY GROWER AS FOLLOWS FOR ALL POTATOES DELIVERED PURSUANT TO THIS CONTRACT:
- (1) (A) A BASE AMOUNT OF \$1.50 PER CWT FOR ALL USABLE POTATOES, DELIVERY OF WHICH IS ACCEPTED BY THE COMPANY.
- (B) TWENTY-FIVE CENTS (25¢) PER CWT FOR ALL POTATOES NOT MEETING THE REQUIREMENTS OF USABLE POTATOES.
- (2) USABLE POTATOES ARE THOSE POTATOES MEETING THE REQUIREMENTS OF U. S. NO. 2 AND BETTER, ONE AND THREE QUARTERS INCH IN DIAMETER AND NOT DAMAGED BY WIREWORM, NEOMATODE, HOLLOW HEART, FLEA BEETLE OR INTERNAL DISCOLORATION.
- (3) SAID BASE AMOUNT SHALL BE MODIFIED AS FOLLOWS:
- (A) THE BASE AMOUNT SHALL BE INCREASED FOR ALL USABLE POTATOES BY ONE CENT (1¢) PER CWT FOR EACH ONE PERCENT THE GRADE OF ALL POTATOES EXCEEDS 50 PERCENT U. S. NO. 1, 2 INCH OR 4 OUNCE MINIMUM UP TO AND INCLUDING 60 PERCENT.
- (B) THE BASE AMOUNT SHALL BE INCREASED TWO CENTS (2¢) PER CWT FOR EACH ONE PERCENT THE GRADE OF ALL POTATOES EXCEEDS 60 PERCENT U. S. NO. 1, 2 INCH OR 4 OUNCE MINIMUM, UP TO AND INCLUDING 70 PERCENT.
- (C) THE BASE AMOUNT SHALL BE INCREASED ONE CENT (1¢) PER CWT FOR EACH ONE PERCENT THE GRADE OF ALL POTATOES EXCEEDS 70 PERCENT U. S. NO. 1, 2 INCH OR 4 OUNCE MINIMUM UP TO AND INCLUDING 80 PERCENT. ANY POTATO GRADING MORE THAN 80 PERCENT U. S. NO. 1, 2 INCH OR 4 OUNCE MINIMUM WILL BE PAID FOR AT THE SAME PRICE AS 80 PERCENT.
- (D) THE BASE AMOUNT SHALL BE DECREASED FOR ALL USABLE POTATOES BY ONE CENT (1¢) PER CWT FOR EACH ONE PERCENT THE GRADE OF ALL POTATOES FALLS BELOW 50 PERCENT U. S. NO. 1, 2 INCH OR 4 OUNCE MINIMUM, DOWN TO AND INCLUDING 40 PERCENT.
- (E) THE BASE AMOUNT SHALL BE DECREASED TWO CENTS (2¢) PER CWT FOR EACH ONE PERCENT THE GRADE OF ALL POTATOES FALLS BELOW 40 PERCENT U. S. NO. 1, 2 INCH OR 4 OUNCE MINIMUM DOWN TO AND INCLUDING 30 PERCENT.
- (F) THE BASE AMOUNT SHALL BE DECREASED ONE CENT (1¢) PER CWT FOR EACH ONE PERCENT THE GRADE OF ALL POTATOES FALLS BELOW 30 PERCENT U. S. NO. 1, 2 INCH OR 4 OUNCE MINIMUM DOWN TO AND INCLUDING 20 PERCENT. POTATOES GRADING LESS THAN 20 PERCENT U. S. NO. 1, 2 INCH OR 4 OUNCE MINIMUM, IF ACCEPTED BY THE COMPANY WILL BE PAID FOR AT THE SAME PRICE AS 20 PERCENT.
- (G) THE BASE AMOUNT SHALL BE INCREASED FOR ALL USABLE POTATOES BY ONE CENT (1¢) PER CWT FOR EACH ONE PERCENT THE GRADE OF ALL USABLE POTATOES EXCEEDS 25 PERCENT 10 OUNCE AND LARGER UP TO AND INCLUDING 35 PERCENT 10 OUNCE AND LARGER.
- (H) THE BASE AMOUNT SHALL BE DECREASED FOR ALL USABLE POTATOES BY ONE CENT (1¢) PER CWT FOR EACH ONE PERCENT THE GRADE OF ALL USABLE POTATOES FALLS BELOW 25 PERCENT, 10 OUNCE AND LARGER DOWN TO AND INCLUDING 15 PERCENT, 10 OUNCE AND LARGER.
- (I) FOR ALL POTATOES DELIVERED FROM GROWER'S FIELD TO COMPANY'S PLANT OR PLANT STORAGE:
- (1) AN ADDITIONAL ONE CENT (1¢) PER CWT FOR EACH 3 PERCENT OVER 50 PERCENT BRUISE-FREE BY COUNT ON ALL USABLE POTATOES TWO INCHES OR OVER TO A MAXIMUM PAYMENT OF TEN CENTS (10¢) PER CWT;
- (2) A DEDUCTION OF ONE CENT (1¢) PER CWT FOR EACH 3 PERCENT UNDER 50 PERCENT BRUISE-FREE BY COUNT ON ALL USABLE POTATOES TWO INCHES OR OVER TO A MAXIMUM DEDUCTION OF TEN CENTS (10¢) PER CWT;
- (J) FOR ALL POTATOES DELIVERED TO COMPANY'S PLANT FROM ANY STORAGE UNDER AN OUT CONTRACT:
- (1) AN INCREASE OF ONE CENT (1¢) PER CWT FOR EACH 3 PERCENT OVER 45 PERCENT BRUISE-FREE BY COUNT ON ALL USABLE POTATOES TWO INCHES OR OVER TO A MAXIMUM PAYMENT OF TEN CENTS (10¢) PER CWT;
- (2) A DECREASE OF ONE CENT (1¢) PER CWT FOR EACH 3 PERCENT UNDER 45 PERCENT BRUISE-FREE BY COUNT ON ALL USABLE POTATOES TWO INCHES OR OVER TO A MAXIMUM DEDUCTION OF TEN CENTS (10¢) PER CWT;
- (K) TO COMPUTE PREMIUM OR REDUCTION OF PAYMENT AS SET FORTH IN SECTION 5A(3) (A), (B), (C), (D), (E), (F), (G) AND (H) PERCENTAGES OF SIZE AND GRADE SHALL BE CALCULATED AFTER DEDUCTING FROM TOTAL WEIGHT, DIRT AND FOREIGN MATTER ONLY.

PAYMENT DATES

- B. THE BASE PRICE PER CWT OF POTATOES AS MODIFIED BY 5-A ABOVE SHALL BE INCREASED ONE CENT (1¢) PER WEEK FOR EACH WEEK OR PART THEREOF SAID POTATOES ARE IN STORAGE UNDER AN OUT CONTRACT COMMENCING NOVEMBER 4, 1968;
- C. COMPANY SHALL PAY FIVE CENTS (5¢) PER CWT, LESS DIRT AND FOREIGN MATTER, AS STORAGE CHARGES ON POTATOES PLACED IN GROWER'S STORAGE PURSUANT TO THIS CONTRACT; PROVIDED HOWEVER THAT NO STORAGE CHARGES SHALL BE PAYABLE AS TO ANY POTATOES REFUSED BY COMPANY UNDER THE TERMS OF THIS CONTRACT;
- D. PAYMENT FOR ALL POTATOES CONTRACTED FOR UNDER AN OUT CONTRACT SHALL BE MADE AS FOLLOWS:
- (1) FIFTY CENTS (50¢) PER CWT ON THE ESTIMATED TOTAL WEIGHT OF POTATOES PLACED IN STORAGE PAYABLE ON OR ABOUT NOVEMBER 18, 1968; PROVIDED THAT COMPANY RESERVES RIGHT TO WITHDRAW REPRESENTATIVE SAMPLES OF THE POTATOES CONTAINED IN SAID STORAGE AND PROVIDED SAID SAMPLES INDICATE GROWER'S POTATOES TO BE ELIGIBLE FOR SAID PAYMENT. COMPANY SHALL DETERMINE THE SIZE AND NUMBER OF SUCH SAMPLES;
- (2) FORTY CENTS (40¢) PER CWT ON THE ESTIMATED TOTAL WEIGHT OF POTATOES REMAINING IN STORAGE AS OF JANUARY 1, 1969 PAYABLE ON OR ABOUT JANUARY 20, 1969;
- (3) THE BALANCE SHALL BE PAID WITHIN 30 DAYS FOLLOWING COMPLETION OF DELIVERY OF ALL POTATOES CONTRACTED FOR HEREIN FROM GROWER'S OR COMPANY'S STORAGE TO COMPANY'S PROCESSING PLANT.

Grower 173-5763

Landlord _____

POTATO GROWING AND SALE CONTRACT
ORE-IDA FOODS, INC.(X) IN () OUT
B-2 (4-2-68) B-585GROWER NO. 173-5763

POOR ORIGINAL

THIS AGREEMENT ENTERED INTO THIS 10 DAY OF April 1968 BETWEEN ORE-IDA FOODS, INC., A
DELAWARE CORPORATION HAVING ITS PRINCIPAL PLACE OF BUSINESS AT ONTARIO, OREGON (HEREINAFTER REFERRED TO AS "COMPANY") AND
Robert Jarolimek & Sons OF Route 2, Burley, Idaho (HEREINAFTER REFERRED TO AS "GROWER"),

WITNESSETH:

IN CONSIDERATION

OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. GROWER AGREES AT HIS SOLE COST AND EXPENSE TO PLANT IN THE PROPER SEASON 50 75 ACRES OF R. Burbank (VARIETY) POTATOES
 (HEREINAFTER REFERRED TO AS "POTATO CROP" OR "CROP") ON THE LANDS DESCRIBED BELOW AND THEREAFTER TO PROPERLY CULTIVATE, WEED,
 FERTILIZE, IRRIGATE AND OTHERWISE CARE FOR SAME IN ACCORDANCE WITH THE BEST FARMING PRACTICES AND TO HARVEST SAID CROP AT A TIME AND
 IN A MANNER ACCEPTABLE TO COMPANY;
 A. THE DUTIES OF GROWER SHALL AT ALL TIMES BE SUBJECT TO THE ADVICE AND GUIDANCE OF THE AGENTS OF COMPANY; SAID AGENTS SHALL AT ALL
 TIMES HAVE THE RIGHT TO ENTER UPON GROWER'S REAL PROPERTY FOR THE PURPOSES OF INSPECTING THE POTATO CROP AND THE CARE BEING GIVEN
 THERETO BY GROWER;
 B. IF IN THE OPINION OF COMPANY OR ITS AGENTS GROWER IS FAILING IN ANY RESPECT TO PROPERLY PLANT, CARE FOR, OR HARVEST THE POTATO
 CROP, COMPANY MAY AT ITS OPTION ASSUME THE ACTIVE CARE, CONTROL AND MANAGEMENT OF THE GROWING AND HARVESTING OF THE POTATO CROP
 AND ALL COSTS AND EXPENSES IN CONNECTION THEREWITH SHALL BE REPAID TO COMPANY BY GROWER BY DEDUCTING ANY AMOUNTS DUE COMPANY FROM
 ANY SUMS THAT MAY BE DUE GROWER BY COMPANY;
 C. GROWER SHALL PLANT, HARVEST AND DELIVER THE POTATO CROP AT THE TIME AND IN THE MANNER DIRECTED BY THE COMPANY; SPECIFICALLY BUT
 WITHOUT LIMITATION OF THE FOREGOING, GROWER SHALL MAKE EVERY EFFORT TO KILL VINES AT LEAST 21 DAYS PRIOR TO HARVEST BUT IN NO
 EVENT SHALL VINES BE KILLED LESS THAN 14 DAYS PRIOR TO HARVEST; GROWER SHALL DELAY HARVEST SUCH ADDITIONAL TIME AS MAY BE NECES-
 SARY TO ASSURE SKIN MATURITY. HARVESTING OR DELIVERY TO STORAGE MAY BE DELAYED IF PULP TEMPERATURES OF POTATOES ARE OVER 65
 DEGREES FAHRENHEIT OR UNDER 38 DEGREES FAHRENHEIT. FAILURE TO FOLLOW SUCH DIRECTIONS SHALL CONSTITUTE A MATERIAL BREACH OF THE
 CONTRACT, JUSTIFYING COMPANY REJECTING DELIVERY OF POTATOES TENDERED HEREUNDER;

LAND
DESCRIP-
TION

2. GROWER SHALL GROW THE POTATO CROP CONTRACTED FOR HEREIN ON THE FOLLOWING-DESCRIBED LANDS: Sec. 1 T-11 R-21 Sec. 4, T-11 R-22

GROWER
STATUS

- SITUATE IN THE COUNTY OF Cassia STATE OF Idaho (HEREINAFTER REFERRED TO AS "PROPERTY");
 A. GROWER COVENANTS THAT HE IS THE OWNER/LESSEE OF THE PROPERTY AND THAT HE HAS FULL AUTHORITY TO ENTER INTO THIS CONTRACT;
 B. (TO BE COMPLETED IF GROWER IS LESSEE). GROWER'S LANDLORD IS None AND THE PROPERTY SHALL
 BE FARMED UNDER A CASH/SHARE LEASE;
 C. GROWER WARRANTS THAT THERE ARE NO LIENS THAT RELATE TO THE CROPS GROWING OR TO BE GROWN HEREUNDER EXCEPT THE FOLLOWING:

LIENS

Idaho Bank & Trust, Burley, Idaho

(IF NONE, SO INDICATE);

SEED

3. GROWER AGREES THAT ALL SEED PLANTED PURSUANT TO THIS CONTRACT SHALL BE CERTIFIED OR SHALL HAVE BEEN APPROVED IN WRITING BY COMPANY;
 IT BEING UNDERSTOOD HOWEVER THAT APPROVAL OF SEED BY COMPANY SHALL NOT CONSTITUTE A WARRANTY, EXPRESSED OR IMPLIED, AS TO THE
 QUALITY OR PRODUCTIVENESS OF THE SEED SO APPROVED;
4. A. THE POTATOES CONTRACTED FOR HEREIN SHALL AT COMPANY'S OPTION BE DELIVERED TO COMPANY PLANT OR TO STORAGE;
 B. IF COMPANY DIRECTS GROWER TO PLACE POTATOES IN STORAGE IT IS UNDERSTOOD THAT COMPANY WILL HAVE ACCESS TO SAID STORAGE FACILITIES
 AND MAY REMOVE POTATOES THEREFROM AT THE CONVENIENCE OF COMPANY;
 C. IF POTATOES ARE STORED IN GROWER'S STORAGE, GROWER ASSUMES RESPONSIBILITY FOR MAINTAINING THE POTATOES AT PROPER STORAGE TEM-
 PERATURES AND HUMIDITY AND FOR ALL COSTS OF STORAGE INCLUDING ELECTRICITY. THE PULP TEMPERATURE OF SAID POTATOES SHALL BE MAIN-
 TAINED AT NOT LESS THAN 42 DEGREES FAHRENHEIT OR MORE THAN 45 DEGREES FAHRENHEIT, AND THE HUMIDITY SHALL BE MAINTAINED AT NOT
 LESS THAN 85 PERCENT. IF THE STORAGE SHALL BE OWNED OR LEASED BY GROWER, COMPANY SHALL HAVE THE FURTHER RIGHT TO REQUIRE HEATING
 OR OTHER EQUIPMENT TO BE PLACED IN SAID STORAGE AT GROWER'S EXPENSE TO BRING THE TEMPERATURE THEREIN UP TO A LEVEL NOT TO EXCEED
 60 DEGREES FAHRENHEIT FOR A PERIOD OF AT LEAST TWO WEEKS PRIOR TO DELIVERY;
 D. COMPANY RESERVES THE RIGHT TO SPROUT INHIBIT POTATOES COVERED HEREUNDER AND STORED IN GROWER'S CELLAR;
5. A. COMPANY SHALL PAY GROWER AS FOLLOWS FOR ALL POTATOES DELIVERED PURSUANT TO THIS CONTRACT:
 (1) (A) A BASE AMOUNT OF \$1.50 PER CWT FOR ALL USABLE POTATOES, DELIVERY OF WHICH IS ACCEPTED BY THE COMPANY.
 (B) TWENTY-FIVE CENTS (25¢) PER CWT FOR ALL POTATOES NOT MEETING THE REQUIREMENTS OF USABLE POTATOES.
 (2) USABLE POTATOES ARE THOSE POTATOES MEETING THE REQUIREMENTS OF U. S. NO. 2 AND BETTER, ONE AND THREE QUARTERS INCH IN DIAME-
 TER AND NOT DAMAGED BY WIREWORM, NEOMATODE, HOLLOW HEART, FLEA BEETLE OR INTERNAL DISCOLORATION.
 (3) SAID BASE AMOUNT SHALL BE MODIFIED AS FOLLOWS:
 (A) THE BASE AMOUNT SHALL BE INCREASED FOR ALL USABLE POTATOES BY ONE CENT (1¢) PER CWT FOR EACH ONE PERCENT THE GRADE OF ALL
 POTATOES EXCEEDS 50 PERCENT U. S. NO. 1, 2 INCH OR 4 OUNCE MINIMUM UP TO AND INCLUDING 60 PERCENT.
 (B) THE BASE AMOUNT SHALL BE INCREASED TWO CENTS (2¢) PER CWT FOR EACH ONE PERCENT THE GRADE OF ALL POTATOES EXCEEDS 60 PER-
 CENT U. S. NO. 1, 2 INCH OR 4 OUNCE MINIMUM, UP TO AND INCLUDING 70 PERCENT.
 (C) THE BASE AMOUNT SHALL BE INCREASED ONE CENT (1¢) PER CWT FOR EACH ONE PERCENT THE GRADE OF ALL POTATOES EXCEEDS 70 PER-
 CENT U. S. NO. 1, 2 INCH OR 4 OUNCE MINIMUM UP TO AND INCLUDING 80 PERCENT. ANY POTATO GRADING MORE THAN 80 PERCENT U. S.
 NO. 1, 2 INCH OR 4 OUNCE MINIMUM WILL BE PAID FOR AT THE SAME PRICE AS 80 PERCENT.
 (D) THE BASE AMOUNT SHALL BE DECREASED FOR ALL USABLE POTATOES BY ONE CENT (1¢) PER CWT FOR EACH ONE PERCENT THE GRADE OF ALL
 POTATOES FALLS BELOW 50 PERCENT U. S. NO. 1, 2 INCH OR 4 OUNCE MINIMUM, DOWN TO AND INCLUDING 40 PERCENT.
 (E) THE BASE AMOUNT SHALL BE DECREASED TWO CENTS (2¢) PER CWT FOR EACH ONE PERCENT THE GRADE OF ALL POTATOES FALLS BELOW 40
 PERCENT U. S. NO. 1, 2 INCH OR 4 OUNCE MINIMUM DOWN TO AND INCLUDING 30 PERCENT.
 (F) THE BASE AMOUNT SHALL BE DECREASED ONE CENT (1¢) PER CWT FOR EACH ONE PERCENT THE GRADE OF ALL POTATOES FALLS BELOW 30
 PERCENT U. S. NO. 1, 2 INCH OR 4 OUNCE MINIMUM DOWN TO AND INCLUDING 20 PERCENT. POTATOES GRADING LESS THAN 20 PERCENT
 U. S. NO. 1, 2 INCH OR 4 OUNCE MINIMUM, IF ACCEPTED BY THE COMPANY WILL BE PAID FOR AT THE SAME PRICE AS 20 PERCENT.
 (G) THE BASE AMOUNT SHALL BE INCREASED FOR ALL USABLE POTATOES BY ONE CENT (1¢) PER CWT FOR EACH ONE PERCENT THE GRADE OF
 ALL USABLE POTATOES EXCEEDS 25 PERCENT 10 OUNCE AND LARGER UP TO AND INCLUDING 35 PERCENT 10 OUNCE AND LARGER.
 (H) THE BASE AMOUNT SHALL BE DECREASED FOR ALL USABLE POTATOES BY ONE CENT (1¢) PER CWT FOR EACH ONE PERCENT THE GRADE OF
 ALL USABLE POTATOES FALLS BELOW 25 PERCENT, 10 OUNCE AND LARGER DOWN TO AND INCLUDING 15 PERCENT, 10 OUNCE AND LARGER.
 (I) FOR ALL POTATOES DELIVERED FROM GROWER'S FIELD TO COMPANY'S PLANT OR PLANT STORAGE:
 (1) AN ADDITIONAL ONE CENT (1¢) PER CWT FOR EACH 3 PERCENT OVER 50 PERCENT BRUISE-FREE BY COUNT ON ALL USABLE POTATOES
 TWO INCHES OR OVER TO A MAXIMUM PAYMENT OF TEN CENTS (10¢) PER CWT;
 (2) A DEDUCTION OF ONE CENT (1¢) PER CWT FOR EACH 3 PERCENT UNDER 50 PERCENT BRUISE-FREE BY COUNT ON ALL USABLE POTATOES
 TWO INCHES OR OVER TO A MAXIMUM DEDUCTION OF TEN CENTS (10¢) PER CWT;
 (J) FOR ALL POTATOES DELIVERED TO COMPANY'S PLANT FROM ANY STORAGE UNDER AN OUT CONTRACT:
 (1) AN INCREASE OF ONE CENT (1¢) PER CWT FOR EACH 3 PERCENT OVER 45 PERCENT BRUISE-FREE BY COUNT ON ALL USABLE POTATOES
 TWO INCHES OR OVER TO A MAXIMUM PAYMENT OF TEN CENTS (10¢) PER CWT;
 (2) A DECREASE OF ONE CENT (1¢) PER CWT FOR EACH 3 PERCENT UNDER 45 PERCENT BRUISE-FREE BY COUNT ON ALL USABLE POTATOES
 TWO INCHES OR OVER TO A MAXIMUM DEDUCTION OF TEN CENTS (10¢) PER CWT;
 (K) TO COMPUTE PREMIUM OR REDUCTION OF PAYMENT AS SET FORTH IN SECTION 5A(3) (A), (B), (C), (D), (E), (F), (G) AND (H) PER-
 CENTAGES OF SIZE AND GRADE SHALL BE CALCULATED AFTER DEDUCTING FROM TOTAL WEIGHT, DIRT AND FOREIGN MATTER ONLY.
- B. THE BASE PRICE PER CWT OF POTATOES AS MODIFIED BY 5-A ABOVE SHALL BE INCREASED ONE CENT (1¢) PER WEEK FOR EACH WEEK OR PART
 THEREOF SAID POTATOES ARE IN STORAGE UNDER AN OUT CONTRACT COMMENCING NOVEMBER 4, 1968;
- C. COMPANY SHALL PAY FIVE CENTS (5¢) PER CWT, LESS DIRT AND FOREIGN MATTER, AS STORAGE CHARGES ON POTATOES PLACED IN GROWER'S STOR-
 AGE PURSUANT TO THIS CONTRACT; PROVIDED HOWEVER THAT NO STORAGE CHARGES SHALL BE PAYABLE AS TO ANY POTATOES REFUSED BY COMPANY
 UNDER THE TERMS OF THIS CONTRACT;
- D. PAYMENT FOR ALL POTATOES CONTRACTED FOR UNDER AN OUT CONTRACT SHALL BE MADE AS FOLLOWS:
 (1) FIFTY CENTS (50¢) PER CWT ON THE ESTIMATED TOTAL WEIGHT OF POTATOES PLACED IN STORAGE PAYABLE ON OR ABOUT NOVEMBER 18, 1968;
 PROVIDED THAT COMPANY RESERVES RIGHT TO WITHDRAW REPRESENTATIVE SAMPLES OF THE POTATOES CONTAINED IN SAID STORAGE AND PRO-
 VIDED SAID SAMPLES INDICATE GROWER'S POTATOES TO BE ELIGIBLE FOR SAID PAYMENT. COMPANY SHALL DETERMINE THE SIZE AND NUMBER
 OF SUCH SAMPLES;
 (2) FORTY CENTS (40¢) PER CWT ON THE ESTIMATED TOTAL WEIGHT OF POTATOES REMAINING IN STORAGE AS OF JANUARY 1, 1969 PAYABLE ON OR
 ABOUT JANUARY 20, 1969;
 (3) THE BALANCE SHALL BE PAID WITHIN 30 DAYS FOLLOWING COMPLETION OF DELIVERY OF ALL POTATOES CONTRACTED FOR HEREIN FROM GROWER'S
 OR COMPANY'S STORAGE TO COMPANY'S PROCESSING PLANT;

PAYMENT
DATES



EARNEST MONEY AGREEMENT

Form No. RE-21

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.
RECEIVED OF: Le Roy Jaroslimsky and David Jaroslimsky, 1968

herein called "Buyer," the sum of Five thousand and no/100 (\$ 5,000) Dollars
in the form of check paid to the broker as earnest money and in part payment of the purchase price for the following property
situate in Bliss County, Idaho. SE 1/4 of Section 30, T4N, R10E, B1E

Buyer hereby offers to purchase the above described property in its present condition, after full inspection on the terms and conditions herein provided, and in consideration of Seller's refraining from offering said property for sale to any other person within 30 days from date, agrees not to withdraw this offer during said period.

Included as part of the property sold to the buyer are such of the following items as may now be on the premises, which will be delivered free and clear of encumbrances: All existing linoleum, window screens, screen doors, television antennae, shades, venetian blinds, curtain rods, attached lighting, plumbing and bathroom fixtures, water-heating apparatus and fixtures, awnings, ventilating, cooling and heating systems, irrigation fixtures and equipment, trees, plants and shrubs and all other attached fixtures not herein reserved or excepted; together with the following personal property:

The total purchase price is: Twenty six thousand four hundred and no/100 (\$ 26,400) Dollars
and after deducting the sum hereinbefore receipted for the balance shall be payable as follows:

- 11/1/68 - 2312.00
- 2/15/69 - 6336.00
- 2/15/70 - 6336.00
- 2/15/71 - 6336.00

POOR ORIGINAL

Interest of 6% per annum payable with each payment
after date of 11/1/68. Seller to be compensated as usual.

Seller authorizes the real estate broker, hereinafter referred to as "Broker," to order and charge to Seller's account, immediately upon acceptance of this offer, and of assurance of any contemplated financing, if provided for hereinabove, either a policy of Title Insurance (using a preliminary title report prior to close of sale, after which the Title Insurance Policy will be issued) or, at the Seller's option an abstract of title certified to a date subsequent hereto evidencing condition of the title for inspection and approval of the Buyer. If Buyer's approval of the condition of the title is withheld, Buyer shall have 10 days after receipt of evidence of title in which to deliver to Seller or Broker written objections thereto. Failure to so object within the 10 day time limit provided shall be deemed approval and acceptance of the condition of the title. The Broker shall in no way be responsible for delivery to Buyer, or condition of the title.

The earnest money deposited herein shall be refunded to Buyer and this agreement voided if the Seller fails to accept Buyer's offer within the time provided, or if merchantable title cannot be delivered within a reasonable time. Should the improvements on subject property be materially damaged by fire or otherwise, prior to closing this sale, this agreement shall be voidable at the option of the Buyer.

Unless otherwise provided herein, the real property shall be conveyed by warranty deed, free of encumbrances except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements of record. Any encumbrances to be discharged by Seller may be paid out of the purchase money at date of closing.

The parties hereto authorize the Broker to arrange financing, if financing is required and Buyer agrees to use his best efforts to obtain such financing. Financing costs shall be paid by Buyer. However, if FHA or GI regulations apply to limit Buyer's loan service fee, Seller agrees to pay any excess thereof.

All taxes, rents, insurance premiums and accruing interest shall be prorated as of possession date, which shall be 1/1/69, 1968.

In case the Buyer shall fail to promptly perform any covenant or agreement aforesaid and to do all things necessary and prerequisite to the consummation of this sale, the Seller may declare a forfeiture of this contract, and all rights of the Buyer shall cease and payments made by him may be retained by the Seller as liquidated damages, and not as a penalty, or the Seller may pursue any other remedy available under the laws of the state of Idaho. In any action brought upon this agreement, the prevailing party shall be entitled to reasonable attorney fees.

This agreement shall bind the heirs, executors, administrators, successors and assigns of the respective parties hereto, and time is of the essence hereof. There are no verbal agreements which modify the terms and conditions hereof.

BUYER: Le Roy + David Jaroslimsky
BUYER: By Le Roy Jaroslimsky, Partner (Address)
SELLER ACCEPTS the foregoing terms and conditions and agrees to sell the above property to Buyer and to pay the Broker a commission

proceeds of this sale. In the event the earnest money receipted for in connection with this sale is forfeited, Seller agrees that it shall be apportioned to the Broker to the extent of the agreed upon commission with the remainder thereof, if any, to be paid to the Seller.

SELLER: Mr. Murray
SELLER: By Mr. Murray SS.

OF Idaho, COUNTY OF Bliss
on this 10 day of January, 1968, before me, a Notary Public in and for said
personally appeared Le Roy Jaroslimsky & David Jaroslimsky, known to me to be the person
names are subscribed to the within instrument, and acknowledged to me that they executed the same.

MICROFILMED
OCT 28 1994

111
Burley, Idaho
May 8, 1968

POOR ORIGINAL

ONE-IDA FOODS INC.

Burley, Idaho

Dear Sirs;

1
Green
we authorize ONE - IDA FOODS INC. to increase the acreage
on our contract from 50 acres to 75 acres.

Sincerely,

Robert Jarolimuk + Lona
Partner LaRoz Jarolimuk

MICROFILMED
OCT 28 1994

- DEFINITIONS 7. A. BRUISE-FREE IS DEFINED AS FOLLOWS:
- (1) WITH RESPECT TO THOSE POTATOES DELIVERED FROM FIELD TO COMPANY'S PLANT OR PLANT STORAGE, BRUISE-FREE IS THE COMPLETE ABSENCE OF ANY DISCOLORATION, NO MATTER HOW SLIGHT, OF THE PEELED POTATO CAUSED BY MECHANICAL INJURY OR IMPACT INFLECTED DURING HARVESTING, HAULING OR UNLOADING;
 - (2) WITH RESPECT TO THOSE POTATOES DELIVERED FROM GROWER-OWNED, -LEASED, OR-CONTROLLED STORAGE UNDER AN OUT CONTRACT, BRUISE-FREE IS THE COMPLETE ABSENCE OF ANY DISCOLORATION OF THE PEELED POTATO CAUSED BY MECHANICAL INJURY OR IMPACT INFLECTED DURING HARVESTING, HAULING, OR STORAGE PILING, EXCEPT FOR DISCOLORATION LESS THAN THREE-SIXTEENTHS OF AN INCH IN DIAMETER IF THE BRUISE IS LIGHT IN COLOR OR LESS THAN ONE-EIGHTH OF AN INCH IN DIAMETER IF THE BRUISE IS DARK IN COLOR;
- B. THE PERCENT OF BRUISE-FREE POTATOES SHALL BE DETERMINED BY DIVIDING THE NUMBER OF BRUISE-FREE POTATOES OVER TWO INCHES BY THE TOTAL NUMBER OF POTATOES OVER TWO INCHES IN THE SAMPLE;
- TITLE AND RISK OF LOSS OF REFUSAL 8. TITLE TO THE POTATO CROP SHALL BE IN THE COMPANY AT ALL TIMES; PROVIDED HOWEVER THAT IF COMPANY REFUSES TO ACCEPT DELIVERY OF ALL OR ANY PART OF THE CROP THEN TITLE TO THE REFUSED PORTION OF THE CROP SHALL VEST IN THE GROWER AS OF THE DATE AND TIME OF REFUSAL AND THE GROWER SHALL THEREAFTER DISPOSE OF SAID POTATOES AS HE SEES FIT. RISK OF LOSS SHALL REMAIN IN GROWER UNTIL POTATOES ARE ACCEPTED BY COMPANY;
9. COMPANY MAY REFUSE TO ACCEPT DELIVERY OF AND SHALL NOT BE OBLIGATED TO PAY FOR ANY PORTION OR PORTIONS OR ALL OF SAID POTATO CROP AT ANY TIME BEFORE, DURING OR AFTER HARVEST OR STORAGE THEREOF OR AT COMPANY OPTION, RENEGOTIATE PRICES IF ANY OF THE FOLLOWING CONDITIONS EXIST:
- A. THE REFUSED POTATOES CONTAIN FROZEN, FROST-DAMAGED OR IMMATURE POTATOES;
 - B. THE REFUSED POTATOES CONTAIN NEOMATOES, SYMPHYLLID OR RING ROT;
 - C. MORE THAN 6 PERCENT OF THE REFUSED PORTION OR REFUSED CROP OF POTATOES IS DAMAGED BY WIRE WORM, OR FLEA BEETLE OR COMBINATION THEREOF;
 - D. MORE THAN 5 PERCENT OF THE REFUSED PORTION OR REFUSED CROP OF POTATOES IS AFFECTED BY WATER ROT, BACTERIAL ROT, JELLY END, PIT SCAB, INTERNAL DISCOLORATION, HOLLOW HEART OR ANY COMBINATION THEREOF;
 - E. THE REFUSED LOAD CONTAINS MORE THAN 15 PERCENT DIRT OR FOREIGN MATTER;
 - F. PRIOR TO HARVESTING, COMPANY IN GOOD FAITH BELIEVES THAT THE REFUSED POTATOES WILL GRADE LESS THAN 20 PERCENT U. S. NO. 1 (TWO INCHES OR FOUR OUNCES MINIMUM) OR, IN FACT, AFTER DIGGING THE REFUSED POTATOES CONTAIN LESS THAN 20 PERCENT U. S. NO. 1 (TWO INCHES OR FOUR OUNCES MINIMUM);
 - G. THE REFUSED POTATOES EXCEED PERMITTED TOLERANCE OF ANY CHEMICAL PESTICIDE, HERBICIDE, OR FUNGICIDE ESTABLISHED BY THE ANALYSIS PURSUANT TO SECTION 15;
 - H. THE REFUSED POTATOES TEST LESS THAN 1.0724 SPECIFIC GRAVITY (19.1 PERCENT SOLIDS). THIS DETERMINATION MAY, AT COMPANY OPTION, BE MADE PRIOR TO HARVEST AT THE TIME OF STORAGE OR AT THE TIME COMPANY DESIRES TO PROCESS GROWER'S POTATOES. TESTS FOR SPECIFIC GRAVITY SHALL BE MADE BY USE OF THE STANDARD HYDROMETER METHOD OR OTHER METHOD ACCEPTABLE TO COMPANY. EITHER THE COMPANY OR THE GROWER MAY ORDER A RETESTING OF ANY POTATOES FOR SPECIFIC GRAVITY. ANY SUCH RETESTING SHALL BE BY THE FEDERAL-STATE INSPECTION SERVICE, SHALL BE BINDING UPON THE PARTIES AND SHALL BE AT THE SOLE COST OF THE PARTY REQUESTING THE RETESTING;
 - I. THE REFUSED POTATOES CONTAIN POTATOES THE SUGAR CONTENT OF WHICH IS SUCH THAT MORE THAN FIVE PERCENT OF THE SLICES OR PLUGS TAKEN FROM A SAMPLE OF THE REFUSED POTATOES EXCEED COLOR 4 WHEN FRIED IN 375-DEGREE FAHRENHEIT OIL FOR TWO AND ONE-HALF MINUTES OR AT SUCH TEMPERATURE AND TIME AS GENERALLY WOULD BE NECESSARY TO ACHIEVE COLOR 1;
- REFUSAL BY COMPANY OF GROWER'S CROP OR ANY PART THEREOF SHALL NOT AFFECT GROWER'S OBLIGATION TO REIMBURSE COMPANY FOR ALL ADVANCES IN MATERIALS, SERVICES OR MONIES MADE BY COMPANY TO GROWER. REFUSAL TO ACCEPT DELIVERY OF ANY PART OR PARTS OF THE CROP SHALL NOT RELIEVE GROWER FROM HIS OBLIGATION TO TENDER THE BALANCE OF THE CROP. ANY RIGHT GROWER MAY HAVE TO DISPOSE OF HIS POTATOES BECAUSE OF COMPANY'S REFUSAL TO ACCEPT DELIVERY SHALL AT ALL TIMES BE SUBORDINATE TO ANY INDEBTEDNESS GROWER MAY HAVE TO COMPANY AND TO ANY EXISTING LIENS OR SIMILAR INTERESTS IN SAID POTATOES;
- HAULING ASSISTANCE 10. A. FOR POTATOES DELIVERED DIRECTLY FROM FIELD TO COMPANY'S PLANT OR PLANT STORAGE, COMPANY SHALL COMPENSATE GROWER AT THE RATE OF .003 CENTS PER CWT PER MILE (ONE WAY) FOR ALL USABLE POTATOES FOR EACH MILE OVER EIGHT MILES THAT THE POTATOES ARE HAULED, MEASURED FROM THE NEAREST ACCESS ROAD AT THE PROPERTY TO THE POINT OF DELIVERY DESIGNATED BY COMPANY. MAXIMUM MILEAGE PAYABLE BY COMPANY UNDER THIS CONTRACT IS 34 MILES. TOTAL MILES HAULED IS 7 MILES. HAULING ASSISTANCE UNDER THIS CONTRACT IS 0 CENTS (0) PER CWT;
- B. FOR POTATOES DELIVERED BY GROWER FROM STORAGE TO COMPANY'S PLANT UNDER AN OUT CONTRACT, COMPANY WILL PAY UP TO TWENTY-FIVE CENTS (25¢) PER CWT (FIRST NET) FOR HAULING AND LOADING CHARGES AT THE PUC RATE FROM POINT OF STORAGE TO COMPANY'S PLANT; PROVIDED HOWEVER THAT NO PAYMENT WILL BE MADE BY COMPANY FOR HAULING AND LOADING OF DIRT, ROCKS, OR OTHER FOREIGN MATTER IN EXCESS OF 5 PERCENT OF THE LOAD. GROWER WILL PAY ALL HAULING AND LOADING CHARGES IN EXCESS OF THE ABOVE-STATED AMOUNT;
- C. COMPANY RESERVES RIGHT TO HAUL POTATOES FROM GROWER'S STORAGE TO COMPANY'S PLANT OR TO SELECT THE TRUCKER FOR SUCH HAULING. FOR ALL POTATOES HAULED BY COMPANY OR COMPANY-SELECTED TRUCKER, GROWER SHALL BE CHARGED PURSUANT TO THE RATE DESCRIBED IN 10-B ABOVE;
11. IN THE EVENT OF FIRE, STRIKES, WARS, ACTS OF GOD, CIVIL INTERFERENCE, OR OTHER EVENTS BEYOND THE CONTROL OF GROWER OR COMPANY WHICH PREVENT GROWER OR COMPANY FROM PERFORMANCE IN FULL OR IN PART OF THE TERMS OF THIS CONTRACT, IT IS AGREED THAT SUCH FAILURE OF PERFORMANCE SHALL BE EXCUSED AND SHALL NOT FORM THE BASIS FOR ANY CLAIM OF DAMAGES OR BREACH OF CONTRACT EXCEPT THAT THE GROWER SHALL, NOTWITHSTANDING THE FOREGOING, PAY TO COMPANY THE UNPAID BALANCE DUE FOR ANY MATERIAL, SERVICES, OR MONIES FURNISHED FOR ANY REASON BY COMPANY TO GROWER;
- THIRD PARTY CLAIMS 12. A. GROWER SHALL NOT PLOW UNDER OR DESTROY OR ATTEMPT TO SELL OR MORTGAGE THE POTATOES GROWN PURSUANT TO THIS CONTRACT WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY;
- B. IN THE EVENT THAT ANY PERSON OTHER THAN GROWER SHALL CLAIM ANY PART OF THE PURCHASE PRICE HEREIN AGREED TO BE PAID TO GROWER, COMPANY SHALL WITHHOLD PAYMENT FROM SUCH CLAIMANT AND FROM GROWER UNTIL SUMS PROPERLY PAYABLE TO CLAIMANT OR GROWER HAVE BEEN AGREED UPON BY THEM OR JUDICIALLY DETERMINED;
- ACTS OF COMPANY 13. THE COMPANY, ITS OFFICERS, EMPLOYEES, OR AGENTS SHALL NOT BE LIABLE TO GROWER IN ANY MANNER FOR THE ACTS OR OMISSIONS TO ACT OF SUCH OFFICERS, EMPLOYEES, OR AGENTS WITH RESPECT TO THE CROP AND GROWER ASSUMES ALL RISK OF LOSS OR DAMAGE ARISING IN ANY WAY FROM SUCH ACTS OR OMISSIONS TO ACT BY SUCH PERSONS;
- RIGHT TO PERFORMANCE 14. GROWER RECOGNIZES AND EXPRESSLY AGREES WITH COMPANY THAT BECAUSE COMPANY IS IN THE BUSINESS OF PRODUCING LARGE QUANTITIES OF PROCESSED POTATO PRODUCTS EACH SEASON AND HAS MADE EXTENSIVE COMMITMENTS FOR THE PROCESSING AND SALE OF PROCESSED POTATO PRODUCTS FOR THE RETAIL AND INSTITUTIONAL MARKET THROUGHOUT THE UNITED STATES AND RELIES UPON THIS AND OTHER CONTRACTS WITH GROWERS FOR ITS RAW POTATO SUPPLY, AND THE BREACH OF THIS OR ANY OF SAID CONTRACTS WITH GROWER COULD RESULT IN IRREPARABLE INJURY TO COMPANY AND LOSS AND DAMAGE WHICH COULD NOT BE ACCURATELY CALCULATED, THEREFORE COMPANY IS AND SHALL BE ENTITLED TO COMPEL DELIVERY BY GROWER TO COMPANY OF THE POTATOES SUBJECT TO THIS CONTRACT BY ANY LEGAL MEANS OR REMEDY AVAILABLE TO COMPANY AND SPECIFICALLY BUT NOT BY WAY OF LIMITATION IT IS AGREED THAT IF GROWER FAILS TO DELIVER THE POTATOES SUBJECT TO THIS CONTRACT TO COMPANY IN ACCORDANCE WITH THE TERMS HEREOF, COMPANY SHALL BE ENTITLED TO ENTER ONTO THE PREMISES UPON WHICH SAID POTATOES ARE LOCATED AND TAKE POSSESSION OF SAID POTATOES AND REMOVE THE SAME; AND IF SUCH TAKING OF POSSESSION OR REMOVAL IS OPPOSED, COMPANY SHALL BE ENTITLED TO A JUDGMENT OR A DEGREE OF SPECIFIC PERFORMANCE BY GROWER OR COMPANY MAY AT ITS OPTION PURSUE ANY OTHER MEANS AVAILABLE FOR THE RECOVERY OF POSSESSION OF SAID POTATOES;
- PESTICIDES 15. A. GROWER SHALL KEEP COMPLETE AND ACCURATE RECORDS OF ANY AND ALL PESTICIDE CHEMICALS APPLIED ON POTATO GROUND AND/OR POTATO CROP AND FURNISH SAID RECORDS TO THE COMPANY BEFORE DELIVERY OF POTATOES;
- B. THE COMPANY MAY AT ITS OPTION REQUIRE A CHEMICAL PESTICIDE RESIDUE ANALYSIS ON ANY POTATOES TO BE DELIVERED TO COMPANY FOR THE PURPOSE OF DETERMINING THAT SAID POTATOES DO NOT EXCEED THE RESIDUE TOLERANCE AS PERMITTED BY THE FEDERAL FOOD AND DRUG ADMINISTRATION. COST OF ANALYSIS SHALL BE PAID BY GROWER;
- C. GROWER AGREES TO USE IN THE PRODUCTION, TRANSPORTATION AND STORAGE OF THE CROP ONLY THOSE PESTICIDE CHEMICALS THAT ARE REGISTERED UNDER THE FEDERAL INSECTICIDE, FUNGICIDE, RODENTICIDE ACT IN STRICT ACCORDANCE WITH THE PROCEDURE RECOMMENDED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE. GROWER WARRANTS THAT THE CROP WHEN DELIVERED TO COMPANY WILL CONTAIN NO RESIDUE OF ANY PESTICIDE CHEMICAL WHICH IS UNSAFE WITHIN THE MEANING OF SECTION 408 (A) OF THE FEDERAL FOOD, DRUG AND COSMETIC ACT. IN THE EVENT OF NONCOMPLIANCE BY GROWER WITH ALL OR ANY PART OF THIS PROVISION COMPANY MAY AT ITS OPTION REFUSE TO ACCEPT DELIVERY OF THE CROP OR ANY PORTION THEREOF; IN THE EVENT COMPANY REFUSES TO ACCEPT ANY OR ALL OF SAID CROP IT SHALL HAVE NO OBLIGATION TO PAY FOR SAID CROP OR PORTION THEREOF FOUND TO BE UNACCEPTABLE, AND GROWER SHALL AT HIS SOLE COST DISPOSE OF THE REFUSED POTATOES;
- SUCCESSORS AND ASSIGNS 16. THIS CONTRACT SHALL BE BINDING NOT ONLY UPON THE PARTIES HERETO BUT ALSO UPON THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS;
- ENTIRE CONTRACT 17. THIS CONTRACT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND THERE HAVE BEEN NO ORAL OR OTHER AGREEMENTS BETWEEN THESE PARTIES, THEIR EMPLOYEES OR AGENTS WITH RESPECT TO THE POTATO CROP SUBJECT HERETO;
- EFFECT OF DEFAULT 18. TIME IS OF THE ESSENCE. NO WAIVER BY COMPANY OF ANY DEFAULT HEREUNDER BY GROWER OR FAILURE BY GROWER TO STRICTLY PERFORM THIS CONTRACT IN A TIMELY MANNER SHALL CONSTITUTE EITHER A CONTINUING WAIVER OR A WAIVER BY COMPANY OF ANY OTHER DEFAULT OR FAILURE OF PERFORMANCE ON THE PART OF GROWERS; UNLESS COMPANY SO SPECIFIES IN WRITING;
- ASSIGNMENT 19. THIS CONTRACT SHALL NOT BE TRANSFERRED OR ASSIGNED EITHER VOLUNTARILY OR BY OPERATION OF LAW WITHOUT COMPANY'S PRIOR WRITTEN CONSENT;
- ATTORNEY'S FEES 20. IN CASE SUIT OR ACTION IS INSTITUTED TO ENFORCE ANY OF THE TERMS, PROVISIONS OR CONDITIONS OF THIS CONTRACT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER IN ADDITION TO THE COSTS AND DISBURSEMENTS OF SUCH SUIT OR ACTION SUCH SUMS AS THE COURT MAY ADJUDGE REASONABLE AS ATTORNEY'S FEES IN SUCH SUIT OR ACTION.

IN WITNESS WHEREOF

THIS CONTRACT HERETO SIGNED AND DELIVERED AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN



State of Idaho
DEPARTMENT OF WATER RESOURCES
Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 736-3033

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

15-Jun-1993 10:47

STACEY KRIEGH
SECRETARY
WEST ONE BANK
PO BOX 1268
BURLEY ID 83318

RE: L & P FARMS INC - A45-07084 - A45-11000 - A45-11196

Dear Stacy:

Enclosed please find the proofs for the Adjudicated Water Rights for LeRoy and Peggy Jarolimek.

The cost for the three proofs would be less than a dollar - so we will buy-pass charge - will catch ya next time!

Should you have any questions, please do not hesitate to contact me at this office, or call at the above-listed telephone number.

Sincerely,

Judy Givens
Adjudication Secretary

/jg

Enclosures

MICROFILMED
OCT 28 1994