

FILED

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: **A47-00030**
Date Received: 1/11/1989
Receipt No: S005870
Received By: _____

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: ASLETT RANCHES PARTNERSHIP 208-734-5533
Address: PO BOX B
TWIN FALLS ID 83303-0015
2. Date of Priority: MAY 1, 1898
3. Source: HOUSE CREEK Trib. to: CEDAR CREEK
LITTLE HOUSE CREEK HOUSE CREEK
CAUDLE SPRING CREEK HOUSE CREEK
STEELE SPRING CREEK HOUSE CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
15S	12E	11	SW	NE	SE		TWIN FALLS
		12	SE	NE	SW		TWIN FALLS
			NW	SW	SE		TWIN FALLS
			SE	SW	SE		TWIN FALLS
		13	NE	NE	NW		TWIN FALLS
	13E	18	SW	NW	NW	1	TWIN FALLS
			SW	SE	NW		TWIN FALLS
			SW	NW	SE		TWIN FALLS
		19	NE	NE	NW		TWIN FALLS
			SE	NE	NW		TWIN FALLS

5. Description of diverting works:
MULTIPLE CHECK DAMS & EARTHEN DITCHES
6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	2.400		

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

COPY

8. Total consumptive use is 1372.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4	of 1/4	Lot	Use	Acres
15S	12E	1	SE	NW		IRR	3.0
			NE	SW		IRR	18.0
			NW	SW		IRR	8.0
			SW	SW		IRR	25.0
			SE	SW		IRR	19.0
						Section Acres	73.0
		2	SE	SE		IRR	20.0
						Section Acres	20.0
		11	NE	NE		IRR	22.0
			SE	NE		IRR	38.0
			NE	SE		IRR	34.0
						Section Acres	94.0
		12	SW	NE		IRR	13.0
			NE	NW		IRR	34.0
			NW	NW		IRR	39.0
			SW	NW		IRR	40.0
			SE	NW		IRR	40.0
			NE	SW		IRR	40.0
			NW	SW		IRR	35.0
			SE	SW		IRR	39.0
			NE	SE		IRR	1.0
			NW	SE		IRR	34.0
			SW	SE		IRR	36.0
			SE	SE		IRR	20.0
						Section Acres	371.0
		13	NE	NE		IRR	18.0
			NW	NE		IRR	2.0
			NE	NW		IRR	9.0
						Section Acres	29.0
	13E	18	SW	NE		IRR	3.0
			NW	NW	1	IRR	20.0
			SW	NW	2	IRR	17.0

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
15S	13E	18	SE	NW		IRR	16.0
			NE	SW		IRR	20.0
			SE	SW		IRR	8.0
			NW	SE		IRR	5.0
						Section Acres	89.0
		19	NE	NW		IRR	4.0
						Section Acres	4.0
						Total Acres	680.0

11. Place of use in counties: TWIN FALLS

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

13. Other Water Rights Used:
A47-00040,00041,00030,00026 & 11491

14. Remarks:
1/25/2000 TF; OWNERSHIP CHANGED SWAN LAND & LIVESTOCK TO ASLETT
RANCHES PARTNERSHIP PER 1409(6) AND WARRANTY DEED REC'D
12/23/1999. CLAIM ALSO AMENDED TO REFLECT ACTUAL PLACE OF USE.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

IRA BRACKETT ET AL
Decree Plaintiff

THE CEDAR CANAL CO. ET AL
vs Decree 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: _____

RECEIVED

DEC 23 1999

Department of Water Resources

STATE OF IDAHO

IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

1. Water Right No(s).: _____

Adjudication Claim No(s).: _____

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

A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**

AND

B. **PLAT OF PROPERTY** or **SURVEY MAP** showing the location of the place of use of the water right(s) or claim(s). (These are usually attached to your deed or on file with the county.)

OR

C. If your water right or adjudication claim is 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 SWAN LAND & LIVESTOCK COMPANY

ROGERSON, ID 83302

4. New Owner/Claimant(s) ASLETT RANCHES PARTNERSHIP

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address P O BOX B

City, State and ZIP Code TWIN FALLS, ID 83303-0015

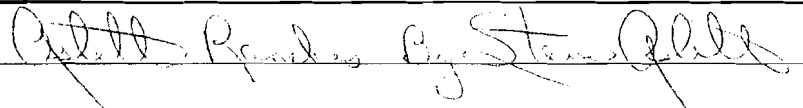
New Telephone Number (208) 734-5533

5. Date you acquired the property 12/3/99

6. **Did you acquire all of the former owner's property? If you did, skip this item and go to item 7.** If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below **only if the water right(s) or claim(s) need to be split between owners.** If necessary, attach additional pages. If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

Number of acres you irrigate with this water right _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes you acquired _____ Other uses _____

7. Signature of New Owner(s) or Claimant(s) 

Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.

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

ACREAGE

Approximately 16,695 total deeded acres

“ 1,000 acres hay and irrigated pasture

“ 200 acres sub-irrigated meadow and creek bottom

“ 15,495 dry grazing

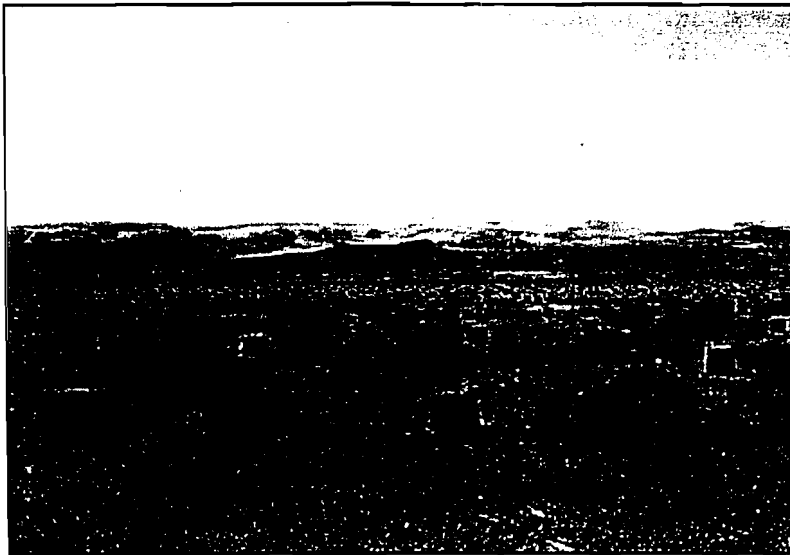
Bureau of Land Management 4,764 AUM's John Biar (208) 736-2350

Forest Service 1,601 AUM's Mike McNeil (208) 543-4129

Idaho State Leases 371 AUM's

Private Lease Approximately 1,000 deeded acres - 915 AUM's on BLM.

*Coordinated Resource Management Plan: Allows landowner flexibility in determining numbers and periods of usage on federal and state leases. Has been in effect since 1981. AMP renewed March of 1998 with nine years remaining. Please call for detailed explanation.



*Swan Land & Livestock
Controls the water
source*

WATER

All irrigation is via flood method. Water from House Creek and Deadwood Creek is decreed as follows:

92 miners inches 5/1/1897 A47-00026	100 miners inches 5/1/1893 A47-00038
120 miners inches 5/1/98 A47-00030	45 miners inches 5/1/1893
80 miners inches 5/1/1889 A47-00040	92 miners inches 5/1/1904
70 miners inches 5/1/1909 A47-00041	110 miners inches 5/1/1905
60 miners inches 5/1/1909 A47-00032	175 miners inches 9/1/1915 A47-11491

Stock water is plentiful in the higher forest, BLM and deeded country. It is supplied by numerous creeks, seeps and natural springs. Many springs have been improved and developed to further enhance stock water. Water to the lower BLM desert allotment is primarily provided by a pipeline owned by Swan Land & Livestock along with other area ranchers. Swan Land & Livestock owns 38% of the pipeline and controls the water source. Ownership is based on AUM's.

GENERAL PARTNERSHIP AGREEMENT

1. **Parties.** This Agreement made among the MARVIN ASLETT, LARRY ASLETT, STEVE ASLETT, and STEVE ASLETT, JR. on December 22, 1999.

2. **Name of Business.** The parties form a general partnership which shall transact business under the name of ASLETT RANCHES.

3. **Partnership Business.** The partnership shall engage in the business of cattle ranching and in such other businesses of a similar or related nature as may be determined by the partners.

4. **Place of Business.** The place of business of the partnership shall be located at Rogerson, Idaho or at such other location or locations as the partners may from time to time designate.

5. **Term.** ~~The term of the~~ partnership shall begin on the date of its execution and shall continue until terminated as provided in this agreement.

6. **Capital.** The partners have made unequal contributions to the capital accounts of the partnership. The interest of each member of the partnership in the total shall be controlled by that partner's capital account indicating the proportional share of his investment to the total investment in the partnership. An individual capital account shall be established for each Partner. The initial capital accounts of the Partners shall be equivalent to their respective contributions to the

capital of the partnership. If at any time the partners should unanimously determine that further capital is required in the interests of the partnership, and that the capital of the partnership should be increased, the additional capital shall be contributed by the partners in the same percentages as their then capital accounts.

7. **Salaries and Expenses.** No partner shall receive any salary for services rendered to the partnership except as may be unanimously agreed by the partners. The partners shall have such drawing and expenses accounts as may be agreed upon.

8. **Partnership Profits and Losses.** The net profits of the partnership shall be divided among the Partners, and the net losses of the partnership shall be borne by the Partners, in proportion to their respective capital contributions as set forth in Section 6 of this agreement. For income tax purposes, all gains, losses, credits, and depreciation deductions on partnership property shall be allocated among the Partners in proportion to their capital contributions as provided in Section 6 of this agreement.

9. **Fiscal Year.** The fiscal year of the partnership shall commence on January 1.

10. **Book and Records.** The partnership shall maintain full and accurate books of account, which shall be kept at the office of Circle A Construction, Inc., 240 Highland Avenue, Twin Falls, Idaho 83301. Each Partner shall have access to and the

right to inspect and copy such books and all other partnership records during normal business hours.

11. **Bank Accounts.** The partnership shall maintain such bank accounts as the partners shall determine. Checks shall be drawn for partnership purposes only, and may be signed only by the person or persons designated by the partners. All moneys received by the partnership shall be deposited in such accounts.

12. **Management Duties and Restrictions.** The partners shall have rights in the management of the partnership proportionate to their capital accounts. No partner shall be required to devote any given time to the management of the partnership affairs. of Section 15 of this agreement, to lease such property

13. **Matters Requiring Unanimity.** No partner shall, without the consent of all other partners (which consent shall not be unreasonably withheld), do any of the following:

- a. Assign the partnership property in trust for creditors or on the assignee's promise to pay the debts of the partnership.
- b. Dispose of the good will of the partnership business.
- c. Do any other act which would make it impossible to carry on the ordinary business of the partnership.
- d. Confess a judgment against the partnership.
- e. Submit a partnership claim or liability to arbitration or reference.
- f. Make, execute or deliver for the partnership any bond, mortgage, deed of trust, guarantee, indemnity bond, surety bond or accommodation paper or accommodation endorsement.

g. Borrow money in the partnership name or use partnership property as collateral.

h. Assign, transfer, pledge, compromise or release any claim of or debt owing to the partnership except upon payment in full.

i. Convey any partnership real property.

j. Pledge or transfer in any manner his or her interest in the partnership except to another partner.

k. Any other act for which unanimity is required under other Sections of this Agreement.

14. Transferability of Partnership Interests. Except as otherwise provided in this agreement with respect to withdrawing or decreased partners, the interest of any partner in the partnership, or in the profits, assets, property, receivables, records, files, or clientele of the partnership, should not be sold, assigned, pledged, mortgaged, or transferred in any manner by a partner unless the written consent to do so is first obtained from every other partner.

15. Partnership Property. Partnership property, personal and real, shall be acquired, held, and conveyed in the name of the partnership, except that upon the unanimous consent of the partners, partnership property may be acquired, held, or conveyed in the name of any partner or other person as nominee for the partnership. Property acquired, held, or conveyed by a nominee shall be recorded as partnership property in the partnership books and records.

16. Admission of New or Substituted Partners. A new partner may be admitted to the partnership only upon the written consent of all existing partners. A substituted partner may be

admitted to the partnership only upon the written consent of two-thirds of the existing partners and only if the substituted partner purchases the partnership interest of a deceased or withdrawing partner. Upon the admission of a new partner, the name and capital contribution of the new partner shall be added to Section 6 of this agreement.

17. **Retirement of a Partner.** Any partner shall have the right to retire from the partnership at the end of any fiscal year. Written notice of intention to retire shall be served upon the other partners at the office of the partnership at least three months before the end of the fiscal year. Thereafter the retiring partner and the surviving partners shall have the same rights and elections as are specified in paragraph 18 with respect to the "Estate" and the surviving partners respectively, in the event of the death of a partner.

18. **Death of a Partner.** Upon the death of a partner, the partnership shall continue in operation and shall be managed by the surviving partners. The operation shall continue at last until the end of the fiscal year or to such other time as is necessary for the surviving partners to wind up the affairs of the partnership.

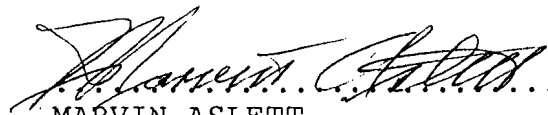
a. The surviving partners may elect to carry on the partnership business and to purchase the decedent's entire interest in the partnership. The value of the interest to be purchased will be agreed upon between the surviving partners and the personal representative of the

deceased partner. If the parties cannot agree upon a value, each shall appoint an appraiser, and the appraisers shall reach a value that will be binding upon the parties. The surviving partners shall give notice of their intent to purchase pursuant to this paragraph within six months of the death of the deceased partner and shall have three years from the date of death. in which to pay the purchase price to the personal representative of the deceased partner.

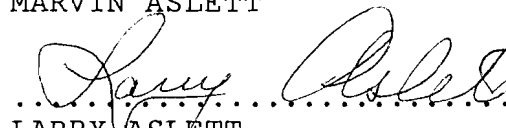
b. If the surviving partners do not elect to purchase the interest of the deceased partner, the partnership shall be terminated and its assets liquidated.

19. **Binding Effect.** This agreement shall bind the Partners, their heirs, personal representatives, and assignees.

Dated December 22, 1999.


MARVIN ASLETT

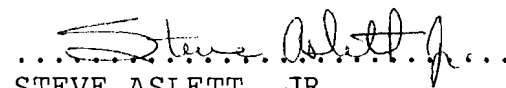
Dated December 22, 1999.


LARRY ASLETT

Dated December 22, 1999.


STEVE ASLETT

Dated December 22, 1999.


STEVE ASLETT, JR.

42118fc
TitleFact, Inc.
163 Fourth Avenue North
P.O. Box 486
Twin Falls, Idaho 83303

RY

**** SPACE ABOVE FOR RECORDER ****

CORPORATION WARRANTY DEED

FOR VALUE RECEIVED SWAN LAND AND LIVESTOCK COMPANY, a Utah corporation, a corporation duly organized and existing under the laws of the state of Idaho, grantor, does hereby Grant, Bargain, Sell and Convey unto ASLETT RANCHES PARTNERSHIP, Grantee, whose address is: **Box B, Twin Falls, Idaho 83303**, the following described real estate, situated in Twin Falls County, Idaho, to-wit:

PARCEL NO. 1

Township 15 South, Range 12 East, Boise Meridian, Twin Falls County, Idaho

Section 1: $S\frac{1}{4}SW\frac{1}{4}$; Lots 1 and 2; $S\frac{1}{4}NE\frac{1}{4}$; $SE\frac{1}{4}NW\frac{1}{4}$; $N\frac{1}{4}SW\frac{1}{4}$; $W\frac{1}{4}SE\frac{1}{4}$ and $SE\frac{1}{4}SE\frac{1}{4}$

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

Section 11: $E\frac{1}{4}NE\frac{1}{4}$; $NE\frac{1}{4}SE\frac{1}{4}$

Section 12: $N\frac{1}{4}SW\frac{1}{4}$; $SE\frac{1}{4}SW\frac{1}{4}$; $SE\frac{1}{4}$; $N\frac{1}{4}$

Section 13: $SW\frac{1}{4}NW\frac{1}{4}$; $E\frac{1}{4}W\frac{1}{2}$; $E\frac{1}{2}$

Section 24: $E\frac{1}{4}NW\frac{1}{4}$; $NE\frac{1}{4}SW\frac{1}{4}$; $E\frac{1}{2}$

Section 25: $E\frac{1}{4}SE\frac{1}{4}$; $NE\frac{1}{4}$

EXCEPT

A strip of land 80 feet wide, being 40 feet right and left of the following described centerline of Jarbidge Road Project No. S2701(3) Highway Survey as shown on the plans thereof now on file in the Office of the Department of Highways of the State of Idaho and lying over and across the $NE\frac{1}{4}NE\frac{1}{4}$ of Section 11, $NW\frac{1}{4}NW\frac{1}{4}$ of Section 12, $SW\frac{1}{4}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$ of Section 1, Township 15 South, Range 12 E., B.M., Twin Falls County, Idaho, more particularly described as follows:

BEGINNING at a point on the West boundary of said $NE\frac{1}{4}NE\frac{1}{4}$ of Section 11, which point is approximately Station 538+56 of said Highway Survey, which station is a point on a tangent approximately North 515 feet from the Southwest corner of the $NE\frac{1}{4}NE\frac{1}{4}$ of said Section 11;

THENCE North $69^{\circ}11'$ East for 3,690 feet, more or less, to Station 575+46.87 which station is a point of curvature;

THENCE 570.95 feet with a 7 degree curve left, said curve having a central angle of $39^{\circ}58'$ to Station 581+17.82, which station is a point of tangent;

THENCE North $29^{\circ}13'$ East on tangent for 212.1 feet, more or less, to approximate Station 583+30 of said Highway Survey which station is a point on the East boundary of said $SE\frac{1}{4}SW\frac{1}{4}$ of Section 1 lying North approximately 1015 feet from the Southeast corner of said $SE\frac{1}{4}SW\frac{1}{4}$ of Section 1.

AND EXCEPT

A strip of land lying across the $SW\frac{1}{4}SE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$ of Section 1, Township 15 South, Range 12 E., B.M., more particularly described as follows:

A strip of land 40 feet in width extending 40 feet right and left of the following described centerline of Jarbidge Road Project No. S-2701(3) Highway Survey as shown on the plans thereof now on file in the office of the Department of Highway, State of Idaho;

BEGINNING at a point on the west boundary of said $SW\frac{1}{4}SE\frac{1}{4}$ designated as approximate station 583+20 of said Highway Survey, which point lies North approximately 1015 feet from the southwest corner of said $SW\frac{1}{4}SE\frac{1}{4}$;

THENCE running North $29^{\circ}13'$ East on tangent for 100.5 feet, more or less, to Station 584+20.46, which station is a point of curvature;

THENCE describing a strip of land extending 40 feet left and 50 feet right on the following described centerline, 635.56 feet with a 6° curve right, said curve having a central angle of $38^{\circ}08'$ to Station 590+56.02 which station is a point of tangent and also being a point of equation (590+56.02 BK. = 590+68.61 Ah);

THENCE North $67^{\circ}21'$ East on tangent 8833 feet, more or less, on tangent to Station 599+39.3 of said Highway Survey, which station is a point on the east boundary of said $NW\frac{1}{4}SE\frac{1}{4}$ and lying North $00^{\circ}11'$ East approximately 566 feet of the Southeast corner of said $NW\frac{1}{4}SE\frac{1}{4}$.

AND ALSO EXCEPT

A parcel of ground in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 2, Township 15 South, Range 12 E., B.M., Twin Falls County, Idaho, and more particularly described as follows:

BEGINNING at the Southeast corner of said Section 2 and using the recorded bearing of the South line of said Section 2 of North 89°24' West as basis of bearings;

THENCE North 37°30'30" West a distance of 794.09 feet to the TRUE POINT OF BEGINNING;

THENCE from said TRUE POINT OF BEGINNING North 58°35'14" West a distance of 208.71 feet;

THENCE North 31°24'46" East a distance of 208.71 feet;

THENCE South 58°35'14" East a distance of 208.71 feet;

THENCE South 31°24'46" West a distance of 208.71 feet to the TRUE POINT OF BEGINNING.

ALSO a 30-foot-wide road right of way centered on a connecting line from said TRUE POINT OF BEGINNING South 37°30'30" East a distance of 1547.93 feet to intersection with the centerline of the Rogerson-Three Creek Road.

Township 14 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 21: SE $\frac{1}{4}$; SW $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$

Section 22: SW $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$

Township 15 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 5: S $\frac{1}{2}$ SW $\frac{1}{4}$

Section 6: SE $\frac{1}{4}$ SE $\frac{1}{4}$; Lot 7

Section 7: ALL

Section 8: NW $\frac{1}{4}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$

Section 18: Lots 1, 2 and 4; E $\frac{1}{2}$ W $\frac{1}{2}$; W $\frac{1}{2}$ E $\frac{1}{2}$; E $\frac{1}{2}$ NE $\frac{1}{4}$

Section 19: Lots 1, 2, 3 and 4; E $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; W $\frac{1}{2}$ E $\frac{1}{2}$

Section 20: SE $\frac{1}{4}$

Section 21: NE $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$; SE $\frac{1}{4}$

Section 22: W $\frac{1}{2}$

Section 27: W $\frac{1}{2}$; W $\frac{1}{2}$ SE $\frac{1}{4}$

Section 28: SE $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 29: SW $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$

Section 30: Lots 1, 2, 3 and 4; SE $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$; NE $\frac{1}{4}$

Section 31: ALL

Section 33: N $\frac{1}{2}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$

Section 34: NW $\frac{1}{4}$; W $\frac{1}{2}$ SW $\frac{1}{4}$

Township 16 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 3: NW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 4: NE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 6: Lots 2, 3 and 4; E $\frac{1}{2}$ W $\frac{1}{2}$; E $\frac{1}{2}$

Section 7: Lots 1, 2, 3 and 4; E $\frac{1}{2}$ W $\frac{1}{2}$; W $\frac{1}{2}$ E $\frac{1}{2}$; E $\frac{1}{2}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$

SUBJECT TO: Twin Falls County Highway Right of Way

PARCEL NO. 2

A parcel of ground in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 2, Township 15 South, Range 12 E., B.M., Twin Falls County, Idaho, and more particularly described as follows:

BEGINNING at the Southeast corner of said Section 2 and using the recorded bearing of the South line of said Section 2 of North 89°24' West as basis of bearings;

THENCE North 37°30'30" West a distance of 794.09 feet to the TRUE POINT OF BEGINNING;

THENCE from said TRUE POINT OF BEGINNING North 58°35'14" West a distance of 208.71 feet;

THENCE North 31°24'46" East a distance of 208.71 feet;

THENCE South 58°35'14" East a distance of 208.71 feet;

THENCE South 31°24'46" West a distance of 208.71 feet to the TRUE POINT OF BEGINNING.

ALSO a 30-foot-wide road right of way centered on a connecting line from said TRUE POINT OF BEGINNING South 37°30'30" East a distance of 1547.93 feet to intersection with the centerline of the Rogerson-Three Creek Road.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and the Grantee's heirs and assigns forever. And the Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President and its Secretary.

Dated: December 2, 1999

SWAN LAND AND LIVESTOCK COMPANY, a Utah corporation

By: *George H. Swan*
GEORGE H. SWAN, President

BY: *Katherine Swan-Jones*
KATHERINE SWAN-JONES, Secretary

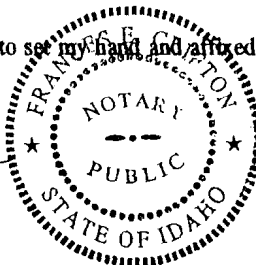
* * * * *

STATE OF IDAHO
County of Twin Falls

On this 3rd day of December, 1999, before me, the undersigned, Notary Public in and for said State, personally appeared GEORGE H. SWAN, known to me to be the President, and KATHERINE SWAN-JONES, known to be the Secretary, of the corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Francis E. Crighton
Notary Public for Idaho
Residing at: Twin Falls
My Commission expires: 01-20-2004



2436
RERECORDED TO CORRECT LEGAL
RERECORDED TO CORRECT SCRIVENER ERROR
230604 12/28/99

FILED - RECORDED
DEC - 6 PM 3:11

42118fc
TitleFact, Inc.
163 Fourth Avenue North
P.O. Box 486
Twin Falls, Idaho 83303

BY: *Cal*
RECEIVED

FEB 09 2000
Department of Water Resources
Southern Region

**** SPACE ABOVE FOR RECORDER ****

CORPORATION WARRANTY DEED

FOR VALUE RECEIVED SWAN LAND AND LIVESTOCK COMPANY, a Utah corporation, a corporation duly organized and existing under the laws of the state of Idaho, grantor, does hereby Grant, Bargain, Sell and Convey unto ASLETT RANCHES PARTNERSHIP, Grantee, whose address is: Box B, Twin Falls, Idaho 83303, the following described real estate, situated in Owyhee County, Idaho, to-wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and the Grantee's heirs and assigns forever. And the Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President and its Secretary.

Dated: December 3, 1999

SWAN LAND AND LIVESTOCK COMPANY, a Utah corporation
By: *George H. Swan* BY: *Katherine Swan-Jones*
GEORGE H. SWAN, President KATHERINE SWAN-JONES, Secretary

* * * * *

STATE OF IDAHO
County of Twin Falls

On this 3rd day of December, 1999, before me, the undersigned, Notary Public in and for said State, personally appeared GEORGE H. SWAN, known to me to be the President, and KATHERINE SWAN-JONES, known to be the Secretary of the corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Francis E. Clifton
Notary Public for Idaho
Residing at: Twin Falls
My Commission expires: 01-20-2004



Exhibit "A"

In Township 13 South, Range 10 East, Boise Meridian, Owyhee County, Idaho.

Section 26: ^{W1/2}~~W1/4~~ SE1/4 NE1/4

In Township 13 South, Range 11 East, Boise Meridian, Owyhee County, Idaho.

Section 31: Lots 1, 2 and 3, E1/2 W1/2

In Township 14 South, Range 11 East, Boise Meridian, Owyhee County, Idaho.

Section 2: S1/2

Section 3: W1/2

Section 4: All

Section 5: W1/2

Section 6: Lots 3, 5, 6 and 7, SE1/4 NW1/4, E1/2 SW1/4

Section 8: E1/2 NW1/4, SW1/4, W1/2 SE1/4

Section 10: All

Section 11: S1/2

Section 15: All

Section 17: S1/2 S1/2

Section 20: N1/2 N1/2

Section 21: N1/2

Section 22: N1/2

Section 28: N1/2

Section 29: W1/2

In Township 15 South, Range 11 East, Boise Meridian, Owyhee County, Idaho.

Section 2: N1/2 SW1/4, SE1/4 SW1/4, SW1/4 SE1/4

CORRECTION

¹⁵
In Township ~~16~~ South, Range 12 East, Boise Meridian, Owyhee County, Idaho.

Section 29: W1/2 SW1/4

EXCEPTING LESS the following described parcel:

A strip of land 60 feet wide, 30 feet on either side of the center line of a center line survey, said center line being situate and running as follows:

BEGINNING at the Southwest corner of the Southwest Quarter of the Northwest Quarter, Section 29, Township 15 South, Range 12 East, Boise Meridian, Owyhee County, Idaho; thence

South 0° 04' West a distance of 281.46 feet, to a point being station 236+37.86 of said center line survey, and said point being the REAL POINT OF BEGINNING; thence

North 69° 10' East a distance of 646.17 feet to a point being station 242+84.03 of said center line survey, the point of commencement of a 14° curve having a delta angle of 57° 28' to the left; thence around said curve for a distance of 101.82 feet to a point being station 243+85.85 of said center line survey.

Section 30: SE1/4 SE1/4

Section 31: NE1/4 NE1/4

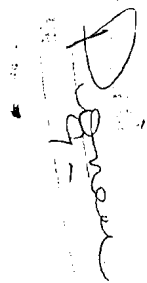
Section 32: NW1/4, E1/2 SW1/4, SW1/4 SE1/4

In Township 16 South, Range 12 East, Boise Meridian, Owyhee County, Idaho.

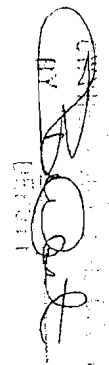
Section 5: N1/2 NE1/4, SE1/4 NE1/4

EXCEPTING from said property described above:

Any right, title, or interest in any minerals, minerals rights or related matters including but not limited to oil, gas, coal and other hydrocarbon, whether or not shown by the public records.



230909



FILED - RECORDED
99 DEC 28 PM 4:22

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: A47-00030

Date Received: 1/11/89

Receipt No: 5005870

Received By: AD

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: SWAN LAND & LIVESTOCK COMPANY 208-857-2235
Address: HOUSE CREEK RANCH
ROGERSON, ID 83302

2. Date of Priority: MAY 01, 1898

3. Source: HOUSE CREEK Trib. to: CEDAR CREEK
LITTLE HOUSE CREEK HOUSE CREEK
CAUDLE SPRING CREEK HOUSE CREEK
STEELE SPRING CREEK HOUSE CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
15S	12E	11	SW	NE	SE		TWIN FALLS
		12	SE	NE	SW		TWIN FALLS
			NW	SW	SE		TWIN FALLS
			SE	SW	SE		TWIN FALLS
		13	NE	NE	NW		TWIN FALLS
	13E	18	SW	NW	NW	1	TWIN FALLS
			SW	SE	NW		TWIN FALLS
			SW	NW	SE		TWIN FALLS
		19	NE	NE	NW		TWIN FALLS
			SE	NE	NW		TWIN FALLS

5. Description of diverting works:
MULTIPLE CHECK DAMS & EARTHEN DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	2.400		

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

8. Total consumptive use is 1372.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
15S	12E	1	SE		NW		IRR	3.0
			NE		SW		IRR	18.0
			NW		SW		IRR	8.0
			SW		SW		IRR	25.0
			SE		SW		IRR	19.0
							Section Acres	73.0
		2	SE		SE		IRR	20.0
							Section Acres	20.0
		11	NE		NE		IRR	22.0
			SE		NE		IRR	38.0
			NE		SE		IRR	34.0
							Section Acres	94.0
		12	SW		NE		IRR	13.0
			NE		NW		IRR	34.0
			NW		NW		IRR	39.0
			SW		NW		IRR	40.0
			SE		NW		IRR	40.0
			NE		SW		IRR	40.0
			NW		SW		IRR	35.0
			SW		SW		IRR	6.0
			SE		SW		IRR	39.0
			NE		SE		IRR	1.0
			NW		SE		IRR	34.0
			SW		SE		IRR	36.0
			SE		SE		IRR	20.0
							Section Acres	377.0
		13	NE		NE		IRR	18.0
			NW		NE		IRR	2.0
			NE		NW		IRR	9.0
							Section Acres	29.0
	13E	18	SW		NE		IRR	3.0

10. Place of Use: Continued

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
15S	13E	18	NW		NW	1	IRR	20.0
			SW		NW	2	IRR	17.0
			SE		NW		IRR	16.0
			NE		SW		IRR	20.0
			SE		SW		IRR	8.0
			NW		SE		IRR	5.0
							Section Acres	89.0
		19	NE		NW		IRR	4.0
							Section Acres	4.0
							Total Acres	686.0

11. Place of use in counties: TWIN FALLS

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

13. Other Water Rights Used:
A47-00040,00041,00030,00026 & 11491

14. Remarks:

15. Basis of Claim: DECREED
Case Number:
Court :
Decree date:

IRA BRACKETT ET AL
Decree Plaintiff

vs

THE CEDAR CANAL CO. ET AL
Decree 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 Organizations:

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

SWAN LAND & LIVESTOCK CO, that I have signed the foregoing Organization

document in the space below as PRESIDENT of _____ Title

SWAN LAND & LIVESTOCK CO and that the statements contained in the Organization

foregoing document are true and correct.

Serge H. Swan
Signature of Authorized Agent

PRES. SWAN LAND & LIVESTOCK CO
Title and Organization

1/11/89
Date

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this 11 day

of January 19 89

Katherine L. Jones
Notary Public

Seal

Residing at Iron Falls, Idaho

My Commission Expires 6-18-91

12/09/2006

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

RIGHT NUMBER: 47-30

NAME AND ADDRESS: ASLETT RANCHES PARTNERSHIP
PO BOX B
TWIN FALLS ID 83303-0015

SOURCE: HOUSE CREEK
LITTLE HOUSE CREEK
UNNAMED STREAM

TRIBUTARY: CEDAR CREEK
TRIBUTARY: HOUSE CREEK
TRIBUTARY: HOUSE CREEK

QUANTITY: 2.400 CFS

PRIORITY DATE: 05/01/1898

POINT OF DIVERSION:

T15S R12E S11 SWNESE Within TWIN FALLS County
T15S R12E S12 NWSWSE Within TWIN FALLS County
T15S R12E S12 SESWSE Within TWIN FALLS County
T15S R12E S13 NENENW Within TWIN FALLS County
T15S R13E S18 SWNNWN Lot 1 Within TWIN FALLS County
T15S R13E S18 SWSSENW Within TWIN FALLS County
T15S R13E S18 SWSSENW Within TWIN FALLS County
T15S R13E S18 NWNWSE Within TWIN FALLS County
T15S R13E S18 SENWSE Within TWIN FALLS County
T15S R13E S19 NENENW Within TWIN FALLS County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	2.400 CFS

PLACE OF USE: IRRIGATION in TWIN FALLS County

T15S R12E S01	NESW	8.00	T15S R12E S01	NWSW	2.80
T15S R12E S01	SWSW	19.00	T15S R12E S01	SESW	19.00
T15S R12E S02	SWSE	0.80	T15S R12E S02	SESE	18.00
T15S R12E S11	NENE	25.00	T15S R12E S11	SENE	38.00
T15S R12E S11	NESE	31.00	T15S R12E S12	SWNE	12.00
T15S R12E S12	NENW	32.00	T15S R12E S12	NWNW	38.00
T15S R12E S12	SWNW	40.00	T15S R12E S12	SENW	40.00
T15S R12E S12	NESW	40.00	T15S R12E S12	NWSW	38.00
T15S R12E S12	SESW	30.00	T15S R12E S12	NESE	1.90
T15S R12E S12	NWSE	36.00	T15S R12E S12	SWSE	36.00
T15S R12E S12	SESE	22.00	T15S R12E S13	NENE	20.00
T15S R12E S13	NWNE	2.10	T15S R12E S13	NENW	5.00
T15S R13E S18	SWNE	3.30	T15S R13E S18 Lot 1	NWNW	16.00
T15S R13E S18 Lot 2	SWNW	17.00	T15S R13E S18	SENW	11.00
T15S R13E S18	NESW	13.00	T15S R13E S18	SESW	8.90
T15S R13E S18	NWSE	4.40			

628.2 ACRES TOTAL

This right is limited to the irrigation of 124.5 acres within the place of use described above in a single irrigation season.

The rights listed below are limited to the irrigation of a combined total of 628.2 acres in a single irrigation season. Combined Right Nos.: 47-26, 47-30, 47-40, 47-41, 47-11491, and 47-17417.

12/09/2006

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

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.

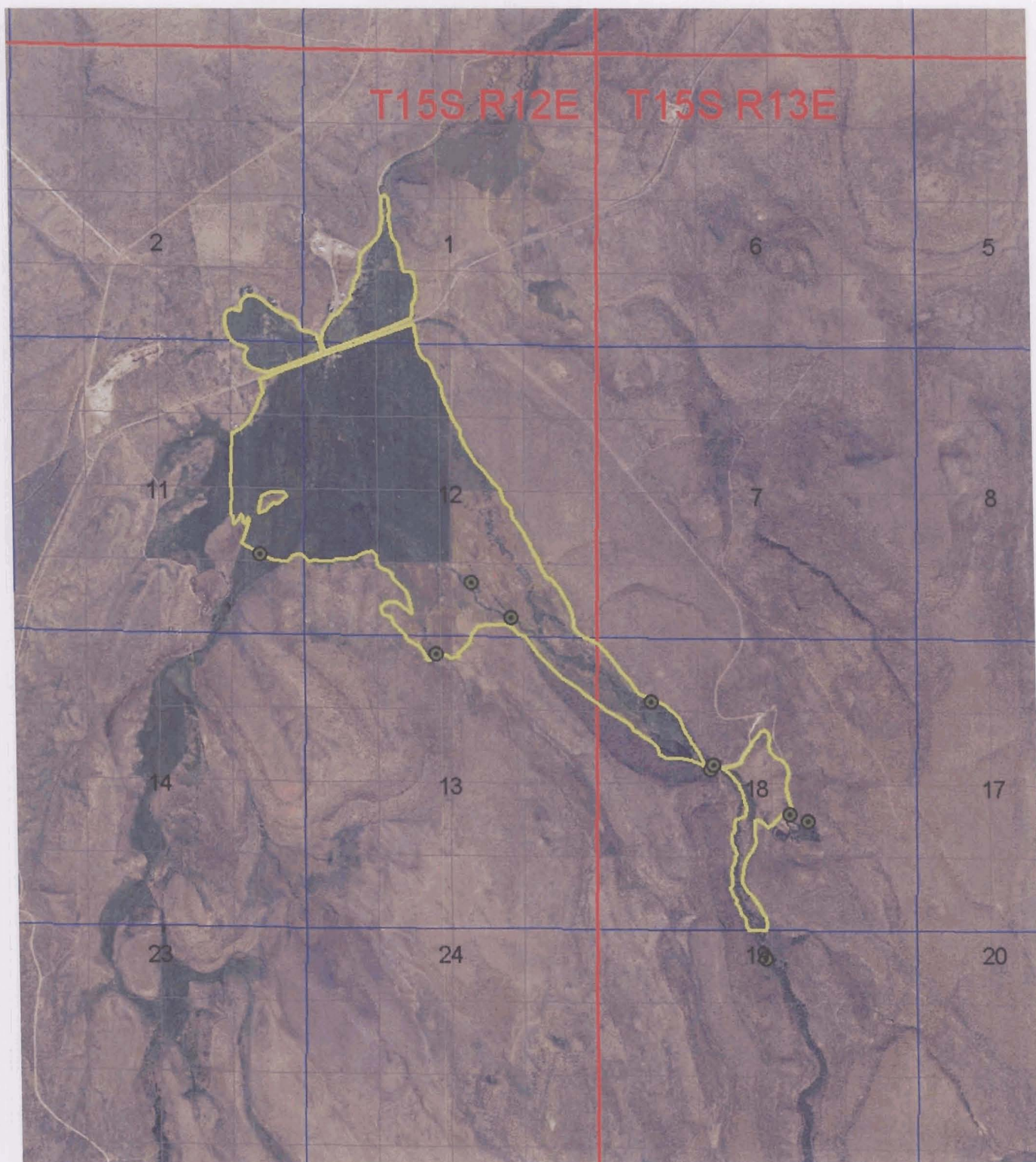
EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

Source for the point of diversion in Twp 15S, Rng 13E, Sec 18, SENWSE is also known as Steele Spring Creek.

Source for the point of diversion in Twp 15S, Rng 13E, Sec 18, NWNWSE is also known as Steele Spring Creek.

IDAHO DEPARTMENT OF WATER RESOURCES

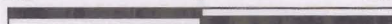
Water Right Claim Number: 47-30



LEGEND

-  POU
-  POD
-  Township Boundaries
-  Sections
-  GCDB

2640 0 2640 Feet



GIS PLACE OF USE PRESENTATION
PHOTOGRAPHY: 2004 NAIP
DATA ENTRY: 12/06/2006
TARA D BAKER

System 1	47-32	23.4 ac	1.20 cb
	- 38	90 ac	2.00 cb

System 2	47-26	$\left(\begin{array}{l} \text{found A} = 35 \text{ ac} \\ \text{B} = 28 \text{ ac} \end{array} \right)$	total	Rate
	- 30		63 ac	1.84
	- 40		124.5 ac	2.40 cb
	- 41		80 ac	1.60 cb
	- 11491		70 ac	1.40 cb
			<u>31.4 ac</u>	<u>1.63 cb</u>
		subtot	<u>368.9 ac</u>	<u>7.87 cb</u>
	17417	*	<u>259.3</u>	<u>* 5.19 cb</u>
	total		<u><u>628.2 ac</u></u>	<u><u>13.06 cb</u></u>

found P/u = 628.2 ac

$- \frac{368.9 \text{ ac}}{* 259.3 \text{ ac} * .02 = * \underline{\underline{5.19 \text{ cb}}}}$

110
12 7

1
54.81

2
54.84

U. S.

3
54.86

JOHN P. HAWES

4
54.89

12 7
13 18

1
54.87

HOUSE CREEK

2
54.82

JOHN P. HAWES

J. P. HAWES (L)

3
54.76

4
54.71

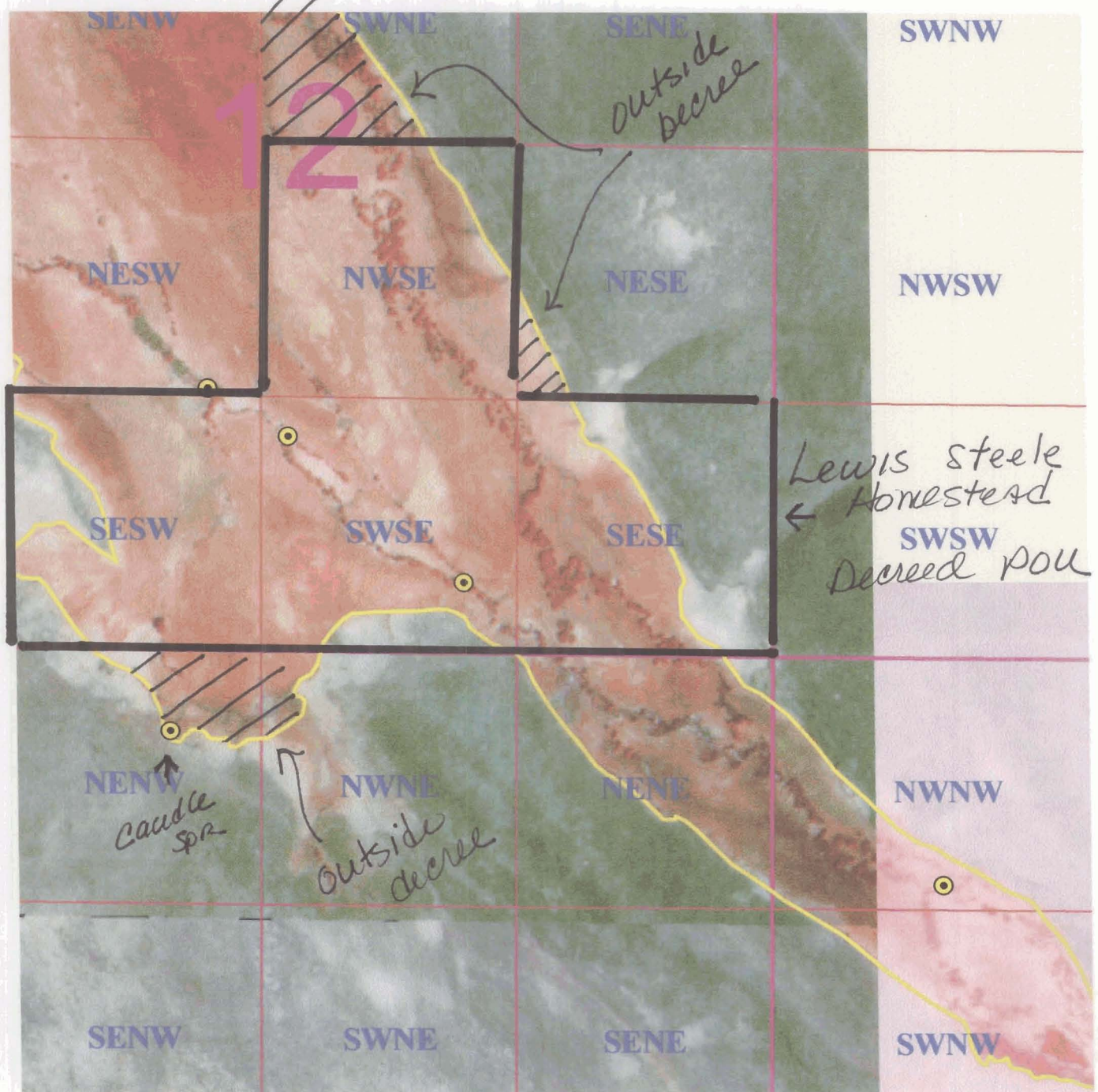
13 18

1950 Photo

47-030

Water Right Claim Number ~~47-00004~~
Townships, 15S12E, 15S13E

03/12/2001
See 47-00026



500 0 500 1000 Feet

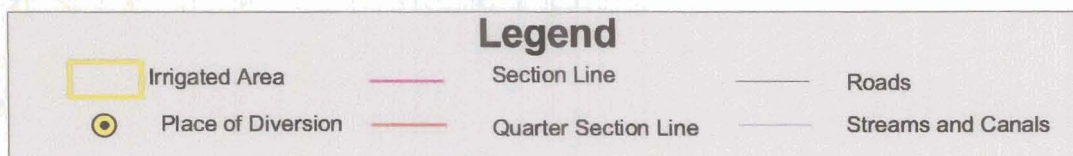
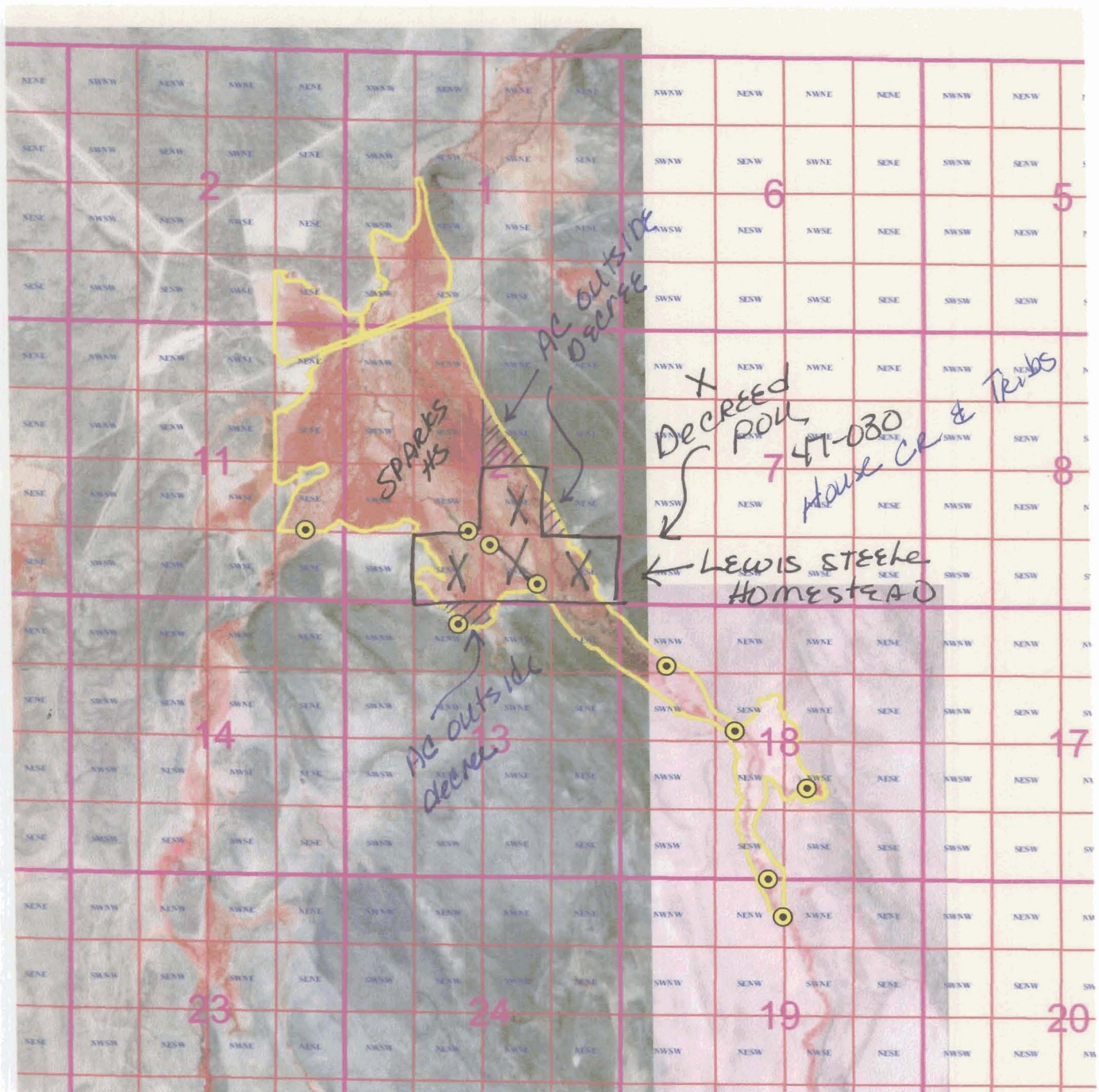


125 AC IN DECREEED POW
21 AC OUTSIDE DECREEED POW

SPATIAL
DYNAMICS

Water Right Claim Number 47-00030
Townships , 15S12E, 15S13E

03/09/2001
See 47-00026



2000 0 2000 4000 Feet



SPATIAL
DYNAMICS

125 AC in decreed POW
21 AC outside decreed POW

Accession/Serial #: IDIDAA 000764 **BLM Serial #:** IDIDAA 000764**Note:** This record has not been checked against the Legal Land Patent. We don't have an electronic image for this document.**Names****Patentee:** LOUIS L STEELE**Survey****State:** IDAHO**Acres:** 160**Metes/Bounds:** No**Title Transfer****Issue Date:** 8/16/1904**Land Office:** Idaho**Cancelled:** No**U.S. Reservations:** Yes**Mineral Reservations:** No**Authority:** May 20, 1862: Homestead EntryOriginal (12 Stat. 392)**Document Numbers****Document Nr.:** 1198**Accession/Serial Nr.:** IDIDAA 000764**BLM Serial Nr.:** IDIDAA 000764

Aliquot Parts	Sec./ Block	Township	Range	Fract. Section	Meridian	State	Counties	Survey Nr.
W½SE	12/	15-S	12-E	No	Boise	ID	Twin Falls	
SESW	12/	15-S	12-E	No	Boise	ID	Twin Falls	
SESE	12/	15-S	12-E	No	Boise	ID	Twin Falls	

DECREE
IRA BRACKETT -V- CEDAR CANAL COMPANY
CASE #705 SIGNED JANUARY 3, 1914

Fourteen, in Township 15 South of Range Twelve East of the Boise Meridian,
and that priority of said appropriation date from the 1st day of May, ¹⁹⁰⁴ ~~1894~~.

✓ 47 0028 4. That said plaintiff George Reynolds have and enjoy the right
to use for stock and domestic purposes, and for the irrigation of a
certain tract of land situated in Twin Falls County, State of Idaho, and
described as follows, to-wit: Lots three, four, five, and six, in Section
18; and Lots one and two, in Section 19, in Township 14 South of Range
14 East of the Boise Meridian, and the East half of the Southeast quarter
of Section 13, in Township 14 South of Range 13 East of the Boise Meridian,
two and twenty-fiftieths cubic feet per second of time of the flow of the
waters of said Cedar Creek, and that priority of said appropriation date
from the 1st day of May, 1897.

✓ 47 0029 5. That plaintiff Mary Persons having the right to use and
enjoy forty-fiftieths cubic feet per second of time of the flow of the
waters of said Cedar Creek for stock and domestic purposes, and for the
irrigation of a certain tract of land situated in Twin Falls County,
State of Idaho, and described as follows, to-wit: The East half of the
Northeast quarter and the Southwest quarter of the Northwest quarter,
and the Northwest quarter of the Southeast quarter of Section 27; and the
Southeast quarter of the Southeast quarter of Section 22, Township 14
South, Range 13 East of the Boise Meridian, and that priority of said
appropriation date from the 1st day of May, 1906.

✓ 47 0030 6. That plaintiff Lewis Steele have and enjoy the right to use
two and twenty-fiftieths cubic feet per second of time of the flow of the
waters of House Creek and its tributaries for stock and domestic purposes,
and for the irrigation of a certain tract of land situated in Twin Falls
County, State of Idaho, and described as follows, to-wit: The South half
of the Southeast quarter and Northwest quarter of Southeast quarter; and
Southeast quarter of the Southwest quarter of Section 12 in Township 15
South of Range 12 East of the Boise Meridian, and that priority of said
appropriation date from the 1st day of May, 1898.

Transf 222

47 0031 7. That plaintiff J. F. Clark have and enjoy the right to use
two and twenty-fiftieths cubic feet per second of time of the flow of the