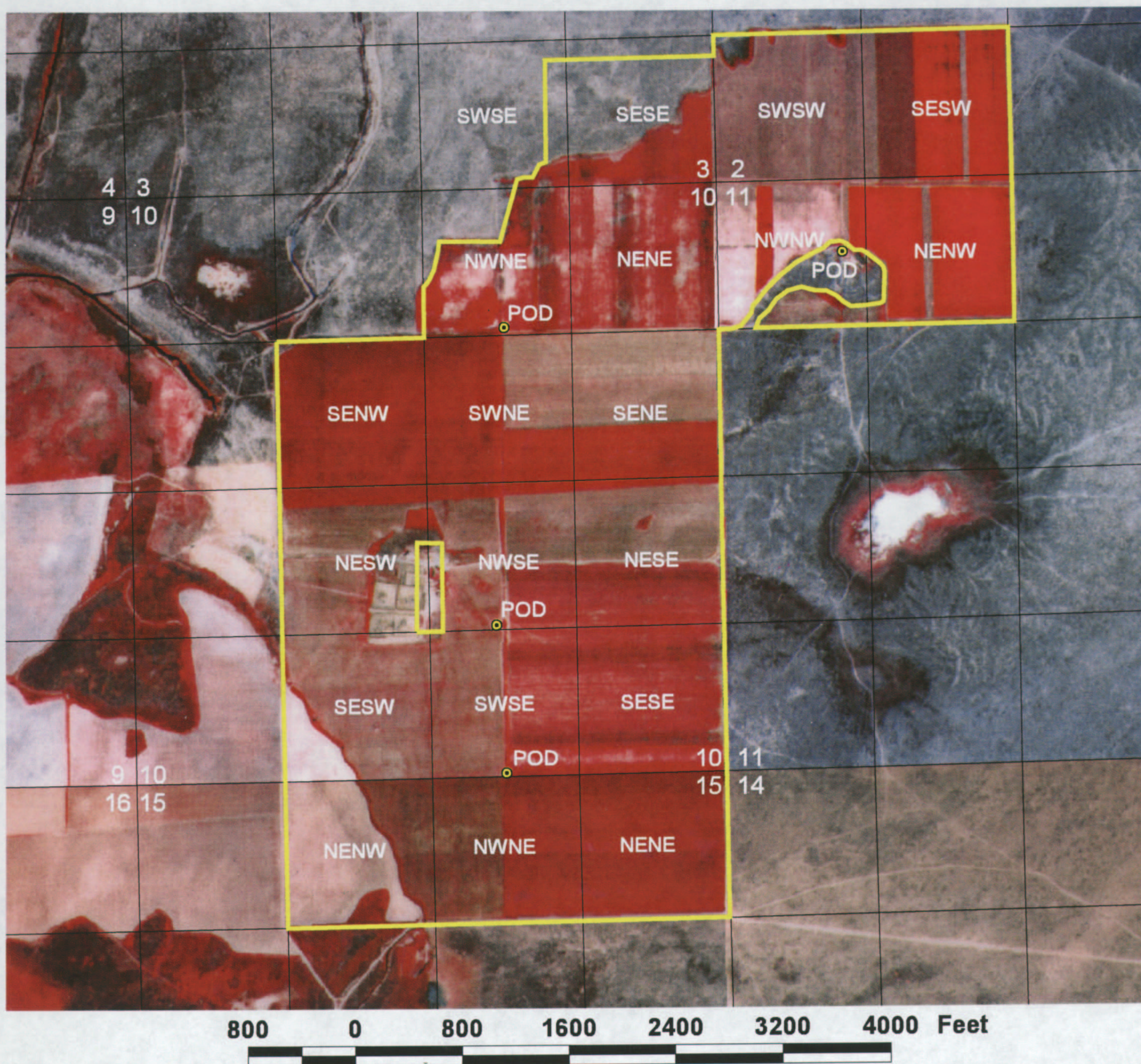


31-02346 31-02376 31-02428
31-02449 & 31-07216



**T07N R34E S02, S03,
 S10, S11 & S15**

Map prepared by: Carter Fritschle
 Date prepared: 03/19/01
 1987-1988 NAPP photography
 Idaho Department of Water Resources



Staves.

measured on H4

A115 (A118) T162 #1430

① HEL
100.5

32

10 11

② HEL
10.7

③ HEL
81.3

3

④ HEL
5.6

⑤ HEL
37.7

#1430 A115 (A118) T162

POINT OF DIVERSION

POINT OF DIVERSION

39

40

10

34

40

R34E

T7N

11
N
7
T

⑦ HEL
83.8

⑧ HEL
13.5

⑨ HEL
1.2

POINT OF DIVERSION

38

39

40

PLACE OF USE

POINT OF DIVERSION

10 11
15 14

39

40

40

⑩ HEL
35.8

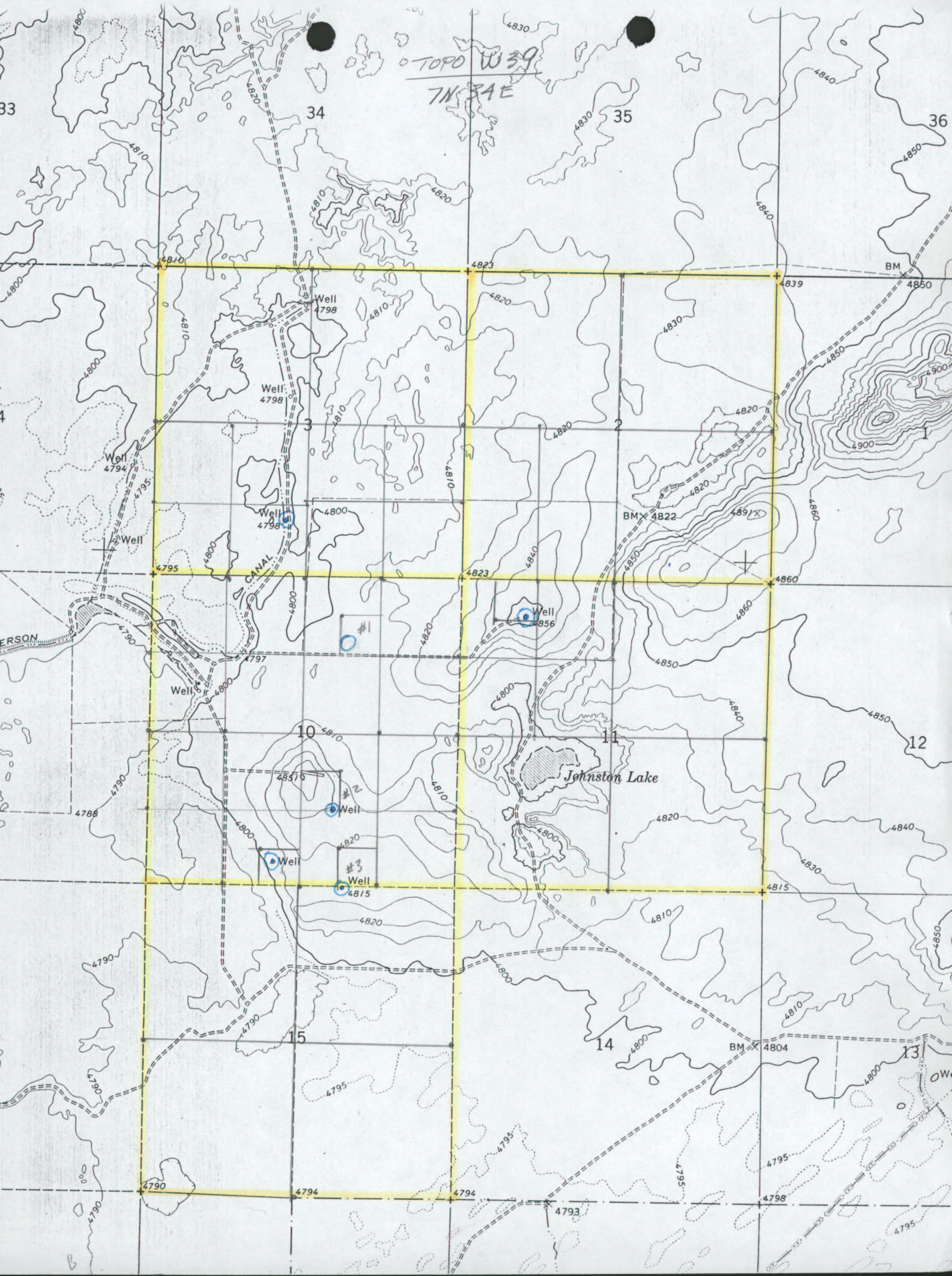
⑪ HEL
76.4

⑫ HEL
14.2

MICROFILMED

NOV 17 1992

A31-02346



31-02346 31-02376 31-02428
31-02449 & 31-07216

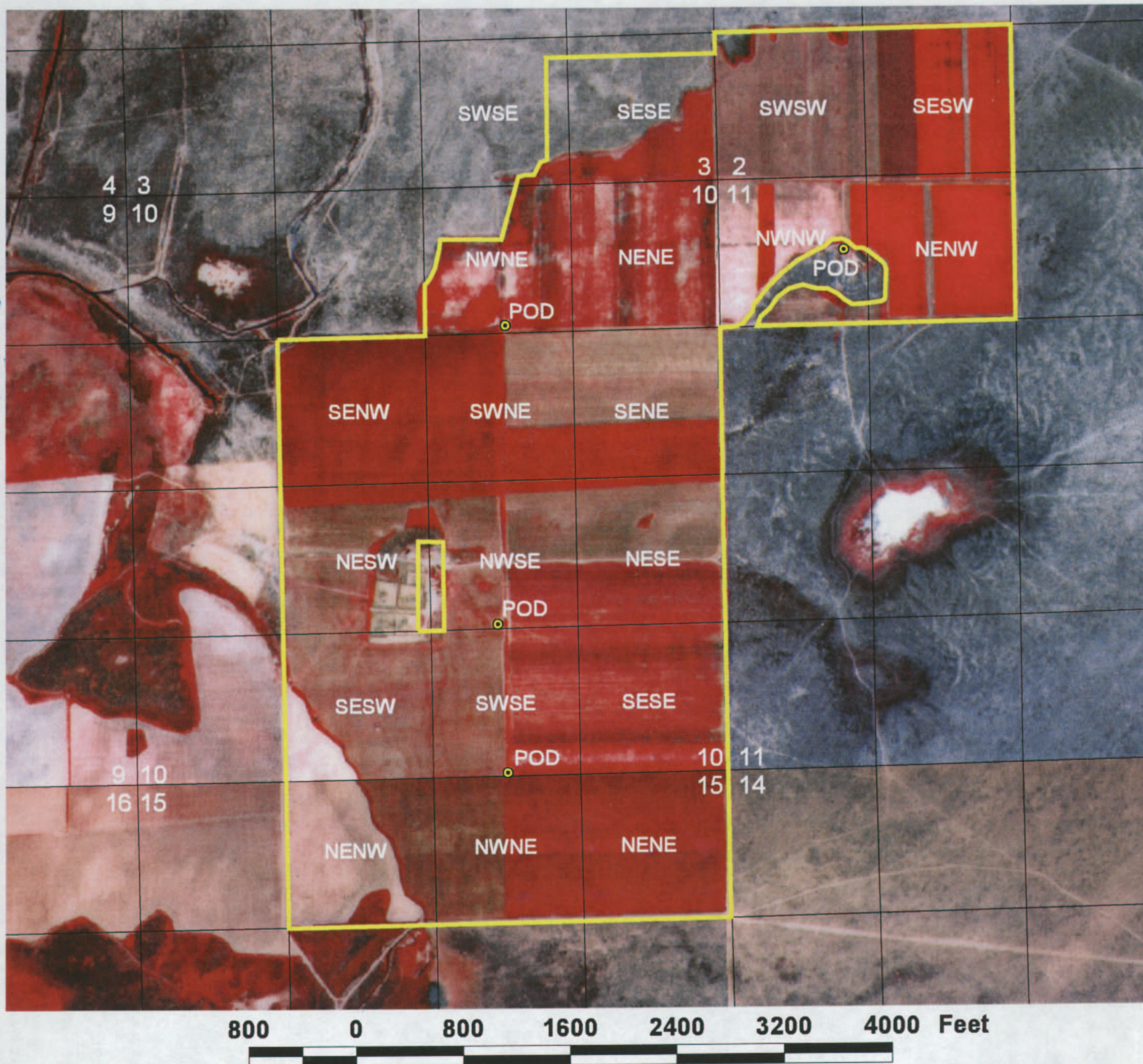


**T07N R34E S02, S03,
 S10, S11 & S15**

Map prepared by: Carter Fritschle
 Date prepared: 12/22/00
 1987-1988 NAPP photography
 Idaho Department of Water Resources



31-02346 31-02376 31-02428
31-02449 & 31-07216



**T07N R34E S02, S03,
 S10, S11 & S15**

Map prepared by: Carter Fritschle
 Date prepared: 03/19/01
 1987-1988 NAPP photography
 Idaho Department of Water Resources



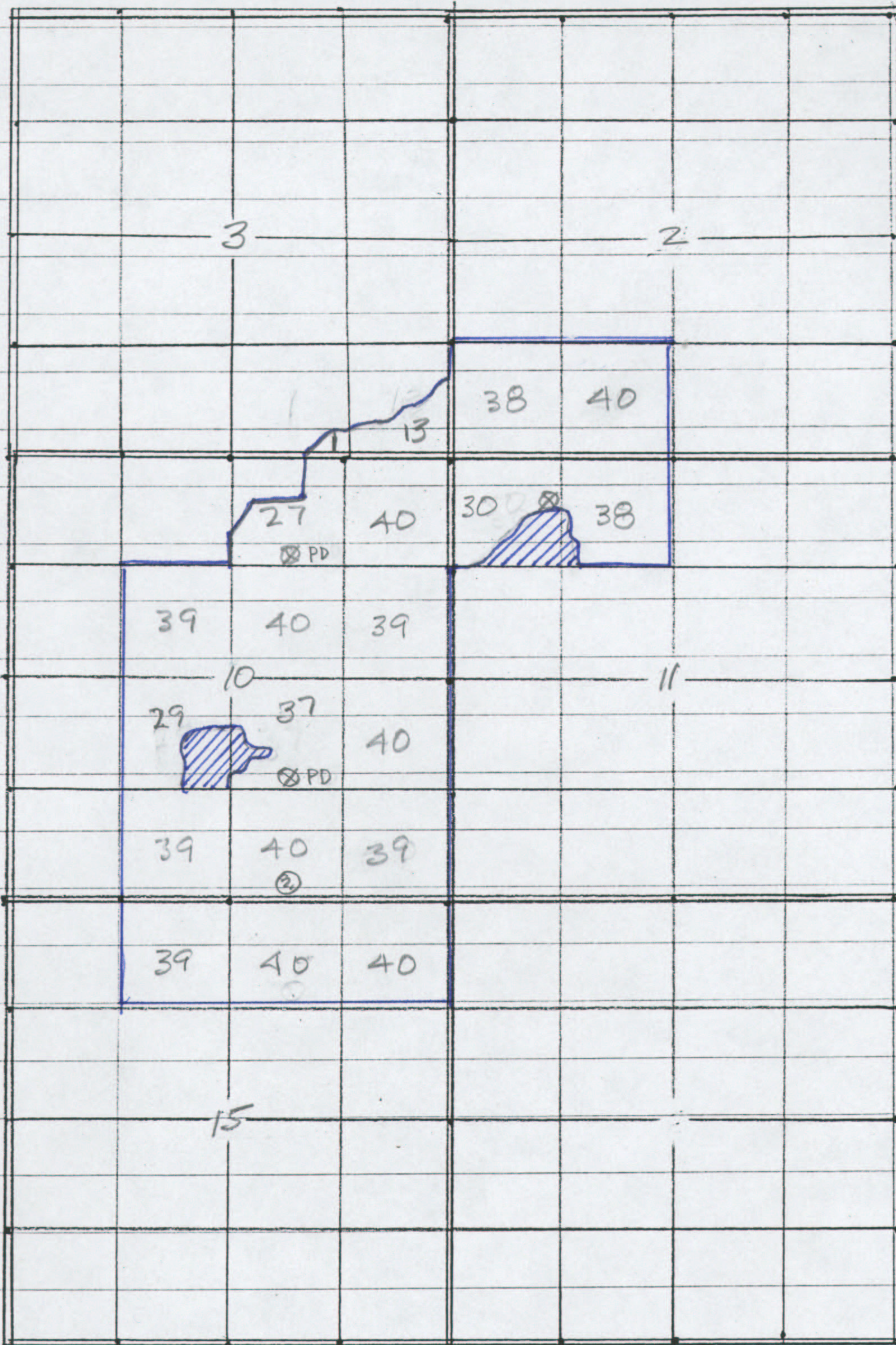
7N 34E

RECOMMENDED ACROAGES

SECTIONS IN TOWNSHIP

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

SECT. 2 78
 SECT 3 114
 SECT 10 409
 SECT 11 68
 SECT 15 119
 TOTAL 688



03/19/2001

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

RIGHT NUMBER: 31-2346

NAME AND ADDRESS: WILCOX BROTHERS LLC
30 GOLDEN BEAUTY DR
REXBURG, ID 83440-3702

SOURCE: GROUND WATER

QUANTITY: 6.94 CFS
1393 AFY

RIGHT NOS. 31-02346, 31-02376, 31-02428, 31-02449 AND 31-07216 ARE LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 14.22 CFS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 2583 AF.

USE OF THIS RIGHT WITH RIGHT NO. 31-02449 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 7.26 CFS.

PRIORITY DATE: 07/22/1955

POINT OF DIVERSION:	T07N R34E S10	NWNE	Within JEFFERSON County
	T07N R34E S10	NWSE	Within JEFFERSON County
	T07N R34E S10	SWSE	Within JEFFERSON County
	T07N R34E S11	NWNW	Within JEFFERSON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04-01 10-31	6.94 CFS 1,393.00 AFY

PLACE OF USE:

IRRIGATION Within JEFFERSON
County

T07N R34E S10	NENE	40	T07N R34E S10	NWNE	31
T07N R34E S10	SWNE	40	T07N R34E S10	SENE	40
T07N R34E S10	SENE	40	T07N R34E S10	NESW	38
T07N R34E S10	SESW	40	T07N R34E S10	NESE	40
T07N R34E S10	NWSE	38	T07N R34E S10	SWSE	40
T07N R34E S10	SESE	40	T07N R34E S11	NENW	38
T07N R34E S11	NWNW	32	T07N R34E S15	NENE	40
T07N R34E S15	NWNE	40	T07N R34E S15	NENW	40
T07N R34E S2	SWSW	40	T07N R34E S2	SESW	40
T07N R34E S3	SWSE	6	T07N R34E S3	SESE	35

738 ACRES TOTAL

RIGHT NOS. 31-02346, 31-02376, 31-02428, 31-02449 AND 31-07216 ARE LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 738 ACRES IN A SINGLE IRRIGATION SEASON WITHIN THE PLACE OF USE DESCRIBED ABOVE.

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 398 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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

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 31-2346
Date Received: 12/5/88
Receipt No: E004892
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

WILCOX BROTHERS LLC Phone: (208)356-7563

30 GOLDEN BEAUTY DR
REXBURG ID USA 83440-3702

2. Date of Priority: 07/22/1955

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot		County	Type
07N	34E	10	SW	SE	JEFFERSON	
07N	34E	11	NW	NW	JEFFERSON	
07N	34E	10	NW	NE	JEFFERSON	
07N	34E	10	NW	SE	JEFFERSON	

5. Description of diverting works:

FOUR WELLS TO LATERALS WITH SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/01	11/01	6.94	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
07N	34E	10	SE	NW	IRRIGATION	40
			SE	SW	IRRIGATION	40
			NW	SE	IRRIGATION	38
			SW	SE	IRRIGATION	40
			SE	SE	IRRIGATION	40
			SW	NE	IRRIGATION	40
			NE	SE	IRRIGATION	40
					Section Acres	278
07N	34E	15	NE	NE	IRRIGATION	40
			NW	NE	IRRIGATION	40
			NE	NW	IRRIGATION	40
					Section Acres	120
					Total Acres	398

11. Place of use in counties: JEFFERSON

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

13. Other Water Rights Used:

14. Remarks:

P/D SAME AS 31-2376/2428/2449/7216 **CHANGED OWNERSHIP 4/4/97/JT/GT**

15. Basis of Claim: License

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

398
389
#9

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 31-2346
Date Received: 12/5/88
Receipt No: E004892
Received By: E026479

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

1. Name of Claimant(s)

WILCOX BROTHERS LLC Phone: (208)356-6668

30 GOLDEN BEAUTY DR
REXBURG ID USA 83440

2. Date of Priority: 07/22/1955

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
07N	34E	10	SW SE	JEFFERSON	
07N	34E	11	NW NW	JEFFERSON	
07N	34E	10	NW NE	JEFFERSON	
07N	34E	10	NW SE	JEFFERSON	

5. Description of diverting works:

FOUR WELLS TO LATERALS WITH SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/01	11/01	6.94	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
07N	34E	10	SE	NW	IRRIGATION	40
			SE	SW	IRRIGATION	40
			NW	SE	IRRIGATION	38
			SW	SE	IRRIGATION	40
			SE	SE	IRRIGATION	40
			SW	NE	IRRIGATION	40
			NE	SE	IRRIGATION	40
07N	34E	15	NE	NE	IRRIGATION	40
			NW	NE	IRRIGATION	40
			NE	NW	IRRIGATION	40
					Total Acres	398

11. Place of use in counties: JEFFERSON

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

13. Other Water Rights Used:

14. Remarks:

P/D SAME AS 31-2376/2428/2449/7216 **CHANGED OWNERSHIP 4/4/97/JT/GT**

15. Basis of Claim: License

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 Organizations:

I do solemnly swear or affirm that I am Managing member of
Title
Wilcox Bros. LLC, that I have signed the foregoing
Organization
document in the space below as managing member of
Title
Wilcox Bros. LLC and that the statements contained in the
Organization
foregoing document are true and correct. Jerry Wilcox
Signature of Authorized Agent

managing member Wilcox Bros. LLC
Title and Organization

16 Feb 2001
Date

State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this
16 of Feb 2001

[Signature]

Notary Public

Residing at Regby, Id

My commission Expires 2/26/2002

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: A31-02346
Date Received: 12/ 5/1988
Receipt No: E004892
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: WILCOX BROTHERS LLC 208-356-6668
Address: 4891 S HWY 191
REXBURG ID 83440 398

2. Date of Priority: JUL 22, 1955

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
07N	34E	10	NW	NE			JEFFERSON
			NW	SE			JEFFERSON
			SW	SE			JEFFERSON
		11	NW	NW			JEFFERSON

5. Description of diverting works:
FOUR WELLS TO LATERALS WITH SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	6.940		

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

8. Total consumptive use is 972.5 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
07N	34E	10	SW	NE		IRR	40.0

10. Place of Use: Continued

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres		
07N	34E	10	SE		NW		IRR	39.0		
			SE		SW		IRR	38.0		
			NE		SE		IRR	40.0		
			NW		SE		IRR	34.0		
			SW		SE		IRR	39.0		
			SE		SE		IRR	40.0		
					Section Acres					270.0
		15	NE		NE		IRR	40.0		
			NW		NE		IRR	40.0		
			NE		NW		IRR	39.0		
					Section Acres					119.0
					Total Acres					389.0

11. Place of use in counties: JEFFERSON

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

13. Other Water Rights Used:
31-7216

14. Remarks:
P/D SAME AS 31-2376/2428/2449/7216
CHANGED OWNERSHIP 4/4/97/JT/GT

15. Basis of Claim: LICENSE

Water Right Number: 25835

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: A31-02346
Date Received: 9/01/1988
Receipt No: E004892
Received By: KCW

RECEIVED

DEC 1 1988

Department of Water Resources
Eastern District Office

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: BURTENSHAW & JERNBERG FARMS 208-657-2277
Address: 1279 NORTH EAST LAKE ROAD
TERRETON, ID 83450

2. Date of Priority: JUL 22, 1955

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
07N	34E	10	NW	NE			JEFFERSON
			NW	SE			JEFFERSON
			SW	SE			JEFFERSON
		11	NW	NW			JEFFERSON

5. Description of diverting works:
FOUR WELLS TO LATERALS WITH SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	6.940		

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

8. Total consumptive use is 972.5 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

A3102346

A31-02346

Page 1

Date: 09/01/88

MICROFILMED

NOV 17 1992

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
07N	34E	10	SW	NE		IRR	40.0
			SE	NW		IRR	39.0
			SE	SW		IRR	38.0
			NE	SE		IRR	40.0
			NW	SE		IRR	34.0
			SW	SE		IRR	39.0
			SE	SE		IRR	40.0
						Section Acres	270.0
		15	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			NE	NW		IRR	39.0
						Section Acres	119.0
						Total Acres	389.0

11. Place of use in counties: JEFFERSON

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

13. Other Water Rights Used:
31-7216

14. Remarks:
P/D SAME AS 31-2376/2428/2449/7216

15. Basis of Claim: LICENSE
Water Right Number: 25835

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 Organizations:

I do solemnly swear or affirm that I am owner of _____
Title

Burton's Organizing Farm, that I have signed the foregoing
Organization

document in the space below as Owner of Title

Burlington Grubbing Farm and that the statements contained in the
Organization
foregoing document are true and correct. *W. E. Burton*

Signature of Authorized Agent

Brenton & Sonberg Farm
Title and Organization

Nov 30 1988
Date

State of Idaho)
County of *Adair*) SS.

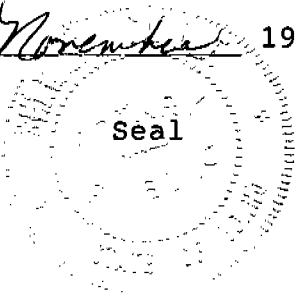
Subscribed and sworn (or affirmed) before me this 30th day

of *November* 19 *88*

Shirley Caudle
Notary Public

Residing at Montevideo Id.

My Commission Expires 3/3/93



Slaves.

measured on H4

ALLS (T/62) #1430

3

32

③ HEL
10.7

③ HEL
1.3

④ HE
5.6

⑤ HE
39.7

#1430 ALLS (T/62)

POINT OF DIVERSION

POINT OF DIVERSION

10

R34E

T7N

11N
T7

⑦ HE
83.8

⑧ HE
13.5

⑨ HE
7.5

POINT OF DIVERSION

PLACE OF USE

POINT OF DIVERSION

14
15

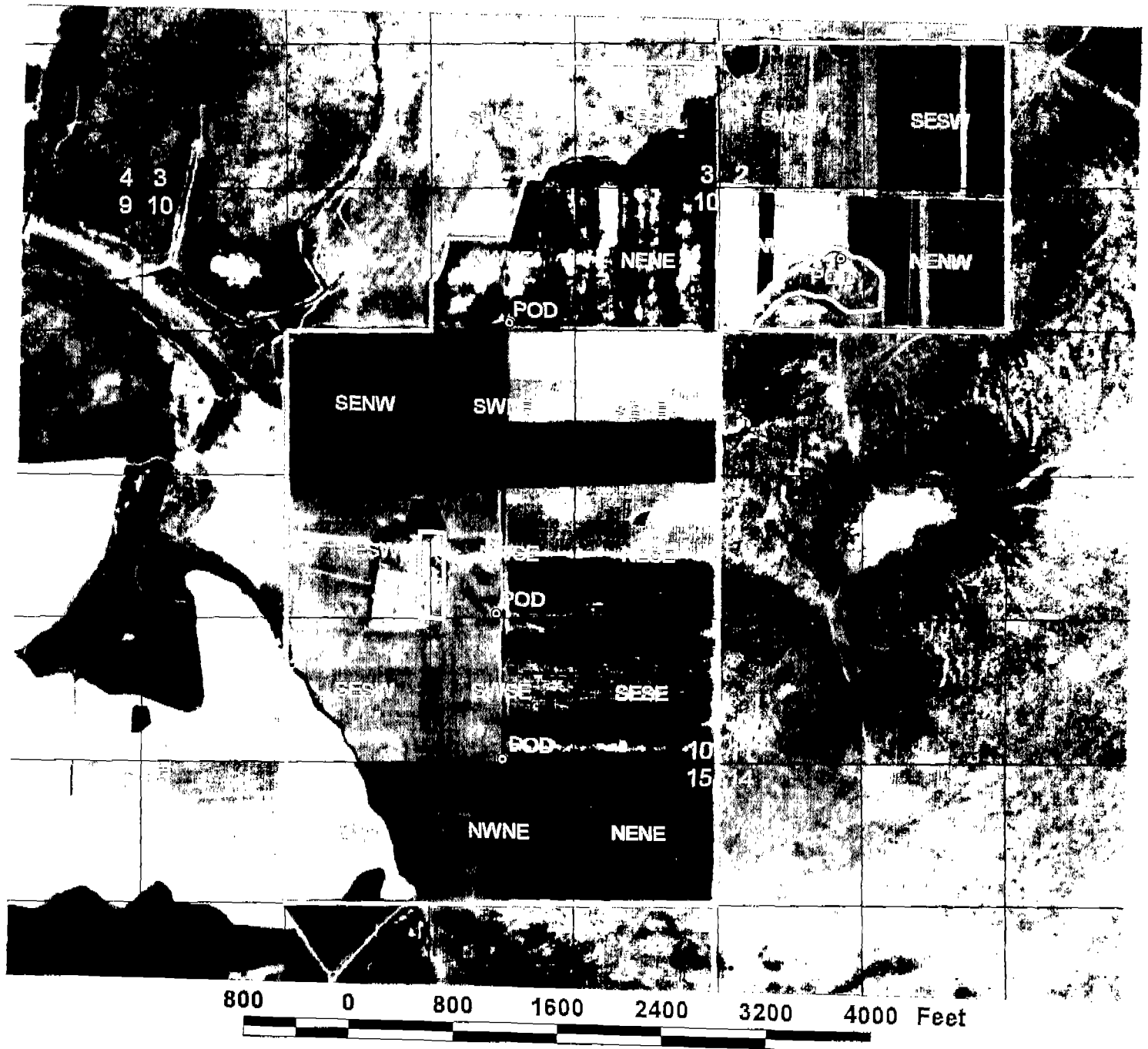
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35.8

⑪ HE
76.4

⑫ HE
14.2

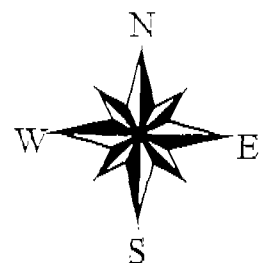
A31-02346

31-02346 31-02376 31-02428
31-02449 & 31-07216

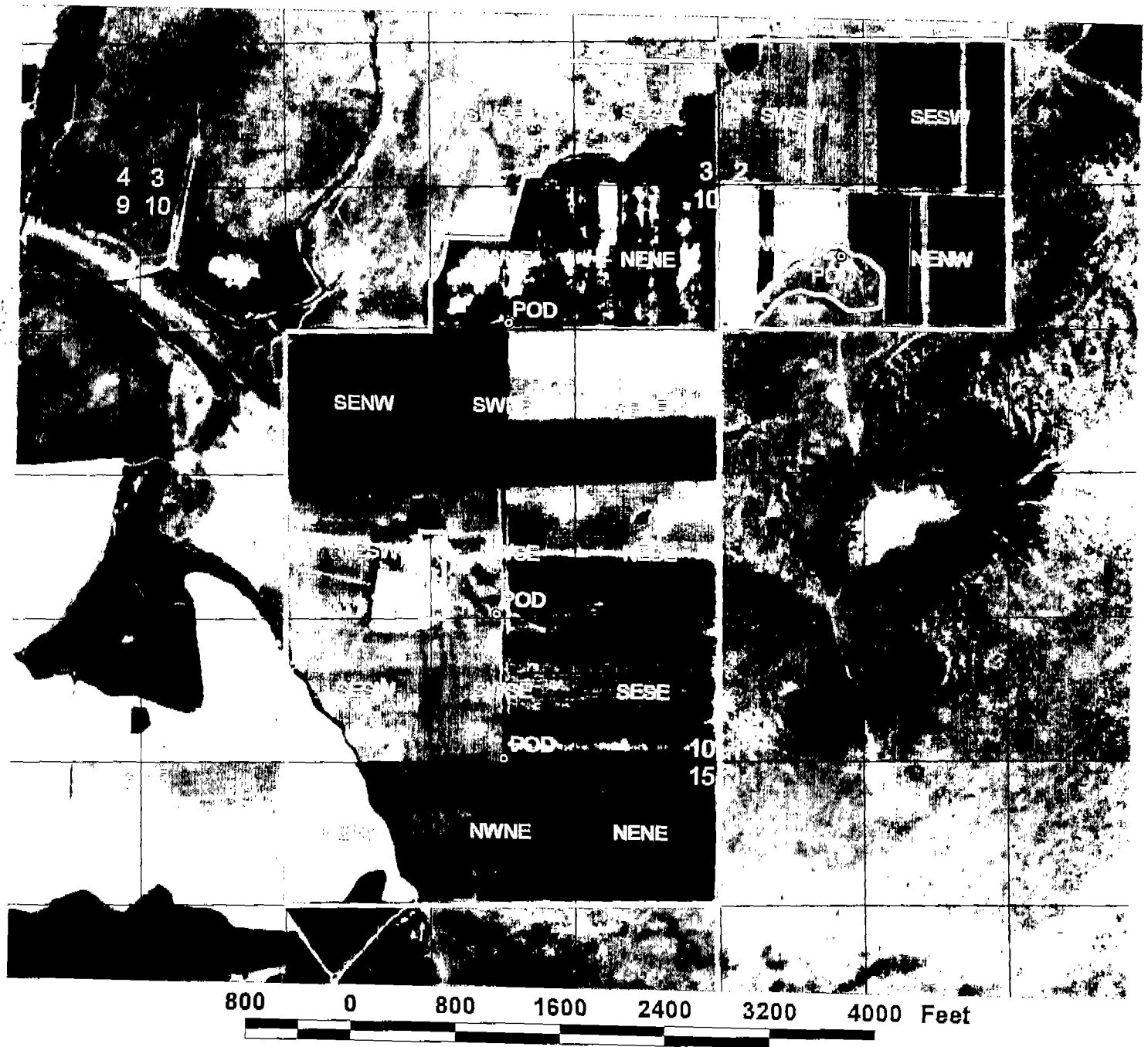


T07N R34E S02, S03,
S10, S11 & S15

Map prepared by: Carter Fritschle
Date prepared: 03/19/01
1987-1988 NAPP photography
Idaho Department of Water Resources

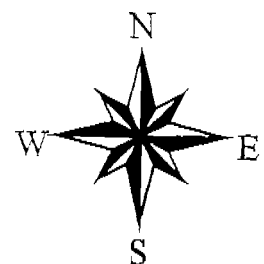


31-02346 31-02376 31-02428
31-02449 & 31-07216

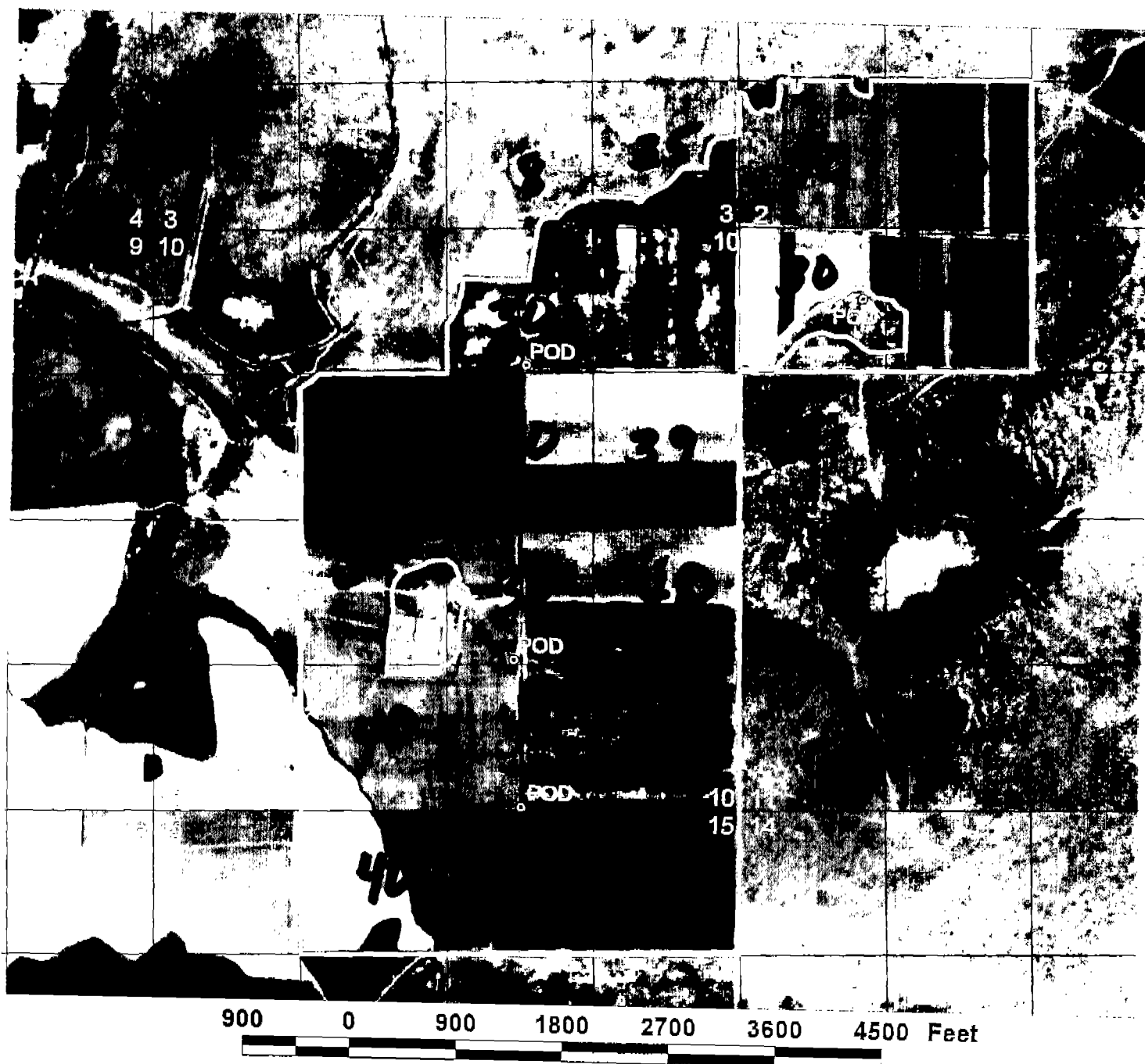


T07N R34E S02, S03,
S10, S11 & S15

Map prepared by: Carter Fritschle
Date prepared: 03/19/01
1987-1988 NAPP photography
Idaho Department of Water Resources

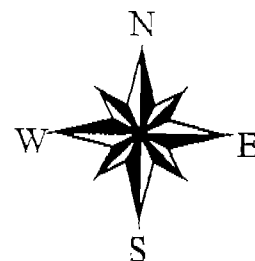


31-02346 31-02376 31-02428
31-02449 & 31-07216



**T07N R34E S02, S03,
S10, S11 & S15**

Map prepared by: Carter Fritschle
Date prepared: 12/22/00
1987-1988 NAPP photography
Idaho Department of Water Resources



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

22:45:51
03/13/93

PAGE: 1
GENERAL INFORMATION

CLAIM NUMBER: A31-02346

LAST: BURTENSHAW & JERNBERG FARMS
ADDRESS: 1279 NORTH EAST LAKE RD
CITY: TERRITON
PHONE NUMBER: 208-657-2577

FIRST:
STATE: ID ZIP: 83450

OWNER CODE: C

LAST: COPE
ADDRESS: 927 POULSON
CITY: N/A
PHONE NUMBER: 208-000-0000

FIRST: RALPH P.
STATE: ID ZIP: 00000

OWNER CODE: G

FIELD EXAM REQUIRED?

VERIFICATION REQUIRED DUE TO REMARKS?

DATABASE
Y

FIELD
EXAMINER

CLAIM REMARKS: P/O SAME AS 81-1076/2428/2449/7213

Copy To Comments

CONTACT PERSON: In office

PHONE NUMBER: () -

DATE OF FIELD EXAM: / /

APPOINTMENT MADE: Y() N()

TIME: : A() P()

ACCOMPANIED BY: _____

PHONE NUMBER: () -

RELATIONSHIP TO CLAIMANT: _____

DIRECTIONS TO PROPERTY / NOTES:

A. AJ CLAIM: 1 A31-02346 PRIORITY DATE: 07-22-1955 STAGE: L ✓
B. MR RECORD: 1 A31-02346 PRIORITY DATE: 07-22-1955 STAGE: L ✓

C. FIELD EXAM REQUIRED?

DUE TO PRIORITY DATE DISCREPANCY: (Y/N)

DATABASE

FIELD
EXAMINER

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

NOTES:

Claimed as Invented

RECOMMENDED PRIORITY DATE:

07-22-1955 ✓

REVIEWED BY

EH

DATE

5-2-94

A. AJ CLAIM POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
A31-02346	07N	34E	10		NW	NE		JEFFERSON
A31-02346	07N	34E	10		NW	SE		JEFFERSON
A31-02346	07N	34E	10		SW	SE		JEFFERSON
A31-02346	07N	34E	11		NW	NW		JEFFERSON

OTHER AJ CLAIMS WITH SAME AJ PDD

NR RECORDS IN SAME 40 ACRE TRACT

A PREFIX R PREFIX

A31-02376

NONE

51-02376

A31-02428

51-02428

A31-02449

51-02449

A31-07216

51-07216

A31-10271

SOURCE: GROUNDWATER

TRIG:

B. NR POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
51-02346	07N	34E	10		NW	SE		JEFFERSON
51-02346	07N	34E	10		SW	SE		JEFFERSON

OTHER NR RECORDS WITH SAME NR PDD

40 CLAIMS IN SAME 40 ACRE TRACT

A PREFIX

R PREFIX

51-02449

A31-02376

NONE

A31-02428

A31-02449

A31-07216

A31-10271

SOURCE: GROUNDWATER

TRIG:

C. FIELD EXAM REQUIRED.

OLD TO PDD DISCREPANCY? (Y/N)

DATABASE

Y

OLD TO SOURCE DISCREPANCY? (Y/N)

Y

FIELD
EXAMINER

NOTES:

RECOMMENDED POINT(S) OF DIVERSION AND SOURCES:

TWP.	R&E.	SEC.	1/4	1/4	1/4	LOT	COUNTY	DIVERSION NAME
---	---	---	---	---	---	---	---	---
---	---	---	---	---	---	---	---	---
---	---	---	---	---	---	---	---	---
---	---	---	---	---	---	---	---	---
---	---	---	---	---	---	---	---	---
---	---	---	---	---	---	---	---	---

SOURCE: GROUNDWATER

TRIBE:

REVIEWED BY:

DATE:

SYSTEM DESCRIPTION:

A. ROOT WATER RIGHT NUMBERS: A31-02346

B. POB LISTING

TWP	RMB	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
07N	34E	10	S4	NE		BORTENSHAW & JERNBERG FARMS	A31-02346	740.0	31-02346	740.0	41.0
			S4	NE		BORTENSHAW & JERNBERG FARMS	A31-07215	740.0	31-07215	740.0	40.0
07N	34E	10	S1	NW		BORTENSHAW & JERNBERG FARMS	A31-02346	739.0	31-02346	740.0	39.0
			S1	NW		BORTENSHAW & JERNBERG FARMS	A31-07215	739.0	31-07215	739.0	39.0
07N	34E	10	S1	SW		BORTENSHAW & JERNBERG FARMS	A31-02346	738.0	31-02346	740.0	38.0
			S1	SW		BORTENSHAW & JERNBERG FARMS	A31-07215	738.0	31-07215	739.0	38.0
07N	34E	10	N1	SE		BORTENSHAW & JERNBERG FARMS	A31-02346	740.0	31-02346	740.0	40.0
			N1	SE		BORTENSHAW & JERNBERG FARMS	A31-07215	740.0	31-07215	740.0	40.0
07N	34E	10	N4	SE		BORTENSHAW & JERNBERG FARMS	A31-02346	734.0	31-02346	738.0	33.0
			N4	SE		BORTENSHAW & JERNBERG FARMS	A31-07215	734.0	31-07215	737.0	34.0
			N4	SE		BORTENSHAW & JERNBERG FARMS	A31-10071	1	-	1	
07N	34E	10	S4	SE		BORTENSHAW & JERNBERG FARMS	A31-02346	739.0	31-02346	740.0	27.0
			S4	SE		BORTENSHAW & JERNBERG FARMS	A31-07215	739.0	31-07215	740.0	39.0
07N	34E	10	S1	SE		BORTENSHAW & JERNBERG FARMS	A31-02346	740.0	31-02346	740.0	34.0
			S1	SE		BORTENSHAW & JERNBERG FARMS	A31-07215	740.0	31-07215	739.0	40.0
07N	34E	15	N1	NE		BORTENSHAW & JERNBERG FARMS	A31-02346	740.0	31-02346	740.0	27.0
			N1	NE		BORTENSHAW & JERNBERG FARMS	A31-07215	740.0	31-07215	740.0	40.0
07N	34E	15	N4	NE		BORTENSHAW & JERNBERG FARMS	A31-02346	740.0	31-02346	740.0	29.0
			N4	NE		BORTENSHAW & JERNBERG FARMS	A31-07215	740.0	31-07215	740.0	40.0
07N	34E	15	N1	NW		BORTENSHAW & JERNBERG FARMS	A31-02346	739.0	31-02346	740.0	31.0
			N1	NW		BORTENSHAW & JERNBERG FARMS	A31-07215	739.0	31-07215	739.0	39.0
TOTAL ACRES							A31-02346	339.00	338.00	299.00	

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

C. FIELD EXAM REQUIRED:

DUE TO POB DISCREPANCY, (Y/N)

DATA-ACC
Y

FIELD
EXAMINER

POB COUNTY: JEFFERSON

PRESUMPTION FLAG: 0

NOTES:

RECOMMENDATIONS:

TOTAL AGREE: _____

REVIEWED BY: _____

DATE: _____

A. AD CLAIMED USES:

PURPOSES
A31-D2346 IRRIGATION

MONTH/DAY
FROM 04-01 TO 11-01

DIVERSION QUANTITY
6.940 CFS

TOTAL DIVERSION RATE/VOLUME CLAIMED

6.940 CFS

B. WR RECORDED USES:

PURPOSES
51-02346 IRRIGATION

MONTH/DAY
FROM TO

DIVERSION QUANTITY
6.940 CFS

TOTAL DIVERSION RATE/VOLUME CLAIMED

6.940 CFS

PRESUMPTION FLAG: 0

C. FIELD EXAM REQUIRED:

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

FIELD
DATABASE EXAMINER
N
N
Y

D. PERIOD OF USE:

RECOMMEND AS CLAIMED?

Y() N()

RECOMMEND TO WR STANDARD, OR OTHER?

Y() N() EXPLAIN IN NOTES, BELOW.

NOTES:

A. DOES DIVERSION RATE CLAIMED AGREE WITH EXISTING RECORDS? Y() N()

AD TOTAL CLAIMED DIVERSION RATE: 6.340 CFS
WR ROOT RIGHT TOTAL DIVERSION RATE: 6.340 CFS

*** IF NO OR IF STATUTORY CLAIM OR BENEFICIAL USE THEN FLOW MEASUREMENT REQUIRED. ***

** IF AN AMOUNT SMALLER THAN THE ORIGINAL DIVERSION RATE IS **

** CLAIMED AND AN EXAM IS NOT REQUIRED, EXPLAIN IN NOTES. **

FLOW MEASUREMENT REQUIRED?

FIELD

DATABASE EXAMINER

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

B. FLOW MEASUREMENT

MEASUREMENT METHOD, SEE ATTACHED CALCULATIONS.

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

OTHER RIGHTS LISTED IN CLAIM: 01-7815

LIST ALL RIGHTS WITH A SAME PCL AND IRRIGATION USAGE:

CLAIM NO.	SOURCE	NAME	DIV. RATE	DIV. RATE/ACRE	DIV. VOL.	DIV. VOL./ACRE
A31-02346	GROUNDWATER	BURTENSHAW & JERNBERG FARMS	6.340	0.017		
A31-07216	GROUNDWATER	BURTENSHAW & JERNBERG FARMS	2.150	0.034		

LIST ALL RIGHTS WITH SAME PCL BUT NOT USED FOR IRRIGATION.

CLAIM NO.	PURPOSES	NAME	MONTH/DAY	RATE	VOLUME
A31-10271	DOMESTIC	BURTENSHAW & JERNBERG FARMS	FROM 01-01 TO 12-31	.080 CFS	

1. RATE/VOLUME CALCULATIONS: (IRRIGATION)

1A. IRRIGATION RATE

1B. CALCULATIONS

ACRES _____ X 0.02 CFS/ACRE = _____ CFS
(TAKEN FROM P/U REVIEW)

DUES AMOUNT CLAIMED EXCEEDS 0.02 CFS/ACRE? Y() N()

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

2. IRRIGATION CONSUMPTIVE USE

CLAIMED CONSUMPTIVE USE = 912.5 AF/A

ACRES _____ X CONSUMPTIVE VOL. AF/A FOR AREA _____ =

TOTAL CONSUMPTIVE USE _____ AF/A

3. IRRIGATION DIVERSION VOLUME

CLAIMED DIVERSION VOLUME = 1F/A

ACRES _____ X DIVERSION VOL. AF/A FOR AREA _____ =

TOTAL DIVERSION VOLUME _____ AF/A

4. CALCULATIONS FOR USES OTHER THAN IRRIGATION:

SEE ATTACHED SHEET? Y() N()

NOTES: (INCLUDE LIMITATIONS ON CONSUMPTIVE USE FOR COMBINED RIGHTS.)

RECOMMENDATIONS:

REC. PURPOSES	REC. PERIOD FROM TO	REC. DIV RATE CFS	REC. DIV VOL. AF/A	REC. CONS. USE
IRRIGATION	04-01 11-01	DATABASE EXAMINER 5.940	DATABASE EXAMINER	DATABASE EXAMINER 972.5
TOTAL FOR THIS RIGHT		5.940		972.5

REVIEWED BY: _____ DATE: _____

A. CHECK ONLY THE FOLLOWING THAT APPLY:

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

B. SPLIT WATER RIGHT REVIEW

ROOT WATER RIGHT NUMBER: 01-02346

01148452

EXAMINER

TOTAL DIVERSION RATE OF WR SPLITS

5.940

CFS

SPLITS:

OLD RIGHT NUMBERS	CURRENT CLAIM NUMBERS	DIVERSION RATE	CURRENT "R" CLAIM NUM.	"R" DIV. RATE	WR RIGHT NUMBERS	DIVERSION RATE
-	A31-02346	5.940	-		31-02346	5.940
TOTAL CFS		5.940				5.940

DIVERSION RATE REVIEW

DO THE SUM CFS RATE OF THE SPLITS EQUAL THE ROOT RIGHT CFS RATE? (Y/N)
IF NO, IS THE WRITTEN REVIEW SHEET ATTACHED? (Y/N)

DATABASE
Y

FIELD
EXAMINER

NOTES:

AUTHENTICATION:

SIGNATURE: _____ DATE: _____

NAME OF FIELD EXAMINER: _____ TITLE: _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

22:45:51
03/15/93

PAGE: 1
QUICKLOOK INFORMATION

CLAIM NUMBER: A31-02346

WR ELEMENT	FIELD EXAM Y/N	CORRESPONDENCE SENT/RECEIVED BY WHOM/DATE	FIELD EXAM BY WHOM/DATE	CHANGE CLAIM Y/N	VERIFIED BY CODE	COMPLETED REVIEW WHOM/DATE	COMPLETED DATA ENTRY WHOM/DATE	VERIFIED DATE WHOM/DATE
PRIORITY DATE								
POINT OF DIV	Y							
SOURCE								
PLACE OF USE	Y							
DIV. AMOUNT CFS/VOLUME								
CONSUMPTIVE USE								
PURPOSES								
PERIOD OF USE	Y							
BASIS OF CLAIM								
REMARKS	Y							

"VERIFIED BY" CODES

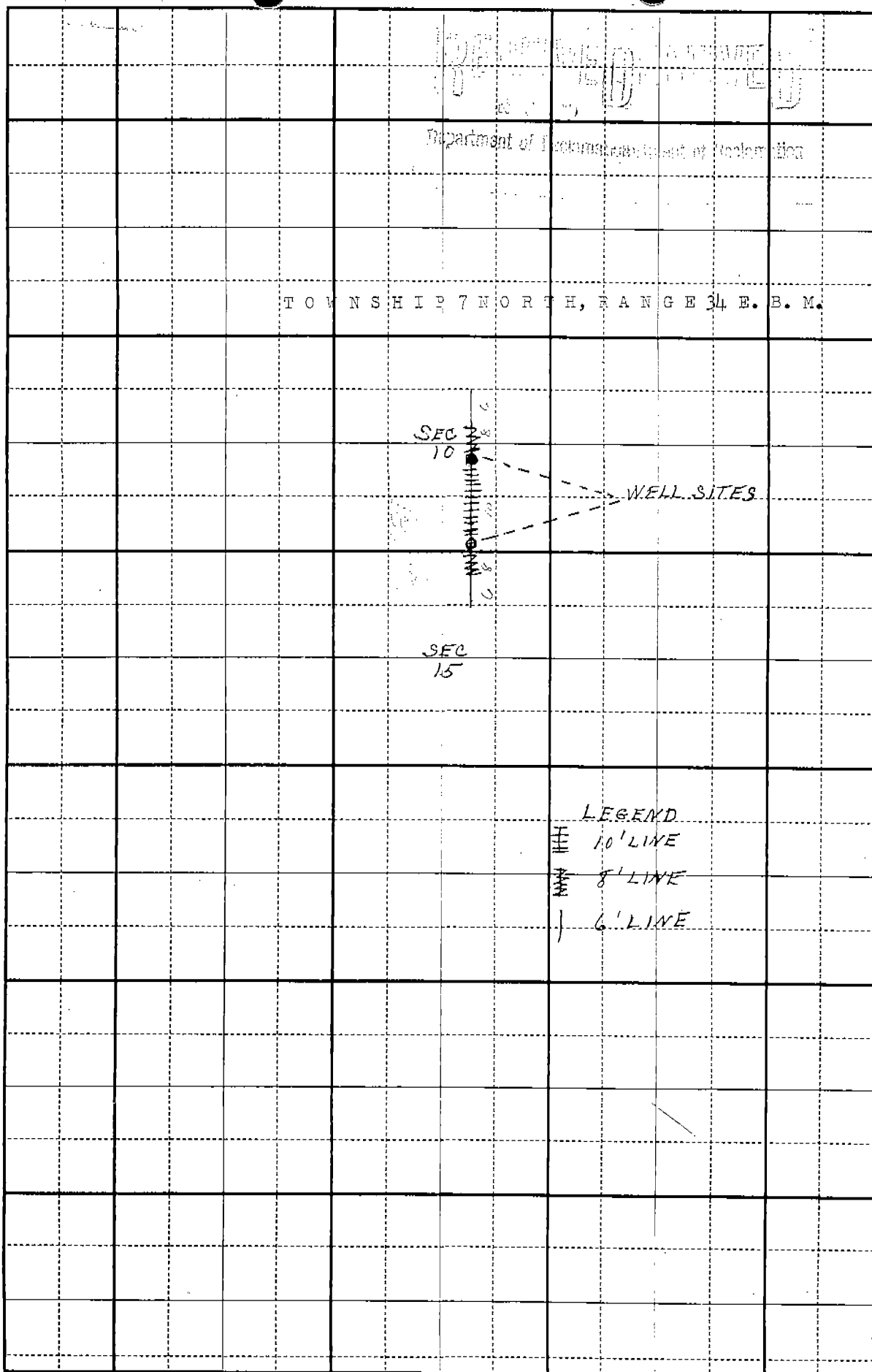
TOPG MAP/ORTHOPHOTO = 1
AERIAL MAP = 2
AERIAL PHOTO RECORDS = 3
AERIAL PHOTOS = 4
FIELD EXAM = 5
OTHER (SEE REMARKS) = 6

THESE CODES ARE USED TO INDICATE HOW THE FIELD EXAMINER VERIFIED THE INFORMATION
USED FOR THIS FIELD EXAMINATION. INDICATED ARE ALL CODES WHICH APPLY.

21:33:03
03/14/95

CLAIM NUMBER: A31-32346

MISC: WATER DISTRICT NUMBER: FIELD INSPECTION FLAG: PRESUMPTION FLAG:



RIGBY TITLE & DEVELOPMENT COMPANY
PHONE 745-6711 — BOX 405 — 118 N. CLARK ST.
RIGBY, IDAHO 83442

RECEIVED

SEP 12 1968

Department of Reclamation

September 11, 1968

Department of State Reclamation
State House
Boise, Idaho 83701

31-2346

Gentlemen:

On or about the 27th day of August, 1968, I had a phone conversation with an employee in your office whom I believe was an E. J. Wood, through his efforts and time he gave me two Well license numbers and two Well Permit numbers on property now owned by Ben D. Jernberg and his wife and Ralph P. Cope and his wife. The well numbers are as follows:

1. Permit No. G-33111 issued to Cope and Jernberg 31-2449
2. Permit No. G-32099 issued to Merritt Jernberg 31-2428
3. License No. G-27843 issued to Merritt Jernberg 31-2374
4. License No. G-25835 issued to Ralph P. Cope — 31-2346

Could you please send me copies of these documents and certify that they are in good standing.

you

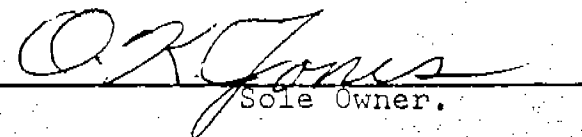
Would/also let this letter serve you notice that the property serviced by the wells mentioned above including all irrigation equipment and the wells themselves are under a first mortgage to Connecticut Mutual Life Insurance Company.

Trusting you can comply with my requests we remain

Very truly yours,

RIGBY TITLE & DEVELOPMENT COMPANY

By


Sole Owner.

P.S. Send a bill for any costs incurred in complying with my requests to this office We remitt immediately

25835

31-2346



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

March 20, 2001

WILCOX BROTHERS LLC
30 GOLDEN BEAUTY DR
REXBURG ID 83440

RE: Snake River Basin Adjudication (SRBA) Claim Nos. 31-2346, 31-2376, 31-2428, 31-2449 and 31-7216

Dear Claimants:

I have reviewed your amended SRBA claims, and the revised Preliminary Recommendations of Water Rights Acquired under State Law are enclosed. The transfer you filed last year (Transfer No. 5719) is still being processed, and the changes requested on that transfer are not reflected on the revised preliminary recommendations. A revised GIS layout (map) is also enclosed. It depicts a permissible place of use for all of the water rights of 738 acres.

If you have any questions, please contact me at (208) 327-7939.

Sincerely,

Carter Fritschle
Water Rights Supervisor
Adjudication Bureau

Enclosures

Revised Preliminary Recommendations
Revised GIS Layout

Wilcox Brothers

Licensed POU

per Water Right

PLACE OF USE OVERLAP REVIEW

[illegible]

Wilcox Brothers

Totaled Licensd Acres

[illegible]

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: March 9, 2001

Water right number: 31-7216 , 31-2428 , 31-2346 , 31-2376 31-2449

WILCOX BROTHERS LLC
4891 S HWY 191
REXBURG, ID 83440

Daytime Telephone Number: (208)356-6668
Evening Telephone Number:

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

We have ammended our water right claims to include the additional acres that were originally lisenud

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

We want the additional acres to be included on the recommendation

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

We want the same acres as was on the original lisenud.

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

DATE: 16 Feb 2001 SIGNATURE: Terry Wilcox for Wilcox Bros. LLC

Please print your name: Terry Wilcox

IDWR Regional Office, 900 N Skyline, Idaho Falls, ID 83402, (208) 525-7161

01/18/2001

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: March 9, 2001

Water right number: 31-2428

WILCOX BROTHERS LLC
4891 S HWY 191
REXBURG, ID 83440

Daytime Telephone Number: (208) 356-6668
Evening Telephone Number:

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

SAME

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: _____ SIGNATURE: _____

Please print your name: _____

IDWR Regional Office, 900 N Skyline, Idaho Falls, ID 83402, (208) 525-7161

01/18/2001

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: March 9, 2001

Water right number: 31-2346

WILCOX BROTHERS LLC
4891 S HWY 191
REXBURG, ID 83440

Daytime Telephone Number: (208)356-6668
Evening Telephone Number:

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

SAUE

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: _____ SIGNATURE: _____

Please print your name: _____

IDWR Regional Office, 900 N Skyline, Idaho Falls, ID 83402, (208) 525-7161

01/18/2001

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: March 9, 2001

Water right number: 31-2376

WILCOX BROTHERS LLC
4891 S HWY 191
REXBURG, ID 83440

Daytime Telephone Number: (208)356-6668
Evening Telephone Number:

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

SAME

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: _____ SIGNATURE: _____

Please print your name: _____

IDWR Regional Office, 900 N Skyline, Idaho Falls, ID 83402, (208) 525-7161

01/18/2001

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: March 9, 2001

Water right number: 31-2449

WILCOX BROTHERS LLC
4891 S HWY 191
REXBURG, ID 83440

Daytime Telephone Number: (208) 356-6668
Evening Telephone Number:

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

SAME

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: _____ SIGNATURE: _____

Please print your name: _____

IDWR Regional Office, 900 N Skyline, Idaho Falls, ID 83402, (208) 525-7161

Wilcox Brothers

	31-02346	6.94 cfs	on	398	acres	
	31-02376	3.26 cfs	on	163	acres	
	31-02428	2.16 cfs	on	255	acre	} combined limit 4.80 cfs
	31-02449	1.54 cfs	on	77	acres	
12.06 cfs	31-07216	2.16 cfs	on	455	acres	combined limit w/ 31-02346 of 7.26 cfs
		14.22 cfs				

687 acres paid for

$$0.02 \text{ cfs/} \frac{\text{ac}}{\text{ac}} \times 687 \text{ acres} = 13.74 \text{ cfs} - \text{Combined limit}$$

$$687 \text{ acres} \times 3.5 \text{ AF/ac} = 2404.5 \text{ AF} - \text{Combined limit}$$

Shape file $\approx$ 698 acres

$$698 - 687 = 11 \text{ acres}$$

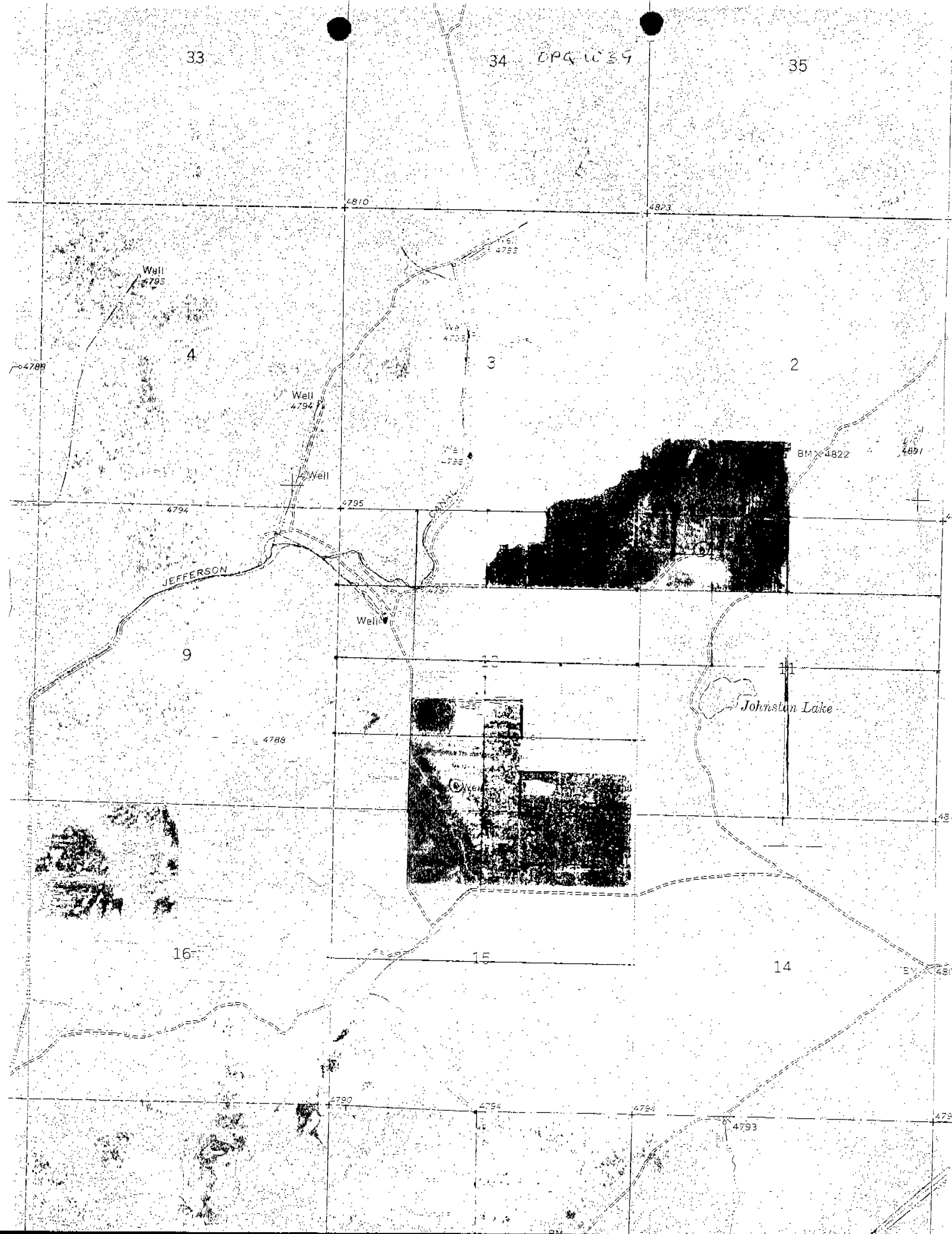
Needs to amend claim and pay 11⁰⁰ additional filing fee.

33

34

OPG W 39

35



STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE

REPORT OF ENGINEER

PERMIT NO. G-25835

31-2346

REPORT ON PROOF OF Completion of Works & Beneficial Use

Ralph P. Cope, 927 Poulson St., Idaho Falls, Idaho

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO

REPORT OF ENGINEER

Permit No. G-25835

This proof is for Completion of Works & Beneficial Use In Water District No. _____

1. Name of applicant Ralph P. Cope
2. Source of water supply: Underground from a well
3. Location of point of diversion: Is in the 2 points in NW¹SE¹ & SW¹SE¹ of Section 10
T. 7 N R. 34 E.B.M. County of Jefferson
4. Describe works as they exist, giving dimensions and capacities of same: #1 100 HP GE Motor
#1 VST 828124, Wintreath Pump #9420 - 86' x 10" column, Well - 110' x 20"
#2 50 HP U.S. Motor #955307, Wintreath Pump #9710 - 8" dishy Well 70' x 22"
Main line is 10" reduced to 6" on South end.
3 - 3/8 mile laterals with 3/2" nozzles. B - 3/8 mile laterals with 1/2" nozzles
49 nozzles on each 3/8 mile lateral.
5. Water is used for: irrigation
6. State whether or not water has been turned into works of diversion: yes
7. List legal subdivisions of lands to be irrigated. If proof is for beneficial use, give exact number of acres under cultivation in each forty-acre tract. (Describe manner and place of use if other than irrigation):
SW¹NE¹, SE¹NW¹, SE¹SW¹, SE¹ Sec. 10., N¹NE¹, NE¹NW¹ Sec. 15., all in Twp. 7 N., /
Rge. 34 E.B.M.

(Submit map on attached plat, showing location and details of above description.)

8. What large stream would the water here appropriated finally reach?

Remarks: Ben Ternberg along (Partner of project)

Measurement made by taking pressure reading along each lateral.

This examination was made on the 2nd day of June, 1962

(Signed) Lynn Johnson

Examiner.

G-25835

3 $\frac{3}{8}$ " in. dia. $\frac{3}{8}$ " in. (49 mg/in on each line)

8	$\frac{7}{8}$	,	'	'	'	$\frac{160}{1000}$	mph.
---	---------------	---	---	---	---	--------------------	------

R-34E.

T.
7
N.

PO.

40	40
----	----

10

80

...

38	40
----	----

78

40

40

40

120

40

4.

40.

120

pp.

15

398

Mud Lake
~~Monte Carlo~~

4

Subdivisions

10

Area

398 Acres

9

6.94 cfs. or 347 inches

INSTRUCTIONS TO EXAMINERS

1. Always carefully note the location of the point of diversion and accurately plat same.
 2. When proof is for beneficial use, carefully check up the number of acres actually irrigated in each forty and accurately plat same.
 3. Make a map showing the correct location of streams and ditches, and the irrigated lands, and any adjacent permanent landmarks, such as towns, lakes, large streams and public roads.
 4. If any unusual conditions are discovered, make plain statement of them under remarks.
 5. Always see the holder, if possible, and go over the whole ground with him and make your report only upon actual existing facts and conditions.
 6. Give general characteristics of soils, topography, and crops raised.
-

RECEIVED
JUN 4 1962

Department of Reclamation

all by May 1st
Ralph P. Cope
927 Poulson St.,
Idaho Falls, Idaho
Permit No. G-25835

Examination for Completion of Works & Beneficial Use

County Jefferson

Sec. 10 T. 7 N. R. 34 E. B.M.

Quantity:

Source:

P.D.:

Use:

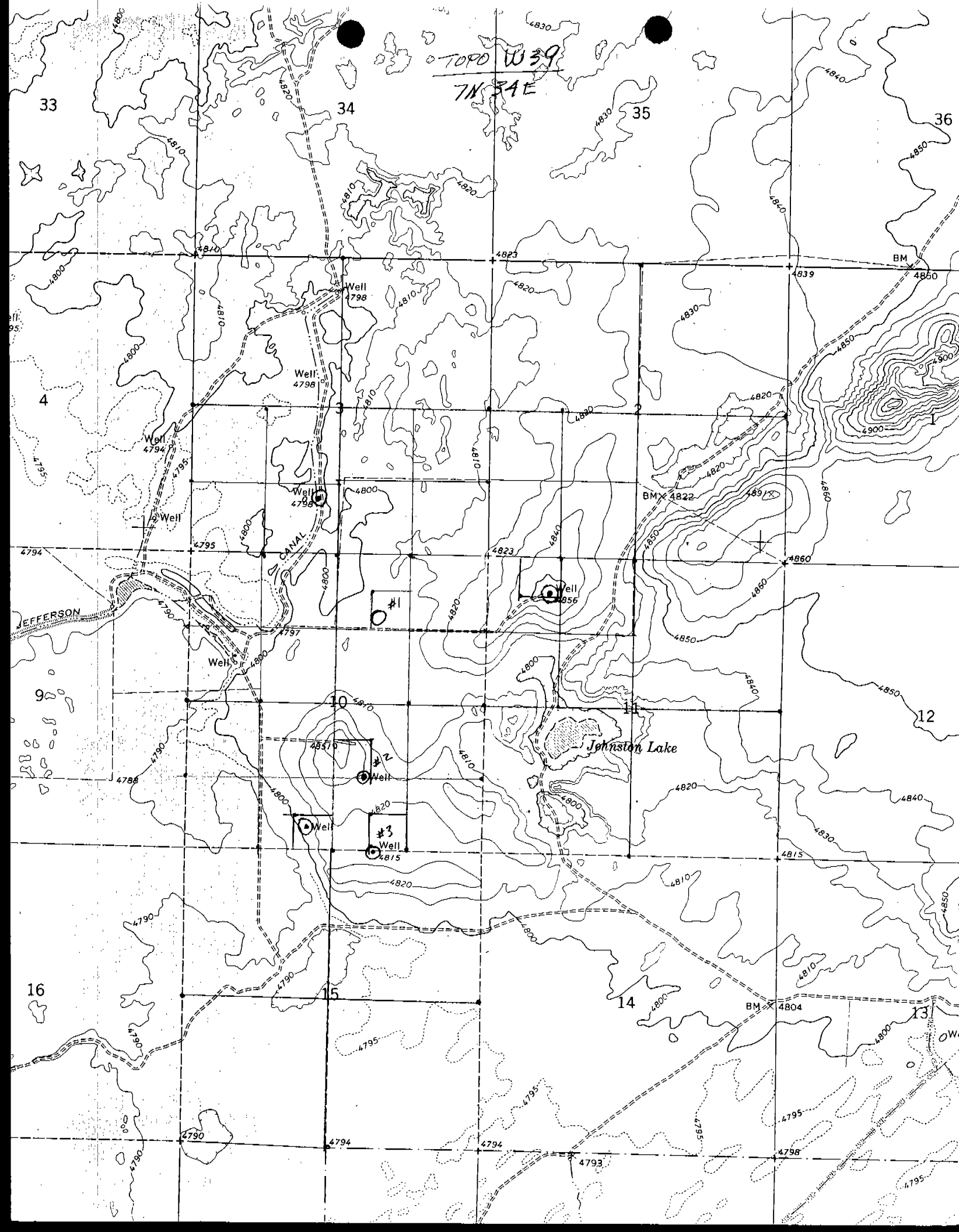
Filed:

Due:

Extension:

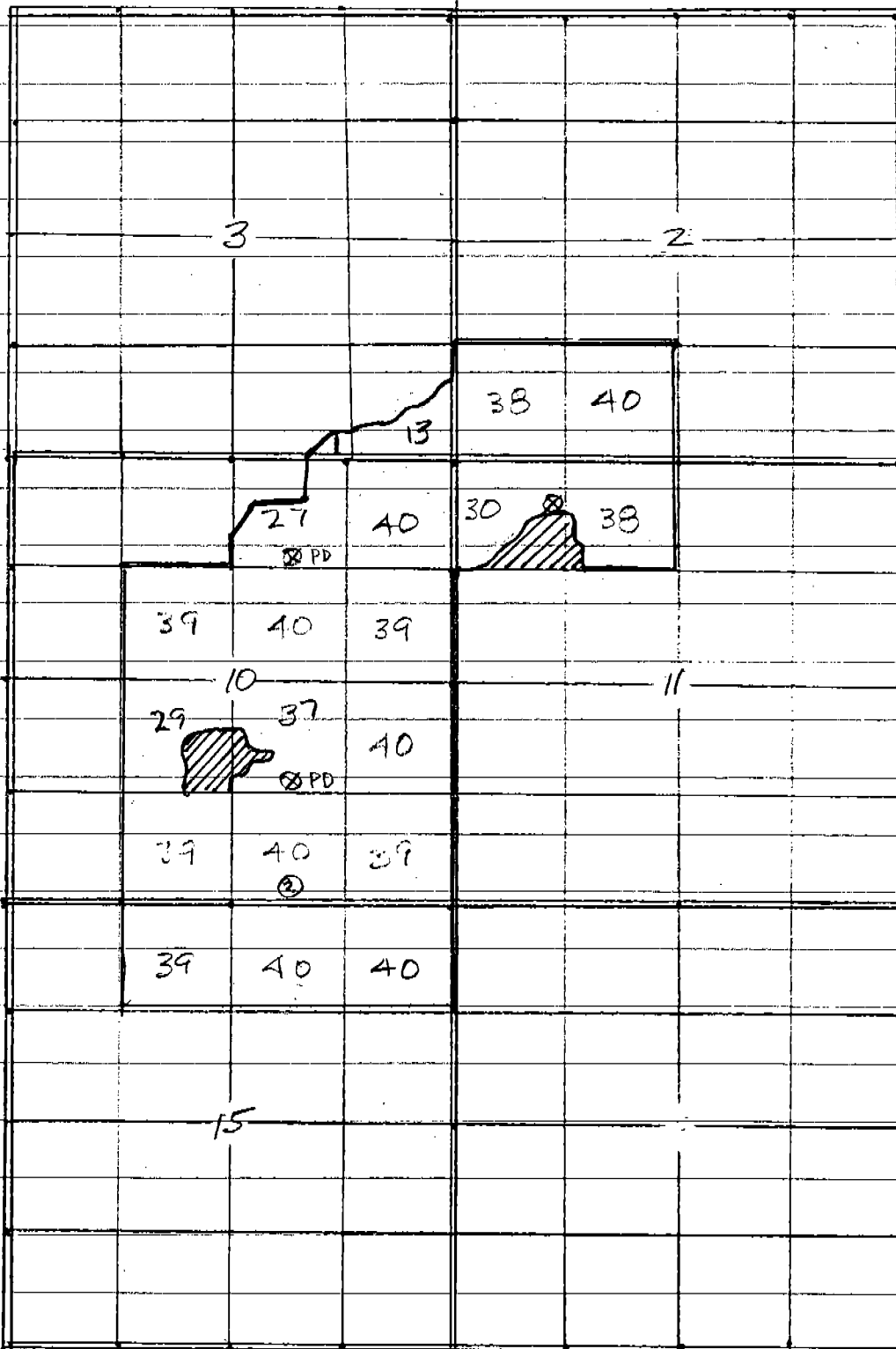
Completion of Works:

Other Rights:



7N 34E

RECOMMENDED ACRES



SECTIONS IN TOWNSHIP

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

SECT. 2 78

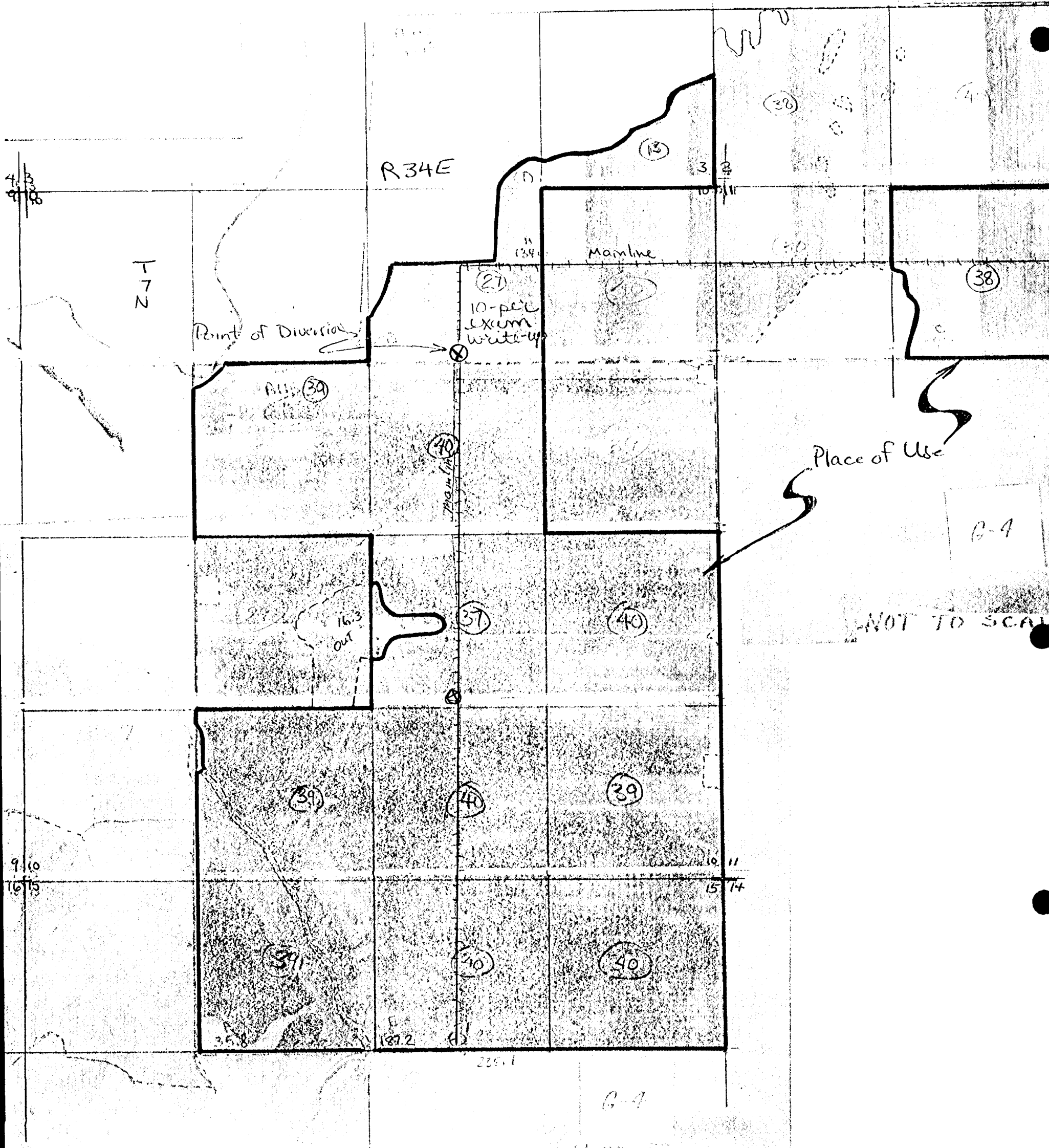
SECT. 3 14

SECT. 10 409

SECT. 11 68

SECT. 15 119

TOTAL 688



Prison
Doherty

[illegible]

FIELD REPORT / CLAIMED ACREAGE

[illegible]

LICENSE AGREEMENT

AJ NO.	CFS	NE				NW				SW				SE				TOTAL	FR 100% 2046
		NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
SECT. 2	PD	LIC																	
2346		6.94																	7-22-55
2376		3.26										10	30					40	3-23-59
2428		2.16										40	40					80	10-9-64
2449		1.54																	3-17-73
7216		2.16																	10-22-76
SECT. 3	PD	LIC																	
2346		6.94																	7-22-55
2376		3.26														8	12	20	3-23-59
2428		2.16															35	35	10-9-64
2449		1.54																	3-17-73
7216		2.16														1	13	14	10-27-76
SECT. 10	PD	LIC																	
2346		6.94			40				40				40	40	38	40	40	278	7-22-55
2376		3.26	40	30														70	3-23-59
2428		2.16	40	30														70	10-9-64
2449		1.54				39				38								77	3-17-73
7216		2.16		10	40				39				39	40	37	40	39	284	10-27-76
SECT. 11	PD	LIC																	
2346		6.94																	7-22-55
2376		3.26					15	18										33	3-23-59
2428		2.16					40	30										70	10-9-64
2449		1.54																	3-17-73
7216		2.16					38											38	10-27-76
SECT. 15	PD	LIC																	
2346		6.94	40	40			40											120	7-22-55
2376		3.26																	3-23-59
2428		2.16																	10-9-64
2449		1.54																	3-17-73
7216		2.16	40	40			39											119	10-27-76

State of Idaho
License and Certificate of Water Right 31-2346

Water License No. G-25835

Amount 6.94 c.f.s.

Water District No.

Priority July 22, 1955

THIS IS TO CERTIFY that RALPH P. COPE
of Idaho Falls, Idaho, made application for a permit to appropriate the
public waters of the State of Idaho, dated July 22, 1955; that Permit No. G-25835
was issued under said application; that Certificate of Completion of works, with a carrying capacity of
6.94 second feet, was issued thereunder on July 17, 1962, showing that said works
were completed on the 15th day of May, 1961; and that on the 15th
day of May, 1961,

RALPH P. COPE

of Idaho Falls, State of Idaho, made proof to the satisfaction of the
State Reclamation Engineer of Idaho, of the right to use the waters of a well
, a tributary of subterranean flow, for the purpose of irrigation
, under Use Permit No. G-25835 of the Department of Reclamation
and that said right to the use of said waters has been perfected in accordance with the laws of Idaho,
and is hereby confirmed by the State Reclamation Engineer of Idaho and entered of record in Volume
12 of Licenses at page 7336, on the 17 day of July, 1962;
The right hereby confirmed dates from July 22, 1955;
The Point of Diversion is located NW¹/₄ SE¹/₄, SW¹/₄ SE¹/₄
in the -- 1/4 -- 1/4, Sec. 10, Tp. 7 N., R. 34 E., B. M. County Jefferson
That the amount of water to which such right is entitled and hereby confirmed, for the purposes
aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall
not exceed 6.94 cubic feet per second.

Description and location of use:

Twp.	Range	Sec.	Forty-acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
7 N.	34 E.	10	SW ¹ / ₄ NE ¹ / ₄	39	40
			SE ¹ / ₄ NW ¹ / ₄	40	40
			NE ¹ / ₄ SE ¹ / ₄	40	40
			NW ¹ / ₄ SE ¹ / ₄	29	38
			SW ¹ / ₄ SE ¹ / ₄	40	40
			SE ¹ / ₄ SE ¹ / ₄	40	40
			SE ¹ / ₄ SW ¹ / ₄	40	40
			NE ¹ / ₄ NE ¹ / ₄	40	40
			NW ¹ / ₄ NE ¹ / ₄	40	40
			NE ¹ / ₄ NW ¹ / ₄	40	40
			Total number of acres to be irrigated:		398
					120

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place
of use herein described, as provided by the laws of Idaho.

WITNESS the seal and signature of the State Reclamation Engineer, affixed at Boise, Idaho, this

17 day of July, 1962.

RALPH M. THOMAS
Deputy State Reclamation Engineer.

(SEAL)

APPLICATION FOR AMENDMENT
TO PERMIT TO APPROPRIATE THE PUBLIC WATERS
OF THE STATE OF IDAHO, No. G-25835

31-2346

Comes now RALPH P. COPE and represents to the State Reclamation Engineer of the State of Idaho:

That he is the owner and holder of Permit to appropriate the Public Waters of the State of Idaho, No. G-25835.

That the point of diversion is described in said permit as being located NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 10, Twp. 7 N., Rge. 34 E., B. M., County of Jefferson, State of Idaho.

That he now requests that the point of diversion be changed to a point located NW $\frac{1}{4}$ SE $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$ (2 Points) Sec. 10, Twp. 7 N., Rge. 34 E., B. M., County of Jefferson, State of Idaho.

That his reasons for desiring to make such change are as follows: To make a more efficient system, including lower power costs, and providing a safety factor in case of breakdown of either pumping unit.

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

Signed at Dubois, Idaho, this 12th day of December, 1960.

s/ RALPH P. COPE
c/o H. R. Harn
Dubois, Idaho

Date of Receipt at Department of Reclamation: December 14, 1960

APPROVAL OF STATE RECLAMATION ENGINEER

I, GEO. N. CARTER, State Reclamation Engineer of the State of Idaho, hereby approve the above and foregoing application for amendment to Permit to appropriate the Public Waters of the State of Idaho, No. G-25835. This approval constitutes a new permit and is issued as an amendment to the original permit, to which it refers and of which it becomes a part, and said application is approved only insofar as the rights of others will not be adversely affected thereby.

GEO. N. CARTER
State Reclamation Engineer

Recorded: December 16, 1960

APPLICATION FOR AMENDMENT
TO PERMIT TO APPROPRIATE THE PUBLIC WATERS
OF THE STATE OF IDAHO, No. G-25835

Comes now RALPH P. COPE, and represents to the State Reclamation Engineer of the State of Idaho:

That he is the owner and holder of Permit to appropriate the Public Waters of the State of Idaho, No. G-25835, and requests that the list of lands to be irrigated, as described in said permit, be changed to read as follows:

Township 7 North, Range 34 E., B. M., Jefferson County, Idaho
Section 10: SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
Section 15: N $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$ - making a total of 400 acres.

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

Signed at Dubois, Idaho, this 15th day of March, 1961.

s/ RALPH P. COPE

Date of Receipt at office of Department of Reclamation: April 6, 1961

APPROVAL OF STATE RECLAMATION ENGINEER

Deputy

I, Ralph W. Thomas, State Reclamation Engineer of the State of Idaho, hereby approve the above and foregoing application for amendment to Permit to appropriate the Public Waters of the State of Idaho, No. G-25835. This approval constitutes a new permit and is issued as an amendment to the original permit, to which it refers and of which it becomes a part, and said application is approved only insofar as the rights of others will not be adversely affected thereby.

s/ RALPH W. THOMAS
Deputy State Reclamation Engineer

Recorded: April 11, 1961

Permit No. G-25835 ✓
CERTIFICATE OF COMPLETION OF WORKS

TO ALL WHOM IT MAY CONCERN:

This is to certify that RALPH P. COPE of Idaho Falls, County of Bonneville, and State of Idaho, the holder of Permit No. G-25835, issued upon Application No. G-33699, bearing date of priority of July 22, 1955, authorizing the diversion of 7.6 second feet of waters of a well, County of Jefferson, State of Idaho, for irrigation purposes, has fully complied with the provisions of the laws of the State of Idaho relating to the proof of completion of the works of diversion set out and described in said Permit; that said works are adequate for diverting and conveying to the place of intended use 6.94 second feet of the waters of a well from subterranean flow; that the point of diversion of said waters NW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 10, T. 7 N., R. 34 E., B. M.; and that the lands proposed to be irrigated by the use of said water are described as follows, to-wit:

398 acres in SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 10; N $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 15,
T. 7 N., R. 34 E., B. M.

Witness my hand this 17th day of July A. D., 1962.

s/ RALPH W. THOMAS, Deputy
State Reclamation Engineer

Proof of Completion of Works Made: May 15, 1961

LICENSE ISSUED FOR 6.94 SEC. FT.
page 7336

APPLICATION FOR PERMIT

To Appropriate the Subterranean Waters of The State of Idaho

Application No. G-33699
Permit No. G- 25835
District No.

1. Name of Applicant: RALPH P. COPE
Postoffice address: 927 Polson, Idaho Falls County: Bonneville State: Idaho
2. Quantity of water claimed:
- (a) Rate of withdrawal in cubic feet per second. 7.6 or Idaho
Miners' inches 380 or gallons per minute.
- (b) Annual withdrawal in acre feet per annum
3. Source of water supply: Underground from a well
4. Location of point of diversion or well is in the NW 1/4 of the SE 1/4 of Section 10
Twp. 7 N. , Rge. 34 E. , B.M., County of Jefferson
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 , Twp.
Rge. , 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 , Twp. , Rge. , B.M.
7. Kind of works: Well and pump
8. Estimated cost of works: \$5,000.00
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 Four(4)
years.
11. If applicant is a corporation, give:
- I. (a) Date and place of incorporation:
(b) Amount of capital stock: \$ (c) Amount paid in: \$
(d) Names and addresses of directors:
- II. The financial resources of the applicant are (a) Cash on hand: \$
(b) Treasury stock: (c) Bonds to be issued:
(d) Other resources:
12. The land to be irrigated is described in the following tabulation:
13. Existing water rights and/or valid permits appurtenant to the lands to be irrigated are:
- (a) (cubic feet per second, inches or gallons per minute) of the water herein applied for is to be supplemental to the existing water rights.

Remarks: I am filing on this water for the purpose of obtaining and watering desert land- 300 miners inches, and 80 mi inches to water 80 acres of private ground.

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.

RALPH R. COPE *Applicant.*

By

Agent.

Date of first receipt at Department of Reclamation: 9:00 A. M. July 22, 1955

Returned to applicant for correction:

Corrected application received:

Approval of State Reclamation Engineer

The number of this permit is G-25835

Recorded in Book 91 Page 25835 Approved August 1, 1955

This is to certify that I have examined the within application for a permit to appropriate the public waters of the State of Idaho, and hereby approve the same, subject to the following limitations and conditions:

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

Work to begin on or before October 1, 1955 and to continue diligently and uninterruptedly to completion, unless temporarily interrupted by circumstances over which the permit holder has no control.

One-fifth of the work above specified to be completed on or before August 1, 1957

The whole of said work to be completed and beneficial use of water appropriated in accordance herewith, to be made on or before August 1, 1957

Witness my hand this 1st day of August, 1955

MARK R. KULP

State Reclamation Engineer.

IN TESTIMONY WHEREOF, We, ROBERT E. SMYLLIE, Governor of the State of Idaho, and IRA H. MASTERS, 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 1st day of August, 1955

Countersigned:

STATE OF IDAHO

(SEAL)

By IRA H. MASTERS

Secretary of State.

By ROBERT E. SMYLLIE

Governor

12.

Typ.	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	
N.	34 E.	10			35				40		40			40	40	25	40	40	300
		15	40	40															80

Total Number of Acres to be Irrigated - - 380

STATE OF IDAHO

DEPARTMENT OF RECLAMATION

WHEREAS, Permit No. G-25835, in the name of Ralph P. Cope, requires proofs of completion of works and beneficial use to be made on or before August 1, 1959; and,

WHEREAS, said Permit was issued in connection with Desert Land Entry Idaho Serial No. 06411; and,

WHEREAS, applicant was prevented from proceeding with construction pending allowance of said Desert Land Entry which was not allowed until October 27, 1958; and

NOW, THEREFORE, An Extension of Time is allowed for Completion of Works and Beneficial Use Proofs on Permit No. G-25835 to October 27, 1963, or the length of time applicant was prevented from proceeding pending allowance of his Desert Land Entry and a similar extension is allowed for every other act required under the terms and conditions of Permit No. G-25835.

Signed at Boise, Idaho, this 30th day of June, 1959.

s/ GEO. N. CARTER
State Reclamation Engineer

WATER RIGHT ANALYSIS FORM

- DATA ENTRY -

Identification No. 25835

Old No.

31-2346

New No.

Record

1, 2 & 3 Original Owner: Ralph P. Cope
Address: Idaho Falls, ID

Present Owner:

Address:

4. A. Source of Water groundwater

B. Tributary of:

5. A. Stage (A,P,L,D,S,J): L

B. Status (D,L,R,C,A,I,F - leave blank if valid):

C. Priority Date: 7-22-1955D. County: 51E. Total Diversion Rate: ~~6.94~~ 6.94

F. Total Diversion Volume:

G. Transfer/Amendment (P,T of A or blank):

H. Water District:

I. DLE/Carey Act (D,C or blank):

J. Right Basis (for adjudication claims A,B,C only):

Tract Sec. Twp. Rge. Gov't Lot Rediv.6. A. Point of Diversion NWSE 10 7N 34E
SWSE 10 7N 34E

7. Period of Use, Use, Diversion Rate/Volume:

from _____ to _____ for A purposes. Amount 6.94
(cfs or ~~AC-FT/yr~~)

from _____ to _____ for _____ purposes. Amount _____

from _____ to _____ for _____ purposes. Amount _____

from _____ to _____ for _____ purposes. Amount _____

from _____ to _____ for _____ purposes. Amount _____

8. Use Code: *A*

TWP	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼			
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SE¼	SW¼
<i>7N</i>	<i>34E</i>	<i>10</i>			<i>40</i>					<i>40</i>				<i>40</i>	<i>40</i>	<i>38</i>	<i>40</i>	<i>40</i>
		<i>15</i>	<i>40</i>	<i>40</i>			<i>40</i>											

9. A. Decree Name:

B. Decree Date:

10. Remarks:

11. Other Uses (Non-irrigation explanatory information):

12. Other Rights for Same Use:

13. A. Proof Due Date:

B. Date Permit Approved or Denied:

C. Protested Date:

D. Hearing Date:

E. Old Number: *25835*

F. Proof Made (P or blank):

G. Field Exam Made (P,R,F or blank):

H. Conditions of Approval:

14. Diversion Means (brief narrative):

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO

RECEIVED
JUN 5 1955

Department of Reclamation

Permit No. G-25835

31-2346

Proof of Application of Water to Beneficial Use

and Completion of Works

Deposition of Holder

Ques. 1. State your name, residence, occupation and postoffice address.

Ans. Ralph P. Cope, residence, 927 Poulson St., Idaho Falls, Idaho.
Occupation: Farming & Well Drilling, P.O. Address, 927 Poulson St.,
Idaho Falls, Idaho

Ques. 2. If acting in behalf of corporation, state its name, principal place of business (if a foreign corporation, give name of postoffice of statutory agent), your position with reference to same, and your authority for appearing in its behalf.

Ans.

Ques. 3. State number and date of permit, and date of priority you propose to establish under the permit.

Ans. G-25835 dated 8/1/1955
with a priority date of July 22, 1955.

Ques. 4. State source of water supply and give exact location of point of diversion.

Ans. Subterranean water from two deep wells, one in NW $\frac{1}{4}$ SE $\frac{1}{4}$, and one in SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 10, Twp. 7-N., Rge 34 E.B.M.

Ques. 5. Describe your works of diversion, and state amount of water they are capable of conveying from point of diversion to place of use, and give name of canal or ditch or other works by which water is conducted to such place of use. If a well, state depth of well, depth and size of casing and depth to water. If pump is used, state discharge of pump and tell how it was measured or determined. If sprinkler irrigation, give number and size of nozzles and operating pressure. Works consist of two deep

Ans. wells powered by electric motors and capable of producing 4.0 c.f.s.. Water conveyed from the two points of diversion through underground pipe system. One well is 110 ft. deep, water stands at 56 feet, with a 16-inch casing. The other well is 73 ft. deep, and water stands at 43 feet, and has a 20-inch casing. First well produces approximately 250 inches and the second well 150 inches, having been measured by an orifice by Winthroath Pump Co. All land irrigated by sprinkler system, using 550 operating nozzles, size 5/32, operating pressure 60 lbs.

Ques. 6. State for what purpose water is used and describe place of use. (If for irrigation, name each subdivision in which used, and number of acres in each subdivision that have actually been irrigated with said water.) State whether cultivated or natural meadow land and the nature of all improvements which have been made as a direct result of said use.

Ans. Water is used for irrigation purposes in the growing of crops. Each 40-acre subdivision is completely irrigated, except approximately two acres where improvements are located in the NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 10. There is no natural meadow land. The entire acreage is under irrigation and producing crops as a result of the water developed lands irrigated as follows: SW $\frac{1}{4}$ NE $\frac{1}{4}$ (40a), SE $\frac{1}{4}$ NW $\frac{1}{4}$ (40a), NE $\frac{1}{4}$ SE $\frac{1}{4}$ (40a), NW $\frac{1}{4}$ SE $\frac{1}{4}$ (30a), SW $\frac{1}{4}$ SE $\frac{1}{4}$ (40a), SE $\frac{1}{4}$ SE $\frac{1}{4}$ (40a), SE $\frac{1}{4}$ SW $\frac{1}{4}$ (40a), Section 10; NE $\frac{1}{4}$ NE $\frac{1}{4}$ (40a), NW $\frac{1}{4}$ NE $\frac{1}{4}$ (40a), NE $\frac{1}{4}$ NW $\frac{1}{4}$ (40a), Section 15; Twp. 7 N., Rge. 34 E.B.M.

Ques. 6-a If this is a ground water permit, give name and address of person that drilled the well.

Ans. I drilled my own wells, as that is a part of my vocation work.

B25835

R1

Ques. 7. If for other than irrigation purposes; state how applied, amount of horse power generated, etc.

Ans. Water used only for irrigation purpose.

Ques. 8. What is the minimum amount of water required for the purpose specified above?

Ans. 1 inch per acre

Ques. 9. If you are not the person or representative of the corporation to whom above mentioned permit was originally issued, please state how ownership was acquired by present holder.

Ans. I am the person to whom the original permit was issued.

Ques. 10. State when, how, in what amount and to what extent the water diverted under above mentioned permit has been used.

Ans. All the water produced under my permit was used for the full 1960 irrigation season, producing over 5,000 bu. of barley and about 30,000 sacks of potatoes. The 2 wells produce at least 320 inches of water and the full supply was used.

Ques. 11. State when, how, in what amount and to what extent waters other than those diverted under the above mentioned permit have been diverted and applied to beneficial use upon the lands herein described. Give full particulars regarding such other appropriations and rights claimed thereunder.

Ans. No other water available and none used other than the water produced under this permit

(Sign) N Ralph P Cope

I hereby certify that the foregoing testimony was read to the above subscribed before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed

and sworn to before me, at my office in Dubois, County of Clark,

State of Idaho, on this 15th day of May, A. D. 1961.

H. R. Harn
H. R. Harn, Notary Public

My commission expires 5/1/65

B25835

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO

RECEIVED
MAY 24 1931

Department of Reclamation
RECEIVED
JUN 5 1931

Department of Reclamation

Permit No. G-25835

31-2346

Proof of Application of Water to Beneficial Use
the Completion of Works
Deposition of Witness

The deposition of two witnesses, on this form, taken separately, required in each case.

Ques. 1. State your name, age, residence, occupation and postoffice address.

Ans. Carl Nordstrom, age 43, residence, Montevieu, Idaho. Occupation, farming and livestock, P.O. address, Montevieu, Idaho.

Ques. 2. Are you acquainted with _____ Ralph P. Cope _____, the holder of Permit No. G-25835 _____? How long have you known him and where does he reside?

Ans. Yes, I have known Mr. Cope since childhood.

Ques. 3. Have you read or heard read said Permit No. G-25835 _____, and are you familiar with its provisions and conditions?

Ans. Yes

Ques. 4. State source of water supply, place of diversion, and describe works for conveying water from point of diversion to place of use.

Ans. Two subterranean wells. Points of diversion are in SW $\frac{1}{4}$ SE $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 10, Twp. 7 N., Rge. 3, E.B.M. The works consist of underground pipes for conveying the water and the use of sprinkler lines for irrigation purposes.

Ques. 5. How many second feet of water do you estimate said works will safely conduct to place of use, and how much water have you seen being so conveyed?

Ans. Not less than 8 c.f.s. and I have seen the water so conveyed.

Ques. 6. (Pumps) How much water in cubic feet per second, miner's inches, or gallons per minute have you seen the pump deliver, and how did you measure or estimate the amount?

Ans. I have witnessed the lands being sprinkled, and it appeared that there was an adequate water supply, but I did not have any way to measure it.

G25835

Ques. 7. State for what purpose water is used and at what place. (If for irrigation, give each subdivision in which water has been used and number of acres irrigated in each subdivision.) State whether cultivated or natural meadow land and the nature of all improvements which have been made as a direct result of said use.

Water is used entirely for irrigation purposes and the entire area is irrigated except approximately 2 or 3 acres where the ranch headquarters are located. All the land is cultivated and there is no natural meadow land. Improvements consist of potato cellar, two trailer houses used for occupants, fencing, domestic well and some planting of trees and grass. Water used in following places: SW $\frac{1}{4}$ NE $\frac{1}{4}$ (40a), SE $\frac{1}{4}$ NW $\frac{1}{4}$ (40a), NE $\frac{1}{4}$ SE $\frac{1}{4}$ (40a), NW $\frac{1}{4}$ SE $\frac{1}{4}$ (36a), SW $\frac{1}{4}$ SE $\frac{1}{4}$ (40a), SE $\frac{1}{4}$ SE $\frac{1}{4}$ (40a), SE $\frac{1}{4}$ SW $\frac{1}{4}$ (40a), Section 10, NE $\frac{1}{4}$ NE $\frac{1}{4}$ (40a), NW $\frac{1}{4}$ NE $\frac{1}{4}$ (40a), NE $\frac{1}{4}$ NW $\frac{1}{4}$ (40a), Section 15; Twp 7 N., Rge. 34 E. B. M.

Ques. 8. If for power or other purposes than irrigation, state how water has been applied and to what extent.

Ans. Water not used for power purposes or purposes other than irrigation.

Ques. 9. (If for irrigation) state character of land that has been reclaimed, and give your estimate of the amount of water required for its profitable cultivation.

Ans. The character of the land is sandy loam with some lava ash. In my opinion one inch per acre is required to profitably irrigate.

Ques. 10. Have you any interest in the works, water or lands above mentioned? If so, in what way and to what extent?

Ans. I have no interest of any kind in this land or works described herein.

Ques. 11. State when, how, in what amount and to what extent you have witnessed the application to beneficial use of water diverted under said permit.

Ans. I have seen this land at least six times during 1960, noticed the irrigation of same and the production of crops.

(Signed)

Carl Nordstrom
Carl Nordstrom

I hereby certify that the foregoing testimony was read to the above subscriber before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me in Dubois, County of Clark, State of Idaho, on this 15 day of May, A. D. 1961.

H. E. Harn
H. E. Harn, Notary Public.
Residing at Dubois, Idaho

My commission expires 5/1/65

P25835

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO

RECEIVED

MAY 24 1961

RECEIVED

JUN 5 1961

Department of Reclamation

Permit No. G-25835

31-2346

Proof of Application of Water to Beneficial Use

Deposition of Witness

The deposition of two witnesses, on this form, taken separately, required in each case.

Ques. 1. State your name, age, residence, occupation and postoffice address.

Ans. Harry C. Gerard, age 57, residence, Terreton, Idaho. Occupation - farming & livestock raising, P.O. address, Terreton, Idaho

Ques. 2. Are you acquainted with Ralph P. Cope, the holder of Permit No. G-25835? How long have you known him and where does he reside?

Ans. I have known Mr. Cope since 1921. He resides at 927 Poulson St., Idaho Falls, Idaho.

Ques. 3. Have you read or heard read said Permit No. G-25835, and are you familiar with its provisions and conditions?

Ans. Yes

Ques. 4. State source of water supply, place of diversion, and describe works for conveying water from point of diversion to place of use.

Ans. Water is supplied from two deep wells, one in the NW $\frac{1}{4}$ SE $\frac{1}{4}$, and the other in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 10, Twp. 7 N., Rge. 34 E.B.M. Water is conveyed to sprinkler lines by underground piping.

Ques. 5. How many second feet of water do you estimate said works will safely conduct to place of use, and how much water have you seen being so conveyed?

Ans. I estimate it will take at least 8 second feet, and I have witnessed lands being irrigated.

Ques. 6. (Pumps) How much water in cubic feet per second, miner's inches, or gallons per minute have you seen the pump deliver, and how did you measure or estimate the amount?

Ans. Pipes are underground, and I have seen the irrigation system in operation. I fully believe it will deliver 8 c.f.s.

D25835

Ques. 7. State for what purpose water is used and at what place. (If for irrigation, give each subdivision in which water has been used and number of acres irrigated in each subdivision.) State whether cultivated or natural meadow land and the nature of all improvements which have been made as a direct result of said use.

More
The water is used only for irrigation purposes. All the land is under irrigation except about two acres where ranch headquarters are located. All land is cultivated and there is no natural meadow land. Improvements consist of fencing, domestic well, trees and grass around headquarters, potato cellar and trailer houses for operators. Place of use SE $\frac{1}{4}$ NE $\frac{1}{4}$ (40a), SE $\frac{1}{4}$ NE $\frac{1}{4}$ (40a), NE $\frac{1}{4}$ SE $\frac{1}{4}$ (40a), NW $\frac{1}{4}$ SE $\frac{1}{4}$ (40a), SW $\frac{1}{4}$ SE $\frac{1}{4}$ (40a), SE $\frac{1}{4}$ SW $\frac{1}{4}$ (40a), Sec. 10; NE $\frac{1}{4}$ NE $\frac{1}{4}$ (40a), NW $\frac{1}{4}$ NE $\frac{1}{4}$ (40a), NE $\frac{1}{4}$ NW $\frac{1}{4}$ (40a), Sec. 15; Twp 7N., Rge. 34 EBM.

Ques. 8. If for power or other purposes than irrigation, state how water has been applied and to what extent.

Ans. Water used for irrigation only and for no other purpose.

Ques. 9. (If for irrigation) state character of land that has been reclaimed, and give your estimate of the amount of water required for its profitable cultivation.

Ans. The character of the land is a light sandy loam, and one inch per acre should be sufficient for irrigation.

Ques. 10. Have you any interest in the works, water or lands above mentioned? If so, in what way and to what extent?

Ans. I am not interested in any way in this land or the improvements on same.

Ques. 11. State when, how, in what amount and to what extent you have witnessed the application to beneficial use of water diverted under said permit.

Ans. I saw this land several times during 1960 being irrigated and crops produced.

(Signed)

Harry C. Gerard
Harry C. Gerard

I hereby certify that the foregoing testimony was read to the above subscriber before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me in Dubois, County of Clark, State of Idaho, on this 15 day of May, A. D. 1961.

H. R. B...
H. R. B... Notary Public.
Residing at Dubois, Idaho

My commission expires 5/1/65

25835



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, Idaho 83402-1718 - (208) 525-7161- Fax (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

February 21, 2001

WILCOX BROTHERS LLC
30 GOLDEN BEAUTY DR
REXBURG ID 83440

RE: CHANGE OF ADDRESS FOR A31-02428, A31-02346, A31-02376,
A31-02449, A31-07216

Dear Claimant:

The address for the above referenced adjudication claim(s) have been
changed per your request. Copies of the claim(s) are enclosed for your files.

If you have any questions feel free to contact this office at (208) 525-7161.

Respectfully submitted,

Cheri Vandermeulen
Records Clerk

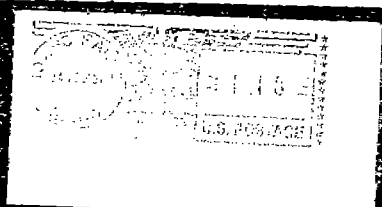
Enclosure(s)

31-023410

PS FORM 3547 DUE 60¢

RETURN TO SENDER
↓ ↓ ↓

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10



DEPARTMENT OF WATER RESOURCES
EASTERN DISTRICT OFFICE
900 N. SKYLINE DR. STE. A
IDAHO FALLS, ID 83402

So. Idaho Center, ID.
WILCOX BROTHERS LLC
4891 S HWY 191
REXBURG, ID 83440



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

July 18, 2000

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

Wilcox Brothers, LLC
30 Golden Beauty Dr.
Rexburg ID 83440

15-24-00

Response

Re: Snake River Basin Adjudication (SRBA) P.P.
Water Rights #A21-07106B, 21-10028, A31-02449, A31-07216,
A31-02346, A31-02376 & A31-02428

Dear Water Right Holder:

We have been advised the address for you presently in our records is incorrect. 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. Future notices related to your water right(s) can be sent only to the address on your water right(s) or as otherwise changed by you.

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 and list any other water rights you may have before returning this letter by August 14, 2000. 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 rights referenced above, please write down the name and address of the new owner(s) so we can send them a form to make this required change to the water right records.

Sincerely,

Sally Sherman
Technical Records Specialist
Adjudication Bureau

SS:region

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

Water Right Holder's Signature

Telephone No.

IDAHO
MENT OF WATER RESOURCES
Orchard Street, P.O. Box 83720
83720-0098

Service Requested



RECEIVED

MAY 23 2000

Department of Water Resources

AS REQUESTED, THE CORRECT
MAILING ADDRESS IS:

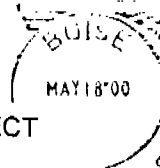
30 Golden Beauty Dr
REXBURG ID 83440

A31-02346
WILCOX BROTHERS LLC
4891 S HWY 191

REXBURG

ID 83440

5573
10100



U.S. POSTAGE

0 2 4

6789394

A31-02449

-07216-

-02376-

-2428

21-10028

A21-07106B

Permit

FROM KEITH C. WILSON

DATE 12-1-1988

TO Adj. file A31-02346/02376/02428/02449/67216/10271

SUBJECT Filing Date

All above claims were received on Dec 1, 1988
Envelope was dated Nov 30, 1988.

NO LATE FEE REQUIRED!

Keith C. Wilson
MICROFILMED
NOV 17 1992
SIGNATURE

MAY 13, 1997

WILCOX BROTHERS LLC
4891 S HWY 191
REXBURG ID 83440

RE: CHANGE IN OWNERSHIP FOR A31-07216, -02449, 02346, -
-02376, -02428

Dear Mr. Wilcox:

It has come to our attention that you may have recently purchased a tract of land in Jefferson County. The land I am referring to was most recently owned by Burtenshaw/Jernberg Farms 1279 N East Lake Rd Terreton ID. The legal description is as follows:

07N 34E 10 NWNE
NWSE
SWSE
07N 34E 11 NWNW

This property was filed on in the Snake River Basin Adjudication (SRBA), and we recommend that if, in fact, you now own the property in question, you file a "Change in Ownership" with this department in order that we may send all further correspondence to the appropriate owner(s).

Enclosed is a Change in Ownership form. Please fill out the form completely, sign and date it and return it to my attention along with a "copy" of your Warranty Deed and legal description of the property you have purchased.

If you have any questions regarding this matter, please call 525-7161.

Respectfully submitted,

Jo Thompson
Adjudication Secretary

Enclosure

A31-07216, 02449
02346, 02376,
02428

Wally

No. 1
63/21/97
ID# 35

NORTH ESPA WATER MEASUREMENT DISTRICT
1997 ANNUAL ASSESSMENT NOTICE

TO: ~~BURTENSHAW & JERNBERG FARMS~~
~~1279 NORTH EAST LAKE ROAD~~
TERRETON ID 83450

Wilcox Brothers LLC
4891 S. Hwy 191
Rexburg, ID 83440

Water Right		Priority	Diversions	
Number	Name	Date	Rate (cfs)	Units
A31-07216 ✓	BURTENSHAW & JERNBERG FARMS	11/22/1976 L ✓	2.160	CFS
A31-02449 ✓	BURTENSHAW & JERNBERG FARMS	03/17/1973 L ✓	1.540	CFS
A31-07012	BURTENSHAW, DON	07/03/1968 L	6.290	CFS
A31-10625 ✓	BURTENSHAW, DON <i>different owner</i>	06/01/1914 J	0.270	CFS
A31-02346 ✓	BURTENSHAW & JERNBERG FARMS	07/22/1955 L ✓	6.940	CFS
A31-02376 ✓	BURTENSHAW & JERNBERG FARMS	03/23/1959 L ✓	3.260	CFS
A31-02428 ✓	BURTENSHAW & JERNBERG FARMS	10/09/1964 L ✓	2.160	CFS

Total Water Right Diversion Rate: -22.620 CFS 1604
Pro-rate cost factor = \$26.00 per cfs
(1) Assessed pro-rate cost: \$ 588.12 417.86

Total number of diversions: 4
(2) Total number of diversions x \$25: \$ 150.00 100.07

Total 1997 assessment (1) + (2): \$ 738.12 517.86

PLEASE REMIT PAYMENT ON OR BEFORE MAY 1, 1997

Assessments not paid by May 1 shall bear interest from the due date until paid at the rate of eight percent (8%) per annum.

Personnel from the measurement district will be contacting you and collecting information about your pumping system or diversion works. Your assistance and cooperation are not only appreciated but are essential in containing costs.

We have carefully tried to describe your points of diversion and flow rates authorized by water rights without duplication or error. If you feel there is a mistake, please contact the water measurement district office at (208) 525-7171.

(keep this portion for your records)

(detach here and return with payment)

PLEASE REMIT PAYMENT ON OR BEFORE
MAY 1, 1997 PAYABLE TO:
NORTH ESPA WATER MEASUREMENT DISTRICT
900 N SKYLINE DR STE A
IDAHO FALLS ID 83402-1718

Number of diversions: 6
Total diversion rate: 22.620 CFS

Total assessment: \$ 738.12

ID# 35
BURTENSHAW & JERNBERG FARMS
1279 NORTH EAST LAKE ROAD

TERRETON ID 83450

Address correction requested



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Idaho Falls, Idaho 83402-1718 - (208) 525-7161 - Fax (208) 525-7177

EASTERN REGION

APRIL 4, 1997

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

WILCOX BROTHERS LLC
4891 S HWY 191
REXBURG ID 83440

RE: CHANGE IN OWNERSHIP FOR A31-07216, -02449, -02346,
-02376, & -02428

Dear Mr. 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 are copies of the Notice(s) of Claim, 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 these Notices for your records.

Respectfully submitted,

Jo Thompson
Adjudication Secretary

Enclosure: Notices of Claim

DE. LOG GT
4-3-97

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

RECEIVED

APR 02 1997

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right Number(s) _____
Adjudication Claim Number(s) A 31-07216, 02449, 02346, 02376, 02428
2. The following **REQUIRED** information must be submitted with this form.
- A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)
OR
C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant(s) Burtenshaw + Jernberg Farms
1279 N East Lake Rd. Terreton, ID 83450
4. New Owner/Claimant(s) Wilcox Brothers LLC
Name connector (Check one): ☐ AND, ☐ OR, ☐ AND/OR
New Mailing Address 4891 S. Hwy 191
City, State and ZIP Code Rexburg, ID 83440
New Telephone Number (208) 356-6668
5. Date you acquired the property 5/96 + 11/96
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
- Number of acres actually irrigated _____ Number and type of stock _____
- Diversion rate in CFS _____ Number of homes _____ Other uses _____
cubic feet per second
- If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner/Claimant(s) Derry Wilcox Date March 26 97
Date _____
8. (Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)
For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

CONTRACT OF SALE

THIS AGREEMENT, Made and entered this 22nd day of May, 1996, by and between BEN D. JERNBERG and PEGGY ANN JERNBERG, husband and wife, of P.O. Box 1442, Billings, MT 59103, and BEN D. JERNBERG and PEGGY ANN JERNBERG, Trustees of THE BEN D. JERNBERG AND PEGGY ANN JERNBERG FAMILY TRUST, created September 1, 1992, of P.O. Box 1442, Billings, MT 59103, hereinafter called "Seller" and WILCOX BROTHERS, L.L.C., an Idaho Limited Liability Company, with its principal place of business located at 4891 S. Hwy 191, Wrisberg, ID 83440, hereinafter called "Buyer,"

WITNESSETH:

1. Property.

Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, the following described real property situated in Jefferson County, Idaho to-wit:

Tract I:

Seller Ben D. Jernberg and Peggy Ann Jernberg's undivided one-half interest in and to the following described real property:

Township 7 North, Range 34 East of the Boise Meridian, Jefferson County, Idaho.

Section 2: S1/2 SW1/4

Section 3: S1/2 SE1/4

Section 10: N1/2 NE1/4

SE1/4 NE1/4

E1/2 SW1/4

Section 15: NE1/4SW1/4

10
S W N E

Tract II:

Sellers undivided one-half interest in and to the following described real property:

Township 7 North, Range 34 East of the Boise Meridian, Jefferson County, Idaho.

Section 10: SE1/4 NW1/4
SW1/4 NE1/4
SE1/4

EXCEPTING THEREFROM: Beginning at a point that is North 1895 feet, more or less from the South Quarter Corner of said Section 10, said point being the point of intersection with the North-South Section line and the South side of an existing private road way: thence South along said North-South Section line for a distance of 350 feet; thence East 350 feet; thence North to the point of intersection with the South side of said existing private roadway; thence in a Northwesterly direction following the South side of said private roadway to the point of beginning.

Section 15: N1/2 NE1/4.

Together with Seller's interest in any and all water and water rights, ditch and ditch rights appurtenant thereto, including the following ground water licenses: SRBA claim Nos: A31-02428; A31-07216; A31-02376; A31-02346; and A31-02449.

Subject to easements of record or in existence for roads, streets, ditches, canals, pipelines and utilities, including, but not limited to a reservation by Seller of a perpetual easement to maintain two existing irrigation wells and one domestic well (presently, most western domestic well), together with joint use of the present well house and pressure tanks, pumps, panels, motors, meter bases, ditch, power and an ingress and egress for maintenance thereof required by Seller to water property adjacent to the premises and retained by Seller.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining.

CONTRACT OF SALE - Page 2

stj@cmberg.ca

05-23-1996 10:28AM FROM RTHK&K LTD 10 356503 P.04

2. Price.

Buyer shall pay Seller for said property a purchase price of Four Hundred Thousand Dollars (\$400,000.00), payable as follows:

The sum of \$200,000.00 cash paid down on the date of closing as hereinafter described.

The balance of \$200,000.00 principal plus accruing interest on the unpaid balance at eight percent (8%) per annum from the date of closing, until paid, shall be payable by Buyer to Seller at Alliance Title and Escrow Corp., Rigby, Idaho, Escrow Holder, as follows:

The sum of Twenty-Three Thousand Three Hundred Sixty-Five and 91/100 Dollars (\$23,365.91), which shall be applied first to accrued interest and the balance to principal, shall be due and owing on or before June 1, 1997, with a like payment due and owing on or before the same day of each year thereafter, until the 1st day of June, 2011, when the entire remaining balance of interest and principal shall be due and owing.

Buyer may make additional payments at any payment due date without penalty and interest shall accrue only on the unpaid principal balance.

Buyer and Seller shall each pay, when due, one-half of all escrow fees. Buyer shall add to each payment made to the escrow holder a sum equal to Buyer's share of the escrow fees then owing.

3. Possession.

Buyer is granted legal possession of the premises at closing. However, it is understood and agreed that the premises are presently subject to certain leases for the 1996 crop season. Therefore, Buyer shall only have actual possession following the crop 1996

Seller shall immediately order and within thirty days of the date hereof deposit with the escrow holder, a policy of title insurance insuring such title subject to payment of this contract and the standard printed exceptions.

7. Default Remedies.

Time and punctuality of payment are the essence and material part of this contract; and in the event Buyer shall default in the performance of the terms of this agreement, Seller may cause notice in writing to be given to Buyer, specifying the matters in which such default occurred. The notice shall be served upon Buyer by depositing the same in any United States Post Office, addressed to Buyer at 4891 S. Hwy 191, Rexburg, ID 83440, certified mail, postage prepaid, and such notice shall be deemed served upon its deposit in the post office as aforesaid. If Buyer shall fail to cure such default within thirty days after the service of such notice as aforesaid, then Seller may elect to:

A. Declare the entire unpaid balance on the contract, including principal, interest, taxes, assessments, attorneys' fees, and any other sums owing Seller to be immediately due and owing, and

B. Elect to either:

(1) Bring suit to establish the balance owing hereunder as a debt due by Buyer to Seller, 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 Buyer of election to pursue this remedy is required prior to suit, or,

(2) Declare this contract to be terminated due to said default. In that event this contract shall be immediately terminated, and Buyer shall forfeit all rights to said premises, and all payments made hereon shall be retained by Seller as liquidated damages for the breach of this contract. In that event Buyer agrees 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

CONTRACT OF SALE - Page 5

sbj@erzberg.ca

be retained as liquidated damages. If notice of election of this remedy is not given in the notice of default, then an additional certified mail notice of the election to terminate the contract shall be given, and Buyer agrees to immediately vacate the premises upon receipt of the notice, and

C. To pursue any other remedy in law or equity to enforce the performance of this contract, or to recover damages for the breach thereof.

D. To reclaim from the escrow holder all papers placed therein, including a Quitclaim Deed, with after acquired clause, from Buyer to Seller, which the parties agree shall be made a part of the escrow.

E. The default period in this contract and in the escrow agreement shall run concurrently.

8. Attorneys' Fees.

In the event either party hereto shall be required to employ an attorney for the enforcement of this contract, with or without suit, the defaulting party agrees to pay the prevailing party's reasonable attorneys' fees. In the event of default by Buyer, Buyer agrees to pay attorneys' fees of Seller in issuing notice of default, or otherwise enforcing the contract, without suit.

9. Binding Effect.

This agreement is not only binding upon the parties hereto, but upon their respective successors, heirs, administrators and assigns.

The terms "Seller" and "Buyer" shall be construed, as used herein, to include the actual parties hereto.

10. Document Preparation Closing Costs & Escrow Fees.

Seller and Buyer shall each pay one-half of all document preparation fees, closing costs and escrow set up fees.

CONTRACT OF SALE - Page 6

sjvsnberg.es

11. Inspection; Disclaimer of Warranty.

Buyer covenants that he has thoroughly and carefully inspected the premises, and all parts and portions of the property included in this sale, and accepts the same on an "as is" basis so far as the condition thereof is concerned. ANY WARRANTY AS TO CONDITION OF ANY PROPERTY IS EXPRESSLY DISCLAIMED.

Notwithstanding the above, to the best knowledge of Seller's, there has been no leak, spill, release, discharge, emission or disposal of any substance or material defined or designated as hazardous or toxic waste, material, substance, or other similar term, by any federal, state or local environmental statute, regulation or ordinance on, about, or in any of the properties at any time occupied or owned by Seller. Moreover, all handling, disposal, transportation, storage, treatment or usage of Hazardous Material by Seller has been in compliance with all applicable Environmental Regulations.

12. Transfer Restricted.

It is expressly agreed that no sale of the premises or any assignment of this contract shall be valid or binding unless same is in writing and has been approved in writing by Seller, and Buyer agrees that he shall not mortgage said premises nor allow any liens upon same without the written permission of Seller. Provided, however, consent to assignment of this contract or sale of the premises to responsible parties shall not be unreasonably withheld.

13. Closing.

Closing shall take place at the office of Rigby, Thatcher, Andrus, Rigby, Kam & Moeller, 25 N. 2nd E., Rexburg, Idaho, at a time mutually agreed upon by the parties,

CONTRACT OF SALE - Page 7

objernberg.cs

but in no event later than the 1st day of June, 1996. The parties agree to execute a mutually acceptable closing statement at or before the time of closing.

14. Contingency.

It is understood and agreed by and between the parties, that this contract and related obligations of the parties, together with the closing described above, are contingent upon Buyer and certain third parties, Rhea Cope, Steven B. Burtenshaw and Shelli G. Burtenshaw, entering into a binding contract for the purchase of the balance of the undivided one-half interest of the premises sold herein. Should said binding contract not be executed by the appropriate parties prior to the 15th day of June, 1996, then either party, upon ten days written notice to the other party hereto, may cancel this contract and thereafter, neither party shall be obligated to the other party, each being responsible only for his/her/its share of expenses, costs and fees incurred to that termination date.

It is also understood and agreed that the monies due Seller from the closing shall be held in an interest bearing trust account of Rigby, Thatcher, Andrus, Rigby, Kam & Moeller, Chartered until the execution of the said Contract between Buyer and said above described third parties is consummated.

15. Miscellaneous.

Should Buyer desire to install an irrigation system which requires that Seller's present ditch and power lines be buried, then Seller grants Buyer the right, at Buyer's sole expense to bury Seller's power line and to replace Seller's present ditch located upon the premises with a culvert providing that said culvert does not impede the flow to Seller's retained property.

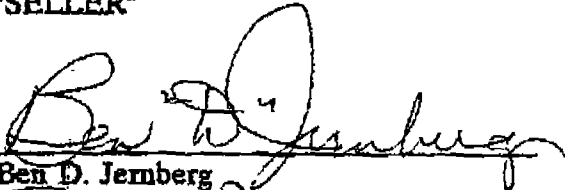
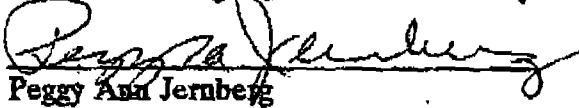
CONTRACT OF SALE - Page 8

sbj@jmborg.cs

Seller presently retains a single wide trailer house upon the premises being sold by this Contract of Sale. Said trailer house shall remain the property of Seller and shall continue to be located upon the premises free of charge unless and until Buyer gives Seller thirty (30) days written notice to remove the same.

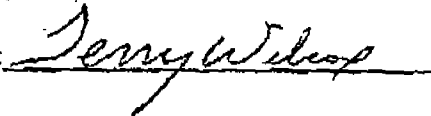
IN WITNESS WHEREOF, the parties have executed this contract.

"SELLER"


Ben D. Jernberg

Peggy Ann Jernberg

"BUYER"

WILCOX BROTHERS, L.L.C.

By: 

THE BEN D. JERNBERG AND PEGGY ANN
JERNBERG FAMILY TRUST

By: 
Ben D. Jernberg, Trustee
By: 
Peggy Ann Jernberg, Trustee

STATE OF IDAHO)
 ss.
 County of Madison.)

On this 23rd day of May, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared BEN D. JERNBERG and PEGGY ANN JERNBERG, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Shelly A. Balls
 Notary Public for Idaho
 Residing at: Sugar City, Idaho
 My Commission expires: 7-12-97

STATE OF IDAHO)
 ss.
 County of Madison.)

On this 23rd day of May, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared BEN D. JERNBERG and PEGGY ANN JERNBERG, known to me to be the persons whose names are subscribed to the within instrument as the trustees of The Ben D. Jernberg and Peggy Ann Jernberg Family Trust and acknowledged to me that they executed the same as such trustees of said trust.

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

Shelly A. Balls
 Notary Public for Idaho
 Residing at: Sugar City, Idaho
 Commission Expires: 7-12-97

CONTRACT OF SALE - Page 10
 sbjernberg.ca

STATE OF IDAHO)

County of Madison.)

On this 23rd day of May, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared TERRY K. WILCOX known to me to be the managing member, of WILCOX BROTHERS, L.L.C., the limited liability company that executed the foregoing instrument and acknowledged to me that such company executed the same.

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

Shella A. Boers
Notary Public for Idaho
Residing at: Sugar City, Idaho
Commission Expires: 7-12-97

CONTRACT OF SALE - Page 11
stbjernberg.es

CONTRACT OF EXCHANGE

THIS AGREEMENT, Made and entered this 1st day of July, 1996, by and between Steven B. Burtenshaw and Shelli G. Burtenshaw, husband and wife, of 1279 N.E. Lake Road, Terreton, Idaho 83450 ("Burtenshaws"), and Wilcox Brothers, L.L.C., an Idaho Limited Liability Company, with its principal place of business located at 4891 South Highway 191, Rexburg, Idaho 83440 ("Wilcox"),

WITNESSETH:

1. **Exchange Property from Burtenshaws.** Burtenshaws agree to exchange and convey to Wilcox, and Wilcox agrees to acquire from Burtenshaws, as an exchange, on the terms and conditions herein specified, the following described real property, and related personal property, situated in Jefferson County, Idaho, to-wit:

A. Irrigated Farm. An undivided one-half interest in and to:

In Twp. 7 N., Rge. 34 E., Boise Mer.:

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

Section 3: S $\frac{1}{2}$ SE $\frac{1}{4}$

Section 10: NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, saving and excepting therefrom the following described parcel:

Beginning at a point that is North 1895 feet, more or less, from the South Quarter Corner of Sec. 10, Twp. 7 N., Rge. 34 E., Boise Mer., said point being the point of intersection with the North-South Section line and the South side of an existing private roadway; and running thence South along said North-South Section line for a distance of 350 feet; thence East 350 feet; thence North to the point of intersection with the South side of said existing private roadway; thence in a Northwesterly direction following the South side of said private roadway, to the point of beginning. Together with easement of record for private roadway providing ingress and egress to said parcel.

Section 11: N $\frac{1}{2}$ NW $\frac{1}{4}$

Section 15: NE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{2}$ NE $\frac{1}{4}$

Subject to easements, if any, of record or in existence for roads, ditches, pipelines and utilities; and subject to a reservation and right in Ben D. Jernberg and Peggy Ann Jernberg, husband and wife, and Ben D. Jernberg and Peggy Ann Jernberg, as Trustees of The Ben D. Jernberg and Peggy

Ann Jernberg Family Trust, of a perpetual easement to maintain two existing irrigation wells, with pumps, panels, motors, meter bases, power and power lines, pipes, and ditch, and a roadway for ingress and egress for maintenance thereof, required of them to irrigate property adjacent to the premises.

Together with any and all water and water rights, including the following ground water licenses: SRBA Claims Numbered A31-02428, A31-07216, A31-02376, A31-02346, and A31-02449; ditch and ditch rights; four irrigation wells, with four 100 HP pumps and appurtenances; and irrigation systems (except the new Zimmatic Lateral Irrigator which is to be separately conveyed to Grantee, subject to the purchase money debt owing The Bank of Commerce, to be assumed by Grantee) pertaining thereto, including 430 4" hand pipe, all openers, four wheel lines, one pipe trailer, and one Zimmatic circle; and improvements and appurtenances thereto, rents, issues and profits thereof, and reversions and remainders.

SUBJECT, HOWEVER, to assuming and paying when due, the Agreement for Sale, dated October 5, 1981, modified by Amendment to Agreement of sale, dated September 20, 1988, held in escrow at The Bank of Commerce, 205 A Street, Idaho Falls, Idaho 83402, with Rhea Cope, a widow, owning all rights of Ralph P. Cope and Rhea Cope, husband and wife, as original Sellers, on which is owing \$216,278.89 principal and accrued interest at seven (7%) per annum to October 15, 1996 (the proration date) of \$16,259.43, for a total of \$232,538.32, commencing with the payment of \$25,900.00 due and owing on September 15, 1996. The Agreement for Sale includes the above undivided one-half interest in and to the described property. A Notice of Real Estate Sale Contract was recorded with the records of Jefferson County, Idaho, on October 13, 1981, as Instrument No. 212282.

B. Residence and Farmstead. Complete ownership in and to the following described parcel, constituting part of SE¼ of Sec. 10, Twp. 7 N., Rge. 34 E., Boise Mer.:

Beginning at a point that is North 1895 feet, more or less, from the South Quarter Corner of Sec. 10, Twp. 7 N., Rge. 34 E., Boise Mer., said point being the point of intersection with the North-South Section line and the South side of an existing private roadway; and running thence South along said North-South Section line for a distance of 350 feet; thence East 350 feet; thence North to the point of intersection with the South side of said existing private roadway; thence in a Northwesterly direction following the South side of said private roadway, to the point of beginning.

Subject to easements, if any, of record or in existence for roads, ditches, pipelines and utilities; and subject to a reservation and right in Ben D. Jernberg and Peggy Ann Jernberg, husband and wife, and Ben D. Jernberg

and Peggy Ann Jernberg, as Trustees of The Ben D. Jernberg and Peggy Ann Jernberg Family Trust, of a perpetual easement to maintain a domestic well (presently the most western domestic well), together with joint use of present well house and pressure tanks, with meter base, power and power lines, and pipeline, and a roadway for ingress and egress for maintenance thereof, required of them to provide domestic water for a farm home and farmstead on their property westerly of the premises.

Together with residence home (a double-wide mobile home) and other home (a single-wide mobile home) set-up on premises; shop and corrals, and any and all other improvements and appurtenances thereto, rents, issues and profits thereof, and reversions and remainders.

C. Zimmatic Lateral Irrigator, installed new for this irrigation season on part of the property described in part A, above, by Glacier Irrigation, Inc., under contract #006649, dated December 8, 1995, including the following:

Zimmatic Lateral Irrigator, with buried guidance; four wheel hose pull cart; four 8" x 157' spans; eight 6-5/8" x 157' spans; 44' overhang; one module spray; 480' of 8" hard hose; fourteen 9 x 24 tires; end tower light; 12 KW TR3 27.1 HP power unit; water shutoff valve; area lighting kit; drops; sprays; 20 PSI regulators; boom barks at towers; and ancillary described on sheet attached to purchase contract.

SUBJECT, HOWEVER, to that purchase money loan owing by Double Arrow Farms, Inc., to The Bank of Commerce, 110 Main Street, Mud Lake, Idaho 83450, on which is owing \$85,106.00 principal and interest accruing at 9.85 per cent from March 14, 1996, which Wilcox Brothers, L.L.C. assumes and agrees to pay, according to the terms thereof, holding Double Arrow Farms, Inc., and Steven B. Burtenshaw and Shelli G. Burtenshaw, husband and wife, harmless of liability thereunder. Wilcox shall as soon as practicable either obtain a release of Double Arrow Farms, Inc. and Burtenshaws from liability on the loan or pay it off in full. Wilcox has credit against the exchange for the \$85,106.00 principal owing on the assumed loan. Payment of interest is the separate obligation of Wilcox, since it has had possession of and beneficial use of the Zimmatic Lateral Irrigator for the 1996 irrigation season.

2. Exchange Property and Cash Payment from Wilcox. Wilcox agrees to make a cash payment of \$25,000.00 on or before closing and to exchange and convey to Burtenshaws, and Burtenshaws agree to acquire from Wilcox, as an exchange, on the terms and conditions herein specified, the following described real property, and related personal property, situated in Jefferson County, Idaho, to-wit:

Twp. 6 N., Rge. 34 E., Boise Mer.:

Sec. 17: NW $\frac{1}{4}$, saving and excepting therefrom the following parcel:
Beginning at the Southwest corner of said NW $\frac{1}{4}$, and running thence North 456 feet; thence Easterly to a point that is North 442 feet and East 361 feet from the point of beginning; thence South 442 feet; thence West 361 feet, to the point of beginning.

Sec. 17: SW $\frac{1}{4}$, saving and excepting therefrom the following parcel:
Beginning at the Southeast corner of said SW $\frac{1}{4}$, and running thence West 230 feet; thence North 570 feet; thence East 230 feet; thence South 570 feet, to the point of beginning.

Subject to easements, if any, of record or in existence for roads, ditches, and utilities.

TOGETHER WITH any and all water and water rights, ditches and ditch rights, irrigation equipment, improvements and appurtenances thereto, rents, issues and profits thereof, and reversions and remainders.

SUBJECT, HOWEVER, to Steven B. Burtenshaw and Shelli G. Burtenshaw, husband and wife, assuming and agreeing to pay when due that Contract of Sale, dated July 1, 1996, with Don M. Burtenshaw and Beverly Burtenshaw, husband and wife, as Sellers, and Wilcox Brothers, L.L.C., an Idaho Limited Partnership, as Buyer, commencing with the payment of \$23,186.08 owing direct to Sellers, on October 15, 1997. It is understood that Wilcox Brothers, L.L.C. is responsible to pay the payment of \$272,355.68 owing, without interest, on October 15, 1996. The balance assumed by Steven B. Burtenshaw and Shelli G. Burtenshaw, husband and wife, is \$227,644.32 principal, plus accruing interest on the unpaid balance at eight (8%) per annum from October 15, 1996, in twenty annual amortized installments of \$23,186.08 each, with the final installment due October 15, 2016.

3. Possession. Burtenshaws are granted possession of the property being acquired by them on October 15, 1996.

Wilcox is granted possession of property being acquired by it as follows:

A. The Irrigated Farm: Possession of the farm for the 1996 crop season has been handled between Burtenshaws, who own an undivided one-half interest, and Ben D. Jernberg and Peggy Ann Jernberg, husband and wife, and Ben D. Jernberg and Peggy Ann Jernberg, as Trustees of The Ben D. Jernberg and Peggy Ann Jernberg Family Trust, "Jernbergs", who own the other undivided one-half interest, by renting the potato ground to Mitch Jacobs on a cash lease basis, but with Burtenshaws irrigating the potatoes, and with Burtenshaws, operating the balance of the farm, an undivided one-half in their own right and the other undivided one-half as a rental from Jernbergs. Cash rental for the potato ground has been and will be received four-fifths ($\frac{4}{5}$) by Burtenshaws and one-fifth ($\frac{1}{5}$) by Wilcox as purchaser from Jernberg on a separate contract. Wilcox shall receive crop shares of the other crops, as follows: one-sixth ($\frac{1}{6}$) of the grain and one-

fourth (1/4) of the hay. Pumping power for the entire farm shall be paid, when the irrigation season is finished, one-half (1/2) by Burtenshaws and one-half (1/2) by Wilcox. Burtenshaws are using the Zimmatic Lateral Irrigator to irrigate the potatoes. As to the Burtenshaws undivided one-half interest in the farm, and as to surrender of occupation of the farm under the rental agreement, possession shall be given from Burtenshaws to Wilcox upon completion of the harvest of the 1996 crops; ~~provided Burtenshaws shall have the 1996 fall grazing~~, but shall not interfere with the fall farming work of Wilcox in preparation for the 1997 crop year.

B. The Residence and Farmstead: Burtenshaws shall move from the homes and remove their personal property from the premises on or before November 15, 1996.

C. The Zimmatic Lateral Irrigator: Wilcox shall have possession of this after completion of irrigation of the potatoes for the 1996 crop season.

4. Maintenance. Burtenshaws shall look to Don M. Burtenshaw and Beverly Burtenshaw, husband and wife, to properly care for, farm and maintain the property being acquired by them until they receive possession on October 15, 1996. Thereafter, they shall properly care for, farm and maintain that property in accordance with the duties of Buyer under the assumed Contract of Sale.

Burtenshaws agrees with Wilcox as to maintenance of the property being acquired by Wilcox, as follows:

A. The Irrigated Farm: Burtenshaws agree as to their possession of the farm for the 1996 crop season, subject to potato ground rental to Mitch Jacobs, that they will, at their own expense, properly farm, maintain and care for the property, together with the wells, pumps and irrigation systems. The wells, pumps and irrigation systems shall be in good working order at the end of the irrigation season for the 1996 crops. Upon completion of the irrigation season, Wilcox shall then take possession of the irrigation systems, inspect the systems, accept the same if in good working order, or require repairs if repairs are needed. Burtenshaws shall make any necessary repairs.

B. The Residence and Farmstead: Burtenshaws agree to properly maintain and care for the residence home, outbuildings and corrals, so that when possession is delivered to Wilcox, the improvements will be in substantially the same condition as at the present, ordinary wear and tear excepted.

C. The Zimmatic Lateral Irrigator: Wilcox shall then take possession of the system after irrigation of the 1996 potato crop is complete, shall inspect the system, accept the same if it is in good working order, or require repairs if repairs are needed. Burtenshaws shall make any necessary repairs. Wilcox shall thereafter maintain the equipment in good working order until the loan with Bank of Commerce is paid in full or until Double Arrow Farms, Inc. and Steven B.

Burtenshaw and Shelli G. Burtenshaw, husband and wife, are released of all liability under that loan.

5. Taxes. Property taxes and assessments levied against the property being acquired by Burtenshaws in this exchange, shall be prorated and paid, as follows: Burtenshaws are responsible to look to Don M. Burtenshaw and Beverly Burtenshaw, husband and wife, to assure that all 1995 and prior property taxes and assessments are paid in full prior to final closing, and to see that 1996 property taxes and assessments are paid when due and before delinquent. Burtenshaws are responsible under the terms of the assumed Contract of Sale, to pay all 1997 and later taxes and assessments, levied and assessed against the premises, when due and payable and before delinquent.

Property taxes and assessments levied against the property being acquired by Wilcox in this exchange, shall be prorated and paid, as follows:

A. The Irrigated Farm: Burtenshaws shall pay one-half of the 1996 and one-half of all prior property taxes and assessments. Jernbergs are responsible for one-half of the 1995 and prior taxes and assessments and Wilcox is responsible for one-half of the 1996 and all later taxes and assessments levied and assessed against the premise. Burtenshaws' share of any unpaid 1995 and prior property taxes and assessments shall be paid to the Jefferson County Treasurer on or before final closing of this exchange. As to 1996 property taxes, which are not yet assessed or due, the parties agree to assume for this sale that they will be in the same amount as the 1995 property taxes and assessments for the same property. Burtenshaws shall pay to Wilcox at or before final closing their one-half share of the assumed amount of the 1996 taxes, and Wilcox shall then pay to the Jefferson County Treasurer all of the 1996 property taxes and assessments as subsequently levied and assessed, regardless of whether the amount is greater or lesser than the assumed amount. The parties desire to finally settle the property taxes between themselves, at closing, and Wilcox shall then pay the 1996 property taxes and assessments regardless of the actual amount.

B. The Residence and Farmstead: Burtenshaws shall pay to the Jefferson County Treasurer any and all of unpaid 1995 and prior property taxes and assessments, on or before final closing of this exchange. Wilcox shall pay all 1997 and all later taxes and assessments, levied and assessed against these premises, when due and payable and before delinquent. As to 1996 property taxes, which are not yet assessed or due, the parties agree to assume for this sale that they will be in the same amount as the 1995 property taxes and assessments for the same property. Burtenshaws shall pay to Wilcox at or before final closing all of the assumed amount of the 1996 taxes, and Wilcox shall then pay to the Jefferson County Treasurer all of the 1996 property taxes and assessments as subsequently levied and assessed, regardless of whether the amount is greater or lesser than the assumed amount. The parties desire to finally settle the property taxes between themselves, at closing, and Wilcox shall then pay the 1996 property taxes and assessments regardless of the actual amount.

C. The Zimmatic Lateral Irrigator. There should not be any 1995 or prior property taxes assessed as to this equipment. Any 1996 or subsequent taxes and assessments attributable to this equipment shall be paid by Wilcox, when due and payable and before delinquent. ?

6. Instruments of Transfer; Closing Attorney; Interim and Final Closing. As to the property to be acquired by Burtenshaw, the instrument of transfer is "Assignment of Contract (Buyer's Interest)" from Wilcox to Burtenshaws, assigning the Wilcox interest under the Contract of Sale to Burtenshaws. The Assignment, and three executed copies thereof, shall be deposited with Rigby, Thatcher, Andrus, Rigby, Kam & Moeller, Chartered, "Closing Attorney", at interim closing, to be delivered to Burtenshaws at final closing upon Wilcox depositing with closing attorney the \$272,644.32, to be paid to Don M. Burtenshaw and Beverly Burtenshaw, on October 15, 1996, on the Contract of Sale. On final closing that sum shall be disbursed to Don M. Burtenshaw and Beverly Burtenshaw, and a Notice of Contract of Sale and Notice of Assignment of Contract (Buyer's Interest), deposited with closing attorney on interim closing, shall be recorded with the County Recorder of Jefferson County, Idaho, and executed copies shall be distributed to each party to the Assignment.

As to the property to be acquired by Wilcox, the instruments of transfer are:

A. The Irrigated Farm: "Assignment of Contract (Escrow)" as to the Rhea Cope contract; Grant Deed from Burtenshaws to Wilcox; and Quitclaim Deed, with after-acquired clause, from Wilcox to Rhea Cope. The Assignment and four executed copies thereof, the Grant Deed and the Quitclaim Deed, shall be deposited with Rigby, Thatcher, Andrus, Rigby, Kam & Moeller, Chartered, "Closing Attorney", at interim closing, with the Assignment to be delivered to Wilcox at final closing, together with a purchasers policy of title insurance through Alliance Title & Escrow Corp., to be issued upon final closing (which may be combined with the owners policy to be issued as to the residence and farmstead), upon Wilcox furnishing evidence that the payment of \$25,900.00 owing on the Cope contract on September 15, 1996, has been paid. On final closing Notice of Assignment of Contract (Buyer's Interest), deposited with closing attorney on interim closing, shall be recorded with the County Recorder of Jefferson County, Idaho, and executed copies of the Assignment shall be distributed to each party to the Assignment.

B. Residence and Farmstead. The instrument of conveyance is a Warranty Deed from Burtenshaws to Wilcox, to be deposited with closing attorney at interim closing, and to be recorded and delivered to Wilcox on final closing, together with a policy of title insurance through Alliance Title & Escrow Corp., to be issued upon final closing (which may be combined with the purchasers policy to be issued as to the irrigated farm), insuring the title agreed to be conveyed subject to the standard printed exceptions. At closing Burtenshaws shall also endorse and deliver to Wilcox, Certificates of Title as to the double-wide mobile home and the single-wide mobile home included in the sale; ~~if any State of Idaho sales tax is owing on the transfer, Wilcox shall pay the same.~~

C. The Zimmatic Lateral Irrigator. The instrument of transfer is a Bill of Sale from Double Arrow Farms, Inc., to Wilcox, to be delivered to Wilcox at interim closing. Wilcox shall either pay off the Bank of Commerce loan in full or obtain a release of personal liability of Double Arrow Farms, Inc. and Steven B. Burtenshaw and Shelli G. Burtenshaw, husband and wife, on or before final closing.

7. Default Remedies. Time and punctuality of payment and performance are the essence and material part of this contract; and in the event either party shall default in the performance of the terms of this agreement, the other party may bring an action in specific performance, the parties acknowledging the uniqueness of the property being exchanged, or may bring an action for damages or may utilize any other remedy in law or equity to enforce this contract or to recover damages for the breach hereof.

8. Attorney Fees. In the event either party hereto shall be required to employ an attorney for the enforcement of this contract, with or without suit, the defaulting party agrees to pay the prevailing party's reasonable attorneys' fees.

9. Binding Effect. This agreement is not only binding upon the parties hereto, but upon their respective successors, heirs, personal representatives and assigns.

10. Legal Representation, Costs and Closing Costs. Rigby, Thatcher, Andrus, Rigby, Kam & Moeller, *Chartered*, are serving as attorneys for Burtenshaws in this transaction and shall be closing attorneys. Burtenshaws and Wilcox shall share equally the charges for preparation of the contract and related documents and for the interim and final closing. Burtenshaws shall pay any additional fees relating to any special counsel for Burtenshaws, for preparing the Contract of Sale with Don M. Burtenshaw and Beverly Burtenshaw, husband and wife, as Sellers, and for additional services to accommodate the like-kind exchange. Wilcox has been invited to retain its own independent attorney in this matter to review the contract documents and to provide any other special legal counsel needed by it in this matter, and shall pay its own fees to its own attorney for those legal services.

11. Inspection; Disclaimer of Warranties of Condition. Each party covenants that they or it have thoroughly and carefully inspected the properties involved in the exchange, and all parts and portions thereof and improvement thereto, and accept the same on an "as is" basis so far as the condition thereof is concerned. **ANY WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITION OF ANY PROPERTIES INVOLVED IN THE EXCHANGE IS EXPRESSLY DISCLAIMED BY EACH PARTIES**, except Burtenshaws have agreed in clause "4. Maintenance", as to condition of the irrigation system and the residence and farmstead at the time Wilcox takes possession.

12. Insurance and Risk of Loss. As to the property Burtenshaws are acquiring, they shall look to Don M. Burtenshaw and Beverly Burtenshaw, husband and wife, as Sellers under the Contract of Sale, until October 15, 1996, and they shall from and after October 15, 1996, keep insurable improvements on the property insured against fire and

other casualty, with extended coverage, with a reputable insurer, in the full reasonable insurable amount, and with loss payable to the parties as their interests may appear.

As to the property Wilcox is acquiring, Burtenshaws shall until October 15, 1996, as to the irrigated farm, and until November 15, 1996, as to the residence and farmstead, and Wilcox shall thereafter, keep insurable improvements on the property insured against fire and other casualty, with extended coverage, with a reputable insurer, in the full reasonable insurable amount, and with loss payable to the parties as their interests may appear.

Risk of loss shall follow the duty to insure and in the event of loss, insurance proceeds shall, unless the parties otherwise agree, be used to replace the property destroyed or damaged by fire or other casualty.

13. Realtor Commission. Closing Attorneys shall, upon closing, disburse the \$25,000.00 cash paid by Wilcox to Burtenshaws, as part of the exchange, to Countrywide Properties, Jeff Lerwill, Broker, as and for his total agreed real estate commission owing by Burtenshaws on the transaction.

14. Allocation of Consideration. As to the property being acquired by Wilcox in the exchange, the closing statement for the exchange contains an agreed allocation of the consideration among the different elements of that part of the exchange. The Contract of Sale with Don M. Burtenshaw and Beverly Burtenshaw, as Sellers, contains an allocation of consideration as to different elements in that part of the exchange.

IN WITNESS WHEREOF, the parties have executed this contract.

"BURTENSHAWS"

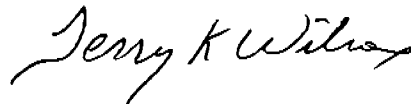
"WILCOX"

Steven B. Burtenshaw

Wilcox Brothers, L.L.C.
an Idaho Limited Liability Company

Shelli G. Burtenshaw

By
Terry K. Wilcox, Managing Member



Acknowledgments

STATE OF IDAHO,)
 SS.
County of Madison.)

On this ____ day of July, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared **Steven B. Burtenshaw** and **Shelli G. Burtenshaw**, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Notary Public for Idaho
Residing at:
My Commission Expires:

STATE OF IDAHO,)
 SS.
County of Madison.)

On this ____ day of July, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared **Terry K. Wilcox**, known to me to be the Managing Member of **Wilcox Brothers, L.L.C.**, the Limited Liability Company that executed the within instrument, and acknowledged to me that such Company executed the same.

Notary Public for Idaho
Residing at:
My Commission Expires:

CONTRACT OF SALE

THIS AGREEMENT, Made and entered this 1st day of July, 1996, by and between **Don M. Burtenshaw and Beverly Burtenshaw**, husband and wife, of 1603 North 1000 East, Terreton, Idaho 83450, hereinafter called "Sellers", and **Wilcox Brothers, L.L.C.**, an Idaho Limited Liability Company, with its principal place of business located at 4891 South Highway 191, Rexburg, Idaho 83440, hereinafter called "Buyer",

WITNESSETH:

1. **Property.** Sellers agree to sell to Buyer, and Buyer agrees to buy from Sellers, on the terms and conditions herein specified, the following described real property situated in Jefferson County, Idaho, to-wit:

Tw. 6 N., Rge. 34 E., Boise Mer.:

Sec. 17: NW $\frac{1}{4}$, saving and excepting therefrom the following parcel:
Beginning at the Southwest corner of said NW $\frac{1}{4}$, and running thence North 456 feet; thence Easterly to a point that is North 442 feet and East 361 feet from the point of beginning; thence South 442 feet; thence West 361 feet, to the point of beginning.

Sec. 17: SW $\frac{1}{4}$, saving and excepting therefrom the following parcel:
Beginning at the Southeast corner of said SW $\frac{1}{4}$, and running thence West 230 feet; thence North 570 feet; thence East 230 feet; thence South 570 feet, to the point of beginning.

Subject to easements, if any, of record or in existence for roads, ditches, and utilities.

TOGETHER WITH any and all water and water rights, ditches and ditch rights, improvements and appurtenances thereto, rents, issues and profits thereof, and reversions and remainders.

2. **Price and Payment Schedule.** Buyer shall pay Sellers for said property a purchase price of Five-Hundred Thousand Dollars (\$500,000), payable as follows:

A. \$272,355.68 cash to be paid on October 15, 1996.

B. The balance of \$227,644.32 principal plus accruing interest on the unpaid balance at eight (8%) percent per annum from October 15, 1996, until paid, shall be payable by Buyer direct to Sellers, as follows:

Twenty (20) annual amortized installments of \$23,186.08 each, with the first installment due on October 15, 1997, and a like installment due on

the 15th day of October of each year thereafter until October 15, 2016, when the final installment shall be paid.

Buyer may make additional payments of any size at any time. Each payment shall be applied first to accrued interest on the unpaid balance to the date of the payment and the balance to principal. Interest shall accrue only on the unpaid principal balance. Notwithstanding a prepayment, Buyer shall continue to make the regularly scheduled installments, in the amounts specified, until the contract is fully paid.

3. Allocation of Purchase Price. The total purchase price is allocated as follows: \$400,000 to the farming ground; \$50,000 to the shop and corrals; and \$50,000 to the residence home.

4. Possession. Buyer is granted possession of the premises on October 15, 1996.

5. Maintenance. Buyer agree that it will, at its own expense, properly maintain and care for the property, including crop rotation, application of fertilizer, weed control and soil conservation as to the farming ground; maintenance of shop and corrals and farmstead; and care and maintenance of the home.

6. Taxes. Sellers shall pay all of the 1996 and all prior taxes and assessments levied and assessed against the premises, and Buyer shall pay all of the 1997 and all subsequent taxes and assessments levied and assessed against the premises, when the same are due and payable and before the same shall become delinquent.

7. Deed and Title Insurance. Closing. Sellers shall, upon payment in full of this contract, execute and deliver to Buyer a good and sufficient Warranty Deed to the premises, free from all encumbrances except any assumed or placed thereon by Buyer.

Sellers shall order and provide to Buyer, not later than 60 days before the final installment is owing hereon, a purchasers policy of title insurance, from Alliance Title & Escrow Corp., or other reputable title insurer, insuring such title, subject to payment of this contract and the standard printed exceptions.

Closing shall take place at the offices of RIGBY, THATCHER, ANDRUS, RIGBY, KAM & MOELLER, Chartered, 25 North Second East, P.O. Box 250, Rexburg, Idaho 83440, as soon as feasible at a time mutually agreed upon by the parties.

8. Default Remedies. Time and punctuality of payment are the essence and material part of this contract; and in the event Buyer shall default in the performance of the terms of this agreement, Sellers may cause notice in writing to be given to Buyer, specifying the matters in which such default occurred. The notice shall be served upon Buyers by depositing the same in any United States Post Office, addressed to Buyer at its address listed herein or subsequently furnished to Sellers in writing, certified mail, postage prepaid, and such notice shall be deemed served upon its deposit in the post

office as aforesaid. If Buyer shall fail to cure such default within thirty (30) days after the service of such notice as aforesaid, then Sellers may elect to:

A. Declare the entire unpaid balance on the contract, including principal, interest, taxes, assessments, attorneys' fees, and any other sums owing Sellers to be immediately due and owing, and

B. Elect to either:

(1) Bring suit to establish the balance owing hereunder as a debt due by Buyer 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 Buyer of election to pursue this remedy is required prior to suit, or,

(2) Declare this contract to be terminated due to said default. In that event this contract shall be immediately terminated, and Buyer shall forfeit all rights to the property, and all payments made hereon shall be retained by Sellers as liquidated damages for the breach of this contract. In that event Buyer agrees to immediately surrender possession of the real property to Sellers, and any improvements made to the property shall attach to and become a part thereof, and shall be retained as liquidated damages. If notice of election of this remedy is not given in the notice of default, then an additional certified mail notice of the election to terminate the contract shall be given, and Buyers agrees to immediately vacate the premises and transfer back the other rights upon receipt of the notice, and

C. To pursue any other remedy in law or equity to enforce the performance of this contract, or to recover damages for the breach thereof.

9. **Attorney Fees.** In the event either party hereto shall be required to employ an attorney for the enforcement of this contract, with or without suit, the defaulting party agrees to pay the prevailing party's reasonable attorneys' fees. In the event of default by Buyers, Buyers agree to pay attorney fees of Seller in issuing notices of default, or otherwise enforcing the contract, without suit.

10. **Binding Effect.** This agreement is not only binding upon the parties hereto, but upon their respective successors, heirs, administrators and assigns.

11. **Legal Representation. Costs and Closing Costs.** RIGBY, THATCHER, ANDRUS, RIGBY, KAM & MOELLER, Chartered, have served as attorneys for Steven B. Burtenshaw and Shelli G. Burtenshaw, husband and wife (who will acquire the Buyer's interest herein in an exchange of properties), in this transaction and as closing attorneys, and those clients shall pay the cost of preparation of this contract and the closing fees. Sellers and Buyer have each been invited to retain their own independent attorney in this matter to review the contract documents and to provide any other special

legal counsel needed by them in this matter, and each shall pay their own fees to their own attorney for that counsel.

12. Inspection. Disclaimer of Warranties of Condition. Hazardous Materials.

Buyers covenant that they have thoroughly and carefully inspected the properties, and all parts and portions thereof and improvement thereto, and accept the same on an "as is" basis so far as the condition thereof is concerned. **ANY WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITION OF ANY PROPERTIES INVOLVED IN THE SALE IS EXPRESSLY DISCLAIMED BY BUYER.**

Notwithstanding the above, Sellers represent that to the best of their knowledge, there has been no leak, spill, release, discharge, emission or disposal of any substance or material defined or designated as hazardous or toxic waste, material, substance, or other similar term, by any federal, state or local environmental statute, regulation or ordinance on, about, or in any of the properties at any time occupied or owned by Sellers. Moreover, all handling, disposal, transportation, storage, treatment or usage of hazardous material by Sellers has been in compliance with all applicable environmental regulations.

13. Transfer Restricted. It is expressly agreed that no sale of the property and no assignment of this contract, or any part hereof shall be valid or binding unless same is in writing and has been approved in writing by Sellers, and agree that it shall not mortgage nor encumber said properties, nor allow any liens upon same without the written permission of Sellers. Seller consents to assignment of Buyer's interest in this contract to Steven B. Burtenshaw and Shelli G. Burtenshaw, husband and wife, and shall not unreasonably withhold consent to transfer to another responsible party, provided in any other assignment Buyer remains personally liable for payment of this Contract in full.

However, in the event that Buyer shall sell the premises or assign the contract, in whole or in part, without prior consent, then Sellers at their option may accelerate the payments under the contract and the entire unpaid balance would be then due and owing.

14. Insurance; Risk of Loss. Buyer shall from and after October 15, 1996, bear the risk of loss or damage to premises by fire or other casualty and shall keep insurable improvements on the property insured against fire and other casualty, with extended coverage, with a reputable insurer, in the full reasonable insurable amount, and with a loss payable clause in favor of Sellers. Risk of loss or damage by fire or other casualty, and the duty to insure, shall be with Seller up through October 14, 1996. Buyer shall also, from October 15, 1996, include the properties in a general liability policy, insuring against public liability arising from the premises, in a reasonable insurable amount, with a reputable insurer. On request by Sellers, Buyer shall from time to time furnish Sellers with a certificate of insurance as to each policy and any renewal or replacement thereof.

IN WITNESS WHEREOF, the parties have executed this contract.

Don M. Burtenshaw
Don M. Burtenshaw

"SELLERS"

Beverly Burtenshaw
Beverly Burtenshaw

"BUYER"

Wilcox Brothers, L.L.C.

By *Terry K. Wilcox*
Terry K. Wilcox, Managing Member

Acknowledgments

STATE OF IDAHO)
County of *Madison*)
 ~~JEFFERSON~~)
 ss.

On this 10th day of July, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared DON M. BURTENSHAW and BEVERLY BURTENSHAW, husband and wife, known to me to be the persons whose names are subscribed to the within Contract of Sale as Sellers, and acknowledged to me that they executed the same.

LINDA L. NICHOLS
STATE OF IDAHO
NOTARY PUBLIC

Linda L. Nichols
Notary Public for Idaho
Residing at: *Idaho Falls*
My Commission expires: *08/07/01*

STATE OF IDAHO)
County of MADISON.)
 ss.

On this 9th day of July, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared TERRY K. WILCOX, known to me to be the Managing Member of WILCOX BROTHERS, L.L.C., the Limited Liability Company that executed the within Contract of Sale as Buyer, and acknowledged to me that such Company executed the same.

Rebecca A. Courts
Notary Public for Idaho
Residing at: *St Anthony, ID*
My Commission expires: *6/26/2002*

Other Side of Transaction
(property we now has)

ASSIGNMENT OF CONTRACT (Buyer's Interest)

FOR VALUABLE CONSIDERATION, Wilcox Brothers, L.L.C., an Idaho Limited Liability Company, of 4891 South Highway 191, Rexburg, Idaho 83440, hereinafter called "Assignor", hereby sells, assigns, transfers, grants, and sets over unto Steven B. Burtenshaw and Shelli G. Burtenshaw, husband and wife, of 1279 N.E. Lake Road, Terreton, Idaho, 83450, hereinafter called "Assignees", their heirs and assigns forever, all of Assignor's right, title and interest in, to and under that certain Contract of Sale dated June 11, 1996, with Don M. Burtenshaw and Beverly Burtenshaw, husband and wife, as Sellers, and Wilcox Brothers, L.L.C., an Idaho Limited Liability Company, as Buyer, and which contract provides for the sale by Sellers to Buyer of the following described real property located in Jefferson County, Idaho, to-wit:

Twp. 6 N., Rge. 34 E., Boise Mer.:

Sec. 17: NW $\frac{1}{4}$, saving and excepting therefrom the following parcel:
Beginning at the Southwest corner of said NW $\frac{1}{4}$, and running thence North 456 feet; thence Easterly to a point that is North 442 feet and East 361 feet from the point of beginning; thence South 442 feet; thence West 361 feet, to the point of beginning.

Sec. 17: SW $\frac{1}{4}$, saving and excepting therefrom the following parcel:
Beginning at the Southeast corner of said SW $\frac{1}{4}$, and running thence West 230 feet; thence North 570 feet; thence East 230 feet; thence South 570 feet, to the point of beginning.

Subject to easements, if any, of record or in existence for roads, ditches, and utilities.

TOGETHER WITH any and all water and water rights, ditches and ditch rights, improvements and appurtenances thereto, rents, issues and profits thereof, and reversions and remainders.

Together with all rights of action accrued to Assignor under said Contract of Sale, or hereafter to accrue, and all other rights thereunder of whatever kind or nature, and Assignor does further remise, release, grant, and forever deed unto Assignees, their heirs and assigns, the property above described.

Assignor warrants that it shall pay the payment of \$272,644.32 due to Seller on October 15, 1996, so that the principal balance on said contract to be assumed by Assignees shall be \$227,644.32 principal with accruing interest from October 15, 1996 at the rate of eight (8%) per cent per annum.

Assignees assume the \$227,644.32 unpaid principal balance of the contract, with accruing interest from October 15, 1996, commencing with the payment of \$23,186.08, due on October 15, 1997.

The consideration for this assignment is an exchange of like-kind property by Assignees to Assignor pursuant to a Contract of Exchange of this same date.

A Notice of Contract of Sale, along with this Assignment, shall be recorded with the County Recorder of Jefferson County, Idaho, after October 15, 1996.

Assignees are granted possession of the property on October 15, 1996.

Sellers under the Contract of Sale shall pay all of the 1996 and all prior taxes and assessments levied and assessed against the premises, and Assignees shall pay all of the 1997 and all subsequent taxes and assessments levied and assessed against the premises, when the same are due and payable and before the same shall become delinquent.

Sellers under the Contract of Sale shall convey the property by good and sufficient Warranty Deed, pursuant to the Contract, but direct to Assignees (rather than to Assignor) and shall furnish direct to Assignees (rather than to Assignor) the standard policy of title insurance (purchaser's policy) with Alliance Title & Escrow Corp., which they are obligated under the Contract of Sale to furnish, insuring good title to the premises in Assignees, subject to payment of the Contract and performance of its terms, this assignment, and the standard printed exceptions.

RIGBY, THATCHER, ANDRUS, RIGBY, KAM & MOELLER, Chartered, 25 North Second East, P.O. Box 250, Rexburg, Idaho 83440, have served as attorneys for Assignees in this transaction and Assignees shall pay the attorney fees.

Assignees accept the within assignment; agree to all the terms hereof; agree to obtain consent of Sellers to this assignment and assume all risk resulting from failure to obtain such consent; agree to obtain a release by Sellers of Assignor from personal liability under the Contract of Sale except for the payment of \$272,355.68 to be made by Assignor to Seller on or before October 15, 1996; and agree to perform all other obligations of the Buyers under the Contract of Sale, holding Assignor harmless thereunder.

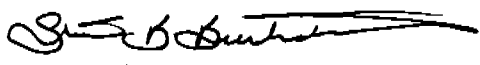
EXECUTED BY Assignor and ACCEPTED by Assignees this 1st day of July, 1996.

"ASSIGNOR"

Wilcox Brothers, L.L.C.

By 
Terry K. Wilcox, Managing Member

"ASSIGNEES"


Steven B. Burtenshaw


Shelli G. Burtenshaw

Acknowledgments

STATE OF IDAHO)

ss.

County of MADISON.)

On this 9th day of July, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared TERRY K. WILCOX, known to me to be the Managing Member of WILCOX BROTHERS, L.L.C., the Limited Liability Company that executed the within instrument, and acknowledged to me that such Company executed the same.

Rebecca A. Combs

Notary Public for Idaho

Residing at: *St. Anthony*

My Commission expires: *6/26/2002*

STATE OF IDAHO,)

ss.

County of Madison.)

On this 9th day of July, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared STEVEN B. BURTENSHAW and SHELLI G. BURTENSHAW, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Rebecca A. Combs

Notary Public for Idaho

Residing at: *St. Anthony*

My Commission Expires: *6/26/2002*

CONSENT BY SELLERS

The undersigned Sellers in the above described Contract of Sale hereby consent to the foregoing assignment, release Assignor Wilcox Brothers, L.L.C., an Idaho Limited Liability Company, of all personal liability under the Contract of Sale, except the duty to pay to seller the payment of \$272,355.68 due us October 15, 1996; and agree they shall look to Assignees, Steven B. Burtenshaw and Shelli G. Burtenshaw, husband and wife, for personal liability as Buyers under the Contract of Sale, for the contract balance of \$227,644.32, plus interest .

DATED this 16th day of July, 1996.

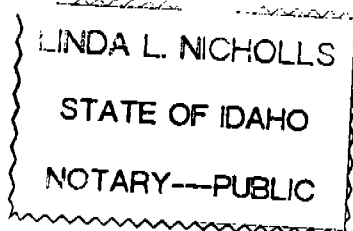

Don M. Burtenshaw


Beverly Burtenshaw

Acknowledgments

STATE OF IDAHO,)
 SS.
County of Madison.)

On this 16th day of July, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared DON M. BURTENSHAW and BEVERLY BURTENSHAW, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.




Notary Public for Idaho
Residing at Idaho Falls
My Commission Expires: 08/07/01