

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 63-7825A
Date Received: 12/28/1989
Receipt No: X999999
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

MARCINE L HUKILL Phone: (208)467-2390
14600 DEER FLAT RD
NAMPA ID USA 83686

DANIEL M HUKILL Phone: (208)467-2390
14600 DEER FLAT RD
NAMPA ID USA 83686

2. Date of Priority: 07/09/1973

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 SW	CANYON	
02N	03W	15	NE SE	CANYON	
02N	03W	15	SW SE	CANYON	

5. Description of diverting works:

WELL & TURBINE PUMP DISCHARGING TO MAINLINE TO SPRINKLER IRR.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	0.4	90

7. Total Quantity Appropriated is:

0.4 C.F.S. and/or 90 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	SE	SW	IRRIGATION	40
			NE	SW	IRRIGATION	38
			NE	SE	IRRIGATION	15
			NW	SE	IRRIGATION	40
			SW	SE	IRRIGATION	30
					Section Acres	163
					Total Acres	163

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:

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.

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.

Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.

The total instantaneous diversion of water from all points of diversion under Rights 63-3599D, 63-7825A, 63-7825C and 63-32076 shall not exceed 3.35 cfs, nor a total combined annual volume of 778.5 af for the irrigation of 163 acres and industrial use.

After specific notification by the Department, the right holder shall record the quantity of water diverted 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 is limited to the irrigation of 20 acres within the place of use described above in a single irrigation season.

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.

15. Basis of Claim: License

WATER RIGHT NO. 63-7825A
As Modified by Transfer No. 71840

In accordance with the approval of Transfer No. 71840, Water Right No. 63-7825A is now described as follows.

Right Holder: DANIEL M HUKILL And
 MARCINE L HUKILL
 14600 DEER FLAT RD
 NAMPA ID 83686

Priority Date: July 09, 1973

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	0.40 CFS	90.0 AF
			0.40 CFS	90.0 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	SESW	Sec. 15 Twp 02N	Rge 03W CANYON County
GROUND WATER	NESE	Sec. 15 Twp 02N	Rge 03W CANYON County
GROUND WATER	SWSE	Sec. 15 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 15									38.0			40.0	15.0	40.0	30.0		163.0

Total Acres: 163

CONDITIONS OF APPROVAL

1. The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
2. 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. 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.
4. Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.
5. The total instantaneous diversion of water from all points of diversion under Rights 63-3599D, 63-7825A, 63-7825C and 63-32076 shall not exceed 3.35 cfs, nor a total combined annual volume of 778.5 af for the irrigation of 163 acres and industrial use.

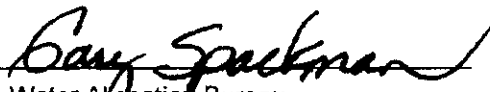
WATER RIGHT NO. 63-7825A
As Modified by Transfer No. 71840

CONDITIONS OF APPROVAL

6. After specific notification by the Department, the right holder shall record the quantity of water diverted 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.
7. This right is limited to the irrigation of 20 acres within the place of use described above in a single irrigation season.
8. 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.
9. 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.

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 23rd day of August, 20 05


Chief, Water Allocation Bureau

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER OF WATER RIGHT
TRANSFER NO. 71840

This is to certify that: DANIEL M HUKILL And
MARCINE L HUKILL
14600 DEER FLAT RD
NAMPA ID 83686
(208)467-2390

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>
63-7825A	AJC/License	07/09/1973	0.40 cfs	N/A	N/A	20.0	GROUND WATER
63-3599C	AJC/License	04/13/1967	2.665 cfs	N/A	N/A	140.0	GROUND WATER
63-3599D	AJC/License	04/13/1967	2.17 cfs	508.5 af	N/A	103.0	GROUND WATER
63-7825C	AJC/License	07/09/1973	0.40 cfs	90.0 af	N/A	20.0	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>
63-7825A	NO	NO	YES	YES	NO	NO
63-3599C	YES	NO	YES	YES	NO	NO
63-3599D	NO	NO	YES	YES	NO	NO
63-7825C	NO	NO	YES	YES	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>
63-7825A	63-7825A	0.40 cfs	90.0 af	20.0	163.0		N/A	N/A	N/A	N/A
63-3599C	63-32076	0.38 cfs	90.0 af	20.0	163.0	63-32075	2.28 cfs	N/A	N/A	120.0
63-3599D	63-3599D	2.17 cfs	508.5 af	103.0	163.0		N/A	N/A	N/A	N/A
63-7825C	63-7825C	0.40 cfs	90.0 af	20.0	163.0		N/A	N/A	N/A	N/A
COMBINED										
TOTALS		3.35 cfs	778.5 af	163.0	163.0		N/A	N/A	N/A	N/A

Detailed Water Right Description(s) attached

Dated this 23rd day of August, 2005

SUPPORT DATA

IN FILE # 63-3599



Chief, Water Allocation Bureau

RECEIVED

Page 1 of 12

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WESTERN REGION

JAN 25 2005

Transfer No. 71840

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Name of Applicant Daniel M. and Marcine L. Hukill Phone (208) 467-2390Post Office address 14600 Deer Flat Road, Nampa, ID 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 Applicant proposes to add points of diversion to each water right and split 63-3599C.

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

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use	
<u>63-7825A</u>	<u>7/9/1973</u>	<u>0.4 cfs / 90 af</u>	<u>irrigation</u>	<u>3/15</u>	to <u>11/15</u>
<u>TBD</u>	<u>4/13/1967</u>	<u>0.4 cfs / 90af</u>	<u>irrigation</u>	<u>3/15</u>	to <u>11/15</u>
(portion of 63-3599C)					
<u>63-3599D</u>	<u>4/13/1967</u>	<u>1.97 cfs / 463.5af</u>	<u>irrigation</u>	<u>3/15</u>	to <u>11/15</u>
		<u>0.2 cfs / 45 af</u>	<u>industrial</u>	<u>1/1</u>	to <u>12/31</u>
<u>63-7825C</u>	<u>7/9/1973</u>	<u>0.4cfs / 90 af</u>	<u>irrigation</u>	<u>3/15</u>	to <u>11/15</u>

2. Total amount of water being transferred 3.37 cubic feet per second and/or 778.5 acre-feet per annum.3. Source of water ground water tributary to NA

4. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
		SE	SW	15	2N	3W	Canyon	
		NE	SE	15	2N	3W	Canyon	
		SW	SE	15	2N	3W	Canyon	

5. Lands irrigated or place of use:

Exhibit A-1 (part of page 3 of 10)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
63-7825A																			
2N	3W	15												20					20
TBD (portion of 63-3599C)																			
2N	3W	15									20								20
36-3599D																			
2N	3W	15									18				15	40	30		103
											1				1	1	1	1	
63-7825C																			
2N	3W	15												20					20

Total Acres 163

PART 1

6. General Information:

a. Description of diversion system Three wells with electric pumps.

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:

d. Remarks:

Applicant has purchased 40 acres in the W1/2 of the E1/2 of the SW1/4 of Section 15. Transfer will combine wells for 63-7825A, 63-3599D, 63-7825C, and 20-acre portion of 63-3599C into single system.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

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

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

Witness my hand this _____ day of _____, 20 _____.

For the Director

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right as evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. 63-7825 issued by the Idaho Department of Water Resources.
- c. Claim No. 63-7825A on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice ☒ Warranty Deed ☐ Other _____

3. Source of water ground water tributary to NA4. Date or priority 7/9/1973

5. Water is used for the following purposes:

amount 0.4 cfs / 90 af 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)

6. Total amount of water under right 0.4 cfs cubic feet per second and/or 90 acre-feet per annum.

7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
		SE	SW	15	2N	3W	Canyon	

8. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
2N	3W	15												20					20

Total Acres 209. Describe any other water rights used for the same purpose as described above None

PART 2

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.)

1. amount _____ for _____ purposes from _____ to _____
 (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	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Total Acres _____

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

1. amount _____ for _____ purposes from _____ to _____
 (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	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Total Acres _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

(Attach one copy for each right)

D. DESCRIPTION OF RIGHT AS RECORDED

4. Right as evidenced by:

- e. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- f. License No. _____ issued by the Idaho Department of Water Resources.
- g. Claim No. 63-3599C on file with the Idaho Department of Water Resources.
- h. Transfer No. _____ which produced this right.

5. Attach copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice ☒ Warranty Deed ☐ Other _____

9. Source of water ground water tributary to NA10. Date or priority 4/13/1967

11. Water is used for the following purposes:

amount 2.665 cfs /463.5 af 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)

12. Total amount of water under right 2.665 cubic feet per second and/or 463.5 af acre-feet per annum.

13. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
		NE	SE	15	2N	3W	Canyon	
		SW	SE	15	2N	3W	Canyon	

14. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
2N	3W	14										40	40						80
		15									20				20			20	60

Total Acres 14011. Describe any other water rights used for the same purpose as described above None

PART 2

12. 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 _____**E. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED***(If the entire right is to be changed by the applicant, omit part B and C.)*

1. amount 0.4cfs / 90af 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)

3. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
		NE	SE	15	2N	3W	Canyon	
		SW	SE	15	2N	3W	Canyon	

6. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
2N	3W	15									20								20

Total Acres 20**F. DESCRIPTION OF UNCHANGED PORTION OF RIGHT** *(omit if there is no change)*

1. amount 2.265cfs / 373.5 af 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)

4. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
		NE	SE	15	2N	3W	Canyon	
		SW	SE	15	2N	3W	Canyon	

5. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
2N	3W	14										40	40						80
		15													20			20	40

Total Acres 120

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

(Attach one copy for each right)

G. DESCRIPTION OF RIGHT AS RECORDED

7. Right as evidenced by:

- i. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- j. License No. _____ issued by the Idaho Department of Water Resources.
- k. Claim No. 63-3599D on file with the Idaho Department of Water Resources.
- l. Transfer No. 69150 which produced this right.

8. Attach copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice ☒ Warranty Deed ☐ Other _____

15. Source of water ground water tributary to NA16. Date or priority 4/13/1967

17. Water is used for the following purposes:

amount 1.97cfs / 463.5 af for irrigation purposes from 3/15 to 11/15
(cfs/ac-ft)

amount 0.2cfs / 45 af for industrial purposes from 1/1 to 11/15
(cfs/ac-ft)

amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

18. Total amount of water under right 2.17 cubic feet per second and/or 508.5 acre-feet per annum.

19. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
		NE	SE	15	2N	3W	Canyon	
		SW	SE	15	2N	3W	Canyon	

20. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
2N	3W	15									18				15	40	30		103
											1				1	1	1		

Total Acres 10313. Describe any other water rights used for the same purpose as described above None

PART 2

14. 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 _____

H. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

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

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion

9. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Total Acres _____

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

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

6. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion

7. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Total Acres _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

(Attach one copy for each right)

J. DESCRIPTION OF RIGHT AS RECORDED

10. Right as evidenced by:

- m. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- n. License No. _____ issued by the Idaho Department of Water Resources.
- o. Claim No. 63-7825C on file with the Idaho Department of Water Resources.
- p. Transfer No. 70837 which produced this right.

11. Attach copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice ☒ Warranty Deed ☐ Other _____

21. Source of water ground water tributary to NA

22. Date or priority 7/9/1973

23. Water is used for the following purposes:

amount 0.4cfs / 90 af 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)

24. Total amount of water under right 0.4 cubic feet per second and/or 90 acre-feet per annum.

25. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
		NE	SE	15	2N	3W	Canyon	
		SW	SE	15	2N	3W	Canyon	

26. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
2N	3W	15												20					20

Total Acres 20

15. Describe any other water rights used for the same purpose as described above None

PART 2

16. 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 _____

K. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

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

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

5. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion

12. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Total Acres _____

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

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

8. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion

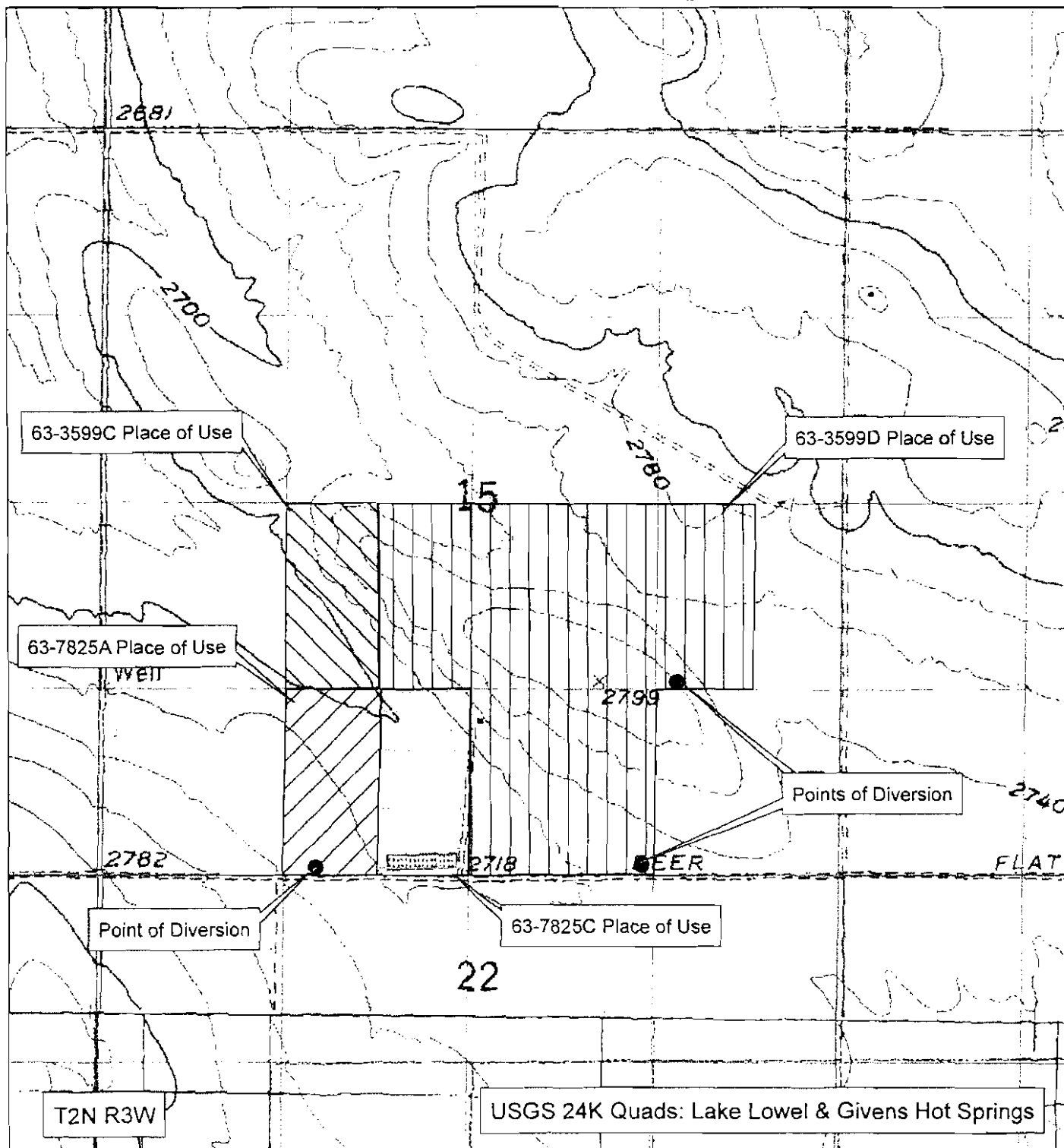
9. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Total Acres _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESAPPLICATION 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 the rights described in part 1. Clearly depict the land by section, township and range number.



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

1.	<u>New Nature of Use</u>	<u>Amount(cfs/af-ft)</u>	<u>Hours/days/year</u>	<u>Period of Use</u>
	_____	_____	_____	_____ 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.

Daniel M. Hubert

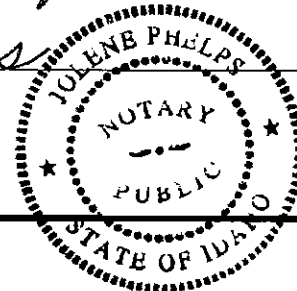
(Signature of Applicant)

Subscribed and sworn to before me this 19th day of January, 20 05.

Jolene Phelps

(Notary Public)

My commission expires June 6, 2005

**FOR DEPARTMENT USE ONLY**

Transfer contains 12 pages and _____ attachments

Received by DB Date 1-25-05 Protest filed by _____

Prelim. Check by g Fee \$370 -

Receipted by DB W032548 Date 1-25-05

Published in _____ Copies of protest forwarded by _____

Pub. Dates _____ Hearing held by _____ Date _____

Watermaster recommendations requested on _____ Recommended for ☐ approval ☐ denial

_____ received _____ by _____

Copy of transfer sent to lien holder _____

IN 79324 *200-118415*
WARRANTY DEED *B.H.*

FOR VALUE RECEIVED J.B. JOHNSTON, an unmarried man

the Grantor, do hereby grant, bargain, sell and convey unto DANIEL M. HUKILL and MARCINE L. HUKILL, husband and wife *M.H.*

the Grantees, whose address is 14600 DEERFLAT ROAD., NAMPA, ID 83686

the following described premises, to-wit:

THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST 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 Grantees, heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantees, that he the owner in fee simple of said premises; that said premises are free from all encumbrances; except for general taxes and assessments for the year 2004 and subsequent years, covenants, conditions, restrictions and easements of record; and that he will warrant and defend the same from all lawful claims whatsoever.

DATED: April 6, 2004

[Signature]
 J.B. JOHNSTON

STATE OF IDAHO
 COUNTY OF CANYON
 On this 6th day of MARCH, 2004, before me, a notary public, personally appeared J.B. JOHNSTON, known or identified to me to be the person(s) who(se) name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

[Signature]
 Notary Public
 Residing at *Nampa, ID*
 My commission expires: *4/17/2009*

EDIE R. O'DELL
 NOTARY PUBLIC
 STATE OF IDAHO

RECORDED
 200410415
 6:00 PM 4/07
 CANYON COUNTY
 REC'D PIONEER-NAMPA
 2004 APR 7 10 00 AM

PIONEER TITLE COMPANY
 OF CANYON COUNTY

100 10TH AVE SOUTH
 NAMPA, IDAHO 83651

423 SOUTH KIMBALL
 CALDWELL, ID 83605

ATTACHMENT A1

File No: 1010

QUITCLAIM DEED**FOR VALUE RECEIVED****HUKILL FINEGRADING & EXCAVATION, INC.**

do hereby convey, release, remise and forever quit claim unto

DEER FLAT SAND & GRAVEL, INC.whose current address is: 14200 Deer Flat Road, Nampa, Idaho 83686
the following described premises, to-wit:

The West Half of the Southwest Quarter and the West Half of the East Half of the Southwest Quarter and the East Half of the East Half of the Southwest Quarter of Section 15, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

EXCEPTING THEREFROM:

This pertains a portion of the East One-Half of the East One-Half of the Southwest Quarter of Section 15, Township 2 North, Range 3 West of the Boise Meridian in Canyon County, Idaho, and is more particularly described as follows:

COMMENCING at the Northwest corner of the Southwest Quarter of said Section 15, being also the West One Quarter corner for said Section 15; thenceNorth 88° 50' 31" East along the North boundary of said Southwest Quarter a distance of 538.98 feet to the Northwest corner of said East One-Half of the East One-Half of the Southwest Quarter, said point being the **TRUE POINT OF BEGINNING**; thence

North 18° 20' 31" East along said North boundary a distance of 484.00 feet; thence South 2° 24' 14" West parallel with the West boundary of said East One-Half of the East One-Half of the Southwest Quarter a distance of 300.00 feet; thence

South 85° 50' 31" West parallel with said North boundary a distance of 484.00 feet to a point on said West boundary; thence

North 0° 24' 14" East along said West boundary a distance of 300.00 feet to the **TRUE POINT OF BEGINNING**.

This parcel includes use of all ingress-egress and utility easements described as follows:

COMMENCING at the Northwest corner of the Southwest Quarter of said Section 15, being also the West One Quarter corner for said Section 15; thence

North 88° 50' 31" East along the North boundary of said Southwest Quarter a distance of 1535.98 feet to the Northwest corner of said East One-Half of the East One-Half of the Southwest Quarter; thence

South 0° 24' 14" West along the West boundary of said East One-Half of the East One-Half of the Southwest Quarter a distance of 800.00 feet to the **TRUE POINT OF BEGINNING**; thence

North 88° 50' 31" East a distance of 30.00 feet; thence

South 0° 24' 14" West a distance of 1751.91 feet to a point on the South boundary of the Southwest Quarter of said Section 15; thence

South 89° 15' 10" West along said South boundary a distance of 30.00 feet to the Southwest corner of the said East One-Half of the East One-Half of the Southwest Quarter; thence

North 0° 24' 14" East along the West boundary of said East One-Half of the East One-Half of the Southwest Quarter a distance of 1751.91 feet to the **TRUE POINT OF BEGINNING**.

Dated: April 30, 2001

Daniel M. Hukill, President
HUKILL FINEGRADING & EXCAVATION, INC.

STATE OF _____, County of _____, ss.

On this _____ day of _____ in the year of
2000, before me, the undersigned, a Notary Public in and
for said State, personally appeared _____known or identified to me to be the person whose name
subscribed to the within instrument, and acknowledged
to me that _____ executed the same.

Signature: _____

Name: _____

Residing at: _____

My commission expires: _____

Transnation Title & Escrow, Inc.

No. C 126306		Due no later than November 30, 2004 Annual Report Form		2. Registered Agent and Office NO PO BOX	
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080		DEER FLAT SAND & GRAVEL, INC. 14200 DEER FLAT RD NAMPA, ID 83686		DANIEL M HUKILL 14200 DEER FLAT RD NAMPA, ID 83686	
NO FILING FEE IF RECEIVED BY DUE DATE				3. New Registered Agent Signature	
4. Corporations: Enter Names and Business Addresses of President, Secretary and Directors.					
<u>Office held</u>	<u>Name</u>	<u>Street or P.O. Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
President	Daniel M. Hukill	14600 Deer Flat Road	Nampa	Idaho	83686
Secretary	Marcy L. Hukill	14600 Deer Flat Road	Nampa	Idaho	83686
5. Organized Under the Laws of: IDAHO C 126306					
6. Signature <u>Daniel M. Hukill</u>		Date <u>9-14-04</u>			
Name <u>Daniel M. Hukill</u>		Title <u>President</u>			
Issued 09/01/2004		Do Not Tape or Staple		20041104053	

No. C 116978 Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE	Due no later than Oct 31, 2000 Annual Report Form 1. ~~Eligible~~ Eligible Corporations: Enter the name of the corporation. HUKILL FINE GRADING & EXCAVATION, I DANIEL M. HUKILL ~~7000 SOUTH SIDE BLVD.~~ 14200 Deer Flat Road NAMPA, ID 83686	2. Registered Agent and Office NO PO BOX DANIEL M. HUKILL ~~7000 SOUTH SIDE BLVD.~~ 14200 Deer Flat Road NAMPA, ID 83686 3. <u>New</u> Registered Agent Signature			
4. Corporations: Enter Names and Business Addresses of President, Secretary and Directors.					
Office held	Name	Street or P.O. Address	City	State	Zip
	President Daniel M. Hukill	14200 Deer Flat Rd.	Nampa, Idaho		83686
	Secretary Marcy L. Hukill	14200 Deer Flat Rd.	Nampa, Idaho		83686
5. Organized Under the Laws of: IDAHO C 116978			6. Signature <u>Daniel M. Hukill</u> Date <u>8/16/2000</u> Name (Typed or Printed) <u>Daniel M. Hukill</u> Title: <u>President</u>		

Issued 08/01/2000

Do Not Tape or Staple

2134

(B) 9834200

9834200
9834200

WARRANTY DEED

For Value Received

Michael G. Crogo and Tyra M. Crogo, husband and wife

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

Ricks Paving & Excavation, Inc., an Idaho Corporation

hereinafter referred to as Grantee, of one certain address is

7220 S.W.
2nd Southeast Blvd., Nampa, ID 83855

the following described premises, to-wit:

The West Half of the Southeast Quarter; and the West Half of the East Half of the southeast quarter; and the East Half of the East Half of the Southeast Quarter of 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 certain years taxes, liens, and easements, and except U.S. Patent reservations, restrictions, easements of record, and covenants which upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: September 13, 1998.

Michael G. Crogo
Michael G. Crogo
Tyra M. Crogo
Tyra M. Crogo

RECORDED
INDEXED
FILED
IN 300

CANYON BUTTE RECORDER
BY
J. M. [Signature]

98 SEP 14 PM 4 35

RECORDED

9834200

STATE OF IDAHO)

COUNTY OF ADAMS)

On this 13th day of September, in the year 1998, before me, a Notary Public in and for said State, personally appeared Michael G. Crogo and Tyra M. Crogo, known or identified to me to be the person(s) whose name(s) are subscribed to the within Instrument, and who acknowledged to me that they executed the same.

PATTY I. CHUPP
★ NOTARY PUBLIC ★
STATE OF IDAHO
My Commission Expires 5-4-2004

Patty I. Chupp
Notary Public in Idaho
Residing at Boise
Commission expires: 5/08/04

First American Title Company of Idaho

File No: wild

QUITCLAIM DEED

FOR VALUE RECEIVED

HUKILL FINEGRADING & EXCAVATION, INC.

do hereby convey, release, remise and forever quit claim unto

DEER FLAT SAND & GRAVEL, INC.

whose current address is: 14200 Deer Flat Road, Nampa, Idaho 83686
the following described premises, to-wit:

The West Half of the Southeast Quarter; and the West Half of the East Half of the Southeast Quarter; and the East Half of the East Half of the Southwest Quarter of Section 15, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

EXCEPTING THEREFROM:

That parcel is a portion of the East One-Half of the East One-Half of the Southwest Quarter of Section 15, Township 2 North, Range 3 West of the Boise Meridian in Canyon County, Idaho, and is more particularly described as follows:

COMMENCING at the Northwest corner of the Southwest Quarter of said Section 15, being also the West One Quarter corner for said Section 15; thence

North 88° 50' 31" East along the North boundary of said Southwest Quarter a distance of 1988.95 feet to the Northwest corner of said East One-Half of the East One-Half of the Southwest Quarter, said point being the TRUE POINT OF BEGINNING; thence continuing

North 38° 50' 31" East along said North boundary a distance of 484.00 feet; thence South 0° 24' 14" West parallel with the West boundary of said East One-Half of the East One-Half of the Southwest Quarter a distance of 900.00 feet; thence

South 89° 50' 31" West parallel with said North boundary a distance of 134.00 feet to a point on said West boundary; thence

North 0° 24' 14" East along said West boundary a distance of 900.00 feet to the TRUE POINT OF BEGINNING.

This parcel includes use of an ingress-egress and utility easement described as follows:

COMMENCING at the Northwest corner of the Southwest Quarter of said Section 15, being also the West One Quarter corner for said Section 15; thence

North 88° 50' 31" East along the North boundary of said Southwest Quarter a distance of 1988.95 feet to the Northwest corner of said East One-Half of the East One-Half of the Southwest Quarter; thence

South 0° 24' 14" West along the West boundary of said East One-Half of the East One-Half of the Southwest Quarter a distance of 900.00 feet to the TRUE POINT OF BEGINNING; thence

North 89° 50' 31" East a distance of 30.00 feet; thence South 0° 24' 14" West a distance of 1751.97 feet to a point on the South boundary of the Southwest Quarter of said Section 15; thence

South 19° 46' 14" West along said South boundary a distance of 30.00 feet to the Southwest corner of the said East One-Half of the East One-Half of the Southwest Quarter; thence

North 0° 24' 14" East along the West boundary of said East One-Half of the East One-Half of the Southwest Quarter a distance of 1751.97 feet to the TRUE POINT OF BEGINNING.

Dated: April 30, 2001

Daniel M. Hukill

Daniel M. Hukill, President

HUKILL FINEGRADING & EXCAVATION, INC.

STATE OF IDAHO, County of CANYON, ss.

On this 30th day of April in the year of 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared

DANIEL M. HUKILL

known or identified to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

Signature: Jolene PhelpsName: JOLENE PHELPSResiding at: NAMPAMy commission expires: JUNE 6, 2005

Transnation Title & Escrow, Inc.

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: **A63-07825A**
Date Received: 12/28/1989
Receipt No: X777777
Received By: _____

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

1. Name: ROBERT J MEYERS 208-733-5217
Address: 1528 ADDISON AVENUE EAST
TWIN FALLS ID 83301

AND

Name: KATHI L MEYERS 208-733-5217
Address: 1528 ADDISON AVENUE EAST
TWIN FALLS ID 83301

AND

Name: V & M TRUST
Address: 1528 ADDISON AVENUE EAST
TWIN FALLS ID 83301

2. Date of Priority: JUL 9, 1973

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

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

5. Description of diverting works:

WELL & TURBINE PUMP DISCHARGING TO MAINLINE TO SPRINKLER IRR.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.400		

7. Total Quantity Appropriated is:

0.400 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 70.0 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	15	SE	SW		IRR	20.0
Section Acres							20.0
Total Acres							20.0

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:

60 ACRES CONCURRENT WITH CLAIM #A63-02879

14. Remarks:

SUBJECT TO THE CONDITION THAT THE MAXIMUM RATE OF DIVERSION AND VOLUME PER YEAR SHALL NOT EXCEED .02 CFS/4.5 AF/AC WHEN COMBINED WITH LIC. NO. 22446/63-2879.

THIS CLAIM IS A RESULT OF A SPLIT DUE TO AN OWNERSHIP CHANGE.

15. Basis of Claim: LICENSE

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

MEMORANDUM TO FILE

TO: A63-02879 & A63-07825

FROM: Mel Schulte *MS*

DATE: March 23, 2000

RE: Change of Ownerships

On this date I had a telephone conversation with Greg Brumfield concerning the ownership of the above referenced claims. In October 1995, Mr. Brumfield filed a change of ownership request relating to the SRBA claims described above. His filing was supported by a Warranty Deed dated June 10, 1994 conveying 80 acres to he and his wife from V & M Trust, a Mr & Mrs Victor and a Mr & Mrs Meyers. The ownership change was not processed in 1995 because the subject water right claims also reflected an ownership interest in several Montierth's and no documentation was provided that addressed the disposition of the Montierth's interests.

In January 2000 we finally obtained documentation to show a conveyance of the Montierth's ownership interests to V & M Trust and the Victors and Meyers. At that time we changed the entire ownership of A63-02879 and split part of A63-07825 into the names of the Brumfields.

In February 2000 Mr. Victor and Mr. Meyers visited our office to express their concern that the ownership of the two referenced claims had been changed into the Brumfield's names because they had sold the land dry of any water. I advised them the changes were made because their deed to the Brumfields was silent as to the disposition of water rights and no other documents were submitted with the Deed that addressed the water right issue. They indicated they could provide us with documentation to prove their position.

In March 2000 Victor and Meyers sent us a copy of an earnest money agreement that references the fact they sold the 80 acre parcel to the Brumfields without water rights. However, because the earnest money agreement is not absolutely clear as to the water right issue, I called Greg Brumfield to clarify if they bought the 80 acres with or without water rights. He stated that their purchase was without water rights other than their domestic well.

Based on the documentation we now have in file and the oral statement of Greg Brumfield, we will reverse the ownership of claims A65-02879 and A65-07825B to reflect the correct ownership.

MTS

WARRANTY DEED

FOR VALUE RECEIVED V&M TRUST and WILFORD NOLAN VICTOR and RUBY C. VICTOR, husband and wife and ROBERT J. MEYERS and KATHI L. MEYERS, husband and wife

the Grantors, do hereby grant, bargain, sell and convey unto GREGORY S. BRUMFIELD and LAURA A. BRUMFIELD, husband and wife

the Grantees, whose address is P.O. Box 9307, NAMPA, ID. 83652

the following described premises, to-wit:

Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter, Section 15, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

WILFORD NOLAN VICTOR and RUBY C. VICTOR, husband and wife and ROBERT J. MEYERS and KATHI L. MEYERS, husband and wife are joining in this conveyance to confirm the conveyance by V&M TRUST to the grantees herein.

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 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 1994 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 10, 1994

V&M TRUST

BY:

Kendal F. Egbert
KENDAL F. EGBERT-TRUSTEE

Robert J. Meyers
ROBERT J. MEYERS

CONFIRMED BY:

Wilford Nolan Victor

WILFORD NOLAN VICTOR

Ruby C. Victor by Wilford Victor
Attorney in fact

RUBY C. VICTOR

Kathi L. Meyers

KATHI L. MEYERS

by Robert J. Meyers
ATTORNEY IN FACT

PIONEER TITLE COMPANY
OF CANYON COUNTY

100 10TH AVE SOUTH
NAMPA, IDAHO 83651

423 SOUTH KIMBALL
CALDWELL, ID 83605

ID# 191505

Twin Falls,

Idaho Feb 4 1994

hereinafter called "Buyer" agrees to purchase, and the undersigned Seller agrees to sell the following desc. real estate hereinafter referred to as "premises" commonly known as old Millar Farm City of nampa County of Canyon Idaho, legally described as W1/2SW1/4 Sec 15, T-2N, R-3E of the Boise Meridian 30.1 acres

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED OR ATTACHED PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete)

1. EARNEST MONEY.

(a) Buyer hereby deposits as earnest money and a receipt is hereby acknowledged of one thousand dollars

(b) \$ 1,000 evidenced by: ☐ Cash ☐ Personal Check ☒ Cashiers Check ☐ Note Due (1 or

(c) Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by: ☐ Listing Broker ☐ Selling Broker ☐ Other

Pioneer Title the benefit of the parties hereto, and (Broker)

shall hold the completely executed broker's copy of this agreement and is responsible for the closing.

(c) If all conditions have been met by Buyer, Buyer and Seller agree that the earnest money (less credit report fees, and any other Buyer's costs) shall be refunded to Buyer in the event Buyer or Seller cannot consummate the sale due to circumstances beyond their control.

(d) The parties agree that Pioneer Title Title Company shall provide title policy and preliminary report of commitment

and the "closing agency" for this transaction shall be Pioneer Title. If a long-term escrow / collection is involved, then the escrow

holder shall be Seller

2. TOTAL PURCHASE PRICE IS Eighty Thousand

DOLLARS (\$ 80,000.00)

Payable as follows:

(a) \$ 40,000 upon selling home Cash down, including above Earnest Money (Closing costs are additional).

(b) \$ 40,000 Balance of the purchase price (M.I.P. not included).

3. FINANCING. This agreement is contingent upon the Buyer securing the following financing: ☐ FHA, ☐ VA, ☐ Conventional, ☐ FmHA, ☐ Assumption of existing loan(s), ☐ Other

(a) ☐ NEW FINANCING. Purchase loan balance as noted above for a period of 30 years at 7.5 % per annum. (If FHA, VA loan is sought, read the applicable provisions

on the reverse side hereof.) Buyer shall pay no more than 10 points plus origination fee if any. Seller to pay only the discount points necessary in order to obtain above described

financing but not to exceed 10 points. Any reduction in points shall first accrue to the benefit of the: ☐ Buyer ☐ Seller ☐ Divide Equally.

(b) ☐ ASSUMPTION. Buyer to ASSUME and ☐ will or ☐ will not be required to qualify for an EXISTING LOAN(S) of approximately \$ 40,000

at no more than 7.5 % with monthly payments of approximately \$ 311.15 including D.P.O.I.T.O.

This agreement ☐ does ☐ does not require Seller to release Seller's liability. Type of loan

Buyer shall apply for such loan or assumption within three (3) banking days after Seller's acceptance of this agreement.

If an appraisal is required under Buyer's financing contingency, premises must appraise at no less than purchase price. 40,000 (See Note 10 to be Subordinate)

4. OTHER FINANCING, TERMS AND/OR CONDITIONS: 40,000 to be financed by Seller

at 8% interest for 5 years with monthly payments of \$311.15

each and every month until paid in full.

Buyer to pay an additional \$1,000.00 earnest money if home does not sell

within two weeks of signing this agreement (See Note 10 to be Subordinate)

5. SELLER'S RIGHT TO CONTINUE TO MARKET THE PREMISES AND ACCEPT OTHER OFFERS. This agreement provides for the Seller to continue to market the premises and accept other offers subject to Buyer's right to waive or remove the following contingencies. Any waiver or removal of any contingency as set forth in

Paragraph #5 will be a waiver or removal of all contingencies in Paragraph #5.

(a) ☐ Closing of n/a on or before

listed with

Upon waiver or removal of this contingency Buyer warrants that adequate funds needed to close will be available and that Buyer's ability to obtain financing is not conditioned upon sale

and/or closing of any property

(b) ☐ Other (specify)

IF THIS AGREEMENT IS SUBJECT TO Seller's right to continue to market the premises and accept other offers as specified in Paragraph #5, Seller shall have the right to continue to

offer the herein premises for sale and to accept offers until such time as said contingencies have been waived or removed by Buyer. Should Seller receive another acceptable offer to

purchase, Seller shall give Buyer 30 calendar days written notice of such offer. In the event the Buyer does not waive or remove the contingencies in writing within the set calendar

days noted above, then this Agreement shall be terminated and all deposits returned to Buyer less expenses incurred to date of termination. In the event the Buyer does waive or remove

the contingencies, the Buyer shall proceed to purchase the premises under the remaining terms and conditions of this agreement notwithstanding that the terms of the new offer may

be more or less favorable. Notice shall be considered given on the earlier of either personal delivery of notice to the Buyer or their representative or two calendar days following the date

of mailing evidenced by certification of the postmark on the envelope containing such notice. All notices shall be sent to the addresses shown on this agreement.

6. ITEMS SPECIFICALLY INCLUDED IN THIS SALE (If FHA / VA financing is sought see Item # 17 on reverse side):

none domestic well

7. ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: no government base, doesn't include large irriga

8. COSTS PAID BY: Costs in addition to those listed below may be incurred by Buyer and Seller. Unless otherwise agreed herein, or provided by law or required by lender, Buyer

shall purchase Seller's reserve account if loan assumption.

☐ Yes ☐ No Purchaser's Extended Coverage Title Policy requested. Additional premium paid by See Item # 20 on reverse side

If requested by lender or otherwise stated herein, the below costs will be paid as indicated.

Costs Paid By	Appraisal	Loan Assumpt.	Well Inspect.	Pump/Inspect. Septic	Code Inspect. If Required	Lender or Code Repairs	Contact and/or Document Prep.	Tax Service	Closing Agent's Fee	Long Term Escrow Fee	title IN.
BUYER											
N/A											
SELLER											
SHARE EQUALLY											

Cost of lender or code repairs not to exceed \$

9. CLOSING. 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 April 1, 1994

10. POSSESSION. Buyer shall be entitled to possession on ☐ closing ☐ other at closing

"Closing" means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller. Taxes and water assessments (using

the latest available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of

at closing. Buyer shall pay for fuel to tank (amount to be determined by the supplier at Seller's expense).

11. ACCEPTANCE. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of A Feb 8, 1994

If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

12. IMPORTANT - AGENCY DISCLOSURE. At the time of signing this agreement the agent working with the buyer represented sellere

and the agent working with the seller represented seller. Each party signing this document confirms that prior written disclosure of

agency was provided to him/her in this transaction. Each party to this transaction has read and understands the contents of the agency disclosure brochure previously received.

13. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

Listing Agency: _____ Selling Agency: _____

By: _____ By: _____

Buyer: Laura A. Brumfield Buyer's Address: _____

Seller: Laura A. Brumfield Buyer's Phone: Residence _____ Business _____

☐ See attached Addendum(s) ☐ See attached Counter Offer(s).

On this date, I/we hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller.

I/we further acknowledge receipt of a true copy of this agreement signed by both parties.

Seller: Laura A. Brumfield Seller's Address: 512 Main Street

Seller: Laura A. Brumfield Date: 2/8/94 City: Twin Falls State: ID Zip: 83301

Seller: Laura A. Brumfield Seller's Address: _____

Seller: Laura A. Brumfield Date: _____ City: _____ State: _____ Zip: _____

Seller: Laura A. Brumfield Date: _____ City: _____ State: _____ Zip: _____

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this

_____ day of _____, 19_____

Buyer: _____ Buyer: _____

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: **A63-07825A**
Date Received: 12/28/1989
Receipt No: X777777
Received By: _____

COPY FOR YOUR FILES	NOTICE OF CLAIM TO A WATER RIGHT ACQUIRED UNDER STATE LAW	COPY FOR YOUR FILES	
1. Name:	HR MONTIERTH	208-733-5217	
Address:	1528 ADDISON AVENUE EAST TWIN FALLS ID 83301		
AND			
Name:	SUSAN L MONTIERTH	208-733-5217	
Address:	1528 ADDISON AVENUE EAST TWIN FALLS ID 83301		
AND			
Name:	WILFORD NOLAN VICTOR	208-733-5217	
Address:	1528 ADDISON AVENUE EAST TWIN FALLS ID 83301		
AND			
Name:	RUBY C VICTOR	208-733-5217	
Address:	1528 ADDISON AVENUE EAST TWIN FALLS ID 83301		
AND			
Name:	ROBERT J MEYERS	208-733-5217	
Address:	1528 ADDISON AVENUE EAST TWIN FALLS ID 83301		
AND			
Name:	KATHI L MEYERS	208-733-5217	
Address:	1528 ADDISON AVENUE EAST TWIN FALLS ID 83301		
AND			
Name:	GOLDA D MONTIERTH	208-733-5217	
Address:	1528 ADDISON AVENUE EAST TWIN FALLS ID 83301		
AND			
Name:	EDWARD RAY MONTIERTH	208-733-5217	
Address:	1528 ADDISON AVENUE EAST TWIN FALLS ID 83301		
AND			
Name:	RODNEY KENT MONTIERTH	208-733-5217	

Address: 1528 ADDISON AVENUE EAST
TWIN FALLS ID 83301

2. Date of Priority: JUL 9, 1973

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

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

5. Description of diverting works:
WELL & TURBINE PUMP DISCHARGING TO MAINLINE TO SPRINKLER IRR.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.400		

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

8. Total consumptive use is 70.0 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	15	SE	SW		IRR	20.0
Section Acres							20.0
Total Acres							20.0

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:
60 ACRES CONCURENT WITH CLAIM #A63-02879

14. Remarks:
SUBJECT TO THE CONDITION THAT THE MAXIMUM RATE OF DIVERSION AND
VOLUME PER YEAR SHALL NOT EXCEED .02 CFS/4.5 AF/AC WHEN COMBINED
WITH LIC. NO. 22446/63-2879.
THIS CLAIM IS A RESULT OF A SPLIT DUE TO AN OWNERSHIP CHANGE.

15. Basis of Claim: LICENSE



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

DATE OF CLOSING: _____

LEGAL DESCRIPTION OF PROPERTY: Township 02N Range 03W
Section 15, W 1/2 of SW 1/4 of 1/4 Govt. Lot _____, BM.
Lot _____, Block _____, Subdivision/Townsite _____
If you have additional legal descriptions, please attach separate sheet.

- ☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- ☐ Water Right Number(s)
Assigned by IDWR: A63-02879, A63-07825
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): MONTIERTH
1528 Addison Ave East
TWIN FALLS 83301
- ☐ New Owner/Claimant (Purchaser): Craig Brumfield
- ☐ New Mailing Address: 9250 Farner rd.
Nampa Id. 83686
- ☐ New Telephone Number: (208) 467-6930 or 465-4561
- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? X yes ___ no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:
A63-02879 - No split
A63-07825 - Split 80 ACRES TO NEW OWNER

- ☐ Attach proof of ownership, describe proof attached: _____
(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)
- ☐ Signature of New Owner/Claimant(s) X Craig Brumfield Date 10/24/95

Date _____
- ☐ Signature of Former Owner/Claimant(s): _____

Date _____
Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:
Initial Review and Data-Entry
Date: _____ By: _____
Further Action Needed:

Further Action Taken
Date: _____ By: _____
Final Review and Data-Entry
Date: _____ By: _____
Claim Numbers of Split, if any: _____

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

Trst 9411558

QUITCLAIM DEED

GRANTOR, W. NOLAN VICTOR and RUBY C. VICTOR, husband and wife; HERBERT R. MONTIERTH; the ESTATE OF GOLDA D. MONTIERTH; EDWARD RAY MONTIERTH and SUSAN L. MONTIERTH, husband and wife; RODNEY KENT MONTIERTH and DOLLIE MONTIERTH, husband and wife, of Kuna, County of Ada, State of Idaho, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM unto ROBERT J. MEYERS and KATHI L. MEYERS, husband and wife whose current address is 3024 Franklin, County of Twin Falls, State of Idaho as GRANTEE, and to grantee's heirs and assigns forever, all of the following described real estate situated in Nampa, County of Canyon, State of Idaho, to-wit:

The W $\frac{1}{2}$ and the SE $\frac{1}{4}$ of Section 15 of Township 2 North, Range 3 West, Boise Meridian, Canyon County. Idaho

and

Lots 1 and 2 of Meyers/Montierth/Victor acreages in Section 10, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

TOGETHER with all tenements, hereditaments and appurtenances thereunto belonging together with all right, title and interest including well water permits for well Nos 5, 6 and 7 as designated on Exhibit "A".

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, Grantor has hereunto subscribed his name to this instrument this 14 day of March, 1994.

W. Nolan Victor
W. NOLAN VICTOR

Ruby C. Victor
RUBY C. VICTOR

Herbert R. Montierth
HERBERT R. MONTIERTH

Herbert R. Montierth
HERBERT R. MONTIERTH,
Personal Representative of the
Estate of Golda D. Montierth

Edward Ray Montierth
EDWARD RAY MONTIERTH

Susan L. Montierth
SUSAN L. MONTIERTH

Rodney Kent Montierth
RODNEY KENT MONTIERTH

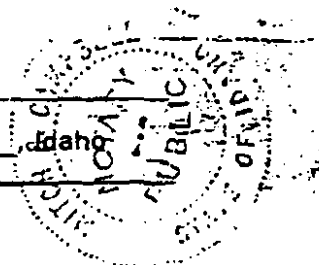
Dollie Montierth
DOLLIE MONTIERTH

STATE OF IDAHO)
County of Ada) ss:

On this 14 day of March, 1994, before me the undersigned, a notary public for Idaho, personally appeared W. NOLAN VICTOR and RUBY C. VICTOR, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IT WITNESS WHEREOF; I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]
Notary Public for Idaho
Residing at Thon Falls, Idaho
Commission expires _____



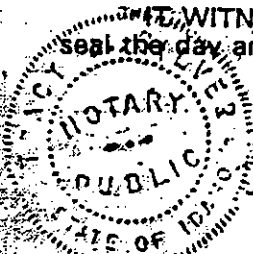
STATE OF IDAHO

County of Ada

) ss:

On this 21st day of February, 1994, before me the undersigned, a notary public for Idaho, personally appeared HERBERT R. MONTIERTH, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



[Signature]
Notary Public for Idaho
Residing at Grand View, Idaho
Commission expires _____

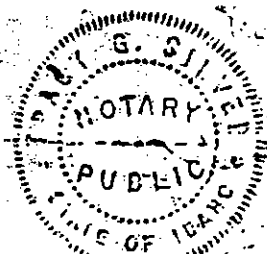
STATE OF IDAHO

County of Ada

) ss:

On this 21st day of February, 1994, before me the undersigned, a notary public for Idaho, personally appeared HERBERT R. MONTIERTH, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same as personal representative of the Estate of Golda D. Montierth.

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



[Signature]
Notary Public for Idaho
Residing at Grand View, Idaho
Commission expires _____

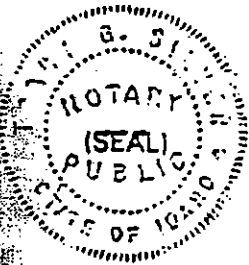
QUITCLAIM DEED - 3

4/202

STATE OF IDAHO)
County of Ada) ss.

On this 21st day of February, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared EDWARD RAY MONTIERTH and SUSAN L. MONTIERTH, known and identified 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.

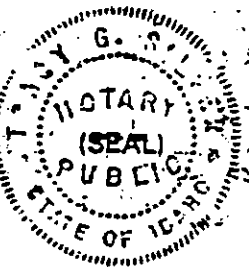


[Signature]
Notary Public for Idaho
Residing at Grand View, Idaho
Commission expires: _____

STATE OF IDAHO)
County of Ada) ss.

On this 21st day of February, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared RODNEY KENT MONTIERTH and DOLLIE MONTIERTH, known and identified 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.



[Signature]
Notary Public for Idaho
Residing at Grand View, Idaho
Commission expires: _____

QUITCLAIM DEED - 4
4/282

REQUEST BY [Signature]
TYPE Quitclaim FEE 19.00

NEED BEER
CANYON CNTY RECORDER
BY [Signature]

'94 APR 20 AM 9 13

RECORDED

9411558

WARRANTY DEED

GRANTOR, FARM CREDIT BANK OF SPOKANE, a corporation, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto (1) H. R. MONTIERTH, also known as Herbert R. Montierth, and GOLDA D. MONTIERTH, also known as Darlene R. Montierth, husband and wife; EDWARD RAY MONTIERTH, also known as Ray Montierth, and SUSAN L. MONTIERTH, husband and wife; RODNEY KENT MONTIERTH, a single man; grantees collectively as to a one-third undivided interest; (2) WILFORD NOLAN VICTOR and RUBY C. VICTOR, husband and wife, grantees collectively as to a one-third undivided interest; and (3) ROBERT J. MEYERS and KATHI L. MEYERS, husband and wife, grantees collectively as to one-third undivided interest, as tenants in common in the shares provided above, whose current address is Route 1, Kuna, Idaho 83634, as GRANTEE, and to grantee's heirs and assigns forever, all of the real estate located in Canyon County, State of Idaho, more particularly described on Exhibit A, attached hereto and incorporated herein.

Grantor does hereby covenant, warrant and shall defend the quiet and peaceable possession of said premises by the grantee, his heirs and assigns forever against the lawful claims of all persons.

Grantor warrants that it has complied with the applicable provisions of the Agricultural Credit Act of 1987.

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, grantor has hereunto subscribed his name to this instrument this 2 day of February, 1990.

FARM CREDIT BANK OF SPOKANE

By: Daniel R. Huff
Authorized Agent

STATE OF IDAHO)

COUNTY OF Canyon) ss.

On this 2nd day of February, 1990, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Daniel R. Huff, known or identified to me to be the authorized agent of Farm Credit Bank of Spokane, the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



WITNESS my hand and official seal.

Blanca E. Acosta
Notary Public for Idaho
Residing at Chubbuck, Idaho
My Commission expires: 8-11-95

EXHIBIT "A"

Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho, Section 14:

South Half EXCEPT:

A part of the Southeast Quarter described as:

COMMENCING at the Northeast corner of said Southeast Quarter (East Quarter corner), monumented with an iron pipe, 2 inches diameter; thence
South $0^{\circ} 3'$ East 478.04 feet along the East boundary of said Southeast Quarter; thence
South $89^{\circ} 57'$ West 25 feet to the POINT OF BEGINNING; thence
South $89^{\circ} 57'$ West 396 feet; thence
South $0^{\circ} 3'$ East 220 feet parallel with the East boundary of said Southeast Quarter; thence
North $89^{\circ} 57'$ East 396 feet; thence
North $0^{\circ} 3'$ West 220 feet parallel with the East boundary of said Southeast Quarter to the POINT OF BEGINNING.

Section 15:

Southwest Quarter of the Southeast Quarter; Southeast Quarter of the Southwest Quarter; Northwest Quarter of the Southwest Quarter; Southwest Quarter of the Southwest Quarter; Northeast Quarter of the Southwest Quarter; Northwest Quarter of the Southeast Quarter; East Half of the Southeast Quarter

Section 13:

Northwest Quarter of the Northwest Quarter.

Section 14:

Northeast Quarter of the Northeast Quarter; Northwest Quarter; Southeast Quarter of the Northeast Quarter; West Half of the Northeast Quarter;

EXCEPT:

A part of the Northwest Quarter, Section 14, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho, more particularly described as:

COMMENCING at the Northeast corner of said Section 14 (section corner) monumented with a rebar, 5/8 inches diameter; thence
South $62^{\circ} 48' 15''$ West 4,482.39 feet to the POINT OF BEGINNING; said point bears
South $63^{\circ} 05' 00''$ East 1,480.17 feet from a found 3/8 inch pipe at the Northwest corner of the Southwest Quarter of the Northwest Quarter, Section 14 (North One-Sixteenth Corner); thence
North $89^{\circ} 54' 30''$ East 295.32 feet; thence
South $0^{\circ} 05' 30''$ East 295.00 feet; thence
South $89^{\circ} 54' 30''$ West 295.32 feet; thence
North $0^{\circ} 05' 30''$ West 295.00 feet to the POINT OF BEGINNING.

Section 10:

South Half of the Northeast Quarter; Southeast Quarter of the Northwest Quarter; Northeast Quarter of the Southwest Quarter; South Half of the Southwest Quarter; West Half of the Southeast Quarter; Northeast Quarter of the Southeast Quarter; Southwest Quarter of the Southeast Quarter; Southwest Quarter of the Northwest Quarter; Northwest Quarter of the Southwest Quarter;

EXCEPTING THEREFROM:

That portion of the East Half of Section 10, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho, described as:

BEGINNING at the section corner common to Section 2, 3, 10 and 11, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho; thence

South $0^{\circ} 4' 0''$ East 1,358.47 feet along the East section line (Basis of Bearing) to the REAL POINT OF BEGINNING; thence continuing

South $0^{\circ} 4' 0''$ East 1,298.48 feet to the quarter corner; thence

South $0^{\circ} 9' 27''$ East 1,818.74 feet along the section line to a point

North $0^{\circ} 9' 27''$ West 836.23 feet of the Southeast corner of said Section 10; thence

North $39^{\circ} 35' 0''$ West 421.13 feet; thence

North $19^{\circ} 39' 55''$ West 722.59 feet; thence

North $16^{\circ} 48' 33''$ West 201.19 feet; thence

North $37^{\circ} 3' 36''$ West 599.17 feet; thence

North $13^{\circ} 47' 14''$ West 527.44 feet; thence

North $0^{\circ} 54' 43''$ East 492.15 feet; thence

North $61^{\circ} 11' 12''$ West 315.87 feet; thence

North $21^{\circ} 40' 11''$ West 304.77 feet; thence

North $89^{\circ} 58' 0''$ East 1,431.45 feet to the POINT OF BEGINNING.

Section 15:

Northwest Quarter; Northeast Quarter.

Together with any and all tenements, hereditaments and appurtenances thereunto belonging or used in connection therewith.

Together with all water and water rights used upon or appurtenant to said property, however evidenced, including but not limited to Permit No. 63-9654 issued by the Water Resources Department of the State of Idaho

9002195

RECORDED

90 FEB 6 PM 12 06

HED J KERR

CANYON CNTY RECORDER

BY *[Signature]*

REQUEST *[Signature]* JALPA
TIN *[Signature]* 12 12

QUITCLAIM DEED

For Value Received

WILFORD NOLAN VICTOR and RUBY C. VICTOR, husband and wife, and ROBERT J. MEYERS and KATHI L. MEYERS, husband and wife

do hereby convey, release, remise and forever quitclaim unto

V. & M. TRUST

whose current address is 1528 Addison Avenue East
Twin Falls, Idaho 83301

the following described premises, to-wit:

PARCEL #1

All of right, title, and interest of the said party in Section 10; S $\frac{1}{2}$ 14; and 15; Township 2 North, Range 3 West of the Boise Meridian, Canyon County Idaho. TOGETHER with all water rights, government grain base, irrigation wells/pumps, and equipment.

PARCEL #2

The South One-Half; the South One-Half of the North One-Half and the Northwest Quarter of the Northeast Quarter, all in Section 25, Township 5 North, Range 2 West, Boise Meridian, Canyon County, State of Idaho. TOGETHER with all water rights, government grain base, irrigation wells/pumps, and equipment.

Pioneer Title Company

OF CANYON COUNTY



GLEN LORENSEN
Sr. Title Officer

100 - 10th AVE. S.
NAMPA, IDAHO 83651

(208) 466-6100
(208) 342-7799
Fax (208) 465-3248

together with their appurtenances.

Dated: 12/30/92

Wilford Nolan Victor
Ruby C. Victor

REQUEST V. & M. Trust
TYPE AND FEE 3.00

CANYON CNT. RECORDER
BY [Signature]

RECORDER

94 JAN 11 PM 1 58

RECORDED

9400960

STATE OF IDAHO, COUNTY OF Twin Falls
On this 30th day of December, 1992,
before me, a Notary Public in and for the said State, personally appeared

WILFORD NOLAN VICTOR and RUBY C. VICTOR, husband and wife, and
ROBERT J. MEYERS and KATHI L. MEYERS, husband and wife

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Residing at
Canyon, Idaho

Notary Public
Idaho

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at the request of

at _____ minutes past _____ o'clock M.,
this _____ day of _____,
19____, in my office, and duly recorded in Book _____
of Deeds at Page _____

Ex-Officio Recorder

By _____ Deputy.

Fees \$
Mail to:

INSTRUMENT NO.

WARRANTY DEED

FOR VALUE RECEIVED V&M TRUST and WILFORD NOLAN VICTOR and RUBY C. VICTOR, husband and wife and ROBERT J. MEYERS and KATHI L. MEYERS, husband and wife

the Grantors, do hereby grant, bargain, sell and convey unto GREGORY S. BRUMFIELD and LAURA A. BRUMFIELD, husband and wife

the Grantees, whose address is P.O. Box 9307, NAMPA, ID. 83652.

the following described premises, to-wit:

Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter, Section 15, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

WILFORD NOLAN VICTOR and RUBY C. VICTOR, husband and wife and ROBERT J. MEYERS and KATHI L. MEYERS, husband and wife are joining in this conveyance to confirm the conveyance by V&M TRUST to the grantees herein.

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 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 1994 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 10, 1994

V&M TRUST

BY: Kendal F. Egbert - Trustee
KENDAL F. EGBERT-TRUSTEE

Robert J. Meyers
ROBERT J. MEYERS

CONFIRMED BY:

Wilford Nolan Victor
WILFORD NOLAN VICTOR
Ruby C. Victor by Wilford Victor
Attorney in fact
RUBY C. VICTOR

Kathi L. Meyers
KATHI L. MEYERS
by Robert J. Meyers
ATTORNEY IN FACT

PIONEER TITLE COMPANY
OF CANYON COUNTY

100 10TH AVE SOUTH
NAMPA, IDAHO 83651

423 SOUTH KIMBALL
CALDWELL, ID 83605

INSTALLMENT CONTRACT FOR REAL ESTATE

THIS AGREEMENT made this 9th day of June, 1994

by and between

CAPELLA CORPORATION, an Idaho Corporation, hereinafter designated as the seller, and GREGORY S. BRUMFIELD and LAURA A. BRUMFIELD, husband and wife

hereinafter designated as the Buyers, WITNESSETH:

1. That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the Seller hereby agrees to sell to the Purchaser and Purchases agrees to purchase from the Seller the following described property situated in the County of Canyon State of Idaho, to wit:

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

2. Said Buyer agrees to pay to the Seller or order for the said described premises, the sum of EIGHTY THOUSAND and no/100 DOLLARS Dollars (\$ 80,000.00) strictly within the following terms, to-wit: FORTY THOUSAND and NO/100 DOLLARS Dollars (\$ 40,000.00) cash, the receipt of which is hereby acknowledged, and the balance of FORTY THOUSAND and no/100 Dollars (\$ 40,000.00) shall be paid as follows:

\$811.15 on July 10, 1994, and a like amount on the 10th day of each and every month thereafter until the entire unpaid balance is paid in full.

The Seller agrees to give a partial release to one acre at any time the Buyers provide a legal description and request for the same.

3. All deferred balances of said purchase price, shall bear interest at the rate of eight per cent (8%) per annum from this date until paid; interest is to be paid at the same time as the payment set out above and shall be

included as part of the regular payment above required. The Buyer, at his option at the time of any payment, may pay amounts in excess of payments set out above upon the unpaid balance, subject to the limitations of any mortgage or contract herein assumed by the Buyer, such payments to be applied to the unpaid principal or if the election is made in writing at the time of such said excess payment, then the said payment may be in pre-payment of future installments.

4. In the event either party desires to refinance or pledge this contract or said property, then the other agrees to cooperate so long as he does not suffer financial detriment or so long as his security is not jeopardized or diminished.

5. Possession of said premises shall be delivered to the Buyer upon 6/10/94

6. It is understood and agreed that, if the Seller accepts payment from the Buyer on this contract less than according to the terms herein mentioned, then by doing so he will in no way alter the terms of this contract or waive any rights as to the forfeiture hereinafter stipulated or as to any other remedy of the Seller.

7. It is understood that there presently exists an obligation against the said property in favor of

1994 property taxes

, with an unpaid balance of

\$ as of which said obligation is to be paid by

8. The Seller represents that there are no unpaid special improvements or district assessments or taxes covering the improvements to the premises now in process of being installed or which have been completed and not paid for outstanding against the said property, nor any unpaid claims which could ripen into any lien against the property, except the following:

9. The Buyer agrees to pay all taxes and assessments of every kind and nature which are or which may become due on these premises during the life of this agreement, including the taxes and assessments accruing after

10. The Seller hereby covenants and agrees that there are no taxes or assessments against the premises, except the following: 1994 property taxes

And further covenants and agrees that he will pay or have paid all taxes and assessments levied or accrued prior to June 9, 1994. And the Seller further covenants that he will not default in the payment of any of his obligations against the property as set out in this agreement.

11. The Buyer further agrees to keep all insurable buildings and improvements on said premises insured in a company acceptable to the Seller in an amount of not less than the unpaid balance of this contract or \$, and to assign such insurance to the Seller as his interest may appear and to deliver the insurance policy to him or to the escrow, if any. Any prepaid insurance premiums will be refunded or reimbursed to the Seller as of the date of possession.

12. In the event either party shall default in any of the payments of any of the obligations required of him to be made by this agreement, the other party may, if he so elects to do so, to pay such obligations and demand upon the other party all such sums so advanced and paid by him, together with interest thereon from the date of payment of such sums at the rate of 2/3 of One (1) percent per month until paid.

13. The Buyer agrees that he will not commit or suffer to be committed any waste, spoil, or destruction, in or upon the premises; that he will maintain the said premises in good condition and will make no alterations that shall decrease the value of the premises and any improvements placed thereon will inure to the land.

14. In the event of a failure to comply with the terms hereof by the Buyer, or upon failure of the Buyer to make any payment or payments when the same shall become due, the Seller, at his option, shall have the following alternative remedies:

A. Seller shall have the right, upon failure of the Buyer to remedy the default within 60 days after mailing by Certified mail a written notice, setting out wherein the Buyer defaulted, to be released from all obligations in law and in equity to convey said property, and all payments which have been made theretofore on this contract by the Buyer, shall be forfeited to the Seller as liquidated damages for the non-performance of the contract, and the Buyer agrees that the Seller may at his option re-enter and take possession of said premises without legal process as in its first and former estate, together with all improvements and additions made by the Buyer thereon, and the said additions and improvements shall remain with the land and become the property of the Seller, the Buyer becoming at once a tenant at will of Seller; or

B. The Seller may bring suit and recover judgment for all delinquent installments, including costs and attorneys fees. (The use of this remedy on one or more occasions shall not prevent the Seller, at his option, from resorting to one of the other remedies hereunder in the event of a subsequent default); or.

C. The Seller shall have the right, at his option and upon written notice to the Buyer, to declare the entire unpaid balance hereunder at once due and payable, and may elect to treat this contract as a note and purchase money mortgage, and pass title to the Buyer subject thereto, and proceed immediately to foreclose the same in accordance with the laws of the State of Idaho, and have the property sold and the proceeds applied to the payment of the balance owing, including costs and attorney's fee; and the Seller may have a judgment for any deficiency which may remain. In the case of foreclosure, the Seller hereunder, upon the filing of a complaint, shall be immediately entitled to the appointment of a receiver to take possession of said mortgaged property and collect the rents, issues and profits therefrom and apply the same to the payment of the obligation hereunder, or hold the same pursuant to order of the court; and the Seller, upon entry of judgment of foreclosure, shall be entitled to the possession of the said premises during the period of redemption.

15. It is agreed that time is of the essence of this Agreement.

16. In the event there are any liens or encumbrances against said premises other than those herein provided for or referred to, or in the event any liens or encumbrances other than herein provided for shall hereafter accrue against the same by acts or neglect of the Seller, then the Buyer may, at his option, pay and discharge the same and receive credit on the amount then remaining due hereunder in the amount of any such payment or payments and thereafter the payments herein provided to be made, may, at the option of the Buyer, be suspended until such a time such suspended payments shall equal any sums advanced as aforesaid.

17. The Seller, upon receiving the payments herein reserved to be paid at the time and in the manner above mentioned, agrees to execute and deliver or cause to be delivered to the Buyer, or his assigns, a good and sufficient warranty deed with revenue stamps attached conveying the title to the above described premises free and clear of all encumbrances except as herein mentioned and except as may have accrued through the acts or neglects of the Buyer. The Seller further agrees to furnish at his expense, a policy of title insurance in the amount of the purchase price; such policy to be delivered or deposited in escrow when the transaction is closed.

18. Any escrow of this contract or of the deposit of any document relating to this contract shall be contained in a separate escrow agreement to be executed by the parties hereto, and if so made such escrow agreement shall be adopted by the parties as part of this agreement.

19. This contract may be assigned without the written consent of the Seller.

20. It is hereby expressly understood and agreed by the parties hereto, that the Buyer accepts said property in its present condition and enters into this agreement in reliance of his own independent investigation of value and condition of the premises and that there are no representations, covenants, or agreements between the parties hereto with reference to the said property, except as herein specifically set forth.

21. The Buyer and Seller each agree that should they default in any of the covenants or agreements contained herein, that the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this agreement, or in obtaining possession of the premises covered hereby, or in pursuing any remedy provided hereunder or by the statutes of the State of Idaho whether such remedy is pursued by filing a suit or otherwise.

22. It is understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, the day and year first above written.

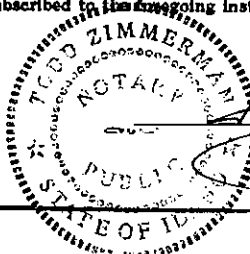
Laura Brumfield
Greg Brumfield
Buyers

CAPELLA CORP., ACCOMMODATOR FOR YEMTRUST
BY: J. H. Stivers, Pres.
Sellers

STATE OF IDAHO)
) ss.
County of CANYON)

On this 10th day of June, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared LAURA BRUMFIELD and GREG BRUMFIELD

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.



Ted Zimmerman
Notary Public for Idaho
Residing at NAMPA, Idaho
EXP. 2-16-96

Split tree
A63-07825

A63-07825-

N/O Monticello/Victors/Meyers.

DR: 2:40 cfs. CU: 420 AF.

POB: 2N, 2W, S15, SENW

POU: 2N, 2W, S15, NWSW - 40 ac. SWSW - 40 ac

SESW - 40 ac.

120 ac

-07825A

N/O Monticello/Victors/Meyers.

DR: .40 cfs CU: 70 AF.

POB: 2N, 2W, S15, SENW

POU: 2N, 2W, S15, SESW - 20 ac (W $\frac{1}{2}$ SESW) 20 ac

-07825B.

N/O Brumfield

DR: 1.60 cfs CU: 280

POB: 2N, 2W, S15, SENW

POU: 2N, 2W, S15, NWSW - 40 ac SWSW - 40 ac. 80 ac

7 -07825C

*

N/O Crago then Hubell

DR: .40 cfs CU: 70 AF.

POB: 2N, 2W, S15 SENW

POU: 2N, 2W, S15, SESW - 20 ac. (E $\frac{1}{2}$ SESW) 20 ac

120 ac

* Ownership changed from Crago to Hubell as part of A63-03599B ownership change and split.

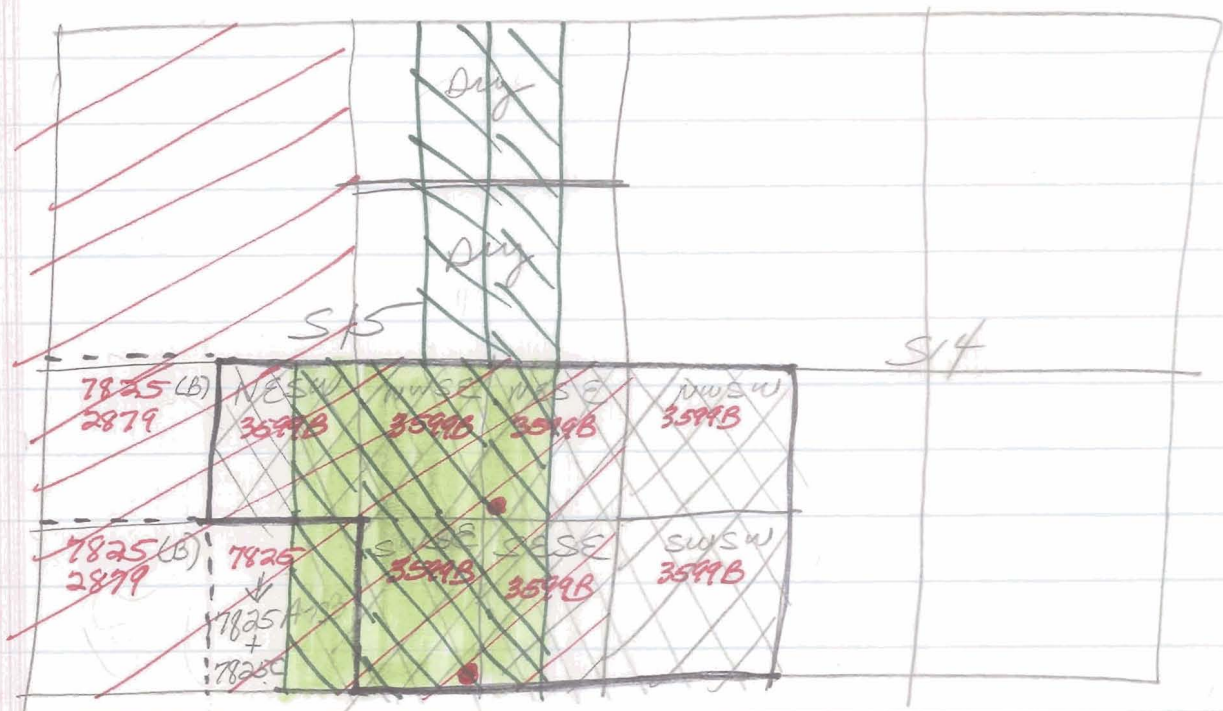
= legal description. P.O. for A63-03599B

■ = Crego to Dukell

||||| = Victor, Myers & VEM to Crego

||||| = Victor, Monticello to Myers.

all of S15 & S1/2 S14 deeded to VEM Trust



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: A63-07825
Date Received: 12/28/1989
Receipt No: N003518
Received By: _____

COPY FOR YOUR FILES	NOTICE OF CLAIM TO A WATER RIGHT ACQUIRED UNDER STATE LAW	COPY FOR YOUR FILES	
1. Name:	H.R. MONTIERTH	208-733-5217	
Address:	1528 ADDISON AVENUE EAST TWIN FALLS, ID 83301		
AND			
Name:	GOLDA D. MONTIERTH	208-733-5217	
Address:	1528 ADDISON AVENUE EAST TWIN FALLS, ID 83301		
AND			
Name:	EDWARD RAY MONTIERTH	208-733-5217	
Address:	1528 ADDISON AVENUE EAST TWIN FALLS, ID 83301		
AND			
Name:	SUSAN L. MONTIERTH	208-733-5217	
Address:	1528 ADDISON AVENUE EAST TWIN FALLS, ID 83301		
AND			
Name:	RODNEY KENT MONTIERTH	208-733-5217	
Address:	1528 ADDISON AVENUE EAST TWIN FALLS, ID 83301		
AND			
Name:	WILFORD NOLAN VICTOR	208-733-5217	
Address:	1528 ADDISON AVENUE EAST TWIN FALLS, ID 83301		
AND			
Name:	RUBY C. VICTOR	208-733-5217	
Address:	1528 ADDISON AVENUE EAST TWIN FALLS, ID 83301		
AND			
Name:	ROBERT J. MEYERS	208-733-5217	
Address:	1528 ADDISON AVENUE EAST TWIN FALLS, ID 83301		
AND			
Name:	KATHI L. MEYERS	208-733-5217	

Address: 1528 ADDISON AVENUE EAST
TWIN FALLS, ID 83301

2. Date of Priority: JUL 9, 1973

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

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

5. Description of diverting works:

WELL & TURBINE PUMP DISCHARGING TO MAINLINE TO SPRINKLER IRR.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	2.400		

7. Total Quantity Appropriated is:

2.400 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 420.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
02N	03W	15	NW	SW		IRR	40.0
			SW	SW		IRR	40.0
			SE	SW		IRR	40.0

Section Acres 120.0

Total Acres 120.0

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:

60 ACRES CONCURRENT WITH CLAIM #A63-02879

14. Remarks:

SUBJECT TO THE CONDITION THAT THE MAXIMUM RATE OF DIVERSION AND VOLUME PER YEAR SHALL NOT EXCEED .02 CFS/4.5 AF/AC WHEN COMBINED WITH LIC. NO. 22446/63-2879.

15. Basis of Claim: LICENSE

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

RIGHT NUMBER: 63-7825A

NAME AND ADDRESS: MARCINE L HUKILL
14600 DEER FLAT RD
NAMPA ID 83686

DANIEL M HUKILL
14600 DEER FLAT RD
NAMPA ID 83686

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.400 CFS
90.000 AFY

The total instantaneous diversion of water from all points of diversion under Rights 63-3599D, 63-7825A, 63-7825C and 63-32076 shall not exceed 3.35 cfs, nor a total combined annual volume of 778.5 af for the irrigation of 163 acres and industrial use.

PRIORITY DATE: 07/09/1973

POINT OF DIVERSION:

T02N R03W S15 SESW Within CANYON County

T02N R03W S15 NESE Within CANYON County

T02N R03W S15 SWSE 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	0.400 CFS 90.00 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	NESW	38.00	T02N R03W S15	SESW	40.00
T02N R03W S15	NESE	15.00	T02N R03W S15	NWSE	40.00
T02N R03W S15	SWSE	30.00			

163 ACRES TOTAL

This right is limited to the irrigation of 20 acres within the place of use described above in a single irrigation season.

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

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

Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.

After specific notification by the Department, the right holder shall record the quantity of water diverted 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.

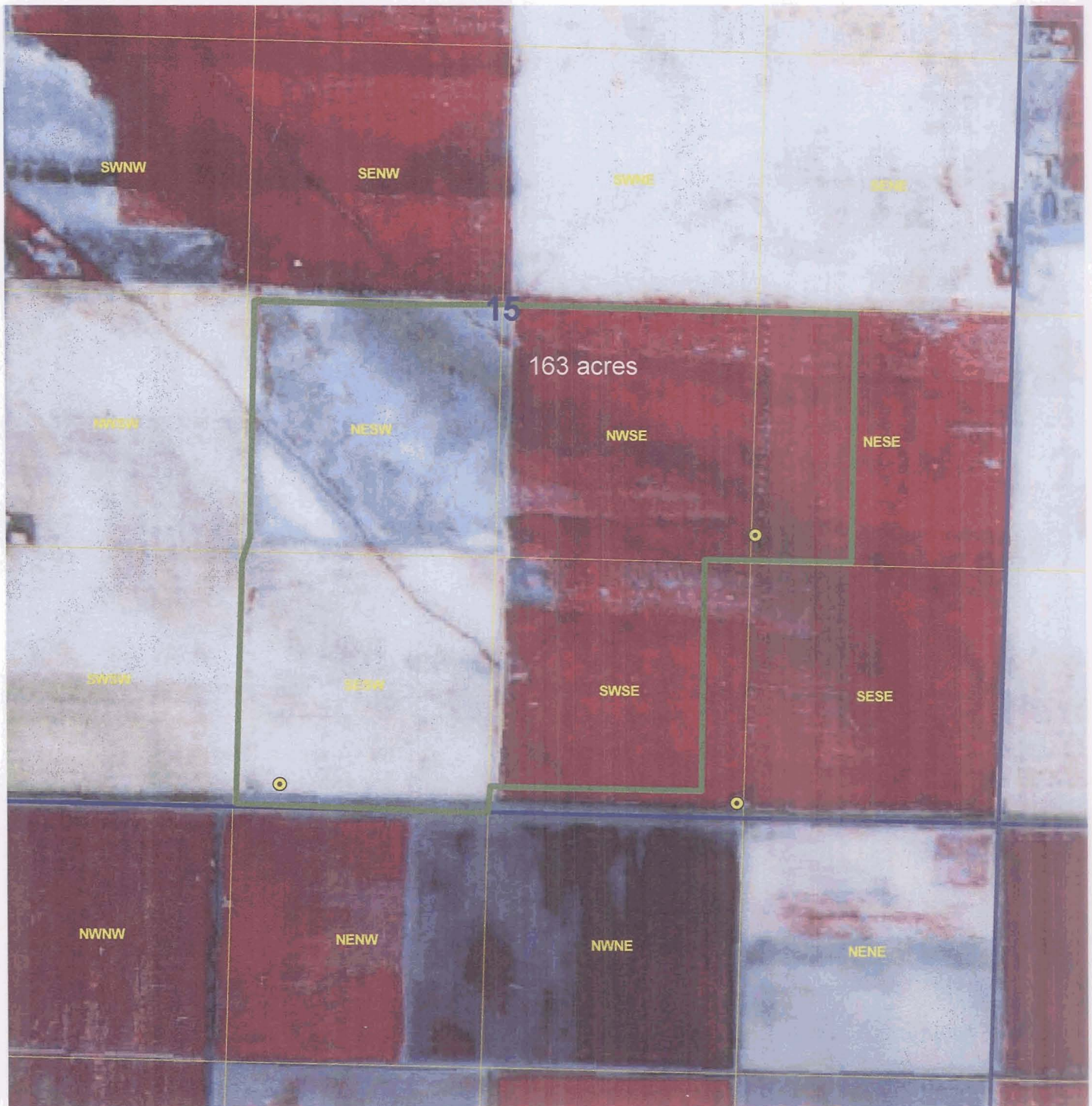
The right holder shall accomplish the change authorized by Transfer 71840 within one year of the date of the approval.

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

Idaho Department of Water Resources

63-7825A

T02N R03W S15



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



IDWR
Prepared by: Sandy Egbert
1987 NAAP Photography

400 0 400 800 1200 1600 Feet

09/01/2005

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

RIGHT NUMBER: 63-7825A

NAME AND ADDRESS: MARCINE L HUKILL
14600 DEER FLAT RD
NAMPA ID 83686

DANIEL M HUKILL
14600 DEER FLAT RD
NAMPA ID 83686

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.400 CFS
90.000 AFY

The total instantaneous diversion of water from all points of diversion under Rights 63-3599D, 63-7825A, 63-7825C and 63-32076 shall not exceed 3.35 cfs, nor a total combined annual volume of 778.5 af for the irrigation of 163 acres and industrial use.

PRIORITY DATE: 07/09/1973

POINT OF DIVERSION:

T02N R03W S15 SESW Within CANYON County

T02N R03W S15 NESE Within CANYON County

T02N R03W S15 SWSE 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	0.400 CFS 90.00 AFY

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.

PLACE OF USE: IRRIGATION Within CANYON County

T02N R03W S15	NESW	38.0	T02N R03W S15	SESW	40.0
T02N R03W S15	NESE	15.0	T02N R03W S15	NWSE	40.0
T02N R03W S15	SWSE	30.0			

163 ACRES TOTAL

This right is limited to the irrigation of 20 acres within the place of use described above in a single irrigation season.

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

Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.

After specific notification by the Department, the right holder shall record the quantity of water diverted 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 right holder shall accomplish the change authorized by Transfer 71840 within one year of the date of the 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.



State of Idaho
DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

January 10, 2000

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

HR MONTIERTH
GOLDA D MONTIERTH
EDWARD RAY MONTIERTH
SUSAN L MONTIERTH
RODNEY KENT MONTIERTH
ROBERT J MYERS
KATHI L MYERS
WILFORD NOLAN VICTOR
RUBY C VICTOR
1528 ADDISON AVE E
TWIN FALLS ID 83301

Re: Original Notice of Claim to a Water Right No. A63-07825

Renumbered to Notice of Claim to a Water Right No. A63-07825A

Dear Claimants:

We have received and processed a Change of Ownership for a portion of your original Claim to a Water Right Number as referenced above. This change of ownership resulted in a split of your original claim.

When a portion of the original water right claim has been conveyed to another and the original right has been split, then the original claim number is renumbered by adding alpha suffixes to represent each split. Each split contains only the portion of the original right for each separate owner. The above referenced new claim number reflects your remaining portion of the original claim after the change of ownership. Enclosed is a copy of this new claim for your records. Please refer to your new claim number when corresponding with our office.

If you have any questions concerning this ownership change, or the enclosed claim copy, please feel free to contact this office.

Sincerely,

Adjudication Section
Western Region Office

DB:d

Enclosure

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 63-7825 Priority July 9, 1973 Amount 2.40 cfs

THIS IS TO CERTIFY, that ROBERT W. RUSSELL
of Nampa, Idaho, has complied with the terms and conditions of Permit
No. 63-7825 issued pursuant to Application for Permit dated July 9, 1973,
and has submitted proof to the Department of Water Resources on May 9, 1974,
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 2.40 cfs of water from a ground water 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
Irrigation	from <u>March 15</u> to <u>Nov. 15</u>	<u>2.40</u> cfs and	<u>540 acre feet or</u>
	from _____	_____ cfs and	<u>* 4.5 af per acre</u>
	from _____	_____ cfs and	_____

(both dates inclusive)

Subject, however, to the condition that no more than * 2.40 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
540 acre feet per year, said waters to be diverted within the SE 1/4 SW 1/4 of Sec. 15,
Twp. 2 N, Rge. 3 W, B. M. in the County of Canyon

Description and location of place of use:

Twp.	Range	Sec.	NEW				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	
2 N	3 W	15									40	40	40	40					120

Total number of acres irrigated 120

* Subject to the condition that the maximum rate of diversion and volume per year
shall not exceed 0.02 cfs / 4.5 acre feet per acre when combined with License
No. 22446/63-2879.

A measuring device of a type approved by this Department shall be permanently
maintained as part of the diverting works.

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 12 day of
May, 19 75.

Director

TOTAL ACREAGE _____ 120 _____

Rge - 3W

T
2
N

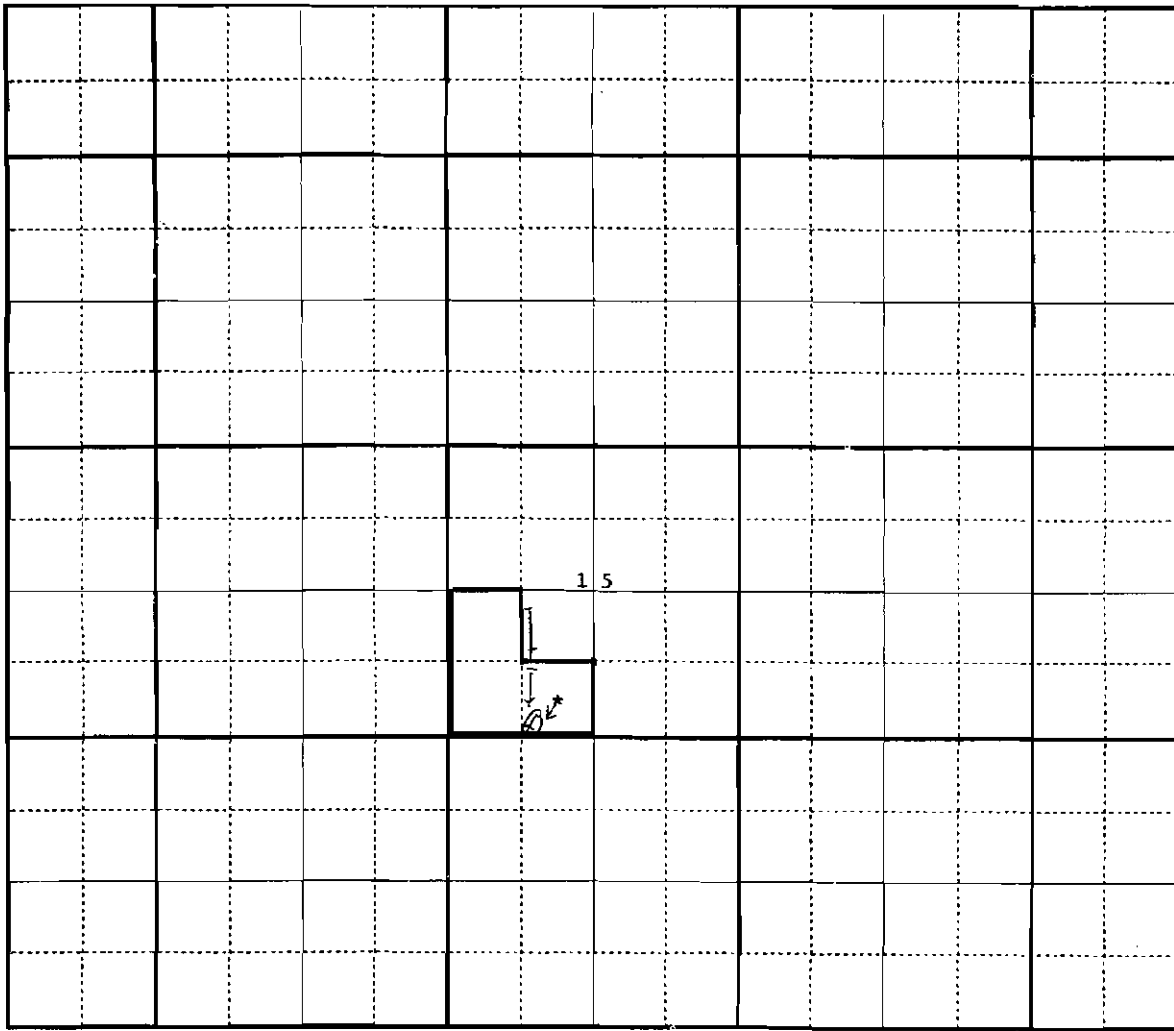


Diagram of System

DATE OF EXAM 6/26/1979

ACREAGE
Found 120
Recommended 120

Irrigation Requirement 4.5 Ac Ft/Ac

USE
Irrigation Q = 2.4 c.f.s. V = 540 AF/Ann. from 3/15 to 11/15
Domestic Q = _____ c.f.s. V = _____ AF/Ann. from _____ to _____
Livestock Q = _____ c.f.s. V = _____ AF/Ann. from _____ to _____

Is water co-mingled? yes _____ no ☒

Name source: _____
twp. _____ N/S, Rge. _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____
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 2.4 cfs Method of measurement inline flow meter

Total Q recommended 2.4 cfs Meter No. 743633 Type Rate-A-Flow Condition new

Total V recommended 540 A.F.

Recommended Amendments:

P.D. _____
Place of Use _____
Other _____
None None

MEASUREMENT CALCULATION:

$Q = 1100 \text{ GPM} \times 2.14 \text{ cfs}$
 $V = 120 \times 4.5 = 540 \text{ AF}$

SYSTEM DESCRIPTION:

400' well w/ 16" casing w/ 250 HP GE motor, Ser # 628624
w/ 10" mainline w/ 6 lateral sprinkler lines.

REMARKS:

Examiner's Signature [Signature] Date 6/26/79

Checked by _____ Date _____

Approved by _____ Date _____

Identification No. _____

Application No. 63-7825

1. RECEIVED FOR 1.40 SEC. FT.
LICENSE P.D. NO. _____

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION

APPLICATION FOR PERMIT

APPROVED

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

1. Name of applicant ROBERT W. RUSSELL
post office address Route 4, Nampa, Idaho PH: 466-8857
2. Source of water supply Groundwater which is a tributary of _____
3. a. Location of point of diversion is SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 15 Township 2 N.
Range 3 W. 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 _____ $\frac{1}{4}$
of _____ $\frac{1}{4}$ of Section _____ Township _____ Range _____ B.M. _____
4. Water will be used for the following purposes:
Amount 2.40 for Irrigation purpose from March 15 to Nov. 15 (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated:
a. 2.4 cubic feet per second and/or
b. _____ acre feet per annum.
6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. Well & sprinklers

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 16 inches; proposed depth of well is 400 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 \$ 20,000.00.
8. Description of proposed uses:
a. If water is **not** for irrigation:
(1) Give the place of use of water: _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$ of Section _____ Township _____
Range _____ B.M. _____
(2) Amount of power to be generated: _____ hp under _____ feet of head.
(3) List number of each kind of livestock to be watered _____

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

63 7825

60 7825

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

TWP.	RANGE	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	
2 N	3 W	15									40	40	40						120

Total number of acres to be irrigated 120

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

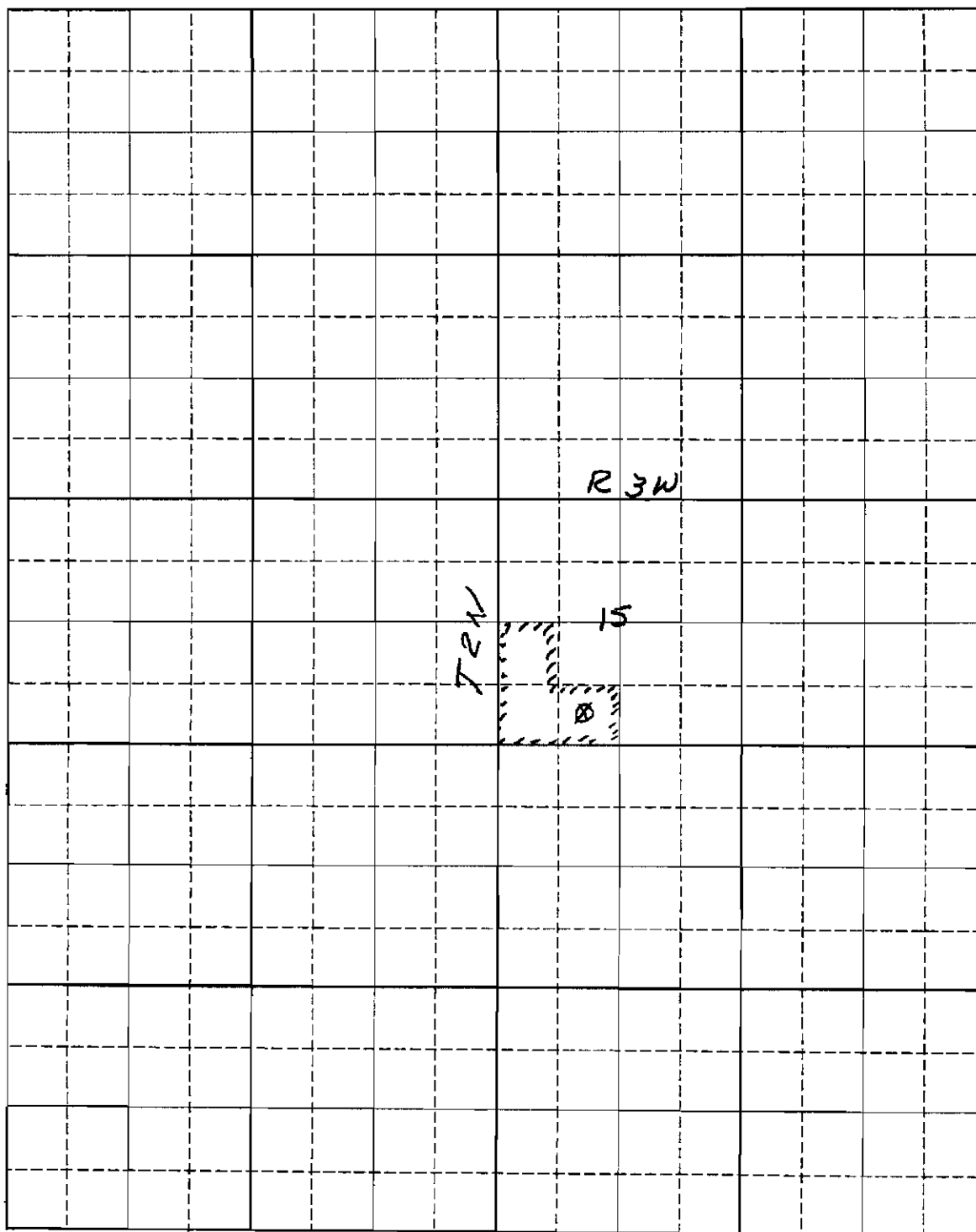
9. a. Who owns the property at the point of diversion Applicant

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

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

10. Remarks

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.

Robert W. Dyer
(Applicant)

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM POU REVIEW REPORT
ADJUDICATION CLAIM NUMBER: 63-7825A

02/21/2006

1

Right #	Type	Twp	Rge	Sec	QQ	Q	Lot	Purpose of Use	Acres/Total	Name
1599D	Claim	02N	03W	15	NE	SW		IRRIGATION	38/163	DANIEL M HUKILL
'825A	Claim	02N	03W	15	NE	SW		IRRIGATION	38/163	MARCINE L HUKILL
'825C	Claim	02N	03W	15	NE	SW		IRRIGATION	38/163	DANIEL M HUKILL
12076	Claim	02N	03W	15	NE	SW		IRRIGATION	38/163	MARCINE L HUKILL
1599D	Claim	02N	03W	15	NE	SW		INDUSTRIAL		DANIEL M HUKILL
1599D	Claim	02N	03W	15	SE	SW		IRRIGATION	40/163	DANIEL M HUKILL
'825A	Claim	02N	03W	15	SE	SW		IRRIGATION	40/163	MARCINE L HUKILL
'825C	Claim	02N	03W	15	SE	SW		IRRIGATION	40/163	DANIEL M HUKILL
12076	Claim	02N	03W	15	SE	SW		IRRIGATION	40/163	MARCINE L HUKILL
1599D	Claim	02N	03W	15	NE	SE		IRRIGATION	15/163	DANIEL M HUKILL
'825A	Claim	02N	03W	15	NE	SE		IRRIGATION	15/163	MARCINE L HUKILL
'825C	Claim	02N	03W	15	NE	SE		IRRIGATION	15/163	DANIEL M HUKILL
12075	Claim	02N	03W	15	NE	SE		IRRIGATION	20/120	ROBERT J MEYERS
12076	Claim	02N	03W	15	NE	SE		IRRIGATION	15/163	MARCINE L HUKILL
1599D	Claim	02N	03W	15	NE	SE		INDUSTRIAL		DANIEL M HUKILL
1599D	Claim	02N	03W	15	NW	SE		IRRIGATION	40/163	DANIEL M HUKILL
'825A	Claim	02N	03W	15	NW	SE		IRRIGATION	40/163	MARCINE L HUKILL
'825C	Claim	02N	03W	15	NW	SE		IRRIGATION	40/163	DANIEL M HUKILL
12076	Claim	02N	03W	15	NW	SE		IRRIGATION	40/163	MARCINE L HUKILL
1599D	Claim	02N	03W	15	NW	SE		INDUSTRIAL		DANIEL M HUKILL
1599D	Claim	02N	03W	15	SW	SE		IRRIGATION	30/163	DANIEL M HUKILL
'825A	Claim	02N	03W	15	SW	SE		IRRIGATION	30/163	MARCINE L HUKILL
'825C	Claim	02N	03W	15	SW	SE		IRRIGATION	30/163	DANIEL M HUKILL
12076	Claim	02N	03W	15	SW	SE		IRRIGATION	30/163	MARCINE L HUKILL
1599D	Claim	02N	03W	15	SW	SE		INDUSTRIAL		DANIEL M HUKILL