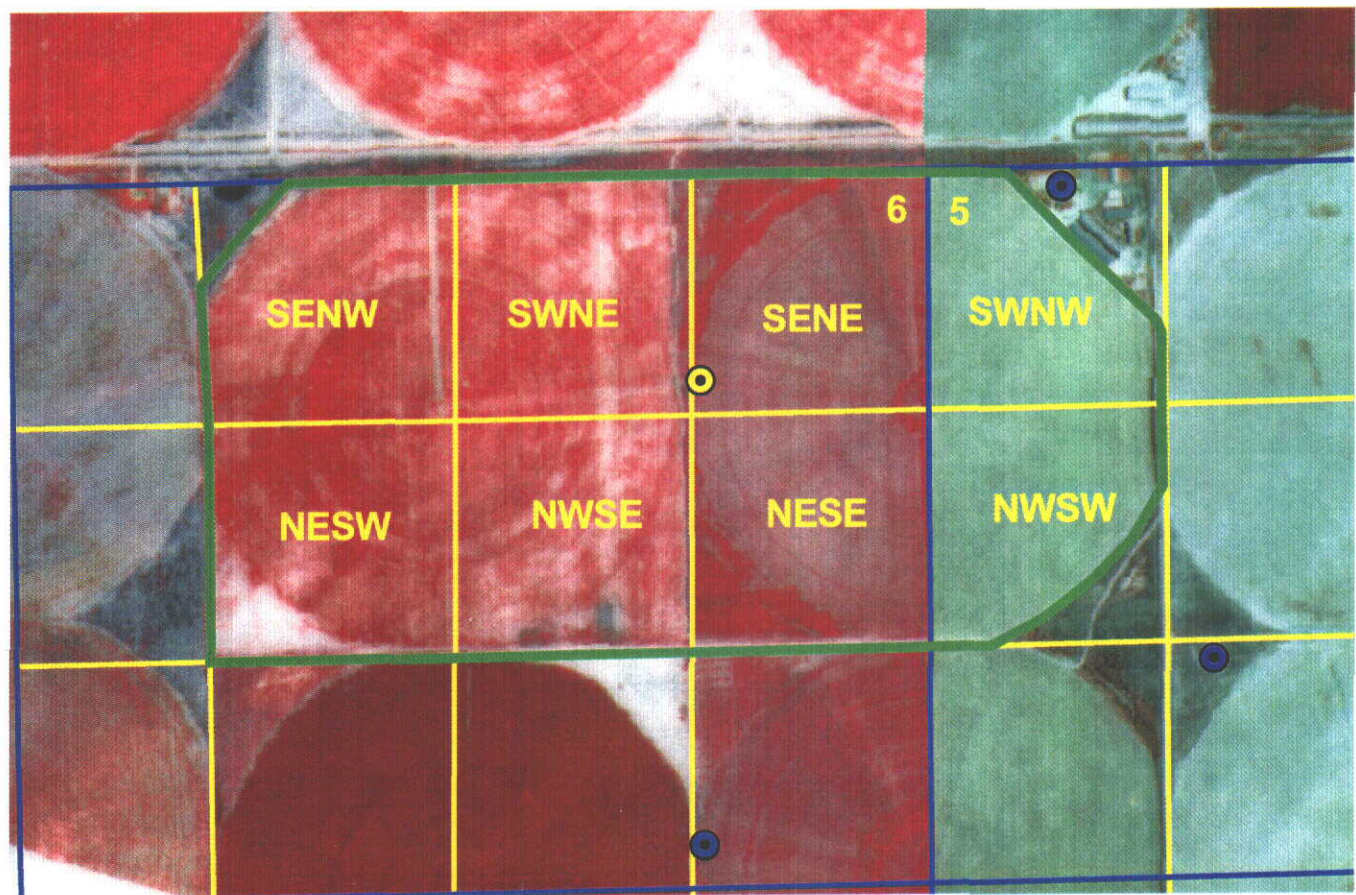


IDAHO DEPARTMENT OF WATER RESOURCES

31-07267A, 31-10964A

T05N, R35E, SEC. 5, 6



1320 0 1320 Feet



ACRES IRRIGATED- 302



PLACE OF USE

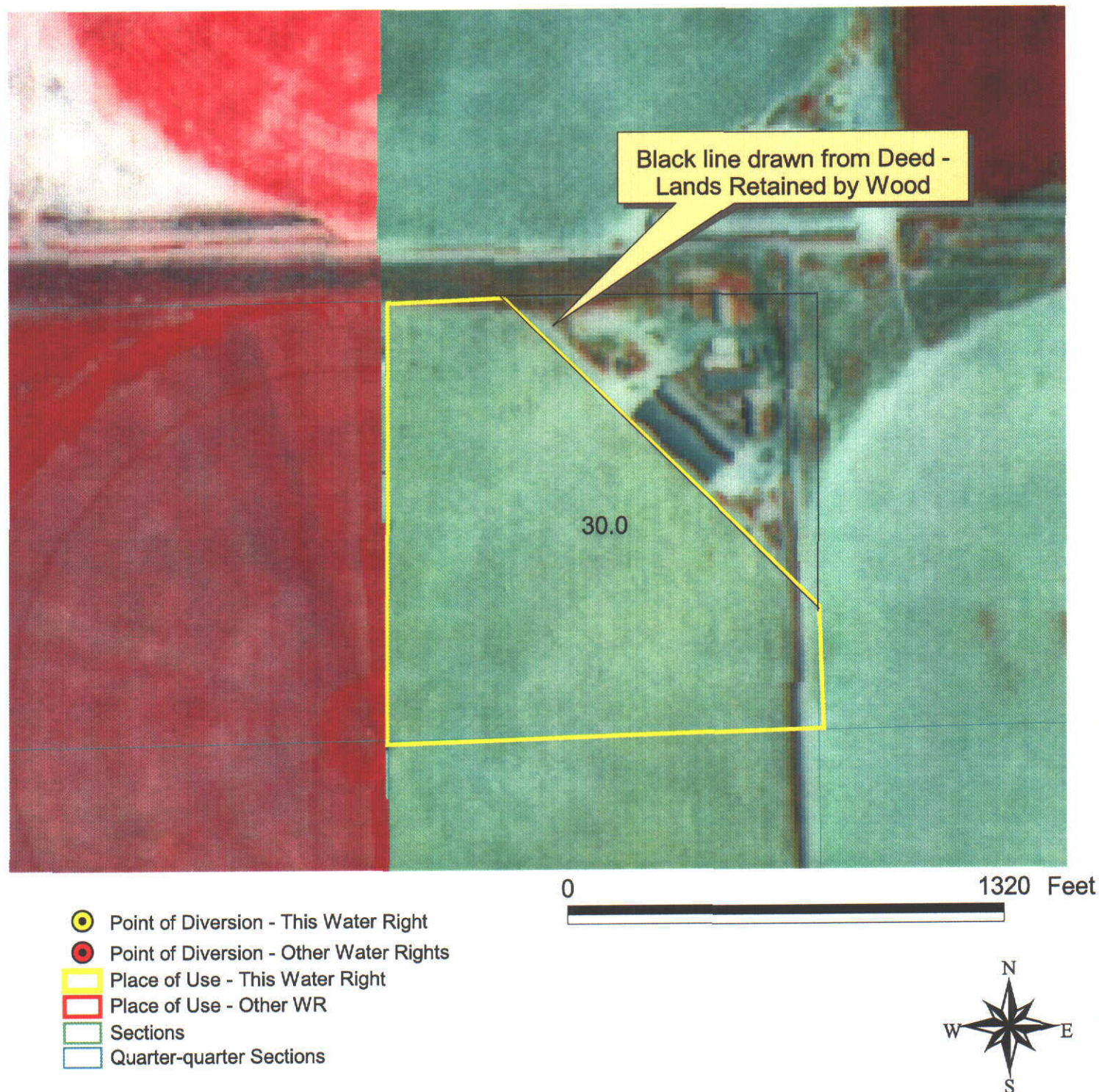


POINT OF DIVERSION

GIS: PLACE OF USE
POINT OF DIVERSION
1987/1988 NAPP PHOTOS
PREPARED BY DAVE CARLSON

IDAHO DEPARTMENT OF WATER RESOURCES

Irrigated Place of Use in T5N R35E Section 5 Lot 4 Per 1987/1988 NAPP



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 31-7267A
Date Received: 11/29/88
Receipt No: X777777
Received By:

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

1. Name of Claimant(s)

KIRK S EGBERT Phone: (208)663-4505

1410 E 1300 N
TERRETON ID USA 83450

2. Date of Priority: 09/07/1977

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
05N	35E	6	SE SE	JEFFERSON	
05N	35E	6	SE NE 1	JEFFERSON	

5. Description of diverting works:

TWO WELLS, INTERCONNECTED TO SPRINKLER SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/01	11/01	2.89	855

7. Total Quantity Appropriated is:

2.89 C.F.S. and/or 855 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
05N	35E	5	SW	NW	4	IRRIGATION
			NW	SW		IRRIGATION
					Section Acres	62
05N	35E	6	NE	SW		IRRIGATION
			SE	NE	1	IRRIGATION
			SE	NW	3	IRRIGATION
			NE	SE		IRRIGATION
			NW	SE		IRRIGATION
			SW	NE	2	IRRIGATION
					Section Acres	223
					Total Acres	285

11. Place of use in counties: JEFFERSON

12. Do you own the property listed above as place of use? No

13. Other Water Rights Used:

14. Remarks:

This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 3.0 afa per acre for irrigation of the lands above.
 CHANGED OWNERSHIP PER REQUEST/JC/8-1-00

15. Basis of Claim: License

AJ0749NP
No. R31-07267A

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

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE
C	LYNN WOOD 1014 E 1500 W TERRETON ID 83450 (208) 663-4448	09/07/1977	IRRIGATION	04-01 11-01	2.890 CFS
TOTAL DIVERSION:					2.890 CFS

Water Source: GROUNDWATER

Tributary to:

Stage: LICE

Point(s) of Diversion:

T05N R35E S06 Lot01(SWSENE)

JEFFERSON Co

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE							
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac
05N	35E	5	:									04-30				32							
05N	35E	6	:			02-40	01-40					03-40		40					40		40		
TOTAL ACRES																							

POU County: JEFFERSON

Other Rights: 31-10964A

Conditions of Approval:

- C05 - RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO
- SECTION 42-1425, IDAHO CODE.

Remarks: QNT

USE OF THIS RIGHT WITH RIGHT NO. 31-10964A IS LIMITED TO A
TOTAL COMBINED DIVERSION RATE OF 5.24 CFS AND IS LIMITED TO A
TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 1057 AF.

POU1

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 285 ACRES WITHIN
THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
USE OF THIS RIGHT WITH RIGHT 31-10964A IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 302 ACRES IN A SINGLE
IRRIGATION SEASON.

EXP

RIGHT NO. 31-10964A IS ALSO DIVERTED THROUGH POINT OF
DIVERSION DESCRIBED ABOVE.

Dates: Exam Made Date: 07/18/1994

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:
Presumption Flag: C

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 31-07267A
Date Received: 11/29/88
Receipt No:
Received By:

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

1. Name of Claimant(s)

Name: KIRK EGBERT Phone: (208) 663-4505

Address: PO BOX 87
TERRETON ID USA 83450

2. Date of Priority: 09/07/1977

3. Source: Ground Water

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
05N	35E	6	SE SE	0	JEFFERSON
05N	35E	6	SE NE	1	JEFFERSON

5. Description of diverting works:

TWO WELLS, INTERCONNECTED TO SPRINKLER SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/01	11/01	2.89	855

7. Total Quantity Appropriated is:

2.89 C.F.S. and/or 855 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot	Use	Acres
----------	-------	---------	----------------	-----	-------

05N	35E	5	SW NW	4	IRRIGATION	30
			NW SW		IRRIGATION	32

Section Acres 62

05N	35E	6	NE SW	IRRIGATION	40
			SE NE 1	IRRIGATION	33
			SE NW 3	IRRIGATION	32
			NE SE	IRRIGATION	40
			NW SE	IRRIGATION	40
			SW NE 2	IRRIGATION	38

Section Acres 223

Total Acres 285

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:

This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 3.0 afa per acre for irrigation of the lands above.

****CHANGED OWNERSHIP PER REQUEST/JC/8-1-00****

15. Basis of Claim: License

16. Signature(s)

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: A31-07267A

Date Received: 11/29/1988

Receipt No: X777777

Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: LYNN WOOD
Address: 1014 E 1500 W
MONTEVIEW ID

208-663-4448

83435

2. Date of Priority: SEP 7, 1977

3. Source: GROUNDWATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
05N	35E	6	SE	NE	SE	1	JEFFERSON
			SE	SE			JEFFERSON

5. Description of diverting works:

TWO WELLS, INTERCONNECTED TO SPRINKLER SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	2.890		855.00

7. Total Quantity Appropriated is:

2.890 C.F.S. (and/or) 855.00 A.F.A.

8. Total consumptive use is

712.5 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
05N	35E	5	SW	NW	4	IRR	30.0
			NW	SW		IRR	32.0

100 1/4 Acre

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres	
					Section Acres	62.0	
		6	SW	NE	2	IRR	38.0
			SE	NE	1	IRR	33.0
			SE	NW	3	IRR	32.0
			NE	SW		IRR	40.0
			NE	SE		IRR	40.0
			NW	SE		IRR	40.0
					Section Acres	223.0	
					Total Acres	285.0	

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:
A31-10964A

14. Remarks:
THE MAX. COMBINED VOLUME UNDER THIS RT. & RTS. 31-2367/2368/
2373 SHALL NOT EXCEED 1746.0 AF/ANNUM.
*THIS RIGHT PAID FOR UNDER RECEIPT #E004562. CHANGE IN OWNERSHIP
3-7-95 GJT.
CHANGED OWNERSHIP 2/16/96/JT/EC

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

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: A31-07267A
Date Received: 11/29/1988
Receipt No: X777777
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: CONNECTICUT MUTUAL LIFE INSURANCE CO.
Address: 140 GARDEN ST.
HARTFORD CT 06115

AND/OR

Name: REED OLDHAM
Address: 1670 W. 3000 N.
REXBURG ID 83440

208-356-3780

2. Date of Priority: SEP 7, 1977

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
05N	35E	6	SE	NE		1	JEFFERSON
			SE	SE			JEFFERSON

5. Description of diverting works:
TWO WELLS, INTERCONNECTED TO SPRINKLER SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	2.890		855.00

7. Total Quantity Appropriated is:
2.890 C.F.S. (and/or) 855.00 A.F.A.

8. Total consumptive use is 712.5 Acre Feet Per Annum.

9. Non-irrigation uses:

NOV 14 1988

A3107267A

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05N	35E	5	SW	NW	4	IRR	30.0
			NW	SW		IRR	32.0
			Section Acres				62.0
		6	SW	NE	2	IRR	38.0
			SE	NE	1	IRR	33.0
			SE	NW	3	IRR	32.0
			NE	SW		IRR	40.0
			NE	SE		IRR	40.0
			NW	SE		IRR	40.0
			Section Acres				223.0
			Total Acres				285.0

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:
A31-10964A

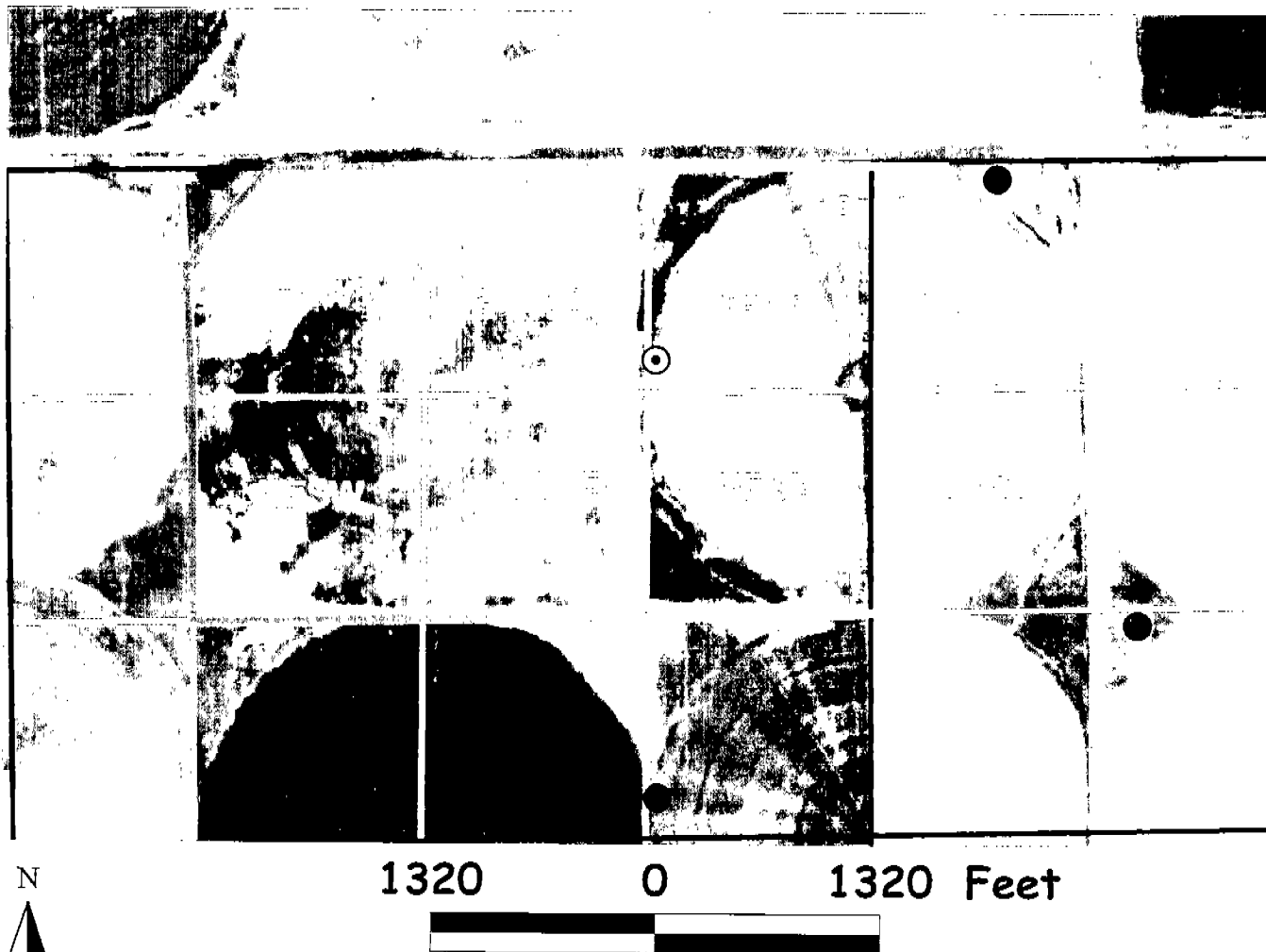
14. Remarks:
THE MAX. COMBINED VOLUME UNDER THIS RT. & RTS. 31-2367/2368/
2373 SHALL NOT EXCEED 1746.0 AF/ANNUM.
*THIS RIGHT PAID FOR UNDER RECEIPT #E004562. CHANGE IN OWNERSHIP
3-7-95 GJT.

15. Basis of Claim: LICENSE

IDAHO DEPARTMENT OF WATER RESOURCES

31-07267A, 31-10964A

T05N, R35E, SEC. 5, 6



ACRES IRRIGATED - 882

PLACE OF USE



POINT OF DIVERSION

GIS: PLACE OF USE
POINT OF DIVERSION
1987/1988 NAPP PHOTOS
PREPARED BY DAVE CARLSON

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

12:52
03/10

PAGE: 1
GENERAL INFORMATION

1
CLAIM NUMBER: A31-0

LAST: OLDHAM FIRST: REED
ADDRESS:
CITY: X STATE: ID ZIP: 0
PHONE NUMBER: 208-000-0000

OWNER CODE: 0

LAST: CONNECTICUT MUTUAL LIFE INSURANCE CO. FIRST:
ADDRESS: 140 GARDEN ST.
CITY: HARTFORD STATE: CT ZIP: 06115
PHONE NUMBER: 208-000-0000

OWNER CODE: C

LAST: OLDHAM FIRST: REED
ADDRESS: 1670 W. 3000 N.
CITY: REXBURG STATE: ID ZIP: 83440
PHONE NUMBER: 208-356-3780

OWNER CODE: C

FIELD EXAM REQUIRED?

VERIFICATION REQUIRED DUE TO REMARKS?

DATABASE
Y

FIELD
EXAMINER
Y() N()

CLAIM REMARKS: THE MAX. COMBINED VOLUME UNDER THIS RT. & RTS. 31-2367/2368/
2373 SHALL NOT EXCEED 1746.0 AF/ANNUM.
*THIS RIGHT PAID FOR UNDER RECEIPT #E004562. CHANGE IN OWNERSHIP
3-7-95 GJT.

PAGE: 2
FIELD EXAMINATION INFORMATION

2
CLAIM NUMBER: A31-07

CONTACT PERSON: _____

PHONE NUMBER: () -

DATE OF FIELD EXAM: 7/18/94

APPOINTMENT MADE: Y() N(~~X~~)

TIME: : A() P()

ACCOMPANIED BY: _____

PHONE NUMBER: () -

RELATIONSHIP TO CLAIMANT: _____

DIRECTIONS TO PROPERTY / NOTES:

Field Review

PAGE: 3
PRIORITY DATE REVIEW PAGE

3
CLAIM NUMBER: A31-07

A. AJ CLAIM: # A31-07267A PRIORITY DATE: 09-07-1977 STAGE: L

B. WR RECORD: # 31-07267 PRIORITY DATE: 09-07-1977 STAGE: L

C. CAN THE PRIORITY DATE CLAIMED BE CONFIRMED BY A DECREE OR LICENSE? Y(☒) N(☐)

D. HAS THERE BEEN A LATER COURT DECREE OF THE WATER RIGHT(S) FROM THIS WATER SOURCE? Y(☐) N(☐)

E. IS THERE ANY INDICATION THAT THERE HAS BEEN A FIVE YEAR PERIOD OF CONTINUOUS NONUSE?
(IF YES, DESCRIBE BELOW) Y(☐) N(☒)

F. IF THIS CLAIM IS BASED ON A PERMIT, WHERE IS THE PERMIT IN THE LICENSING PROCESS?

PROOF OF BENEFICIAL USE SUBMITTED N/A(☐) Y(☐) N(☐)

FIELD EXAM COMPLETED N/A(☐) Y(☐) N(☐)

FIELD EXAM SENT TO STATE OFFICE N/A(☐) Y(☐) N(☐)

LICENSE ISSUED N/A(☐) Y(☐) N(☐)

* IF THE PERMIT WILL NOT BE LICENSED PRIOR TO THE DIRECTOR'S REPORT,
USE CONDITION CODE A01 AND RECOMMEND AS PERMITTED.

G. IF THIS CLAIM IS BASED ON BENEFICIAL USE, IS ADDITIONAL EVIDENCE
OF THE PRIORITY DATE REQUIRED? N/A(☐) Y(☐) N(☐)

* FOR CLAIMS BASED ON BENEFICIAL USE, DESCRIBE THE EVIDENCE OF PRIORITY SUBMITTED,
INCLUDING THE ANALYSIS OF THE EVIDENCE.

H. IS THE STAGE OF THE CLAIM CODED CORRECTLY? Y(☒) N(☐)

NOTES:

as per water right licence

RECOMMENDED PRIORITY DATE:

09-07-1977

REVIEWED BY

DC

DATE

3/13/95

A. AJ CLAIM POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	POD FLAG	COUNTY	DIVERSION NAME	DIV
A31-07267A	05N	35E	6	30W	SE	NE	1		JEFFERSON		
A31-07267A	05N	35E	6		SE	SE		DROP	JEFFERSON		

OTHER AJ CLAIMS WITH SAME AJ POD

A PREFIX	R PREFIX
A31-07267B	R31-07267B
A31-10964A	R31-10964A
A31-10964B	R31-10964B

WR RECORDS IN SAME 40 ACRE TRACT

31-02367
31-02368

SOURCE: GROUNDWATER

TRIB:

B. WR POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	POD FLAG	COUNTY	DIVERSION NAME	DIV
31-07267	05N	35E	6		SE	NE	1		JEFFERSON		
31-07267	05N	35E	6		SE	SE			JEFFERSON		

OTHER WR RECORDS WITH SAME WR POD

AJ CLAIMS IN SAME 40 ACRE TRACT

31-02367
31-02368

A PREFIX	R PREFIX
NONE	NONE

SOURCE: GROUNDWATER

TRIB:

C. IS THE CLAIMED POD WITHIN THE SAME 40 ACRE TRACT THAT IS DESCRIBED IN THE WATER RIGHT FILE? N/A() Y() N()

* IF NO, AND IF THE CHANGE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN POD, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

D. CAN THE CLAIMED POD BE VERIFIED USING THE WATER RIGHT FILE OR GPS DATA? N/A() Y() N()

E. SHOULD THE CLAIMED POD BE VERIFIED BY FIELD EXAM? Y() N()

F. IS THE CLAIMED SOURCE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE? N/A() Y() N()

* IF NO, AND IF THE CHANGE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN SOURCE, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

G. CAN THE CLAIMED SOURCE BE VERIFIED USING THE WATER RIGHT FILE? Y() N()

H. SHOULD THE CLAIMED SOURCE BE VERIFIED BY FIELD EXAM? Y() N()

1. HOW WAS THE POD AND SOURCE VERIFIED?

LICENSING FIELD EXAM (DATE OF FIELD EXAM 1984), Y() N()

AJ FIELD EXAM (DATE OF FIELD EXAM 1994 NAME OF EXAMINER DC), Y(X) N()

OTHER (DESCRIBE IN NOTES BELOW)

NOTES: split Pou & Pod by ownership / wells sp

North 1/2 serviced by North Well

SW SE NE LOT 1

RECOMMENDED POINT(S) OF DIVERSION AND SOURCE: CHECK HERE IF RECOMMENDED AS CLAIMED ()

TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	POD FLAG	COUNTY	DIVERSION NAME	D
05N	35E	6		SE	NE	1		JEFFERSON		
~~05N~~	~~35E~~	~~6~~		~~SE~~	~~SE~~			JEFFERSON		
—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—

SOURCE: GROUNDWATER

TRIB:

REVIEWED BY: DC

DATE: 3/13/95

SYSTEM DESCRIPTION: DESCRIBED BELOW (), SEE LICENSE FILE (), OR SEE ATTACHMENT ()

PAGE: 6
PLACE OF USE REVIEW SHEET

6
CLAIM NUMBER: A31-07

A. ROOT WATER RIGHT NUMBERS: A31-07267A
A31-07267B
R31-07267A
R31-07267B

B. POU LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.
05N	35E	5	SW	NW	4	CONNECTICUT MUTUAL LIFE INSURAA31-07267A / 30.0	-	/	37.0	
			SW	NW	4	CONNECTICUT MUTUAL LIFE INSURAR31-07267A / 30.0	-	/		
			SW	NW	4	OLDHAM, REED R31-04123 /	-	/		
			SW	NW	4	OLDHAM, REED A31-10964A / 36.0	-	/		
			SW	NW	4	OLDHAM, REED R31-10964A / 36.0	-	/		
			SW	NW	4	LOTT, TAYLOR	31-02367	/ 36.0		
			SW	NW	4	CONNECTICUT MUTUAL LIFE INSURA	31-07267	/ 30.0		
05N	35E	5	NW	SW		CONNECTICUT MUTUAL LIFE INSURAA31-07267A / 32.0	-	/	29.0	
			NW	SW		CONNECTICUT MUTUAL LIFE INSURAR31-07267A / 32.0	-	/		
			NW	SW		CONNECTICUT MUTUAL LIFE INSURA	31-07267	/ 32.0		
05N	35E	6	SW	NE	2	CONNECTICUT MUTUAL LIFE INSURAA31-07267A / 38.0	-	/	40.0	
			SW	NE	2	OLDHAM, REED R31-10964A / 38.0	-	/		
			SW	NE	2	OLDHAM, REED A31-10964A / 38.0	-	/		
			SW	NE	2	CONNECTICUT MUTUAL LIFE INSURAR31-07267A / 38.0	-	/		
			SW	NE	2	LOTT, TAYLOR	31-02368	/ 38.0		
			SW	NE	2	CONNECTICUT MUTUAL LIFE INSURA	31-07267	/ 38.0		
05N	35E	6	SE	NE	1	CONNECTICUT MUTUAL LIFE INSURAA31-07267A / 33.0	-	/	42.0	
			SE	NE	1	CONNECTICUT MUTUAL LIFE INSURAR31-07267A / 33.0	-	/		
			SE	NE	1	OLDHAM, REED R31-10964A / 38.0	-	/		
			SE	NE	1	OLDHAM, REED A31-10964A / 38.0	-	/		
			SE	NE	1	LOTT, TAYLOR	31-02367	/ 38.0		
			SE	NE	1	CONNECTICUT MUTUAL LIFE INSURA	31-07267	/ 33.0		
05N	35E	6	SE	NW	3	CONNECTICUT MUTUAL LIFE INSURAA31-07267A / 32.0	-	/	42.0	
			SE	NW	3	OLDHAM, REED A31-10964A / 38.0	-	/		
			SE	NW	3	CONNECTICUT MUTUAL LIFE INSURAR31-07267A / 32.0	-	/		
			SE	NW	3	OLDHAM, REED R31-10964A / 38.0	-	/		
			SE	NW	3	LOTT, TAYLOR	31-02368	/ 38.0		
			SE	NW	3	CONNECTICUT MUTUAL LIFE INSURA	31-07267	/ 32.0		
05N	35E	6	NE	SW		CONNECTICUT MUTUAL LIFE INSURAA31-07267A / 40.0	-	/	37.0	
			NE	SW		CONNECTICUT MUTUAL LIFE INSURAR31-07267A / 40.0	-	/		
			NE	SW		CONNECTICUT MUTUAL LIFE INSURA	31-07267	/ 40.0		
05N	35E	6	NE	SE		CONNECTICUT MUTUAL LIFE INSURAA31-07267A / 40.0	-	/	42.0	

PAGE: 7
PLACE OF USE REVIEW SHEET CONTINUED

CLAIM NUMBER: A31-07267

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.
			NE	SE		OLDHAM, REED	A31-10964A / 40.0	- /		
			NE	SE		CONNECTICUT MUTUAL LIFE INSURAR	31-07267A / 40.0	- /		
			NE	SE		OLDHAM, REED	R31-10964A / 40.0	- /		
			NE	SE		LOTT, TAYLOR		31-02367 / 40.0		
			NE	SE		CONNECTICUT MUTUAL LIFE INSURA		31-07267 / 40.0		
05N	35E	6	NW	SE		CONNECTICUT MUTUAL LIFE INSURAA	31-07267A / 40.0	- /	40.0	
			NW	SE		CONNECTICUT MUTUAL LIFE INSURAR	31-07267A / 40.0	- /		
			NW	SE		OLDHAM, REED	A31-10964A / 40.0	- /		
			NW	SE		OLDHAM, REED	R31-10964A / 40.0	- /		
			NW	SE		LOTT, TAYLOR		31-02368 / 40.0		
			NW	SE		CONNECTICUT MUTUAL LIFE INSURA		31-07267 / 40.0		

ADDITIONAL POU FOUND

TOTAL ACRES	A31-07267A	244.00	309.00
-------------	------------	--------	--------

POU COUNTY: JEFFERSON

C. IS WATER USAGE FOUND IN TRACTS OTHER THAN THOSE CLAIMED?

Y() N(☒)

* IF YES, ARE THESE TRACTS LISTED ABOVE (), OR ARE THEY LISTED ON AN ATTACHED SHEET ()

LIST OF ALL RIGHTS WITH A SAME POU AND IRRIGATION USAGE

CLAIM NO.	SOURCE	NAME	DIV. RATE	DIV. RATE/ACRE	DIV. VOL.
A31-07267A	GROUNDWATER	CONNECTICUT MUTUAL LIFE INSURA	2.890	0.010	855.00
R31-07267A	GROUNDWATER	CONNECTICUT MUTUAL LIFE INSURA	2.890	0.010	855.00
A31-10964A	GROUNDWATER	OLDHAM, REED	2.740	0.011	
R31-10964A	GROUNDWATER	OLDHAM, REED	2.740	0.011	

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

CLAIM NO.	PURPOSES	NAME	MONTH/DAY	RATE
R31-04123	STOCKWATER	OLDHAM, REED	FROM 01-01 TO 12-31	0.040 CFS

PAGE: 8
PLACE OF USE REVIEW SHEET CONTINUED

CLAIM NUMBER: A3

CLAIM NO.	PURPOSES	NAME	MONTH/DAY	RATE
R31-04123	DOMESTIC	OLDHAM, REED	FROM 01-01 TO 12-31	0.040 CFS

D. ARE OTHER WATER RIGHTS USED FOR THE SAME PURPOSE?

Y() N()

* IF YES, COMPLETE OVERLAP REVIEW:

OTHER RIGHTS LISTED IN CLAIM: A31-10964A

E. IS THE CLAIMED POU THE SAME AS DESCRIBED IN THE WATER RIGHT FILE?

N/A() Y() N()

* IF NO, AND IF THE CHANGE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN POU, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

F. CAN THE CLAIMED POU BE VERIFIED USING THE WATER RIGHT FILE AND AVAILABLE AERIAL PHOTOS?

N/A() Y() N()

G. SHOULD THE CLAIMED POU BE VERIFIED BY FIELD EXAM?

Y() N()

H. IS THERE ANY INDICATION THAT THERE HAS BEEN A FIVE YEAR PERIOD OF CONTINUOUS NONUSE OF THIS RIGHT, OR ANY PORTION OF THIS RIGHT?

Y() N()

PAGE: 11

PURPOSE OF USE, PERIOD OF USE, DIVERSION RATE AND DIVERSION VOLUME REVIEW SHEET CONTINUED

11

CLAIM NUMBER: A31-07

NOTES:

new standards 4/15-10/15

AJ CLAIM TOTAL DIVERSION RATE: 2.890 CFS

WR ROOT RIGHT TOTAL DIVERSION RATE: 5.910 CFS

A. IS THE CLAIMED TOTAL DIVERSION RATE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE? N/A() Y() N(☒)

B. CAN THE CLAIMED TOTAL DIVERSION RATE BE VERIFIED USING THE WATER RIGHT FILE? N/A() Y() N()

* ALL CLAIMS BASED ON BENEFICIAL USE (INCLUDING POSTED NOTICES AND STATUTORY CLAIMS) REQUIRE A FLOW MEASUREMENT.

C. IS THERE ANY INDICATION THAT THERE HAS BEEN A FIVE YEAR PERIOD OF CONTINUOUS NONUSE OF THIS RIGHT, OR ANY PORTION OF THE DIVERSION RATE? Y() N()

* IF AN AMOUNT SMALLER THAN THE ORIGINAL DIVERSION RATE IS CLAIMED AND A FIELD EXAM IS NOT REQUIRED, EXPLAIN IN NOTES.

D. SHOULD THE CLAIMED DIVERSION RATE BE VERIFIED BY FIELD EXAM? Y() N()

E. FLOW MEASUREMENT

MEASUREMENT METHOD _____, SEE ATTACHED CALCULATION

F. RATE/VOLUME CALCULATIONS: (IRRIGATION)

1a. IRRIGATION RATE

ACRES _____ x 0.02 CFS/ACRE = _____ CFS
(Taken from pou review)

1b. CALCULATIONS

IS A DIVERSION RATE PER ACRE GREATER THAN 0.02 CFS/ACRE CLAIMED? Y() N()

IF YES, IS AN ADDITIONAL WATER USE FORM FILED AND ATTACHED? Y() N()

2. IRRIGATION DIVERSION VOLUME

CLAIMED DIVERSION VOLUME = 855.00 AF/A

ACRES 290 x DIVERSION VOL. AF/A FOR AREA 2.5 =

TOTAL DIVERSION VOLUME 725 AF/A

3. IRRIGATION CONSUMPTIVE USE

CLAIMED CONSUMPTIVE USE = 712.5 AF/A

ACRES 290 x CONSUMPTIVE VOL. AF/A FOR AREA 3.5 =

TOTAL CONSUMPTIVE USE 1015 AF/A

4. CALCULATIONS FOR USES OTHER THAN IRRIGATION: SEE BELOW () OR SEE ATTACHMENT ()

NOTES: $\frac{5.91}{582} - (285) = 2.89$

WR RECORD CONDITIONS/REMARKS:

Drop

- R29 - This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 3.0 afa per acre for the lands above.
- 016 - See remarks for additional conditions of approval.
- R38 - The rate of diversion and annual volume under this right shall be appurtenant to the place of use so that each irrigated acre will receive an equal portion of water when all rights appurtenant to the place of use from the same source are considered cumulatively.

THE MAX. COMBINED VOLUME UNDER THIS RT. & RTS. 31-2367/2368/2373 SHALL NOT EXCEED 1746.0 AF/ANNUM.

RECOMMENDATIONS: CHECK HERE IF RECOMMENDED AS CLAIMED ()

REC. PURPOSE OF USE	REC. PERIOD		REC. DIV		REC. DIV		REC. C USE
	FROM	TO	RATE CFS		VOL. AF/A		
IRRIGATION	04-01	11-01	DATABASE 2.890	EXAMINER	DATABASE 855.00	EXAMINER	DATABASE 712.5
	4/15	10/15					
TOTAL FOR THIS RIGHT			2.890		855.00		712.5

NON-IRRIGATION USES CLAIMED:

NON-IRRIGATION USES RECOMMENDED: CHECK HERE IF RECOMMENDED AS CLAIMED ()

REVIEWED BY: DK DATE: 3/13/25

FLAG: _____

STANDARD CONDITIONS (CODE): 105

STANDARD REMARKS (CODE): E01 - 5.2A (290)
F06 -
K06 - 285 LICENSE

EXPLANATORY CONDITIONS (CODE):

EXPLANATORY REMARKS (CODE):

A. CHECK ONLY THE FOLLOWING THAT APPLY:

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

B. SPLIT WATER RIGHT REVIEW

ROOT WATER RIGHT NUMBER: 31-07267

TOTAL DIVERSION RATE OF WR SPLITS	DATABASE 5.910	EXAMINER _____	CFS
-----------------------------------	-------------------	-------------------	-----

SPLITS:

OLD RIGHT NUMBERS	CURRENT CLAIM NUMBERS	DIVERSION RATE	CURRENT "R" CLAIM NUM.	"R" DIV. RATE	WR RIGHT NUMBERS	DIVERSION RATE
A31-07267	R31-07267A	2.890	R31-07267A	2.890	31-07267	5
A31-07267	R31-07267B	3.020	R31-07267B	3.020	31-07267	5
A31-07267	R31-07267A	2.890	R31-07267A	2.890	31-07267	5
A31-07267	R31-07267B	3.020	R31-07267B	3.020	31-07267	5

TOTAL CFS	11.820	11.820	5
-----------	--------	--------	---

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 DESCRIBED BELOW () OR SEE ATTACHMENT ()?

DATABASE	FIELD EXAMINER
N	Y() N()

NOTES:

AUTHENTICATION:

SIGNATURE: Dave Carlson DATE: 3/13/95
NAME OF FIELD EXAMINER: DAVE CARLSON TITLE: WA

MAPS AND AERIAL PHOTOGRAPHS USED TO REVIEW THIS NOTICE OF CLAIM TO A WATER RIGHT

TYPE OF MAP OR PHOTOGRAPH (CHECK IF USED) IF USED, SUPPLY APPROPRIATE DATE AND OTHER INFORMATION

() ORTHOPHOTOQUAD	DATE OF PHOTO _____	IDWR ID NO. _____
() TOPOGRAPHIC	DATE FIELD CHECKED _____	IDWR ID NO. _____
(X) NAPP	DATE OF PHOTO _____	IDWR ID NO. _____
(X) ASCS AERIAL PHOTO	DATE OF PHOTO _____	
() ASCS COLOR SLIDE	DATE OF PHOTO _____	
() BLM OR USFS AERIAL PHOTO	DATE OF PHOTO _____	
() TOWNSHIP SURVEY (GOVERNMENT PLAT)	DATE OF SURVEY _____	
() SCS SOIL SURVEY MAP	DATE ISSUED _____	
() SUBDIVISION PLAT MAP	DATE OF MAP _____	
() OTHER _____	DATE _____	
() OTHER _____	DATE _____	
() OTHER _____	DATE _____	

LIST OF ATTACHMENTS (CHECK IF ATTACHED)	IF ATTACHED, SUPPLY APPROPRIATE INFORMATION	NO. OF PAGES	NOTES
(X) LICENSING FIELD EXAM	DATE OF FIELD EXAM _____	_____	_____
(X) WATER RIGHT LICENSE	DATE LICENSE SIGNED _____	_____	_____
() IDWR APPROVED TRANSFER	DATE TRANSFER APPROVED _____	_____	_____
() SYSTEM DESCRIPTION	DATE DRAWN _____	_____	_____
() PHOTOGRAPHS	DATE(S) PHOTOS TAKEN _____	_____	_____
() SPLIT RIGHT REVIEW	DATE REVIEW COMPLETED _____	_____	_____
() HUBBLE ANALYSIS	DATE ANALYSIS COMPLETED _____	_____	_____
() CONVEYANCE LOSS ANALYSIS	DATE ANALYSIS COMPLETED _____	_____	_____
() FLOW MEASUREMENT CALCULATIONS	DATE SYSTEM MEASURED _____	_____	_____
() OTHER _____	DATE _____	_____	_____
() OTHER _____	DATE _____	_____	_____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

12:52
03/10/

PAGE: 17
QUICKLOOK INFORMATION

17
CLAIM NUMBER: A31-07

WR ELEMENT	DATA DISCREPANCY Y/N	CORRESPONDENCE SENT/RECEIVED BY WHOM/DATE	FIELD EXAM BY WHOM/DATE	CHANGE CLAIM Y/N	ELEMENT DOCUMENTED WHOM/DATE	COMPLETED REVIEW WHOM/DATE	COMPLETED DATA ENTRY WHOM/DATE
PRIORITY DATE			DCo/ps				
POINT OF DIV				Yes			
SOURCE							
PLACE OF USE	Y			Yes			
DIV. AMOUNT CFS/VOLUME	Y			No			
CONSUMPTIVE USE	-						
PURPOSES OF USE							
PERIOD OF USE				Yes			
BASIS OF CLAIM	Y			No			
REMARKS	Y			No			

BARCODE UPDATED
WHOM/DATE

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

13:01
03/10/
18

PAGE: 18
PROFILE REPORT

CLAIM NUMBER: A31-07

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	CONNECTICUT MUTUAL LIFE INSURANCE CO.	09/07/1977	IRRIGATION	04-01 11-01	2.89 CFS	
C	REED OLDHAM				2.89 CFS	
TOTAL DIVERSION:					2.89 CFS	
CONSUMPTIVE USE:						

Water Source: GROUNDWATER

Tributary to:

Stage: LICEN

Point(s) of Diversion:

T05N R35E S06 Lot01(SENE)

SESE

JEFFERSON Cou

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE			
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac
05N	35E	5	:																
05N	35E	6	:			02-38	01-33										40	40	
TOTAL ACRES																			

POU County: JEFFERSON

Other Rights: A31-10964A

Conditions of Approval:

- R29 - This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 3.0 af/a per acre for the lands above.
- R38 - The rate of diversion and annual volume under this right shall be appurtenant to the place of use so that each irrigated acre will receive an equal portion of water when all rights appurtenant to the place of use from the same source are considered cumulatively.

Remarks: THE MAX. COMBINED VOLUME UNDER THIS RT. & RTS. 31-2367/2368/2373 SHALL NOT EXCEED 1746.0 AF/ANNUM.
*THIS RIGHT PAID FOR UNDER RECEIPT #E004562. CHANGE IN OWNERSHIP 3-7-95 GJT.

Dates: Exam Made Date: Verified Date:

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



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

March 21, 2001

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

**LOREN MCGARRY RANCHES
HC 69 BOX 1070
HAMER ID 83425**

RE: NOTICE OF ERROR

Dear Claimant:

Water Agent Bryce Contor has finished reviewing your Notice of Error for water right numbers 31-07270 and 31-11619, and has adjusted the claims accordingly.

Enclosed for your records are copies of the recommendations.

If you have any questions feel free to contact Bryce Contor at this office.

Respectfully submitted,

Cheri Vandermeulen
Records Clerk

OK - Bac
3/12/01

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

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
	31-7267A	N			
	31-10964A	N			

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

A. The appropriate ~~FILING FEE~~. See instructions for fee amounts.

NOT REQ.

☒ B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.

☒ C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

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

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

Lynn Wood

New Owner/Claimant(s)

Kirk Egbert

Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

City, State and ZIP Code

New Telephone Number

() _____

5. Date you acquired the property

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

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

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

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

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

For Office Use Only

Received by _____ Date _____ Fee _____
 Receipted by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

CONTRACT OF SALE

THIS CONTRACT OF SALE is entered into as of this ____ day of May, 1999, by DEE LYNN WOOD and JANET WOOD, husband and wife, of 1014 East 1500 North, Terreton, Jefferson County, Idaho, hereinafter referred to as "SELLER", and KIRK EGBERT and KATHRYN EGBERT, husband and wife, of 1410 East 1300 North, Terreton, Jefferson County, Idaho, hereinafter referred to as "BUYER",

WITNESSETH:

In consideration of the mutual covenants set forth herein the parties agree as follows:

1. **SALE.**

SELLER hereby agrees to sell to BUYER on the performance of the agreements of BUYER as hereinafter set forth, and to convey or cause to be conveyed by the legal owner or owners thereof by good and sufficient Warranty Deed, free and clear of liens and encumbrances, excepting any liens or encumbrances that may have attached by reason of any act or deed of BUYER, or any lien or encumbrance to which this Contract of Sale is expressly made subject, the following described real and personal property situate in Jefferson County, Idaho (the "Property"):

REAL PROPERTY:

**TOWNSHIP 5 NORTH, RANGE 35 EAST OF THE BOISE MERIDIAN,
JEFFERSON COUNTY, IDAHO**

Section 5: Lot 4,
NW 1/4 SW 1/4

EXCEPTING THEREFROM: Beginning at the NE Corner of Lot 4 of said Section 5 and running thence South along the center of a county road right of way 965 feet; thence Northwesterly 1070 feet, more or less, to the intersection of the north section line of said Section 5 at a point 970 feet more or less West of the point of beginning; thence East 970 feet, more or less, to the point of beginning.

ALSO EXCEPTING THEREFROM: County road right of way along the East, North and West sides of said property.

Section 6: Lots 1, 2, and 3,
NE 1/4 SW 1/4,
N 1/2 SE 1/4

EXCEPTING THEREFROM:
and East sides of said Property.

County road right of ways along the North

SUBJECT TO THE FOLLOWING:

1. The mortgage between the parties herein;
2. The mortgage between Dee Lynn Wood and Janet Wood, husband and wife, as Mortgagor and Northwest Farm Credit Services, ACA as Mortgagee, dated November 5, 1993, on which there is a remaining balance of \$560,180.58 principal and accruing interest, the full obligation of principal and accruing interest which Dee Lynn Wood and Janet Wood herein agree to be responsible for timely paying in full;
3. The farm lease with Blaine Larson Farms, Inc. effective September 16, 1998.
4. Power line easement granted to UTAH POWER & LIGHT COMPANY, a corporation, recorded August 15, 1966, as Instrument No. 142250, records of Jefferson County.
5. Exceptions to the title listed on Schedule B- Section 2 of the commitment for title insurance dated April 6, 1999, Commitment No. J20998, First American Title Company.

PERSONAL PROPERTY:

All irrigation equipment located on the above-described real property in an "as is" condition, excluding any portable mainline and all handlines.

2. PAYMENT AND PURCHASE.

BUYER agrees to buy the Property and to pay SELLER therefor the sum of FIVE HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$542,500.00), in lawful money of the United States of America, which such amount shall be paid to SELLER by BUYER as follows:

- (1) The sum of \$52,500 cash previously paid down by Buyer (\$20,000 of which was paid in cash directly from Buyer and the balance of which was the first half rental payment paid by Blaine Larson Farms, Inc., as Lessee, effective September 16, 1998, which under the within contract was to go to Buyer, but which has been received by Seller) receipt of which \$52,500 by Seller is hereby acknowledged by Seller.
- (2) The sum of \$197,500 cash paid down by Buyer at the time of the execution of the within contract, receipt of which by Seller is hereby acknowledged by Seller.
- (3) The balance of principal in the amount of \$292,500 and accruing interest shall be paid by Buyer to Seller under the terms of a promissory note, a copy of which is attached to this contract of sale, which the Buyer agrees to execute in favor of Seller at the time of

the execution of the within contract.

3. INSTRUMENTS OF CONVEYANCE.

Simultaneously with the execution of this Contract of Sale, SELLER shall make, execute and deliver to BUYER a Warranty Deed conveying the Property to BUYER, free and clear of any lien or encumbrance, excepting any lien or encumbrance to which this Contract of Sale is expressly made subject, and excepting any lien or encumbrance that may have attached by reason of any act, deed or omission of said BUYER.

4. POSSESSION.

BUYER shall be granted possession of the property on the date of execution of the within contract, subject to that certain lease agreement between SELLER and AGRI-BUSINESS SERVICES, dated September 16, 1998, which lease agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

5. APPORTIONMENTS.

Seller shall pay all of the 1998 and all prior taxes and assessments levied and assessed against the premises when the same are due and payable and before the same shall become delinquent. BUYER shall pay all 1999 taxes and the closing costs shall be divided equally between the parties. BUYER is entitled to all lease payments for the year 1999.

6. TRANSFER OF WATER RIGHTS.

SELLER represents and warrants that water right claims pertaining to the Property have previously been filed with the Idaho Department of Water Resources in the Snake River Basin Water Adjudication case which is now pending in the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls, under Case No. 39576. Said claims have been filed under Identification NOS. A31-10964, A31-04123 and A31-07267 (the "Water Right Claims"). SELLER does hereby transfer and agrees, after closing, at SELLER's expense to take whatever steps and execute whatever documents are necessary to assign and transfer to BUYER the water rights represented and warranted above and whatever other water rights and interest SELLER has in such claims to the extent that such claims pertain to water rights which are properly appurtenant to the Property. It is understood and agreed that Claim Nos. A31-10964 and A31-07267 also relate to the Weeks Property. In order to properly divide the water rights between the Property and the Weeks Property, it may be necessary for SELLER to obtain approval for a change of the point of diversion for the portion of the water rights which are properly appurtenant to the Weeks Property. SELLER hereby agrees to indemnify and hold harmless BUYER from any cost or expense in connection with the above-referred to transfer of water rights and change in point of diversion of water rights. BUYER agrees that BUYER will not object to such change in the point of diversion

and will cooperate with SELLER in obtaining such change in the point of diversion. It is specifically understood and agreed that it is the intent of SELLER to divide the water rights referred to in Claim Nos. A31-10964 and A31-07267 between the Property and the Weeks Property in the same proportion that the acreage in each parcel bears to the total acreage of both parcels and BUYER shall not object to the division of such water rights in such manner.

7. REPRESENTATION AND WARRANTY CONCERNING ENVIRONMENTAL CONDITION OF PREMISES.

Seller hereby represents and warrants that Seller has not used any substances on the premises nor contaminated the premises in any way with any substance in violation of any environmental law including but not limited to local, state and federal environmental laws. Seller further hereby represents and warrants that Seller is not aware of nor has reason to be aware of the use of any substances on the premises or the contamination of the premises in any way by anyone with any substance in violation of any environmental law, including but not limited to any local, state and federal environmental law.

8. TITLE INSURANCE.

SELLER agrees to provide to BUYER at SELLER's cost a standard form owner's title insurance policy in the amount of FIVE HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$542,500.00) insuring title to the Property in BUYER, free and clear of any lien or encumbrance, excepting any lien or encumbrance to which this Contract of Sale is expressly made subject, and excepting any lien or encumbrance that may have attached by reason of any act, deed or omission of said BUYER, and excepting the usual printed exceptions contained in such policies of title insurance, and taxes and assessments for the current year, easements and rights of way of public record and the rights of BUYER under the terms of this Contract of Sale.

9. ENFORCEMENT.

Should either party default in the performance of any of the covenants or agreements contained herein, such defaulting party shall pay to the other party all costs and expenses, including, but not limited to, a reasonable attorney's fee, including such fees on appeal, which the offended party may incur in enforcing this Contract of Sale or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.

10. BINDING EFFECT.

This Contract of Sale shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, successors and assigns of the parties hereto.

11. SURVIVAL OF TERMS.

The terms and provisions of this Contract of Sale shall survive the closing and the execution and delivery of instruments of transfer and conveyance. The terms of this Contract of Sale shall not be merged out by the execution and delivery of the instruments of transfer and conveyance.

12. WAIVER.

A waiver of any default or breach of any term of this Contract of Sale shall not be deemed to be a waiver of any simultaneous or subsequent breach of the same or any other term of this Contract of Sale. All waivers must be in writing and must be signed by SELLER. No failure or delay of SELLER to exercise any right or remedy hereunder shall operate as a waiver.

13. ATTORNEYS.

Dale P. Thomson, Esq., and the law firm of Thomson Law Offices, Chtd., drafter of this Contract of Sale, has acted as attorney for SELLER and as such has in no way advised BUYER in regard to this agreement or any other matters. The SELLER and BUYER have agreed that the legal fees charged by SELLER's attorney shall be divided equally between SELLER and BUYER. Each party shall be responsible for paying the fee of their respective attorneys.

14. ASSIGNMENT OF LEASE/CCC PAYMENTS.

SELLER has entered into a Farm Lease with Blaine Larsen Farms, Inc., dated September 16, 1998 (the "Larson Farm Lease"). SELLER does hereby assign, all rights, title and interest they may have to said lease and the respective lease payments, so long as the BUYER is not in default of the Promissory Note. SELLER does hereby assign to BUYER, all CCC payments for the year 1999 and thereafter, so long as the BUYER is not in default.

15. INTEGRATION OF AGREEMENT

SELLER and BUYER acknowledge that the terms of this Contract of Sale may vary from the terms contained in any earnest money agreement or any other preliminary agreements made prior to the execution of this Contract of Sale and may vary from any negotiations between the parties prior to the execution of this Contract of Sale. SELLER and BUYER agree that the terms, covenants and conditions of this Contract of Sale shall supersede all such prior negotiations and agreements, that there are no other verbal promises, implied promises, agreements, stipulations, representations or warranties of any kind or nature, excepting those set forth in this Contract of Sale, and that this Contract of Sale shall be and is the final expression of the agreement of the parties and shall control. No modification of this Contract of Sale shall be valid unless in writing and executed by the parties to this agreement.

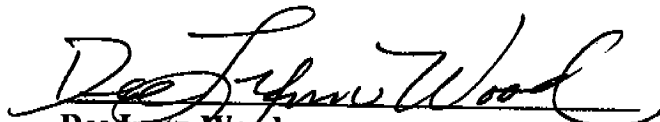
16. PAYMENT OF EXISTING MORTGAGE INDEBTEDNESS AND CONVENANTS RELATING THERETO.

SELLER agrees to timely pay any mortgage indebtedness against the premises and agrees that all such mortgage indebtednesses shall be paid in full before the date of the last payment due under the within contract. SELLER agrees that all payments made under the within contract after the down payments, shall be applied in full toward reduction of all mortgage indebtednesses against the premises. BUYER hereof may, for the protection of BUYER's interest, make such payments to become owing under this contract in the joint names of SELLER and the holder of any mortgage indebtedness against the premises and such payments shall be deemed to have been made upon the within contract. SELLER hereby represents and warrants that the only mortgage indebtedness against the premises is the mortgage in favor of Northwest Farm Credit Services referred to in paragraph 1 and that there is a remaining balance of principal on such mortgage indebtedness at the present time of \$560,180.58. SELLER agrees to clear the premises hereby sold against any such mortgage indebtednesses before the date that the last payment under the within contract and attached promissory note becomes due.

SELLER hereby agrees to indemnify and hold BUYER harmless against any damages that BUYER may sustain as a result of SELLER's failure to timely pay in full the mortgage indebtedness referred to herein and to timely clear title to the property herein sold against any encumbrance of such mortgage indebtedness.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed, all as of the day and year first above written.

SELLER:


Dee Lynn Wood


Janet Wood

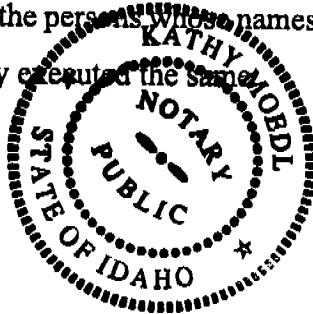
BUYER:

Kirk Egbert
Kirk Egbert

Kathryn Egbert
Kathryn Egbert

STATE OF IDAHO)
County of Jefferson) :SS

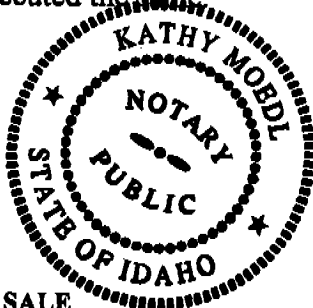
On this 17th day of May, in the year of 1999, before me, a Notary Public in and for said State, personally appeared **DEE LYNN WOOD** and **JANET WOOD**, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Kathy Moedel
Notary Public for Idaho
Residing In: Kimberly
My Commission Expires: 7-16-99

STATE OF IDAHO)
County of Jefferson) :SS

On this 17th day of May, in the year of 1999, before me, a Notary Public in and for said State, personally appeared **KIRK EGBERT** and **KATHRYN EGBERT**, 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.



Kathy Moedel
Notary Public for Idaho
Residing In: Kimberly
My Commission Expires: 7-16-99

01/25/2001

**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: 31-7267A

LYNN WOOD

1014 E 1500 N

TERRETON ID 83450

Telephone Number: (208)663-4448

*Change of ownership
submitted Wood -
Egbert*

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

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

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

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

DATE: _____ SIGNATURE: _____

Please print your name: _____

IDWR Regional Office, 900 N Skyline, Idaho Falls, ID 83402, 2085257161

01/25/2001

**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: 31-10964A

LYNN WOOD

1014 E 1500 N

TERRETON ID 83450

Telephone Number: (208)663-4448

*Change of ownership
submitted
Wood - Egbert*

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

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

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

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

DATE: _____ SIGNATURE: _____

Please print your name: _____

IDWR Regional Office, 900 N Skyline, Idaho Falls, ID 83402, 2085257161



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

August 1, 2000

KIRK EGBERT
PO BOX 87
TERRETON ID 83450

RE: NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP
NOTICES OF CLAIM TO A WATER RIGHT A31-07267A, A31-
10964A

Dear Mr. Egbert:

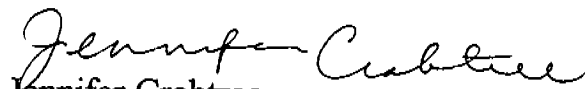
The request for Change of Water Right Ownership concerning the above-referenced Notices of Claim has been processed and the Department's records updated to reflect you as the new claimant.

The enclosed reports show this change along with the elements of the water right being claimed. Please review these reports and contact this office if there are corrections or questions.

Please keep these reports for your records.

A31-04123 was retained by Mr. and Mrs. Wood and was not changed.

Respectfully yours,


Jennifer Crabtree
Technical Records Specialist

Enclosure

To: Lynn Wood/Kirk Egbert Change of Ownership File
Fr: Bryce Contor
Date: 7/25/2000 
Re: Change of Ownership A31-04123, A31-07267A, A31-10964A

The attached Notice of Change of Ownership requests changing ownership of two claims, A31-07267A and A31-10964A. The sales contract references original claims A31-07267 and A31-10964, but acknowledges that a split will be necessary. The contract also references A31-04123, but contains the provision "to the extent that such claims pertain to water rights which are properly appurtenant to the Property."

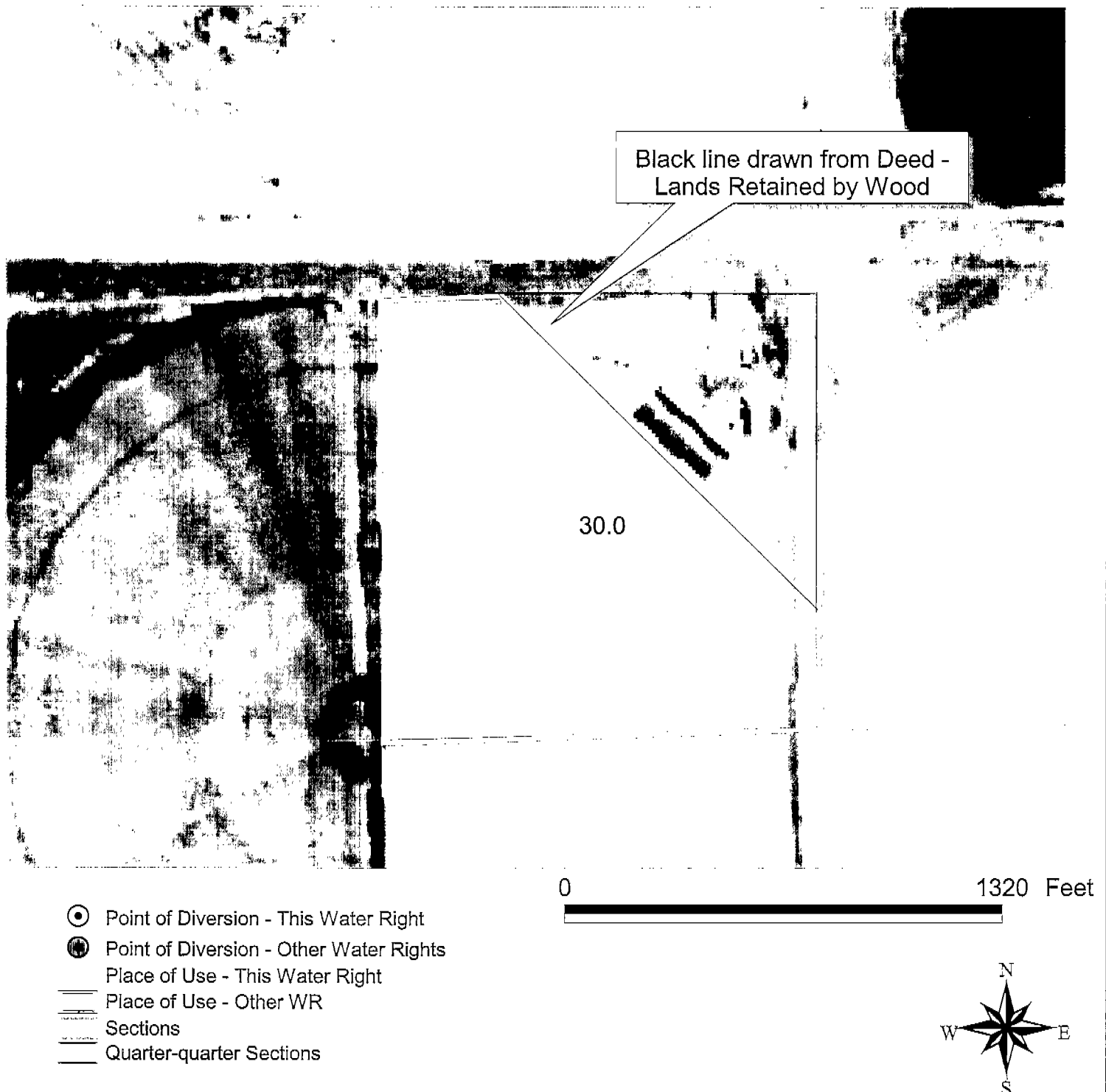
In reviewing the electronic record of A31-04123, the purchaser Kirk Egbert and I thought that this claim was appurtenant to the home, lawns, and buildings on the lands retained by the seller in the NE portion of Lot 4, Section 5, T5N, R35E. A careful review of the original claim 31-04123 and the paper file A31-04123 more or less confirms this conclusion.

AJ claims A31-07267A and A31-10964A appear to claim slightly more irrigated acres in Lot 4 than were conveyed by the sales contract, but the attached GIS illustration shows that all the actual irrigated acres in Lot 4 were conveyed.

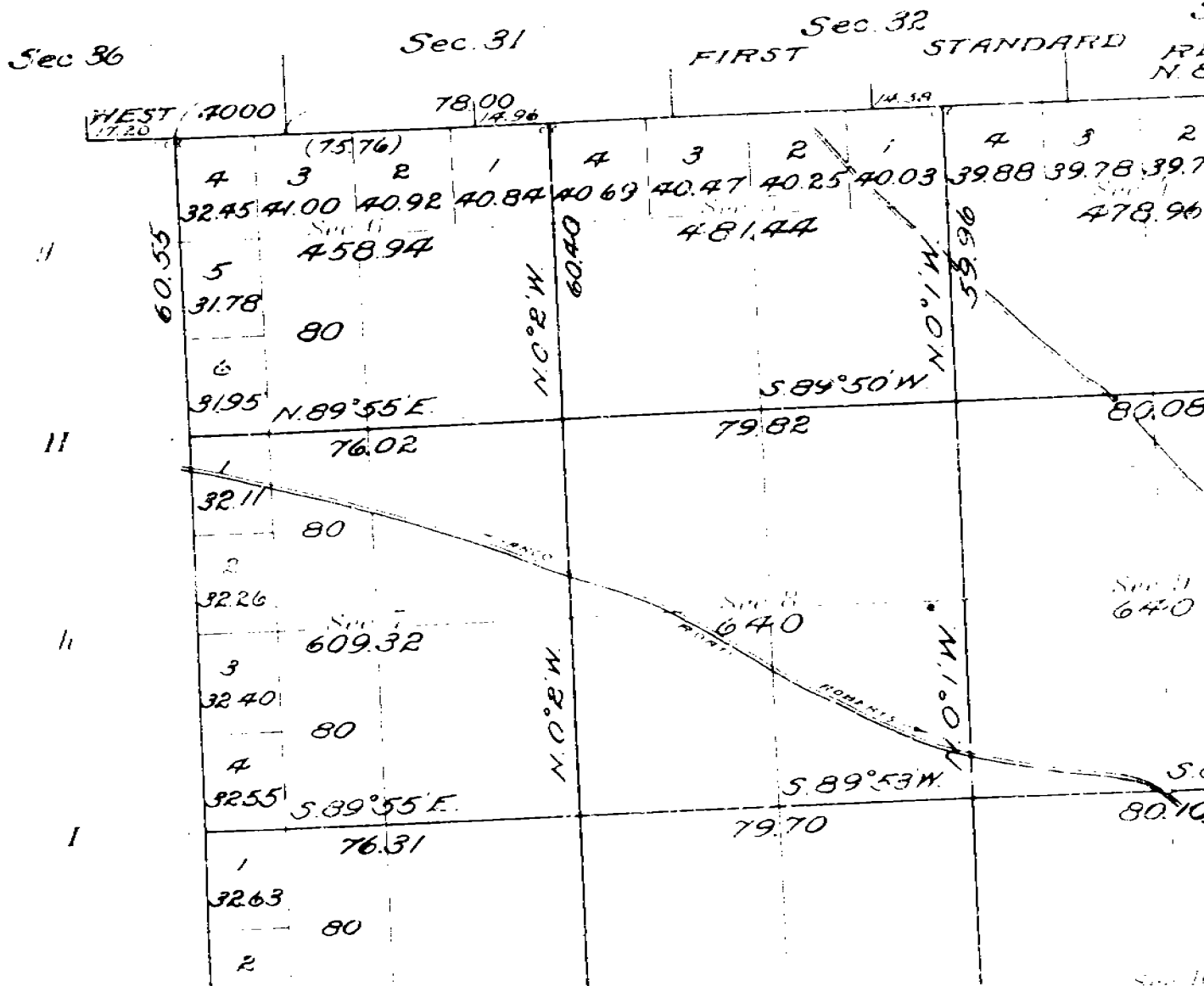
Therefore, I conclude that the ownership of A31-07267A and A31-10964A can be changed without a split, and that the ownership of A31-04123 should not be split.

IDAHO DEPARTMENT OF WATER RESOURCES

Irrigated Place of Use in T5N R35E Section 5 Lot 4 Per 1987/1988 NAPP



Township N^o 5 North. Range N^o 2



Ok Bar
7/25/00

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
~~A31-04123~~		☒			
A31-07267A		☒			
A31-10964A		☒			

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

A. ~~The appropriate FILING FEE. See instructions for fee amounts.~~

B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION.**

C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

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

3. Name and Address of Former Owner/Claimant(s) Lynn Wood
Terreton Idaho
4. New Owner/Claimant(s) Kirk Egbert
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address Box 87
- City, State and ZIP Code Terreton Idaho 83450
- New Telephone Number (208) 663-4505
5. Date you acquired the property _____

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

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	

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

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

For Office Use Only

Received by _____	Date _____	Fee _____
Receipted by _____	Date _____	Receipt No. _____
Processed by _____ AJ	Date _____	WR _____ Date _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESINSTRUCTIONS FOR FILING
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

This form has been prepared to assist all claimants and owners of water rights to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. All claimants and owners of water rights are required to notify the Department of Water Resources (IDWR) of any change in mailing address or change in ownership of all or part of a water right. In addition, all purchasers of water rights within a pending general adjudication area must inquire whether a notice of claim has been filed and, if not, shall file a notice of claim if necessary.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. Please contact your nearest IDWR office, or call 1-800-451-4129, if you would like more information or need help completing this form. Please attach additional sheets to the form if you require additional space to describe or explain any of the items on the form.

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 the number(s) at **Item 1**. Corresponding water right and adjudication claim numbers should be listed next to each other on the form. You may have purchased only a portion of the water right(s) held by the seller. If so, the water right(s) held by the seller may need to be "split" to provide you your share of each right. Indicate if a split is required by checking in the space provided next to each water right.

If you receive water from a municipal provider, an irrigation district or other water delivery organization, where the water rights are held by the organization, please do not use this form to record a change. You may need to contact the water delivery organization to determine if any action is necessary.

If you or the seller believes there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If adjudication 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/claimant(s) of the water right(s) at **Item 3**.
4. The name, mailing address, and telephone numbers of the new owner/claimant(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. You may have purchased only a portion of the water right(s) held by the seller. If this change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. For each water right requiring a split between owners, fill in the appropriate spaces in the box(es) at **Item 6**. Copy the page as many times as necessary to fully describe each water right after the change. Include documentation as necessary to describe nonstandard agreements or arrangements regarding division of the water right(s). **If the water right(s) will not be split, skip Item 6 and go to Item 7.**
7. The new owner(s) must sign the form in the space(s) provided at **Item 7**. If an "and" connector is used at Item 4, all parties must sign this form. If an "and/or" or "or" connector is used, all parties may sign; however, only one of the named parties is required to sign. If someone other than the owner signs the notice, evidence of authority to sign for the owner must be attached. If the new owner is a corporation or other organization, the person signing the notice must be an officer of the corporation or otherwise have authority to sign for the organization and must include their title with the signature.
8. The filing fee is \$25 per water right, except for those water rights which will be divided as a result of the change in ownership. The filing fee for division of a water right is \$100 per water right to be divided. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

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

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

IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

CONTRACT OF SALE

THIS CONTRACT OF SALE is entered into as of this ____ day of May, 1999, by DEE LYNN WOOD and JANET WOOD, husband and wife, of 1014 East 1500 North, Terreton, Jefferson County, Idaho, hereinafter referred to as "SELLER", and KIRK EGBERT and KATHRYN EGBERT, husband and wife, of 1410 East 1300 North, Terreton, Jefferson County, Idaho, hereinafter referred to as "BUYER",

WITNESSETH:

In consideration of the mutual covenants set forth herein the parties agree as follows:

1. **SALE.**

SELLER hereby agrees to sell to BUYER on the performance of the agreements of BUYER as hereinafter set forth, and to convey or cause to be conveyed by the legal owner or owners thereof by good and sufficient Warranty Deed, free and clear of liens and encumbrances, excepting any liens or encumbrances that may have attached by reason of any act or deed of BUYER, or any lien or encumbrance to which this Contract of Sale is expressly made subject, the following described real and personal property situate in Jefferson County, Idaho (the "Property"):

REAL PROPERTY:

**TOWNSHIP 5 NORTH, RANGE 35 EAST OF THE BOISE MERIDIAN,
JEFFERSON COUNTY, IDAHO**

Section 5: Lot 4,
NW 1/4 SW 1/4

EXCEPTING THEREFROM: Beginning at the NE Corner of Lot 4 of said Section 5 and running thence South along the center of a county road right of way 965 feet; thence Northwesterly 1070 feet, more or less, to the intersection of the north section line of said Section 5 at a point 970 feet more or less West of the point of beginning; thence East 970 feet, more or less, to the point of beginning.

ALSO EXCEPTING THEREFROM: County road right of way along the East, North and West sides of said property.

Section 6: Lots 1, 2, and 3,
NE 1/4 SW 1/4,
N 1/2 SE 1/4

EXCEPTING THEREFROM:
and East sides of said Property.

County road right of ways along the North

SUBJECT TO THE FOLLOWING:

1. The mortgage between the parties herein;
2. The mortgage between Dee Lynn Wood and Janet Wood, husband and wife, as Mortgagor and Northwest Farm Credit Services, ACA as Mortgagee, dated November 5, 1993, on which there is a remaining balance of \$560,180.58 principal and accruing interest, the full obligation of principal and accruing interest which Dee Lynn Wood and Janet Wood herein agree to be responsible for timely paying in full;
3. The farm lease with Blaine Larson Farms, Inc. effective September 16, 1998.
4. Power line easement granted to UTAH POWER & LIGHT COMPANY, a corporation, recorded August 15, 1966, as Instrument No. 142250, records of Jefferson County.
5. Exceptions to the title listed on Schedule B- Section 2 of the commitment for title insurance dated April 6, 1999, Commitment No. J20998, First American Title Company.

PERSONAL PROPERTY:

All irrigation equipment located on the above-described real property in an "as is" condition, excluding any portable mainline and all handlines.

2. PAYMENT AND PURCHASE.

BUYER agrees to buy the Property and to pay SELLER therefor the sum of FIVE HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$542,500.00), in lawful money of the United States of America, which such amount shall be paid to SELLER by BUYER as follows:

- (1) The sum of \$52,500 cash previously paid down by Buyer (\$20,000 of which was paid in cash directly from Buyer and the balance of which was the first half rental payment paid by Blaine Larson Farms, Inc., as Lessee, effective September 16, 1998, which under the within contract was to go to Buyer, but which has been received by Seller) receipt of which \$52,500 by Seller is hereby acknowledged by Seller.
- (2) The sum of \$197,500 cash paid down by Buyer at the time of the execution of the within contract, receipt of which by Seller is hereby acknowledged by Seller.
- (3) The balance of principal in the amount of \$292,500 and accruing interest shall be paid by Buyer to Seller under the terms of a promissory note, a copy of which is attached to this contract of sale, which the Buyer agrees to execute in favor of Seller at the time of

the execution of the within contract.

3. INSTRUMENTS OF CONVEYANCE.

Simultaneously with the execution of this Contract of Sale, SELLER shall make, execute and deliver to BUYER a Warranty Deed conveying the Property to BUYER, free and clear of any lien or encumbrance, excepting any lien or encumbrance to which this Contract of Sale is expressly made subject, and excepting any lien or encumbrance that may have attached by reason of any act, deed or omission of said BUYER.

4. POSSESSION.

BUYER shall be granted possession of the property on the date of execution of the within contract, subject to that certain lease agreement between SELLER and AGRI-BUSINESS SERVICES, dated September 16, 1998, which lease agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

5. APPORTIONMENTS.

Seller shall pay all of the 1998 and all prior taxes and assessments levied and assessed against the premises when the same are due and payable and before the same shall become delinquent. BUYER shall pay all 1999 taxes and the closing costs shall be divided equally between the parties. BUYER is entitled to all lease payments for the year 1999.

6. TRANSFER OF WATER RIGHTS.

SELLER represents and warrants that water right claims pertaining to the Property have previously been filed with the Idaho Department of Water Resources in the Snake River Basin Water Adjudication case which is now pending in the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls, under Case No. 39576. Said claims have been filed under Identification NOS. A31-10964, A31-04123 and A31-07267 (the "Water Right Claims"). SELLER does hereby transfer and agrees, after closing, at SELLER's expense to take whatever steps and execute whatever documents are necessary to assign and transfer to BUYER the water rights represented and warranted above and whatever other water rights and interest SELLER has in such claims to the extent that such claims pertain to water rights which are properly appurtenant to the Property. It is understood and agreed that Claim Nos. A31-10964 and A31-07267 also relate to the Weeks Property. In order to properly divide the water rights between the Property and the Weeks Property, it may be necessary for SELLER to obtain approval for a change of the point of diversion for the portion of the water rights which are properly appurtenant to the Weeks Property. SELLER hereby agrees to indemnify and hold harmless BUYER from any cost or expense in connection with the above-referred to transfer of water rights and change in point of diversion of water rights. BUYER agrees that BUYER will not object to such change in the point of diversion

and will cooperate with SELLER in obtaining such change in the point of diversion. It is specifically understood and agreed that it is the intent of SELLER to divide the water rights referred to in Claim Nos. A31-10964 and A31-07267 between the Property and the Weeks Property in the same proportion that the acreage in each parcel bears to the total acreage of both parcels and BUYER shall not object to the division of such water rights in such manner.

7. REPRESENTATION AND WARRANTY CONCERNING ENVIRONMENTAL CONDITION OF PREMISES.

Seller hereby represents and warrants that Seller has not used any substances on the premises nor contaminated the premises in any way with any substance in violation of any environmental law including but not limited to local, state and federal environmental laws. Seller further hereby represents and warrants that Seller is not aware of nor has reason to be aware of the use of any substances on the premises or the contamination of the premises in any way by anyone with any substance in violation of any environmental law, including but not limited to any local, state and federal environmental law.

8. TITLE INSURANCE.

SELLER agrees to provide to BUYER at SELLER's cost a standard form owner's title insurance policy in the amount of FIVE HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$542,500.00) insuring title to the Property in BUYER, free and clear of any lien or encumbrance, excepting any lien or encumbrance to which this Contract of Sale is expressly made subject, and excepting any lien or encumbrance that may have attached by reason of any act, deed or omission of said BUYER, and excepting the usual printed exceptions contained in such policies of title insurance, and taxes and assessments for the current year, easements and rights of way of public record and the rights of BUYER under the terms of this Contract of Sale.

9. ENFORCEMENT.

Should either party default in the performance of any of the covenants or agreements contained herein, such defaulting party shall pay to the other party all costs and expenses, including, but not limited to, a reasonable attorney's fee, including such fees on appeal, which the offended party may incur in enforcing this Contract of Sale or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.

10. BINDING EFFECT.

This Contract of Sale shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, successors and assigns of the parties hereto.

11. SURVIVAL OF TERMS.

The terms and provisions of this Contract of Sale shall survive the closing and the execution and delivery of instruments of transfer and conveyance. The terms of this Contract of Sale shall not be merged out by the execution and delivery of the instruments of transfer and conveyance.

12. WAIVER.

A waiver of any default or breach of any term of this Contract of Sale shall not be deemed to be a waiver of any simultaneous or subsequent breach of the same or any other term of this Contract of Sale. All waivers must be in writing and must be signed by SELLER. No failure or delay of SELLER to exercise any right or remedy hereunder shall operate as a waiver.

13. ATTORNEYS.

Dale P. Thomson, Esq., and the law firm of Thomson Law Offices, Chtd., drafter of this Contract of Sale, has acted as attorney for SELLER and as such has in no way advised BUYER in regard to this agreement or any other matters. The SELLER and BUYER have agreed that the legal fees charged by SELLER's attorney shall be divided equally between SELLER and BUYER. Each party shall be responsible for paying the fee of their respective attorneys.

14. ASSIGNMENT OF LEASE/CCC PAYMENTS.

SELLER has entered into a Farm Lease with Blaine Larsen Farms, Inc., dated September 16, 1998 (the "Larson Farm Lease"). SELLER does hereby assign, all rights, title and interest they may have to said lease and the respective lease payments, so long as the BUYER is not in default of the Promissory Note. SELLER does hereby assign to BUYER, all CCC payments for the year 1999 and thereafter, so long as the BUYER is not in default.

15. INTEGRATION OF AGREEMENT

SELLER and BUYER acknowledge that the terms of this Contract of Sale may vary from the terms contained in any earnest money agreement or any other preliminary agreements made prior to the execution of this Contract of Sale and may vary from any negotiations between the parties prior to the execution of this Contract of Sale. SELLER and BUYER agree that the terms, covenants and conditions of this Contract of Sale shall supersede all such prior negotiations and agreements, that there are no other verbal promises, implied promises, agreements, stipulations, representations or warranties of any kind or nature, excepting those set forth in this Contract of Sale, and that this Contract of Sale shall be and is the final expression of the agreement of the parties and shall control. No modification of this Contract of Sale shall be valid unless in writing and executed by the parties to this agreement.

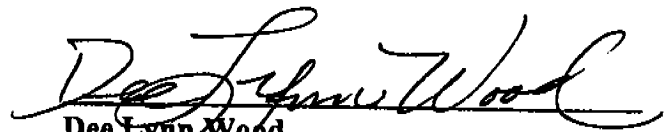
**16. PAYMENT OF EXISTING MORTGAGE INDEBTEDNESS AND
CONVENANTS RELATING THERETO.**

SELLER agrees to timely pay any mortgage indebtedness against the premises and agrees that all such mortgage indebtednesses shall be paid in full before the date of the last payment due under the within contract. SELLER agrees that all payments made under the within contract after the down payments, shall be applied in full toward reduction of all mortgage indebtednesses against the premises. BUYER hereof may, for the protection of BUYER's interest, make such payments to become owing under this contract in the joint names of SELLER and the holder of any mortgage indebtedness against the premises and such payments shall be deemed to have been made upon the within contract. SELLER hereby represents and warrants that the only mortgage indebtedness against the premises is the mortgage in favor of Northwest Farm Credit Services referred to in paragraph 1 and that there is a remaining balance of principal on such mortgage indebtedness at the present time of \$560,180.58. SELLER agrees to clear the premises hereby sold against any such mortgage indebtednesses before the date that the last payment under the within contract and attached promissory note becomes due.

SELLER hereby agrees to indemnify and hold BUYER harmless against any damages that BUYER may sustain as a result of SELLER's failure to timely pay in full the mortgage indebtedness referred to herein and to timely clear title to the property herein sold against any encumbrance of such mortgage indebtedness.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed, all as of the day and year first above written.

SELLER:

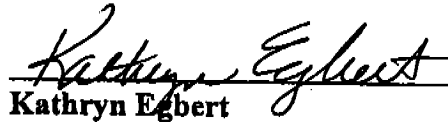

Dee Lynn Wood


Janet Wood

BUYER:



Kirk Egbert



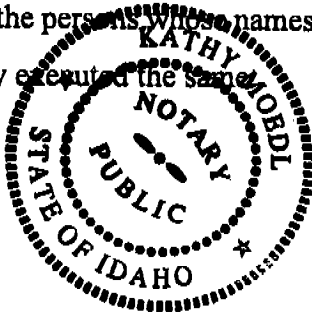
Kathryn Egbert

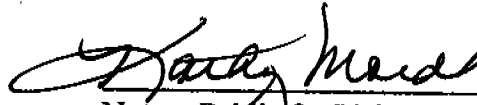
STATE OF IDAHO)

County of Jefferson)

):SS

On this 17th day of May, in the year of 1999, before me, a Notary Public in and for said State, personally appeared **DEE LYNN WOOD** and **JANET WOOD**, 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 In: Rexburg

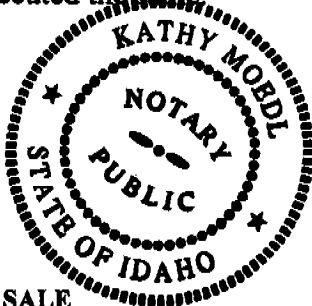
My Commission Expires: 7-16-99

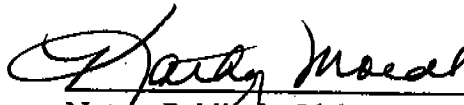
STATE OF IDAHO)

County of Jefferson)

):SS

On this 17th day of May, in the year of 1999, before me, a Notary Public in and for said State, personally appeared **KIRK EGBERT** and **KATHRYN EGBERT**, 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 In: Rexburg

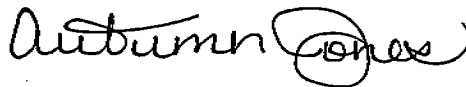
My Commission Expires: 7-16-99

CONTRACT OF SALE

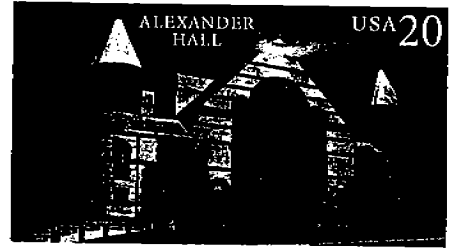
4781\CONTRACT.MS

Your water right numbers 31-02371, 31-02327A, 31-04123, 31-07204, 31-07267A, 31-10964A and 31-10583 have been modified to reflect the address on the front of this card.

Respectfully submitted,

A handwritten signature in cursive script that reads "Autumn Jones". The signature is written in dark ink and is positioned above the typed name.

Autumn Jones
Records Clerk
Adjudication Bureau
Idaho Dept. of Water Resources



PRINCETON UNIVERSITY • 250TH ANNIVERSARY

LYNN WOOD
1014 E 1500 N
TERRETON ID 83450

©1996 USPS  recycled

Notice to Mailer of Correction in Address

Addressee's Account Number (All numbers, dates, and letters)

☐ No account

☐ Account number

Addressee's Name

Lynn Wood North Wind

Old Address (Include apartment or suite number)

City, State, and ZIP Code

1014 E. 1500 N.

Montevideo, ID 83435

New Address (Include apartment or suite number)

City, State, and ZIP Code

1014 E. 1500 N.

Terrington ID 83450

This card is furnished: ☒ For address correction, as requested (your mailpiece was forwarded) ☐ In place of Form 3579 (see reason for nondelivery below).

The address portion of your mailpiece was not readily detachable. Reason for nondelivery:

☐ Moved, left no address

☐ No such street

☐ No such number

☐ Refused

☐ Attempted, not known

☐ Unclaimed

PS Form 3547, June 1995



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

FEBRUARY 16, 1996

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

LYNN WOOD
1014 E 1500 W
MONTEVIEW ID 83435

RE: CHANGE IN OWNERSHIP FOR A31-10964A, -04123, & -07267A

Dear Mr. Wood:

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 this Notice for your records.

Respectfully submitted,

Jo Thompson
Adjudication Secretary

Enclosure: Notices of Claim

NOT 13 1996



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

DATE OF CLOSING: _____

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

- ☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- ☐ Water Right Number(s)
Assigned by IDWR: A31-10964A, A31-04123, A31-07267A
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): DEE E MITCHELL JACOBS
- ☐ New Owner/Claimant (Purchaser): DEE LYNN WOOD
1014 E 1500 W
- ☐ New Mailing Address: MONTVIEW ID 83435
- ☐ New Telephone Number: (208) 663-4148
- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes ☒ no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

- ☐ Attach proof of ownership, describe proof attached: SALES CONTRACT.
(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

☒ Signature of New Owner/Claimant(s) [Signature] Date 2-15-96
Date _____

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

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

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: _____ By: _____

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any:

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

INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Section 42-1409(7), Idaho Code. This statute provides that new property owners notify the Department of Water Resources (IDWR) of any change in ownership of a water right during an adjudication of water rights, and if a claim for the water right has not been filed to file the needed claim(s).

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 office of IDWR or you may call 1-800-451-4129 (toll-free).

The first line of the form asks for the date of closing so IDWR will have a record of the effective date of the property transfer.

The second line of information requires the legal description of the property being transferred. This information is **ESSENTIAL** and should be available from the documents that will be present at the time of closing. The first two lines of the legal description **MUST** be completed. IDWR's records are based upon legal descriptions using township, range, section and fractions of a section descriptions, and this information must be included on the form. If you also have available a legal description based upon a townsite or subdivision and lot and block number, please also include this additional information. A lot and block legal description is **NOT** a substitute for the township, range, section and fraction of a section description.

After completing the legal description, if all water is supplied by a public service water supply you may check the first box; complete the name, address and telephone information for yourself, the new owner; sign the form in the space provided and return the form to the IDWR office nearest you.

If there are water rights associated with the property, the seller should be able to provide you with the water right number(s). The water right number(s) for the property are to be put in the space provided at the second box on the form. If you or the seller believe there are water rights for the property but the numbers are unknown, then you may wish to call or come into an office of IDWR for assistance in identifying the water rights for the property involved. If claims for the property have not been filed you will be so advised by IDWR.

After the water right number(s) for the property has been entered on the form, complete the name and address information for **BOTH** the former owner/seller and for yourself, the new owner, in the spaces provided. Please also include your telephone number. If the property you have purchased is only part of the property owned by the former owner/seller, you may be purchasing only part of the total water right held by the seller. This means the water right held by the seller must be split so you get your proportionate share of the water right. Be sure to include a description of the portion of the water right you have purchased. The seller should be able to help you describe the portion of the water right for the property you have purchased.

If the former owner/seller will sign the form and the seller is shown as the claimant of the water right in IDWR's records, then you do not need to attach proof of ownership of the land or the water right. The seller should know if the original claim was filed by him, or if the seller has filed a change in ownership so the seller is shown as the claimant of the water right in IDWR's records. If the seller is not going to sign the form then you must attach some proof of ownership of the property described at the top of the form or proof of ownership referencing the specific water right(s) for the property.

The new owner must sign the form in the space provided. If the former owner/seller is available to sign the form please do so in the space provided.

When complete, the new owner and the former owner/seller should each retain one of the copies and return the original of the form to IDWR. You may return the form to the IDWR office nearest you or to: Idaho Department of Water Resources, Statehouse Mail, Boise, ID 83720-9000, Attention: Adjudication Bureau.



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

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

MARCH 8, 1995

STEVE WEEKS
BOX 25
SWAN VALLEY ID 83449

RE: CHANGE IN OWNERSHIP FOR A31-10964, A31-07267 (SPLITS)
AND A31-04122

Dear Mr. Weeks:

The request for Change in Ownership for a portion of the above referenced Notice(s) of Claim has been processed with new Notice(s) being generated to reflect you as one of the claimants.

Since the Change in Ownership involved just a portion of the Notice(s) of Claim for the others, the rights were split as follows:

A31-07267A, Oldham, 2.89 cfs; 285 acres
A31-07267B, Weeks, 3.02 cfs; 297 acres

A31-10964A, Oldham, 2.74 cfs; 230 acres
A31-10964B, Weeks, 2.86 cfs; 240 acres

A31-04122, entire right to Steve Weeks

Enclosed for your records is a typed Notice(s) reflecting your portion of the right. Review the Notice(s) and if there are other corrections or questions, feel free to contact this office.

Respectfully submitted,

Jo Thompson
Adjudications Secretary

Enclosure:

cc: Reed Oldham/copy claim/letter



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

DATE OF CLOSING: _____

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

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

☐ Water Right Number(s) A31-10964, A31-07267
Assigned by IDWR: _____

☐ Name and Address of Former Owner/Claimant(s)(Seller): Reed Oldham

☐ New Owner/Claimant (Purchaser): STEVE WEEKS

☐ New Mailing Address: Box 25
SWAN VALLEY Idaho
83449

☐ New Telephone Number: (208) 483-3361

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

320 ACRES south two pivots

☐ Attach proof of ownership, describe proof attached: _____

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

☐ Signature of New Owner/Claimant(s) Steve Weeks Date 3-6-95

Date

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

Date

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

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: _____ By: _____

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any:

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

INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Section 42-1409(7), Idaho Code. This statute provides that new property owners notify the Department of Water Resources (IDWR) of any change in ownership of a water right during an adjudication of water rights, and if a claim for the water right has not been filed to file the needed claim(s).

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After completing the legal description, if all water is supplied by a public service water supply you may check the first box; complete the name, address and telephone information for yourself, the new owner; sign the form in the space provided and return the form to the IDWR office nearest you.

If there are water rights associated with the property, the seller should be able to provide you with the water right number(s). The water right number(s) for the property are to be put in the space provided at the second box on the form. If you or the seller believe there are water rights for the property but the numbers are unknown, then you may wish to call or come into an office of IDWR for assistance in identifying the water rights for the property involved. If claims for the property have not been filed you will be so advised by IDWR.

After the water right number(s) for the property has been entered on the form, complete the name and address information for **BOTH** the former owner/seller and for yourself, the new owner, in the spaces provided. Please also include your telephone number. If the property you have purchased is only part of the property owned by the former owner/seller, you may be purchasing only part of the total water right held by the seller. This means the water right held by the seller must be split so you get your proportionate share of the water right. Be sure to include a description of the portion of the water right you have purchased. The seller should be able to help you describe the portion of the water right for the property you have purchased.

If the former owner/seller will sign the form and the seller is shown as the claimant of the water right in IDWR's records, then you do not need to attach proof of ownership of the land or the water right. The seller should know if the original claim was filed by him, or if the seller has filed a change in ownership so the seller is shown as the claimant of the water right in IDWR's records. If the seller is not going to sign the form then you must attach some proof of ownership of the property described at the top of the form or proof of ownership referencing the specific water right(s) for the property.

The new owner must sign the form in the space provided. If the former owner/seller is available to sign the form please do so in the space provided.

When complete, the new owner and the former owner/seller should each retain one of the copies and return the original of the form to IDWR. You may return the form to the IDWR office nearest you or to: Idaho Department of Water Resources, Statehouse Mail, Boise, ID 83720-9000, Attention: Adjudication Bureau.

36/31

31

#2503
(9536)
LT 3

LT 2
HEL
②
12.6

A

32

38

46

HEL
③
6.3

HEL
④
129.0

⑥
151.5

HEL
①

LT 1

LT 4

38

30

32

40

HEL
⑤
121.7

NHEL
①

B

NHEL
②
13.0

32

NHEL
⑤
6.7

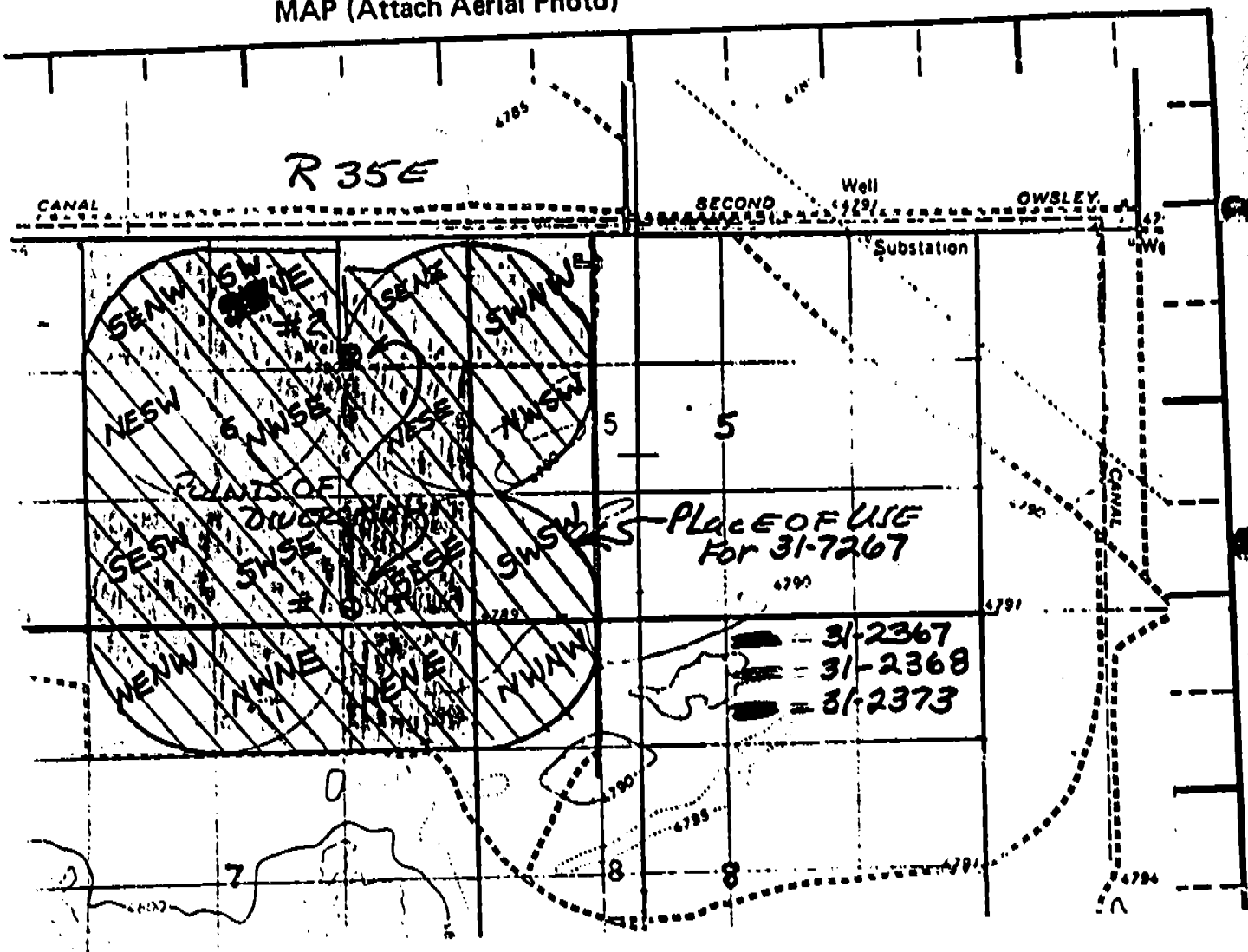
NHEL
④
6.2

HEL
③
129.0

#207
(446)

NHEL
①
30.4

MAP (Attach Aerial Photo)



Overlap Review - Permit 31-7267
Per VAX

p/d → 31-2373 - 0.81 cfs
31-2367 - 1.4 cfs } 5.6 cfs licensed
31-2368 - 3.39 cfs } from same p/d
in Gov. Lot 1

p/u → 31-0164 } Recommend R29
31-0165 }
31-2367
31-2368
31-2373
31-4122 - R29

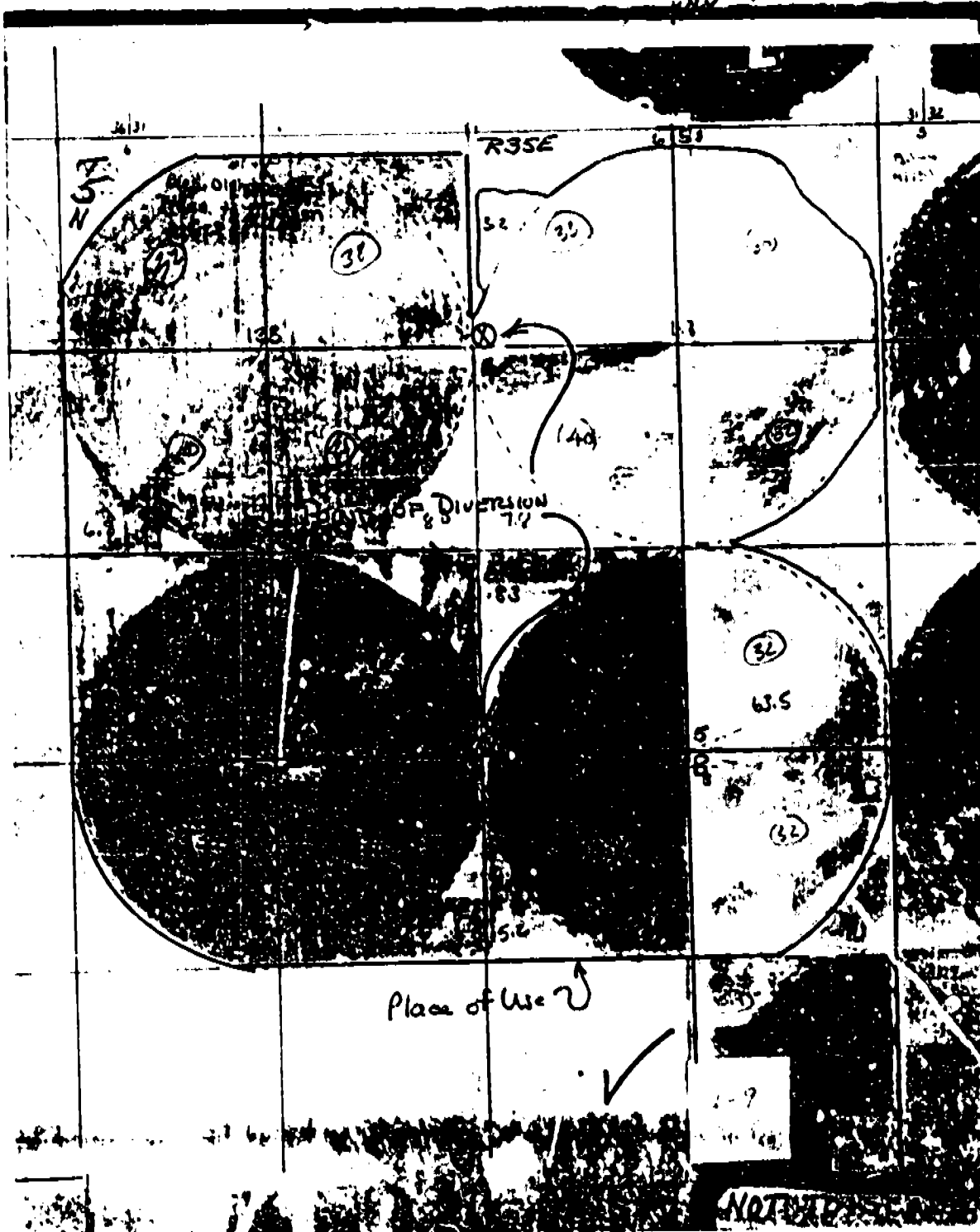
Capacity of both wells = 10.70
Capacity of old well = 4.79
ALLOW = 5.91 cfs
new water
produced.

$V = 582 \text{ ac.} \times 3.0 \text{ AFA} = 1746 \text{ AFA} - \text{for all lands}$
 $V = 10.7 \times 19835 \times 214 = 4542.0 \text{ AFA}$

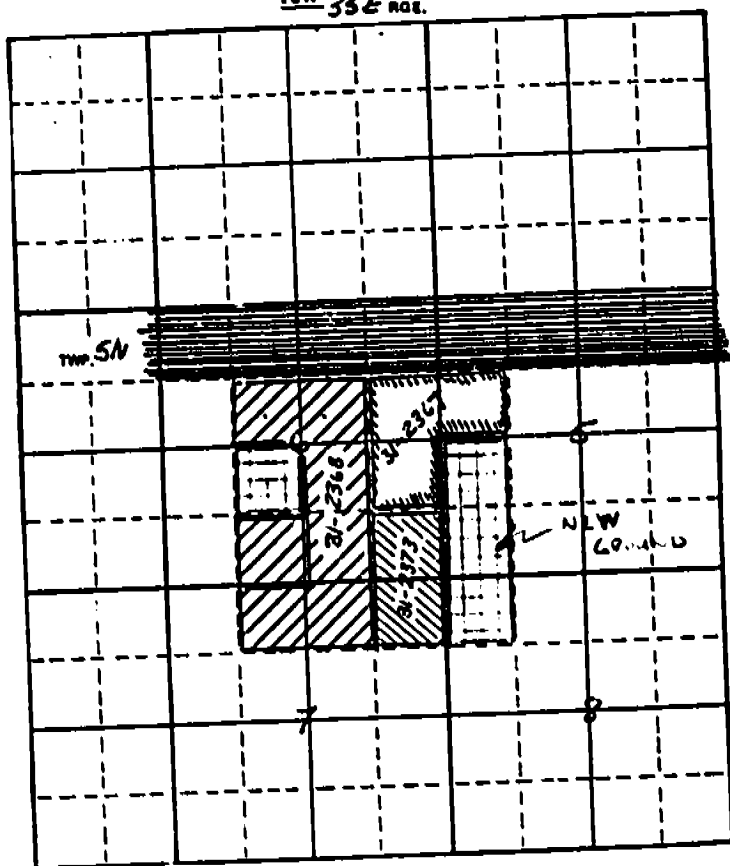
ALLOW volume of 1746.0 AFA
when all rights are combined.

kw
7/31/86

31-7267



MAP 35E nos.



RECOMMENDED AMENTMENTS:

☐ Change P/D

☐ Change P/U

☐ ADD P/D

☐ ADD P/U

☐ NONE

☐ Other

WATER RIGHT LICENSE

License of Water Right No. _____
THIS IS TO CERTIFY, that Connecticut Mutual Life Insurance Company
of Hartford, Connecticut, has complied with the terms and conditions of Permit
No. 31-7267 issued pursuant to Application for Permit dated August 26, 1977
and has submitted proof to the Department of Water Resources on December 13, 1982
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 10.70 cfs of water from a groundwater source
tributary to _____, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
Irrigation	from April 1 to November 1	at 5.91 cfs and	1745.0 acre feet
	from _____ to _____	at _____ cfs and	
	from _____ to _____	at _____ cfs and	

(check dates inclusive)

Subject, however, to the condition that no more than 5.91 cfs of water be diverted at any one time, and that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose aforementioned and is limited to the amount which can actually be beneficially used, and shall not exceed *1745.0 acre feet per year, said waters to be diverted within the 60V, LOT 2 (SEANEI), SEISEI, Section 6, Twp 6N, Rge 35E in the County of Jefferson

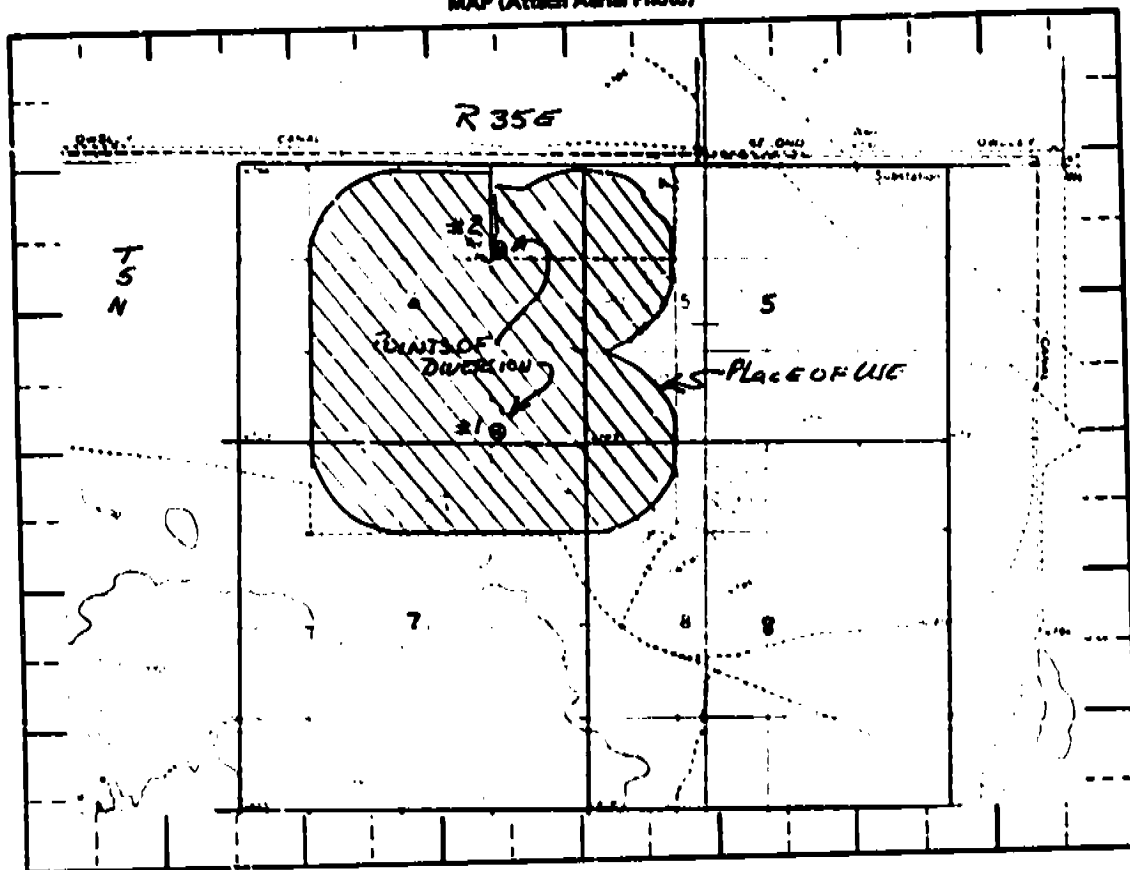
Description and location of place of use:

[illegible]

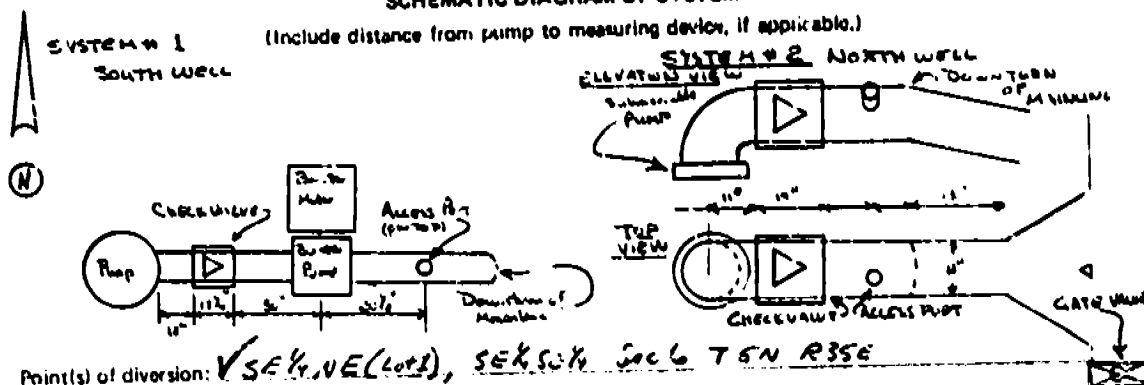
Total number of acres irrigated 582

*See reverse side

MAP (Attach Aerial Photo)



SCHEMATIC DIAGRAM OF SYSTEM



TWP.	RGE.	SEC.	NE 1/4				NW 1/4				SE 1/4				SW 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	
5N	35E	5			38	33			30	32	40				40	40	40	40	911 ✓
		6													40	40	40	40	373 ✓
		7	40	40			33		32										113 ✓
		8						32											32 ✓

Recommended Amendments:

- ☐ Change P.D. as reflected above
- ☐ Change P.U. as reflected above

- ☐ Add P.D. as reflected above
- ☐ Add P.U. as reflected above

☒ None

☐ Other

Examiner's Signature

Checked by

Approved by

Date 1 March 1984

Date 3-14-84

Date 7/31/86

State of Idaho
DEPARTMENT OF WATER RESOURCES
FIELD REPORT

RECEIVED

MAR 19 1984

31-7267
Permit No.

Department of Water Resources

CONTACT WITH PERMIT HOLDER

DATE INITIALS

REMARKS

☐ Appointment letter mailed:

☐ Telephone call made:
(List Telephone No. used)

☐ Appointment scheduled for:
(Date, time, location)

EXAMINATION

Date 9 Aug 1983

Accompanied by Reed Oldham

Total Q measured 10.70 cfs

If source is surface water, estimate total flow of source

Methods of measurement Observation (Meter # 91173)

Meets Permit requirements? YES

Measurement calculations: System #1 42" H₀ correction V = 1.0324(42) = 43.37 ft Q₁ = $\frac{7.75(1000)}{448.8} \sqrt{43.37} = 5.67 \text{ cfs}$ Q_T = Q₁ + Q₂ = 10.70 cfs CAPACITY LIMITED BY PERMIT 70 cfs	System #2 16" H₀ correction V = 4.055(16) = 16.56 ft Q₂ = $\frac{3.5(12)}{448.8} \sqrt{16.56} = 5.03 \text{ cfs}$ V = 7.75(1000) = 7750 + 2971.3 cfs K = 2.6 (5724) = 1746 cfs
---	--

WELL/DIVERSION NO.	HP	MOTOR MAKE	MOTOR SERIAL NO.	PUMP MAKE	PUMP SERIAL NO.	WIRING SERVICE TYPE	CONDITION OF MEAS. DEV.	REMARKS
#1 S.W.	250	GE	AJ311021	Perkins	210953	Annular 100'	Good	W 191147
#1 B.W.	100	Westinghouse	680410269	Re. W.	F10-10	Annular 100'		S/N 91108
#2 S.W.	350	Re. W.	349267			Annular 120'		

System Description System #1 well, pump with bucker, mainline to laterals and center pivots.
System #2 well, submersible pump and motor, mainline to laterals and center pivots

*Code with map on reverse side. Disregard code if only one.

RECOMMENDED AMOUNTS

USE

IRRIGATION

Irrigation requirement = 3.0

Q (cfs)

700 cfs
5.91 cfs

V (cfs)

*1746 cfs

FROM

9/1

TO

11/1

Total

571 cfs

*1746 cfs

4/1

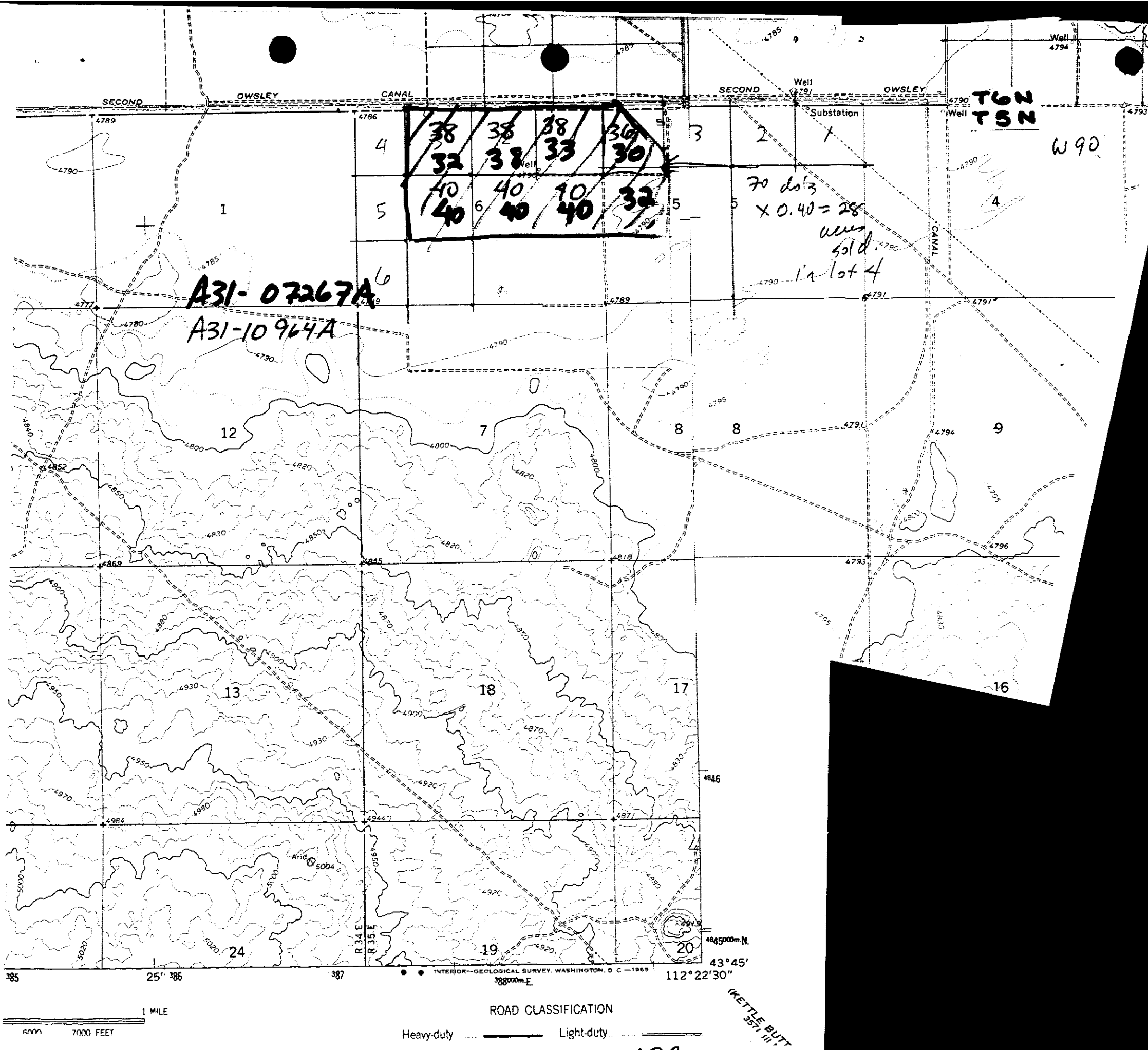
11/1

Remarks

R16 (3.0)

OVERLAPPING RIGHTS - see copies attached to
31-7373/31-2368/31-2367 overlap review.

*The maximum combined volume of water under this Rt. & Rt. Nos. 31-2367, 31-2368 & 31-2373 shall not exceed 1746.0 Acre feet per annum.



W89

1 9

36 31

31 32

33
A512

A326
A775

5
8

A332
A513

T445

A33
A514

T443

Sheep
Horns to Fremont