



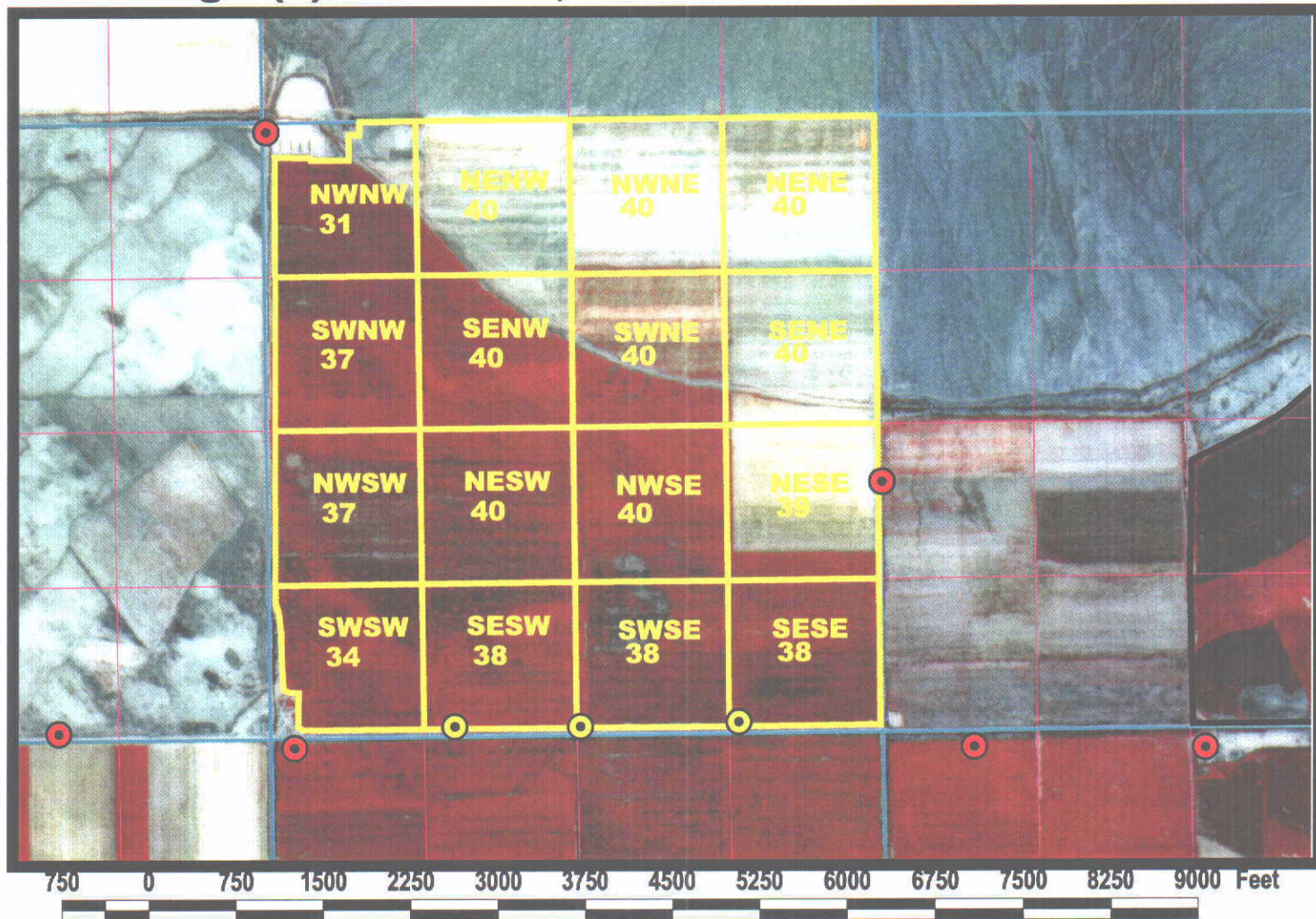
STATE OF IDAHO

Department of Water Resources

Eastern Region

Claimant: Allen Farms Inc

Water Right(s): 33-07173, 33-07175



LEGEND



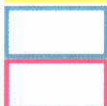
Point of Diversion- GW



Point of Diversion- SW

SESE

Place of Use



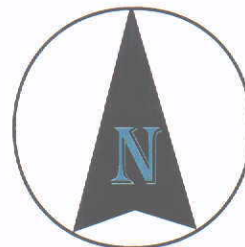
Section Line



Quarter-section line

**Place(s) of Use: T.6N., R.29E.
Section 16 (all)**

**Point(s) of Diversion: T.6N., R.29E.
Sec. 16 SWSESE (33-07173)
Sec. 16 SWSESW, SWSWSE (33-07175)**



GIS Place of Use Illustration
1987/1988 NAPP photography
Prepared by: A. Ruberry
Date: December 1999



**Eastern Idaho
Agricultural Credit Association**

Idaho Falls Office
P.O. Box 50618 - 455 Constitution Way
Idaho Falls, Idaho 83405-0618
208/522-1547
1-800-632-8816

April 24, 1995

Norm Allen,
Allen Farms, Inc.
Star Route, Box 1057
Howe, ID 83244

Dear Norm,

Please find enclosed the original water right licenses which have now been issued to replace your permits. You will notice, as I did, that the water rights have been issued to Eastern Idaho Agricultural Credit Association. I called Shelley Walter Keen, Water Rights Supervisor, and he has informed me that the water rights, as licenses, are tied to the ground, and that the name on the certificates are based on the assignment of the permits. He said that there should be no cause for concern, or reason to re-issue the licenses.

If you have any questions about these licenses, you may contact Mr. Keen at 327-7900 in Boise. I have enclosed a copy of his letters, and the original water licenses. Please call me if you have any questions for me.

Sincerely,

Jim Chase
Assistant Manager
EIACA Idaho Falls Office



J. R. SIMPLOT COMPANY ONE CAPITAL CENTER 999 MAIN STREET SUITE 1300
P.O. BOX 27 BOISE, IDAHO 83707 (208) 336-2110 TELEX 368432

CORPORATE HEADQUARTERS

January 6, 1992

Mr. and Mrs. Norman Allen
Allen Farms Inc.
Star Route Box 57
Howe, ID 83244

RE: August 14, 1974 Mortgage

Dear Mr. and Mrs. Allen:

I have enclosed a Certificate of Release, Discharge and Satisfaction of Mortgage for your recordation. I wish to apologize for the delay in getting this document to you.

If you have any questions or I can be of any further assistance, please don't hesitate to contact me.

Sincerely,

GRAY YOUNG
Assistant General Counsel

4492v

Enclosure

CERTIFICATE OF RELEASE, DISCHARGE AND SATISFACTION OF MORTGAGE

J. R. SIMPLOT COMPANY, a Nevada corporation, as successor by merger dated February 28, 1985, to SIMPLOT INDUSTRIES, INC., with its principal place of business at 999 Main Street, City of Boise, County of Ada, State of Idaho ("Mortgagee"), does hereby certify that a certain Mortgage, dated August 14, 1974, made and executed by NORMAN G. ALLEN and BETTY D. ALLEN, husband and wife of Arco, County of Butte, State of Idaho ("Mortgagor"), to Mortgagee, covering the following described premises situated in Butte County, Idaho:

Township 6 North, Range 29 East, Boise Meridian:

Section 16: All, subject to easements, reservations and restrictions of record.

Together with the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

and recorded August 14, 1974, in the County of Butte, State of Idaho, as Filing No. M-3579, is fully paid and satisfied.

The above-described Mortgage is hereby fully released, terminated and discharged and the Butte County Recorder is authorized to discharge the same in accordance with the applicable laws of the State of Idaho.

IN WITNESS WHEREOF, Mortgagee has caused this instrument to be executed in its corporation name by its President this 6th day of January 1992.

J. R. SIMPLOT COMPANY

By Gordon C. Smith
GORDON C. SMITH, President

ATTEST:

Ronald N. Graves
RONALD N. GRAVES, Secretary

STATE OF IDAHO)
County of Ada) ss.

25576
No. ~~FILED~~
JAN 15 1992
A.M. 3:15 P.M.
BUTTE COUNTY RECORDER
John G. Farmer

On this 6th day of January, 1992, before me, a Notary Public in and for said State, personally appeared GORDON C. SMITH and RONALD N. GRAVES, the President and Secretary, respectively, of the corporation that executed the foregoing instrument 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.



Kellie Eason
Notary Public for Idaho
Residing at: Boise, Idaho
My Commission Expires: 10-13-92

May 27, 1976

Mr. Ronald N. Graves
Simplot Industries, Inc.
P.O. Box 2777
Boise, Idaho

Re: Norman G. Allen - Purchase
of Pumps and Wells

Dear Mr. Graves:

As we indicated by telephone earlier this week, Mr. Allen, who purchased the section from Simplot Industries two years ago is interested in purchasing two of the surplus wells, as and when they become available. He has discussed this with Mr. Simplot, but no firm agreement was made.

If these do become available for purchase, Mr. Allen would be interested in purchasing

#7 - located about one-eighth mile west of the SE corner of Section 16, the section which he purchased (License # 33-2054, so far as we can establish)

#4 - located hear the southeast corner of Section 17 (License No. 33-2053 (?)).

In addition, Mr. Gary Harrell is interested in purchasing #1, located hear the SW corner of Section 17 (also License No. 33-2053 (?)). If these wells are not presently available for purchase, Mr. Allen and Mr. Harrell would like to lease the wells and pumps for a reasonable period, 5 years. Mr. Allen leased #7 last year, through Mr. Simplot, for \$300.00. He would not need #4 until next year.

We would appreciate it if you would check and let us know the status of the wells, and whether they will be leased, sold 1977 or otherwise available, this year.

Very truly yours,

Manager of
Simplot Farms
Howe, Idaho

WILLIAM G. CARLSON

WGC/11

cc: Mr. Norman Allen, Howe, Idaho 83244
Mr. Gary Harrell, Howe, Idaho 83244

C
O
P
Y

Simplot
#11

#11 Canal plowed in 1978 we acquired well #4 or #11



THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

RECEIVED OF: Boise, ID March 27, 19 74

NORMAN G. ALLEN and BETTY D. ALLEN, husband and wife,

herein called "Buyer," the sum of Five Thousand (\$ 5,000.00) Dollars
in the form of Check paid to the broker as earnest money and in part payment of the purchase price for the following property
situate in Butte County, Idaho See Schedule "A"

(If more space is needed, continue on reverse side.)

Buyer hereby offers to purchase the above described property in its present condition, after full inspection, on the terms and conditions herein provided for; and agrees to give the seller 1 days, from this date, to accept said terms and conditions during which time this offer shall not be revokable.

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

None

The total purchase price is:

One Hundred Ninety-Two Thousand (\$ 192,000.00) Dollars

and after deducting the sum hereinbefore receipted for the balance shall be payable as follows:

See Schedule "B"

agrees

(If more space is needed, continue on reverse side.)

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

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

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

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

All taxes, rents, insurance premiums and interest shall be prorated as of possession date, which shall be on or before March 27, 19 74

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

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

Broker: None BUYER: [Signature] (Address)

By: [Signature] BUYER: [Signature] Phone: 767-2652

SELLER ACCEPTS the foregoing terms and conditions and agrees to sell the above property to Buyer and to pay the Broker's commission None which the Broker shall have the right to retain from

the proceeds of this sale. In the event the earnest money receipted for in connection with this sale is forfeited, Seller agrees that one-half thereof shall be retained by the broker, provided the amount to the broker does not exceed the agreed upon commission due, and the balance shall be paid to the undersigned Seller.

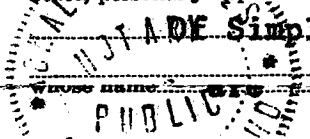
Dated March 27, 19 74 SELLER: SIMPLIOT INDUSTRIES, INC.

STATE OF Idaho, COUNTY OF Ada SS. SELLER: Its

On this 27th day of March, 19 74, before me, a Notary Public and for said State, personally appeared Norman G. Allen and J. R. Simplot, Chairman of the Board

Simplet Industries, Inc.

known to me to be the person



SCHEDULE "A"

Section 16, Township 6 North, Range 29 East, Boise Meridian, subject to all easements, restrictions and reservations in deeds and patents and excepting and reserving unto the Seller, its successors and assigns, the existing irrigation canal situated near the South boundary line of said property together with an easement 15 feet on each side of the center line of said canal for the location of same and the right of ingress and egress to maintain, repair, replace and restore said canal together with an easement for the existing Well No. 11 of the Seller together with the pump and motor situated thereon located in the Southeast corner of said real property together with an easement for ingress and egress to said well and the right to repair, maintain and replace said well and pump.

Seller will grant Buyer right of first refusal on remaining wells owned by buyer in Section 16. Easement for canal reserved by Seller shall revert to Buyer in the event canal is abandoned by Seller for four (4) consecutive years.

Canal plowed in March 1978

Upon payment of the unpaid balance of the down payment, to-wit, the sum of \$35,000.00, Seller agrees to deed to Buyer five (5) acres situated in the Southwest corner of said property free and clear of Seller's mortgage hereinafter described in Schedule "B". In the event of Buyer's default under this agreement or the mortgages hereinafter described in Schedule "B", Seller shall have the option to purchase from Buyer at the appraised fair market value, the house Buyer intends to build on said five acre parcel.

It is understood and agreed that Buyer is obtaining from Seller only two irrigation wells, those being the two most westerly wells in Section 16, together with the production therefrom, and that Seller is reserving all other irrigation wells on said property and all water and water rights necessary to irrigate Sellers remaining lands in Townships 5 and 6 North, Range 29 East.

SCHEDULE "B"

The sum of \$5,000.00 upon execution of this agreement;

The sum of \$35,000.00 within ninety (90) days of this agreement;

The balance of \$152,000.00, as follows:

Alternative No. 1. Buyer agrees to apply for a loan in the maximum amount from Federal Land Bank, Farmers Home Administration or alternative source, the proceeds of which loan shall be payable to Seller; the balance remaining, if any, shall be payable in ten (10) equal annual payments including principal and interest at Eight and One-Half percent (8½%) per annum, the first of which payments shall be due and payable on the 1st day of January, 1975, and a like payment shall be due on the 1st day of January in each year thereafter until the entire balance of principal and interest is paid in full. Buyer shall have six (6) months from date of agreement to secure the loan referred to in this alternative and Buyer shall extend his best efforts, in good faith, to secure said loan.

Alternative No. 2. In the event Buyer is unable to secure a loan pursuant to Alternative No. 1, then in that event, the balance of \$152,000.00 shall be payable to seller in twenty (20) equal annual payments of principal and interest at Eight and One-Half percent (8½%) per annum, payable on January in each year, beginning January 1, 1975.

In any event, said deferred payments shall be evidenced by promissory notes, executed by Buyer, and such notes shall be secured by a real estate mortgage on the property described herein except the five acre parcel described as "House Lot" in Schedule "A". If a loan is secured, pursuant to Alternative No. 1, such mortgage may be subordinate and inferior to a first mortgage given to such lender. If Alternative No. 2 is effective, the mortgage shall be a first mortgage on all this real property described herein except that described as "House Lot".

FEES Due \$50.00 (claim)
\$315.00 (\$1/acre)
\$365.00

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: A33-07173
Date Received: 12/14/1999
Receipt No: _____
Received By: _____

Allen 12/14/99
**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name: **ALLEN FARMS INC** 208-767-3430
Address: **BOX 1072**
HOWE ID 83244

2. Date of Priority: **MAY 29, 1985**

3. Source: **GROUNDWATER** Trib. to:

4. Point of Diversion:

"R" *Done*
CIB

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
06N	29E	16	SW	SE	SE		BUTTE

5. Description of diverting works:
WELL/PUMP TO MAINLINE AND SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/15	10/15	4.070		1102.50

7. Total Quantity Appropriated is:
4.070 C.F.S. (and/or) 1102.50 A.F.A.

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

9. Non-irrigation uses:

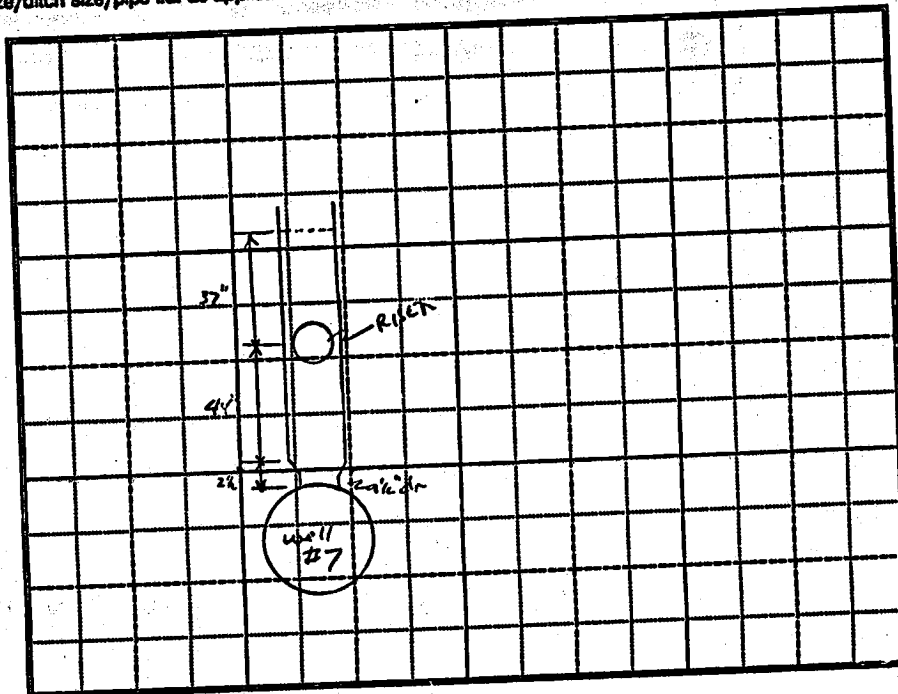
10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06N	29E	16	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0
			NE	SE		IRR	39.0

Recommended Re Claim/Lis - Allen

[illegible]

3. Delivery System Diagram: Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable.



Scale 1" = _____

____ Copy of USGS 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)

____ Photo of Diversion and System Attached

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
Well #7	GE	150	DRJ411111	Fairbanks-Morse	P234860

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

D. FLOW MEASUREMENTS

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date

2. Measurements: Theoretical capacity + actual Pump test

E. NARRATIVE/REMARKS/COMMENTS

Well #7, pump, motor, mainline to wheel line with sprinklers

Have conditions of permit approval been met? ☒ yes ☐ no

Measured Method:

See attached Page 07 4.07

SEE: Recommended Amendments
about reduction to $Q=3.00$ ft

1. Volume Calculations for Irrigation:

Volume Calculations for Irrigation:

$$V_{IR} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = 315 (3.5) = 1102.5$$

$$V_{DR} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = 9.07 (183) (1.9835) = 1477.3$$

$$V = \text{Smaller of } V_{IR} \text{ and } V_{DR} = 1102.5$$

1. Recommended Amounts

Recommended Amounts				
Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Annual Volume V (ata)
	From	To		
Irrigation	4/15	10/15	4.07 cfs	1102.50 af
		Totals:	4.07 cfs	1102.50 af

☐ 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

3.00cts & 1088.9da if additional fee not paid.

Field Examiner's Name KEITH C WILSON Date 22 July 94

Reviewer J. C. Jones Date 1-9-95

SEAR

Theoretical Capacity System #7

Assume: 112 dynamic pumping depth from Utah Power pump test
.50 psi

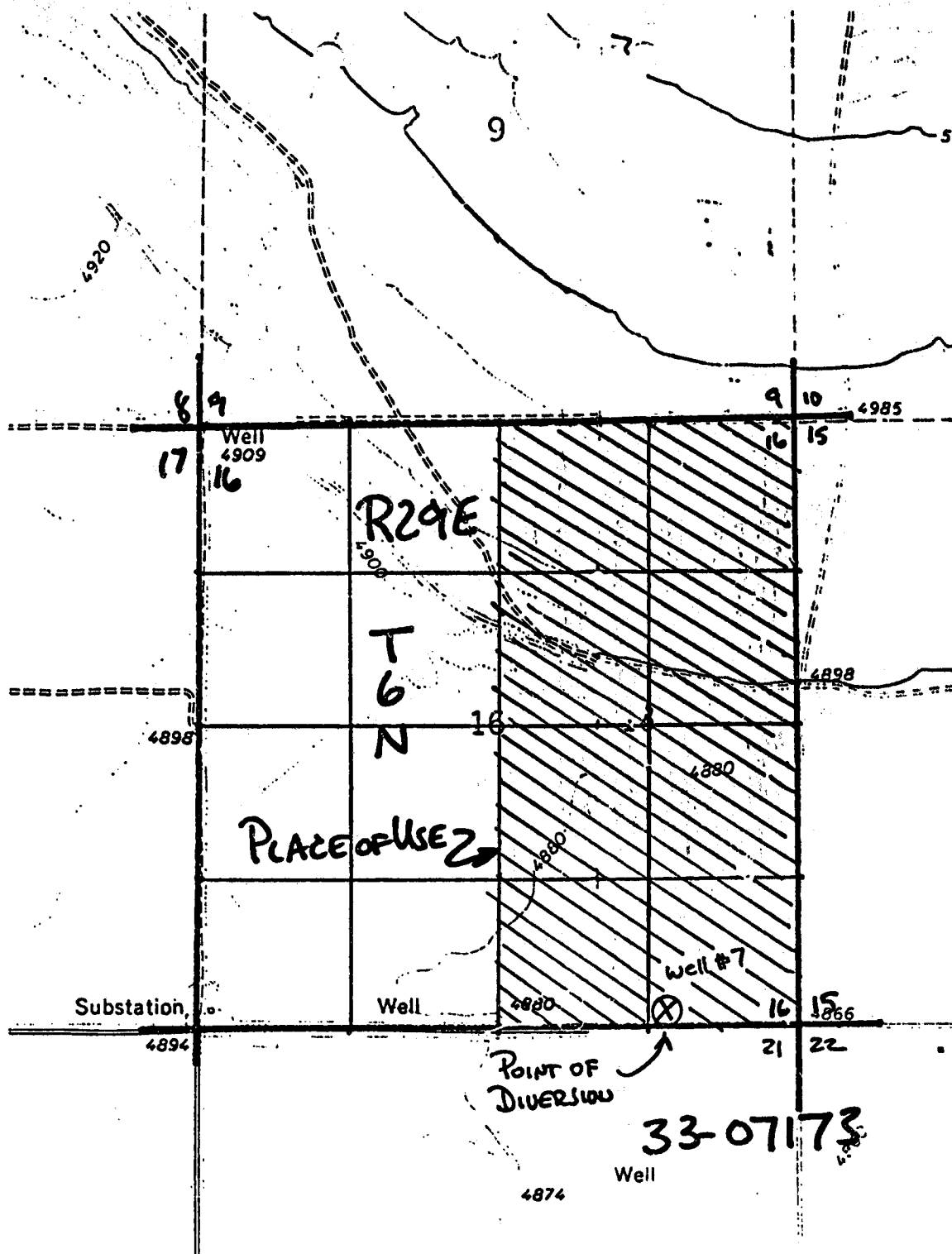
$$Q = \frac{h_o (b \cdot f_{10}) (eff)}{Lift + (PSI \times 2.306)} = \frac{150 (b \cdot f_{10}) (6.7)}{112 + (50 \times 2.306)} = 4.069 \text{ or } 4.07 \text{ cfs}$$

Pump Test read 3.99 cfs

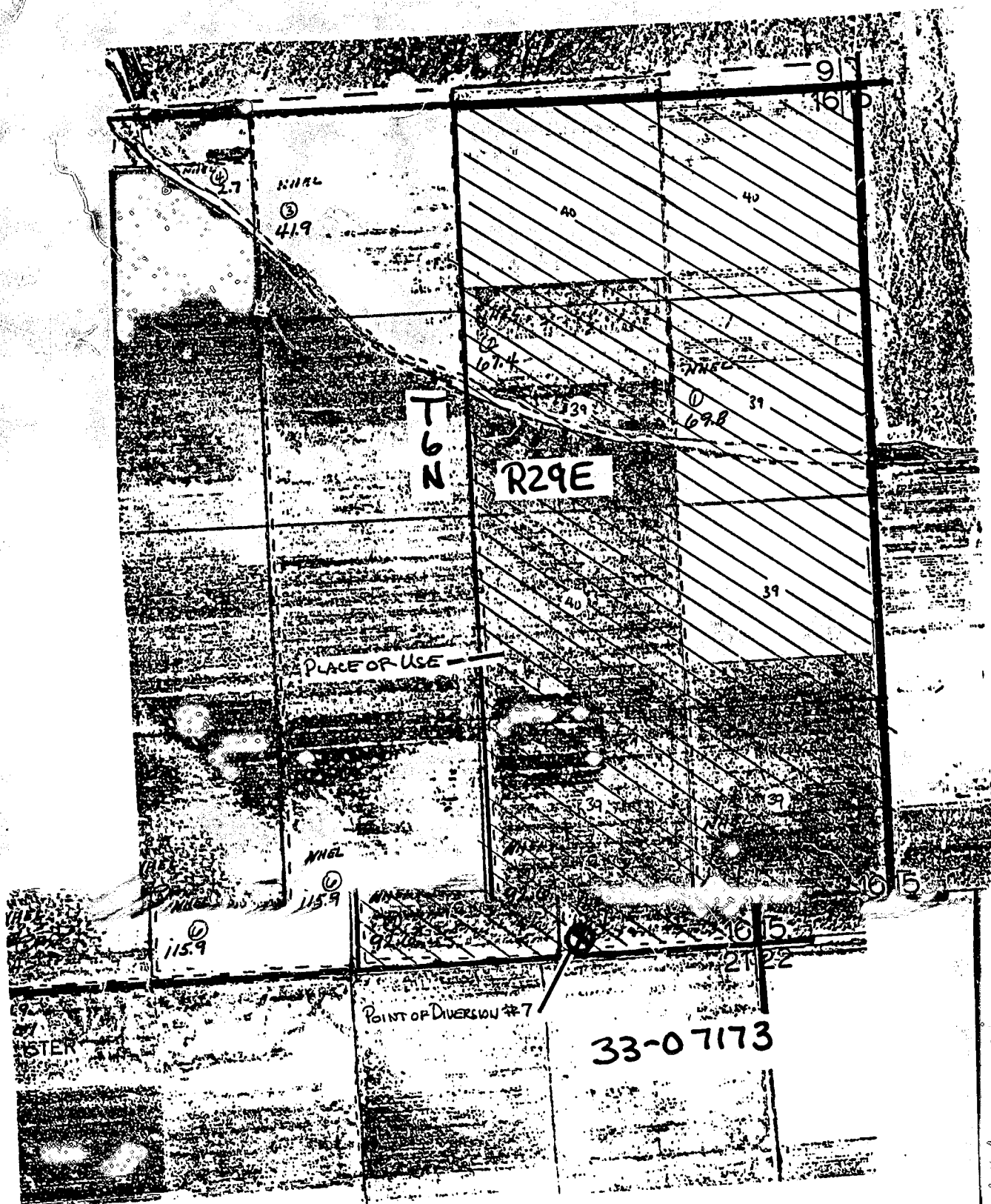
Recommend

$$Q_7 = 4.07 \text{ cfs}$$

33-7173



33-07173



SCHEDULE A (Loan)

Date of Policy: April 30, 1975 @ 10:45 A.M.

Amount of Insurance: \$ 36,260.00

1. Name of Insured:

UNITED STATES OF AMERICA, ACTING THROUGH THE FARMERS HOME
ADMINISTRATION, UNITED STATES DEPARTMENT OF AGRICULTURE.

2. The estate or interest in the land described in this Schedule and which is encumbered by the insured mortgage is:

A Fee Simple

3. The estate or interest referred to herein is at Date of Policy vested in:

NORMAN A. ALLEN and BETTY D. ALLEN, husband and wife, presumptively
as community property.

4. The mortgage, herein referred to as the insured mortgage, and the assignments thereof, if any, are described as follows:

Mortgage dated April 29, 1975, executed by Norman G. Allen and Betty D. Allen, husband and wife, to The United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, to secure the payment of \$36,260.00 and interest; recorded April 30, 1975 as Instrument No. M-4022, records of Butte County, Idaho.

5. The land referred to in this policy is described as follows:

Parcel 1: Township 6 North, Range 29 East, Boise Meridian, Butte County, Idaho.

Section 16: All except a parcel in the SW $\frac{1}{4}$ of said Section described as follows:

"Beginning at the Southwest corner of said Section, which is the real point of beginning; thence, East 330 feet to a point; thence North 660 feet to a point; thence; West 330 feet to a point; thence, South 660 feet to a point.

Parcel 2: Township 6 North, Range 29 East, Boise Meridian, Butte County, Idaho.

(Continued on page 4)

SCHEDULE B (Extended Coverage)

PART I

This policy does not insure against loss or damage by reason of the following:

1. General taxes for the year 1975, a lien not yet due and payable.
2. Reservations and exceptions contained in the patent from the United States, as follows:

"Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by local customs, laws and decisions of courts, and there is reserved from lands hereby granted, right of way thereon for ditches or canals constructed by authority of United States."

what does this mean?

3. An easement as granted to Hope Land and Water, Inc., by easement recorded August 27, 1968, as filing No. 49788, records of Butte County, Idaho, for the purpose of an irrigation canal over and across a strip of land 30 feet wide, being 15 feet on each side of the center line described as follows:

Beginning at a point which is South 89°42' East a distance of 625 feet from the Northwest corner of Section 16, Township 6 North, Range 29 East, B. M., Butte County, Idaho; thence South 34°00' East 400 feet; thence South 67°40' East 360 feet; thence South 46°00' East 500 feet; thence South 79°30' East 30 feet; thence south 39°30' East 540 feet; thence South 56°00' East 835 feet; thence South 68°00' East 740 feet; thence South 71°00' East 340 feet; thence South 78°50' East 600 feet; thence South 76°15' East 580 feet; thence North 89°30' East 580 feet.

4. A perpetual easement and right of way for the maintenance and use of a well located in the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 16, Township 6 North, Range 29 East, B.M., and for a ditch 25 feet wide for irrigational canal purposes over and along the West line and the South line of Section 16, Township 6 North, Range 29 East, B.M., Butte County, Idaho; as granted to Hope Land and Water Inc., by easement recorded August 27, 1968, as filing No. 49789, records of Butte County, Idaho.

5. Community Property Agreement dated June 30, 1972, by and between Norman G. Allen and Betty Allen, husband and wife, as recorded June 30, 1972, as filing No. M-2072, records of Butte County, Idaho.

6. Reserving unto Simplot Industries, Inc., the existent irrigation

(continued on page 6)

canal together with an easement 15 feet on each side of the center line of said canal; also reserving an easement for the existing well # 11 as disclosed by that certain Warranty Deed from Simplot Industries, Inc., formerly Ruby Company, to Norman G. Allen and Betty D. Allen, husband and wife, dated August 14, 1974, and recorded August 14, 1974, as filing No. M-3578, records of Butte County, Idaho.

7. Mortgage dated August 14, 1974, executed by Norman G. Allen and Betty D. Allen, husband and wife, to Simplot Industries, Inc., a Utah Corporation, to secure the payment of \$152,000.00, and interest; recorded August 14, 1974, as filing No. M-3579, records of Butte County, Idaho. (parcel 1)

8. Rights of the public in and to that portion of the above described premises falling within roads or highways.

9. Deed of Trust dated March 27, 1975, executed by NORMAN G. ALLEN and BETTY D. ALLEN, husband and wife, to TITLE AND TRUST COMPANY, TRUSTEE, for THE LOMAS & NETTLETON COMPANY, an Connecticut corporation, BENEFICIARY, to secure the payment of \$36,750.00, and interest; recorded March 31, 1975, as filing No. M-3981, records of Butte County, Idaho. (Affects Parcel 2).

10. A Financing Statement executed by Norman G. and Betty D. Allen, in favor of The United States of America acting through Farmers Home Administration, filed January 16, 1975, as instrument No. 1898, records of Butte County, Idaho.

11. Questions of area and boundary dependent upon actual survey and easements not of record.

33-07173

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

TWP	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
6N	29E	16	40	40	39	39									39	40	39	39	315

Total number of acres to be irrigated 315

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

9. a. Who owns the property at the point of diversion Applicant

b. Who owns the land to be irrigated or place of use Applicant

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

The application is for development already
in place as of June, 1974 The application
is being made to insure that the benefits of
subordination per the Swan Falls Agreement
are obtained. The applicant intends to claim
the priority of June 1, 1974 if a basin
wide adjudication occurs at a later date.

INTER-DEPARTMENT MEMO — 1

FROM KENT C. WILSON

TO FILE

SUBJECT

REQUESTED AERIAL PHOTO AND AFFIDAVITS FROM APPLICANT ON THIS DATE
AS WELLS WERE DRILLED MANY YEARS PRIOR TO APPLICATION OF WATER TO
PLACE OF USE ON THIS APPLICATION.

Kent C. Wilson
SIGNATURE

we
Dugan's
Time
3:32
3:40
3:41
3:46
3:48
3:51
3:53
3:55
3:57
3:59
4:01
4:03
4:05
4:07
4:09
4:11
4:13
4:15
4:17
4:19
4:21
4:23
4:25
4:27
4:29
4:31
4:33
4:35
4:37
4:39
4:41
4:43
4:45
4:47
4:49
4:51
4:53
4:55
4:57
4:59
5:01
5:03
5:05
5:07
5:09
5:11
5:13
5:15
5:17
5:19
5:21
5:23
5:25
5:27
5:29
5:31
5:33
5:35
5:37
5:39
5:41
5:43
5:45
5:47
5:49
5:51
5:53
5:55
5:57
5:59
6:01
6:03
6:05
6:07
6:09
6:11
6:13
6:15
6:17
6:19
6:21
6:23
6:25
6:27
6:29
6:31
6:33
6:35
6:37
6:39
6:41
6:43
6:45
6:47
6:49
6:51
6:53
6:55
6:57
6:59
7:01
7:03
7:05
7:07
7:09
7:11
7:13
7:15
7:17
7:19
7:21
7:23
7:25
7:27
7:29
7:31
7:33
7:35
7:37
7:39
7:41
7:43
7:45
7:47
7:49
7:51
7:53
7:55
7:57
7:59
8:01
8:03
8:05
8:07
8:09
8:11
8:13
8:15
8:17
8:19
8:21
8:23
8:25
8:27
8:29
8:31
8:33
8:35
8:37
8:39
8:41
8:43
8:45
8:47
8:49
8:51
8:53
8:55
8:57
8:59
9:01
9:03
9:05
9:07
9:09
9:11
9:13
9:15
9:17
9:19
9:21
9:23
9:25
9:27
9:29
9:31
9:33
9:35
9:37
9:39
9:41
9:43
9:45
9:47
9:49
9:51
9:53
9:55
9:57
9:59
10:01
10:03
10:05
10:07
10:09
10:11
10:13
10:15
10:17
10:19
10:21
10:23
10:25
10:27
10:29
10:31
10:33
10:35
10:37
10:39
10:41
10:43
10:45
10:47
10:49
10:51
10:53
10:55
10:57
10:59
11:01
11:03
11:05
11:07
11:09
11:11
11:13
11:15
11:17
11:19
11:21
11:23
11:25
11:27
11:29
11:31
11:33
11:35
11:37
11:39
11:41
11:43
11:45
11:47
11:49
11:51
11:53
11:55
11:57
11:59
12:01
12:03
12:05
12:07
12:09
12:11
12:13
12:15
12:17
12:19
12:21
12:23
12:25
12:27
12:29
12:31
12:33
12:35
12:37
12:39
12:41
12:43
12:45
12:47
12:49
12:51
12:53
12:55
12:57
12:59
13:01
13:03
13:05
13:07
13:09
13:11
13:13
13:15
13:17
13:19
13:21
13:23
13:25
13:27
13:29
13:31
13:33
13:35
13:37
13:39
13:41
13:43
13:45
13:47
13:49
13:51
13:53
13:55
13:57
13:59
14:01
14:03
14:05
14:07
14:09
14:11
14:13
14:15
14:17
14:19
14:21
14:23
14:25
14:27
14:29
14:31
14:33
14:35
14:37
14:39
14:41
14:43
14:45
14:47
14:49
14:51
14:53
14:55
14:57
14:59
15:01
15:03
15:05
15:07
15:09
15:11
15:13
15:15
15:17
15:19
15:21
15:23
15:25
15:27
15:29
15:31
15:33
15:35
15:37
15:39
15:41
15:43
15:45
15:47
15:49
15:51
15:53
15:55
15:57
15:59
16:01
16:03
16:05
16:07
16:09
16:11
16:13
16:15
16:17
16:19
16:21
16:23
16:25
16:27
16:29
16:31
16:33
16:35
16:37
16:39
16:41
16:43
16:45
16:47
16:49
16:51
16:53
16:55
16:57
16:59
17:01
17:03
17:05
17:07
17:09
17:11
17:13
17:15
17:17
17:19
17:21
17:23
17:25
17:27
17:29
17:31
17:33
17:35
17:37
17:39
17:41
17:43
17:45
17:47
17:49
17:51
17:53
17:55
17:57
17:59
18:01
18:03
18:05
18:07
18:09
18:11
18:13
18:15
18:17
18:19
18:21
18:23
18:25
18:27
18:29
18:31
18:33
18:35
18:37
18:39
18:41
18:43
18:45
18:47
18:49
18:51
18:53
18:55
18:57
18:59
19:01
19:03
19:05
19:07
19:09
19:11
19:13
19:15
19:17
19:19
19:21
19:23
19:25
19:27
19:29
19:31
19:33
19:35
19:37
19:39
19:41
19:43
19:45
19:47
19:49
19:51
19:53
19:55
19:57
19:59
20:01
20:03
20:05
20:07
20:09
20:11
20:13
20:15
20:17
20:19
20:21
20:23
20:25
20:27
20:29
20:31
20:33
20:35
20:37
20:39
20:41
20:43
20:45
20:47
20:49
20:51
20:53
20:55
20:57
20:59
21:01
21:03
21:05
21:07
21:09
21:11
21:13
21:15
21:17
21:19
21:21
21:23
21:25
21:27
21:29
21:31
21:33
21:35
21:37
21:39
21:41
21:43
21:45
21:47
21:49
21:51
21:53
21:55
21:57
21:59
22:01
22:03
22:05
22:07
22:09
22:11
22:13
22:15
22:17
22:19
22:21
22:23
22:25
22:27
22:29
22:31
22:33
22:35
22:37
22:39
22:41
22:43
22:45
22:47
22:49
22:51
22:53
22:55
22:57
22:59
23:01
23:03
23:05
23:07
23:09
23:11
23:13
23:15
23:17
23:19
23:21
23:23
23:25
23:27
23:29
23:31
23:33
23:35
23:37
23:39
23:41
23:43
23:45
23:47
23:49
23:51
23:53
23:55
23:57
23:59
24:01
24:03
24:05
24:07
24:09
24:11
24:13
24:15
24:17
24:19
24:21
24:23
24:25
24:27
24:29
24:31
24:33
24:35
24:37
24:39
24:41
24:43
24:45
24:47
24:49
24:51
24:53
24:55
24:57
24:59
25:01
25:03
25:05
25:07
25:09
25:11
25:13
25:15
25:17
25:19
25:21
25:23
25:25
25:27
25:29
25:31
25:33
25:35
25:37
25:39
25:41
25:43
25:45
25:47
25:49
25:51
25:53
25:55
25:57
25:59
26:01
26:03
26:05
26:07
26:09
26:11
26:13
26:15
26:17
26:19
26:21
26:23
26:25
26:27
26:29
26:31
26:33
26:35
26:37
26:39
26:41
26:43
26:45
26:47
26:49
26:51
26:53
26:55
26:57
26:59
27:01
27:03
27:05
27:07
27:09
27:11
27:13
27:15
27:17
27:19
27:21
27:23
27:25
27:27
27:29
27:31
27:33
27:35
27:37
27:39
27:41
27:43
27:45
27:47
27:49
27:51
27:53
27:55
27:57
27:59
28:01
28:03
28:05
28:07
28:09
28:11
28:13
28:15
28:17
28:19
28:21
28:23
28:25
28:27
28:29
28:31
28:33
28:35
28:37
28:39
28:41
28:43
28:45
28:47
28:49
28:51
28:53
28:55
28:57
28:59
29:01
29:03
29:05
29:07
29:09
29:11
29:13
29:15
29:17
29:19
29:21
29:23
29:25
29:27
29:29
29:31
29:33
29:35
29:37
29:39
29:41
29:43
29:45
29:47
29:49
29:51
29:53
29:55
29:57
29:59
30:01
30:03
30:05
30:07
30:09
30:11
30:13
30:15
30:17
30:19
30:21
30:23
30:25
30:27
30:29
30:31
30:33
30:35
30:37
30:39
30:41
30:43
30:45
30:47
30:49
30:51
30:53
30:55
30:57
30:59
31:01
31:03
31:05
31:07
31:09
31:11
31:13
31:15
31:17
31:19
31:21
31:23
31:25
31:27
31:29
31:31
31:33
31:35
31:37
31:39
31:41
31:43
31:45
31:47
31:49
31:51
31:53
31:55
31:57
31:59
32:01
32:03
32:05
32:07
32:09
32:11
32:13
32:15
32:17
32:19
32:21
32:23
32:25
32:27
32:29
32:31
32:33
32:35
32:37
32:39
32:41
32:43
32:45
32:47
32:49
32:51
32:53
32:55
32:57
32:59
33:01
33:03
33:05
33:07
33:09
33:11
33:13
33:15
33:17
33:19
33:21
33:23
33:25
33:27
33:29
33:31
33:33
33:35
33:37
33:39
33:41
33:43
33:45
33:47
33:49
33:51
33:53
33:55
33:57
33:59
34:01
34:03
34:05
34:07
34:09
34:11
34:13
34:15
34:17
34:19
34:21
34:23
34:25
34:27
34:29
34:31
34:33
34:35
34:37
34:39
34:41
34:43
34:45
34:47
34:49
34:51
34:53
34:55
34:57
34:59
35:01
35:03
35:05
35:07
35:09
35:11
35:13
35:15
35:17
35:19
35:21
35:23
35:25
35:27
35:29
35:31
35:33
35:35
35:37
35:39
35:41
35:43
35:45
35:47
35:49
35:51
35:53
35:55
35:57
35:59
36:01
36:03
36:05
36:07
36:09
36:11
36:13
36:15
36:17
36:19
36:21
36:23
36:25
36:27
36:29
36:31
36:33
36:35
36:37
36:39
36:41
36:43
36:45
36:47
36:49
36:51
36:53
36:55
36:57
36:59
37:01
37:03
37:05
37:07
37:09
37:11
37:13
37:15
37:17
37:19
37:21
37:23
37:25
37:27
37:29
37:31
37:33
37:35
37:37
37:39
37:41
37:43
37:45
37:47
37:49
37:51
37:53
37:55
37:57
37:59
38:01
38:03
38:05
38:07
38:09
38:11
38:13
38:15
38:17
38:19
38:21
38:23
38:25
38:27
38:29
38:31
38:33
38:35
38:37
38:39
38:41
38:43
38:45
38:47
38:49
38:51
38:53
38:55
38:57
38:59
39:01
39:03
39:05
39:07
39:09
39:11
39:13
39:15
39:17
39:19
39:21
39:23
39:25
39:27
39:29
39:31
39:33
39:35
39:37
39:39
39:41
39:43
39:45
39:47
39:49
39:51
39:53
39:55
39:57
39:59
40:01
40:03
40:05
40:07
40:09
40:11
40:13
40:15
40:17
40:19
40:21
40:23
40:25
40:27
40:29
40:31
40:33
40:35
40:37
40:39
40:41
40:43
40:45
40:47
40:49
40:51
40:53
40:55
40:57
40:59
41:01
41:03
41:05
41:07
41:09
41:11
41:13
41:15
41:17
41:19
41:21
41:23
41:25
41:27
41:29
41:31
41:33
41:35
41:37
41:39
41:41
41:43
41:45
41:47
41:49
41:51
41:53
41:55
41:57
41:59
42:01
42:03
42:05
42:07
42:09
42:11
42:13
42:15
42:17
42:19
42:21
42:23
42:25
42:27
42:29
42:31
42:33
42:35
42:37
42:39
42:41
42:43
42:45
42:47
42:49
42:51
42:53
42:55
42:57
42:59
43:01
43:03
43:05
43:07
43:09
43:11
43:13
43:15
43:17
43:19
43:21
43:23
43:25
43:27
43:29
43:31
43:33
43:35
43:37
43:39
43:41
43:43
43:45
43:47
43:49
43:51
43:53
43:55
43:57
43:59
44:01
44:03
44:05
44:07
44:09
44:11
44:13
44:15
44:17
44:19
44:21
44:23
44:25
44:27
44:29
44:31
44:33
44:35
44:37
44:39
44:41
44:43
44:45
44:47
44:49
44:51
44:53
44:55
44:57
44:59
45:01
45:03
45:05
45:07
45:09
45:11
45:13
45:15
45:17
45:19
45:21
45:23
45:25
45:27
45:29
45:31
45:33
45:35
45:37
45:39
45:41
45:43
45:45
45:47
45:49
45:51
45:53
45:55
45:57
45:59
46:01
46:03
46:05
46:07
46:09
46:11
46:13
46:15
46:17
46:19
46:21
46:23
46:25
46:27
46:29
46:31
46:33
46:35
46:37
46:39
46:41
46:43
46:45
46:47
46:49
46:51
46:53
46:55
46:57
46:59
47:01
47:03
47:05
47:07
47:09
47:11
47:13
47:15
47:17
47:19
47:21
47:23
47:25
47:27
47:29
47:31
47:33
47:35
47:37
47:39
47:41
47:43
47:45
47:47
47:49
47:51
47:53
47:55
47:57
47:59
48:01
48:03
48:05
48:07
48:09
48:11
48:13
48:15
48:17
48:19
48:21
48:23
48:25
48:27
48:29
48:31
48:33
48:35
48:37
48:39
48:41
48:43
48:45
48:47
48:49
48:51
48:53
48:55
48:57
48:59
49:01
49:03
49:05
49:07
49:09
49:11
49:13
49:15
49:17
49:19
49:21
49:23
49:25
49:27
49:29
49:31
49:33
49:35
49:37
49:39
49:41
49:43
49:45
49:47
49:49
49:51
49:53
49:55
49:57
49:59
50:01
50:03
50:05
50:07
50:09
50:11
50:13
50:15
50:17
50:19
50:21
50:23
50:25
50:27
50:29
50:31
50:33
50:35
50:37
50:39
50:41
50:43
50:45
50:47
50:49
50:51
50:53
50:55
50:57
50:59
51:01
51:03
51:05
51:07
51:09
51:11
51:13
51:15
51:17
51:19
51:21
51:23
51:25
51:27
51:29
51:31
51:33
51:35
51:37
51:39
51:41
51:43
51:45
51:47
51:49
51:51
51:53
51:55
51:57
51:59
52:01
52:03
52:05
52:07
52:09
52:11
52:13
52:15
52:17
52:19
52:21
52:23
52:25
52:27
52:29
52:31
52:33
52:35
52:37
52:39
52:41
52:43
52:45
52:47
52:49
52:51
52:53
52:55
52:57
52:59
53:01
53:03
53:05
53:07
53:09
53:11
53:13
53:15
53:17
53:19
53:21
53:23
53:25
53:27
53:29
53:31
53:33
53:35
53:37
53:39
53:41
53:43
53:45
53:47
53:49
53:51
53:53
53:55
53:57
53:59
54:01
54:03
54:05
54:07
54:09
54:11
54:13
54:15
54:17
54:19
54:21
54:23
54:25
54:27
54:29
54:31
54:33
54:35
54:37
54:39
54:41
54:43
54:45
54:47
54:49
54:51
54:53
54:55
54:57
54:59
55:01
55:03
55:05
55:07
55:09
55:11
55:13
55:15
55:17
55:19
55:21
55:23
55:25
55:27
55:29
55:31
55:33
55:35
55:37
55:39
55:41
55:43
55:45
55:47
55:49
55:51
55:53
55:55
55:57
55:59
56:01
56:03
56:05
56:07
56:09
56:11
56:13
56:15
56:17
56:19
56:21
56:23
56:25
56:27
56:29
56:31
56:33
56:35
56:37
56:39
56:41
56:43
56:45
56:47
56:49
56:51
56:53
56:55
56:57
56:59
57:01
57:03
57:05
57:07
57:09
57:11
57:13
57:15
57:17
57:19
57:21
57:23
57:25
57:27
57:29
57:31
57:33
57:35
57:37
57:39
57:41
57:43
57:45
57:47
57:49
57:51
57:53
57:55
57:57
57:59
58:01
58:03
58:05
58:07
58:09
58:11
58:13
58:15
58:17
58:19
58:21
58:23
58:25
58:27
58:29
58:31
58:33
58:35
58:37
58:39
58:41
58:43
58:45
58:47
58:49
58:51
58:53
58:55
58:57
58:59
59:01
59:03
59:05
59:07
59:09
59:11
59:13
59:15
59:17
59:19
59:21
59:23
59:25
59:27
59:29
59:31
59:33
59:35
59:37
59:39
59:41
59:43
59:45
59:47
59:49
59:51
59:53
59:55
59:57
59:59
60:01
60:03
60:05
60:07
60:09
60:11
60:13
60:15
60:17
60:19
60:21
60:23
60:25
60:27
60:29
60:31
60:33
60:35
60:37
60:39
60:41
60:43
60:45
60:47
60:49
60:51
60:53
60:55
60:57
60:59
61:01
61:03
61:05
61:07
61:09
61:11
61:13
61:15
61:17
61:19
61:21
61:23
61:25
61:27
61:29
61:31
61:33
61:35
61:37
61:39
61:41
61:43
61:45
61:47
61:49
61:51
61:53
61:55
61:57
61:59
62:01
62:

IN THE MATTER OF:
Application for permit in
the name of Allen Farms Inc.
of Howe, ID.

AFFIDAVIT

JUN 10 1985

State of Idaho
County of Butte

EARL WORTLEY being first duly sworn,
deposes and says: I am aware that in June of 1974 that Norm Allen applied
water from wells located in SWSE (well #3)-SESW (well #2) on lands in
Section 16 T6NR29E and has continually used water on said land since.

AND

in June of 1974 that Norm Allen applied water from well located in SESE
(well #4) on lands in Section 16 T6NR29E and has continually used water
on said land since.

Earl Wortley
(Signature)

Subscribed and sworn to before me this 30 day of May, 1985

James A. Sharp
(Notary Public)

Residing at Howe, ID
My Commission Expires 4/6/91



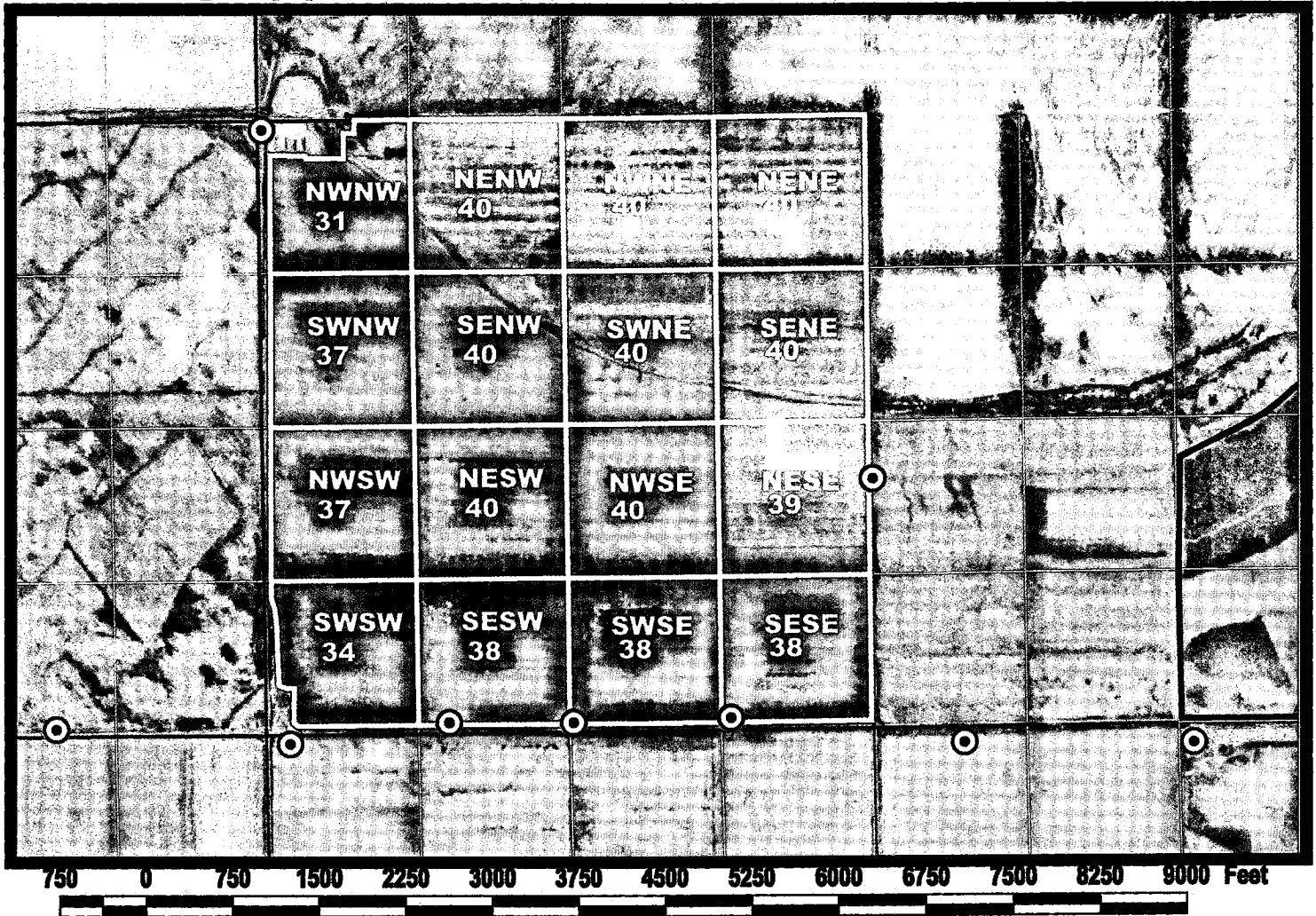
STATE OF IDAHO

Department of Water Resources

Eastern Region

Claimant: Allen Farms Inc

Water Right(s): 33-07173, 33-07175



LEGEND



Point of Diversion- GW



Point of Diversion- SW

SESE

Place of Use

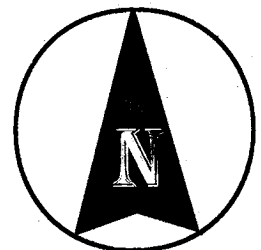


Section Line

Quarter-section line

**Place(s) of Use: T.6N., R.29E.
Section 16 (all)**

**Point(s) of Diversion: T.6N., R.29E.
Sec. 16 SWSESE (33-07173)
Sec. 16 SWSSEW, SWSWSE (33-07175)**



GIS Place of Use Illustration
1987/1988 NAPP photography
Prepared by: A. Ruberry
Date: December 1999

DATE: 12/29/99
PAGE: 1

Remarks:	GEN	ACREAGE ADJUSTED PER GIS. NO NET GAIN/LOSS.
Dates:	Exam Made Date:	Verified Date:
Misc:	Water District Number:	Field Inspection Flag: Presumption Flag:
Audit:	12/29/99	ARUBERRY
		Objection Filed Date:

FSES Due \$50.00 (claim)
 \$315.00 (\$/Ac)
 \$365.00

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: A33-07173
 Date Received: 12/14/1999
 Receipt No: EQ25533
 Received By: [Signature]

RECEIVED

NOTICE OF CLAIM TO A WATER RIGHT
 ACQUIRED UNDER STATE LAW

DEC 28 1999

Department of Water Resources
 Eastern Region
 208-767-3430

1. Name: ALEN FARMS INC
 Address: BOX 1072
 HOWE ID 83244

2. Date of Priority: MAY 29, 1985

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
06N	29E	16	SW	SE	SE		BUTTE

5. Description of diverting works:
 WELL/PUMP TO MAINLINE AND SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/15	10/15	4.070		1102.50

7. Total Quantity Appropriated is:
 4.070 C.F.S. (and/or) 1102.50 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06N	29E	16	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0
			NE	SE		IRR	39.0

A3307173



10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06N	29E	16	NW	SE		IRR	40.0
			SW	SE		IRR	38.0
			SE	SE		IRR	38.0
Section Acres							315.0
Total Acres							315.0

11. Place of use in counties: BUTTE

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

13. Other Water Rights Used:

14. Remarks:

ACREAGE ADJUSTED PER GIS. NO NET GAIN/LOSS.

15. Basis of Claim: LICENSE

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): Norman H. Allen Date: 12-22-99
President Allen Fama Date: _____

State of Idaho)
County of Butte) SS.

Subscribed and sworn (or affirmed) before me this 22nd day
of December 19 99

Dorothy Taylor
Notary Public

Seal

Residing at Howe, Id

My Commission Expires 06-14-00

NWNW
31

NENW
40

NWNE
40

NENE
40

SWNW
37

SENW
40

SWNE
40

SENE
40

Allen Farms
T.6N., R.29E.

Section 16

NWSW
37

NESW
40

NWSE
40

NESE
39

SWSW
34

SESW
38

SWSE
38

SESE
38

33-07175

33-07173