

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 63-32060
Date Received: 12/20/1989
Receipt No: X777777
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

DANIAL LISTER Phone: (208)463-0509
423 AUTUMN DR
NAMPA ID USA 83686

JENNIFER LISTER Phone: (208)463-0509
423 AUTUMN DR
NAMPA ID USA 83686

2. Date of Priority: 04/13/1967

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
02N	03W	15	SE NE NW	CANYON	

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	0.08	39

7. Total Quantity Appropriated is:
0.08 C.F.S. and/or 39 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
02N	03W	15	NE	NW	IRRIGATION	9.8
Section Acres						9.8
Total Acres						9.8

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:

14. Remarks:

Approval of this transfer does not preclude the opportunity for review of the validity of this water right in the ongoing Snake River Basin Adjudication.

The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.

Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.

After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.

The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 3/15 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date of this approval.

This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.

Point of diversion and place of use are located within Lot 4, Salmon Ridge Subdivision.

This right is a split from former right 63-31287.

15. Basis of Claim: License

WATER RIGHT NO. 63-32060
As Modified by Transfer No. 71811

In accordance with the approval of Transfer No. 71811, Water Right No. 63-32060 is now described as follows.

Right Holder: DANIAL LISTER And
 JENNIFER LISTER
 423 AUTUMN DR
 NAMPA ID 83686

Priority Date: April 13, 1967

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	11/15	0.08 CFS	39.0 AF
			0.08 CFS	39.0 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SENENW Sec. 15 Twp 02N Rge 03W CANYON County

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
02N 03W 15	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	9.8

Total Acres: 9.8

CONDITIONS OF APPROVAL

1. Approval of this transfer does not preclude the opportunity for review of the validity of this water right in the ongoing Snake River Basin Adjudication.
2. The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
3. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
4. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
5. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.

WATER RIGHT NO. 63-32060
As Modified by Transfer No. 71811

CONDITIONS OF APPROVAL

6. The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 3/15 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date of this approval.
7. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
8. Point of diversion and place of use are located within Lot 4, Salmon Ridge Subdivision.

This water right is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 26th day of July, 20 05


Chief, Water Allocation Bureau

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER OF WATER RIGHT
TRANSFER NO. 71811

This is to certify that: DANIAL LISTER
 423 AUTUMN DR
 NAMPA ID 83686
 (208)463-0509

has requested a change to the water right(s) listed below. This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code. A summary of the changes is also listed below. The authorized change for each affected water right, including conditions of approval, is shown on the following pages of this document.

Summary of Water Rights Before the Proposed Change

<u>Right</u>	<u>Origin/Basis</u>	<u>Priority</u>	<u>Rate</u>	<u>Volume</u>	<u>Acre Limit</u>	<u>Total Acres</u>	<u>Source</u>
63-32060	AJC/License	04/13/1967	0.08 cfs	39.0 af	N/A	9.8	GROUND WATER

Purpose of Transfer (Changes Proposed)

<u>Current Number</u>	<u>Split</u>	<u>POD</u>	<u>POU</u>	<u>Add POD</u>	<u>Period of Use</u>	<u>Nature of Use</u>
63-32060	NO	YES	NO	NO	NO	NO

Summary of Water Rights After the Approved Change

<u>Existing Right</u>	<u>New No. (changed portion)</u>	<u>Transfer Rate</u>	<u>Transfer Volume</u>	<u>Acre Limit</u>	<u>Total Acres</u>	<u>New No. (remaining portion)</u>	<u>Remaining Rate</u>	<u>Remaining Volume</u>	<u>Remaining Acre Limit</u>	<u>Remaining Total Acres</u>
63-32060	63-32060	0.08 cfs	39.0 af	N/A	9.8		N/A	N/A	N/A	N/A
COMBINED										
TOTALS		0.08 cfs	39.0 af	N/A	9.8		N/A	N/A	N/A	N/A

Detailed Water Right Description(s) attached

Dated this 26th day of July, 2005


 Chief, Water Allocation Bureau

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 71811

DS

Agree to proposed changes.
18 JAN 05 Date.

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Name of applicant DANIAL LISTER, PAUL SILVIA, JASON BEARD, RICH BEARD Phone 463-0509
Post Office address 423 AUTUMN DRIVE, NAMPA IDAHO 83686

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☒ Add diversion point(s) ☐ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other

2. Describe the reason for the proposed changes SUBDIVISION/DEVELOPMENT OF 40 ACRE PARCEL INTO 4x 10 ACRE LOTS. EACH LOT WILL HAVE A DOMESTIC WELL TO SERVICE RESIDENTIAL & IRRIGATION WATER REQUIREMENTS.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number 63-31287 Priority 4-13-1967 Amount (cfs/ac-ft) 2165/4 ac ft. .08/42.2 AF Nature of Use IRRIGATION Period of Use MARCH 15 to NOVEMBER 15
to
to
to
2. Total amount of water being transferred .08 cubic feet per second and/or 72.2 acre-feet per annum.
3. Source of water GROUND WATER tributary to
4. Point(s) of Diversion:

Lot	%	%	%	Sec.	Twp.	Rge.	County	Local name for diversion
<u>1</u>	<u>NE</u>	<u>NW</u>		<u>15</u>	<u>2N</u>	<u>3W</u>	<u>CANYON</u>	

5. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
<u>2N</u>	<u>3W</u>	<u>15</u>					<u>9.8</u>												<u>9.8</u>

Total acres 9.8

PART 1

SALMON RIDGE SUBDIVISION

6. General Information:

a. Description of diversion system SUBDIVISION LOT #4 DOMESTIC WELL
DANIAL LISTER

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? _____ Yes X No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:

none

d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 19____.

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Transfer No. _____
Receipt No. _____

Current Water Right No. 63-31287

Priority Date: 04/13/1967
Origin: Adjudication Claim
Basis: License
Status: Active

Source: GROUND WATER

Tributary to:

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	03/15 11/15	2.18 CFS	1,124.2 AFA	
Total Diversion		2.18 CFS	1,124.2 AFA	

Source and Point(s) of Diversion:

GROUND WATER	SESW	02N 03W	14	CANYON
GROUND WATER	SENW	02N 03W	10	CANYON
GROUND WATER	NWSW	02N 03W	11	CANYON

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02N 03W 10			16.0										21.0	40.0	29.0	37.0	143.0
02N 03W 15					39.0		39.0	40.0									118.0

Total Acres: 261

Conditions/Remarks:

- After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
- This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
- Approval of Transfer 66108 is not a confirmation of the validity of this water right and does not preclude the opportunity for review in the ongoing Snake River Basin Adjudication.
- The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 3/15 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date of this approval.

IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

Transfer No. _____

Receipt No. _____

Current Water Right No. 63-31287

Documentation of Ownership of the Current Place of Use
SRBA Claim Record

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

YES * PLEASE SEE ATTACHED *

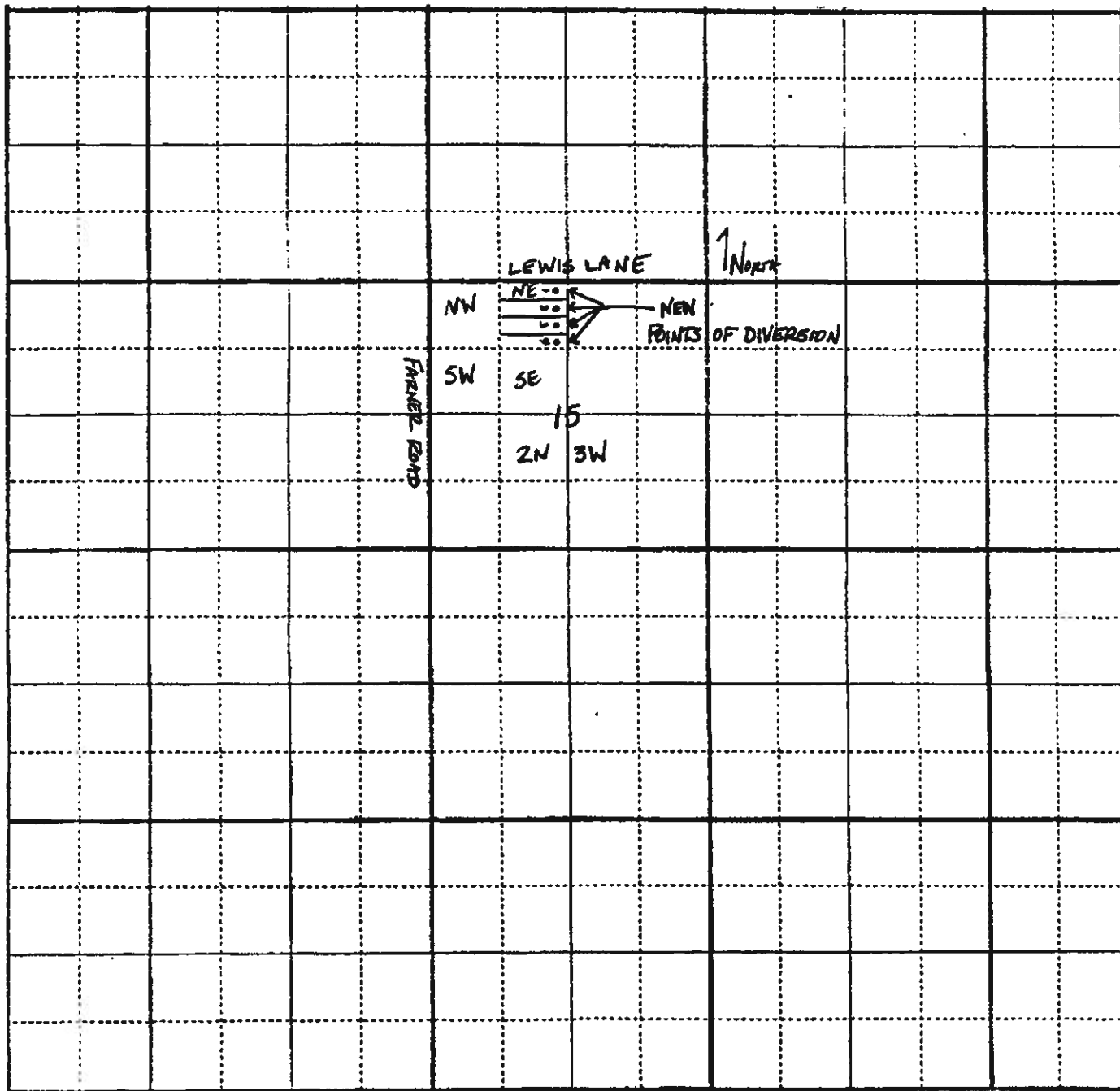
Describe the affect on the current place of use for this water right if the place of use is changed pursuant to this transfer THIS TRANSFER WILL ALLOW FOR LIGHT IRRIGATION SUFFICIENT FOR A SMALL PASTURE, ORCHARD, OR GARDEN LOT.

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?

YES, MORE THAN 5 yrs., ALTHOUGH EXACT DATE IS UNKNOWN.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.



SCALE: 2 inches equal 1 mile. Draw plan in ink.

PART 3**B. CHANGES IN NATURE OF USE**

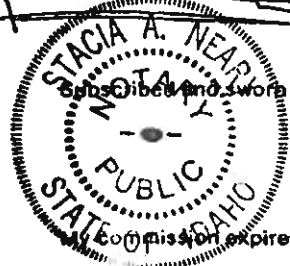
1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
				to
				to

2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.



(Signature of Applicant)

day of Januaryto 2005

(Notary Public)

FOR DEPARTMENT USE ONLYTransfer contains 6 pages and 6 attachmentsReceived by [Signature] Date 1-18-05

Protest filed by _____

Prelim. check by _____ Fee 100.00REC'T # W032521

Received by _____ Date _____

Published in _____

Copies of protest forwarded by _____

Pub. dates _____

Hearing held by _____ Date _____

Watermaster recommendation requested on _____

Recommended for ☐ approval ☐ denial

rec'd. _____

by _____

Copy of transfer sent to lien holder _____

(2)



A Pioneer Company
PIONEER TITLE COMPANY
OF ADA COUNTY
8151 W. Rifleman Ave. / Boise, Idaho 83704
(208) 377-2700

TE
[Handwritten signature]

WARRANTY DEED

For Value Received

The Ralph E. and Debra L. Zaragoza "B" Trust U/T/A dated May 15,

2001

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Jason Oswald, a married man and Paul Silvas, a married man and Rick Roberts, a married man and Dan
Lister, a married man

hereinafter referred to as Grantee, whose current address is *321 Creekside Place, Nampa, ID 83686*
the following described premises, to-wit:

The Northeast Quarter of the Northwest Quarter in Section 15, Township 2 North, Range 3 West,
Boise Meridian, Canyon County, Idaho.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs
and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor
is the owner in fee simple of said premises; that said premises are free from all encumbrances except current
years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record,
and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims
whatsoever.

Dated: August 25, 2003

The Ralph E. and Debra L. Zaragoza B Trust

By: *Debra L. Zaragoza*

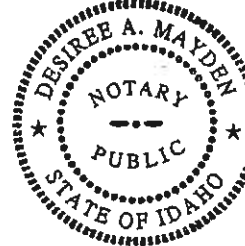
Debra L. Zaragoza, Trustee

STATE OF IDAHO, County of Ada, ss.

On this 26th day of August, in the year of 2003, before me the undersigned, a notary public personally
appeared Debra L. Zaragoza, known or identified to me to be the person whose name is subscribed to
the within instrument as Trustee and acknowledged to me that he/she/they executed the same as such
Trustee.

Desiree A. Mayden

Desiree A. Mayden
Notary Public of IDAHO
Residing at Nampa
Commission expires: March 9, 2006





A Pioneer Company

PIONEER TITLE COMPANY
OF ADA COUNTY

8151 W. Rifleman Ave. / Boise, Idaho 83704 / (208) 377-2700

REQUEST FOR FULL RECONVEYANCE

THE UNDERSIGNED IS THE LEGAL OWNER AND HOLDER OF ALL INDEBTEDNESS SECURED BY THAT CERTAIN DEED OF TRUST,

DATED: August 25, 2003

EXECUTED BY: Jason Oswald and Paul Silvas and Rick Roberts and Dan Lister

TRUSTEE: Pioneer Title Company of Ada County

BENEFICIARY:

RECORDED:

INSTRUMENT NO:

OF THE RECORDS OF MORTGAGES FOR CANYON COUNTY, IDAHO GIVEN TO SECURE THE PAYMENT OF THE PROMISSORY NOTE FOR THE FULL SUM OF AND INTEREST, WHICH NOTE IS PAID IN FULL AND ATTACHED HERETO.

YOU ARE HEREBY REQUESTED AND DIRECTED TO CANCEL ALL EVIDENCES OF INDEBTEDNESS SECURED BY SAID DEED OF TRUST AND TO RECONVEY, WITHOUT WARRANTY, THE ESTATE NOW HELD BY YOU UNDER THE SAME.

DATED: AUGUST 26, 2003

DELIVER TO:

BENEFICIARY:

Pioneer Title Company of Ada County
8151 W. Rifleman Avenue
Boise, ID 83704

Debra L. Ziegler

*DD
PZ
10/21*



A Pioneer Company

PIONEER TITLE COMPANY

OF ADA COUNTY

8151 W. Rifleman Ave. / Boise, Idaho 83704 / (208) 377-2700

DEED OF TRUST NOTE

\$116,900.00

August 25, 2003

For Value received, the undersigned promise to pay to the order of: The Ralph E. and Debra L. Zaragoza B Trust the Principal sum of One Hundred Sixteen Thousand Nine Hundred dollars and Zero cents (\$116,900.00) in lawful money of the United States of America, with interest thereon at the rate of Six point Five percent (6.5 %) per annum from August 26, 2003, in installments as follows:

Principal only installment of \$13,000.00 due on or before November 25, 2003. Interest then starts to accrue on the balance of \$103,900.00 as follows:

Monthly installments of \$1,774.65 commencing December 25, 2003 and continuing thereafter to paid in a like sum on or before the 25th day of each and every month until November 25, 2008 at which time all sums of unpaid principal and accrued interest shall be due in full.

All payments shall be applied first to the accrued interest and the balance to principal, excluding the \$13,000.00 due November 25, 2003, which is strictly a principal payment.

The makers hereby reserve the right to prepay any or all of this note without penalty.

All payments, including partial prepayments, shall be applied first to accrued late charges owing (if applicable) then to accrued interest and the balance in reduction of principal.

The maker hereof may repay any or all sums due hereunder at anytime without prior notice to the holder and without penalty or premium of any kind.

In case of failure to pay any installment when same shall become due, the holder at his option, may declare the whole principal hereof as immediately due and payable. In case this note is collected by an attorney, either with or without suit the undersigned hereby agree to pay a reasonable attorney's fee.

This note is secured by a Deed of Trust of even date executed by the undersigned on certain real property described therein.

The undersigned hereby waive presentment, protest, and notice of non payment.

Jason Osward

Rick Roberts

Paul Silva

Dan Lister

*** Should the property described in the deed of trust securing this note be sold or conveyed by the makers hereof, their heirs or assigns, prior to the maturity of this note, then the entire sum of principal and interest shall become immediately due and payable.

5/3
AS
2003

(3)



A Pioneer Company
PIONEER TITLE COMPANY
OF ADA COUNTY

8151 W. Rifleman Ave. / Boise, Idaho 83704
(208) 377-2700

DEED OF TRUST

THIS DEED OF TRUST, Made this 25th day of August, 2003, BETWEEN Jason Oswald, a married man and Paul Silvas, a married man and Rick Roberts, a married man and Dan Lister, a married man, herein called GRANTOR, whose address is 321 Creekside Place, Nampa, ID 83686; PIONEER TITLE COMPANY OF ADA COUNTY, herein called TRUSTEE, and The Ralph E. and Debra L. Zaragoza "B" Trust U/T/A dated May 15, 2001 whose mailing address is 2935 N. Whitehaven Pl., Eagle, ID 83616 herein called BENEFICIARY;

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Canyon, State of Idaho, described as follows and containing not more than forty acres:

The Northeast Quarter of the Northwest Quarter in Section 15, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Should the property described herein be sold or conveyed by the makers hereof, their heirs or assigns, prior to the maturity of the note secured hereby, then the entire sum of principal and interest shall become immediately due and payable.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, for the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of One Hundred Sixteen Thousand Nine Hundred dollars and Zero cents (\$116,900.00), final payment due November 25, 2008, and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of law; to cultivate; irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire, vandalism and malicious mischief insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. The provisions hereof are subject to the mutual agreements of the parties as below set forth.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this All-inclusive Deed of Trust.

(4) To pay: (a) at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; (b) when due, subject to the mutual agreements of the parties as below set forth, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; (c) all allowable expenses of this Trust.

(5) Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such power, pay allowable expenses.

(6) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof.

B. It is mutually agreed that...

(1) Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

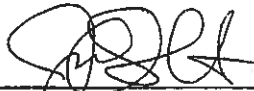
After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of title evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at ten percent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

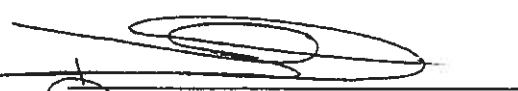
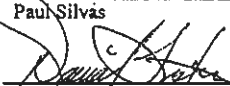
(8) Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(9) In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address herein before set forth.


Jason Oswald

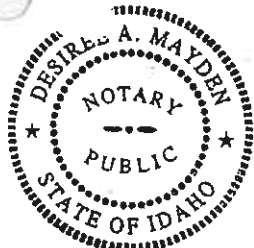

Rick Roberts


Paul Silvas

Dan Lister

STATE OF IDAHO. County of Canyon, ss.

On this 25th day of August, in the year of 2003, before me the undersigned, notary public personally appeared JASON OSWALD, PAUL SILVAS, RICK ROBERTS AND DAN LISTER known or identified to me to be the person/persons whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they

executed the same.



Desiree A. Mayden

Desiree A. Mayden
Notary Public of IDAHO
Residing at Nampa
Commission expires: March 9, 2006

REQUEST FOR FULL RECONVEYANCE
TO BE USED ONLY WHEN NOTE HAS BEEN PAID.

_____, Idaho, _____

TO: PIONEER TITLE COMPANY OF ADA COUNTY, Trustee:

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured thereby have been fully paid. You are hereby requested and directed to cancel all evidence of indebtedness secured by said Deed of Trust and to reconvey, without warranty, the estate now held by you under the same.

Deliver to: _____

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST.

QUITCLAIM DEED

FOR VALUE RECEIVED Jason Oswald and Brandie Oswald, husband and wife, Paul Silvas and Heather Silvas, husband and wife, Rick Roberts and Wendy Roberts, husband and wife and Dan Lister and Jennifer Lister, husband and wife

do hereby convey, release, remise and forever quit claim

unto Dan Lister and Jennifer, husband and wife

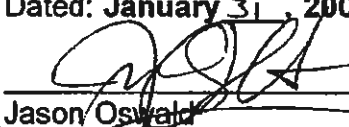
whose address is 423 Autumn Dr, Nampa, ID 83686

the following described premises, to-wit:

Property described on the attached Exhibit "A"

together with their appurtenances.

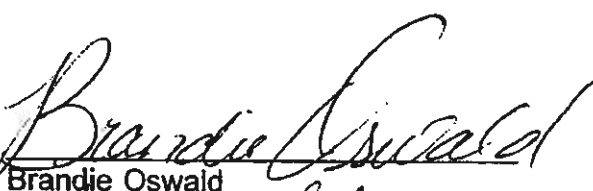
Dated: January 31, 2005

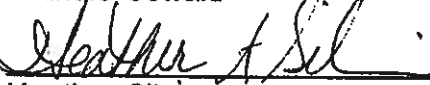

Jason Oswald


Paul Silvas

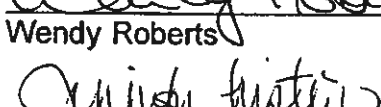

Rick Roberts


Dan Lister


Brandie Oswald


Heather Silvas


Wendy Roberts


Jennifer Lister

STATE OF IDAHO
COUNTY OF CANYON

On this 31 day of January, 2005, before me, a notary public, personally appeared Jason Oswald and Brandie Oswald, Paul Silvas and Heather Silvas, Rick Roberts and Wendy Roberts and Dan Lister and Jennifer Lister, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

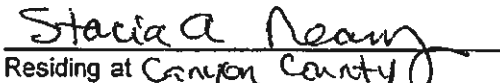

Notary Public
Residing at Canyon County
My commission expires: 6/3/2010



Exhibit "A"
PROPERTY DESCRIPTION
PARCEL 4

A parcel of land lying in the NE1/4 NW1/4 of Section 15, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho, said parcel being more particularly described as follows:

Commencing at the NW Corner of said Section 15, thence N 89°33'05" E 1322.65 feet along the north line of the said NW1/4 of Section 15 to a point marking the W1/16 Corner common to Section 10 and said Section 15; thence S00°03'19"W 1004.17 feet along the west line of the said NE1/4 NW1/4 of Section 15 to a point, said point marking the REAL POINT OF BEGINNING;

thence N 89°33'05" E 1323.41 feet to a point lying on the east line of the said NE1/4 NW1/4 of Section 15;
thence S 00°00'43" W 321.33 feet along said east line to a point marking the N1/16 Corner of said Section 15;
thence S 89°30'54" W 1323.66 feet along the south line of the said NE1/4 NW1/4 of Section 15 to a point marking the NW1/16 Corner of said Section 15;
thence N 00°03'19" E 322.19 feet along the said west line of the NE1/4 NW1/4 of Section 15 to the POINT OF BEGINNING.

Said parcel contains 9.78 acres more or less and is subject to all existing easements and rights-of-ways of record or implied.

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 63-31287
Date Received: 12/28/89
Receipt No: X777777
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

RUBY C VICTOR Phone: (208)733-5217
1528 ADDISON AVE E
TWIN FALLS ID USA 83301

WILFORD NOLAN VICTOR Phone: (208)733-5217
1528 ADDISON AVE E
TWIN FALLS ID USA 83301

RODNEY KENT MONTIERTH Phone: (208)733-5217
1528 ADDISON AVE E
TWIN FALLS ID USA 83301

GOLDA D MONTIERTH Phone: (208)733-5217
1528 ADDISON AVE E
TWIN FALLS ID USA 83301

EDWARD MONTIERTH Phone: (208)733-5217
1528 ADDISON AVE E
TWIN FALLS ID USA 83301

SUSAN L MONTIERTH Phone: (208)733-5217
1528 ADDISON AVE E
TWIN FALLS ID USA 83301

H R MONTIERTH Phone: (208)733-5217
1528 ADDISON AVE E
TWIN FALLS ID USA 83301

ROBERT J MEYERS Phone: (208)733-5217
1528 ADDISON AVE E
TWIN FALLS ID USA 83301

KATHI L MEYERS Phone: (208)733-5217
1528 ADDISON AVE E
TWIN FALLS ID USA 83301

2. Date of Priority: 04/13/1967

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
02N	03W	14	SE SW	CANYON	
02N	03W	10	SE NW	CANYON	
02N	03W	11	NW SW	CANYON	

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	2.18	1124.2

7. Total Quantity Appropriated is:
2.18 C.F.S. and/or 1124.2 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot	Use	Acres
02N	03W	10	SE SE	IRRIGATION	37
			NW SE	IRRIGATION	40
			NE SE	IRRIGATION	21
			SW SE	IRRIGATION	29
			SW NE	IRRIGATION	16
				Section Acres	143
02N	03W	15	SW NW	IRRIGATION	39
			NE NW	IRRIGATION	39
			SE NW	IRRIGATION	40
				Section Acres	118
				Total Acres	261

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:

14. Remarks:

This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.

After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.

The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 3/15 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date of this approval.

Approval of Transfer 66108 is not a confirmation of the validity of this water right and does not preclude the opportunity for review in the ongoing Snake River Basin Adjudication.

15. Basis of Claim: License

WATER RIGHT NO. 63-31287
As Modified by Transfer No. 66108

In accordance with the approval of Transfer No. 66108, Water Right No. 63-31287 is now described as follows.

Right Holder: RUBY C VICTOR
 WILFORD NOLAN VICTOR
 RODNEY KENT MONTIERTH
 GOLDA D MONTIERTH
 EDWARD MONTIERTH
 SUSAN L MONTIERTH
 H R MONTIERTH
 KATHI L MEYERS
 ROBERT J MEYERS
 1528 ADDISON AVE E
 TWIN FALLS ID 83301

Priority Date: 04/13/1967

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15 to 11/15	2.18 CFS	1,124.2 AF
		2.18 CFS	1,124.2 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	SESW	Sec. 14 Twp 02N	Rge 03W CANYON County
GROUND WATER	SENW	Sec. 10 Twp 02N	Rge 03W CANYON County
GROUND WATER	NWSW	Sec. 11 Twp 02N	Rge 03W CANYON County

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02N 03W 10			16.0										21.0	40.0	29.0	37.0	143.0
02N 03W 15					39.0		39.0	40.0									118.0

Total Acres: 261

WATER RIGHT NO. 63-31287
As Modified by Transfer No. 66108

CONDITIONS OF APPROVAL

1. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
2. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
3. The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 3/15 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date of this approval.
4. Approval of Transfer 66108 is not a confirmation of the validity of this water right and does not preclude the opportunity for review in the ongoing Snake River Basin Adjudication.

This water right is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 29th day of August, 2001


Chief, Water Allocation Bureau

Western

RECEIVED
AUG 31 2001
WATER RESOURCES
WESTERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER OF WATER RIGHT
TRANSFER NO. 66108

This is to certify that: JON M AGEE
15603 RIVERSIDE RD
CALDWELL ID 83607

has requested a change to the water right(s) listed below. This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code. The authorized change for each affected water right, including conditions of approval, is shown on the following pages of this document.

Summary of Water Rights Before the Proposed Change

<u>Right</u>	<u>Origin/Basis</u>	<u>Priority</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>	<u>Total</u>	<u>Source</u>
63-3597P	AJC/License	04/13/1967	2.26 cfs	1095.5 af	271.0	271.0	GROUND WATER

Purpose of Transfer (Changes Proposed)

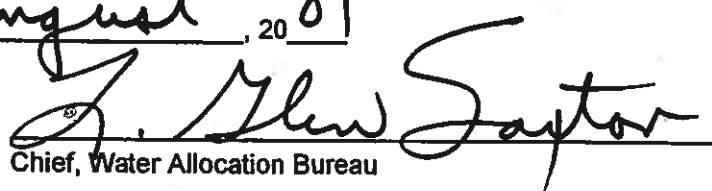
<u>Current Number</u>	<u>Split</u>	<u>POD</u>	<u>POU</u>	<u>Add POD</u>	<u>Period of Use</u>	<u>Nature of Use</u>
63-3597P	YES	YES	NO	NO	NO	NO

Summary of Water Rights After the Approved Change

<u>Existing Right</u>	<u>New No. (changed portion)</u>	<u>Transfer Rate</u>	<u>Transfer Volume</u>	<u>Acre Limit</u>	<u>Total Acres</u>	<u>New No. (remaining portion)</u>	<u>Remaining Rate</u>	<u>Remaining Volume</u>	<u>Remaining Acre Limit</u>	<u>Remaining Total Acres</u>
63-3597P	63-31288	0.08 cfs	41.3 af	10.0	10.0	63-31287	2.18 cfs	1124.2 af	261.0	261.0
TOTALS		0.08 cfs	41.3 af	10.0	10.0		N/A	N/A	N/A	N/A

Detailed Water Right Description(s) attached

Dated this 29th day of August, 2001


Chief, Water Allocation Bureau

Page 1 of 1

Transfer No. 5741
66108

PART 1

Name of applicant Lon Age Phone 208 454-3960
Post Office address 15603 Riverside Rd (at NW 11) ID 83403

1. ☐ Change point of diversion ☒ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☒ Other edit right

2. Describe the reason for the proposed changes move water to new land
and drill new well for 03589 03589 an add
point of diversion for existing right 03-03597
(portion of)

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
<u>63 03589B</u>	<u>03/10/167</u>	<u>.13/45</u>	<u>irrigation</u>	<u>03/15</u> to <u>12/15</u>
<u>63 03597 I</u>	<u>04/13/167</u>	<u>.08/40</u>	<u>irrigation</u>	<u>~~03/15~~</u> to <u>12/15</u>
_____	_____	_____	_____	_____ to _____
_____	_____	_____	_____	_____ to _____

3. Source of water _____ tributary to _____

[illegible][illegible]

PART 1

6. General Information:

a. Description of diversion system well to sprinkler system

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? Yes ☒ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:

Land will be used for
future development

d. Remarks:

None

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 19 _____

Page 3 OF 8

WR5809NP
No. 63-03589

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 08/25/99
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	BRYCE MILLAR RT. 7, BOX 7380 NAMPA ID 83651	03/22/1967	IRRIGATION	03/15 11/15	4.220 CFS	1422.00 AFA
TOTAL DIVERSION:					4.220 CFS	1422.00 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion: T02N R03W S11 NWSW
S14 SESW
CANYON County
CANYON County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE				
NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	SUM
T	R	S	: Lt Ac	Lt Ac	Lt Ac	Lt Ac	: Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	: Lt Ac	Lt Ac	Lt Ac	Lt Ac	: SUM
02N	03W	14	:													
			:	39	39	40	40	:	40	40	39	39	:			316.0
TOTAL ACRES															316.0	

Pou County: CANYON

Dates: App. Received: Priority Date: 03/22/1967
Proof Due Date: Proof Made Date:
Exam Made Date: Exam Sent to S.O.:
Licensed Date: 09/12/1979

Misc: Water District Number: Field Exam Fee:

Audit: 04/23/85 05/01/88 CONVERT

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?
NO If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

B portion 630358

1. amount 13/45 for irrigation purposes from 3/15 to 11/15
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		SW	SE	10	2N	3W	Canyon	new well

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
2N	3W	14							10		10								10

A portion 6303589 Total acres 10

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount 4.09/1377 for irrigation purposes from 3/15 to 11/15
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		NW	SW	11	2N	3W	Canyon	
		SE	SW	14	2N	3W	Canyon	

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
2N	3W	14					39	39	30	40	40	40	39	39					

Total acres

WR5809NP

No. 63-03597G

Page 5 of 8

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 05/05/00

PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	BRYCE MILLAR RT 7 BOX 7380 NAMPA ID 83651	04/13/1967	IRRIGATION	03/15 11/15	3.410 CFS	1657.10 AFA
TOTAL DIVERSION:					3.410 CFS	1657.10 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion:	T02N R03W S10	SENW	CANYON County
	S11	NWSW	CANYON County
	S14	SESW	CANYON County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE																				
NENE		NWNE		SWNE		SENE		NENW		NWNW		SWNW		SENW		NESW		NWSW		SWSW		SESW		NESE		NWSE		SWSE		SESE		
T	R	S	: Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	SUM	
02N	03W	10	:																													
			:																													
02N	03W	10	:																													
02N	03W	15	:																													
			:																													
TOTAL ACRES																												408.0				

Pou County: CANYON

Dates:	App. Received:	Priority Date:	04/13/1967
	Proof Due Date:	Proof Made Date:	
	Exam Made Date:	Exam Sent to S.O.:	
	Licensed Date:	09/12/1979	

Misc:	Water District Number:	Field Exam Fee:
-------	------------------------	-----------------

Comments: Date: 11/01/1995 User-ID: SCURTIS Subject: TRANSFER 4639
Trans. #4639 was filed to add a point of diversion under a portion of Right 63-03597C, splitting it into parts E & F.

Date: 11/10/1998 User-ID: PSKAGGS Subject: TRANSFER 5270
Transfer 5270 changes the point of diversion under a portion of Right 63-03597E, splitting the right into Parts G & H.

Audit: 11/10/98 PSKAGGS

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

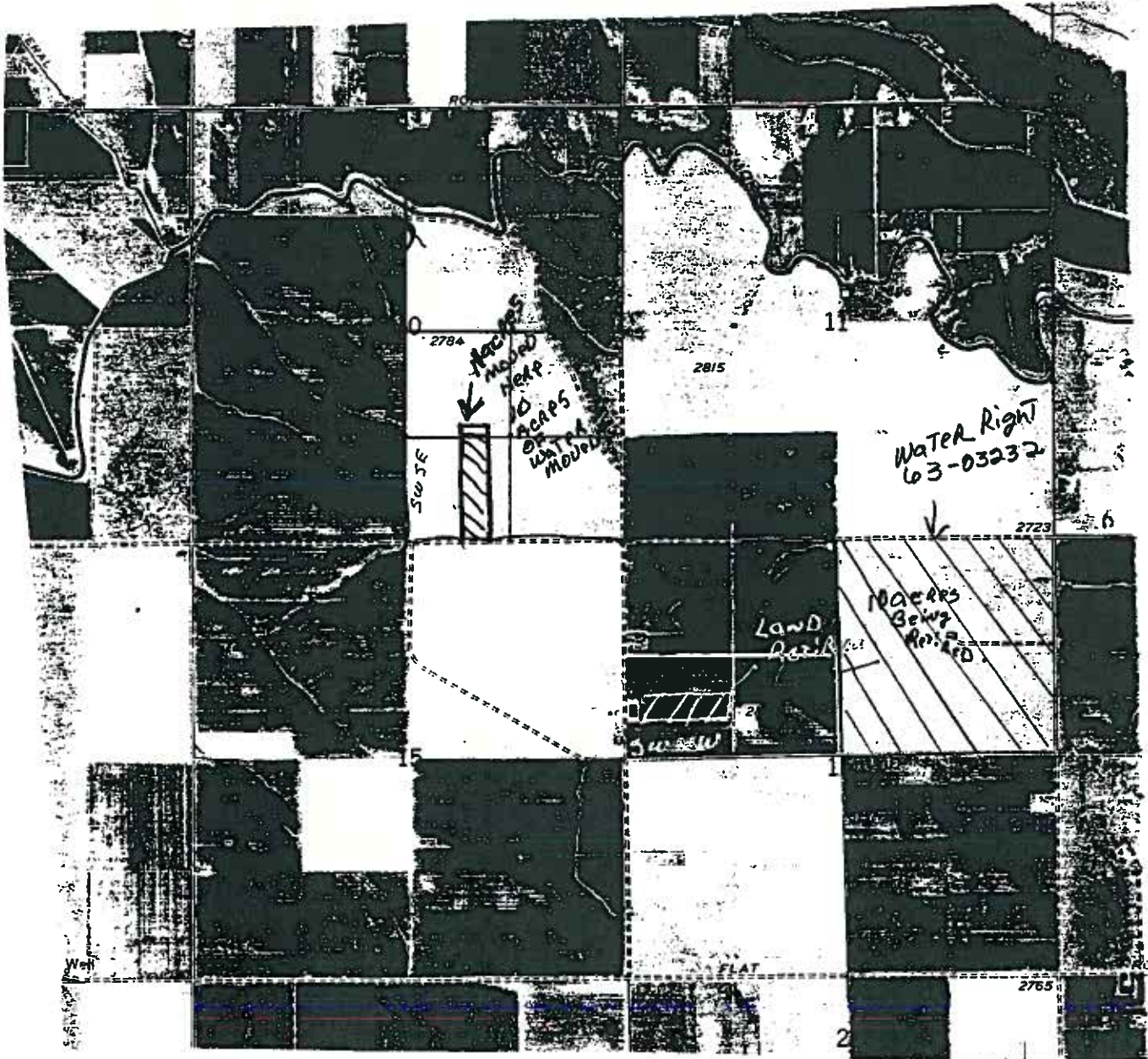
Page 7

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 3

Page 7 OF 8

- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.



SCALE: 2 inches equal 1 mile. Draw plan in ink.

PART 3**B. CHANGES IN NATURE OF USE**

1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
	<u>irrigation</u>	<u>17/45</u>		<u>03/15</u> to <u>11/15</u>
				to _____

2. Quantity and quality of return flows and location of discharge:

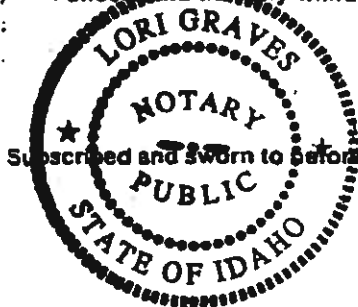
N.A.

3. Describe effects on other water uses resulting from the proposed change:

no effect

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.



Subscribed and sworn to before me this

27th

(Signature of Applicant)

day of

April2000

18

Lori Graves

(Notary Public)

My commission expires

6/18/04**FOR DEPARTMENT USE ONLY**Transfer contains 8 pages and _____ attachmentsReceived by DAN Date 4-27-00

Protest filed by _____

Prelim. check by _____ Fee \$100.00 43026395Received by DAN Date 4-27-00Published in Press Tribune

Copies of protest forwarded by _____

Pub. dates 6-1 + 8-00

Hearing held by _____ Date _____

Watermaster recommendation requested on _____

Recommended for ☐ approval ☐ denial

rec'd. _____

by _____

Copy of transfer sent to lien holder _____

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: A63-03597P
Date Received: 12/28/1989
Receipt No: X777777
Received By: _____

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name:	EDWARD MONTIERTH	208-733-5217	
Address:	1528 ADDISON AVENUE EAST TWIN FALLS ID 83301		
Name:	HR MONTIERTH	208-733-5217	
Address:	1528 ADDISON AVENUE EAST TWIN FALLS ID 83301		
Name:	GOLDA D MONTIERTH	208-733-5217	
Address:	1528 ADDISON AVENUE EAST TWIN FALLS ID 83301		
Name:	SUSAN L MONTIERTH	208-733-5217	
Address:	1528 ADDISON AVENUE EAST TWIN FALLS ID 83301		
Name:	WILFORD NOLAN VICTOR	208-733-5217	
Address:	1528 ADDISON AVENUE EAST TWIN FALLS ID 83301		
Name:	RODNEY KENT MONTIERTH	208-733-5217	
Address:	1528 ADDISON AVENUE EAST TWIN FALLS ID 83301		
Name:	KATHI L MEYERS	208-733-5217	
Address:	1528 ADDISON AVENUE EAST TWIN FALLS ID 83301		
Name:	ROBERT J MEYERS	208-733-5217	
Address:	1528 ADDISON AVENUE EAST TWIN FALLS ID 83301		
Name:	RUBY C VICTOR	208-733-5217	

Address: 1528 ADDISON AVENUE EAST
TWIN FALLS ID 83301

2. Date of Priority: APR 13, 1967

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
02N	03W	10		SE	NW		CANYON
		11		NW	SW		CANYON
		14		SE	SW		CANYON

5. Description of diverting works:
SEE REMARKS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	2.260		1095.50

7. Total Quantity Appropriated is:
2.260 C.F.S. (and/or) 1095.50 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
02N	03W	10	SW	NE		IRR	16.0
			NE	SE		IRR	21.0
			NW	SE		IRR	40.0
			SW	SE		IRR	39.0
			SE	SE		IRR	37.0
						Section Acres	153.0
		15	NE	NW		IRR	39.0
			SW	NW		IRR	39.0
			SE	NW		IRR	40.0
						Section Acres	118.0
						Total Acres	271.0

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:

14. Remarks:

THIS CLAIM IS A RESULT OF SPLITTING A63-03597C PER APPROVED
TRANSFER 4639. MTS 12/22/1995

THIS CLAIM COINCIDES WITH WATER RIGHT 63-03597E
FEE PAID UNDER RECEIPT NO N003518

THE DIVERSION WORKS INCLUDE 3 WELLS WITH DEEP TURBINE PUMP. THE
WATER IS DISCHARGED INTO PIPELINE SYSTEM FOR SPRINKLER IRRIGATION.
THIS CLAIM IS A RESULT OF A CHANGE OF OWNERSHIP FOR A PORTION OF
CLAIM NO. A63-03597J, FEE PAID UNDER NO. N003518.

SEE ALSO ADDITIONAL CONDITIONS OF APPROVAL AS LISTED ON THE COPY
OF APPROVED TRANSFER NO. 5270 IN FILE.

CLAIM AMENDED PER TRANSFER NO. 5270 APPROVED 11/12/1998.

THIS CLAIM IS A RESULT OF SPLITTING A63-03579J PER APPROVED
TRASFER 5270. 12/31/1998 SB.

THIS CLAIM IS A RESULT OF A CHANGE OF OWNERSHIP SPLITTING CLAIM
A63-03597L BY MTS 2/24/2000. FEE PAID UNDER N003518.

15. Basis of Claim: LICENSE

Water Right Number: 33559

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 _____ 20 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

RECEIVED

APR 21 2000

WATER RESOURCES
WESTERN REGION

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): 63-035976
 Adjudication Claim No(s): A63-03597L

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**.

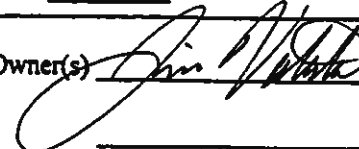
3. Name and Address of Former Owner/Claimant Nolan Victor + Robert Meyers V + M Trust
15²8 Addison Ave East, Twin Falls ID 83301

4. New Owner/Claimant(s) Jim Valentine Sherril Valentine, D.A. Davidson
 Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
 New Mailing Address 14284 W. Lewis LN NAMPA ID 83686
 City, State and ZIP Code _____
 New Telephone Number (208) 467-3388

5. Date you acquired the property JUNE 28, 1999

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.

WARRANTY DEED

FOR VALUE RECEIVED Kendal F. Egbert, trustee of Village Trust
the Grantor, does hereby grant, bargain, sell and convey unto Jim Valentine and Sherri
Valentine, husband and wife

the Grantees, whose address is 14284 W. Lewis Lane, Nampa, ID 83686

the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS
REFERENCE:

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns
forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said
premises; that said premises are free from all encumbrances; except for general taxes and assessments for the year 1999 and
subsequent years, covenants, conditions, restrictions and easements of record; and that they will warrant and defend the same
from all lawful claims whatsoever.

DATED: June 28, 1999

Village Trust

Kendal F. Egbert, trustee

STATE OF IDAHO
COUNTY OF CANYON

On this 29 day of June, 1999,
before me, a notary public, personally appeared Kendal F.
Egbert, known to me to be the person(s) whose name(s) is/are
subscribed to the within instrument as trustee of VILLAGE
TRUST and acknowledged to me that he/she/they executed the
same as such trustee.

Notary Public TWIN FALLS
Residing at Greenleaf, Idaho

My commission expires: 2-99 4/22/2003

PIONEER TITLE COMPANY
OF CANYON COUNTY

100 10TH AVE SOUTH
NAMPA, IDAHO 83651

423 SOUTH KIMBALL
CALDWELL, ID 83605

Exhibit "A"

PARCEL I:

A tract of land in Section 10, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

BEGINNING at the South Quarter corner of said Section 10; thence South 89° 55'10" West a distance of 404.76 feet; thence North 0° 08'43" East a distance of 1,966.85 feet; thence North 48° 44'25" East a distance of 552.96 feet; thence South 0° 23'27" West a distance of 2,330.99 feet along the center Section line of said Section 10 to the POINT OF BEGINNING.

PARCEL II:

A tract of land in Section 10, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

BEGINNING at the Southwest corner of said Section 10; thence North 89° 55'10" East a distance of 1,741.90 feet along the Southerly Section line of said Section 10 to the TRUE POINT OF BEGINNING; thence North 0° 08'43" East a distance of 1,529.08 feet; thence North 48° 44'25" East a distance of 664.89 feet; thence South 0° 08'43" West a distance of 1,966.85 feet; thence South 89° 55'10" West a distance of 498.70 feet to the TRUE POINT OF BEGINNING.

PARCEL III:

A tract of land in Section 10, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

BEGINNING at the Southwest corner of said Section 10; thence North 89° 55'10" East a distance of 1,024.69 feet along the Southerly Section line of said Section 10 to the TRUE POINT OF BEGINNING; thence North 0° East a distance of 897.50 feet; thence North 48° 44'25" East a distance of 959.23 feet; thence South 0° 08'43" West a distance of 1,529.08 feet; thence South 89° 55'10" West a distance of 717.21 feet to the TRUE POINT OF BEGINNING.

This is a legal binding contract, read the entire document carefully, and consult your attorney if you feel the need to do so.

Idaho, Nampa, Idaho April 30, 1999

AGENCY: In this transaction, the brokerage (s) had the following relationship with the BUYER ("agent" or "nonagent" or limited dual agent") Listing broker acted as a ☐ non-agent ☐ agent ☐ limited dual agent for the BUYER. Selling broker acted as a ☐ non-agent ☐ agent ☐ limited dual agent for the BUYER to this transaction. The brokerage (s) involved had the following relationship with the SELLER ("agent" or "nonagent" or limited dual agent") Listing broker acted as a ☐ non-agent ☐ agent ☐ limited dual agent for the SELLER. Selling broker acted as a ☐ non-agent ☐ agent ☐ limited dual agent for the SELLER. Each party signing this document certifies that he or she has received, read and understood the Agency Disclosure brochure and has elected the relationship confirmed above, in addition, each party certifies 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.

BUYER: JIM VALENTINE and SHERRI VALENTINE, husband and wife
Hereinafter called "Buyer" agrees to purchase and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "Property"
PROPERTY ADDRESS AND LEGAL DESCRIPTION: Parcel 1, 2, and 3, Section 10, T2N, R3W, B.M. Cyn Co. Id.
See Exhibit "A" which is hereby attached and made a part hereof.

PRICE/TERMS: Total purchase price is \$118,150.00 dollars (\$118,150.00) \$25,000.00
Cash down payment (including earnest money deposit) \$ 5,000.00 balance of the purchase price to be paid as follows: entire unpaid balance, together with interest of 10% per annum, due May 15, 2001. Buyer agrees to pay accrued interest every 3 months starting 8/15/99. Buyer shall have option of making accelerated payments at any time without penalty.

EARNEST MONEY: Buyer hereby deposits as Earnest Money and receipt is hereby acknowledged of \$ 5,000.00 Evidenced by R Check Cash ☐ Cashier's Check ☐ PIONEER TITLE CO. Nampa Earnest money to be deposited in trust account upon acceptance by all parties and shall be held by PIONEER TITLE CO. Nampa, IDAHO for the benefit of all parties.

INCLUDED ITEMS: All matched floor coverings, attached television antenna, satellite dish (s), and receiving equipment, attached plumbing, bathroom lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, exterior trees, plants or shrubbery, water heating equipment, attached fireplace equipment, awnings, ventilating, cooling, and heating systems, built in and "drop in" ranges, (but excluding all other ranges), fuel tanks, irrigation fixtures and equipment, and any and all, if any, water and water rights, and any and all if any ditches and ditch rights that are appurtenant thereto that are now on or used in conjunction with the premises shall be included in the sale unless otherwise provided herein. Other items specifically included in this sale are none.

ADDITIONAL TERMS/CONDITIONS OR CONTINGENCIES:

It is agreed that the Seller is using IRS 1031 Exchange for closing transaction.

Seller agrees to convey any water rights, but does not warrant ownership of any.

Transaction not voided if delay obtaining correction deed from Montierth to Sellers.

TITLE COMPANY/CLOSING AGENCY: The parties agree that Pioneer Title Co. This Company shall provide any required title Policy and preliminary report of commitment, and shall be the closing agent/long term storage agent unless otherwise stated, herein.

TITLE INSURANCE: Seller to pay for a standard Owner's or Purchaser's Title Policy premium in this transaction. Buyer shall have until 5 days

To object in writing to the condition of the title as set forth in the report. In event Buyer makes written objections to the title Seller shall have a reasonable time, not to exceed 5 days to cure the defects of title or provide affirmative Title Insurance. Buyer makes elect, at his sole remedy, to either terminate this Agreement or cure the defects at Buyer's expense, or proceed to closing, taking title subject to such defects. If Buyer does not so object, Buyer shall be deemed to have accepted the condition of the title. In the event Buyer elects to terminate this agreement due to unsatisfactory title conditions, Buyer shall be entitled to the return of all refundable deposits made by him but that such return of deposits shall not constitute a waiver of other remedies available to Buyer.

CLOSING DATE: On or before the closing date, Buyer and Seller shall deposit with the Closing Agency all funds and instruments necessary to complete the sale. The closing date shall be no later than May 15, 1999, 1999. "Closing Date" means the date on which all documents are either recorded or accepted by an escrow/collection agency and the sale proceeds are available to Seller.

BUYER'S REFUSAL TO CLOSE: If the above conditions dealing with title defects are not present, or if the Buyer fails to close this transaction when good marketable title is available, and Buyer refuses to close this transaction, All parties agree that the earnest money shall be disbursed as follows:

1. Payment of any cancellation title fees or escrow fees. 2. Divide remaining earnest money equally between the Seller and the Real Estate Agents herein.

CONDITION OF PROPERTY AT CLOSING: Buyer agrees to purchase the Property in as condition, where is, with all faults. Buyer will assume all obligations with respect to the Property.

INSPECTION: Buyer hereby acknowledges further that Buyer has not received or relied upon any statements or representations by Broker or Broker's representatives or by Seller which are not herein expressed. Buyer has entered into this agreement relying upon information and knowledge obtained from Buyer's own investigation or personal inspection of the Property.

COMMISSION: Seller hereby agrees to pay the sum of \$ 7,089.00 for broker's fee, to be divided ☐ ADDENDUM IS HEREBY ATTACHED ☐ SEE REVERSE SIDE FOR ADDENDUM/ ACKNOWLEDGEMENT (S)

ENTIRE AGREEMENT: This agreement, including any Addendums or exhibits, constitutes the entire agreement between the parties and no warranty, including any warranty of habitability, agreements or representations have been made or shall be binding upon either party unless herein set forth.

TIME IS THE ESSENCE IN THIS AGREEMENT

ACCEPTANCE: Buyer's offer is made subject to the acceptance of Seller on or before (Date) 5/3/99, 1999 and (Time) _____ If Seller does not accept this Agreement within the time specified the entire earnest money shall be refunded to Buyer on demand.

SELLER PAY: ☐ Title Insurance ☐ 1/4 escrow fee ☐ 1/4 document preparation ☐ Appraisal fee ☐ 1/4 inspection fee ☐ 1/4 Closing fee ☐ Loan assumption

BUYER PAY: ☐ Title Insurance ☐ 1/4 escrow fee ☐ 1/4 document preparation ☐ Appraisal fee ☐ 1/4 inspection fee ☐ 1/4 Closing fee ☐ Loan assumption

LISTING AGENT: Ace Realty, Nampa, Idaho Phone 733-5211 **SELLING AGENT:** Ace Realty, Nampa, Idaho Phone 733-5217

BUYER'S SIGNATURE: _____ **BUYER'S SIGNATURE:** _____
DATE: _____ TIME: _____ PHONE: _____ DATE: _____ TIME: _____ PHONE: _____

SELLER'S SIGNATURE: _____ **SELLER'S SIGNATURE:** _____
DATE: 4/30/99 TIME: 11:00 AM PHONE: (208) 733-2661 DATE: _____ TIME: _____ PHONE: _____

On (date) _____, we hereby acknowledge receipt of a true copy of the agreement containing the signature of the Sellers.

BUYER'S SIGNATURE: _____ **BUYER'S SIGNATURE:** _____

FSA-476 - Notice of Contract Acreage, Payment Yields
and CRP Reduction
(03-31-1996)

CANYON COUNTY FSA OFFICE
2208 E CHICAGO ST
SUITE B
CALDWELL
(208) 454-8695

ID 83605-4475

Mailing Date: 04/18/2000

JIM VALENTINE
14284 W LEWIS
NAMPA

ID 83686-0000

-- Year: 2000-2002

Farm No: 7345

Crop	Contract Acreage	Farm Program Payment Yield	CRP Reduction	CRP Pending
Wheat	0.0	0	0.0	0.0
Corn	0.0	0	0.0	0.0
Barley	132.5	86	0.0	0.0

Remarks:

A husband and wife may sign on behalf of each other unless written denial has been provided to the county office.
A new CCC-478 must be filed within 30 calendar days of the date of this notice for this farm to be enrolled in AMTA.

REMEMBER!!! PFC CONTRACT MUST BE UPDATED WITHIN 30 DAYS OF THE DATE OF THIS LETTER. HELC/PAYMENT LIMITATION STATUS MAY NEED UPDATED ALSO.

Operator JIM VALENTINE
Owner Multiple
Ag Use Acres 135.0
Cropland Acres 135.0
Farm Identifier DIV 6680

Final Date for Appeal/Review: 05/18/2000

WARRANTY DEED

FOR VALUE RECEIVED Kendal F. Egbert, trustee of The Village Trust

the Grantor, does hereby grant, bargain, sell and convey unto Davidson Trust Co., trustee for Medical Center Physicians Group Profit Sharing Plan

the Grantee, whose address is _____

the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE:

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances; except for general taxes and assessments for the year 1999 and subsequent years, covenants, conditions, restrictions and easements of record; and that they will warrant and defend the same from all lawful claims whatsoever.

DATED: June 28, 1999

Village Trust

X By: Kendal F. Egbert
Kendal F. Egbert, trustee

STATE OF IDAHO
COUNTY OF CANYON *TWIN FALLS*

On this 29 day of June, 1999,
before me, a notary public, personally appeared Kendal F. Egbert, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument as trustee of Village Trust and acknowledged to me that he/she/they executed the same as such trustee.

Kolon Victor
Notary Public *TWIN FALLS*
Residing at *Greentree*, Idaho
My commission expires: ~~2-1-99~~

PIONEER TITLE COMPANY
OF CANYON COUNTY

100 10TH AVE SOUTH
NAMPA, IDAHO 83651

423 SOUTH KIMBALL
CALDWELL, ID 83605

REAL ESTATE PURCHASE AND SALE AGREEMENT

This is a legal binding contract, read the entire document carefully, and consult your attorney if you feel the need to do so.

Mapa Idaho April 30, 1999
AGENCY: In this transaction, the brokerage (s) had the following relationship with the BUYER ("agent" or "nonagent" or limited dual agent) Listing broker acted as a ☐ non-agent ☐ agent ☐ limited dual agent for the BUYER. Selling broker acted as a ☐ non-agent ☐ agent ☐ limited dual agent for the BUYER in this transaction. The brokerage (s) involved had the following relationship with the SELLER ("agent" or "nonagent" or limited dual agent) Listing broker acted as a ☐ non-agent ☐ agent ☐ limited dual agent for the SELLER. Selling broker acted as a ☐ non-agent ☐ agent ☐ limited dual agent for the SELLER. Each party signing this document certifies that he or she has received, read and understood the Agency Disclosure brochure and has elected the relationship set forth above. In addition, each party certifies 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.**
BUYER: MEDICAL CENTER PHYSICIANS P.A. EMPLOYEES PROFIT SHARING PLAN
 Hereinafter called "Buyer" agrees to purchase and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "Property"
PROPERTY ADDRESS AND LOCAL DESCRIPTION: Parcels 4, 5, 6, and 7, Section 10, T2N, R3W, BM, Cyn Co. Id.
 See Exhibit "A" which is hereby attached and made a part hereof.

PRICE/TERMS: Total purchase price is \$176,850.00 dollars (\$ 176,850.00) \$ 176,850.00
 Cash down payment, including earnest money deposit, \$ balance of the purchase price to be paid as follows:
 Entire purchase price to be paid in full on closing.

EARNEST MONEY: Buyer hereby deposits as Earnest Money and receipt is hereby acknowledged of \$ Evidenced by ☐ Check Cash ☐ Cashier's check ☐ Note or Earnest money to be deposited in trust account upon acceptance by all parties and shall be held by for the benefit of all parties.

INCLUDED ITEMS: All attached floor coverings, attached television set, satellite dish (s), and receiving equipment, attached plumbing, bathroom lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, exterior trees, plants or shrubbery, water heating equipment, attached fireplace equipment, ventilation, cooling, and heating systems, built in and "drop in" ranges, (but excluding all other ranges), fuel tanks, irrigation fixtures and equipment, and any and all, if any, water and water rights, and any and all if any ditches and ditch rights that are appurtenant thereto that are now on or used in connection with the premises shall be included in the sale unless otherwise provided herein. Other items specifically included in this sale none

ADDITIONAL TERMS/CONDITIONS OR CONTINGENCIES: Seller to use IRS 1031 Exchange to close transaction. Seller agrees to convey any water rights, but does not represent or warrant any. Transaction not voided if delay obtaining correction deed from Montierth to Sellers.

TITLE COMPANY/CLOSING AGENCY: The parties agree that Pioneer Title/Mapa. This Company shall provide any required Title Policy and preliminary report of commitment, and shall be the closing agent/long term escrow agent unless otherwise noted, herein.
TITLE INSURANCE: Seller to pay for a standard Owner's or Purchaser's Title Policy premium in this transaction. Buyer shall have until 5 days to object in writing to the condition of the title as set forth in the report. In event Buyer makes written objections to the title Seller shall have a reasonable time, not to exceed 5 days to cure the defects of title or provide alternative Title Insurance. Buyer make clear, at its sole remedy, to either terminate this Agreement or cure the defects of Buyer's expense, or proceed to closing, taking title subject to such defects. If Buyer does not so object, Buyer shall be deemed to have accepted the condition of the title. In the event Buyer elects to terminate this agreement due to unsatisfactory title conditions, Buyer shall be entitled to the return of all refundable deposits made by him but that such return of deposits shall not constitute a waiver of other remedies available to Buyer.
CLOSING DATE: On or before the closing date, Buyer and Seller shall deposit with the Closing Agency all funds and instruments necessary to complete the sale. The closing date shall be no later than May 15, 1999. "Closing Date" means the date on which all documents are either recorded or accepted by an escrow/closing agency and the sale proceeds are available to Seller.

BUYER'S REFUSAL TO CLOSE: If the above conditions dealing with title defects are not present, or if the Buyer fails to close this transaction when good marketable title is available, and Buyer refuses to close this transaction, All parties agree that the earnest money shall be disbursed as follows:
 1. Payment of any cancellation title fee or escrow fee. 2. Divide remaining earnest money equally between the Seller and the Real Estate Agents herein.

CONDITION OF PROPERTY AT CLOSING: Buyer agrees to purchase the Property in as is condition, where is, with all faults. Buyer will assume all obligations with respect to the Property.

INSPECTION: Buyer hereby acknowledges further that Buyer has not received or relied upon any statements or representations by Broker or Broker's representatives or by Seller which are not herein expressed. Buyer has entered into this agreement relying upon information and knowledge obtained from Buyer's own investigation or personal inspection of the Property.

COMMISSION: Seller hereby agrees to pay the sum of \$ 10,611.00 for broker's fee, to be divided

☐ ADDENDUM IS HEREBY ATTACHED ☐ SEE REVERSE SIDE FOR ADDENDUM/ACKNOWLEDGMENT (S)

ENTIRE AGREEMENT: This agreement, including any Addendums or exhibits, constitutes the entire agreement between the parties and no warranties, including any warranty of habitability, agreements or representations have been made or shall be binding upon either party unless herein set forth.

TIME IS THE ESSENCE IN THIS AGREEMENT

ACCEPTANCE: Buyer's offer is made subject to the acceptance of Seller on or before (Date) May 3, 1999 and (Time) . If Seller does not accept this Agreement within the time specified the entire earnest money shall be refunded to Buyer on demand.

SELLER PAY: ☐ Title Insurance ☐ Escrow fee ☐ 1/2 document preparation ☐ Appraisal fee ☐ 1/2 Inspection fee ☐ 1/2 Closing fee ☐ Loan assumption

BUYER PAY: ☐ Title Insurance ☐ Escrow fee ☐ 1/2 document preparation ☐ Appraisal fee ☐ 1/2 Inspection fee ☐ 1/2 Closing fee ☐ Loan assumption

LISTING AGENT: Acc Realty Helen White Phone 733-5217 **SELLING AGENT:** Acc Realty Helen White Phone 733-5217

BUYER'S SIGNATURE: X **DATE:** **TIME:** **PHONE:** **BUYER'S SIGNATURE:** X **DATE:** **TIME:** **PHONE:**

SELLER'S SIGNATURE: William Travis **DATE:** 4/30/99 **TIME:** 11:00 am **PHONE:** (208) 933-4444 **SELLER'S SIGNATURE:** John Travis **DATE:** **TIME:** **PHONE:**

On (date) 5-4-99, we hereby acknowledge receipt of a true copy of this document containing the signature of the Seller.
BUYER'S SIGNATURE: X David Smith **BUYER'S SIGNATURE:** John Travis

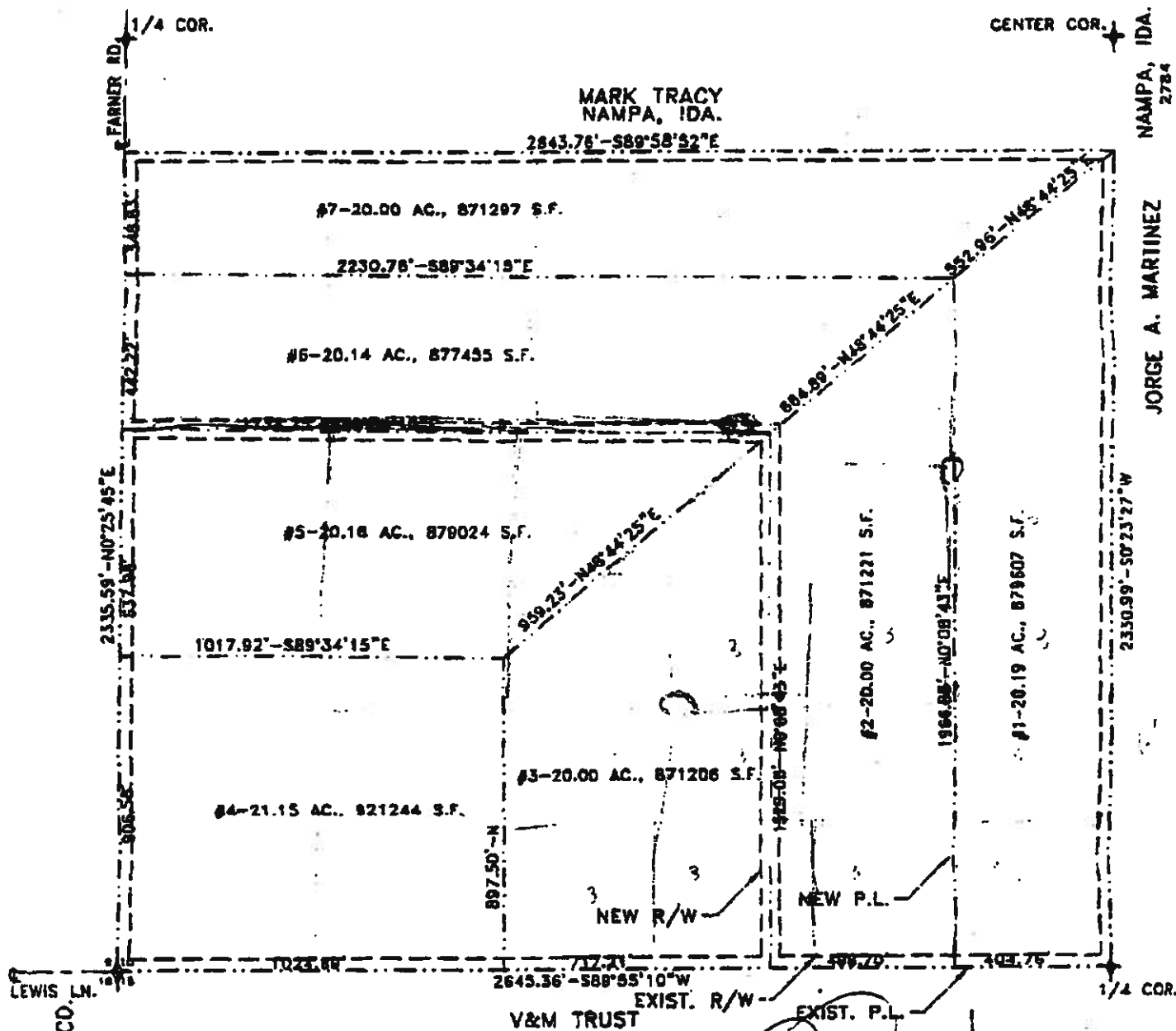
PROPERTY
DESIGN

JOB#: NV4
FOR: V&M TRUST
© TWIN FALLS, ID.

DATE:
SEP., '97
AMEND. MAR., '98

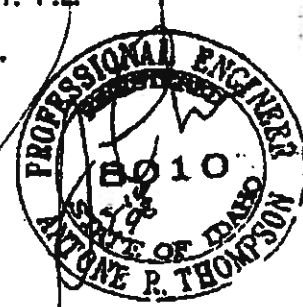
Engineering
15. SOUTH 500 WEST
Cedar City, Ut. 84720
Ph. & FAX. (801) 586-1345

PAGE #1
1



Part 81.45 ac.

acres.
60.19



Total 141.64
acre

ATTENTION
NEL

EXHIBIT "A"

WARRANTY DEED

Amended Mar. 16, '98

For Value Received V & M TRUST, the grantor, does hereby grant, bargain, sell and convey unto, VILLAGE TRUST, the grantee, whose current postal address is 1528 Addison Avenue East, Twin Falls, Idaho 83301, the following described premises, in Canyon County, Idaho, to-wit:

LEGAL DESCRIPTIONS OF LAND PARCELS IN SEC. 10, T2N, R3W, B.M., CYN. CO., ID.

DESCRIPTION 1

A tract of land in Sec. 10, T2N, R3W, B.M., Canyon Co., Ida. Beg. @ the S1/4 Cor. of said Section 10; th. S89°55'10"W 404.76'; th. N0°08'43"E 1966.85'; th. N48°44'25"E 552.96'; th. S0°23'27"W 2,330.99' along the Center section line of said Sec. 10 to the P.O.B. Excepting a 40' ingress & egress of an existing road & utility right-of-way along the S'yly sec. line of said section 10. Excepting a 30' ingress & egress of an existing road & utility right-of-way along the center sec. line of said sec. 10.

DESCRIPTION 2

A tract of land in Sec. 10, T2N, R3W, B.M., Canyon Co., Ida. Beg. @ the SW Cor. of said Section 10; th. N89°55'10"E 1741.90' along the S'yly section line of said Sec. 10 to the true P.O.B.; th. N0°08'43"E 1529.08'; th. N48°44'25"E 664.89'; th. S0°08'43"W 1966.85'; th. S89°55'10"W 498.70' to the true P.O.B. Excepting a 40' ingress & egress of existing road & utility right-of-way along the S'yly sec. line of said section 10. Excepting a 30' ingress & egress of a future road & utility right-of-way along the W'yly line of said property.

DESCRIPTION 3

A tract of land in Sec. 10, T2N, R3W, B.M., Canyon Co., Ida. Beg. @ the SW Cor. of said Section 10; th. N89°55'10"E 1024.69' along the S'yly section line of said Sec. 10 to the true P.O.B.; th. N0° E 897.50'; th. N48°44'25"E 959.23'; th. S0°08'43"W 1529.08'; th. S89°55'10"W 717.21' to the true P.O.B. Excepting a 40' ingress & egress of existing road & utility right-of-way along the S'yly sec. line of said section 10. Excepting a 30' ingress & egress of a future road & utility right-of-way along the E'yly line of said property.

DESCRIPTION 4

A tract of land in Sec. 10, T2N, R3W, B.M., Canyon Co., Id. Beg. @ the SW Cor. of said Section 10; th. N0°25'45"E 906.58' along the W'yly section line of said Sec. 10; th. S89°34'15"E 1017.92'; th. S0°E 897.50'; th. S89°55'10"W 1024.69' to the P.O.B. Excepting a 40' ingress & egress of existing road & utility right-of-way along the W'yly & S'yly sec. line of said section 10.

DESCRIPTION 5

A tract of land in Sec. 10, T2N, R3W, B.M., Canyon Co., Ida. Beg. @ the SW Cor. of said Section 10; th. N0°25'45"E 906.58' along the W'ly section line of said Sec. 10 to the true P.O.B.; th. N0°25'45"E 637.98'; th. S89°34'15"E 1734.25'; th. S48°44'25"W 959.23'; th. N89°34'15"W 1017.92' to the true P.O.B.

Excepting a 40' ingress & egress of existing road & utility right-of-way along the W'ly sec. line of said section 10.

Excepting a 30' ingress & egress of a future road & utility right-of-way along the N'ly line of said property.

DESCRIPTION 6

A tract of land in Sec. 10, T2N, R3W, B.M., Canyon Co., Ida. Beg. @ the SW Cor. of said Section 10; th. N0°25'45"E 1544.56' along the W'ly section line of said Sec. 10 to the true P.O.B.; th. N0°25'45"E 442.22'; th. S89°34'15"E 2230.76'; th. S48°44'25"W 664.89'; th. N89°34'15"W 1734.25' to the true P.O.B.

Excepting a 30' ingress & egress of a future road & utility right-of-way along the S'ly property line.

Excepting a 40' ingress & egress of an existing road & utility right-of-way along the W'ly line of sec. 10.

DESCRIPTION 7

A tract of land in Sec. 10, T2N, R3W, B.M., Canyon Co., Ida. Beg. @ the SW Cor. of said Section 10; th. N0°25'45"E 1986.76' along the W'ly section line of said Sec. 10 to the true P.O.B.; th. N0°25'45"E 348.83'; th. S89°58'52"E 2643.76'; th. S48°44'25"W 552.96'; th. N89°34'15"W 2230.76' to the true P.O.B.

Excepting a 40' ingress & egress of existing road & utility right-of-way along the W'ly sec. line of said section 10.

Excepting a 30' ingress & egress of a future road & utility right-of-way along the N'ly line of said property.

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

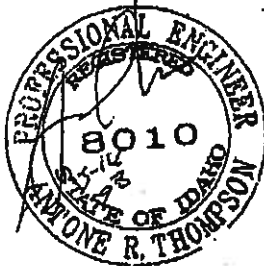
DATED: 3/18/98

Kendal F. Egbert Trustee V & M TRUST

STATE OF IDAHO)

COUNTY OF TWIN FALLS) ss

On the 18th day of March, 1998, before me, a Notary Public in and for said State, personally appeared Kendal F. Egbert, known or identified to me to be the Trustee of the V & M. Trust that executed this instrument, or the person who executed the instrument on behalf of said Trust, and acknowledged to me that he executed the same as such Trustee.



Notary Public
Notary Public for Idaho
Residing in Twin Falls, Idaho
Commission Expires 4/22/2003



Split Tree A63-03597L

A63-03597 L (N/O Monticelli, Victor 272)

DR: 3.41 cfs

AV: 1649.30

POD's: 2N, 3W, S10, SENW

S11, NWSW

S14, SESW

POU: 2N, 3W, S10, SWNE -16ac

NESW - 30

NWSW - 29

SWSW - 39

SESW - 39

NESE - 21

NWSE - 40

SWSE - 39

SESE - 37 29

S15, NENW - 39

SWNW - 39

SENW - 40

118

408

A63-03597P (N/O Monticelli, Victor, 272)

DR: 226 cfs

AV: 1095.5 AF

POD: 2N, 3W, S10, SENW

S11, NWSW

S14, SESW

POU: 2N, 3W, S10, SWNE -16

NESE - 21

NWSE - 40

SWSE - 39

SESE - 37 15

S15, NENW - 39

SWNW - 39

SENW - 40

118

271

A63-03597N

N/O Valentine & Davidson Trustee

QR: 1.15 cfs

AV: 553.8 AF

POA: same

POU: 2N, 3W, S10, NESW - 30 NWSW - 29

SWSW - 39 SESEW - 39 137.

These splits are based on ownership change
filed 4-21-2000 by Jim Valentine

Remark: 42% ownership to Jim & Sheri Valente
58% ownership to Davidson Trust Co.
trustee for Medical Center Physicians
Fbo Jim Valentine

02/26/2007

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

RIGHT NUMBER: 63-32060

NAME AND ADDRESS: DANIAL LISTER
423 AUTUMN DR
NAMPA ID 83686

JENNIFER LISTER
423 AUTUMN DR
NAMPA ID 83686

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.080 CFS
39.000 AFY

PRIORITY DATE: 04/13/1967

POINT OF DIVERSION:

T02N R03W S15 SENENW Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 11/15	0.080 CFS 39.00 AFY
The use of water for irrigation under this right may begin as early as March 1, provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.		

PLACE OF USE: IRRIGATION in CANYON County

T02N R03W S15 NENW 9.80

9.8 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

02/26/2007

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

Failure of the right holder to comply with the conditions of Transfer 71811 is cause for the Director to rescind approval of the transfer.

Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.

After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.

Property is also known as Lot 4, Salmon Ridge Subdivision.

This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.

The right holder shall accomplish the change authorized by Transfer 71811 by 7-26-2008.

Shurte, Jan

From: Skaggs, Pam
Sent: Thursday, February 08, 2007 10:04 AM
To: Shurte, Jan; Fritschle, Carter
Subject: Recommendations 63-32057, 63-32058 & 63-32060

FYI: These rights were the result of Transfers approved in 2005. Orders granting an Extension of Time to Complete Transfer were issued for each, extending the completion date to 07-26-2008. I don't know if/how this affects your recommendations. I normally just add a comment to the rights for reference. The documents will be scanned as time allows.

Transfer 71811 - 63-32060

Transfer 71815 - 63-32057

Transfer 71816 - 63-32058

Pam

Jandy - Would you please ~~not~~ change the one year transfer condition on these to (The right holder shall accomplish the change authorized by Transfer No. 71811 by 7-26-2008.) No NCAP needed as this is an explanatory remark. Please make copy for each file & put this memo in each.

Thanks,
Jan

2-22-07

03/03/2006

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

RIGHT NUMBER: 63-32060

NAME AND ADDRESS: DANIAL LISTER
423 AUTUMN DR
NAMPA ID 83686

JENNIFER LISTER
423 AUTUMN DR
NAMPA ID 83686

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.080 CFS
39.000 AFY

PRIORITY DATE: 04/13/1967

POINT OF DIVERSION:

T02N R03W S15 SENENW Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 11/15	0.080 CFS 39.00 AFY
The use of water for irrigation under this right may begin as early as March 1, provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.		

PLACE OF USE: IRRIGATION Within CANYON County

T02N R03W S15 NENW 9.80

9.8 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

03/03/2006

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

Failure of the right holder to comply with the conditions of Transfer 71811 is cause for the Director to rescind approval of the transfer.

Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.

After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.

Property is also known as Lot 4, Salmon Ridge Subdivision.

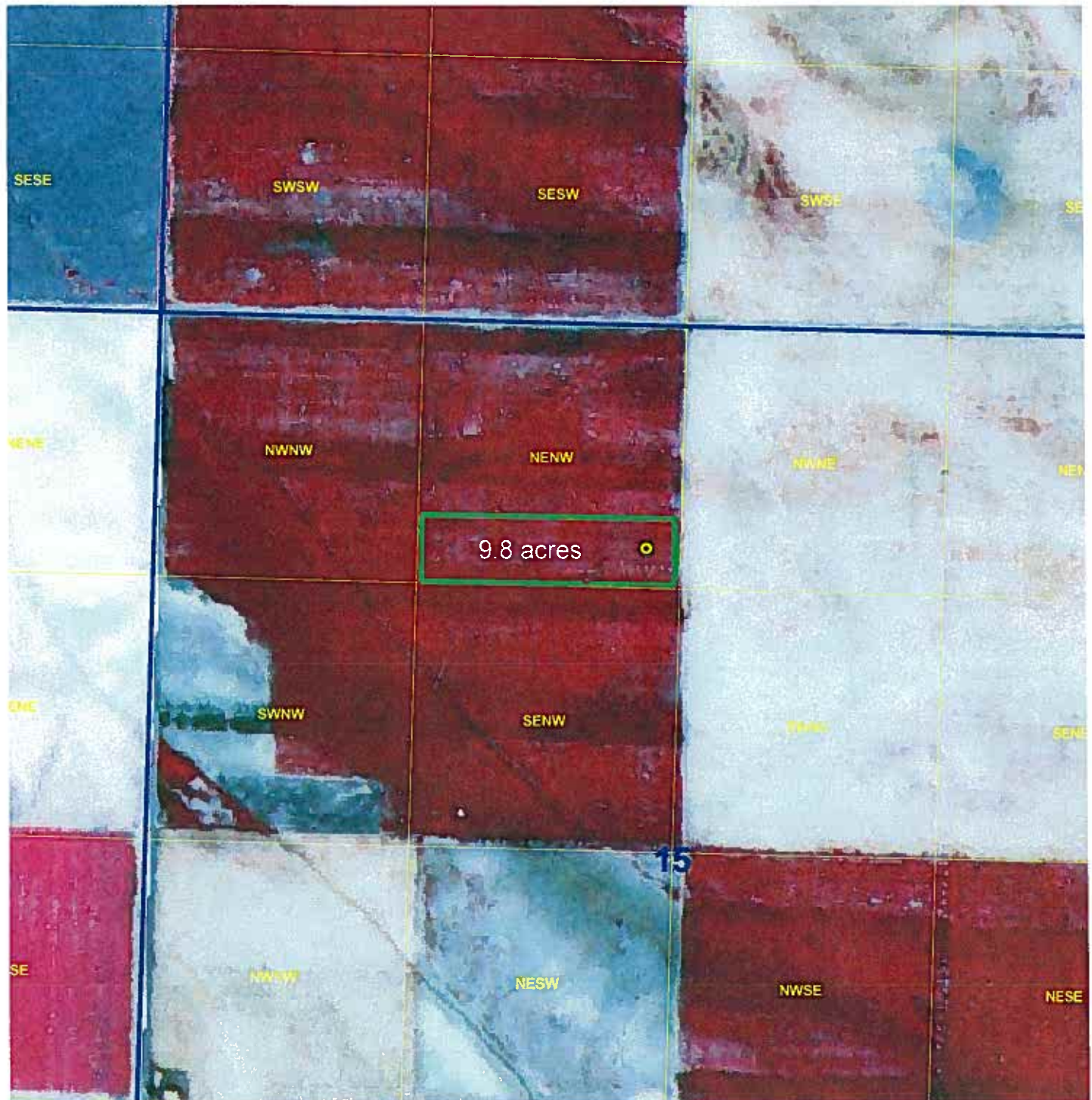
This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.

The right holder shall accomplish the change authorized by Transfer 71811 within one year of the date of the approval.

Idaho Department of Water Resources

63-32060

T02N R03W S15



- ⊙ Point of Diversion
- ▭ Place of Use
- ▭ Sections
- ▭ Quarter Quarter



400 0 400 800 1200 1600 Feet

A scale bar with markings at 400, 0, 400, 800, 1200, and 1600 feet.

IDWR
Prepared by: Sandy Egbert
Date: March 3, 2006
1987 NAAP Photography

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-32060 V1

WATER RIGHT NUMBER: 63-32060 V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	DANIAL LISTER 423 AUTUMN DR NAMPA, ID 83686 (208)463-0509
Original Owner	BRYCE MILLAR RT 7 BOX 7380 NAMPA, ID 83651
Current Owner	JENNIFER LISTER 423 AUTUMN DR NAMPA, ID 83686 (208)463-0509

Priority Date: 04/13/1967

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/15 to 11/15	0.080 CFS	39.00 AF
	<u>Total Diversion:</u>	0.080 CFS	39.00 AF

Location of Point(s) of Diversion

GROUND WATER	SE1/4NE1/4NW1/4	Sec. 15, Twp 02N, Rge 03W, B.M.
CANYON County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02N	03W	15					9.8												9.8

Total Acres: 9.8

Conditions of Approval:

1. T08 Failure of the right holder to comply with the conditions of Transfer 71811 is cause for the Director to rescind approval of the transfer.
2. S39 The use of water for irrigation under this right may begin as early as March 1, provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-32060 V1

3. C18 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.
4. 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
5. 01M After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
6. J01 Property is also known as Lot 4, Salmon Ridge Subdivision.
7. R65 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
8. T07 The right holder shall accomplish the change authorized by Transfer 71811 within one year of the date of the approval.

Remarks:Comments:

1. pskaggs 7/26/2005 12:41:45 PM Transferred Right
Comment: This is now a approved transfer, transfer number = 71811

Dates and Other Information:

Decreed Date:
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 Defendant:
 Plaintiff:
 Civil Case Number:
 Judicial District:
 Notice of Error Flag:
 State or Federal:
 Owner Name Connector: And
 Water District Number:
 Generic Max Rate Per Acre: 0.02
 Generic Max Volume Per Acre: 4.5
 Swan Falls Trust or Nontrust:
 Swan Falls Dismissed:
 DLE Act Number:
 Carey Act Number:
 Mitigation Plan: False

Combined Use Limits:Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
Priority Date	3/3/2006 3:18:23 PM	segbert			Active
POD	3/3/2006 3:18:39 PM	segbert			Active
Source	3/3/2006 3:19:12 PM	segbert			Active
POU	3/3/2006 3:19:25 PM	segbert			Active
Use	3/3/2006 3:19:57 PM	segbert			Active
Season	3/3/2006 3:20:24 PM	segbert			Active
Quantity	3/3/2006 3:20:55 PM	segbert			Active
Summary			03/03/2006	segbert	Active

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 63-32060 V1

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
General	3/3/2006 3:18:22 PM	segbert	(No) 1. Should this water use have been included in a later court decree of the water rights from this source? (Yes) 4. Is the basis of claim decree or license? (Yes) 5. Does the decree or license have a Priority Date? (Yes) 6. Did the Claimant claim the decreed or licensed Priority Date ? (Yes) 15. Is the basis of claim coded correctly? (No) 16. Is a Priority Date remark and/or condition required?
POD	3/3/2006 3:18:37 PM	segbert	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a POD? (Yes) 5. Can the claimed POD be verified using the water right file? (No) 10. Is a POD remark and/or condition required?
POD	3/3/2006 3:18:53 PM	segbert	Updated shape
Source	3/3/2006 3:19:11 PM	segbert	(Yes) 1. Is the basis of claim Decree or License? (Yes) 4. Does the Decree or License have a source? (Yes) 5. Can the claimed source be verified using the water right file? (No) 11. Is a Source remark and/or condition required?
POU	3/3/2006 3:19:24 PM	segbert	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 2a. Is the POU required? (Yes) 5. Does the Decree or License have a POU? (Yes) 6. Can the claimed POU be verified using the water right file? (No) 14. Is a POU remark and/or condition required?
POU	3/3/2006 3:19:41 PM	segbert	Updated shape for Active POU
Use	3/3/2006 3:19:56 PM	segbert	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a Purpose of Use? (Yes) 5. Can the claimed Purpose of Use be verified using the water right file? (No) 13. Is a Purpose of Use remark and/or condition required?

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-32060 V1

Summary	3/3/2006 3:24:27 PM	segbert	(Yes) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice? (No) 2. Does any evidence indicate a five year period of continuous nonuse occurred that could result in recommending forfeiture or partial forfeiture? (No) 5. Does this right have any combined use limits with other rights? (Yes) 6. Is an additional remark and/or condition required? (Yes) 7. Would you like to view the recommended right? (No) 8. Is this a split or combined right? (No) 9. Do you have documents you would like to attach or link to the file? (Yes) 10. Would you like to set the verification date?
Season	3/3/2006 3:20:23 PM	segbert	(Yes) 1. Is the basis of claim Decree or License? (Yes) 4. Does the Decree or License have a Period of Use? (Yes) 5. Can the claimed Period of Use be verified using the water right file? (Yes) 14. Is irrigation claimed as a Purpose of Use? (Yes) 16. Is the Period of Use on the decree, license or transfer shorter on either the start date or end date than allowable under current IDWR standards? (No) 17. Was the Period of Use shortened by a Transfer to a standard Period of Use that is shorter than the current standard Period of Use? (Yes) 18. Is a Period of Use remark and/or condition required?
Quantity	3/3/2006 3:20:55 PM	segbert	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a diversion rate and/or volume? (Yes) 5. Can the claimed diversion rate and/or volume be verified using the water right file? (Yes) 8. Does the parent right have an annual diversion volume limit? (Yes) 10. Is a irrigation a purpose of use? (No) 12. Is a Quantity remark or condition required? Description for Question 10 - per transfer

Water Supply Bank:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-32060

WATER RIGHT NUMBER: 63-32060

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	DANIAL LISTER 423 AUTUMN DR NAMPA, ID 83686 (208)463-0509
Original Owner	BRYCE MILLAR RT 7 BOX 7380 NAMPA, ID 83651
Current Owner	JENNIFER LISTER 423 AUTUMN DR NAMPA, ID 83686 (208)463-0509

Priority Date: 04/13/1967 ✓

Basis: License ✓

Status: Active ✓

<u>Source</u>	<u>Tributary</u>
GROUND WATER ✓	

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION ✓	03/15 to 11/15 ✓ 3-1 to 11-15	0.080 CFS ✓	39.00 AF ✓
	<u>Total Diversion:</u>	0.080 CFS ✓	39.00 AF ✓

Location of Point(s) of Diversion

GROUND WATER	SE1/4NE1/4NW1/4 ✓	Sec. 15, ✓ Twp 02N, Rge 03W, B.M.
CANYON County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02N	03W	15					9.8												9.8

Total Acres: 9.8

Conditions of Approval:

1. R65 *ETP* This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above;
2. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
3. X59 Point of diversion and place of use are located within Lot 4, Salmon Ridge Subdivision.
4. P21 This right is a split from former right 63-31287.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-32060

5. 01M After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
6. ~~T06~~ Approval of this transfer does not preclude the opportunity for review of the validity of this water right in the ongoing Snake River Basin Adjudication.
7. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
8. 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
9. ~~X61~~ 539 The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 3/15 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date of this approval.

Remarks:

Comments:

1. pskaggs 7/26/2005 12:41:44 PM Transferred Right
Comment: This is now an approved transfer, transfer number = 71811

Water Supply Bank:

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 63-3597G

WATER RIGHT NUMBER: 63-3597G

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	BRYCE MILLAR RT 7 BOX 7380 NAMPA, ID 83651

Priority Date: 04/13/1967

Basis: License

Status: Active Transferred

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	3/15 to 11/15	3.410 CFS	1,657.10 AF
	<u>Total Diversion:</u>	3.410 CFS	1,657.10 AF

Location of Point(s) of Diversion

GROUND WATER	SE1/4SW1/4	Sec. 14, Twp 02N, Rge 03W, B.M.
CANYON County		
GROUND WATER	NW1/4SW1/4	Sec. 11, Twp 02N, Rge 03W, B.M.
CANYON County		
GROUND WATER	SE1/4NW1/4	Sec. 10, Twp 02N, Rge 03W, B.M.
CANYON County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02N	03W	10			16.0						30.0	29.0	39.0	39.0	21.0	40.0	39.0	37.0	290.0
02N	03W	15					39.0		39.0	40.0									118.0

Total Acres: 408

Conditions of Approval:Remarks:

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 63-3597G

Comments:

1. SCURTIS 11/1/1995 TRANSFER 4639

Comment: Trans. #4639 was filed to add a point of diversion under a portion of Right 63-03597C, splitting it into parts E & F.

2. PSKAGGS 11/10/1998 TRANSFER 5270

Comment: Transfer 5270 changes the point of diversion under a portion of Right 63-03597E, splitting the right into Parts G & H.

3. pskaggs 8/29/2001 Transfer 5741/66108

Comment: Transfer 5741/66108 changed the point of diversion under a portion of AJ Claim 63-3597P, splitting the right into AJ Claims 63-31287 & 63-31288. The WR record associated with the transfer is 63-3597G.

Water Supply Bank:

State of Idaho
Department of Water Administration

LICENSE OF WATER RIGHT

License of Water Right No. 33559/63-3597 Priority April 13, 1967 Amount 7.53 cfs

THIS IS TO CERTIFY, that BRYCE MILLAR
of Nampa, Idaho, has complied with the terms and conditions of Permit
No. 33559/63-3597 issued pursuant to Application for Permit dated April 13, 1967,
and has submitted proof to the Department of Water Administration on January 20, 1972,
that he has applied water to a beneficial use; an examination by the Department indicates that the
works have a capacity of 7.53 cfs, and that the water has in fact been applied to a
beneficial use; a right to the use of water from a ground water source
tributary of _____, is hereby confirmed in the following amounts:
Amount 7.53 cfs for Irrigation from March 15 to Nov. 15 (both dates inclusive)
Amount _____ for _____ from _____ to _____ (both dates inclusive)
Amount _____ for _____ from _____ to _____ (both dates inclusive)
Subject, however, to the condition that no more than 7.53 cfs of water be diverted at
any one time, said waters to be diverted within the SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 10; NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 11;
and SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 14; Twp. 2 N, Rge. 3 W, B.M.
in the county of Canyon; and that the amount of water so diverted and to which such
right is entitled and confirmed is for the purposes aforesaid and is limited to the amount which can
actually be beneficially used and shall not exceed 3,614 acre feet per year or _____
4.5 acre feet per acre.

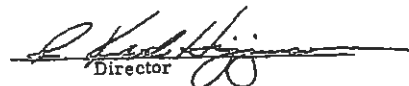
Description and location of place of use:

TWP.	RANGE	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SE $\frac{1}{4}$	SW $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SE $\frac{1}{4}$	SW $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SE $\frac{1}{4}$	SW $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SE $\frac{1}{4}$	SW $\frac{1}{4}$	
2 N	3 W	10			36	7			37	40	40	39	39	39	21	40	39	37	414
		11							36	26	40	40	39	39		40	39	39	338
		15					39	38	39	40									156

Total number of acres irrigated 908

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

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 30 day of
January, 19 73.

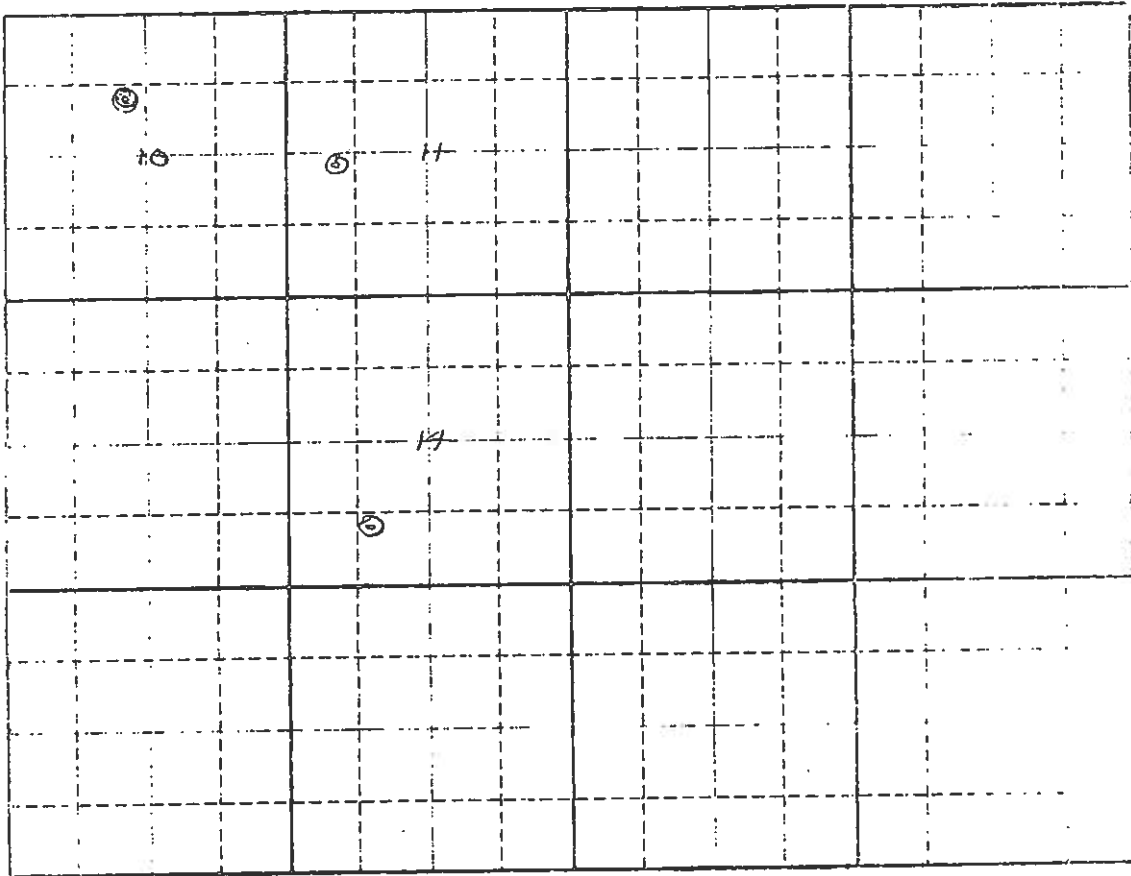

Director

63 3597

63 3597

33 3597

Complete the following map by showing land and point of diversion as proposed by this amendment. Show 40 acre subdivisions, sections, townships, ranges, and ditches.



Scale: 2 inches equal 1 mile

That no one will be injured by such change, and that such change will be made at permit holder's own risk

Signed at Nampa, Idaho, this 15 day of Sept, 19 72

Bryce Miller
(signature)

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER ADMINISTRATION

I, R. KEITH HIGGINSON, Director of the Department of Water Administration
hereby approve the above application for amendment for Permit No. 33559/63-3597.

Witness my hand this 12 day of January, 19 73

R. Keith Higgins
Director

DEPT. OF WATER ADMINISTRATION. YORK
FIELD REPORT

1. Name of permit holder BRYCE MILLAR
Post office address Route #7 Box #7388 Nampa, Idaho Phone _____
Person to contact _____ Phone _____

2. Source of water supply: Groundwater ☒ Surface water ☐ _____ (name spring, stream, etc.)
Tributary to _____

3. Water will be used for the following purposes:

Amount 19.72 c.f.s. for irrigation
 AF/Annum (nature of use)

Period of Use: from March 15 to Nov. 15
(mo.-day) inclusive (mo.-day)

Amount _____ c.f.s. for _____
 _____ AF/Annum (nature of use)

Period of Use: from _____ to _____
(mo.-day) inclusive (mo.-day)

Amount _____ c.f.s. for _____
 _____ AF/Annum (nature of use)

Period of Use: from _____ to _____
(mo.-day) inclusive (mo.-day)

Other uses: _____

4. Total amount to be appropriated:

Max Rate of Diversion 19.72 cubic feet per second and annual volume _____ AF/Annum.

5. Location of Point(s) of Diversion:

Township 2 N N/S, Range 3 W E/W, B.M., Section 11, Subdivision SE $\frac{1}{4}$ NW $\frac{1}{4}$, Canyon County

Township 2 N N/S, Range 3 W E/W, B.M., Section 10, Subdivision Cntr $\frac{1}{4}$ $N\frac{1}{2}$ $\frac{1}{4}$ Canyon
County

Township _____ N/S, Range _____ E/W, B.M., Section _____, Subdivision _____ $\frac{1}{4}$ _____ $\frac{1}{4}$ _____ County _____

Other Points of Diversions: _____

Description of diverting works: pump, motor and sprinkler

Measuring device required: yes ☐ no ☒

6. Lands to be irrigated or place of use.

[illegible]

2507 TOTAL ACREAGE 986

R 34

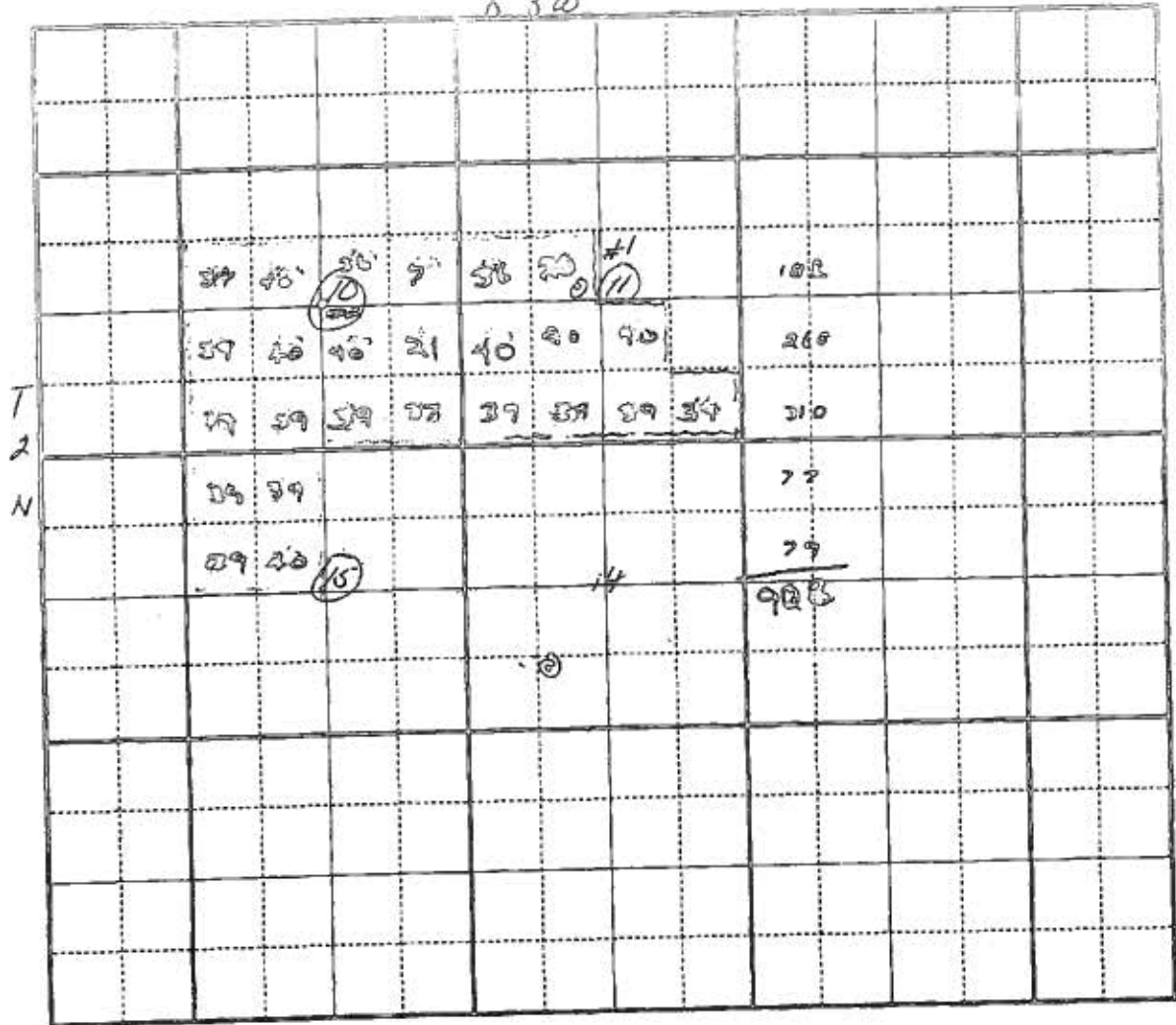


Diagram of System

DATE EXAMINATION RECORDS

_____	_____
_____	_____
_____	by: _____
_____	_____
_____	by: _____
_____	_____
_____	by: _____
_____	_____
_____	by: _____

ROW

13.2

13.6

43

7.6

D91
126.0

239.0

182.9

D84
121.0

16 15

D

199.0

13.0

15

D

199.0

E

202.9

D84
070

B

74.5

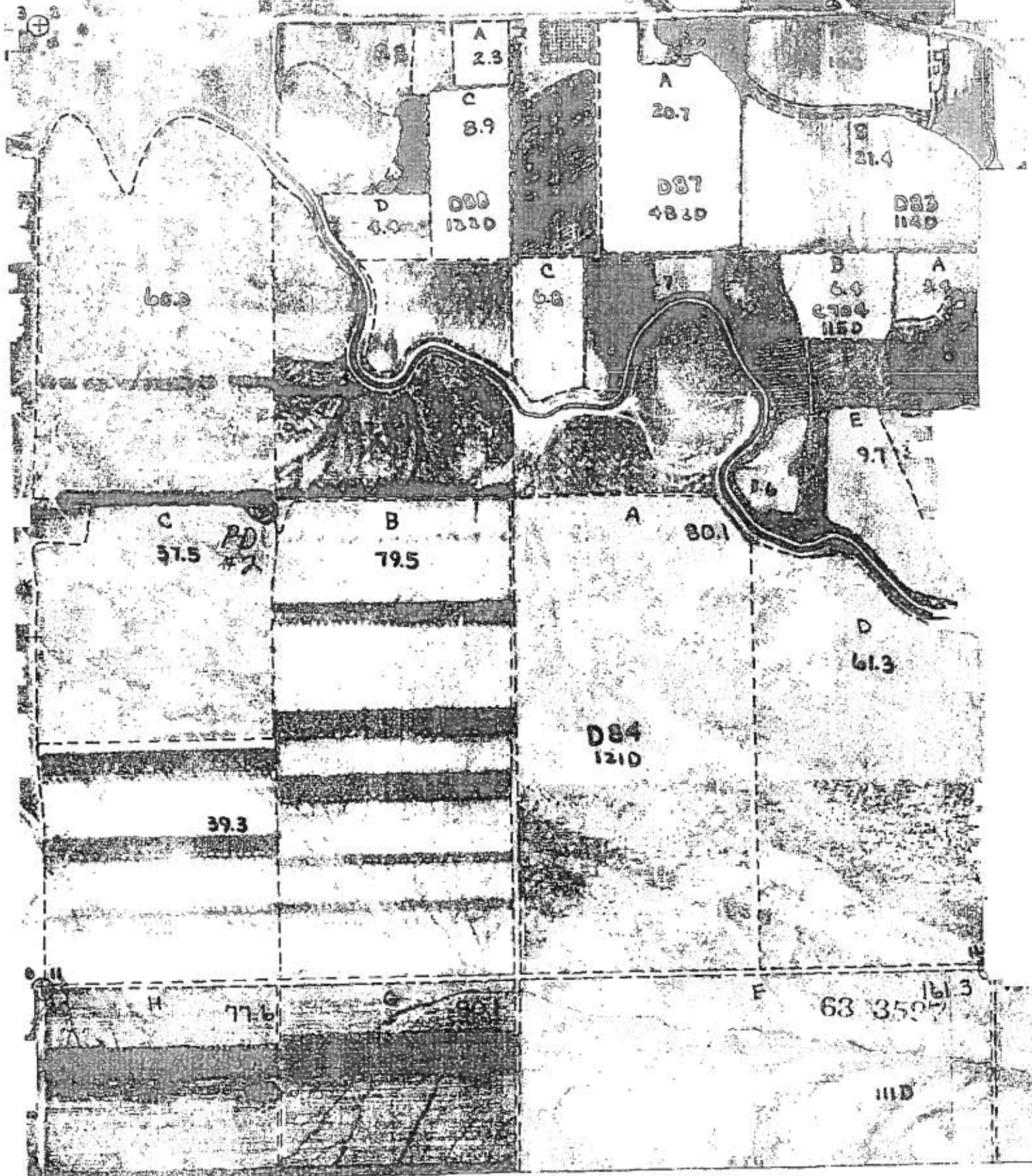
D86

129.0

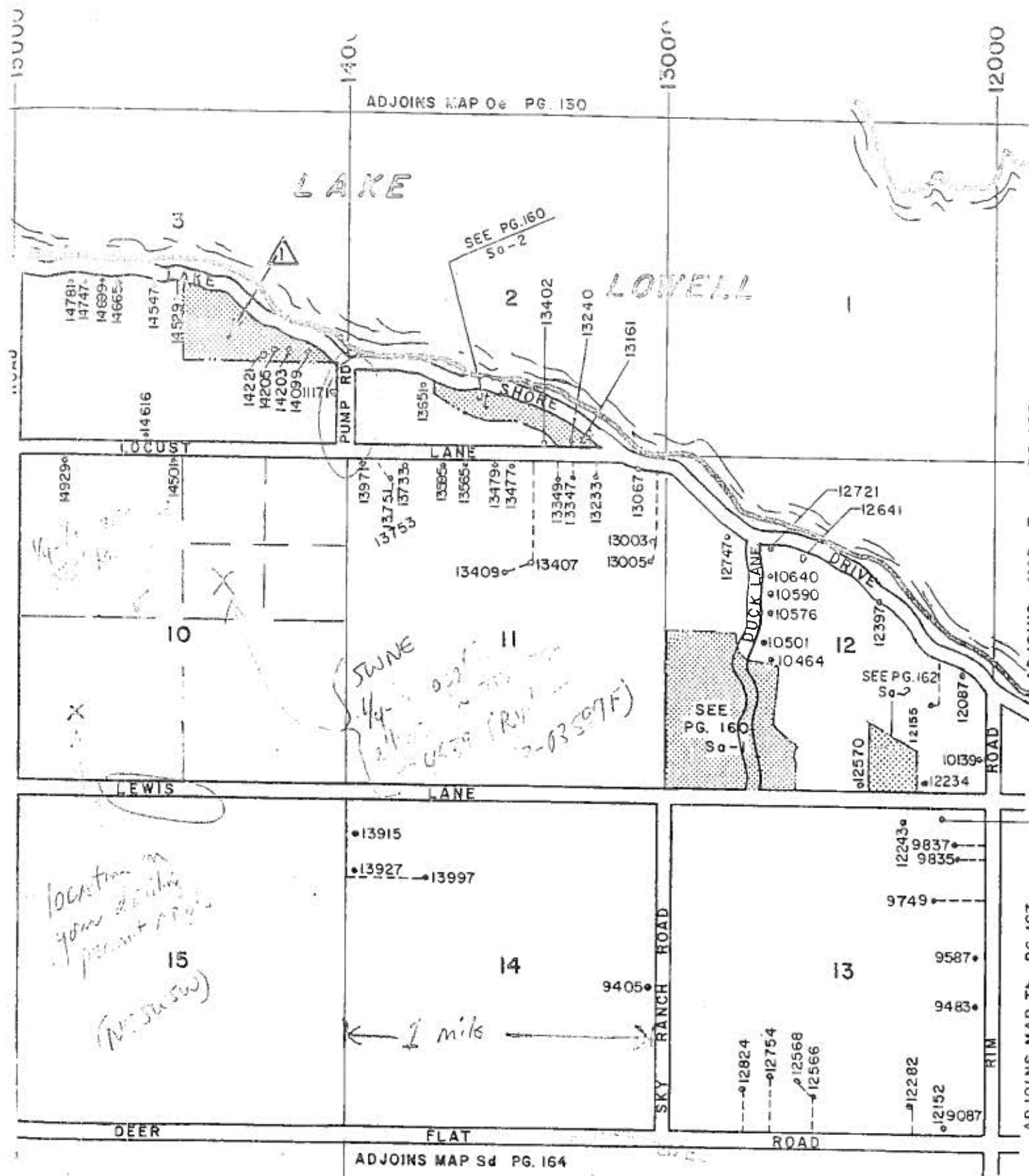
15

22

Sec 11 T2N R3W



63 3505



SECTIONS

1, 2, 3, 10, 11, 12, 13, 14, 15 T.2N., R.3W.

Montierth (H) ~ 260 ac
 Meyers (M) ~ 640 ac
 Victor (V) ~ 516 ac

4/1994

Meyers / Montierth / Victor

T 2 N, R 3 W, B.M.

PROPOSED PARTITIONS

PARCEL #1 ☐
 PARCEL #2 ☐
 PARCEL #3 ☒

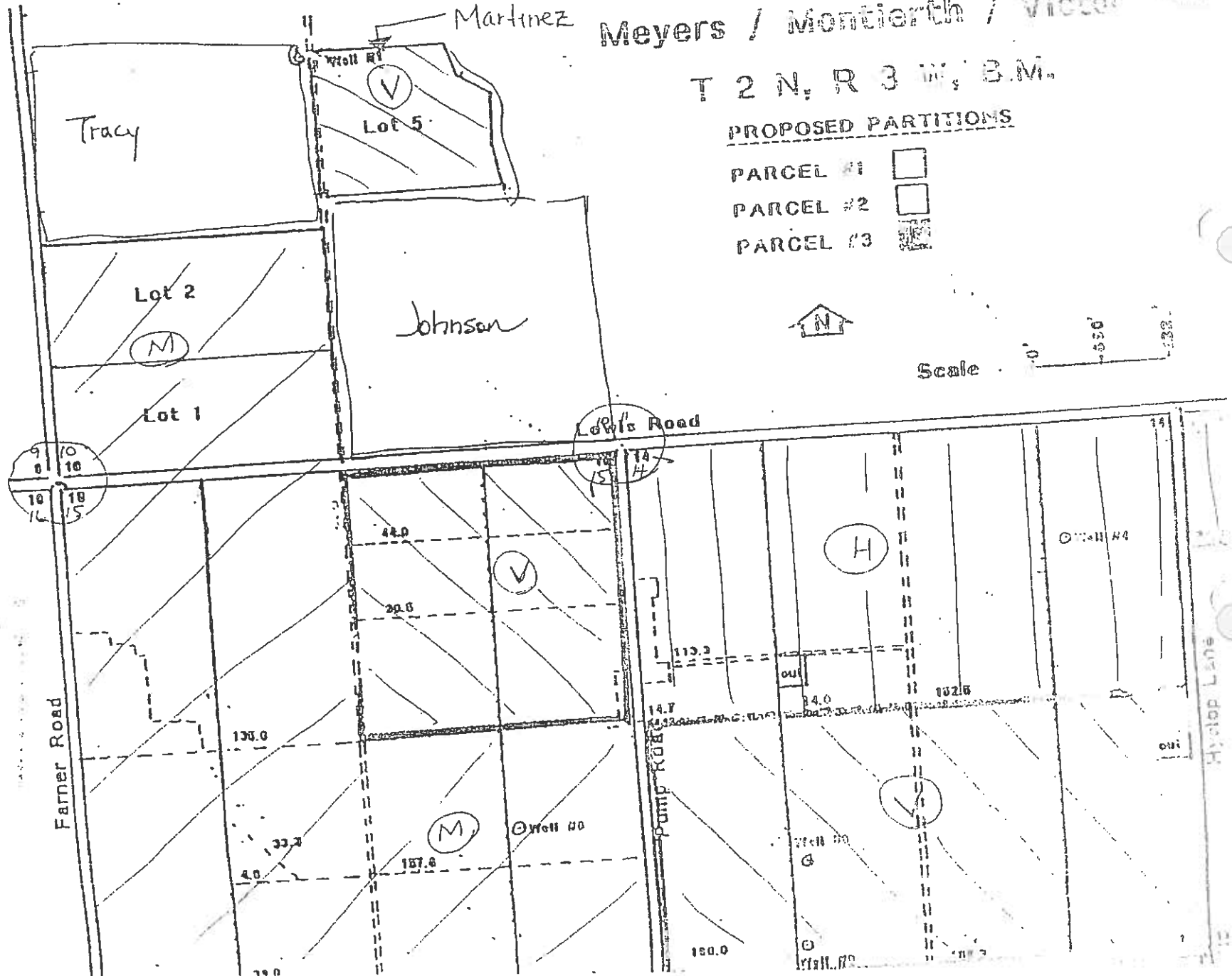


EXHIBIT A

93.5

TRANS

ADA

68.0

135.0

228.5

10

67.0

TRANS

ADA

T5377

TRANS

TO

5

ADA

33.3

6

4.6

T 21

Acc 10,15 2N 3W

Canyon Co.

180.5

3
44.0
Tract

Farm # (old/new)

2130

Field	1	Crop	CU \$	Year	91	#2130
Field	2	Crop	CU \$	Year	91	#2130
Field	3	Crop	ACC	Year	91	#2130
Field	4	Crop	CU \$	Year	90	#1985
Field	5	Crop	CU \$ / ACC	Year	90	#1985
Field	6	Crop	CU \$	Year	90	#1985

7
109.3

93.5

TRANS

ITO

ADA

68.0

135.0

228.5

10

67.0

TRANS

ADA

T5377

TRANS

TO

6, ADA

33.3

6

46.0

T 2167
DEC 10 15

Canyon

180.5

3
44.0

7
109.3

1993

2456

T 2167

NAME OF APPLICANT Rev. J. Jensen

Form No. 0

Hand-drawn map on a grid showing a proposed road layout. The map includes the following features:

- Section Labels:** "R3W" is written in the upper left quadrant, and "T2N" is written on the left side.
- Proposed Road:** A horizontal line is drawn across the middle of the grid, with a vertical line intersecting it from the left. A small circle is drawn at the intersection point.
- Other Markings:** A small circle with a cross inside is located to the right of the intersection. The letters "CH" are written to the right of the horizontal line.
- Stamp:** A blue rectangular stamp is located in the lower right quadrant, containing the text:
APPROVED
APR 19 1907
33559
STATE OF MINN.

SCALE: 2 Inches Equal 1 Mile. Draw Plan in Ink.

NWSE

NESE

SECTION 10

SWSE

SESE

SECTION 10
1954
9/8/10/1
P. 10

This is the land
associated with
this permit

sec 10

SWSE

This is the land that will be irrigated.

sec 14

SWNW

This is the land that is going to be dried up

1987 aerial photo

MICROFILMED
SEP 07 2001