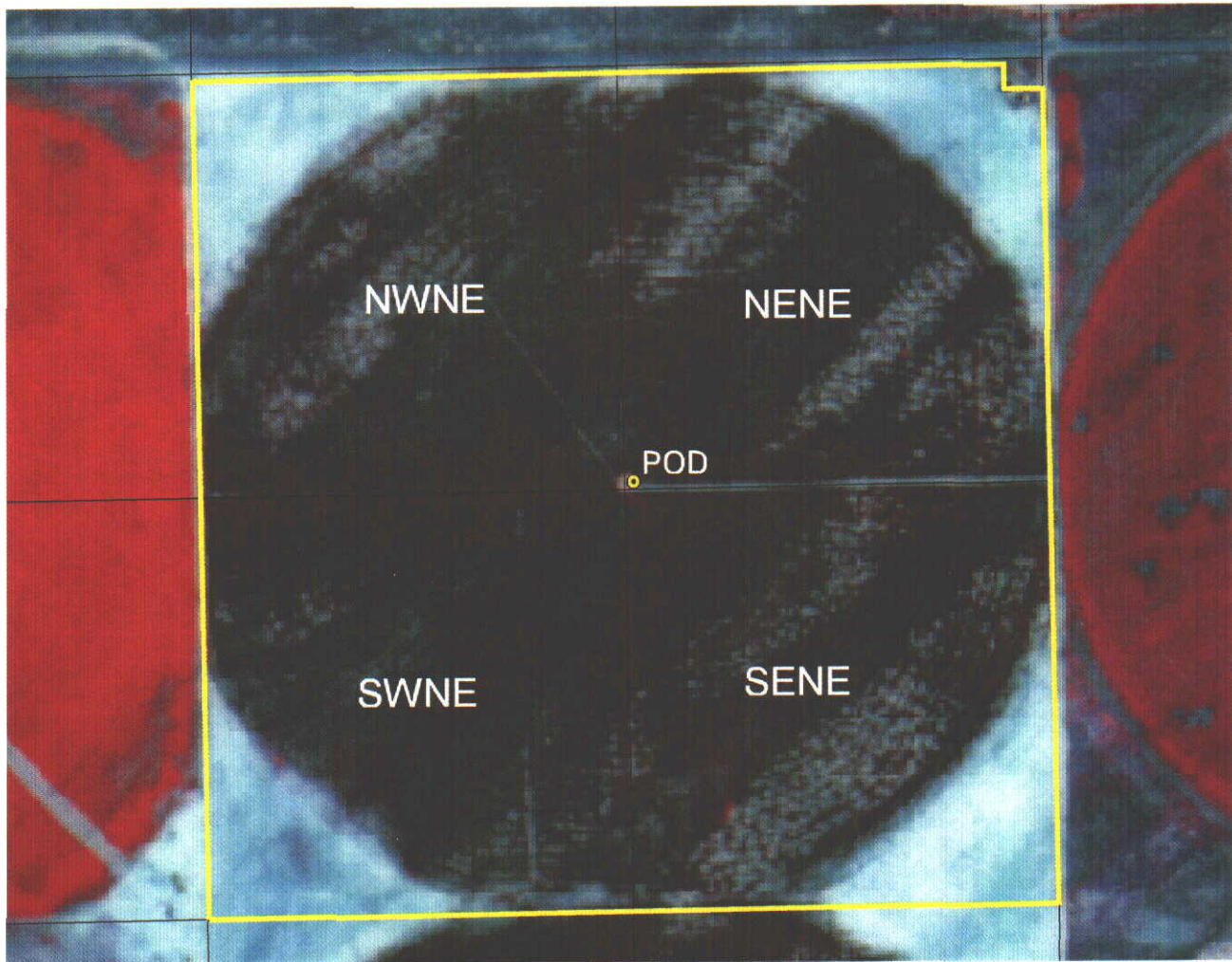


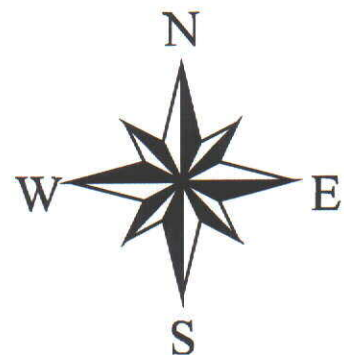
31-07561



660 0 660 1320 Feet

T06N R33E S24

Map prepared by: Carter Fritschle
Date prepared: 05-13-99
1987-1988 NAPP photography



12/07/2000

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

RIGHT NUMBER: 31-7561

NAME AND ADDRESS: JANA ASHCRAFT
SIDNEY ASHCRAFT
2104 E 1800 N
HAMER, ID 83425

SOURCE: GROUND WATER

QUANTITY: 2.26 CFS
553 AFY

PRIORITY DATE: 01/30/1981

POINT OF DIVERSION: T06N R33E S24 SWNE Within JEFFERSON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	4-01 11-01	2.26 CFS 553.00 AFY

PLACE OF USE:

IRRIGATION Within JEFFERSON
County

T06N R33E S24	NENE	39	T06N R33E S24	NWNE	39
T06N R33E S24	SWNE	40	T06N R33E S24	SENE	40

158 ACRES TOTAL

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

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO
CODE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

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

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

CIVIL CASE NUMBER: 39576

Ident. Number 31-7561
Date Received: 11/23/88
Receipt No: E004391
Received By:

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

1. Name of Claimant(s)

GARY SKIDMORE Phone: (208) 663-4663

PO BOX 13
TERRETON ID USA 83450

2. Date of Priority: 01/30/1981

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot			County	Type
06N	33E	24	SW	NE	NE	JEFFERSON	

5. Description of diverting works:

WELL 420', 12" CASING TO 290', MAINLINE TO CENTER PIVOT

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/15	11/15	3.2	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06N	33E	24	NE	NE		IRRIGATION	40
			NW	NE		IRRIGATION	40
			SW	NE		IRRIGATION	40
			SE	NE		IRRIGATION	40
						Section Acres	160
						Total Acres	160

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:

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

Renumbered: A31-07561

Ident. Number: ~~A34-07294~~ *1/26/93*

Date Received: 11/23/1988 *se*

Receipt No: E004391

Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: SIDNEY ASHCRAFT 208-662-6465
Address: 2104 E 1800 N
HAMER, ID 83425
OR
Name: JANA ASHCRAFT
Address: HAMER, ID 83425
2. Date of Priority: JAN 30, 1981
3. Source: GROUNDWATER Trib. to:
4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
06N	33E	24	SW	NE	NE		JEFFERSON
5. Description of diverting works:
WELL 420', 12" CASING TO 290', MAINLINE TO CENTER PIVOT
6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	3.200		
7. Total Quantity Appropriated is:
3.200 C.F.S. (and/or) A.F.A.
8. Total consumptive use is 400.0 Acre Feet Per Annum.
9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
06N	33E	24	NE		NE		IRR	40.0
			NW		NE		IRR	40.0
			SW		NE		IRR	40.0
			SE		NE		IRR	40.0
							Section Acres	160.0
							Total Acres	160.0

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:
NONE

14. Remarks:

15. Basis of Claim: LICENSE
Water Right Number: 347294

MICROFILMED
NOV 14 1996

~~MICROFILMED~~
~~NOV 25 1992~~

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): _____ Date: _____

_____ Date: _____

State of Idaho)
County of _____) SS.

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

Notary Public

Seal

Residing at _____

My Commission Expires _____

MICROFILMED
NOV 14 1988

~~MICROFILMED~~
NOV 25 1992

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

Renumbered - A31-07561
CIVIL CASE NUMBER: 39576
Ident. Number A31-07294
Date Received 11-23-88
Receipt Number E004391
281

A3107561

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) Sidney or Jana Ashcraft Phone (208) 662-5465
Mailing Address 2104 E 1800 N Hamer Id Zip 83425

2. Date of Priority (Only one (1) per claim) 1-30-81

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

4. a. Location of existing point of diversion is: Township 6N Range 33E Section 24,
SW 1/4 of NE 1/4 of NE 1/4, Govt. Lot, _____ B.M., County of Jefferson

Additional points of diversion if any: _____

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____

_____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. Well 420' 12" casing to 290'
remainder 12" open hole 125 HP pump and mainline to center pivot
also buried mainline going to North and South ends of field to
facilitate handlines on 4 corners of center pivot.

MICROFILMED MICROFILMED

NOV 14 1996

NOV 25 1992

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For Irrigation purposes from Mar 15 to Nov 15 amount 3.2 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 3.2 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is 400 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) _____

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
6N	33E	24	40	40	40	40													160

Total number of acres irrigated 160

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

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

If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.

or None ☒

14. Remarks:

MICROFILMED

NOV 14 1996

MICROFILMED

NOV 25 1992

Last Name _____ Ident No. _____

Copies: White -State, Yellow-Claimant

Scale: 2 inches equals 1 mile

NOV 14 1996

~~MICROFILMED~~
NOV 25 1992

Last Name	Ident No.
-----------	-----------

Copies: White-State, Yellow-Claimant

15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License _____ Permit ☒

Decree _____

If applicable provide IDWR Water Right Number 34-7294

Court _____ Case Number _____ Decree Date _____

Plaintiff vs Defendant _____

16. Signature (s)

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

Number of attachments _____

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Sidney Ashcraft Date 11-23-88

Date _____

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

of _____, Title _____ that I have signed the foregoing

document in the space below as _____ of _____

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

Signature of Authorized Agent _____

Title and Organization _____ Date _____

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

Subscribed and sworn (or affirmed) before me this 23 day of November 19 88

SEAL

Notary Public [Signature]

Residing at Idaho Falls, ID

My Commission Expires 22 Aug 1994

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, _____ will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

MICROFILMED

NOV 14 1990

MICROFILMED

NOV 25 1992

Last Name _____ Ident. Number _____

Copies White-State, Yellow-Claimant

SOURCE

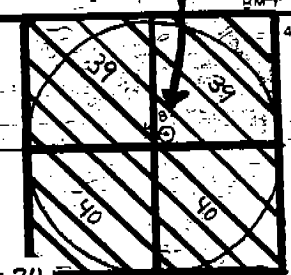
31-07561
34-7294

POOR ORIGINAL

Point of
Diversion

Place of
Use

T 6 N
R 33 E



N A L

34-7294

Greenwood
Mort

NOV 14 1996

MICROFILMED
NOV 25 1992

24-78
(437)

34-7294
31-07561

T
6
N
R33E

HEL
0
154.9

436
(436)
6.6

39ac.

39ac.

Point of Diversion

40ac.

40ac.

HEL
⑦
6.4

Place of Use

HEL
⑥
6.8

~~NOV 25 1992~~
MICROFILMED
⑫
154.9

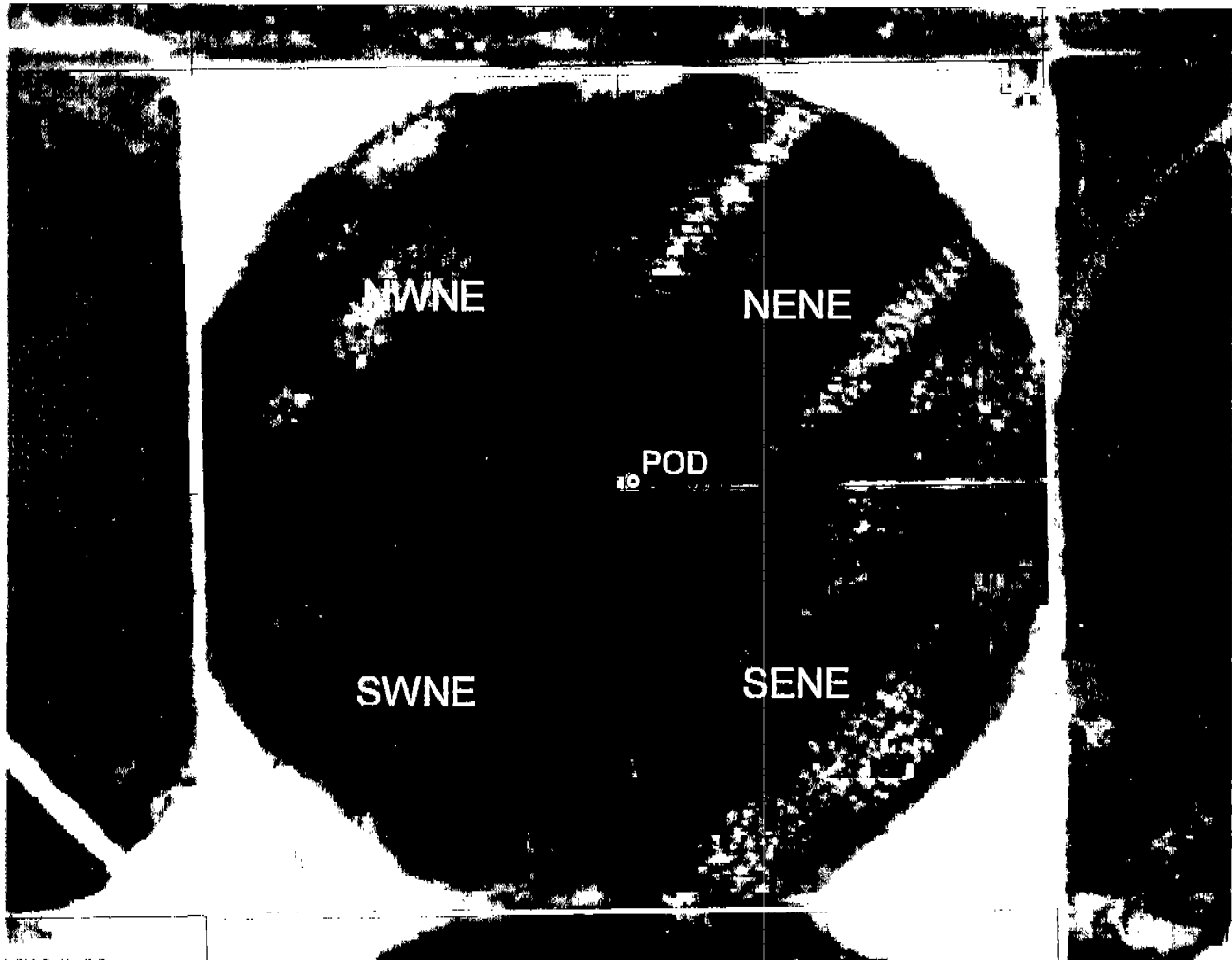
HEL
⑧
6.2

HEL
⑩
7.5

24

NOV 24 1995

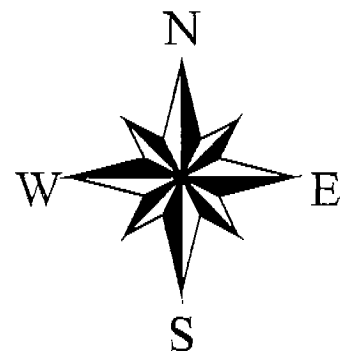
31-07561



660 0 660 1320 Feet

T06N R33E S24

Map prepared by: Carter Fritschle
Date prepared: 05-13-99
1987-1988 NAPP photography



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

00:00:24
03/23/93

PAGE: 1
GENERAL INFORMATION

2483
CLAIM NUMBER: A31-3756

LAST: ASHCRAFT
ADDRESS: 2104 E 1800 N
CITY: HAMER
PHONE NUMBER: 208-662-6465

FIRST: SIDNEY

STATE: ID ZIP: 83425

OWNER CODE: C

LAST: ASHCRAFT
ADDRESS:
CITY: HAMER
PHONE NUMBER: 208-000-0000

FIRST: JANA

STATE: ID ZIP: 83425

OWNER CODE: C

FIELD EXAM REQUIRED?

VERIFICATION REQUIRED DUE TO REMARKS?

NO REMARKS IN CLAIM

DATABASE
N

FIELD
EXAMINER

PAGE: 2

2481

CONTACT PERSON:

DATE OF FIELD EXAM: _____

APPOINTMENT MADE: Y() N()

PHONE NUMBER: () -

TIME: _____ : _____ A(____) P(____)

ACCOMPANIED BY:

PHONE NUMBER: () -

RELATIONSHIP TO CLAIMANT:

DIRECTIONS TO PROPERTY / NOTES:

PAGE: 3
PRIORITY DATE REVIEW PAGE

2482
CLAIM NUMBER: A31-0756

A. AJ CLAIM: # A31-07561 PRIORITY DATE: 01-30-1981 ✓ STAGE: L ✓
B. WR RECORD: # 31-07561 PRIORITY DATE: 01-30-1981 ✓ STAGE: L ✓

C. FIELD EXAM REQUIRED?

DUE TO PRIORITY DATE DISCREPANCY? (Y/N)

DATABASE
N

FIELD
EXAMINER
E

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

NOTES: Claimed as Succeeded

RECOMMENDED PRIORITY DATE:
01-30-1981

REVIEWED BY ER

DATE 4-25-84

A. AJ CLAIM POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
A31-07561	06N	33E	24	SW	NE	NE		JEFFERSON

OTHER AJ CLAIMS WITH SAME AJ POD
A PREFIX
NONE

R PREFIX
31-07562

WR RECORDS IN SAME 40 ACRE TRACT

31-07562

SOURCE: GROUNDWATER

TRIB:

B. WR POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
31-07561	06N	33E	24		NE	NE		JEFFERSON

OTHER WR RECORDS WITH SAME WR POD

31-07562

AJ CLAIMS IN SAME 40 ACRE TRACT
A PREFIX
NONE

R PREFIX
NONE

SOURCE: GROUNDWATER

TRIB:

C. FIELD EXAM REQUIRED?

DUE TO POD DISCREPANCY? (Y/N)
DUE TO SOURCE DISCREPANCY? (Y/N)

DATABASE
Y
N

FIELD
EXAMINER

NOTES:

Claimed as licensed, 10 Acre Tract shown on Beneficial Use
File Report ASCS MAP AND TOPO MAP.

RECOMMENDED POINT(S) OF DIVERSION AND SOURCE:

TWP.	RSE.	SEC.	1/4	1/4	1/4	LOT	COUNTY	DIVERSION NAME
6N	33E	24	SW	NE	NE		Jefferson	
---	---	---	---	---	---	---	---	---
---	---	---	---	---	---	---	---	---
---	---	---	---	---	---	---	---	---
---	---	---	---	---	---	---	---	---
---	---	---	---	---	---	---	---	---

SOURCE: GROUNDWATER

TRIB:

REVIEWED BY:

EA

DATE:

4-26-94

SYSTEM DESCRIPTION:

Well and Pump to Mainline E PIVOT. Two additional Mainline
go to Handlines for The North and South arms

A. ROOT WATER RIGHT NUMBERS: R31-07561
A31-07561

B. POU LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.
06N	33E	24	NE	NE		ASHCRAFT, SIDNEY	A31-07561 740.0	31-07561 739.0	36.0	
			NE	NE		ASHCRAFT, SIDNEY	R31-07561 739.0	- /		
06N	33E	24	NW	NE		ASHCRAFT, SIDNEY	A31-07561 740.0	31-07561 739.0	36.0	
			NW	NE		ASHCRAFT, SIDNEY	R31-07561 739.0	- /		
06N	33E	24	SW	NE		ASHCRAFT, SIDNEY	A31-07561 740.0	31-07561 740.0	32.0	
			SW	NE		ASHCRAFT, SIDNEY	R31-07561 740.0	- /		
06N	33E	24	SE	NE		ASHCRAFT, SIDNEY	A31-07561 740.0	31-07561 740.0	37.0	
			SE	NE		ASHCRAFT, SIDNEY	R31-07561 740.0	- /		
TOTAL ACRES							A31-07561 160.00	31-07561 158.00	141.00	

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

C. FIELD EXAM REQUIRED?

DUE TO POU DISCREPANCY? (Y/N)

DATABASE

FIELD
EXAMINER

POU COUNTY: JEFFERSON

PRESUMPTION FLAG:

NOTES:

POU Location and Acreage Claimed as Secured.

RECOMMENDATIONS:

TOTAL ACRES: 158.0

REVIEWED BY: EN

DATE: 4-26-94

PAGE: 7
PURPOSES REVIEW SHEET

2485
CLAIM NUMBER: A31-0756

A. AS CLAIMED USES:

PURPOSES	MONTH/DAY	DIVERSION QUANTITY
A31-07561 IRRIGATION	FROM 03-15 TO 11-15	~~3.200 CFS~~ 2.26
TOTAL DIVERSION RATE/VOLUME CLAIMED		~~3.200 CFS~~ 2.26

B. WR RECORDED USES:

PURPOSES	MONTH/DAY	DIVERSION QUANTITY
31-07561 IRRIGATION	FROM 04-01 TO 11-01	2.260 CFS 474.00 AF/A
TOTAL DIVERSION RATE/VOLUME CLAIMED		2.260 CFS 474.00 AF/A

PRESUMPTION FLAG:

C. FIELD EXAM REQUIRED?

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

DATABASE	FIELD EXAMINER
N	<u>g</u>
Y/N	<u>7</u>
Y/N	<u>7</u>

D. PERIOD OF USE:

RECOMMEND AS CLAIMED?

Y() N(☒)

RECOMMEND TO WR STANDARDS OR OTHER?

Y(☒) N() EXPLAIN IN NOTES, BELOW

NOTES:

As licensed 4-1 to 11-1

A. DOES DIVERSION RATE CLAIMED AGREE WITH EXISTING RECORDS?

Y() N(✓)

AJ TOTAL CLAIMED DIVERSION RATE:

3.200

CFS

NR ROOT RIGHT TOTAL DIVERSION RATE:

2.260

CFS

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

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

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

FLOW MEASUREMENT REQUIRED?

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

FIELD
DATABASE EXAMINER

N

B.

FLOW MEASUREMENT

MEASUREMENT METHOD N/A, SEE ATTACHED CALCULATIONS.

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

OTHER RIGHTS LISTED IN CLAIM: NONE

LIST ALL RIGHTS WITH A SAME POB AND IRRIGATION USAGE:

CLAIM NO.	SOURCE	NAME	DIV. RATE	DIV. RATE/ACRE	DIV. VOL.
A31-07551	GROUNDWATER	ASHCRAFT, SIDNEY	3.200	0.020	
A31-07551	GROUNDWATER	ASHCRAFT, SIDNEY	2.260	0.014	553.00

NO RIGHTS WITH SAME POB BUT NOT USED FOR IRRIGATION

D. RATE/VOLUME CALCULATIONS: (IRRIGATION)

1A. IRRIGATION RATE
ACRES 158 X 0.02 CFS/ACRE = 3.16 CFS
(TAKEN FROM P/U REVIEW)

1B. CALCULATIONS

$$3.16 > 2.26 = 1.014 \text{ CFS/AC}$$

DOES AMOUNT CLAIMED EXCEED 0.02 CFS/ACRE? Y() N()

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

2. IRRIGATION CONSUMPTIVE USE

CLAIMED CONSUMPTIVE USE = 400.0 AF/A

ACRES 158 X CONSUMPTIVE VOL. AF/A FOR AREA 25 =

TOTAL CONSUMPTIVE USE 398 AF/A

3. IRRIGATION DIVERSION VOLUME

CLAIMED DIVERSION VOLUME = AF/A

ACRES 158 X DIVERSION VOL. AF/A FOR AREA 3.5 =

TOTAL DIVERSION VOLUME 553 AF/A

4. CALCULATIONS FOR USES OTHER THAN IRRIGATION:

SEE ATTACHED SHEET? Y() N()

WR RECORD CONDITIONS/REMARKS:

- 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.
- R04 - USE OF WATER UNDER THIS WATER RIGHT WILL BE REGULATED BY THE
- WATERMASTER OF STATE WATER DISTRICT NO. 34.

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

RECOMMENDATIONS:

REC. PURPOSES	REC. PERIOD FROM TO	REC. DIV RATE CFS	REC. DIV VOL. AF/A	REC. CONS. USE
IRRIGATION	4-1 03-15 11-1 11-15	DATABASE EXAMINER 3.290 2126	DATABASE EXAMINER 553	DATABASE EXAMINER 400.5 3
TOTAL FOR THIS RIGHT		3.290 2126	553	400.5 3

REVIEWED BY:

911

DATE:

4-26-94

Remark F05 ⇒ 31-07562

CF 5-13-99

PAGE: 11
BASIS OF CLAIM REVIEW SHEET

2493
CLAIM NUMBER: A31-0756

A. CHECK ONLY THE FOLLOWING THAT APPLY:

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

B. SPLIT WATER RIGHT REVIEW

ROOT WATER RIGHT NUMBER: 31-07561

TOTAL DIVERSION RATE OF WR SPLITS	DATABASE 2.260	EXAMINER	CFS
-----------------------------------	-------------------	----------	-----

SPLITS:

OLD RIGHT NUMBERS	CURRENT CLAIM NUMBERS	DIVERSION RATE	CURRENT "R" CLAIM NUM.	"R" DIV. RATE	WR RIGHT NUMBERS	DIVERSION RATE
34-07294	R31-07561	2.260	R31-07561	2.260	-	
					31-07561	2.260
TOTAL CFS		2.260		2.260		2.260

DIVERSION RATE REVIEW

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

DATABASE N	FIELD EXAMINER
---------------	-------------------

NOTES:

No Splits

AUTHENTICATION:

SIGNATURE: Emile Nugent DATE: 4-26-94
NAME OF FIELD EXAMINER: E. MORQUEST TITLE: WRA

STATE OF IOWA
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

00:00:24
03/20/95

PAGE: 12
QUICKLOOK INFORMATION

2491
CLAIM NUMBER: A31-3755

WR ELEMENT	FIELD EXAM Y/N	CORRESPONDENCE SENT/RECEIVED BY WHOM/DATE	FIELD EXAM BY WHOM/DATE	CHANGE CLAIM Y/N	VERIFIED BY CODE	COMPLETED REVIEW WHOM/DATE	COMPLETED DATA ENTRY WHOM/DATE	VE
PRIORITY DATE			7-13-89 LARRY WATKINS	N	Licence	EN 4-26-94	EN 4-26-94	
POINT OF DIV	Y		Kelly Schild	N	1,2,5			
SOURCE				N	1,2,5			
PLACE OF USE	Y			N	1,2,5			
DIV. AMOUNT CFS/VOLUME	Y			Y	LIC			
CONSUMPTIVE USE	-			Y	calc			
PURPOSES				N	LIC			
PERIOD OF USE	Y			Y	Standard			
BASIS OF CLAIM	Y			N	-			
REMARKS				N	-			

"VERIFIED BY" CODES

TOPO MAP/ORTHO-PQ = 1
 ASCS MAP = 2
 WATERMASTER RECORDS = 3
 NAAPP PHOTOS = 4
 FIELD EXAM = 5
 OTHER (SEE REMARKS) = 6

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

Check Mike's file
on 3-1-94

B.C.
CA

NOTICE OF ERROR
REPLY

RECEIVED

FEB 22 2001

Department of Water Resources
Eastern Region

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: 31-7561

JANA ASHCRAFT
2104 E 1800 N
HAMER ID 83425

SIDNEY ASHCRAFT
2104 E 1800 N
HAMER ID 83425
Telephone Number: (208)662-6465

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: 2/22/01 SIGNATURE: Gary Skidmore

Please print your name: Gary Skidmore

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

				Acres
06N	33E	24	NENE	39.0
06N	33E	24	NWNE	39.0
06N	33E	24	SWNE	40.0
06N	33E	24	SENE	40.0

158

04 5-13-99

13

13 18

24 78

24 19

(437)

(436)

34-7294

31-7561

T
6
N
R33E

HEL
①
154.9

39 ac.

39 ac.

Point of Diversion

40 ac.

40 ac.

HEL
⑦
6.4

Place of Use

HEL
⑥
6.8

HEL
②
154.9

HEL
⑧
8.2

HEL
⑩
7.5

RECEIVED

14 1991

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 34-07294 31-7561

changed to Different Basin

Priority: January 30, 1981

Maximum Diversion Rate: 2.26 CFS
Maximum Diversion Volume:¹ 474.0 AF

This is to certify, that SIDNEY G. ASHCRAFT
JANA LYNN ASHCRAFT

HAMER, ID 83435 has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated January 30, 1981; and has submitted Proof of Beneficial Use on July 17, 1981. An examination indicates that the works have a diversion capacity of 2.260 cfs of water from a GROUNDWATER source, and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	04/01 to 11/01	2.26 CFS	474.0 AF

LOCATION OF POINT(S) OF DIVERSION: NENE , Sec. 24, Township 06N, Range 33E
JEFFERSON County

PLACE OF USE: IRRIGATION
TWN RGE SEC

	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
06N 33E 24	NENE 39 SENE 40	NWNE 39	SWNE 40	158

Total number of acres irrigated: 158

CONDITIONS/REMARKS:

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount which can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
4. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
5. 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.
6. Use of water under this water right is subject to control by the watermaster of State Water District No. 34

Should not be included

MICROFILMED

JAN 04 1991

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 34-07294

This license is issued pursuant to the provisions of Section 42-219, Idaho Code.
Witness the seal and signature of the Director, affixed at Boise, this 31st
day of December, 1990.

acting for

R. Keith Higginson
R. Keith Higginson, Director

REGISTERED

JAN 14 1991

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

RECEIVED
JUN 13 1989

Department of Water Resources

A. GENERAL INFORMATION

1. Owner: Sidney Ashcraft
Current Address: Hansen I.D. 83425
2. Accompanied by: Same EXAM. DATE: 7-13-89
Address: _____ Phone No. _____
Relationship to Permit Holder: Owner
3. Source: Ground water tributary to _____

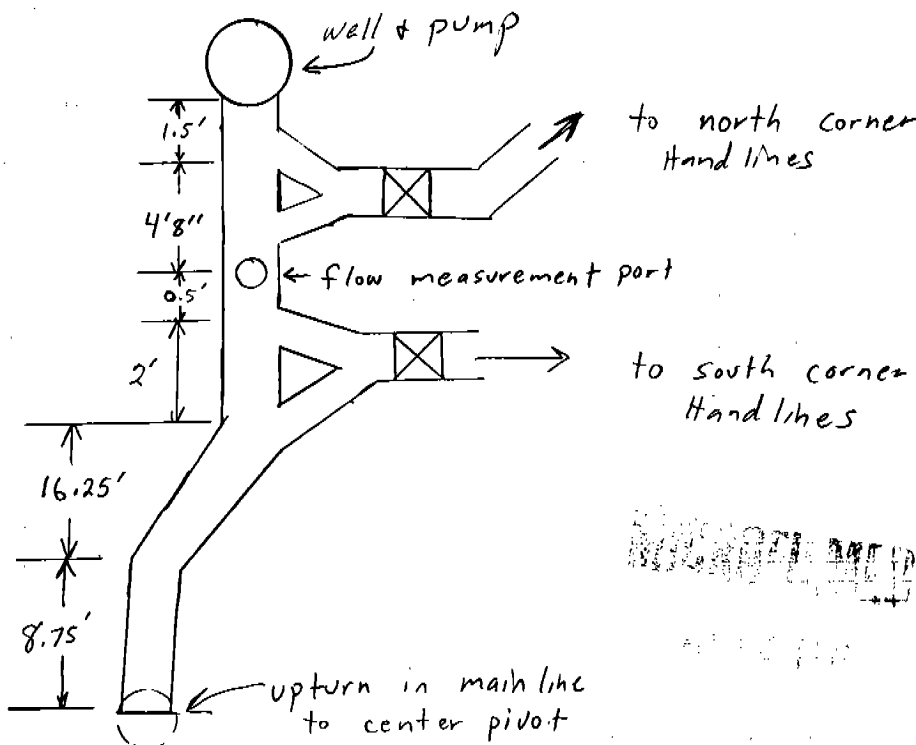
Permit No. 34-7797
Phone No. 31-1061
662-5465

B. OVERLAP REVIEW

1. Other water rights with same place of use: None
_____ ☐ Copies Attached
2. Other water rights with same point of diversion: None
_____ ☐ Copies Attached ☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

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



Scale: 1" = _____

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

System Description (continued)

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

Well & pump to Center Pivot (10 towers) and hand lines.
Center Pivot has an end gun which was running at the time of the exam. Hand lines are used to catch the corners.
4-114 mile hand lines

☐ See Remarks on page 4 for continuation

- 4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
	GE.	125	5K6268XHIP	JACUZZI	DM3749564

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

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

[illegible]

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

Indicate Method of Determination

Indicate Method of Determination																			
Twp.	Rge.	Sec.	NE¼				NW¼				SW¼				SE¼				Totals
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
6N	33E	24	39	39	40	40													158

Do not use this space

Do not use this space

D. FLOW MEASUREMENTS

☐ Additional Data Sheets Attached

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date
Halls Meter	Pitot	Cox		120 386	8"	
Manometer		IDWR			57"	
Pressure Gauge		EXCEL			0-100 psi	

2. Measurements:

$$51.6'' - 31.1'' = 20.5''$$

36 psc

$$D_{in} = 2 \frac{5}{8}''$$

Water level estimated at 215 ft from well log of nearby well

E. FLOW CALCULATIONS

☐ Additional Computation Sheets Attached

1. Measured Method:

See Attached Sheet $Q = 2.26$ cfs

2. Alternate Method for Checking Purposes:

See Attached Sheet $Q_{theoretical} = 2.86$ cfs

F. PUMP EFFICIENCY DATA (Optional)

Discharge Pressure: _____ psi x 2.31 = _____ ft (1); Dynamic pumping level: _____ ft (2)

Total Head: (1) + (2) = _____ (3) ; Flow rate: _____ cfs (4)

Water HP: (3) x (4) ÷ 8.8 = _____ (5)

Meter Input KW: 3.6 x _____ KH x _____ CTR or _____ MULT x _____ PTR x _____ N/ _____ T = _____ (6)

Meter Input HP: (6) x 1.34 = _____ (7)

Panel Input KW: _____ Ave PF x _____ Ave Volts x _____ Ave Amps x .001732 = _____ (6)

Panel Input HP: (6) x 1.34 = _____ (7) Efficiency: (5)/(7) x 100 = _____ %

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = (158)(2.5) = 395$$

$$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = (2.26)(214)(1.9835) = 959.3$$

$$V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} = 395$$

2. Volume Calculations for Other Uses:

H. REMARKS AND OVERLAP REVIEW ANALYSIS

No Overlap

I. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Annual Volume V (afa)
	From	To		
Irrigation	4/1	11/1	2-26	395
Totals:			2-26	395

2. Recommended Amendments

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

J. AUTHENTICATION

Field Examiner's Name Larry Water Exam written up by Kelly Schild
 Signature Kelly Schild
 Certification Date _____
 Field Report Preparation Date 8/10/89

CONSULTANT SEAL

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

SC 10-22-90

RECEIVED
OCT 12 1989

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

Ident. No.

~~34-7294~~
31-7561

APPROVED

To appropriate the public waters of the State of Idaho

1. Name of applicant Kyle and/or Low Carter Phone 356-5342
Post office address Rt. 1 Sugar City, Idaho 83448
2. Source of water supply Groundwater which is a tributary of _____
3. Location of point of diversion is NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 24 Township 6N
Range 33E B.M. Jefferson County, additional points of diversion if any: _____

4. Water will be used for the following purposes:

Amount 3.20 for Irrigation purposes from April 1 to Nov 1 (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

5. Total quantity to be appropriated:

a. 3.20 cubic feet per second and/or b. _____ acre-feet per annum.

6. Proposed diverting works:

a. Description of ditches, flumes, pumps, headgates, etc. well, pump + short main line
to center pivot

b. Height of storage dam _____ feet, active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet, materials used in storage dam: _____

Period of year when water will be diverted to storage _____ to _____ inclusive.
(Month/Day) (Month/Day)

c. Proposed well diameter is 16 inches; proposed depth of well is 300 feet.

7. Time required for the completion of the works and application of the water to the proposed beneficial use is 5 years (minimum 1 year - maximum 5 years).

8. Description of proposed uses:

a. If water is not for irrigation:

(1) Give the place of use of water: _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$ of Section _____ Township _____
Range _____ B.M.

(2) Amount of power to be generated: _____ horsepower under _____ feet of head.

(3) List number of each kind of livestock to be watered _____

(4) Name of municipality to be served _____, or number of families to be supplied with domestic water _____

(5) If water is to be used for other purposes describe: _____

MICROFILMED

[illegible]

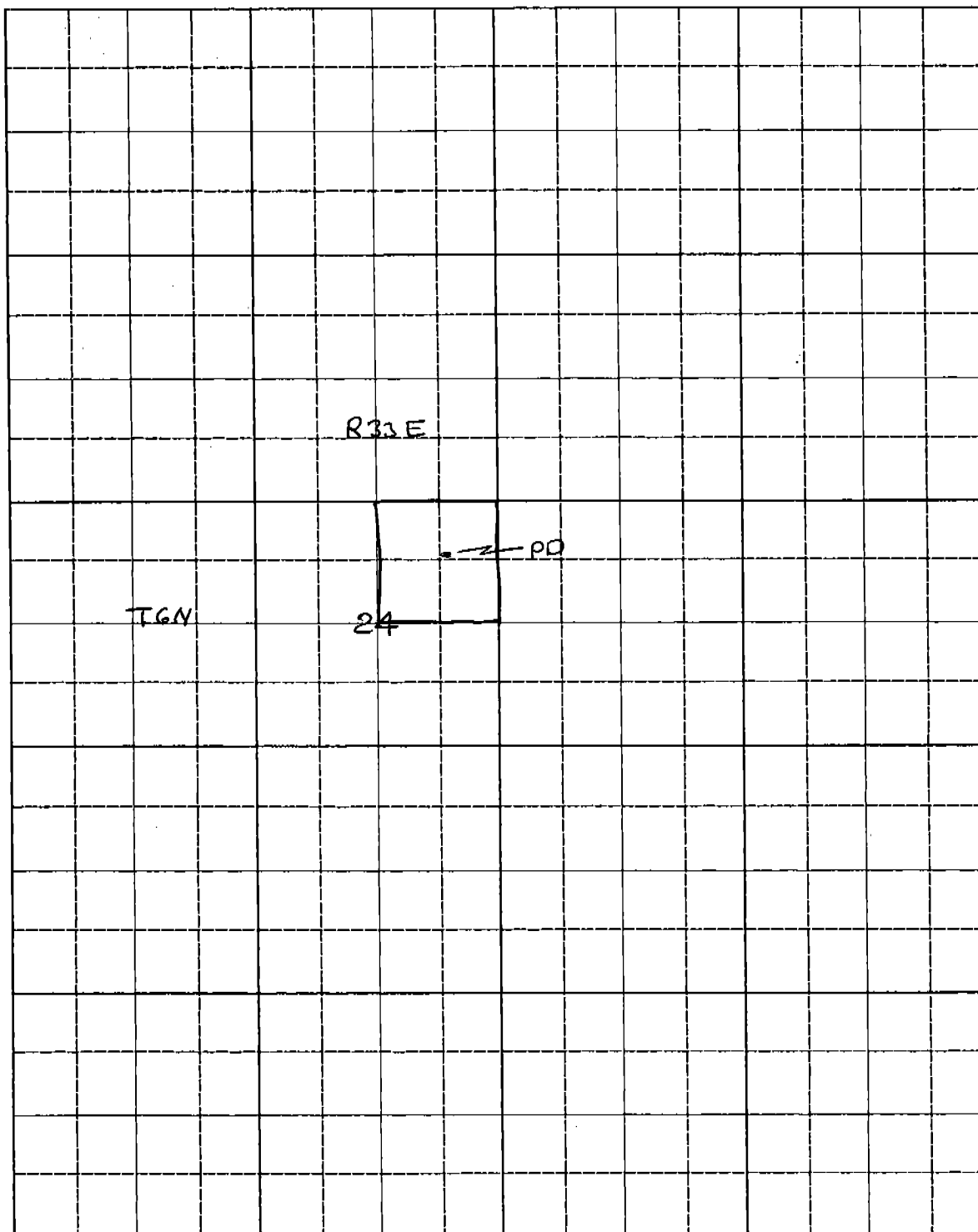
c. Describe any other water rights used for the same purposes as described above. None

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing

10. Remarks _____

44 2507

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



Scale: 2 Inches equal 1 mile.

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

MICROFILMED

Kyle Carter
(Applicant)

Proposed Priority

1/30/81

DRAFT by HWS

Received by HWS Date 1-30-81 Time 9:35am

Preliminary check by _____ Fee \$ 105.00

Receipted by kw Date 1/30/81 # 17006

Publication prepared by kw Date 2/5/81

Published in Rigby Star

Publication dates 2/12 & 2/19/81 4/16 & 4/23/81

Publication approved kw Date 4/29

Protests filed by: none

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by EMC R

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 34-7294, and said application is hereby approved.

1. Approval of said application is subject to the following limitations and conditions:

a. SUBJECT TO ALL PRIOR WATER RIGHTS.

b. Proof of construction of works and application of water to beneficial use shall be submitted on or before May 1, 19 86.

c. The rate of diversion, if water is to be used for irrigation under this permit, when combined with all other water rights for the same land shall not exceed 0.02 cubic feet per second for each acre of land.

d. Other: An access port or other device as specified by the Department shall be installed by the permit holder to provide for the installation of measuring equipment and the determination of the rate of diversion by the Department.

Witness my hand this 20th day of May, 19 81.

A. Glen Saxton
Chief, Operations Bureau

MICROFILMED

34-7294

31-7561

Point of
Diversion

Place of
Use

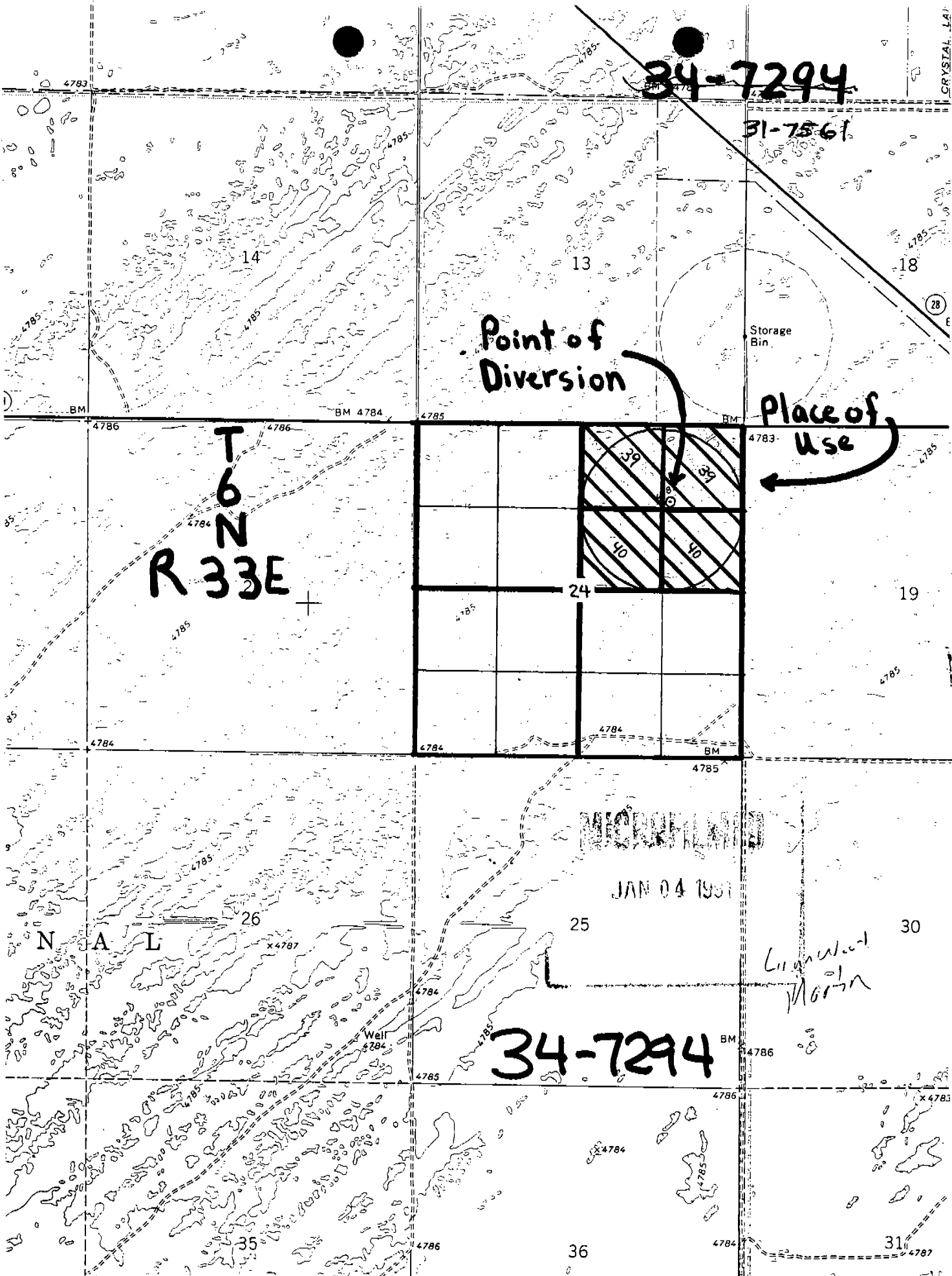
T
6
N
R 33E

RECORDED

JAN 04 1951

34-7294

Continued
North



QUALITY REVIEW CHECKLIST FOR REPORT READY SRBA CLAIMS

	N/A	YES	NO	*
1. Does the name and address meet the USPS and our data entry standards?		☒		
2. Does the CVR contain information as to how the priority date was determined?		☒		
If the claim is based on beneficial use, is there an analysis of the evidence of priority submitted?	☒			
Is the stage code correct?		☒		
Did the reviewer initial the recommendation of the priority date?		☒		
3. Does the CVR contain information as to how the point of diversion was determined?		☒		
Did the reviewer initial the recommendation of the point of diversion and the source and tributary?		☒		
Does the CVR contain a description of the system that includes information as to how the source and/or tributary were determined?		☒		
4. Does the CVR contain information as to how the place of use and number of acres (for irrigation rights) were determined?		☒		
Did the reviewer initial the recommendation of the place of use?		☒		
5. Does the CVR contain information as to how the nature of use and the season of use were determined?		☒		
Does the CVR contain information as to how the diversion rate was determined?		☒		
Does the CVR contain information as to how the diversion volume was determined?		☒		
Does the CVR contain information as to how the consumptive use volume was determined?		☒		
Did the reviewer initial the recommendation of the nature of use, the season of use, the rate of diversion, the diversion volume and the consumptive use volume?		☒		
6. If the claim is based on a right recorded with IDWR, was the total diversion rate claimed?		☒		
If the total diversion rate was not claimed, is a review sheet attached?	☒			
7. If the claim is based on a right that has conditions/remarks, have these conditions/remarks been considered in the recommendation?	☒			
Are all appropriate conditions/remarks included in the recommendation?	☒			
8. If remarks are included, are the remarks consistent with the "standard remarks" described in Adjudication Memo 32?			☒	
9. If this claim is not being recommended, is the status code correct?	☒			
10. Did the reviewer sign the CVR?		☒		
11. Has the "quicklook" page been completed?		☒		
12. If additional documents were used in the investigation of this right, are copies of those documents included in the file, or is there a reference to the identity and location of the documents?		☒		
13. Does the file contain a copy of the recommended right?	☒			

* See attachment for additional information or explanation.

Quality control review by CT date 7-27-94 Data entry changes by CT date 7-27-94



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

EASTERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

February 26, 2001

GARY SKIDMORE
PO BOX 13
TERRETON ID 83450

RE: CHANGE IN OWNERSHIP FOR A31-07561, A31-07562

Dear Claimant:

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(s).

Enclosed is a copy 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,

Cheri Vandermeulen
Records Clerk

Enclosure: Notice(s) of Claim

JC 2/23/01
OK

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

RECEIVED

FEB 22 2001

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

Department of Water Resources
 Eastern Region

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, 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
	31-7561				
	31-7562				

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)

Sid Ashcraft

4. New Owner/Claimant(s)

GARY Skidmore

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

New Mailing Address

P.O. Box 13

City, State and ZIP Code

Terreton Id. 83450

New Telephone Number

(208) 663-4663

5. Date you acquired the property

12/22/99

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

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

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

7. ☒ Signature of New Owner(s) or Claimant(s) Nary Skatman 02/22/01
(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 _____
 Received by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____



REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

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



ID# 74397

DATE 10/2/99

1. REAL ESTATE OFFICES:

Listing Agency Countrywide Prop. Inc.
MLS Office# _____

Selling Agency Countrywide Prop. Inc.
MLS Office# _____

Listing Agent Name [Signature]
MLS Agent # _____
Phone #(office) _____ (home) _____

Selling Agent Name [Signature]
MLS Agent # _____
Phone #(office) _____ (home) _____

2. BUYER AND LEGAL DESCRIPTION: GARY SKIDMORE & ANNE SKIDMORE -

(Hereafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "premises" commonly known as Mountain View Farm City Bozeman County Bozeman Idaho, Zip _____
legally described as: E 1/2 Section 24 T6N R33E B1

3. TOTAL PURCHASE PRICE: Five Hundred Hundred Fifteen Thousand DOLLARS.
\$515,000 payable upon the following TERMS AND CONDITIONS (Not including closing costs):

4. FINANCIAL TERMS: (Note: A+C+D+E should add up to (or be equal to) total purchase price, except for 100% financing)

\$100,000 A. EARNEST MONEY: BUYER hereby deposits ONE THOUSAND DOLLARS as Earnest Money

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

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

\$ TBD

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

insurance, with interest not to exceed _____% for a period of _____ year(s) at: ☐ fixed rate ☐ other _____
BUYER shall pay no more than _____ point(s) plus origination fee if any. SELLER shall pay no more than _____ point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally.
BUYER shall apply for such loan within _____ business day(s) of SELLER's acceptance. Within _____ business days of final acceptance of all parties. BUYER agrees to furnish SELLER with a written loan commitment showing lender approval of credit report, income verification, debt ratios and subject only to satisfactory appraisal and final lender underwriting. If such written commitment is not received by SELLERS within the strict time allotted, SELLERS may at their option cancel this agreement by notifying BUYERS in writing of such cancellation. If an appraisal is required by lender, the property must appraise at not less than purchase price or BUYER's Earnest Money may be returned at BUYER's request.

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

\$ 9005

D. ADDITIONAL FINANCIAL TERMS:

☒ Additional financial terms are specified under the heading "ADDITIONAL TERMS AND CONDITIONS" (Section 5).
☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

\$515,000

100% EM

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

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 1 of 5 Pages.

BUYER's Initials ([Signature]) (_____) 10/2/99 Date SELLER's Initials (_____) (_____) Date

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. This form has been designed for and is provided only for use by real estate professionals licensed by the Idaho Real Estate Commission who are also members of the National Association of REALTORS®.

USE BY ANY OTHER PERSON IS PROHIBITED.

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

21 EFFECTIVE DATE AUGUST 1, 1997

BUYER'S COPY

PROPERTY ADDRESS:

E. Valley 24th N R 33E 6M

ID#:

74397

5. ADDITIONAL TERMS AND/OR CONDITIONS:

All existing equipment. Any and all
 ASCE Farm BASP program to be transferred with ground.

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

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

A. INCLUDED IN THIS SALE: 2 Valley plots w/irrigation systems / 2 pumps - 2 grain bins
 all water rights included but NOT limited to A 3107562 - A3107561

B. EXCLUDED IN THIS SALE: NONE -

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

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

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

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

12. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, By-Laws and rules and regulations of the Association. BUYER is further aware that the Property may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions, BUYER has reviewed

Homeowner's Association Documents: ☐ Yes ☐ No ☒ N/A Association fees/dues are \$ _____ per _____

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

14. BUSINESS DAY: Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined in Idaho Code, Section 67-5302.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 2 of 5 Pages.

BUYER's Initials (_____) (_____) Date 9/22/99 SELLER's Initials (_____) (_____) Date _____

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. This form has been designed for and is provided only for use by real estate professionals licensed by the Idaho Real Estate Commission who are also members of the National Association of REALTORS®.

USE BY ANY OTHER PERSON IS PROHIBITED.

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

PROPERTY ADDRESS:

E4 5000 24 T6N R33E.M.

ID#:

74397

15. INSPECTION: BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within 0 business day(s) of acceptance complete these inspections and give to SELLER written notice of items disapproved of. BUYER is strongly advised to exercise these rights and to make BUYER's own selection of professionals with appropriate qualifications to conduct inspections of the entire property. BUYER's acceptance of the condition of the property is a contingency of this Agreement.

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

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

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

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

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

4. If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct. SELLER shall make the property available for all inspections. BUYER shall keep the property free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. **No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.**

16. SELLER'S PROPERTY DISCLOSURE FORM: If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) days after execution of this Agreement provide to BUYER "SELLER's Property Disclosure Form" or other acceptable form. BUYER has received the "SELLER's Property Disclosure Form" or other acceptable form prior to signing this Agreement: ☐ Yes ☐ No ☒ N/A

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

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

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

19. TITLE INSURANCE:

(A) **TITLE COMMITMENT:** Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have 5 business day(s) from receipt of the commitment or not less than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within 5 business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

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

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

(D) **EXTENDED COVERAGE OWNER'S POLICY:** A standard title policy does not cover certain potential problems or risks such as liens (i.e. a legal claim against premises for payment of some debt or obligation, boundary disputes, claims of easement and other matters of claims if they are not of public record at time of closing.) However, under Idaho law, such potential claims against the premises may have become legal obligations before the purchase of the home and yet may not be of public record until after the purchase. It is recommended that BUYER talk to a title company about what it offers in the way of extended coverage title policies and endorsements. **This extended coverage owner's policy is for the benefit of the owner and provides similar coverage like provided by the extended coverage lender's policy.**

Extended Coverage Owner's Policy requested ☐ Yes ☐ No. Additional premium paid by: ☐ BUYER ☐ SELLER.

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

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 3 of 5 Pages.

BUYER's Initials () () 10/22/99 Date SELLER's Initials () () Date

This form is printed and distributed by the Ada County Association of REALTORS®, Inc. / Idaho Association of REALTORS®, Inc. This form has been designed for and is provided only for use by real estate professionals licensed by the Idaho Real Estate Commission who are also members of the National Association of REALTORS®.

USE BY ANY OTHER PERSON IS PROHIBITED.

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

R.E.21 EFFECTIVE DATE AUGUST 1, 1997

BUYER'S COPY

PROPERTY ADDRESS: E 1/2 S 24 T 6 N R 33 E B 4 ID#: 74397

20. COSTS PAID BY: Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or provided by law or required by lender, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements. SELLER agrees to pay a maximum of \$ 0 lender/appraiser required repair costs.

	BUYER	SELLER	Shared Equally	Not Applicable		BUYER	SELLER	Shared Equally	Not Applicable
Appraisal Fee	X				Title Ins. Standard Coverage Owner's Policy		X		
Closing Escrow Fee			X		Title Ins. Extended Coverage Lender's Policy	X			X
Attorney Contract/Document Preparation Fee/Cost				X	Title Ins. Extended Coverage Owner's Policy				X
Loan Document Preparation	X				Septic Inspection				X
Flood Certification Fee				X	Septic Pumping				X
Flood Tracking Fee				X	Survey				X
Loan Assumption Fee				X	Well Inspection				X
Tax Service Fee				X	Appraisal Re-Inspection Fee				X

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

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

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

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

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

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

26. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

27. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete this transaction. The closing date shall be no later than Jan 22, 2000

The parties agree that the "closing agency" for this transaction shall be First American of SELLER'S CHOICE
If a long-term escrow / collection is involved, then the long-term escrow holder shall be _____

28. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date _____ time _____. "Closing" means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER. Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of 1-1-2000. BUYER shall pay for fuel in tank, amount to be determined by the supplier at SELLER's expense.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 4 of 5 Pages.

BUYER's Initials (S.L.A.) (10/22/99) Date SELLER's Initials () () Date

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. This form has been designed for and is provided only for use by real estate professionals licensed by the Idaho Real Estate Commission who are also members of the National Association of REALTORS®.

USE BY ANY OTHER PERSON IS PROHIBITED.

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

R.E.21 EFFECTIVE DATE AUGUST 1, 1997

BUYER'S COPY

PROPERTY ADDRESS:

E 1/2 Section 24 T6N R33E8

ID#:

74397

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

30. REPRESENTATION CONFIRMATION:

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

Listing broker acted as a(n) customer for the BUYER.

Selling broker acted as a(n) customer for the BUYER.

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

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

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

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

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

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

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

BUYER Signature Alan Skidmore

BUYER Signature _____

BUYER (Print Name) Alan Skidmore

BUYER (Print Name) _____

Date 10/22/99 Time 10:00 Phone # 208 663-4643
525-3549

Date _____ Time _____ Phone # _____

Address Box 13

Address _____

City Tecumseh State IN Zip 83450

City _____ State _____ Zip _____

33. SELLER'S SIGNATURES:

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

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

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

SELLER Signature _____

SELLER Signature _____

SELLER (Print Name) _____

SELLER (Print Name) _____

Date _____ Time _____ Phone # _____

Date _____ Time _____ Phone # _____

Address _____

Address _____

City _____ State _____ Zip _____

City _____ State _____ Zip _____

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

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

BUYER: _____

BUYER: _____

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

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. This form has been designed for and is provided only for use by real estate professionals licensed by the Idaho Real Estate Commission who are also members of the National Association of REALTORS®.

USE BY ANY OTHER PERSON IS PROHIBITED.

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

R.E.21 EFFECTIVE DATE AUGUST 1, 1997

BUYER'S COPY



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

March 28, 2000

GARY & ANGELA SKIDMORE
1268 E 1500 N
TERRETON ID 83450

RE: CHANGE IN OWNERSHIP FOR A31-07561 & A31-07562

Dear Mr. and Mrs. Skidmore:

It has come to our attention that you may have recently purchased a tract of land in Jefferson County. The property to which I am referring was most recently owned by Sidney Ashcraft. The legal description is as follows:

T06N R33E S24 NE1/4 NE1/4
T06N R33E S24 NW1/4 NE1/4
T06N R33E S24 SW1/4 NE1/4
T06N R33E S24 SE1/4 NE1/4
T06N R33E S24 NE1/4 SE1/4
T06N R33E S24 NW1/4 SE1/4
T06N R33E S24 SW1/4 SE1/4
T06N R33E S35 SE1/4 SE1/4

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

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

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

Respectfully submitted,

Cheri Vandermeulen

Cheri Vandermeulen
Records Clerk

Enclosure(s)

JANUARY 27, 1993

SIDNEY ASHCRAFT
2104 E 1800 N
HAMER ID 83425

RE: RENUMBERED NOTICES

Dear Mr. Ashcraft:

The Department has changed the identification numbers for Notices of Claim #A34-07295 and #A34-07294. The new numbers are #A31-07562 and #A31-07561. We have also modified receipt #E004391 to reflect the new numbers.

A copy of the receipt and the Notices of Claim are enclosed for your records.

Respectfully submitted,

Ernest Carlsen
Water Rights Supervisor, Adjudications

EC:sc

Enclosure

ENCLOSURE

NOV 14 1993

POOR ORIGINAL

E004391

11/23/1988

ASHCRAFT, SIDNEY/JANA

ADJUDICATION FEE

410162

9337

6490

1,018.00

CHECK

771

\$1,018.00

Water Right Numbers

A31-07262
A31-10498

A31-07561

A31-07562

A31-10499

A31-10500

Region: EASTERN

Signature: _____

Conf
1/26/93

Renumbered from
A34-07294

Renumbered from
A34-07295

NOV 14 1988

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

POOR ORIGINAL

31-07561
34-7294

A. GENERAL INFORMATION

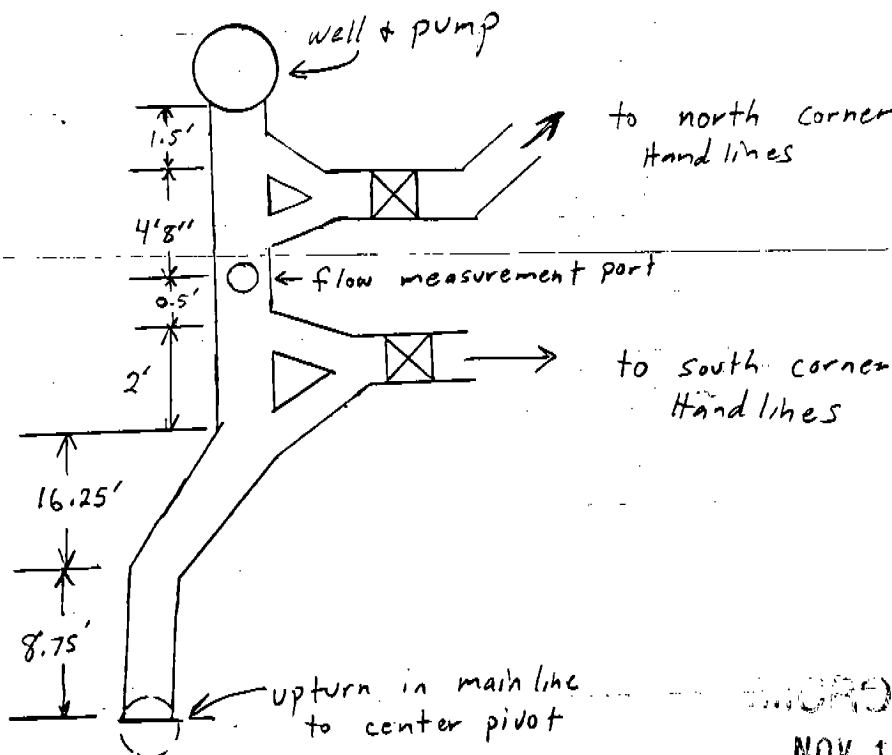
1. Owner: Sidney Ashcraft Permit No. 31-07561
Home ID. 83425 Phone No. 662-5465
 Current Address: Home ID. 83425
 2. Accompanied by: Same EXAM. DATE: 7-13-89
 Address: Same Phone No. 662-5465
 Relationship to Permit Holder: Owner
 3. Source: Groundwater tributary to None

B. OVERLAP REVIEW

1. Other water rights with same place of use: None ☐ Copies Attached
 2. Other water rights with same point of diversion: None ☐ Copies Attached ☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

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



Scale: 1" =

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

NOV 14 1996

- Well & pump to Center Pivot (to tower) and handlines.
Center Pivot has an end gun which was
running at the time of the exam. Handlines
are used to catch the corners.
4-14 mile handlines

4.

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

- [illegible]

- Indicate Method of Determination**

Indicate Method of Determination

Twp.	Rge.	Sec.	NE¼				NW¼				SW¼				SE¼				Totals
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
6N	33E	24	39	39	40	40													158
																		Total	158

~~MICROFILMED~~
NOV 25 1992

NOV 14 1996

POOR ORIGINAL

Do not use this space

D. FLOW MEASUREMENTS

☐ Additional Data Sheets Attached

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date
Halls Meter	Pitot	Cox		120 386	8"	
Manometer		EDWR			57"	
Pressure Gauge		EXCEL			0-100 psi	

2. Measurements:

$$51.6'' - 31.1'' = 20.5''$$

36 psc

$$D_{in} = 2 \frac{5}{8}''$$

Water level estimated at 225 ft from well log of nearby well

E. FLOW CALCULATIONS

☐ Additional Computation Sheets Attached

1. Measured Method:

See Attached Sheet $Q = 2.26$ cfs

2. Alternate Method for Checking Purposes:

See Attached Sheet $Q_{theoretical} = 2.86$ cfs

F. PUMP EFFICIENCY DATA (Optional)

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

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

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = (158)(2.5) = 395$$

$$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = (2.26)(214)(1.9835) = 959.3$$

$$V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} = 395$$

Volume Calculations for Other Uses:

MICROFILMED
NOV 25 1992

NOV 14 1996

H. REMARKS AND OVERLAP REVIEW ANALYSIS

POOR ORIGINAL

No Overlap

I. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Annual Volume V (afa)
	From	To		
Irrigation	4/1	11/1	2-26	395
Totals:			2-26	395

2. Recommended Amendments

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

J. AUTHENTICATION

Field Examiner's Name

Larry Water

Exam written up by Kelly Schild

Signature

KELLY

Certification Date

0

Field Report Preparation Date

8/10/89

CONSULTANT SEAL

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

MICROFILMED
NOV 25 1992

MICROFILMED

NOV 14 1992

DATE RECEIVED 11-23 CK # AMOUNT \$ YES ☒ NO ☐

2. Is a priority date entered? 1 _____

Is the water use exempt from the Permit requirements, or if it is not exempt, has a Permit been approved or a License issued?
A Permit is required: (1) for groundwater developed after March 25, 1963 (except single family domestic and stockwater wells using less than 13,000 gpd), or (2) for surface water developed after May 20, 1971 (except for instream stockwater). USE CARE IF CLAIM IS RETURNED. REFER TO ADJUDICATION MEMOS # 1 (ADJ. CLAIMS/APPLICATIONS) AND # 9 (REJECTION OF CLAIMS). EXPLAIN IN COMMENTS.

3. (a) Is a source entered? /

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

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

5. Is there a description of the diverting works?

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

Is the period of use included?

Is a quantity claimed for each use?

7. Is a total quantity claimed entered? / —

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

Is the consumptive use correct? N/A

9. Are the non-irrigation uses listed properly? If this claim is on the short form, and more than one domestic use is listed, single ownership must be stated. If not under single ownership, see Adjudication Memo # 4. N/A

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

11. Is (are) the county(ies) entered? / —

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

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

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

15. Is the basis of the claim checked? / —

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

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

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

Is the fee enclosed correct? Exempt.

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

Should this claim be receipted and data entered? /

Comments:

Claim checked by:

NOV 14 1995

70 NOV 25 1982