

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: A43-04002E

Date Received: 4/ 5/1989

Receipt No: X777777

Received By: Transfer/split X

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: JUL 1, 1963

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	1.471		

7. Total Quantity Appropriated is:
1.471 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:

A43-02317E, -02339E, -02423E, -02467E, -02510E

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 .22 CFS AND 17.1 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: BENEFICIAL USE

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
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Ident. Number: **A43-04002D**
Date Received: 4/ 5/1989
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ACQUIRED UNDER STATE LAW

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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: JUL 1, 1963

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	1.691		

7. Total Quantity Appropriated is:
1.691 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:

A43-02317D, -02339D, -02423D, -02467D, -02510D

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): Thayne Buck Date: Feb 3 1999

Date: _____

State of Idaho)
County of Twin Falls) SS.

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

Seal

Jeanie Robertson
Notary Public

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

STATE OF IDAHO
ID. 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 A43-024670

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~~ 2050 E 800 So Deco ID E3323

City, State and ZIP Code

New Telephone Number

(208) 645-2288

5. Date you acquired the property

1992 ~~MARCH~~

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 1997

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 1½%
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,

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

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

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

25 3. TAXES AND ASSESSMENTS: The Purchasers in
26 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 $\frac{1}{4}$

Section 2: Lots 1 and 2

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

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

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

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

(b) Personal Property. The irrigation equipment, pumps and panels, shall be secured by Purchasers' execution and delivery of appropriate financing statements and perfection of 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 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.~~

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 escrow 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.

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

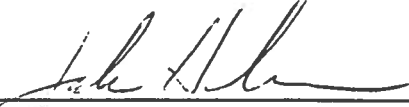
24 19. REPRESENTATION OF ATTORNEYS: Both Seller and
25 Purchasers acknowledge that they have been advised by the firm
26 of Parsons, Smith, Stone & Fletcher, attorneys at law,
concerning the possibility of conflicts of interest arising when
one lawyer represents both sides of a sales transaction; that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

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.

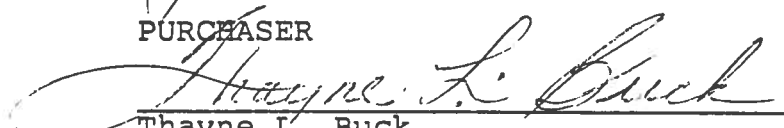
10 IN WITNESS WHEREOF, the parties have executed this
11 Agreement the day and year first above written.

12 SELLER

13 HUNSAKER FAMILY LIMITED PARTNERSHIP

14 By 

15 PURCHASER

16 
17 Thayne L. Buck

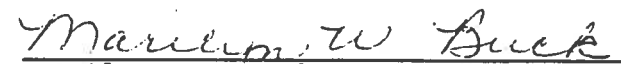
18 
19 Marilyn W. Buck
20
21
22
23
24
25
26

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

8 EQUIPMENT LIST

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

11 Section 1: 2 Zimmatic pivots, both 7 tower,
12 both Model #307, serial numbers 1905 and
13 2006.

14 8 lines of aluminum 3 inch hand lines.

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

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

219690

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, per-
sonally 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

Notary

LARRY ROBERTS
NOTARY PUBLIC
STATE OF IDAHO

Residing at
Commission expires 6-30-97

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, 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.

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.

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 & RECORD CO.
FILED
JUL 29 1986
CASSIA COUNTY, IDAHO
JAMES A. KEARNS
RECORDER
-1200- DEPUTY
LAND TITLE & RECORD CO.

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.

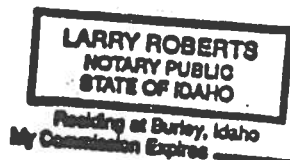
6 The Grantors shall and will warrant and by these presents
7 will forever defend the said premises in the quiet and peaceable
8 possession of the Grantees, and the heirs and assigns of Grantees
9 against all and every person and persons whomsoever lawfully
10 claiming the same, except as aforesaid.

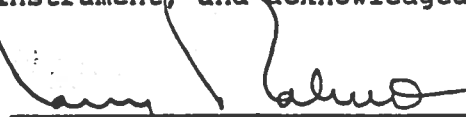
11
12 
Deloss C. Stoker

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.



27
28 
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 E½SE¼ and the SE¼NE¼ lying East of the centerline of the Third Lift or Government "J" Canal, SAVE AND EXCEPT that parcel of land located in the SE¼NE¼, 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 SE¼SE¼ 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 NE¼ 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 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 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 $\frac{1}{2}$ 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 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 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 & Water Storage Tank and Electrical
Easement located the NW $\frac{1}{4}$ 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 NW $\frac{1}{4}$
for 2596.31 feet to a point on the East line of the NW $\frac{1}{4}$;
Thence South 0°27'15" West along the East line of the NW $\frac{1}{4}$ 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. 41

TOWNSHIP 11 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO
Section 31: N $\frac{1}{2}$ and SE $\frac{1}{4}$, 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 SW 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.

Including all pumps, motors, irrigation pipes, sprinklers, pivots and all other irrigation equipment located on all or the above described parcels, including all replacements, substitutions, additions 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 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. (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 2234

1992 MAY 15 P 2:38

CASSIA COUNTY, IDAHO
FRANK B. KEARNS
RECORDER

FILE 3700 DEPUTY CM
LAND TITLE & ESCROW

219017

VERIFIED BY

1/22/01

01/22/2001

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

RIGHT NUMBER: 43-4002E

NAME AND ADDRESS: MARILYN W BUCK
THAYNE L BUCK
2100 E 800 S
DECLO, ID 83323

SOURCE: GROUND WATER

QUANTITY: 1.471 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: 07/01/1963

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

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	03-15 11-15	1.47 CFS 2,230.00 AFY

PLACE OF USE:

IRRIGATION Within CASSIA County					
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

USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION
OF A COMBINED TOTAL OF 557.5 ACRES IN A SINGLE IRRIGATION

Water Right 43-4002E

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:

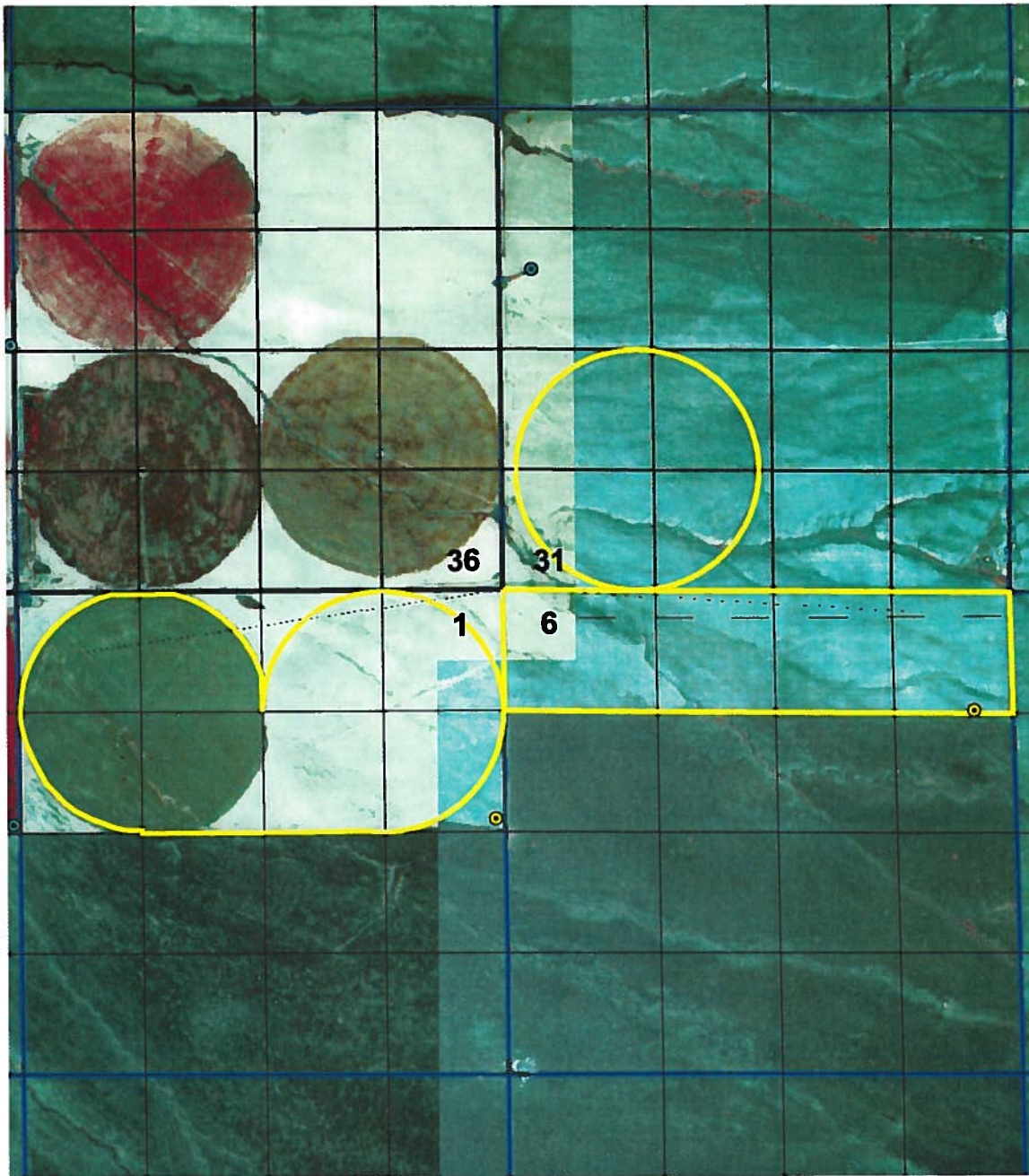
THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

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.

Idaho Department of Water Resources

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

Gis Place of Use Presentation
1987/1988 Napp Photography
Prepared by Jeanie Robertson

SD-0420-2
MODIFY RECORD

Idaho Department of Water Resources
Modify Comment

Date: 03/20/00
Time: 10:53:35

Water Right Number: R43-04002F

Comment Date: 3/20/2000 User ID: JROBERTS

Subject: RECOMMENDATION OF RIGHT/PRIORITY DATE _____

PRIORITY DATE OF 7/1/63 WAS CLAIMED BY STATUTORY CLAIM. THIS WAS
AFTER MANDATORY PERMIT STATUES OF 3/25/63 & RIGHT BEFORE CRITICAL
GROUNDWATER DESIGNATION OF AREA ON 7/23/63. EVIDENCE SUBMITTED
SHOWS WELL WAS "STARTED" IN MARCH OF 1962, THEREBY ALLOWING THE
PRIORITY DATE AND EXEMPTING IT FROM 42-229. 3/20/00 jr

(ENTER=Continue/Exit) (Gold2=Update) (Gold3=Delete) (Gold4=Prev) (Gold5=Next)



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):

Wayne 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

08:21:36
03/17/00
18

PAGE: 3
PROFILE REPORT

CLAIM NUMBER: A43-04002E

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	THAYNE L BUCK	07/01/1963	IRRIGATION	03-15 11-15	1.471 CFS	
C	MARILYN W BUCK					
TOTAL DIVERSION:					1.471 CFS	2230AF

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion: T12S R27E S01 SENE
R28E S06 Lot01(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
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: A43-02317E, -02339E, -02423E, -02467E, -02510E

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 .22 CFS AND 17.1 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

Cond. Code C18
Remarks:
POU1 E14 557.5 Ac. w/other
E14 565 Ac. w/all
QNT E27 8.5 cfs
2230AF w/all

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

EXP R#3
43-12933
(exp. of all)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

08:20:45
03/17/00

PAGE: 2
QUICKLOOK INFORMATION

2
CLAIM NUMBER: A43-02317E

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	- N							
BASIS OF CLAIM	- N							
REMARKS	Y -							

BARCODE UPDATED
WHOM/DATE

OWNER		PRIORITY	WATER USE	USE PERIOD		DIVERSION	DIVERSION
CODE	NAME & ADDRESS	DATE		FROM	TO	RATE	VOLUME
C	DELOSS C STOKER	07/01/1963	IRRIGATION	04/01	10/31	3.990 CFS	
TOTAL DIVERSION:						3.990 CFS	

Water Source: GROUNDWATER
 Point(s) of Diversion:

Tributary to:
 T11S R27E S35 SESE
 S36 SESE
 R28E S31 Lot 02(SWNW)
 T12S R27E S01 SENE
 R28E S06 Lot 01(NENE)

Stage: STATUTORY CLAIM
 CASSIA County
 CASSIA County
 CASSIA County
 CASSIA County
 CASSIA County

Point of Diversion Name(s):

Name	Rate	Number
Place of use Legal Description for: IRRIGATION		
NE	NW	SW
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 Lt Ac Lt Ac : SUM		
11S 27E 35 : : : 40 37 40 40 : 40 40 40 40 : 40 40 40 40 : 317.0		
11S 27E 36 : 40 40 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

Remarks: GEN TRANS. 3403.
 P/U IDENTIFIES LANDS OF THIS RT. & 5 OTHER RTS. COMBINED UNDER TRANS. 3403.
 (302.9 acres remain under this right after Transfer 5124.)

Dates: App. Received: Priority Date: 07/01/1963
 Proof Due Date: Proof Made Date:
 Exam Made Date: Exam Sent to S.O.:
 Licensed Date:

Misc: Water District Number: Field Exam Fee:

SD-0420-2
MODIFY RECORD

Idaho Department of Water Resources
Modify Comment

Date: 03/20/00
Time: 10:53:35

Water Right Number: R43-04002F

Comment Date: 3/20/2000 User ID: JROBERTS

Subject: RECOMMENDATION OF RIGHT/PRIORITY DATE_____

PRIORITY DATE OF 7/1/63 WAS CLAIMED BY STATUTORY CLAIM. THIS WAS
AFTER MANDATORY PERMIT STATUES OF 3/25/63 & RIGHT BEFORE CRITICAL
GROUNDWATER DESIGNATION OF AREA ON 7/23/63. EVIDENCE SUBMITTED____
SHOWS WELL WAS "STARTED" IN MARCH OF 1962, THEREBY ALLOWING THE____
PRIORITY DATE AND EXEMPTING IT FROM 42-229. 3/20/00 jr

(ENTER=Continue/Exit) (Gold2=Update) (Gold3=Delete) (Gold4=Prev) (Gold5=Next)

Identification No. 43-4002
Claim No. 42179
Map No. _____

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
CLAIM TO A WATER RIGHT
Established by Diversion and Application to Beneficial Use

Under the provisions of Section 42-225a, Idaho Code, a person may file a claim to a right to use water which has been established by diversion and application to beneficial use. The filing of this claim does not confirm the water right but will serve for information purposes only. It may, however, become the basis for future adjudication of the water right by the Court.

(Please refer to the instructions on the back of this form)

1. Name of claimant JERRY T. HIRAI
post office address Malta, Idaho
2. The point of diversion is in SE $\frac{1}{4}$ of NE $\frac{1}{4}$ Section 1 Township 12 S.
Range 27 E. B.M. located on Groundwater
(name of source)
tributary to _____ in Cassia County.
3. Dates of priority claimed: list the priority for each separate quantity that you claim. Priority dates should be based upon the earliest diversion of the water which has resulted in continued beneficial use since that time. If there has been an interval of five years or greater when the water was not beneficially used for the same purpose as originally appropriated, the priority that you claim should date from the time that the water was again beneficially applied following the period of non-use.
 - a. Date of priority claimed.
July 1, 1963 amount: 4.21 c.f.s. or _____ acre feet
amount: _____ c.f.s. or _____ acre feet
amount: _____ c.f.s. or _____ acre feet
Total claimed 4.21 c.f.s. or _____ acre feet.
 - b. Explain the purpose for which the water has been used and the time during the year when you have used the right claimed:
use irrigation period of use from April 1 to October 31 (both dates inclusive)
use _____ period of use from _____ to _____ (both dates inclusive)
use _____ period of use from _____ to _____ (both dates inclusive)
use _____ period of use from _____ to _____ (both dates inclusive).
4. Description of diverting works.
 - a. Surface water diversion dam and or headgate: material is composed of _____
length is _____ feet, height is _____ feet;
width at bottom is _____ feet, with at top is _____ feet; explain any increase in diversion capacity since structure was first built, giving dates and estimated capacities if known _____

 - b. Underground water diverting works is well flowing or pumped pumped depth of well is 270 feet diameter of well is 20 inches; type of pump is centrifugal
capacity of pump is _____ g.p.m. name and address of well driller is _____

43 4002

c. Conveying work: length of ditch to place of use is _____ feet; width of ditch at top is _____ feet; width of bottom of ditch is _____ feet; depth of water is _____ feet; grade of ditch per 1000 feet is _____ feet; material through which ditch passes is _____; maximum length of pipe line to first place of use is 12 feet; diameter of pipe line is 10 inches; type of pipe _____ steel _____; grade of pipe per 1000 feet is _____.

Please explain any changes or increase in size of conveying system since water was first appropriated, giving date and dimensions if possible _____

If feeder canal is used give maximum carrying capacity c.f.s.; if reservoir is off stream, describe location of reservoir by 40-acre subdivisions

has there been any enlargement of the reservoir since it was first built_____, if so, give dates and describe_____

5. a. Where water is used for irrigation, describe area irrigated by 40-acre subdivisions and give total acres:

[illegible]

Explain any significant increase in area irrigated since first use, give dates and acreages if known

March 15, 1983

Jerry T. Hirai
Malta, ID 83342

Re: Claim No. 43-4002

Dear Mr. Hirai:

This office is currently reviewing existing claims to water rights throughout the state. We note that the above-referenced claim, copy enclosed, shows a date of priority of July 1, 1963. Please be advised that, if the first use of the claimed right was in July, you must establish the water right with an Application for Permit, since the last date on which a beneficial use right could be developed was March 25, 1963.

Enclosed we are sending to you an Application for Permit with instructions, as well as a blank Claim to a Water Right form. If the date of priority shown on the claim is wrong, please complete the Claim to a Water Right form and return it to this office. No filing fee is required for an amended claim to a water right. If the date shown on the claim is correct, you will need to fill out and file the Application for Permit.

If you have any questions about this matter, please feel free to contact our Southern Regional office located at 1041 Blue Lakes Blvd. N., Twin Falls. The telephone number is 734-3578.

Sincerely,

DAVID R. TUTHILL, JR., P.E.
Supervisor, Water Allocation Section

DRT:sc

Enclosures

cc: Southern Region

b. Do you get water through a ditch owned by several users? No If yes, give the name of the ditch _____
The other users and their respective interests in the ditch are (if known) _____

6. Where water is used for stock watering, give number of each kind of stock watered _____

7. Where water is used for domestic or municipal purposes give number of families served _____
name of town supplied _____

8. Where water is used for other purposes not above enumerated, give the nature of use, the extent of use, and any details regarding the initiation of the right or subsequent later expansion. Be as specific as possible, giving dates and quantities _____

9. Remarks: please explain any details of your claim which you feel need clarification or additional explanation
This well was drilled and water was pumped and used for irrigation on July 1, 1963. However no prior permit had been obtained from the Department of Reclamation. The area was designated as a "Critical Ground-Water Area" by order of the State Reclamation Engineer on July 23, 1963. Claimant subsequently made application for a permit which was supported by affidavits to the effect that the appropriation had been made prior to the "critical" designation. Permit No. G-31610 was issued by the Department with priority of December 20, 1963. Claimant hereby claims a right with priority of July 1, 1963 which pre-dates the "critical" designation. This claim covers the same water and use as licensed under Permit G-31610 and is intended to replace licensed right G-31610

BE IT KNOWN that the undersigned hereby makes claim to a water right as described above together with all attached information and certifies that all statements are true and accurate to the best of his knowledge.

Nov 3 1967
(Date)

Henry S. Nuri
(Signature of Claimant)

State of Idaho

County of CASSIA }

On this 3 day of NOVEMBER 1967, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he (she) ~~they~~ executed the same.

Herbert E. Berke
Notary Public residing at Burley, Idaho

My commission expires 6-13-69

For Department Use Only

Received by _____ Date 12-13-67 Exception filed by _____ Forwarded to _____ Date _____

Prelim. check by Her Date 12-13-67

Fee received by Her Date 12-13-67 Fee \$10.00

Approved for publication by _____

APPIDAVIT

STATE OF IDAHO)

ss.

County of Cassia)

HIRASHI INOUE, Being first duly sworn, deposes and says:

That he is acquainted with the Southeast quarter of the Northeast quarter (SE¹/₄NE¹/₄) of Section One (1), Township Twelve (12) South, Range Twenty-seven (27) EBM; that he has observed the well located in the Southeast corner of the said Southeast quarter of the Northeast quarter (SE¹/₄NE¹/₄) of said Section One (1), Township Twelve (12) South, Range Twenty-seven (27) EBM, and to affiant's best estimate, the said well produces approximately 120 inches of water; that affiant knows of his own knowledge that water from the said well was used beginning with the 1st day of July, 1963, and continuously through the months of July, August and September, 1963, for the purpose of irrigating agricultural crops raised on land located in said Section One (1), Township Twelve (12) South, Range Twenty-seven (27) EBM.

Hirashi Inoue
Hirashi Inoue

SUBSCRIBED And sworn to before me this 16th day of December, 1963.

Leto H. Chen
Notary Public for Idaho,
Residing at Burley, Idaho

43 4002

AFFIDAVIT

STATE OF IDAHO)
) ss.
County of Cassia)

E.C. SCHLENDER, Being first duly sworn, deposes and says:

That he is the manager for the Raft River Rural Electric Cooperative, at Malta, County of Cassia, State of Idaho; that he knows of his own knowledge that line construction was started on April 4, 1963, for the purpose of furnishing electricity for a pump located in the Southeast quarter of the Northeast quarter (SE 1/4) of Section One (1), Township Twelve (12) South, Range Twenty-seven (27) E2M; that a contract for electrical service was written on April 29, 1963, and executed by the said Raft River Rural Electric Cooperative, and Jerry Rival, the owner of the said above-described land; that the meter was set and service connection made for the said pump on June 7, 1963; that affiant knows of his own knowledge that the said pump started operation on the 1st day of July, 1963, and continued to operate during the months of July, August and September, 1963.

E.C. Schlander
E.C. Schlander

SUBSCRIBED And Sworn to before me this 17th day of December, 1963.

Gene Baxter
Notary Public for Idaho,
Residing at Malta, Idaho

RECEIVED
DEC 20 1963

AFFIDAVIT

Department of Reclamation

STATE OF IDAHO)
)
County of Cassia) ss.

JACK J. HIRAI, Being first duly sworn, deposes and says:

That he is well acquainted with the Southeast quarter of the Northeast quarter (SE1/4) of Section One (1), Township Twelve (12) South, Range Twenty-seven (27), East of the Boise Meridian; that he knows of his own knowledge that during the month of March, 1962, the said land was owned by Cordie Brothers of Salt Lake City, Utah; that on or about the 11th day of March, 1962, Clarence D. Bishop, doing business as C.D. Bishop Drilling Co., commenced drilling operations in the Southeast corner of the said land, and did, between that date, and the 17th day of April, 1962, drill a 20 inch well on the premises, which said well was 640 feet deep; that the said well has been in existence ever since said time; that shortly after the completion of the said well, the well was tested, and produced approximately 220 inches of water with a pump setting of approximately 290 feet; that water from the said well was used beginning with the 1st day of July, 1963, and continuously through the months of July, August and September, 1963, for the purpose of irrigating agricultural crops raised on land located in said Section One (1), Township Twelve (12) South, Range Twenty-seven (27), EBM.

Jack J. Hirai
Jack J. Hirai

SUBSCRIBED AND Sworn to before me this 17th day of December, 1963.

Gene Baxter
Notary Public for Idaho,
Residing at Malta, Idaho

AFFIDAVIT

STATE OF IDAHO)

ss.

County of Cassia)

TODD KUWANA, Being first duly sworn, deposes and says:

That he is a farmer in the Malta area of Cassia County, State of Idaho; that he has farmed in the said area for a period over eight years; that he is well acquainted with the Southeast quarter of the Northeast quarter (SE1/4) of Section One (1), Township Twelve (12) South, Range Twenty-seven (27) EBM; that he knows of his own knowledge that during the month of March, 1962, the said land was owned by Condie Brothers of Salt Lake City, Utah; that on or about the 13th day of March, 1962, Clarence D. Bishop, doing business as C.D. Bishop Drilling Co., commenced drilling operations in the Southeast corner of the said land, and did on or about the 17th day of April, 1962, complete drilling a well at said place; that the said well has been in existence ever since said date; that affiant is informed and believes, and upon such information and belief alleges that the said well produces approximately 220 inches of water; that affiant knows of his own knowledge that water from the said well was used beginning with the 1st day of July, 1963, and continuously through the months of July, August and September, 1963, for the purpose of irrigating agricultural crops raised on land located in said Section One (1), Township Twelve (12), South, Range Twenty-seven (27) EBM.

Todd Kuwana
Todd Kuwana

SUBSCRIBED And Sworn to before me this 17th day of December, 1963.

LeRoy J. Kille
Notary Public for Idaho,
Residing at Burley, Idaho

May 12, 1969

Mr. Herman E. Becke
Attorney at Law
Box 249
Burley, Idaho

Re: Claim # 43-4002

Dear Mr. Becke:

We are in receipt of your letter of May 8, 1969, in which you pointed out the inconsistency in our recommendation that Mr. Hirai file an application for a permit.

This is to advise you that our letter of April 28, 1969, was sent in error and should be disregarded. The affidavits of Mr. Jack J. Hirai and Todd Kuwana in the file both indicate that the appropriation of water was commenced by the drilling of a well beginning in March of 1962. It is therefore our understanding that even though Mr. Hirai has claimed a priority of July 1, 1963, and the Legislature amended the law effective March 25, 1963, such amendment provided that "All proceedings commenced prior to the effective date of this Act for the acquisition of rights to the use of ground water under the provisions of Section 42-201 through 42-225, Idaho Code, may be completed under the provisions of said Sections."

It is therefore our understanding that Mr. Hirai's commencing of the drilling of the well initiated the right at a time prior to the Act of the Legislature which thereafter required a permit for appropriation.

I again request that you disregard our letter of April 28, 1969, and regret the confusion which may have been caused by this letter to your client.

Very truly yours,

R. KEITH HIGGINS
State Reclamation Engineer

RKH/jlb
cc: Jerry T. Hirai

43 4002

TEL. 678-2401

HERMAN E. BEDKE

ATTORNEY AT LAW
POST OFFICE BOX 240
BURLEY, IDAHO 83318

May 8, 1969

RECEIVED
MAY 9 1969
Department of Reclamation

State Reclamation Engineer
State House
Boise, Idaho 83701

Re: Claim No. 434002 and License No. G-31610

Dear Sir:

Mr. Hirai has consulted me relative to your letter of April 29, 1969. In reviewing the file, we find that a permit was issued for this well at one time and a license was issued for 4.21 second feet of water on the 3rd of August, 1965. At a later date, your office requested that we evidence our water right by a claim of right rather than by permit, which we did. The action requested of Mr. Hirai to file for a permit now appears to be going back to the original method of appropriation and rather than filing for a permit we would request that the original permit No. G-31610 be reinstated. If this is not possible, then we would like further instructions as to what date of priority we should use on the new permit which you request, in view of the fact that Mr. Hirai has used his well since the summer of 1963.

I would be glad to talk to you relative to this matter when you come down for the Tobin hearing next Tuesday.

Yours truly,

Herman E. Bedke
HERMAN E. BEDKE

HEB:BM

43 4002

April 28, 1969

Re: Claim No. 43-4002

Jerry T. Hirai

Malta, Idaho 83342

Dear Mr. Hirai:

The claim to a water right which you have filed with the Idaho Department of Reclamation under Sections 42-225 a and b, Idaho Code, has recently been reviewed. It is noted that the priority date you have claimed is subsequent to March 25, 1963. This date has been substantiated by the Idaho Supreme Court as the effective date of Idaho's mandatory permit appropriation system for ground water. The case in question is Carl E. Tappan, State Reclamation Engineer vs. Clyde B. Smith and Bonnie Smith in the Supreme Court of the State of Idaho, Case No. 10006, filed July 23, 1968.

"In 1963, by amendment, the legislature enacted the present version of I.C., Sec. 42-229, reading as follows:

"42-229. Methods of appropriation. -- The right to the use of ground water of this state may be acquired only by appropriation. Such appropriation may be perfected by means of the application, permit, and license procedure as provided in this act; provided, however, that in the event an appropriation has been commenced by diversion and application to beneficial use subsequent to the effective date of this act it may be perfected under such method of appropriation. All proceedings commenced prior to the effective date of this act for the acquisition of rights to the use of ground water under the provisions of sections 42-201--42-225, Idaho Code, may be completed under the provisions of said sections and rights to the use of ground water may be thereby acquired. But the administration of all rights to the use of ground water, whenever or however acquired, or to be acquired, shall, unless specifically excepted herefrom, be governed by the provisions of this act."

This section of the statute does not deny the right to appropriate ground water, but regulates the method and means by which one may perfect a right to the use of such water. The regulation is in accord with Article 15,

43 4002

Jerry T. Hirai
Page 2
April 28, 1969

Sections 1 and 3, of Idaho's Constitution, and with I.C. Sec. 42-103 and 42-226. Thereby, the legislature prescribed that from the effective date of the act which precedes the present action, the statutory method of appropriation would be the sole method of appropriating ground water. The trial court did not err in finding that our laws require an appropriator of ground water to follow the application, permit and license procedure of the Department of Reclamation."

This Supreme Court decision clearly establishes that any well constructed and used since March 25, 1963, without benefit of a permit, is without priority or water right until such time as a permit is filed and eventually perfected.

Please consider filing an application for permit, at once, in order to establish the earliest possible priority. We are also certain you will want the authority to be able to operate your well and irrigation system during the 1969 irrigation season.

Our office is open Monday thru Friday, 8:00 a.m. to 5:00 p.m., and our staff will be glad to assist you in any manner possible. The office telephone number is 344-5811, Ext. 511, 512, or 513.

Your assistance in this matter is greatly appreciated.

Very truly yours,

Donald W. McEldowney
Appropriation Examiner

DW:rh
enclosure: Application forms with instructions
cc: Herman E. Bedke
Attorney at Law
P. O. Box 249
Burley, Idaho 83318

43 4002

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 3103APPLICATION FOR TRANSFER OF WATER RIGHT **PROVED**
PART 1Name of applicant Deloss C. Stoker Phone (208) 654-2881
Post Office address Rt. 3, Box 3289, Burley, Idaho, 83318

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 Remove water from lands placed in CRP to cover lands presently irrigated Also to tie all points of diversion together in common system for delivery to various water rights.

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

1. Right Number Priority Amount (cfs/ao-ft) Nature of Use Period of Use
- | | | | | |
|---------|------------|------|-------------------|--------------|
| 43-2317 | 8/14/1948 | 2.50 | Irrig. | 4/15 to 10/1 |
| 43-2339 | 2/27/1950 | 6.00 | Irrig. & Domestic | |
| 43-2323 | 3/11/1955 | 4.10 | Irrig. | |
| 43-2467 | 12/23/1958 | 4.44 | Irrig. | |
| 43-2510 | 6/14/1961 | 3.15 | Irrig. | 4/15 to 10/1 |
| 43-4002 | 7/1/1963 | 4.21 | Irrig. | 4/1 to 10/31 |
2. Total amount of water being transferred 24.40 cubic feet per second and/or _____ acre-feet per annum.
3. Source of water Ground water tributary to _____
4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
	SE	SE	SE	35	11S	27E	Cassia	
	SE	SE	SE	36	11S	27E	"	
2		SW	NW	31	11S	28E	"	
	SE	SE	NE	1	12S	27E	"	
1		NE	NE	6	12S	28E	"	

5. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
11S	27E	35									40	37	40	40	40	40	40	40	317
		36	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	640
11S	28E	31									31	51	50	31					163
12S	27E	1	40	40	40	40	40	40	40	40									320
12S	28E	6	40	40			40	40											160

Total acres 1610

Page 2 of 16

Transfer No. _____

PART 1

6. General Information:

a. Description of diversion system Five deep wells with turbine pumps delivering to common pipeline network.

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 effect on the land now irrigated if the place of use is changed pursuant to this transfer:
Land has been placed in CRP and will not be irrigated.

d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. 43-2317/2339/2423/2467/2510/4002

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

Witness my hand this 11th day of August, 19 88

A. Glen Gayton
Chief, Operations Bureau

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 evidenced by:

- a. Decree No. _____ Decreed to _____
 in case of _____ vs. _____
 dated _____ in _____ county of _____
- b. License No. 43-2317 issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. 1679 which produced this right.

2. Attach a 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 Groundwater tributary to _____

4. Date or priority Aug 14, 1948

5. Water is used for the following purpose:

amount 2.50 cfs for Irrigation purposes from 4/15 to 10/1
 (cfs/ac-ft) _____ for _____ purposes from _____ to _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____ for _____ purposes from _____ to _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____

6. Total amount of water under right 2.50 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
1		NE	NE	6	12S	28E	Cassia	

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
12S	28E	6	40	40			40	40											160

Total acres 160

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

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 evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. 43-2339 Issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a 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 Groundwater tributary to _____4. Date or priority Feb. 27, 1950

5. Water is used for the following purpose:

amount 6.00 for Irrigation purposes from _____ to _____
(cfs/ac-ft)
amount _____ for Domestic purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 6.00 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		SE	NE	36	11S	27E	Cassia	

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
11S	27E	36	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	640

9. Describe any other water rights used for the same purpose as described above Total acres 640
43-2423 - groundwater -
2.50 being transferred

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 evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. 43-2423 issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a 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 Groundwater tributary to _____4. Date or priority March 1, 1955

5. Water is used for the following purpose:

amount 4.10 cfs for Irrigation purposes from _____ to _____
 amount _____ for _____ purposes from _____ to _____
 amount _____ for _____ purposes from _____ to _____
 amount _____ for _____ purposes from _____ to _____

6. Total amount of water under right 4.10 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		SE	NE	36	11S	27E	Cassia	
		SE	SE	36	11S	27E		

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
11S	27E	36	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	640

9. Describe any other water rights used for the same purpose as described above also being transferred.Total acres 64043-2339 - groundwater

Page 9 of 16

Transfer No. _____

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 evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. 43-2467 issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a 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 Groundwater ☐ Warranty Deed ☐ Other _____
3. Source of water Groundwater tributary to _____4. Date or priority Dec. 23, 1958

5. Water is used for the following purpose:

amount 4.44 for Irrigation purposes from _____ to _____
(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 4.44 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		SE	SE	35	11S	27E	Cassia	

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
11S	27E	35									40	37	40	40	40	40	40	40	317

Total acres 317

9. Describe any other water rights used for the same purpose as described above

43-2496 & 43-2589 (Licenses from surface water source)

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Transfer No. _____

**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 evidenced by:

- a. Decree No. _____ Decreed to _____
In case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. 43-2510 Issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. 1684 which produced this right.

2. Attach a 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 Groundwater tributary to _____

4. Date or priority June 18, 1961

5. Water is used for the following purpose:

amount 3.15 cfs for Irrigation purposes from 4/15 to 10/1
(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 3.15 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
1		NE	NE	6	12S.	28E	Cassia	

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
11S.	28E.	31			10	5			18	20	40	20			20	30			163

Total acres 163

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

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Transfer No. _____

**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 evidenced by:

a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____

b. License No. _____ Issued by the Idaho Department of Water Resources.

c. Claim No. 43-4002 on file with the Idaho Department of Water Resources.

d. Transfer No. _____ which produced this right.

2. Attach a 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 Groundwater tributary to _____

4. Date or priority July 1, 1963

5. Water is used for the following purpose:

amount 4.21 cfs for Irrigation purposes from 4/1 to 10/31
amount _____ for _____ purposes from _____ to _____
amount _____ for _____ purposes from _____ to _____
amount _____ for _____ purposes from _____ to _____

6. Total amount of water under right 4.21 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	%	%	%	Sec.	Twp.	Rge.	County	Local name for diversion
		SE	NE	1	12S	27E	Cassia	

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
12S.	27E.	1	40	40	40	40	40	40	40	40									320
			41.1	41.2			41.3	41.4											

9. Describe any other water rights used for the same purpose as described above None Total acres 320

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

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



Page 16 of 16

Transfer No. _____

PART 3

B. CHANGES IN NATURE OF USE

1.

<u>New Nature of Use</u>	<u>Amount</u> <u>(cfs/ac-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.

[Signature]
(Signature of Applicant)

Subscribed and sworn to before me this 25th day of January, 19 88.

Mary A. Baldwin
(Notary Public)

My commission expires 10/16/1992

FOR DEPARTMENT USE ONLY

Transfer contains 16 pages and _____ attachments

Received by M. Baldwin Date 1/25/88

Protest filed by None

Prelim. check by [Signature] Fee 50.00

Received by M. Baldwin Date 1/25/88

Published in South Idaho Press

Copies of protest forwarded by _____

Pub. dates 2/18 & 2/25/88

Hearing held by _____ Date _____

Watermaster recommendation requested on 1/14

Recommended for ☒ approval ☐ denial

rec'd. _____

by Allen [Signature]

Copy of transfer sent to lien holder _____

WR5747NP

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHTS NUMBER INDEX

DATE: 03/04/98
PAGE: 1

WATER RIGHT
NUMBER

NAME

CFS

43-04002

RIGHT SPLIT INTO PARTS A & B THRU APPROVED TRANSFER 5124.

43-04002A

STOKER , DELOSS C

3.99

43-04002B

BUCK , THAYNE
BUCK , MARILYN

0.22