

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: A43-02317E

Date Received: 4/ 5/1989

Receipt No: X777777

Received By: *transfer/jpl*

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: THAYNE L BUCK 208-645-2288
Address: HC 66 BOX 27
DECLO ID 83323
AND/OR
Name: MARILYN W BUCK 208-645-2288
Address: HC 66 BOX 27
DECLO ID 83323

2. Date of Priority: AUG 14, 1948

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
12S	27E	1	SE	NE			CASSIA
	28E	6	NE	NE		1	CASSIA

5. Description of diverting works:
TWO WELLS & PUMPS IN PIVOT SPRINKLER SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.874		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
11S	28E	31	NE		SW		IRR	24.6
			NW		SW	3	IRR	39.2
			SW		SW	4	IRR	40.8
			SE		SW		IRR	22.4
Section Acres								127.0
12S	27E	1	NE		NE	1	IRR	32.9
			NW		NE	2	IRR	31.8
			SW		NE		IRR	40.0
			SE		NE		IRR	31.8
			NE		NW	3	IRR	32.1
			NW		NW	4	IRR	31.5
			SW		NW		IRR	30.4
			SE		NW		IRR	40.0
Section Acres								270.5
	28E	6	NE		NE	1	IRR	40.0
			NW		NE	2	IRR	40.0
			NE		NW	3	IRR	40.0
			NW		NW	4	IRR	40.0
Section Acres								160.0
Total Acres								557.5

11. Place of use in counties: CASSIA

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

13. Other Water Rights Used:

A43-02339E, -02423E, -02467E, -02510E, -04002E

14. Remarks:

TRANS. 3403.

P/U IDENTIFIES LANDS OF THIS RT. & 5 OTHER RTS. COMBINED UNDER TRANS. 3403.

 THIS IS A PORTION OF ORIGINAL RIGHT WHICH WAS SPLIT WHEN STOKER'S
 SOLD 317 AC IN SECTION 35 TO CHILD INVESTMENT. (SEE "B" PORTION)
 THE "A" PORTION WAS LATER SOLD TO HUNSAKER FAMILY PARTNERSHIP (C)
 WHO THEN SOLD 643 AC TO THAYNE BUCK (D). 1/27/97 jr
 *****AMENDED CLAIM*****
 PER APPROVED TRANSFER #5124, PART D WAS SPLIT INTO PARTS E AND F.
 (THE F PORTION MOVED .13 CFS AND 8.6 AC [IN A PPU OF 85.5 AC] TO

14. Remarks: Continued

SECTION 36 AND COMBINED THE 85.5 AC WITH 40.9 AC FROM A43-02320B
FOR A TOTAL OF 126.4 AC.) 3/16/00 jr

15. Basis of Claim: LICENSE

Water Right Number: 27675

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

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

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 20 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

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: **A43-02317D**
Date Received: 4/ 5/1989
Receipt No: X777777
Received By: _____

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: THAYNE L BUCK 208-645-2288
Address: HC 66 BOX 27
DECLO ID 83323
AND/OR
Name: MARILYN W BUCK 208-645-2288
Address: HC 66 BOX 27
DECLO ID 83323

2. Date of Priority: AUG 14, 1948

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
12S	27E	1	SE	NE			CASSIA
	28E	6	NE	NE	1		CASSIA

5. Description of diverting works:
TWO WELLS & PUMPS IN PIVOT SPRINKLER SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	1.004		

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

8. Total consumptive use is 1929.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
11S	28E	31	NE		SW		IRR	31.0
			NW		SW	3	IRR	51.0
			SW		SW	4	IRR	50.0
			SE		SW		IRR	31.0
Section Acres								163.0
12S	27E	1	NE		NE	1	IRR	40.0
			NW		NE	2	IRR	40.0
			SW		NE		IRR	40.0
			SE		NE		IRR	40.0
			NE		NW	3	IRR	40.0
			NW		NW	4	IRR	40.0
			SW		NW		IRR	40.0
			SE		NW		IRR	40.0
Section Acres								320.0
	28E	6	NE		NE	1	IRR	40.0
			NW		NE	2	IRR	40.0
			NE		NW	3	IRR	40.0
			NW		NW	4	IRR	40.0
Section Acres								160.0
Total Acres								643.0

11. Place of use in counties: CASSIA

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

13. Other Water Rights Used:

A43-02339D, -02423D, -02467D, -02510D, -04002D

14. Remarks:

TRANS. 3403.

P/U IDENTIFIES LANDS OF THIS RT. & 5 OTHER RTS. COMBINED UNDER TRANS. 3403.

THIS IS A PORTION OF ORIGINAL RIGHT WHICH WAS SPLIT WHEN STOKER'S
SOLD 317 AC IN SECTION 35 TO CHILD INVESTMENT. (SEE "B" PORTION)
THE "A" PORTION WAS LATER SOLD TO HUNSAKER FAMILY PARTNERSHIP (C)
WHO THEN SOLD 643 AC TO THAYNE BUCK (D). 1/27/97 jr

15. Basis of Claim: LICENSE

Water Right Number: 27675

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): Shayne Buck Date: Feb 3 1997

Date: _____

State of Idaho)
County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 3rd day
of February 19 97

Jeanie Robertson
Notary Public

Seal

Residing at Twin Falls, Id.
My Commission Expires 9-23-2000

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

Please print or type. Attach pages with additional information. Instructions are on the back of this page.

Incomplete forms will be returned.

1. Water Right Number(s) A43-023170 A43-023390 A43024230 A43-02467
Adjudication Claim Number(s) A43-025100 A43-040020

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

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

AND

B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s) STOKER - HUNSAFER

4. New Owner/Claimant(s) THAYNE L. BUCK

Name connector (Check one): ☐ AND, ☐ OR, ☐ AND/OR

New Mailing Address 2050 E 800 So Deco ID 83323

City, State and ZIP Code _____

New Telephone Number (208) 645-2288

5. Date you acquired the property 1992

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres actually irrigated _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes _____ Other uses _____
cubic feet per second

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner/Claimant(s) Thayne Buck Date Feb 3 1991
Date _____

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

8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

Hunsaker → Buck

CONTRACT AND SECURITY AGREEMENT FOR SALE
OF REAL ESTATE AND PERSONAL PROPERTY

THIS AGREEMENT, made and entered into this 26th day of June, 1992, by and between the HUNSAKER FAMILY LIMITED PARTNERSHIP, with principal place of business in the County of Cassia, State of Idaho, hereinafter referred to as the "Seller", and THAYNE L. BUCK and MARILYN W. BUCK, husband and wife, of Star Route Box 27, Declo, Idaho, 83323, herein called the "Purchasers".

RECITALS

1. The Seller has acquired approximately 1,280 acres of farmland from the DeLoss Stoker Family Interests, all located in Cassia County, Idaho, approximately 640 acres of which the Seller has agreed to sell to the Purchasers on an installment sales contract.

2. The Seller financed the acquisition of the Stoker ground through a loan from Metropolitan Life Insurance Company, which is secured by a 1st Real Estate Mortgage on the real estate designated for conveyance to the Purchasers hereunder.

3. Included in the sale from Seller to Purchasers is the irrigation system on the premises, and the sprinkler equipment, upon which the Metropolitan Life Insurance Company holds a first priority lien. The Seller is contracting to sell the real property hereinafter described, subject to the first Real Estate Mortgage in favor of Metropolitan Life Insurance Company, and subject to Metropolitan's lien on the sprinkler

1 system and equipment. The Metropolitan obligations shall be
2 paid by the Seller and are not assumed by Purchasers herein.

3 AGREEMENT

4 NOW, THEREFORE, in consideration of the stipulations
5 herein contained and the payments to be made as hereinafter
6 specified and the covenants and agreements to be kept, performed
7 and observed by the Purchasers, the Seller does hereby covenant
8 and agree to sell, transfer, and convey to the Purchasers, and
9 the Purchasers do hereby agree to purchase of and from the
10 Seller, the following described real estate and personal
11 property all situated in the State of Idaho, County of Cassia,
12 more particularly described as follows:

13 SEE EXHIBIT A FOR REAL PROPERTY DESCRIPTION
14 AND LIST OF IRRIGATION EQUIPMENT WHICH IS
15 ATTACHED HERETO, AND INCORPORATED HEREIN BY
16 REFERENCE AS "EXHIBIT A".

17 THE REAL PROPERTY INCLUDES ALL WATER RIGHTS
18 APPURTENANT TO THE REAL ESTATE AS DESCRIBED IN
19 EXHIBIT A.

20 TERMS AND CONDITIONS

21 1. PURCHASE PRICE: The purchase price for the sale
22 and conveyance of the real estate and personal property, above
23 described, is the sum of FOUR HUNDRED SIXTEEN THOUSAND DOLLARS
24 (\$416,000.00), lawful money of the United States of America,
25 which shall be paid as follows:

26 (a) \$30,000.00 lawful money of the United
States of America on execution of this
Contract.

(b) The principal balance, after down
payment, in the amount of \$386,000.00, shall
be reduced by a payment, amounting to 5% of

1 the principal contract balance annually;
2 interest on the principal contract balance
3 shall be paid on the first day of December of
4 each year as hereinafter provided.

5 (c) The first interest payment on the
6 principal contract balance shall be paid on
7 the first day of December 1992; with the
8 interest calculated from the closing date of
9 this Agreement, at the rate of ten percent
10 (10%) per annum, and a like payment of
11 interest shall be made on the first day of
12 December of each succeeding year thereafter
13 until the first day of June, 2012, at which
14 time any remaining interest shall be paid in
15 full.

16 (d) The first principal payment shall be made
17 on the first day of June, 1993, in the
18 principal sum of \$19,300.00, with a like sum
19 on the first day of June of each succeeding
20 year thereafter until the first day of June,
21 2012, at which time any remaining principal
22 shall be paid in full.

23 (e) Annual principal payments, as received by
24 the escrow holder hereinafter named, shall be
25 applied, by such escrow holder, to Seller's
26 annual installment payments which are payable
to Metropolitan Life under that Loan
Agreement, as designated herein.

(f) The principal contract balance shall bear
interest at the rate of TEN PERCENT (10%) per
annum for the first five years of the
contract term. The interest rate shall be
subject to adjustment on July 1, 1997, July 1,
2002, and July 1, 2007. The interest rate
shall be adjusted on the above designated
dates to coincide with any increase or
reduction on interest required by
Metropolitan Life Insurance Company under its
Loan Agreement with the Seller dated the 15th
day of June, 1992. The interest on
this Contract shall remain at all times 1 1/4%
above the rate Seller must pay to Metropolitan
Life under its Loan Agreement above
designated.

(g) Prepayment of the contract balance, in
part or in full, may be made on interest
adjustment dates only, i.e., July 1, 1997,

July 1, 2002, and July 1, 2007. Any prepayment shall be applied to the principal last to become due. Partial prepayment shall not excuse the annual payments as scheduled herein.

(h) In the event the Purchasers make prepayment on the contract balance, as authorized in sub-paragraph (g) above, the Seller shall apply such prepayment to any outstanding obligation owed by Seller to Metropolitan Life under the above designated loan to Seller.

2. DEFERRED PAYMENTS: It is understood and agreed that if the payments herein specified and required to be made by the Purchasers to the Seller are not made at the time designated therefore, or if the Purchasers otherwise default under the terms and provisions of these presents, and such default of payment or other default continues for a period of sixty (60) days after the Seller has mailed written notice thereof by certified mail to the Purchasers at their last known address, postage prepaid, and a copy thereof sent to the Escrow Holder herein named as hereinafter provided, then the entire balance of the purchase price payable to the Seller by the Purchaser together with accrued interest shall at the option of the Seller, become immediately due and payable.

3. TAXES AND ASSESSMENTS: The Purchasers in consideration of the premises, agree that they will pay all taxes and assessments against the real property for the year 1992, and all taxes and assessments thereafter levied against the said property, and all liens and charges which may be lawfully imposed upon said premises, and properties, including all assessments, promptly before the same or any part thereof

1 becomes past due.

2 The Seller certifies that taxes and assessments against
3 the property for the year 1991 have been paid in full and Seller
4 further certifies that all taxes and assessments heretofore
5 levied on the premises and property have been paid in full.

6 4. CONVEYANCE: Seller covenants and agrees that upon
7 execution and delivery of this Agreement, it will simultaneously
8 execute and deliver to the escrow, hereinafter named, a good and
9 sufficient Warranty Deed conveying the above described real
10 estate to the Purchaser free and clear of all encumbrances.
11 Seller further covenants and agrees that it will execute and
12 deliver into escrow a good and sufficient Bill of Sale to the
13 irrigation equipment located on the premises, and sold
14 hereunder, and as set out on Exhibit A.

15 5. SECURITY FOR PAYMENT OF PURCHASE PRICE:

16 (a) Real Estate. The Purchaser shall, simultaneously
17 with the execution of this Agreement, execute and deliver into
18 escrow, a Real Estate Mortgage, securing the payments and
19 performance required of the Purchasers under this Agreement; the
20 Mortgage shall be on the following described real estate, to-
21 wit:

22 TOWNSHIP 12 SOUTH, RANGE 26 EAST OF THE BOISE
23 MERIDIAN, CASSIA COUNTY, IDAHO:

24 Section 1: Lots 1, 2, 3 and 4

25 Section 1: S $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$

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

Section 2: S $\frac{1}{2}$ NE $\frac{1}{4}$

1 Section 2: Lots 1 and 2

2 Together with all tenements, hereditaments and
3 appurtenances thereunto belonging or any wise
4 appertaining, and all water and water rights
5 appurtenant thereto.

6 It is understood that the foregoing Mortgage is a second
7 Mortgage to Federal Land Bank of Spokane, now known as Farm
8 Credit Services.

9 It is understood and agreed that the Seller shall
10 release and satisfy the above-designated Mortgage following the
11 payment by the Purchasers of the annual installment payment due
12 on December 1, 1997, CONDITIONED UPON all payments having been
13 made to Seller under the terms of this Contract, as the same
14 fell due, and further that this Contract is not otherwise in
15 default. In the event any default has occurred in the payments
16 required of the Purchasers herein, then in that event, the
17 Mortgage shall be continued for another five year term, i.e.,
18 until December 1, 2002, or as the Seller may elect.

19 The Seller shall execute a Satisfaction of the above
20 designated Mortgage and deliver the same to the escrow holder
21 with instructions to record the Satisfaction, after the annual
22 payment is received on December 1, 1997, barring default, as
23 hereinabove provided.

24 (b) Personal Property. The irrigation equipment,
25 pumps and panels, shall be secured by Purchasers' execution and
26 delivery of appropriate financing statements and perfection of
27 the lienholder's interest in the Seller.

 No equipment, securing the purchase price, may be

1 removed from the premises, or replaced, without the prior
2 written approval of the Seller. Restrictions on the equipment
3 replacement is necessary to assure compliance with the
4 Metropolitan Life Insurance Company agreement to which this
5 Contract is subject. The Metropolitan Agreement limits third
6 party purchase money interests as to number of units and dollar
7 amount.

8 The foregoing provisions, relating to replacement of
9 personal property, relate only to the properties being
10 purchased under this Agreement; they specifically do not
11 include personal properties located on the mortgaged real estate
12 given as security for the purchase price in paragraph (a) above.

13 6. MAINLINE IMPROVEMENT: Purchasers covenant and
14 agree that in consideration for the low down payment required of
15 them under the terms of this Agreement, that they will, in the
16 first year of this Contract, make improvements to the buried
17 mainline on the above-described premises, at Purchaser's
18 expense, in the amount of at least \$10,000.00, which such
19 improvements shall inure to the land.

20 7. ESCROW: It is mutually understood and agreed that
21 an escrow will be opened at Land Title & Escrow, Inc., in
22 Burley, Idaho, at the time that the parties execute this
23 Agreement. There shall be deposited, into said escrow, a
24 Warranty Deed from the Seller to the Purchaser, together with a
25 Bill of Sale to the personal property set out on Exhibit A
26 attached hereto. There shall also be deposited into the escrow

1 a policy of Title Insurance naming the Purchasers as the insured
2 thereon in the amount of \$416,000.00.

3 The Purchasers shall deposit with the escrow, for
4 recording, the Real Estate Mortgage, as identified in paragraph
5 5 of this Contract, which Mortgage shall be recorded by the
6 Escrow Holder for Purchasers' security. The Seller shall
7 deliver to the escrow, upon execution of this Contract, a fully
8 executed Satisfaction of the Mortgage, given as security herein,
9 which shall be completed, and held by the Escrow Holder for
10 delivery under the terms of this Agreement.

11 ~~The Purchasers shall also deposit with the Escrow an~~
12 ~~executed Quitclaim Deed, to the premises sold hereunder, for~~
13 ~~delivery to Seller and recording in the event of the~~
14 ~~Purchasers' default and forfeiture under the terms of this~~
15 ~~Agreement.~~

JLB
MB
JA

16 A copy of this Agreement, together with other relevant
17 documents pertaining to the transfer shall also be deposited
18 with the escrow. The Escrow Holder shall be authorized and
19 instructed to accept and receive, for the benefit of the Seller,
20 the payments required to be made upon the purchase price. The
21 Escrow Holder shall deliver the Warranty Deed together with the
22 title insurance, Bill of Sale and other relevant documents to
23 the Purchasers immediately following the receipt by Escrow
24 Holder of the final payment on this Contract.

25 The Satisfaction of the Real Estate Mortgage may be
26 delivered to the Purchasers after the 5th annual principal

1 payment has been received, if this Contract is not otherwise in
2 default.

3 8. POSSESSION: It is understood and agreed that the
4 Purchaser shall have possession of the real estate, and the
5 equipment sold hereunder, upon execution of this Agreement, and
6 shall be entitled to remain in possession so long as the
7 Purchasers are in compliance with this Agreement.

8 9. TITLE ~~INSURANCE~~: ~~The Seller, upon execution of~~
9 ~~this Agreement, shall place in effect a policy of title~~
10 ~~insurance on the real estate, as set out on Exhibit A attached~~
11 ~~hereto, showing the Purchasers as the named insured.~~ The title
12 shall be free and clear of all liens and encumbrances which
13 would adversely affect the marketable title to such real estate.
14 In the last regard, it is understood that the last payment on
15 Seller's obligation to Metropolitan Life Insurance Company is
16 coordinated with the last payment required under this Contract.

17 10. FORFEITURE AND TERMINATION: It is expressly
18 understood and agreed that time is of the essence of this
19 Contract, and in the event that the Purchasers should fail,
20 refuse, or neglect to pay the purchase price, together with
21 interest thereon as herein specified, or to keep, observe, and
22 perform all of the terms and conditions of this Contract, to be
23 by them kept, performed, and observed, and if at any time such
24 default, as aforesaid, shall continue for a period of sixty
25 (60) days after the Seller has mailed written notice thereof to
26 the Purchasers at their last known address, postage prepaid,

1 certified, with a copy of such notice also being given to the
2 Escrow Holder, herein designated, the Seller may, at its option,
3 without any further notice, declare this Contract and all of the
4 rights of the Purchasers herein and hereunder forfeited and
5 terminated; whereupon all of the rights of the Purchasers to
6 remain in possession of said premises and improvements shall
7 immediately terminate, and the Seller shall be released of all
8 obligations, both in law and in equity, to convey the property
9 herein described, and the Purchasers, upon demand by the Seller,
10 shall surrender possession of said property to the Seller; the
11 Escrow Holder shall, upon Seller's demand, deliver all documents
12 held by it to Seller, and all rights of the Purchasers under
13 this Contract and to the property, shall forthwith cease and
14 terminate, and all payments made hereunder by the Purchasers and
15 the benefit of all expenditures incurred by the Purchasers, and
16 all improvements made upon the premises, shall be retained by
17 the Seller at its option, as recompense for the use of said
18 properties and as liquidated damages.

19 IT IS UNDERSTOOD that the above and foregoing remedies
20 shall be considered as optional and cumulative remedies, and not
21 as a waiver of any other right or remedy that the Seller would
22 otherwise have at law or in equity to enforce the performance of
23 this Contract, or to recover damages for the breach thereof.

24 . 11. FORECLOSURE AS A MORTGAGE: In lieu of declaring a
25 termination of this Contract upon breach by the Purchasers and
26 as an alternate remedy, the Seller shall have the right, upon

1 such breach or breaches, and after sixty (60) days written
2 notice specifying the breach or breaches which remain
3 uncorrected, to declare the unpaid portion of the purchase
4 price, together with interest then due as immediately payable
5 and to foreclose this Contract as a mortgage upon real estate
6 and improvements securing the payment thereof.

7 12. UNIFORM COMMERCIAL CODE: It is understood and
8 agreed between the parties hereto that the Seller, as the
9 secured party, shall have all the rights and prerogatives of a
10 secured party under the Uniform Commercial Code of the State of
11 Idaho, respecting the personal property listed on Exhibit A
12 attached hereto, and the Purchasers shall have, as the Debtors,
13 the protection afforded thereunder, but subject to the
14 provisions and conditions set out herein between the parties.

15 The Purchasers agree that they will execute and deliver
16 to the Seller appropriate financing statements securing the
17 contract payments with the irrigation equipment and other
18 personal property set out on Exhibit A, for appropriate filing
19 and protection of the Seller's interest.

20 13. TIME IS OF THE ESSENCE: Time is of the essence of
21 this Agreement in all particulars.

22 14. ASSIGNMENT: Purchasers agree not to assign,
23 transfer, convey, or in any other manner, dispose of Purchasers'
24 interest in the Contract, the real estate or irrigation
25 equipment without the prior written consent of the Seller, which
26 consent may not be unreasonably withheld.

EXHIBIT A

PARCEL NO. 1:

TOWNSHIP 12 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN
CASSIA COUNTY, IDAHO

Section 1: N½, EXCEPT the following described tract:

Beginning at the Northwest corner and running
thence East 250 feet;
Thence South 174 feet;
Thence West 250 feet;
Thence North 174 feet to the Point of
Beginning.

PARCEL NO. 2:

TOWNSHIP 12 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 6: Lots 1, 2, 3 and 4

PARCEL NO. 3:

TOWNSHIP 11 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 31: SW¼

PARCEL NO. 4:

A 30 foot wide Pipeline Easement located in the SE¼ of
said Section 31 of Township 11 South, Range 28 East of
the Boise Meridian, Cassia County, State of Idaho, more
particularly described as follows:

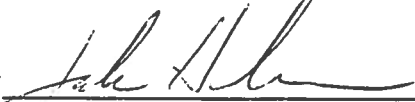
Beginning at the Southeast corner of said
Section 31, said corner marked by a U.S.
General Land Office pipe with brass cap;
thence North 88°41'16" West along section line
for 36.14 feet to the Point of Beginning;
Thence North 88°41'16" West along section line
for 30.00 feet to a point;
Thence North 1°18'44" East for 46.48 feet to a
point;
Thence North 44°29'16" West for 1841.47 feet
to a point;
Thence North 88°31'26" West for 1211.50 feet
to a point on the West line of the SE¼;
Thence North 0°18'45" East along the West line

1 clients having opposing interests, a conflict of interest may
2 arise and it may then be desirable for each of the parties to
3 have an independent counsel. It has been explained that the
4 firm of Parsons, Smith, Stone & Fletcher represents the Hunsaker
5 Family Limited Partnership, in this matter, and therefore cannot
6 represent the interests of the Purchasers. The firm of Parsons,
7 Smith, Stone & Fletcher have informed the Purchasers that they
8 must have separate counsel, and that they have the privilege of
9 consulting independent counsel in any phase of this transaction.

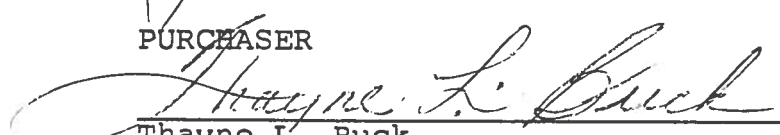
10 IN WITNESS WHEREOF, the parties have executed this
11 Agreement the day and year first above written.

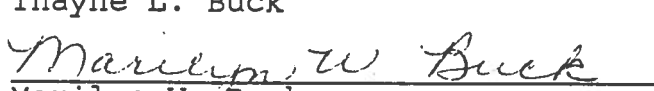
12 SELLER

13 HUNSAKER FAMILY LIMITED PARTNERSHIP

14 By 
15 _____

16 PURCHASER

17 
18 Thayne L. Buck

19 
20 Marilyn W. Buck
21
22
23
24
25
26

1 15. HEIRS AND SUCCESSORS: It is expressly understood
2 and agreed that this Contract shall apply to and bind the heirs,
3 personal representatives, successors and assigns of the parties.

4 16. HEADINGS: The paragraph headings of this Contract
5 are organizational, and are not intended to limit or expand the
6 context of the respective paragraphs.

7 17. ATTORNEYS FEES: The prevailing party, in any suit
8 or action arising under this Contract for the enforcement or
9 interpretation thereof, shall be entitled, in addition to all
10 costs and damages that might be awarded, to such further sums as
11 may be determined as a reasonable attorney fee for the
12 prosecution of, or defense of any such action.

13 18. NOTICE PROVISION: Notice and demand by either of
14 the parties shall be given by registered or certified mail, with
15 prepaid postage addressed to the Seller or the Purchasers at
16 their last known address as follows:

17 HUNSAKER FAMILY LIMITED PARTNERSHIP
18 c/o Jack Hunsaker
19 Star Route Box 34B
20 Declo, Idaho 83332

21 Thayne L. and Marilyn W. Buck
22 Star Route Box 27
23 Declo, Idaho 83323

24 19. REPRESENTATION OF ATTORNEYS: Both Seller and
25 Purchasers acknowledge that they have been advised by the firm
26 of Parsons, Smith, Stone & Fletcher, attorneys at law,
concerning the possibility of conflicts of interest arising when
one lawyer represents both sides of a sales transaction; that a
lawyer can only represent one party and if he represents two

of the SE¼ for 30.00 feet to a point;
Thence South 88°31'26" East for 1224.24 feet
to a point;
Thence South 44°29'16" East for 1866.27 feet
to a point;
Thence South 1°18'44" West for 59.16 feet to
the Point of Beginning.

EQUIPMENT LIST

Section 31: 10 tower Lockwood pivot - no
model # and no serial #.

Section 1: 2 Zimmatic pivots, both 7 tower,
both Model #307, serial numbers 1905 and
2006.

8 lines of aluminum 3 inch hand lines.

Pump - 500 horsepower G.E. pump, serial
#GKJ724019, mounted on a Layne-Bowler turbine
pump - no serial #.

Pump - 150 horsepower U.S., serial #1306008,
mounted on a Layne-Bowler pump head - no
serial #.

219696

WARRANTY DEED

For Value Received

LaVEL D. STOKER and WENDY W. STOKER, husband and wife, and
BRENT J. STOKER and MARLA S. STOKER, husband and wife

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto
HUNSAKER FAMILY PARTNERSHIP, a limited partnership

Address: Route #1, 205 Terrace Drive
Burley, Idaho 83318

Hereinafter called the Grantee, the following described premises situated in Cassia County, Idaho,
to-wit:

See attached Exhibit "A" for legal description

TOGETHER WITH all water and water rights, ditches and ditch
rights used thereon or appurtenant thereto.

SUBJECT TO:

All reservations in Patents or Deeds in the chain of title.

See attached Exhibit "B" for exceptions

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

Dated: June 25, 1992

Lavel D. Stoker
Lavel D. Stoker

Brent J. Stoker
Brent J. Stoker

Wendy W. Stoker
Wendy W. Stoker

Marla S. Stoker
Marla S. Stoker

STATE OF IDAHO, COUNTY OF Cassia

On this 25th day of June, 1992,
before me, a notary public in and for said State, personally appeared Lavel D. Stoker,
Wendy W. Stoker, Brent J. Stoker
and Marla S. Stoker

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

Larry Roberts
Notary

LARRY ROBERTS
NOTARY PUBLIC
STATE OF IDAHO

Residing at
Commission expires 6-30-97

Residing at Burley Idaho

PARCEL NO. 1:

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 36: ALL

PARCEL NO. 2:

TOWNSHIP 11 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 31: Part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 31, more particularly described as follows:

Beginning at the Northwest corner of said Section 31, said corner marked by a U.S. General Land Office Pipe with brass cap; thence South 0°06'00" West along section line for 1919.63 feet to the POINT OF BEGINNING;
Thence South 89°54'00" East for 108.07 feet to a point;
Thence South 0°06'00" West for 100.00 feet to a point;
Thence North 89°54'00" West for 108.07 feet to a point on section line;
Thence North 0°06'00" East along section line for 100.00 feet to the POINT OF BEGINNING.

PARCEL NO. 3:

TOWNSHIP 12 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 1: N $\frac{1}{2}$, EXCEPT the following described tract:

Beginning at the Northwest corner and running thence East 250 feet;
Thence South 174 feet;
Thence West 250 feet;
Thence North 174 feet to the POINT OF BEGINNING.

PARCEL NO. 4:

TOWNSHIP 12 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 6: Lots 1, 2, 3 and 4

PARCEL NO. 5:

TOWNSHIP 11 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 31: SW $\frac{1}{4}$

PARCEL NO. 6:

A 30 foot wide Pipeline Easement located in the SE $\frac{1}{4}$ of said Section 31 of Township 11 South, Range 28 East of the Boise Meridian, Cassia County, State of Idaho, more particularly described as follows:

Beginning at the Southeast corner of said Section 31, said corner marked by a U.S. General Land Office pipe with brass cap; thence North 88°41'16" West along section line for 36.14 feet to the POINT OF BEGINNING;
Thence North 88°41'16" West along section line for 30.00 feet to a point;
Thence North 1°18'44" East for 46.48 feet to a point;
Thence North 44°29'16" West for 1841.47 feet to a point;
Thence North 88°31'26" West for 1211.50 feet to a point on the West line of the SE $\frac{1}{4}$;
Thence North 0°18'45" East along the West line of the SE $\frac{1}{4}$ for 30.00 feet to a point;
Thence South 88°31'26" East for 1224.24 feet to a point;
Thence South 44°29'16" East for 1866.27 feet to a point;
Thence South 1°18'44" West for 59.16 feet to the POINT OF BEGINNING.

EXHIBIT "B"

Taxes for 1992 and subsequent years, a lien, but not yet due or payable.

Reserving unto Ben B. Johnson and wife, Dorothy A. Johnson, one-half of all oil, gas and mineral rights in the NW $\frac{1}{4}$ of Section 1, Township 12 South, Range 27 East, Boise Meridian, as reserved in Warranty Deed dated October 29, 1952 and recorded March 23, 1954 as Instrument No. 181844 in Book 58 of Deeds, Page 398, records of Cassia County, Idaho.

Agreement For Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller, and Roper Investment Co., as Consumer, dated December 5, 1955 and recorded March 14, 1956 as Instrument No. 189241 in Book 9 of Bills of Sales and Agreements on Page 398, records of Cassia County, Idaho, covering the SE $\frac{1}{4}$ of Section 36, Township 11 South, Range 27 East, Boise Meridian.

Agreement For Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller, and Roper Investment Company, as Consumer, dated April 27, 1956 and recorded September 12, 1958 as Instrument No. 198540 in Book 10 of Bills of Sales and Agreements, records of Cassia County, Idaho, covering the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 36, Township 11 South, Range 27 East of the Boise Meridian.

Permit to Use Right-of-Way from Raft River Highway District to Intermountain Gas Company, an Idaho corporation, dated May 6, 1963 and recorded December 11, 1963 as Instrument No. 15984 on Film No. 24, records of Cassia County, Idaho.

Easement from Roper Investment Company, an Idaho corporation, an William Roper and Tressa Roper, husband and wife, to Raft River Highway District, a quasi municipal corporation, dated September 3, 1959 and recorded June 19, 1964 as Instrument No. 19179 on Film No. 28, records of Cassia County, Idaho, over and across the West 25 feet of Section 36 in Township 11 South, Range 27 East of the Boise Meridian.

Agreement For Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller, and Walter J. Toevs, as Consumer, dated April 13, 1964 and recorded December 23, 1965 as Instrument No. 27483 on Film No. 38, records of Cassia County, Idaho.

Agreement For Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller, and A.J.S. Farms - Anderson, Jones Stimpson, as Consumer, dated March 12, 1973 and recorded June 11, 1973 as Instrument No. 70654 on Film No. 82, records of Cassia County, Idaho, over and across the NW $\frac{1}{4}$ of Section 36, Township 11 South, Range 27 East, Boise Meridian.

Agreement For Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller, and A.J.S. Farms - Anderson, Jones Stimpson, as Consumer, dated March 12, 1973 and recorded June 11, 1973 as Instrument No. 70655 on Film No. 82, records of Cassia County, Idaho, covering the SE $\frac{1}{4}$ of Section 36, Township 11 South Range 27 East, Boise Meridian.

Agreement For Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller, and A.J.S. Farms - Anderson, Jones Stimpson, as Consumer, dated March 12, 1973 and recorded June 11, 1973 as Instrument No. 70656 on Film No. 82, records of Cassia County, Idaho, covering the NE $\frac{1}{4}$ of Section 36, Township 11 South Range 27 East, Boise Meridian.

-Continued-

Agreement For Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller, and A.J.S. Farms - Anderson, Jones, Stimpson, as Consumer, dated March 12, 1973 and recorded June 11, 1973 as Instrument No. 70657 on Film No. 82, records of Cassia County, Idaho, over and across the SW $\frac{1}{4}$ of Section 36, Township 11 South, Range 27 East, Boise Meridian.

Agreement For Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller, and A.J.S. Farms - Anderson, Jones, Stimpson, as Consumer, dated March 12, 1973 and recorded June 11, 1973 as Instrument No. 70658 on Film No. 82, records of Cassia County, Idaho, covering the NE $\frac{1}{4}$ of Section 1, Township 12 South, Range 27 East, Boise Meridian.

Agreement For Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller, and A.J.S. Farms - Anderson, Jones, Stimpson, as Consumer, dated March 12, 1973 and recorded June 11, 1973 as Instrument No. 70659 on Film No. 82, records of Cassia County, Idaho, covering the NW $\frac{1}{4}$ of Section 1, Township 12 South, Range 27 East, Boise Meridian.

Exception contained in Warranty Deed from Adelle Toevs Brim, a married woman, as her sole and separate property, to Deloss C. Stoker and Delores B. Stoker, husband and wife, dated February 1, 1974 and recorded March 17, 1978 as Instrument No. 105877 on Film No. 115, records of Cassia County, Idaho, which reads as follows: "EXCEPTION: Reserving to the Grantor one-half of all gas, oil, mineral and geothermal rights."

Electric Line - Right-of-Way Easement from Golden View - Deloss Stoker to Raft River Rural Electric Cooperative, Inc., a cooperative corporation, dated July 9, 1982 and recorded July 16, 1982 as Instrument No. 144930, records of Cassia County, Idaho.

Electric Line - Right-of-Way Easement from Brent Harmon, to Raft River Rural Electric Cooperative, Inc., a cooperative corporation, dated July 9, 1982 and recorded July 16, 1982 as Instrument No. 144932, records of Cassia County, Idaho.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., the Seller, and Golden View - Deloss Stoker, as Consumer, dated April 29, 1986 and recorded June 13, 1986 as Instrument No. 179080 on Film No. 181, records of Cassia County, Idaho, covering the NE $\frac{1}{4}$ of Section 1, Township 12 South, Range 27 East of the Boise Meridian.

RECORDED AT THE REQUEST OF
LAND TITLE & RECORDS
FBI 236 236
236
CASSIA COUNTY, IDAHO
J. HEARNS
RECORDER
-1200 DEPUTY LM
LAND TITLE & RECORDS
219690

219017

WARRANTY DEED

THIS INDENTURE is made this 26th day of December, 1991, between DELOSS C. STOKER, also known as DELOSS STOKER, and DELORES B. STOKER, also known as DELORES STOKER, ("Grantors"), and LAVEL D. STOKER and WENDY STOKER, husband and wife, whose address is Route #3 Box 3294, Burley, Idaho 83318, ("Grantees").

W I T N E S S E T H:

That the Grantors for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, and other good and valuable consideration, to the Grantors in hand paid by the Grantees, the receipt whereof is hereby acknowledged, has granted, bargained, and sold and by these presents does grant, bargain and sell, convey and confirm unto the Grantees, and to the heirs and assigns of Grantees forever, all of the following described real estate situated in the County of Cassia, State of Idaho, to-wit:

SEE EXHIBIT A ATTACHED HERETO.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to said property as well in law as in equity of the Grantors.

PARSONS, SMITH, STONE & FLETCHER
LAWYERS
BURLEY, IDAHO

1
2
3 TO HAVE AND TO HOLD, all and singular the above-mentioned
4 and described premises, together with appurtenances unto the
5 Grantees and to the heirs and assigns of Grantees forever.

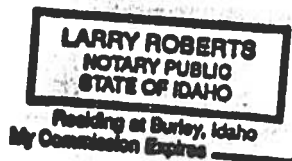
6 The Grantors shall and will warrant and by these presents
7 will forever defend the said premises in the quiet and peaceable
8 possession of the Grantees, and the heirs and assigns of Grantees
9 against all and every person and persons whomsoever lawfully
10 claiming the same, except as aforesaid.

11
12 
Deloss C. Stoker

13
14 
Delores B. Stoker

15
16 STATE OF IDAHO)
17 County of Cassia) ss

18 On this 14th day of May, in the year 1992, before me,
19 the undersigned, a Notary Public in and for said State,
20 personally appeared DELOSS C. STOKER and DELORES B. STOKER,
21 known or identified to me to be the persons whose names are
22 subscribed to the within instrument, and acknowledged to me that
23 they executed the same.




Notary Public for Idaho
Residing at Burley
My commission expires on 6.30.97.

PARCEL NO. 1:

TOWNSHIP 11 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 16: That portion of the E $\frac{1}{2}$ SE $\frac{1}{2}$ and the SE $\frac{1}{2}$ NE $\frac{1}{2}$ lying East of the centerline of the Third Lift or Government "J" Canal, SAVE AND EXCEPT that parcel of land located in the SE $\frac{1}{2}$ NE $\frac{1}{2}$, described as follows:

Beginning at a point that is South 0°49' East 1533.98 feet from the Northeast corner of said Section 16;

Thence South 0°49' East 575.58 feet;

Thence South 89°11' West 388.23 feet to the centerline of the High Line Canal;

Thence North 33°11' East 694.26 feet along the centerline of said High Line Canal to the Point of Beginning.

SUBJECT TO a Well Easement located in the SE $\frac{1}{2}$ SE $\frac{1}{2}$ of said Section 16, more particularly described as follows:

Beginning at the Southeast corner of said Section 16, said corner marked by a 3 inch Cassia County survey cap which shall be the Point of Beginning;

Thence South 89°46'05" West along section line for 95.46 feet to a point;

Thence North 0°45'55" West for 76.07 feet to a point;

Thence North 89°46'05" East for 95.46 feet to a point on section line;

Thence South 0°45'55" East along section line for 76.07 feet to the Point of Beginning.

PARCEL NO. 2:

TOWNSHIP 11 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 21: That part of the NE $\frac{1}{2}$ lying East of the "J" Canal EXCEPTING THEREFROM the following described parcel:

Beginning at the Northeast corner of said Section 21, said corner marked by a 3 inch Cassia County survey cap which shall be the Point of Beginning;

Thence South 0°32'00" East along section line for 343.59 feet to a $\frac{1}{2}$ inch rebar;
Thence South 87°46'07" West for 485.25 feet to a $\frac{1}{2}$ inch rebar;
Thence North 1°27'55" East for 360.66 feet to a P.K. Nail on section line;
Thence North 89°46'05" East along section line for 472.47 feet to the Point of Beginning.

ALSO EXCEPTING the following described parcel:

Beginning at the Northwest corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 21; thence North 89°42' East along section line for 545.72 feet to a point which point shall be the True Point of Beginning;
Thence South 14°37'46" West for 153.46 feet to a point;
Thence South 6°21'57" West for 606.80 feet to a point;
Thence South 86°16'03" East for 147.87 feet to a point;
Thence North 29°46'12" East for 150.80 feet to a point;
Thence North 25°10'55" East for 328.68 feet to a point;
Thence North 66°20'01" West for 179.47 feet to a point;
Thence North 0°39'42" East for 261.36 feet to a point on the section line;
Thence South 89°42' West along said section line for 88.80 feet to the True Point of Beginning.

SUBJECT TO a Well Easement located in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 21, more particularly described as follows:

Beginning at the East quarter section corner of said Section 21, said corner marked by a U.S. General Land Office Pipe with brass cap which shall be the Point of Beginning;
Thence South 89°43'10" West along the quarter section line for 100.24 feet to a point;
Thence North 0°32'00" West for 86.66 feet to a point;
Thence North 89°43'10" East for 100.24 feet to a point on the East line of Section 21;
Thence South 0°32'00" East along the section line for 86.66 feet to the Point of Beginning.

SUBJECT TO a Water Line and Road Easement located in the NE $\frac{1}{4}$ of

said Section 21, more particularly described as follows:

Beginning at the East quarter section corner of said Section 21, said corner marked by a U.S. General Land Office Pipe with brass

cap; Thence North 0°32'00" West along section line for 86.66 feet to the Point of Beginning;

Thence South 89°43'10" West for 20.83 feet to a point;

Thence North 0°35'08" West for 2253.43 feet to a point;

Thence North 87°46'09" East for 22.90 feet to a $\frac{1}{2}$ inch rebar on section line;

Thence South 0°32'00" East along section line for 2254.20 feet to the Point of Beginning.

SUBJECT TO a Water Line Easement located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 21, more particularly described as follows:

Beginning at the Northeast corner of said Section 21, said corner marked by a 3 inch Cassia County survey cap; Thence South 0°32'00" East along section line for 269.03 feet to a point;

Thence South 89°20'01" West for 481.97 feet to the Point of Beginning;

Thence South 1°27'55" West for 30.02 feet to a point;

Thence South 88°58'55" West for 1380.13 feet to a point;

Thence North 66°17'03" West (N 66°20'01" E rec.) for 71.68 feet to a point;

Thence North 88°58'55" East for 1446.54 feet to the Point of Beginning.

PARCEL NO. 3:

TOWNSHIP 11 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 22: NW $\frac{1}{4}$, EXCEPTING THEREFROM the following described Tracts:

TRACT NO. 1

Beginning at the Northwest corner of said Section 22, said corner marked by a 3 inch Cassia County survey cap which shall be the Point of Beginning;

Thence North 89°48'45" East along section line for 113.97 feet to a point;

Thence South 0°11'15" East for 69.21 feet to a point;

Thence North 89°48'45" East for 40.00 feet to a point;

Thence North 0°11'15" West for 69.21 feet to a point on section line;
Thence North 89°48'45" East along section line for 406.36 feet to a P.K. Nail;
Thence South 0°08'50" West for 193.36 feet to a $\frac{1}{2}$ inch rebar;
Thence South 53°02'19" West for 101.31 feet to a $\frac{1}{2}$ inch rebar;
Thence South 88°42'37" West for 476.55 feet to a $\frac{1}{2}$ inch rebar on section line;
Thence North 0°32'00" West along section line for 263.18 feet to the Point of Beginning.

TRACT NO. 2

Beginning at the center quarter section corner of said Section 22, said corner marked by a $\frac{5}{8}$ inch rebar; thence North 89°52'35" West along the quarter section line for 383.19 feet to a $\frac{1}{2}$ inch rebar which shall be the Point of Beginning;
Thence North 89°52'35" West along said quarter section line for 413.73 feet to a $\frac{1}{2}$ inch rebar;
Thence North 2°40'56" West for 74.91 feet to a $\frac{1}{2}$ inch rebar;
Thence North 59°36'45" East for 494.95 feet to a $\frac{1}{2}$ inch rebar;
Thence on a curve to the left for 173.41 feet, said curve having a central angle of 141°56'16" and a radius of 70.00 feet with a long chord bearing of South 32°18'38" East for 132.35 feet;
Thence South 13°16'46" East for 15.21 feet to a $\frac{1}{2}$ inch rebar;
Thence South 11°37'55" West for 52.33 feet to a $\frac{1}{2}$ inch rebar;
Thence South 16°51'28" West for 58.13 feet to a $\frac{1}{2}$ inch rebar;
Thence South 31°25'33" West for 108.45 feet to the Point of Beginning.

TRACT NO. 3:

Beginning at the center quarter section corner of said Section 22, said point marked by a $\frac{5}{8}$ inch rebar and shall be the Point of Beginning;
Thence North 89°52'35" West along the quarter section line for 147.10 feet to a $\frac{1}{2}$ inch rebar;
Thence North 12°20'51" West for 118.68 feet to a $\frac{1}{2}$ inch rebar;
Thence North 5°38'30" West for 85.24 feet to a $\frac{1}{2}$

inch rebar;
Thence North 35°21'30" West for 84.57 feet to a $\frac{1}{2}$ inch rebar;
Thence North 39°51'33" East for 139.47 feet to a $\frac{1}{2}$ inch rebar;
Thence South 23°02'18" East for 120.97 feet to a $\frac{1}{2}$ inch rebar;
Thence South 47°04'43" East for 56.51 feet to a $\frac{1}{2}$ inch rebar;
Thence South 58°42'24" East for 62.30 feet to a $\frac{1}{2}$ inch rebar on the quarter section line;
Thence South 0°27'15" West along said quarter section line for 194.95 feet to the Point of Beginning.

TRACT NO. 4:

Beginning at the center quarter section corner of Section 22, said corner marked by a 5/8 inch rebar; Thence North 89°52'35" West along the quarter section line for 147.10 feet to a $\frac{1}{2}$ inch rebar which shall be the Point of Beginning;
Thence North 89°52'35" West along said quarter section line for 236.09 feet to a $\frac{1}{2}$ inch rebar;
Thence North 31°25'33" East for 108.45 feet to a $\frac{1}{2}$ inch rebar;
Thence North 16°51'28" East for 58.13 feet to a $\frac{1}{2}$ inch rebar;
Thence North 11°37'55" East for 52.33 feet to a $\frac{1}{2}$ inch rebar;
Thence North 13°16'46" West for 15.21 feet to a point;
Thence on a curve to the left for 35.92 feet, said curve having a central angle of 29°24'07" with a radius of 70.00 feet and a long chord bearing of North 62°01'07" East for 35.53 feet;
Thence North 47°19'09" East for 56.53 feet to a point;
Thence South 35°21'30" East for 84.57 feet to a $\frac{1}{2}$ inch rebar;
Thence South 5°38'30" East for 85.24 feet to a $\frac{1}{2}$ inch rebar;
Thence South 12°20'51" East for 118.68 feet to the Point of Beginning.

TRACT NO. 5:

Beginning at the center quarter section corner of said Section 22, said corner marked by 5/8 inch rebar; Thence North 0°27'15" East along the

quarter section line for 194.95 feet to a $\frac{1}{2}$ inch
 rebar which shall be the Point of Beginning;
 Thence North $58^{\circ}42'24''$ West for 62.30 feet to a $\frac{1}{2}$
 inch rebar;
 Thence North $47^{\circ}04'43''$ West for 56.51 feet to a $\frac{1}{2}$
 inch rebar;
 Thence North $23^{\circ}02'18''$ West for 120.97 feet to a
 point;
 Thence North $40^{\circ}23'24''$ East for 23.22 feet to a
 point;
 Thence on a curve to the left for 120.00 feet,
 said curve having a central angle of $55^{\circ}16'33''$
 with a radius of 124.39 feet and a long chord
 bearing of North $12^{\circ}13'16''$ East for 115.40 feet;
 Thence on a curve to the right for 114.87 feet,
 said curve having a central angle of $43^{\circ}52'36''$
 with a radius of 150.00 feet and a long chord
 bearing of North $6^{\circ}31'18''$ East for 112.08 feet;
 Thence North $28^{\circ}27'36''$ East for 198.29 feet to a $\frac{1}{2}$
 inch rebar on the quarter section line;
 Thence South $0^{\circ}27'15''$ West along said quarter sec-
 tion line for 598.34 feet to the Point of
 Beginning.

SUBJECT TO an easement for ingress and egress, to tracts 1
 through 5 excepted above, more particularly described as follows:

Beginning at the North quarter section corner of said section 22,
 said point marked by a railroad spike and shall be the Point of
 Beginning;
 Thence South $0^{\circ}27'15''$ West along the quarter section line for
 1906.35 feet to a $\frac{1}{2}$ inch rebar;
 Thence South $28^{\circ}27'36''$ West for 198.29 feet to a $\frac{1}{2}$ inch rebar;
 Thence on a curve to the left for 114.87 feet to a point, said
 curve having a central angle of $43^{\circ}52'36''$, with a radius of
 150.00 feet, and a long chord bearing South $6^{\circ}31'18''$ West for
 112.08 feet;
 Thence on a curve to the right for 120.00 feet to a point, said
 curve having a central angle of $55^{\circ}16'33''$ with a radius of
 124.39 feet, and a long chord bearing South $12^{\circ}13'16''$ West for
 115.40 feet;
 Thence South $40^{\circ}23'24''$ West for 23.22 feet to a $\frac{1}{2}$ inch rebar;
 Thence South $39^{\circ}51'33''$ West for 139.47 feet to a $\frac{1}{2}$ inch rebar;
 Thence South $47^{\circ}19'08''$ West for 56.53 feet to a point;
 Thence on a curve to the right for 261.98 feet to a point, said
 curve having a central angle of $214^{\circ}25'48''$ with a radius of
 70.00 feet and a long chord bearing North $25^{\circ}27'59''$ West for
 133.73 feet;

Thence North 81°44'59" East for 118.1 feet to a point;
 Thence North 39°51'33" East for 52.00 feet to a point;
 Thence North 40°23'24" East for 22.99 feet to a point;
 Thence on a curve to the left for 71.76 feet to a point, said curve having a central angle of 55°16'33" with a radius of 74.39 feet and a long chord bearing North 12°13'16" East or 69.01 feet;
 Thence on a curve to the right for 153.16 feet to a point, said curve having a central angle of 43°52'36" with a radius of 200.00 feet and a long chord bearing North 6°31'18" East for 149.44 feet;
 Thence North 28°27'36" East for 239.07 feet to a point;
 Thence North 0°27'15" East for 1846.58 feet to a point on section line;
 Thence North 89°47'02" East along said section line for 25.00 feet to the Point of Beginning.

SUBJECT TO an Irrigation Pipeline Easement located in the N $\frac{1}{2}$ of Section 22, Township 11 South, Range 24 East of the Boise Meridian, Cassia County, Idaho, more particularly described as follows:

Beginning at the Northwest corner of said Section 22, said corner marked by a 3 inch Cassia County survey cap, Thence North 89°48'45" East along section line for 560.33 feet which shall be the Point of Beginning;
 Thence North 89°48'45" East along section line for 2082.53 feet to a 3 inch Cassia County survey cap at the North quarter section corner of said Section 22;
 Thence North 89°48'45" East along section line for 1321.02 feet to a P.K. Nail at the Northwest corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 22;
 Thence North 89°48'45" East along section line for 20.00 feet to a point;
 Thence South 0°11'15" East for 41.47 feet to a point;
 Thence South 89°48'45" West for 3423.79 feet to a point;
 Thence North 0°08'50" West along section line for 41.33 feet to the Point of Beginning.

SUBJECT TO a Water Line & Road Easement located in the NW $\frac{1}{4}$ of Section 22, Township 11 South, Range 24 East of the Boise Meridian, Cassia County, Idaho, more particularly described as follows:

Beginning at the West quarter section corner of said Section 22, said corner marked by a U.S. General Land Office Pipe with brass cap; thence North 0°32'00" West along section line for

40.00 feet to the Point of Beginning;
Thence North 0°32'00" West along section line for 2381.27 feet to
a ½ inch rebar, said point lying South 0°32'00" East for 263.18
feet from the Northwest corner of Section 22;
Thence North 88°42'37" East for 17.04 feet to a point;
Thence South 0°35'08" East for 2381.72 feet to a point;
Thence North 89°51'30" West (N 89°52'35" W rec.) for 19.21 feet
to the Point of Beginning.

SUBJECT TO a Water Line Easement located in the NW¼NW¼ of Section
22, Township 11 South, Range 24 East of the Boise Meridian,
Cassia County, Idaho, more particularly described as follows:

Beginning at the Northwest corner of said Section 22, said corner
marked by a 3 inch Cassia County survey cap; Thence North
89°48'45" East along section line for 113.97 feet to the Point
of Beginning;
Thence North 89°48'45" East along section line for 40.00 feet to
a point;
Thence South 0°11'15" East for 41.43 feet to a point;
Thence South 89°47'52" West for 40.00 feet to a point;
Thence North 0°11'15" West along section line for 41.44 feet to
the Point of Beginning.

SUBJECT TO a Water Line, a Water Storage Tank and Electrical
Easement located the NW¼ in Section 22, Township 11 South, Range
24 East of the Boise Meridian, Cassia County, Idaho, more partic-
ularly described as follows:

Beginning at the West quarter section corner of said Section 22,
said corner marked by a U.S. General Land Office Pipe which
shall be the Point of Beginning;
Thence North 0°33'05" West (N 0°32'00" W rec.) along section line
for 40.00 feet to a point;
Thence South 89°52'35" East parallel to the South line of the NW¼
for 2596.31 feet to a point on the East line of the NW¼;
Thence South 0°27'15" West along the East line of the NW¼ for
40.00 feet to a point on the quarter section line;
Thence North 89°52'35" West along the quarter section line for
2595.61 feet to the Point of Beginning.

PARCEL NO. 4:

TOWNSHIP 11 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO
Section 31: N¼ and SE¼, EXCEPT the following described parcel:

Beginning at the Northwest corner of said Section 31, said corner marked by a U.S. General Land Office Pipe with brass cap; thence South 0°06'00" West along section line for 1919.63 feet to the Point of Beginning;
Thence South 89°54'00" East for 108.07 feet to a point;
Thence South 0°06'00" West for 100.00 feet to a point;
Thence North 89°54'00" West for 108.07 feet to a point on section line;
Thence North 0°06'00" East along section line for 100.00 feet to the Point of Beginning.

PARCEL NO. 5:

TOWNSHIP 11 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 21: That part of the E½NW¼ lying South and East of the "J" Canal, also known as the Third Lift Canal.

RESERVING TO GRANTORS THE FOLLOWING DESCRIBED PARCELS NO.
6, 7, 8, 9, and 10:

PARCEL NO. 6:

A Well Easement located in the NE¼NE¼ of Section 21, Township 11 South, Range 24 East of the Boise Meridian, Cassia County, Idaho, more particularly described as follows:

Beginning at the Northeast corner of said Section 21, said corner marked by a 3 inch Cassia County survey cap; Thence South 0°32'00" East along section line for 269.03 feet to the Point of Beginning;
Thence South 0°32'00" East along section line for 74.55 feet to a ½ inch rebar;
Thence South 87°46'09" West for 86.56 feet to a point;
Thence North 0°32'00" West for 76.91 feet to a point;
Thence North 89°20'01" East for 86.52 feet to the Point of Beginning.

PARCEL NO. 7:

A Water Line Easement located in the NE¼NE¼ of Section 21, Township 11 South, Range 24 East of the Boise Meridian, Cassia

County, Idaho, more particularly described as follows:

Beginning at the Northeast corner of said Section 21, said corner marked by a 3 inch Cassia County survey cap; Thence South 0°32'00" East along section line for 269.03 feet to a point; Thence South 89°20'01" West for 86.52 feet to the Point of Beginning;
Thence South 0°32'00" East for 30.00 feet to a point;
Thence South 89°20'01" West for 396.50 feet to a point;
Thence North 1°27'55" East for 30.02 feet to a point, said point lying South 89°46'05" West for 472.47 feet and South 0°27'55" West for 272.80 feet from the Northeast corner of said Section 21;
Thence North 89°20'01" East for 395.45 feet to the Point of Beginning.

PARCEL NO. 8:

A Water Line Easement located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 21, Township 11 South, Range 24 East of the Boise Meridian, Cassia County, Idaho, more particularly described as follows:

Beginning at the Northeast corner of said Section 21, said corner marked by a 3 inch Cassia County survey cap, which shall be the Point of Beginning;
Thence South 0°32'00" East along section line for 269.03 feet to a point;
Thence South 89°20'01" West for 39.18 feet to a point;
Thence North 0°32'00" West for 59.19 feet to a point;
Thence North 11°54'31" West for 177.38 feet to a point;
Thence North 0°32'00" West for 36.43 feet to a point on the North line of Section 21;
Thence North 89°46'05" East along section line for 74.17 feet to the Point of Beginning.

PARCEL NO. 9:

A Water Line Easement located in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 22, Township 11 South, Range 24 East of the Boise Meridian, Cassia County, Idaho, more particularly described as follows:

Beginning at the Northwest corner of said Section 22, said corner marked by a 3 inch Cassia County survey cap, which shall be the Point of Beginning;
Thence North 89°48'45" East along section line for 113.97 feet to a point;
Thence South 0°11'15" East for 41.44 feet to a point;
Thence South 89°47'52" West for 113.72 feet to a point on section

line;
Thence North 0°32'00" West along section line for 41.47 feet to the Point of Beginning.

PARCEL NO. 10:

A Water Line Easement located in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 22, Township 11 South, Range 24 East of the Boise Meridian, Cassia County, Idaho, more particularly described as follows:

Beginning at the Northwest corner of said Section 22, said corner marked by a 3 inch Cassia County survey cap; Thence North 89°48'45" East along section line for 153.97 feet to the Point of Beginning;
Thence North 89°48'45" East along section line for 406.36 feet to a P.K. Nail;
Thence South 0°08'50" East for 41.33 feet to a point;
Thence South 89°47'52" West for 406.12 feet to a point;
Thence North 0°11'15" West along section line for 41.43 feet to the Point of Beginning.

AN UNDIVIDED ONE-HALF (1/2) INTEREST IN THE FOLLOWING DESCRIBED PARCELS NO. 11, 12, 13, and 14:

PARCEL NO. 11:

TOWNSHIP 11 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 21: Beginning at the Northwest corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 21;
Thence North 89°42' East along section line for 545.72 feet to a point which shall be the True Point of Beginning;
Thence South 14°37'46" West for 153.46 feet to a point;
Thence South 6°21'57" West for 606.80 feet to a point;
Thence South 86°16'03" East for 147.87 feet to a point;
Thence North 29°46'12" East for 150.80 feet to a point;
Thence North 25°10'55" East for 328.68 feet to a point;
Thence North 66°20'01" West for 179.47 feet to a

point;
Thence North 0°39'42" East for 261.36 feet to a
point on section line;
Thence South 89°42' West along said section line
for 88.80 feet to the True Point of Beginning.

PARCEL NO. 12:

Well Easement, located in the NE¼NE¼ of Section 21, Township 11 South, Range 24 East, Boise Meridian, Cassia County, Idaho, more particularly described as follows:

Beginning at the NE corner of said Section 21, said corner marked by a 3 inch Cassia County survey cap; thence South 0°32'00" East along section line for 269.03 feet to the POINT OF BEGINNING;

Thence South 0°32'00" East along section line for 74.55 feet to a ½ inch rebar;

Thence South 87°46'09" West for 86.56 feet to a point;

Thence North 0°32'00" West for 76.91 feet to a point;

Thence North 89°20'01" East for 86.52 feet to the POINT OF BEGINNING.

PARCEL NO. 13:

Water Line Easement, located in the NE¼NE¼ of Section 21, Township 11 South, Range 24 East, Boise Meridian, Cassia County, Idaho, more particularly described as follows:

Beginning at the NE corner of said Section 21, said corner marked by a 3 inch Cassia County survey cap; thence South 0°32'00" East along section line for 269.03 feet to a point; thence

South 89°20'01" West for 86.52 feet to the POINT OF BEGINNING;

Thence South 0°32'00" East for 30.00 feet to a point;

Thence South 89°20'01" West for 396.50 feet to a point;

Thence North 1°27'55" East for 30.02 feet to a point, said point lying South 89°46'05" West for 472.47 feet and South 0°27'55" West for 272.80 feet from the NE corner of Section 21;

Thence North 89°20'01" East for 395.45 feet to the POINT OF BEGINNING.

PARCEL NO. 14:

Water Line Easement, located in the NE¼NE¼ of Section 21, Township 11 South, Range 24 East, Boise Meridian, Cassia County, Idaho, more particularly described as follows:

Beginning at the NE corner of said Section 21, said corner marked by a 3 inch Cassia County survey cap; thence South 0°32'00" East along section line for 269.03 feet to a point; thence South 89°20'01" West for 481.97 feet to the POINT OF BEGINNING;

Thence South 1°27'55" West for 30.02 feet to a point;
Thence South 88°58'55" West for 1380.13 feet to a point;
Thence North 66°17'03" West (North 66°20'01" East rec.) for 71.68 feet to a point;
Thence North 88°58'55" East for 1446.54 feet to the POINT OF BEGINNING.

and

PARCEL NO. 15:

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 36: ALL

PARCEL NO. 16:

TOWNSHIP 11 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 31: Part of the SW¹/₄ NW¹/₄ of said Section 31, more particularly described as follows:

Beginning at the Northwest corner of said Section 31, said corner marked by a U.S. General Land Office Pipe with brass cap; thence South 0°06'00" West along section line for 1919.63 feet to the Point of Beginning;

Thence South 89°54'00" East for 108.07 feet to a point;

Thence South 0°06'00" West for 100.00 feet to a point;

Thence North 89°54'00" West for 108.07 feet to a point on section line;

Thence North 0°06'00" East along section line for 100.00 feet to the Point of Beginning.

Including all pumps, motors, irrigation pipe, sprinklers, pivots and all other irrigation equipment located on all of the above described parcels, including all replacements, substitutions, accessions and additions as well as after-acquired property.

With all of the foregoing described parcels SUBJECT TO taxes for 1992 and subsequent years and FURTHER SUBJECT TO:

Exception contained in Warranty Deed from Adelle Toevs Brim, a married woman, as her sole and separate property, to Deloss C. Stoker and Delores B. Stoker, husband and wife, dated February 1, 1974 and recorded March 17, 1978 as Instrument No. 105877 on Film No. 115, records of Cassia County, Idaho, which reads as follows: "EXCEPTION: Reserving to the Grantor one-half of all gas, oil, mineral and geothermal rights." (Parcel No. 4, 15 and additional property not included herein)

Declaration and Grant of Easement and Well Use Agreement between Deloss C. Stoker and Delores B. Stoker, husband and wife, and Rodney Neilson and Janan S. Neilson, husband and wife, dated February 9, 1981 and recorded February 9, 1981 as Instrument No. 132355, records of Cassia County, Idaho. AMENDMENTS TO Declaration and Grant of Easement and Well Use Agreement dated February 13, 1981 and recorded February 13, 1981 as Instrument No. 132473 on Film No. 140, records of Cassia County, Idaho. (Parcels 2 and 3)

Agreement for Electric Service between Raft River Rural Electric Cooperative, Inc., the Seller, and Golden View - Deloss Stoker, as Consumer, dated April 29, 1986 and recorded June 13, 1986 as Instrument No. 179081 on Film No. 181, records of Cassia County, Idaho, covering SE $\frac{1}{4}$ of Section 31, Township 11, Range 28 East of the Boise Meridian. (Parcel 4)

Mortgage from Deloss C. Stoker and Delores B. Stoker, his wife, as Mortgagors to The Mutual Life Insurance Company of New York, a New York Corporation, as Mortgagee, dated May 9, 1977 and recorded May 27, 1977 as Instrument No. 98964 on Film No. 109, records of Cassia County, Idaho. (Parcels 1, 2, 3, 6, 7, 8, 9, 10 and additional property not included herein)

Financing Statement between Deloss C. Stoker and Delores B. Stoker, as Debtors, and The Mutual Life Insurance Company of New York, as Secured Party, filed May 27, 1977 as Instrument No. 98965, records of Cassia County, Idaho. (Parcels 1, 2, 3, 6, 7, 8, 9, 10 and

additional property not included herein)
AMENDMENT TO FINANCING STATEMENT, recorded July 5, 1977
as Instrument No. 99979, records of Cassia County,
Idaho.

CONTINUATION OF FINANCING STATEMENT, recorded March 1,
1982 as Instrument No. 141416 on Film No. 147, records
of Cassia County, Idaho.

CONTINUATION OF FINANCING STATEMENT, recorded February
6, 1987 as Instrument No. 185926 on Film No. 188,
records of Cassia County, Idaho.

Mortgage from Deloss C. Stoker and Delores B. Stoker,
husband and wife, as Mortgagors to Connecticut General
Life Insurance Company of Bloomfield, a corporation, as
Mortgagee, dated March 14, 1978 and recorded March 15,
1978 as Instrument No. 105783 on Film No. 115, records
of Cassia County, Idaho. (Parcel 6, 15, 16 and
additional property not included herein)

Financing Statement between Deloss C. Stoker, also
known as Deloss Stoker, and Delores B. Stoker, also
known as Delores Stoker, and also known as Dolores B.
Stoker and Golden View, Inc., as Debtors, and the
United States of America, acting through the Farmers
Home Administration, as Secured Party, filed April 13,
1979 as Instrument No. 115849 on Film No. 125, records
of Cassia County, Idaho. (Parcels 1, 2, 3, 4, 6, 7, 8,
9, 10, 11, 15, 16 and additional property not included
herein)

CONTINUATION, recorded November 3, 1983 as Instrument
No. 156024 on Film No. 160, records of Cassia County,
Idaho.

AMENDMENT TO FINANCING STATEMENT, filed February 13,
1989 as Instrument No. 200282 on Film No. 204, records
of Cassia County, Idaho.

CONTINUATION OF FINANCING STATEMENT, filed February 13,
1989 as Instrument No. 200283 on Film No. 204, records
of Cassia County, Idaho.

Mortgage from Golden View, Inc., an Idaho corporation;
and Deloss C. Stoker, also known as Deloss Stoker, and
Delores B. Stoker, also known as Delores Stoker, also
known as Dolores B. Stoker, husband and wife, to the
United States of America, acting through the Farmers
Home Administration, dated April 13, 1979 and recorded
April 13, 1979 as Instrument No. 115850 on Film No.
125, records of Cassia County, Idaho. (Parcel 1, 2, 3,
4, 6, 7, 8, 9, 10, 11, 15, 16 and additional property

not included herein) as subordinated in that SUBORDINATION BY THE GOVERNMENT in favor of Commodity Credit Corporation dated December 13, 1979 and recorded December 20, 1979 as Instrument No. 122450 on Film No. 131, records of Cassia County, Idaho:

Ground Lease between Willow Tree Farms and Livestock Co., a corporation, as Lessor, and World Wide Lease, Inc., a Washington corporation, as Lessee, dated May 1, 1973 and recorded October 1, 1973 as Instrument No. 72666 on Film No. 84, records of Cassia County, Idaho. LEASE AMENDMENT dated January 4, 1978 and recorded January 20, 1978 as Instrument No. 104357 on Film No. 114, records of Cassia County, Idaho, which by acceptance of this Deed Grantees assume and agree to perform all obligations of Lessor. (Parcel 11)

First Real Estate Mortgage from LaVel D. Stoker and Wendy Stoker, husband and wife, Paul Turner and Janette Turner, husband and wife, Brent Harmon and Karla Harmon, husband and wife, LaRae Stoker, a single woman, Rodney Neilson and Janan S. Neilson, husband and wife, to Commodity Credit Corporation, dated November 26, 1979 and recorded December 20, 1979 as Instrument No. 122405 on Film No. 131, records of Cassia County, Idaho, which Grantees, by accepting this Deed, assume and agree to pay. (Parcel 11)

Agreement for Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller, and Roper Investment Company, as Consumer, dated December 5, 1955 and recorded March 1, 1956 as Instrument No. 189241 in Book 9 of Bills of Sales and Agreements on Page 398, records of Cassia County, Idaho, covering the SE $\frac{1}{4}$ of Section 36, Township 11 South, Range 27 East, Boise Meridian. (Parcel 15)

Agreement for Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller, and Roper Investment Company, as Consumer, dated April 27, 1956 and recorded September 12, 1958 as Instrument No. 198540 in Book 10 of Bills of Sales and Agreements, records of Cassia County, Idaho, covering the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 36, Township 11 South, Range 27 East of the Boise Meridian. (Parcel 15)

Easement from Roper Investment Company, an Idaho corporation, and William Roper and Tressa Roper,

husband and wife, to Raft River Highway District, a quasi municipal corporation, dated September 3, 1959 and recorded June 19, 1964 as Instrument No. 19179 on Film No. 28, records of Cassia County, Idaho, over and across the West 25 feet of Section 36 in Township 11 South, Range 27 East of the Boise Meridian. (Parcel 15)

Agreement for Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller, and A.J.S. Farms - Anderson, Jones, Stimpson, as Consumer, dated March 12, 1973 and recorded June 11, 1973 as Instrument No. 70654 on Film No. 82, records of Cassia County, Idaho, over and across the NW $\frac{1}{4}$ of Section 36, Township 11 South, Range 27 East, Boise Meridian. (Parcel 15)

Agreement for Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller, and A.J.S. Farms - Anderson, Jones, Stimpson, as Consumer, dated March 12, 1973 and recorded June 11, 1973 as Instrument No. 70655 on Film No. 82, records of Cassia County, Idaho, covering the SE $\frac{1}{4}$ of Section 36, Township 11 South, Range 27 East, Boise Meridian. (Parcel 15)

Agreement for Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller, and A.J.S. Farms - Anderson, Jones, Stimpson, as Consumer, dated March 12, 1973 and recorded June 11, 1973 as Instrument No. 70656 on Film No. 82, records of Cassia County, Idaho, covering the NE $\frac{1}{4}$ of Section 36, Township 11 South, Range 27 East, Boise Meridian. (Parcel 15)

Agreement for Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller, and A.J.S. Farms - Anderson, Jones, Stimpson, as Consumer, dated March 12, 1973 and recorded June 11, 1973 as Instrument No. 70657 on Film No. 82, records of Cassia County, Idaho, over and across the SW $\frac{1}{4}$ of Section 36, Township 11 South, Range 27 East, Boise Meridian. (Parcel 15)

RECORDED AT THE REQUEST OF
LAND TITLE & ESCROW

FILM 224

1992 MAY 15 P 2:38

CASSIA COUNTY, IDAHO
FRANK B. KEARNS

RECORDER

FEE 57.00 DEPUTY LM

LAND TITLE & ESCROW

219017

CLAIM NUMBER 43-02317E DATE _____
AGENT _____

TRANSFER NUMBER 5129
CLAIMED ACRE TOTAL 557.
GIS ACRE TOTAL 565

	TWP	RNG	SEC	NE				NW				SW				SE				
				NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
CLAIM	11S	28E	31									24.6	39.2	40.8	22.4					16
GIS	11S	28E	31									26.7	36.9	37.5	26					16
RECOM	11S	28E	31									27	37	38	26					12
CLAIM	12S	27E	1	32.9	31.8	40	31.8	32.1	31.5	30.4	40									27
GIS	12S	27E	1	31.5	31.3	40.2	31.5	33.2	31.2	30.2	40.4									26
RECOM	12S	27E	1	31	31	40	31	33	31	30	40									26
CLAIM	12S	28E	6	40	40			40	40											16
GIS	12S	28E	6	39.6	39.6			39.5	51.1											16
RECOM	12S	28E	6	40	40			39	51											15

B43-POU.SHP

SHAPE NOS.

B43-POD.SHP

NOS. DESCRIPTION

GIS = 565 Ac.

Lic = 557.5 Ac.

Exp = 7.5 Ac.

DBF TABLES UPDATED

B43-DBPOU.DBF

B43-DBPOD.DBF

JPEG LAYOUT

R 27

R 28

43-2317E

HH18
Buck

14
16
10

2850
12.5
HEL

NW
HEL

8
14.6

HEL/NW

255

17
10

12
130.0

HEL

HEL/NW

11
16.9

124

2851
1700

3.1
HEL

2850
1700

3
119.5

HEL/NW

4
80

HEL

14
112.6

HEL/NW

4
80

HEL

3
119.5

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1700

3.1
HEL

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HEL

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119.5

2850
1700

3.1
HEL

12
130.0

HEL/NW

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16.9

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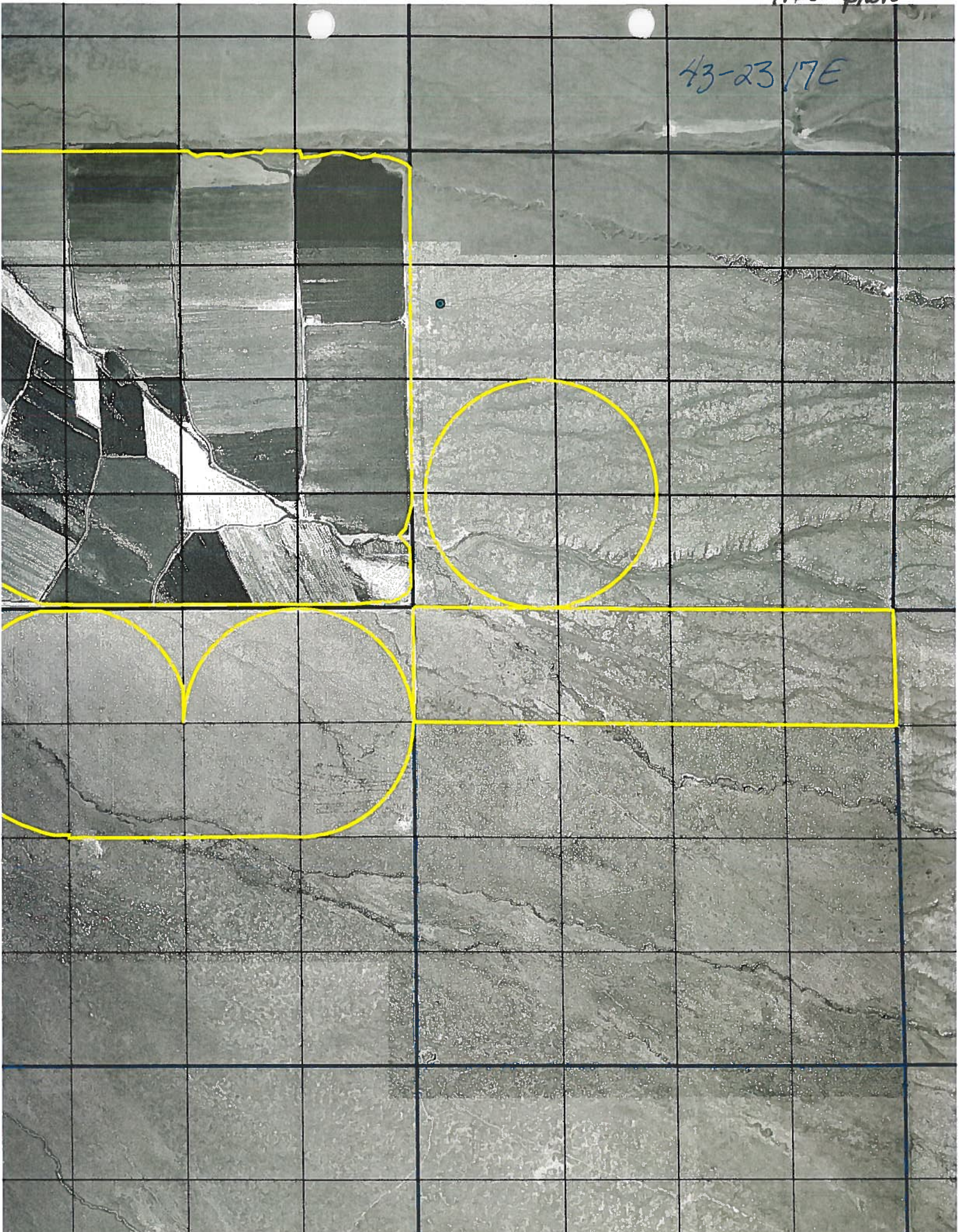
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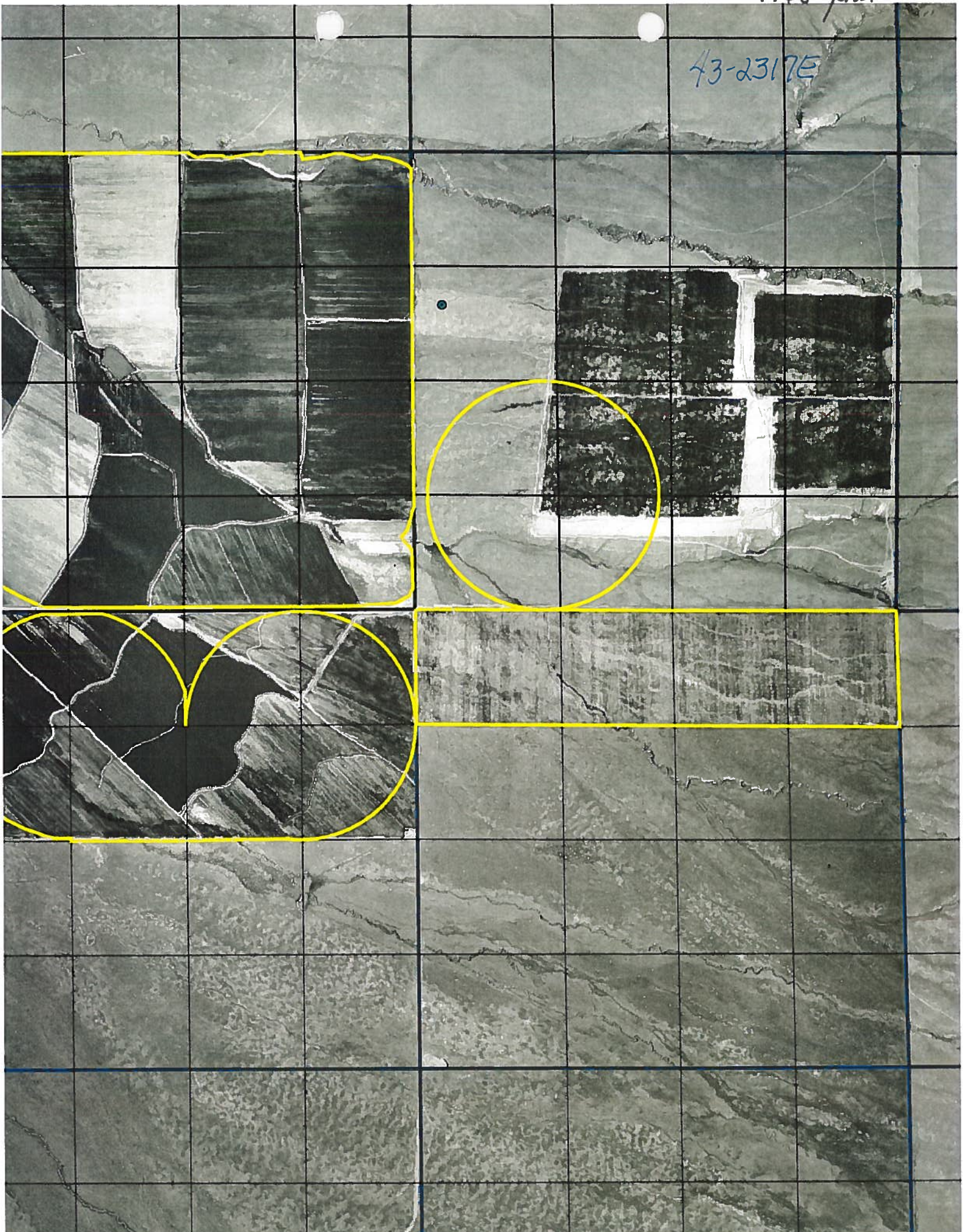
1962 photo

43-2317E



1968 photo

43-2317E



43-2317E

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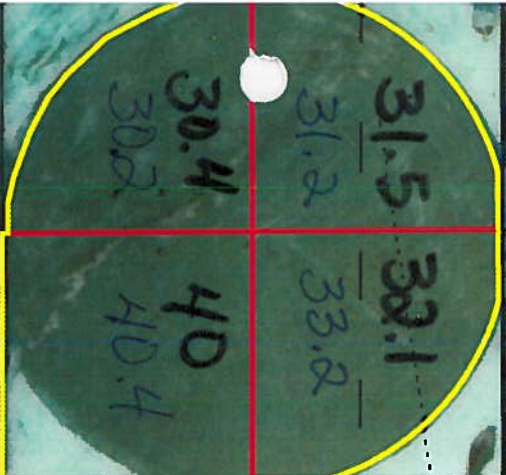
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VERIFIED BY *JK* 1/22/01

01/22/2001

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

RIGHT NUMBER: 43-2317E
NAME AND ADDRESS: MARILYN W BUCK
THAYNE L BUCK
2100 E 800 S
DECLO, ID 83323

SOURCE: GROUND WATER

QUANTITY: 0.874 CFS
2230 AFY

USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL
COMBINED DIVERSION RATE OF 8.5 CFS AND TO A TOTAL COMBINED
ANNUAL DIVERSION VOLUME OF 2230 AF. COMBINED RIGHT NOS.: 43-
02317E, 43-02339E, 43-02423E, 43-02467E, 43-02510E, 43-04002E,
& 43-12933.

PRIORITY DATE: 08/14/1948

POINT OF DIVERSION: T12S R27E S1 SESENE Within CASSIA County
T12S R28E S6 LOT 1 SENENE Within CASSIA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04-15 10-01	0.87 CFS 2,230.00 AFY

THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN
AS EARLY AS MARCH 15 AND MAY CONTINUE TO AS LATE AS NOVEMBER
15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE
USE OF WATER BEFORE APRIL 15 AND AFTER OCTOBER 1 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:

<u>IRRIGATION Within CASSIA County</u>							
T11S R28E S31		NESW	27	T11S R28E S31	LOT 3	NWSW	37
T11S R28E S31	LOT 4	SWSW	38	T11S R28E S31		SESW	26
T12S R27E S1	LOT 1	NENE	31	T12S R27E S1	LOT 2	NWNE	31
T12S R27E S1		SWNE	40	T12S R27E S1		SENE	31
T12S R27E S1	LOT 3	NENW	33	T12S R27E S1	LOT 4	NWNW	31
T12S R27E S1		SWNW	30	T12S R27E S1		SENW	40
T12S R28E S6	LOT 1	NENE	40	T12S R28E S6	LOT 2	NWNE	40
T12S R28E S6	LOT 3	NENW	39	T12S R28E S6	LOT 4	NWNW	51

565 ACRES TOTAL

Water Right 43-2317E

USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 557.5 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 43-02317E, 43-02339E, 43-02423E, 43-02467E, 43-02510E, & 43-04002E.

USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 565 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 43-02317E, 43-02339E, 43-02423E, 43-02467E, 43-02510E, 43-04002E, & 43-12933.

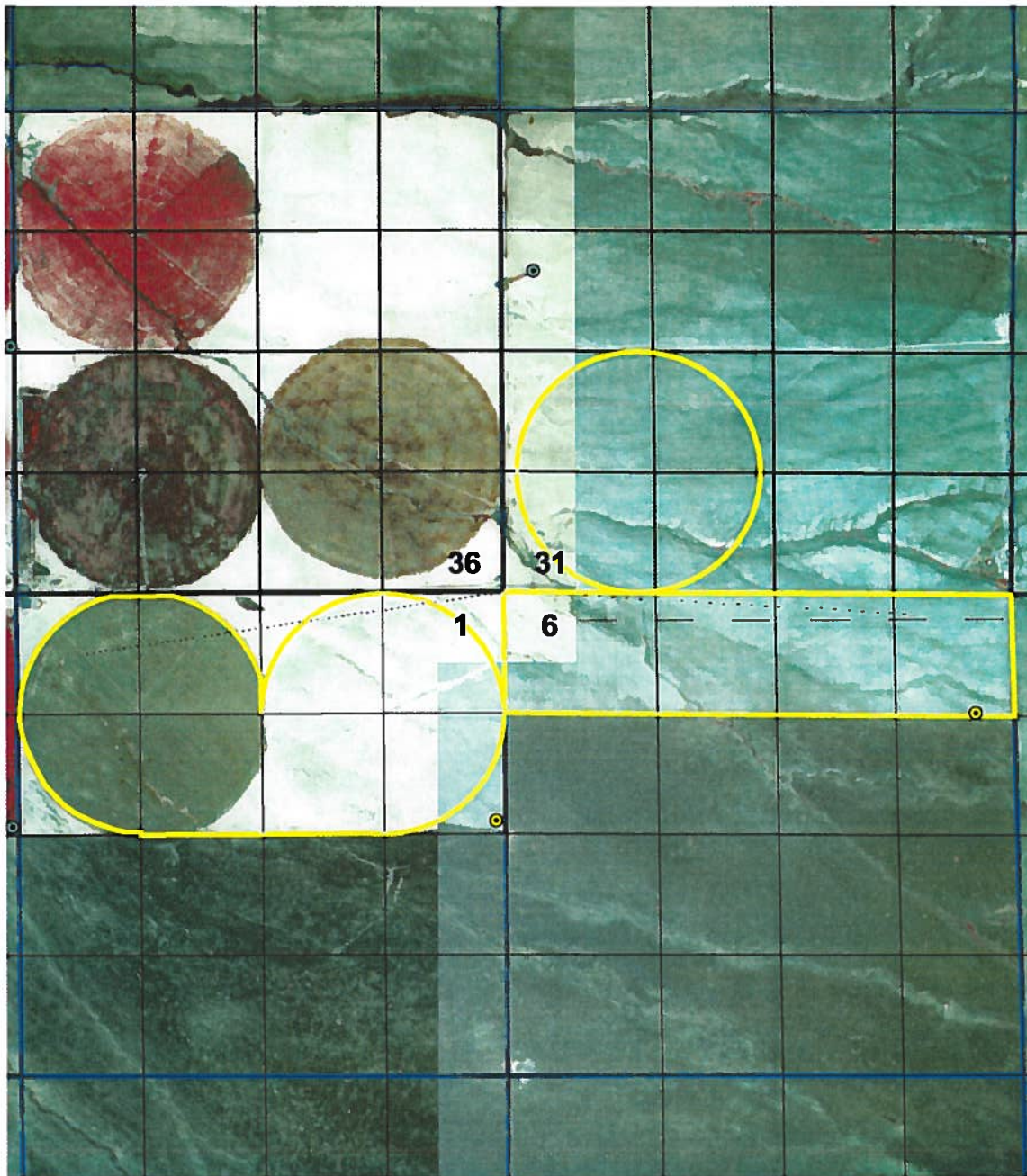
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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

RIGHT NO. 43-12933 IS AN EXPANSION OF THE FOLLOWING RIGHT NOS. PURSUANT TO SECTION 42-1416B, IDAHO CODE.: 43-02317E, 43-02339E, 43-02423E, 43-02467E, 43-02510E, & 43-04002E.

43-02317E, 43-02339E, 43-02423E,
43-02467E, 43-02510E, & 43-04002E, & 43-12933



0 1320 2640 Feet



RECOMMENDED PLACE OF USE
DATA ENTRY ON JAN. 22, 2001
TWP 11S, RNG 28E, SEC. 31
TWP 12S, RNG 27E, SEC. 1
TWP 12S, RNG 28E, SEC. 6



- Point of diversion
- Place of use
- Quarter-quarter lines
- Section lines



IDAHO DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION
1341 FILLMORE ST STE 200
TWIN FALLS ID 83301-3380
(208) 736-3033

DIRK KEMPTHORNE
GOVERNOR

KARL J DREHER
DIRECTOR

CHANGE IN ADDRESS

RECEIVED
JAN 19 2001

Department of Water Resources
Southern Region

☐ Water Right Number(s):

☐ Old Mailing Address:

HC 66 Box 27

Declo, ID 83323

☐ New Mailing Address:

2100 E 800 So

Declo, ID 83323

☐ New Telephone Number: (208) 645-2288

☐ Signature of Claimant(s):

Thayne Buck

Date:

Jan 19-01

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:

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

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03/17/00
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PAGE: 3
PROFILE REPORT

CLAIM NUMBER: A43-02317E

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	THAYNE L BUCK	08/14/1948	IRRIGATION	03-15 11-15	0.874 CFS	
C	MARILYN W BUCK			503 4/15 → 10/1	0.874 CFS	2230 AF w/all
TOTAL DIVERSION:					0.874 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion: T12S R27E S01 SE SENE
R28E S06 Lot 01 SE NENE

CASSIA County
CASSIA County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE												
T	R	S		NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	SUM
				Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		
11S	28E	31	:					:					:	24	03-39	04-40	22	:					:	127.0
12S	27E	1	:	01-32	02-31	40	31	:	03-32	04-31	30	40	:					:					:	270.5
12S	28E	6	:	01-40	02-40			:	03-40	04-40			:					:					:	160.0
TOTAL ACRES																							557.5	

POU County: CASSIA

Non-Irrigation Uses: NONE

Other Rights: A43-02339E, -02423E, -02467E, -02510E, -04002E

Remarks: GEN TRANS. 3403.
P/U IDENTIFIES LANDS OF THIS RT. & 5 OTHER RTS. COMBINED UNDER TRANS. 3403.

THIS IS A PORTION OF ORIGINAL RIGHT WHICH WAS SPLIT WHEN STOKER'S SOLD 317 AC IN SECTION 35 TO CHILD INVESTMENT. (SEE "B" PORTION) THE "A" PORTION WAS LATER SOLD TO HUNSAKER FAMILY PARTNERSHIP (C) WHO THEN SOLD 643 AC TO THAYNE BUCK (D). 1/27/97 jr
*****AMENDED CLAIM*****
PER APPROVED TRANSFER #5124, PART D WAS SPLIT INTO PARTS E AND F. (THE F PORTION MOVED .13 CFS AND 8.6 AC [IN A PPU OF 85.5 AC] TO SECTION 36 AND COMBINED THE 85.5 AC WITH 40.9 AC FROM A43-02320B FOR A TOTAL OF 126.4 AC.) 3/16/00 jr

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:

Presumption Flag:

557.5/565 ppu

Cond. Coole C18
Remarks: E14 557.5 Ac w/other
POU 1
POU E14 565 Ac w/all
QNT E27 8.5 cfs 2230 AF w/all

USE 503 4/15 → 10/1

EXP K03 43-12933-EXP

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

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QUICKLOOK INFORMATION

5
CLAIM NUMBER: A43-02339E

WR ELEMENT	DATA DISCREPANCY Y/N	CORRESPONDENCE SENT/RECEIVED BY WHOM/DATE	FIELD EXAM BY WHOM/DATE	CHANGE CLAIM Y/N	ELEMENT DOCUMENTED WHOM/DATE	COMPLETED REVIEW WHOM/DATE	COMPLETED DATA ENTRY WHOM/DATE	VERIFIED DATE WHOM/DATE
PRIORITY DATE	-N							
POINT OF DIV	Y-							
SOURCE	-N							
PLACE OF USE	Y-							
DIV. AMOUNT CFS/VOLUME	Y-							
CONSUMPTIVE USE	/							
PURPOSES OF USE	-N							
PERIOD OF USE	Y-							
BASIS OF CLAIM	-N							
REMARKS	Y-							

BARCODE UPDATED
WHOM/DATE

WR5809NP

IOAHO DEPARTMENT OF WATER RESOURCES

DATE: 01/22/01

No. 43-02317A

WATER RIGHT PROFILE REPORT

PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	DELOSS C STOKER	08/14/1948	IRRIGATION	04/15 10/01	2.370 CFS	
TOTAL DIVERSION:					2.370 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion:	T11S R27E S35	SESE	CASSIA County
	S36	SESE	CASSIA County
	R28E S31 Lot 02(	SWNW)	CASSIA County
	T12S R27E S01	SENE	CASSIA County
	R28E S06 Lot 01(	NENE)	CASSIA County

Place of use Legal Description for: IRRIGATION

NE								NW								SW								SE								
NENE		NWNE		SWNE		SENE		NENW		NWNW		SWNW		SENW		NESW		NWSW		SWSW		SESW		NESE		NWSE		SWSE		SESE		
T	R	S	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	SUM	
11S	27E	35	:					:					:										:									
11S	27E	36	:	40		40		40		40		40	:	40		40		40		40		40	:	40		40		40		40		640.0
11S	28E	31	:					:					:	24		03-39		04-40		22			:									127.0
12S	27E	1	:	01-32		02-31		40		31	:	03-32		04-31		30		40	:				:									270.5
12S	28E	6	:	01-40		02-40					:	03-40		04-40					:				:									160.0
																												TOTAL ACRES	1514.5			

Pou County: CASSIA

Conditions of Approval:

- 001 - A measuring device of a type approved by the Department shall
 - be permanently installed and maintained as part of the diverting
 - works.

Remarks: GEN TRANS. 3403.

P/U IDENTIFIES LANDS OF THIS RIGHT & 5 OTHER RTS. COMBINED UNDER
 TRANS. 3403.

(151.4 acres remain under this right after Transfer 5124.)

Dates:	App. Received:	Priority Date:	08/14/1948
	Proof Due Date:	Proof Made Date:	
	Exam Made Date:	Exam Sent to S.O.:	
	Licensed Date:	06/28/1979	

Misc:	Water District Number:	Field Exam Fee:
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