

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 63-7374
Date Received: 3/14/1990
Receipt No: W011015
Received By:

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

1. Name of Claimant(s)

STUBBLEFIELD DEVELOPMENT CO. Phone:
P.O. BOX. 327
MERIDIAN ID USA 83680

2. Date of Priority: 10/23/1970

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
05N	02W	23	SW NW	CANYON	

5. Description of diverting works:

12" CASED, 312' DEEP, 100HP TURBINE W/60HP BOOSTER, SPRINKLERS.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/15	10/15	2.12	772.4
STOCKWATER	1/01	12/31	0.02	4.1

7. Total Quantity Appropriated is:
2.12 C.F.S. and/or 776.5 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot	Use	Acres
05N	02W	14	SW NW	IRRIGATION	40
			NW SW	IRRIGATION	40
			SW SW	IRRIGATION	40

			SE	SW	IRRIGATION	40
					Section Acres	160
05N	02W	23	NE	NW	IRRIGATION	40
			NW	NW	IRRIGATION	40
			SW	NW	IRRIGATION	40
			SE	NW	IRRIGATION	35
					Section Acres	155
					Total Acres	315

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:

15. Basis of Claim: License

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

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

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

Water Right No(s)	Adjudication Claim No(s)	Split	Water Right No(s)	Adjudication Claim No(s)	Split
63-7374					

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) 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(s)

Ronald J. Pascoe
14482 Hwy 44 Caldwell, ID

4. New Owner/Claimant(s)

Stubblefield Development Co.
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

P.O. Box 327

City, State and ZIP Code

Meridian, ID 83680

New Telephone Number

(208) 888-1202

5. Date you acquired the property

July 3, 2001

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

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

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

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

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

For Office Use Only

Received by Eggen Date 10-12-06 Fee 0
 Receipted by _____ Date _____ Receipt No. _____
 Processed by Eggen AJ Date _____ WR _____ Date _____
 reviewed by S. Egbert

INSTRUMENT NO. 20-212597

PC 39197

BARGAIN AND SALE DEED

FOR VALUE RECEIVED,

Stubblefield 1161, LLC,

a limited liability company, duly organized and existing under the laws of the State of Idaho,
Grantor, does hereby Grant, Bargain, Sell and Convey unto

Stubblefield Construction Company, a California corporation

Grantee, whose current address is:

P. O. Box 327, Meridian, ID 83680

the following described real estate, to-wit:

The Southwest Quarter of the Northwest Quarter, the Northwest Quarter of the Southwest Quarter, and the South Half of the Southwest Quarter, all in Section 14, Township 5 North, Range 2 West, Boise Meridian, Canyon County, Idaho;

AND

The Northwest Quarter of Section 23, Township 5 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

TO HAVE AND TO HOLD The said premises, with their appurtenances unto the said Grantee, heirs and assigns forever.

IN WITNESS WHEREOF, The Grantor, pursuant to the authority granted to the managing member, has caused its name to be subscribed this 13th day of March, 2002.

GRANTOR:

estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties or in the name of an insured claimant any claim, against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the Amount of Insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or (ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

B. APPORTIONMENT.

If the land described in Schedule (A)(C) consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the Amount of Insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable

had this policy been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at 1 First American Way, Santa Ana, California 92707, or to the office which issued this policy.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (d) "land": the land described or referred to in Schedule (A), and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A), nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.
- (g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given

by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
- To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including

for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the Amount of Insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all

Form No. 1402.92
(10/17/92)
ALTA Owner's Policy



POLICY OF TITLE INSURANCE



ISSUED BY

First American Title Insurance Company

PIONEER TITLE COMPANY
Caldwell Office
610 So. Kimball
P. O. Box 610
Caldwell, Idaho 83605-0610

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

First American Title Insurance Company

BY

Gary L. Keruett

PRESIDENT

This policy not valid unless countersigned
by Pioneer Title Company.

ATTEST

Mark A. Arnesen

SECRETARY

J 149307

ENDORSEMENT

Attached to Policy No.

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

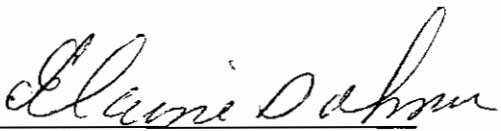
Said policy is hereby amended by adding as named insured therein **STUBBLEFIELD CONSTRUCTION COMPANY, a California corporation**

This endorsement does not extend the coverage of said policy to any later date than the date of said policy, nor does it impose any liability on the Company for loss or damage resulting from (1) failure of such added insured to acquire an insured estate or interest in said land, or (2) any defect, lien or encumbrance attaching by reason of the acquisition of an estate or interest in the land by such added insured.

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

DATED: March 19, 2002 as of 12:14 p.m.

BY 
Assistant Secretary

SCHEDULE A

Order No.: PC 39197
Policy No.: J 1498074

Amount of Insurance: \$640,000.00
Premium: \$ 1,970.00

Date of Policy: July 6, 2001 as of 1:30 p.m.

1. Name of Insured:
STUBBLEFIELD 1161, LLC
2. The estate or interest in the land which is covered by this policy is: Fee simple
3. Title to the estate or interest in the land is vested in:
STUBBLEFIELD 1161, LLC
4. The land referred to in this policy is described as follows:
See attached Exhibit "A"

PC 39197

Exhibit "A"

The Southwest Quarter of the Northwest Quarter, the Northwest Quarter of the Southwest Quarter, and the South Half of the Southwest Quarter, all in Section 14, Township 5 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

AND

The Northwest Quarter of Section 23, Township 5 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

SCHEDULE B

Order No.: PC 39197
Policy No.: J 1498074

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PART I
SECTION I

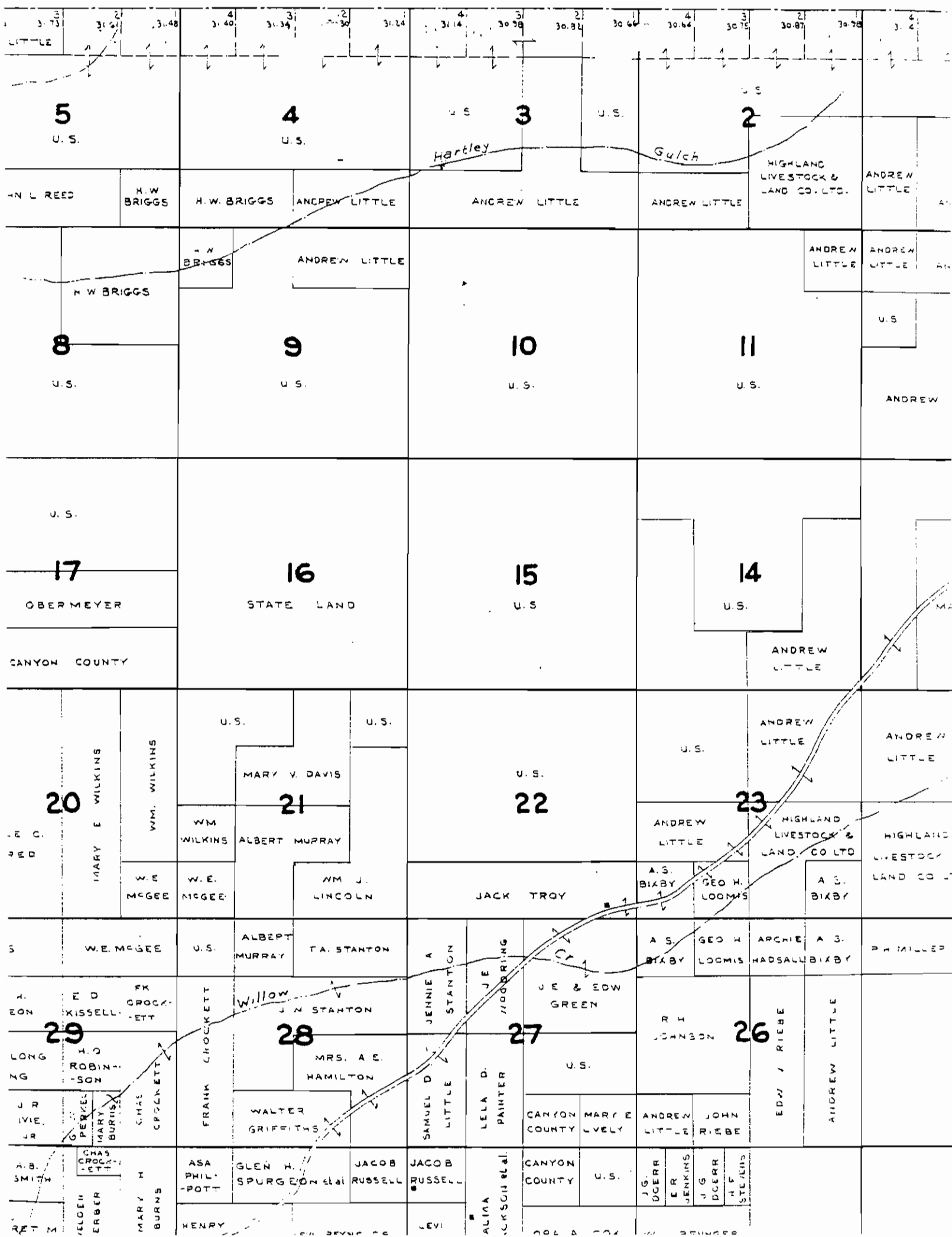
1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims or easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

SECTION 2

1. General taxes for the year 2001, which are a lien, payable on or before December 20 of said year and not delinquent until after said date.
2. Liens and assessments of the Black Canyon Irrigation District, and the rights and powers of said district as by law provided. High and dry, no assessments.
3. Provisions, reservations and restrictions as shown by the several contracts between the United States of America and Black Canyon Irrigation District, and the amendments thereto, or between the present owner or past owners of the real property herein described and the Black Canyon Irrigation District or the United States of America, whether said contracts be of record in the office of the Recorder of Canyon County, Idaho, or on file with the Secretary of Black Canyon Irrigation District.

(continued)

4. Power Line Easement as granted to IDAHO POWER COMPANY, a corporation, by instrument recorded August 22, 1975 as Instrument No. 756709, records of Canyon County, Idaho...including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation, maintenance and repair of Grantee's electrical system.
5. Right of access to and from land, if any, is not established of record and assurance of such right of access is excluded from coverage of this Policy.
6. Power Line Easement as granted to IDAHO POWER COMPANY, a corporation, by instrument recorded August 17, 1979 as Instrument No. 870784, records of Canyon County, Idaho...including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation, maintenance and repair of Grantee's electrical system.
7. Power Line Easement as granted to IDAHO POWER COMPANY, a corporation, by instrument recorded August 17, 1979 as Instrument No. 870785, records of Canyon County, Idaho...including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation, maintenance and repair of Grantee's electrical system.



INSTRUMENT NO

756757

TEMPORARY
EASEMENT

THIS INDENTURE, Made this 28th day of May, 1975, between T. W. WILSON and ELNA WILSON, parties of the first part, hereinafter called the grantors, and RONALD JACK PASCOE, party of the second part, hereinafter called the grantee, WITNESSETH:

WHEREAS, The grantors are the owners in fee simple of the following described property:

The S $\frac{1}{2}$ of the N $\frac{1}{2}$ of Section 22, Twp 5 North, Range 2 W.B.M., Canyon County, Idaho;

AND, WHEREAS, the grantee is the owner of a desert entry for the following described lands, to wit:

The SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ in Section 14, and the NW $\frac{1}{4}$ in Section 23, all in Twp 5 North, Range 2 W.B.M., Canyon County, Idaho;

AND, WHEREAS, the grantee is desirous of obtaining a right of ingress and egress over and through the property owned by grantors;

AND, WHEREAS, the grantors have agreed, for good and valuable consideration, to grant to the grantee an easement for ingress and egress for the lands owned by grantee;

NOW, THIS INDENTURE WITNESSETH:

That for good and valuable consideration the grantors hereby grant to the grantee, his heirs and assigns, full and free right and authority to use for ingress and egress to lands hereinbefore described, owned by grantee, an easement for road purposes, which easement shall be a strip of land of sufficient width for road purposes along the South boundary of the S $\frac{1}{2}$ of the N $\frac{1}{2}$ and along the East boundary of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 22, Twp 5 North, Range 2 W.B.M., Canyon County, Idaho.

This Easement is granted until grantee can get Kingsbury Road extended, or other access to said property.

IN WITNESS WHEREOF, The grantors have hereunto set their hands
the day and year first above written.

On this 10 day of January, 1975, before me, the undersigned, a notary public in and for said state, personally appeared T. W. WILSON and ELNA WILSON, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Notary Public for Idaho
Residing at Nampa, Idaho

756759

FILED

AUG 23 10 02 AM '75

WALTER FRY
COUNTY CLERK RECORDER

U. Chung

DEPOSITED

FOR RECORD OF

Patterson Realty

Miss

2.00

Wilson, J. W.
et ux

to

Pascoe, Ronald Jack

Wise

3014 Garrity Blvd.
Tampa

09020222

RECORDED

89 FEB 17 PM 2 57

N. I. KERR

CANYON COUNTY RECORDER

BY *C. Beavers*REQUEST *Termination*TYPE *10/1* FEB 9 00*6**B. Canyon County**Irrigation - Equipment*USDA-FmHA
Form FmHA 462-12
(Rev. 9-6-78)

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

This STATEMENT is presented to filing officer for filing
pursuant to the Uniform Commercial CodeNo. of additional
sheets presented:3. Maturity date
(if any)

1. Debtor(s): (Last name first, and mailing address(es))

PASCOE, Ronald J.
PASCOE, Norma J.
14482 Highway 44
Caldwell, ID 836052. SECURED PARTY
UNITED STATES OF AMERICA
acting through
FARMERS HOME ADMINISTRATION
510 Arthur Street
Caldwell, ID 83605
(County Office Address)FOR FILING OFFICER ONLY
(Date, time, number and filing
office)

4. This Statement refers to original Financing Statement No.

A001233

Filed with

Canyon

Date filed

3-14

5. ☒ Continuation. The original financing statement between the foregoing Debtor(s) and Secured Party, bearing file number shown above, is still effective.
6. ☐ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. ☐ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. ☐ Partial Release Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

FIXTURE FILING FILE UNDER REAL ESTATE MORTGAGES

By

Stephen R. Colgrove
Stephen R. Colgrove

Title

County Supervisor

By:

Signature(s) of Debtor(s) (necessary only if Item 8 is applicable)

FARMERS HOME ADMINISTRATION

(1) Filing Officer Copy-Alphabetical

FmHA 462-12 (Rev. 9-6-78)

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: A63-07374
Date Received: 3/14/1990
Receipt No: W011015
Received By: RW

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: RONALD J. PASCOE 208-459-6261
Address: 14482 HWY 44
CALDWELL, ID 83605
2. Date of Priority: OCT 23, 1970
3. Source: GROUNDWATER Trib. to:
4. Point of Diversion:
- | Township | Range | Section | 1/4 of | 1/4 of | 1/4 of | Lot | County |
|----------|-------|---------|--------|--------|--------|-----|--------|
| 05N | 02W | 23 | SW | NW | | | CANYON |
5. Description of diverting works:
12" CASED, 312' DEEP, 100HP TURBINE W/60HP BOOSTER, SPRINKLERS.
6. Water is used for the following purposes:
- | Purpose | From | To | C.F.S | (or) | A.F.A. |
|------------|-------|-------|-------|------|--------|
| IRRIGATION | 04/15 | 10/15 | 2.120 | | 772.40 |
| STOCKWATER | 01/01 | 12/31 | 0.020 | | 4.10 |
7. Total Quantity Appropriated is:
2.120 C.F.S. (and/or) 776.50 A.F.A.
8. Total consumptive use is Acre Feet Per Annum.
9. Non-irrigation uses:
S/300 HEAD.
10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
05N	02W	14	SW	NW		IRR	40.0
			NW	SW		IRR	40.0

A63-07374

Page 1

Date: 03/14/90

MICROFILMED
AUG 21 1992

10. Place of Use: Continued

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
05N	02W	14	SW		SW		IRR	40.0
			SE		SW		IRR	40.0
							Section Acres	160.0
		23	NE		NW		IRR	40.0
			NW		NW		IRR	40.0
			SW		NW		IRR	40.0
			SE		NW		IRR	35.0
							Section Acres	155.0
							Total Acres	315.0

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:

15. Basis of Claim: LICENSE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not X 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): Ronald J. Pascoe Date: 3-14-90
_____ Date: _____

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 14 day

of March 19 90

Lori Harris
Notary Public

Seal

Residing at Boise, Idaho

My Commission Expires 12-8-94

10/12/2006

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

RIGHT NUMBER: 63-7374

NAME AND ADDRESS: STUBBLEFIELD DEVELOPMENT CO.
P.O. BOX. 327
MERIDIAN ID 83680

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 2.120 CFS
776.500 AFY

PRIORITY DATE: 10/23/1970

POINT OF DIVERSION:

T05N R02W S23 SWNW Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	1/01 12/31	0.020 CFS 4.10 AFY
IRRIGATION	4/15 10/15	2.120 CFS 772.40 AFY

The use of water for irrigation under this right may begin as early as March 1 and may continue to as late as November 15, provided other elements of the right are not exceeded. The use of water before April 15 and after October 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

T05N R02W S14	SWNW	40.00	T05N R02W S14	NWSW	40.00
T05N R02W S14	SWSW	40.00	T05N R02W S14	SESW	40.00
T05N R02W S23	NENW	40.00	T05N R02W S23	NWNW	40.00
T05N R02W S23	SWNW	40.00	T05N R02W S23	SESW	35.00

STOCKWATER same as IRRIGATION

315 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

Stockwater use is for 300 head of stock



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

October 12, 2006

JAMES E. RISCH
Governor

KARL J. DREHER
Director

Stubblefield Development
PO Box 327
Meridian, ID 83680

Notice of Claim to a Water Right No. 63-7374

Dear Claimant(s):

Enclosed is a copy of the above referenced claim(s), which reflect the change in ownership of the land and appurtenant water rights, covered under the original filing.

Please note that the enclosed Notice of Claim to a Water Right is not a final determination of your water right. This claim was filed during claims taking in the Snake River Basin Adjudication (SRBA) and has not yet been verified by this Department. Water rights are established and maintained by beneficial use of water for the uses designated on this claim form dating back to the priority date listed. This claim will be investigated, verified and recommended to the SRBA Court for court decree sometime in the near future. You will be notified prior to the beginning of any verification of this water right.

Thank you for your patience and cooperation, as we have had several water right changes to process. If you have any questions concerning the enclosed information, please feel free to contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read 'L. Gagnon', is written over a horizontal line.

Liberty Gagnon
Office Specialist 1
Adjudication Section
Western Region Office

LG: lg

Enclosure

06/26/2006

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

RIGHT NUMBER: 63-7374

NAME AND ADDRESS: RONALD J PASCOE
14482 HWY 44
CALDWELL ID 83605-8910

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 2.120 CFS
776.500 AFY

PRIORITY DATE: 10/23/1970

POINT OF DIVERSION:

T05N R02W S23 SWNW Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	1/01 12/31	0.020 CFS 4.10 AFY
IRRIGATION	4/15 10/15	2.120 CFS 772.40 AFY

The use of water for irrigation under this right may begin as early as March 1 and may continue to as late as November 15, provided other elements of the right are not exceeded. The use of water before April 15 and after October 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

T05N R02W S14	SWNW	40.00	T05N R02W S14	NWSW	40.00
T05N R02W S14	SWSW	40.00	T05N R02W S14	SESW	40.00
T05N R02W S23	NENW	40.00	T05N R02W S23	NWNW	40.00
T05N R02W S23	SWNW	40.00	T05N R02W S23	SENW	35.00

STOCKWATER same as IRRIGATION

315 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

Stockwater use is for 300 head of stock

5/23/2006

Idaho Dept. of Water Resources Place of Use Comparison Report

Page1

Type	WR #	Owner	Source	TRS	NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	Total
Right	63 123B	JACOBS CANAL CO,	BOISE RIVER	05N02W23											X	X			X	X	0
Rec	63 2878	BLACK CANYON IRRIGATION DIST,	ELIJAH DRAIN, WILSON DRAIN	05N02W23									X		X	X		X	X	X	0
Rec	63 2322	UNITED STATES OF AMERICA ACTING THROUGH,	ELIJAH SLOUGH, WILSON SLOUGH	05N02W23									X		X	X		X	X	X	0
Claim	63 7374	RONALD J PASCOE,	GROUND WATER	05N02W23					40	40	40	35									155
Rec	63 7374	RONALD J PASCOE,	GROUND WATER	05N02W23					40	40	40	35									155
Right	63 28995	EMMA LOU SUNDERLAND,	GROUND WATER	05N02W23											X						0
Right	63 28995	EMMA LOU SUNDERLAND,	GROUND WATER	05N02W23											X						0
Right	63 7374	RONALD J PASCOE,	GROUND WATER	05N02W23					40	40	40	35									155
Rec	65 2433	UNITED STATES OF AMERICA ACTING THROUGH,	PAYETTE RIVER	05N02W23									X		X	X		X	X	X	0
Claim	65 2900	BLACK CANYON IRRIGATION DIST,	TUNNEL NO 2 DRAIN	05N02W23									X		X	X		X	X	X	0
Rec	65 2900	BLACK CANYON IRRIGATION DIST,	TUNNEL NO 2 DRAIN	05N02W23									X		X	X		X	X	X	0

5/23/2006

Idaho Dept. of Water Resources

Place of Use Comparison Report

Page1

Type	WR #	Owner	Source	TRS	NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	Total
Claim	63 7374	RONALD J PASCOE,	GROUND WATER	05N02W14							40			40	40	40					160
Rec	63 7374	RONALD J PASCOE,	GROUND WATER	05N02W14							40			40	40	40					160
Right	63 21842	RONALD J PASCOE,	GROUND WATER	05N02W14							X										0
Right	63 21842	RONALD J PASCOE,	GROUND WATER	05N02W14							X										0
Right	63 7374	RONALD J PASCOE,	GROUND WATER	05N02W14							40			40	40	40					160

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. Priority October 23, 1970 Amount 2.12 cfs

THIS IS TO CERTIFY, that RONALD J. PASCOE
of Caldwell, Idaho, has complied with the terms and conditions of Permit
No. 63-7374 issued pursuant to Application for Permit dated October 23, 1970,
and has submitted proof to the Department of Water Resources on December 30, 1976,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 2.12 cfs of water from a groundwater source,
tributary to , and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
<u>Irrigation</u>	from <u>April 15</u> to <u>October 15</u>	at <u>2.12</u> cfs and	<u>772.4</u> acre feet
<u>Stockwater</u>	from <u>January 1</u> to <u>December 31</u>	at <u>10.02</u> cfs and	<u>4.1</u> acre feet
	from <u> </u> to <u> </u>	at <u> </u> cfs and	<u> </u>

(both dates inclusive)

Subject, however, to the condition that no more than 2.12 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
776.5 acre feet per year, said waters to be diverted within the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 23, Twp. 5N,
Rge. 2W, B.M. in the County of Canyon

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 $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
5N	2W	14							40			40	40	40					160
		23					40	40	40	35									155

Total number of acres irrigated 315

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

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 31 day of
December, 19 79.

Director

MICROFILMED

APPLICATION FOR AMENDMENT

RECEIVED

DEC 30 1976

Department of Water Resources

Permit No. 63-7374

That he is the owner and holder of Permit to Appropriate the Public Waters of the State of Idaho No. 63-2324, and requests that the permit and permit map be changed as follows:

1. Point of diversion: SW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 23 Twp. 5N
Rge. 2W, B.M., County of Canyon. Other points of diversion:

Amount 6.4 for irrigation purposes from April 15 to Oct. 15 (both dates inclusive)
 Amount .02 for domestic purposes from Jan 1 to Dec 31 (both dates inclusive)
 Amount .02 for stockwater purposes from Jan 1 to Dec 31 (both dates inclusive)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre feet per annum)

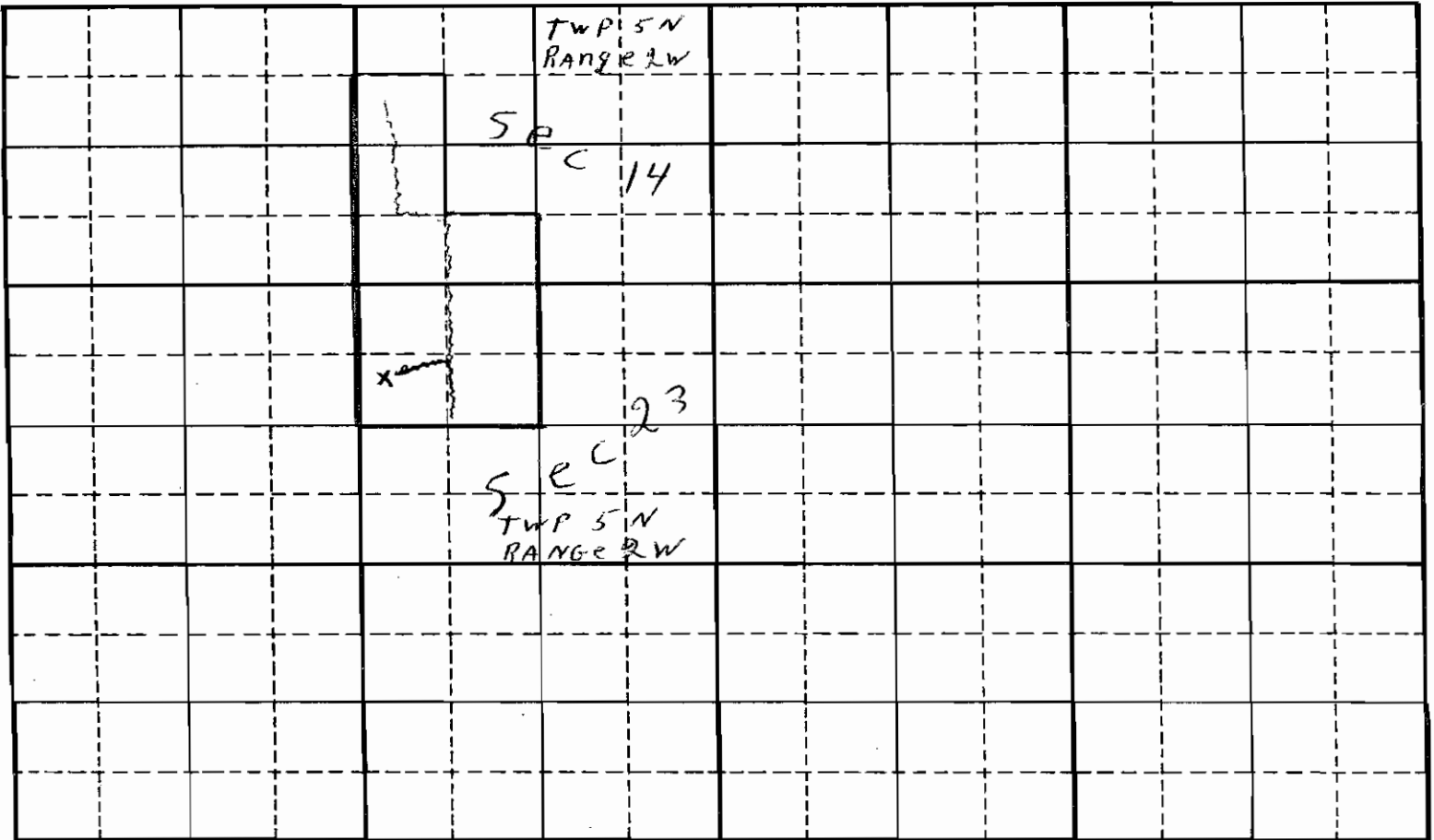
[illegible]

Total number of acres to be irrigated

315

x well
main line

Complete the following map by showing land and point of diversion as proposed by this amendment. Show 40-acre subdivisions, 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 holders own risk.

Signed at Bonnie, Idaho, this 30th day of December, 19 76.

Ronald J. P. P.
(signature)

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

Administrator, Operations Division

I, A. KENNETH DUNN, ~~Director~~ of the Department of Water Resources

hereby APPROVE the above application for amendment for Permit No. 63-7374.

Witness my hand this 6 day of January, 19 77.

A. Kenneth Dunn
XXXXXX

Administrator, Operations Division

SIGNED TO: RONALD J. PASCOE
-26-1976 514 Plymouth, R. R. 1
Caldwell, ID 83605

Identification No. 63-7374
Application No. _____

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION
APPLICATION FOR PERMIT

APPROVED

To Appropriate the Public Waters of the State of Idaho
(TYPE OR PRINT IN INK)

1. Name of applicant Ralph Yeager
post office address Route 6, Nampa, Idaho 83651
2. Source of water supply groundwater which is a tributary of _____
3. a. Location of point of diversion is NW 1/4 of NW 1/4 of Section 23 Township 5N
Range 2W B.M. Canyon County; additional points of diversion if any: _____

- b. If water is not consumed, it will be discharged into _____ at a point in _____ 1/4
of _____ 1/4 of Section _____ Township _____ Range _____ B.M. _____
4. Water will be used for the following purposes:
Amount 6.4 for irrigation purpose from 4-15 to 10-15 (both dates inclusive)
(cfs or acre-feet per annum)
Amount 0.02 for domestic purpose from 1-1 to 12-31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount 0.02 for stockwater purpose from 1-1 to 12-31 (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated:
a. 6.4 cubic feet per second and/or
b. _____ acre feet per annum.
6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. drilled well, pump, motor,
and sprinkler system

- b. Height of storage dam _____ feet, active reservoir capacity _____ acre feet; total reservoir
capacity _____ acre feet, materials used in storage dam: _____
Period of year during which storage will occur _____ to _____ inclusive.
(Mo. Day) (Mo. Day)
- c. Proposed well diameter is _____ inches; proposed depth of well is _____ feet.
7. a. Time required for the completion of the works and application of the water to the proposed beneficial use
is 5 years.
b. Estimated construction cost is \$ 10,000.00.
8. Description of proposed uses:
a. If water is **not** for irrigation:
dom. (1) Give the place of use of water: SW 1/4 of NE 1/4 of Section 23 Township 5N
Range 2W B.M. _____
(2) Amount of power to be generated: _____ hp under _____ feet of head.
(3) List number of each kind of livestock to be watered 300 head of livestock

(4) Name of municipality to be served _____, or number of families to be
supplied with domestic water _____.
(5) If water is to be used for other purposes describe: _____

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

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 $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
5N	2W	14							40			40	40	40					160
		23					40	40	40	40									160

Total number of acres to be irrigated 320

c. Describe any other water rights used for the same purposes as described above.

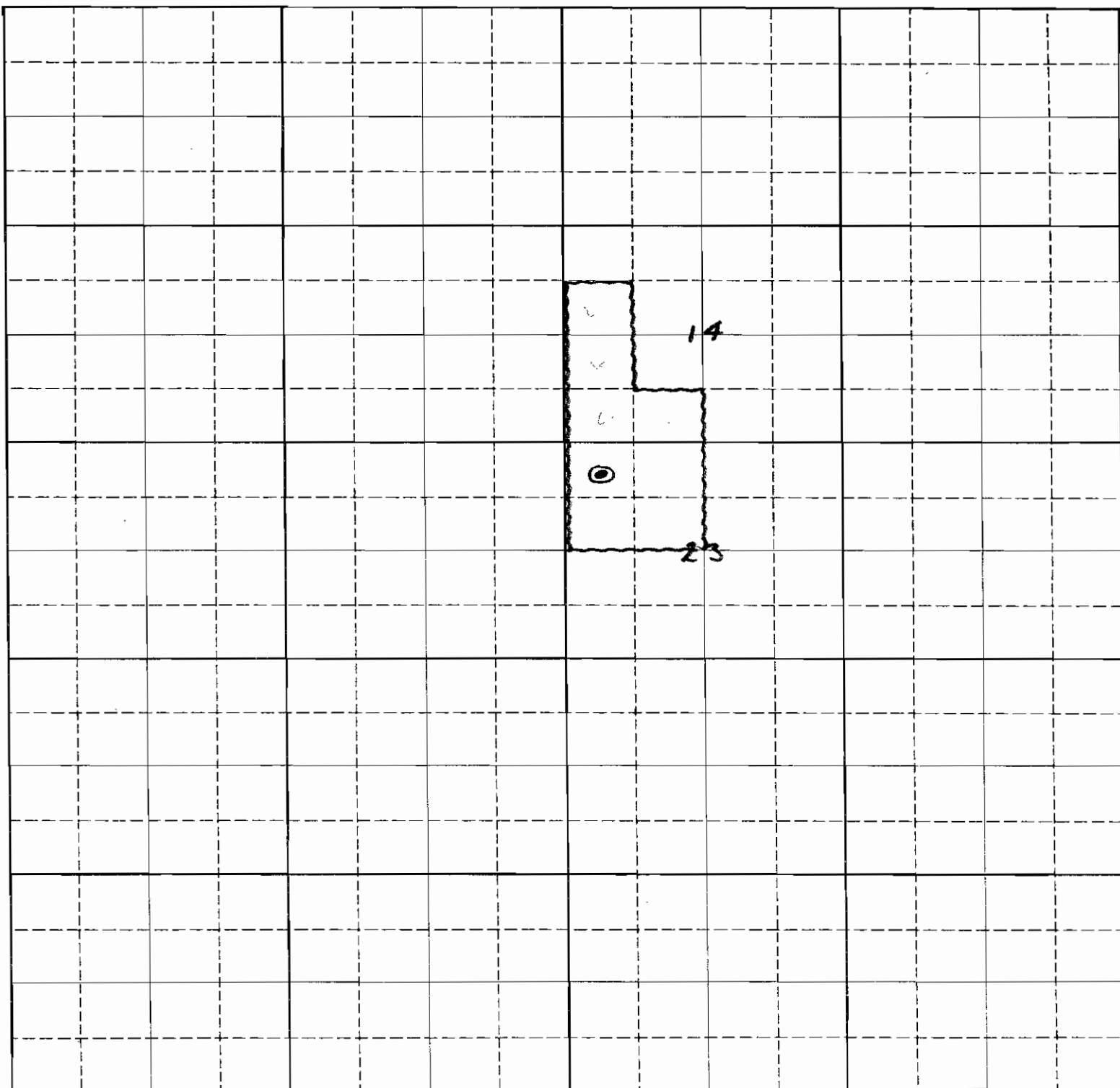
9. a. Who owns the property at the point of diversion BLM

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

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing Desert Entry 12877

10. Remarks stockwatering will be on all of the above described lands.

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



Scale: 2 inches equal 1 mile

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

Ralph Yeager
(Applicant)

Received by ef Date 10-23-70 Time 10:45 AM
Preliminary check by Dee Fee \$ 50. & \$1.00 adm. fee # 5252
Receipted by ef Date 10-23-70
Publication prepared by de Date 11-4-70
Published in Idaho Free Press
Publication dates 11-12 + 11-19, 1970
Publication approved de Date 12-15-70
Priority reduced to _____ Reason _____

Protests filed by: _____

Copies of protests forwarded by _____
Hearing held by _____ Date _____
Recommended for approval denial by William J. B. Dean **APPROVED**

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER ADMINISTRATION

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 63-7374, and said application is hereby APPROVED.

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

- a. SUBJECT TO ALL PRIOR WATER RIGHTS.
- b. Proof of construction of works and application of water to beneficial use shall be submitted on or before February 1, 19 76.
- c. Other: The permit holder shall permanently install and maintain as part of the diverting works a measuring device of a type approved by the department.

2. Denial of said application is for the following reasons: _____

Witness my hand this 1st day of February 19 71.

P. Kirk Higin
Director

FIELD REPORT

- TOTAL ACREAGE** _____ **315**

Rge. 2W

T
5
N

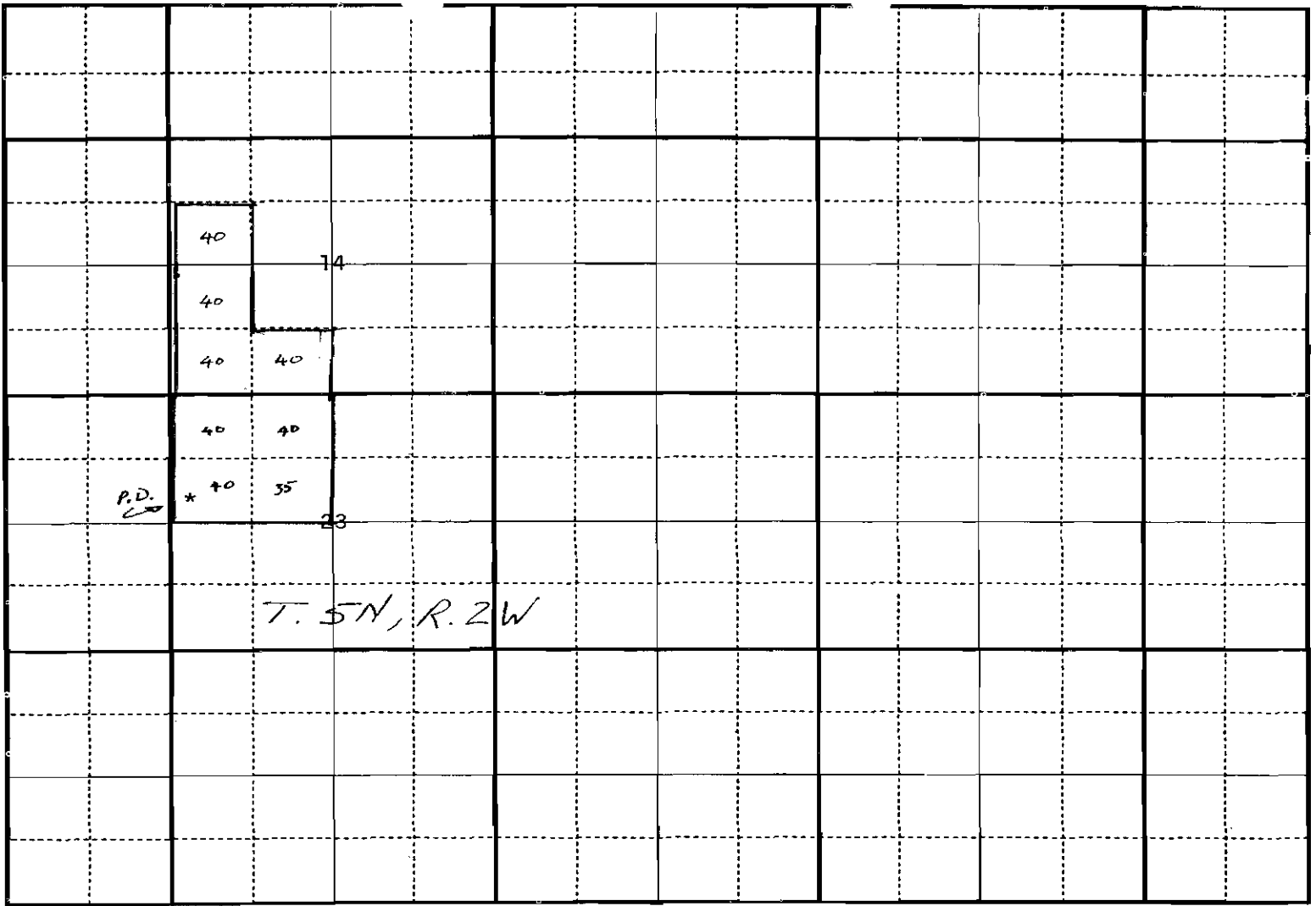


Diagram of System

DATE OF EXAM 6/16/79

ACREAGE

Found 315
Recommended 315

Irrigation Requirement 4.5 Ac Ft/Ac

USE

Irrigation Q = 2.12 c.f.s. V = 826.9 AF/Ann. from 7/15 to 10/15
Domestic Q = c.f.s. V = AF/Ann. from to
Livestock Q = .02 c.f.s. V = 4.1 AF/Ann. from 1/1 to 12/31

Is water co-mingled? yes no ✓

Name source: GROUNDWATER
twp. SN N/S, Rge 2W E/W, B.M., Sec. 23, Sub. SW 1/4 NW 1/4 CANYON
County

Exchange? yes no ✓

Name source exchanged with:
twp. N/S, Rge E/W, B.M., Sec. , Sub. 1/4 1/4
County

Point of injection:
twp. N/S, Rge E/W, B.M., Sec. , Sub. 1/4 1/4
County

Point of exchange:
twp. N/S, Rge E/W, B.M., Sec. , Sub. 1/4 1/4
County

Total Q measured 950 gpm = 2.12 cfs Method of measurement FLOW METER

Total Q recommended 2.12 cfs Meter No. Type BADDER Condition FAIR

Total V recommended 834.0 AF/Ann

Recommended Amendments:

P.D.
Place of Use
Other
None ✓

MEASUREMENT CALCULATION:

$Q = 950 \text{ gpm} (.002228) = 2.12 \text{ cfs}$
 $V = 4.5 \text{ AFA} (315 \text{ acres}) = 1417.5 \text{ AF/Ann}$
 $V = 2.12 \text{ cfs} (1.98) (198 \text{ gpm}) = 826.9 \text{ AF/Ann}$
 $V = 826.9 + 4.1 = 831.0 \text{ AF/Ann}$
776.5 776.5

SYSTEM DESCRIPTION:

100 hp Pump @ 6000 ft Boosting Pump
6" 1/2 in. line to pump house 2 1/2 in. line to well

REMARKS:

44 + 4.5 AFA (from pump house) to 100 hp pump house
44 + 4.5 AFA (from pump house) to 100 hp pump house
44 + 4.5 AFA (from pump house) to 100 hp pump house

Called Charlie & the domestic is on a separate well.

Examiner's Signature Charles W. Bryan Jr. Date 6/18/79

Checked by W. J. Smith Date 18 June 79

Approved by Date