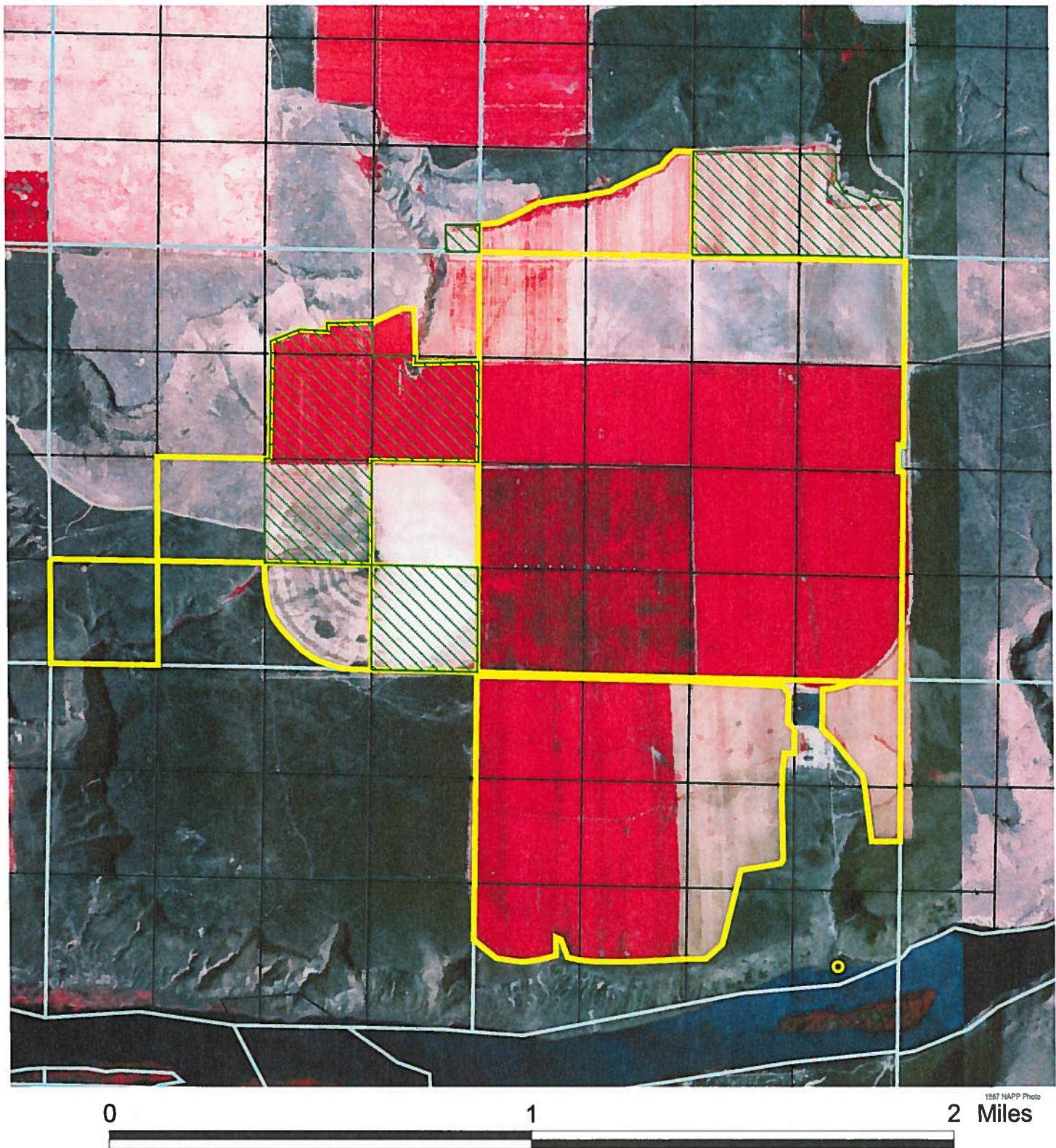


Idaho Department of Water Resources



Sunset Ridge LLC Application
Legal: 05S 06E, S24, 25, 26 & 36
Reviewed By: SJR

- Point of Diversion
- ▨ Sunset_Ridge_LLC_Overlapping_Claim_2_7284_POU
- ▨ Sunset_Ridge_LLC_Offer_To_Sell_POU
- Section Lines
- Quarter Quarter Lines



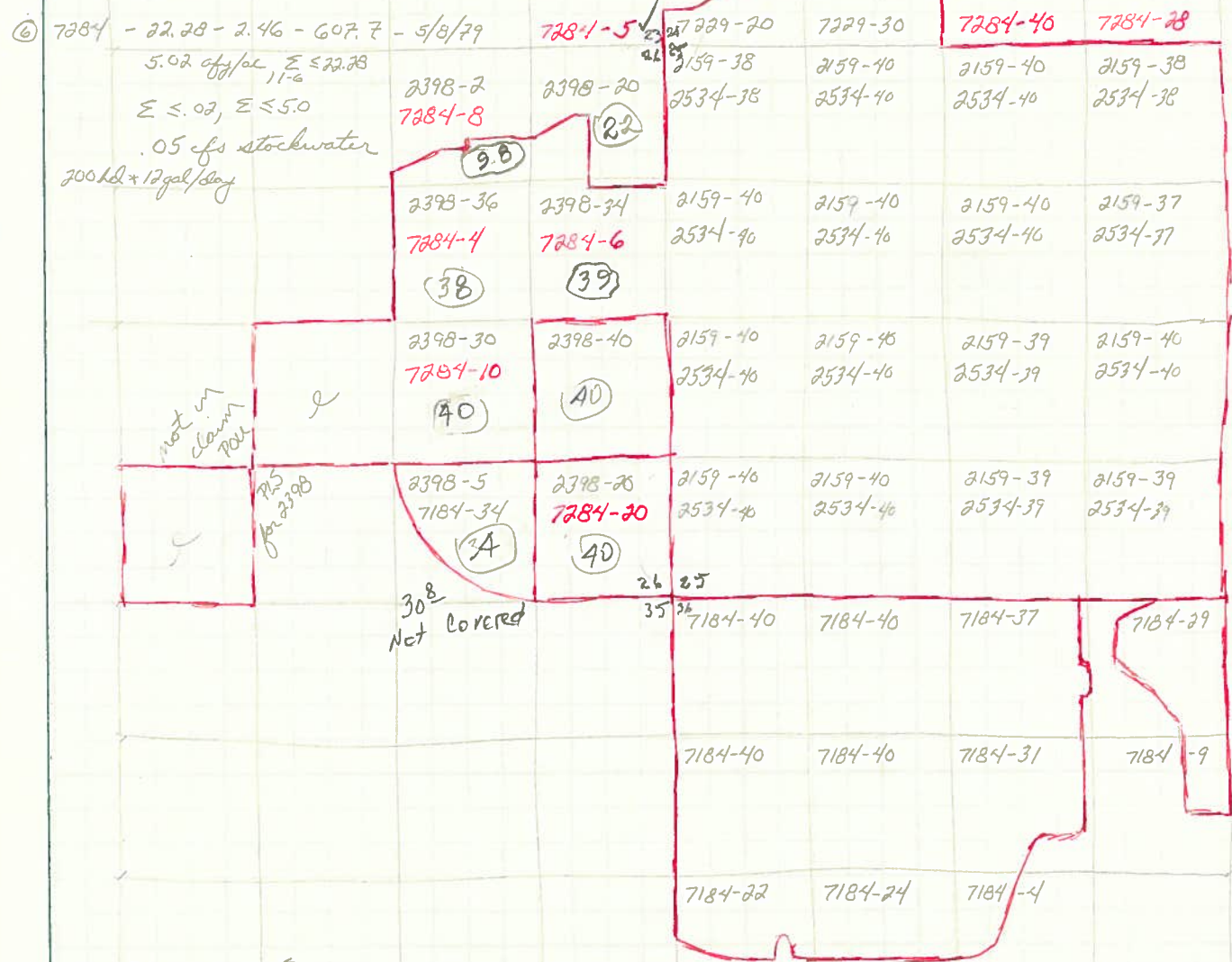
Sunset Ridge LLC

- ① 2159 - works 19.42 - 12 cfs - 3150 - 12/14/60 - 4 @ 400 hp
- ② 2354 - works 19.42 - 0.6 cfs - 388.7 - 2/10/64
- ③ 2398 - " - 3.74 - 935 - 10/1/66
- ④ 7184 - capacity 16.3 - 7.0 - 1750 - 12/19/74 + 2 @ 100 hp booster
- ⑤ 7229 - cap 22.28 - 1.0 - 250 4/16/76

630 AC
7150 AF

5 cfs/ac
612 cfs/ac
5 cfs/ac
5 cfs/ac

4/1-
10/30
me
- 20



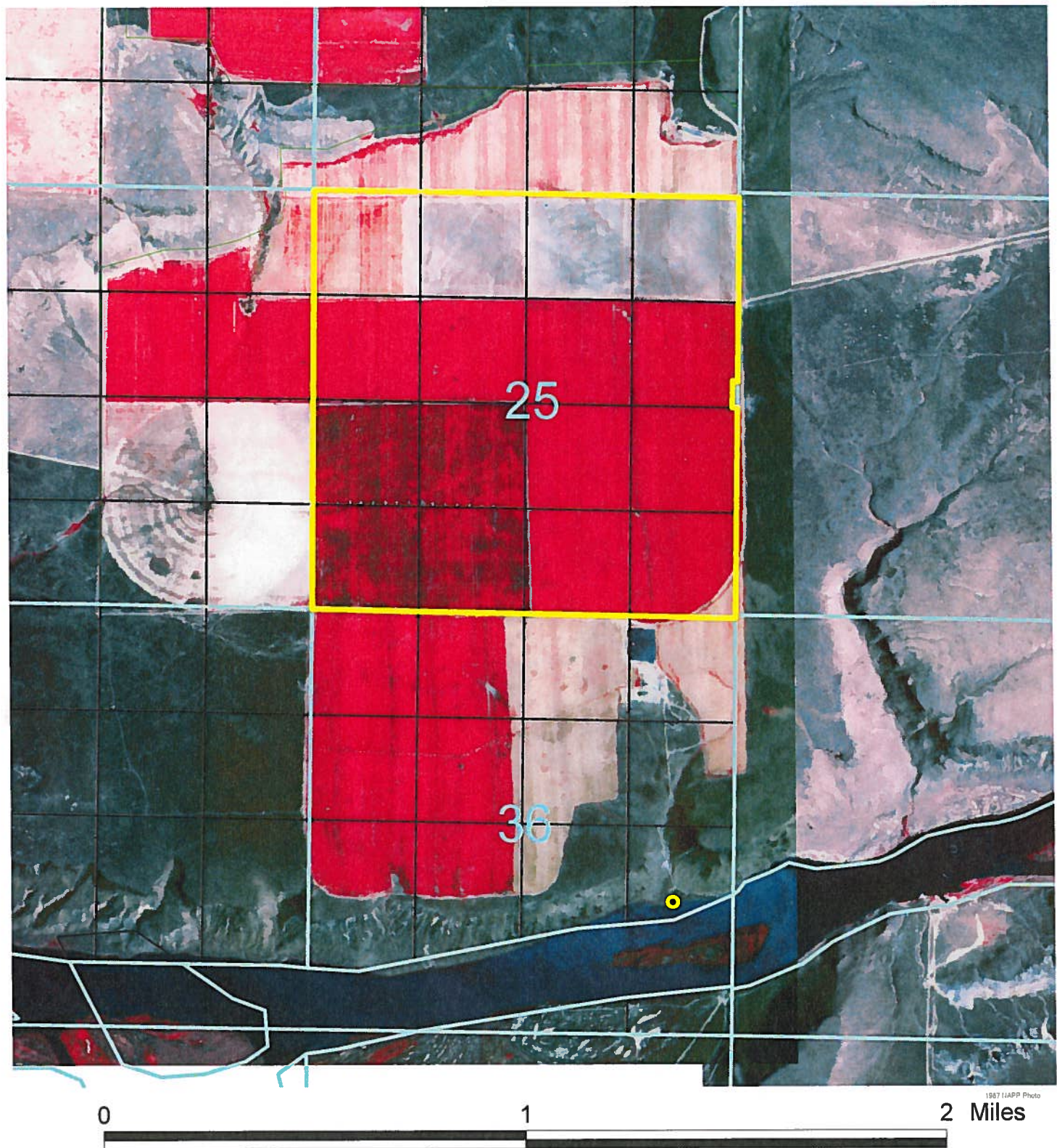
not in offer?

$7284 - 2.46 \text{ cfs} - 121 \text{ ac} = .02 \text{ cfs/ac}$

$2398 - 3.74 \text{ cfs} - 187 \text{ ac} = .02 \text{ cfs/ac}$
 $7184 - 8 \text{ cfs} - 350 \text{ ac} = 0.0228 \text{ cfs/ac}$
 $7229 - 1 \text{ cfs} - 50 \text{ ac} = 0.02 \text{ cfs/ac}$

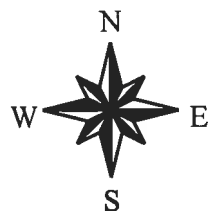
$\left\{ \begin{array}{l} 2159 - 12 \text{ cfs} \quad 630 \text{ ac} = 0.019 \text{ cfs/ac} \\ 2354 - .6 \text{ cfs} \quad 630 \text{ ac} \end{array} \right.$
 $\rightarrow 12.6 \text{ cfs} \quad 630 \text{ ac} = 0.02 \text{ cfs/ac}$

Idaho Department of Water Resources



Claim Number: 02-02159
Legal: 05S 06E, S25 & 36
Reviewed By: SJR

- Point of Diversion
- Place of Use
- Section Lines
- Quarter Quarter Lines



01/28/2005

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

RIGHT NUMBER: 2-2159

NAME AND ADDRESS: SUNSET RIDGE LLC
PO BOX 1207
MOUNTAIN HOME ID 83647

SOURCE: SNAKE RIVER

TRIBUTARY: COLUMBIA RIVER

QUANTITY: 12.000 CFS

3,150.000 AFY

PRIORITY DATE: 12/14/1960

POINT OF DIVERSION:

T05S R06E S36 NESE Lot 1 Within ELMORE County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/15 11/15

12.000 CFS
3,150.00 AFY

PLACE OF USE: IRRIGATION Within ELMORE County

T05S R06E S25	NENE	38.0	T05S R06E S25	NWNE	40.0
T05S R06E S25	SWNE	40.0	T05S R06E S25	SENE	37.0
T05S R06E S25	NENW	40.0	T05S R06E S25	NWNW	38.0
T05S R06E S25	SWNW	40.0	T05S R06E S25	SENW	40.0
T05S R06E S25	NESW	40.0	T05S R06E S25	NWSW	40.0
T05S R06E S25	SWSW	40.0	T05S R06E S25	SESW	40.0
T05S R06E S25	NESE	40.0	T05S R06E S25	NWSE	39.0
T05S R06E S25	SWSE	39.0	T05S R06E S25	SESE	39.0

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: License

Water Right 2-2159 1

State of Idaho
Department of Water Administration

LICENSE OF WATER RIGHT

License of Water Right No. 29214/02-2159 Priority Dec. 14, 1960 Amount 12.0 cfs

THIS IS TO CERTIFY, that The Travelers Insurance Company
of Portland, Oregon, has complied with the terms and conditions of Permit
No. 29214/02-2159 issued pursuant to Application for Permit dated December 14, 1960
and has submitted proof to the Department of Water Administration on August 7, 1964
that he has applied water to a beneficial use; an examination by the Department indicates that the
works have a capacity of 19.42 cfs, and that the water has in fact been applied to a
beneficial use; a right to the use of water from the Snake River
tributary of the Columbia River, is hereby confirmed in the following amounts:
Amount 12.0 cfs for irrigation from March 15 to Nov. 15 (both dates inclusive)
Amount _____ for _____ from _____ to _____ (both dates inclusive)
Amount _____ for _____ from _____ to _____ (both dates inclusive)
Subject, however, to the condition that no more than 12.0 cfs of water be diverted at
any one time, said waters to be diverted within the _____

Lot # 1 (NE $\frac{1}{4}$ SE $\frac{1}{4}$), Sec. 36, Twp. 5 S, Rge. 6 E, B.M.

in the county of Elmore; and that the amount of water so diverted and to which such
right is entitled and confirmed is for the purposes aforesaid and is limited to the amount which can
actually be beneficially used and shall not exceed 3,150 acre feet per year or
5.0 acre feet per acre.

Description and location of place of use:

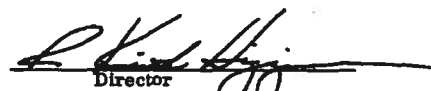
TWP.	RANGE	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
5 S	6 E	25	38	40	40	37	40	38	40	40	40	40	40	40	40	39	39	39	630

Total number of acres irrigated 630

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

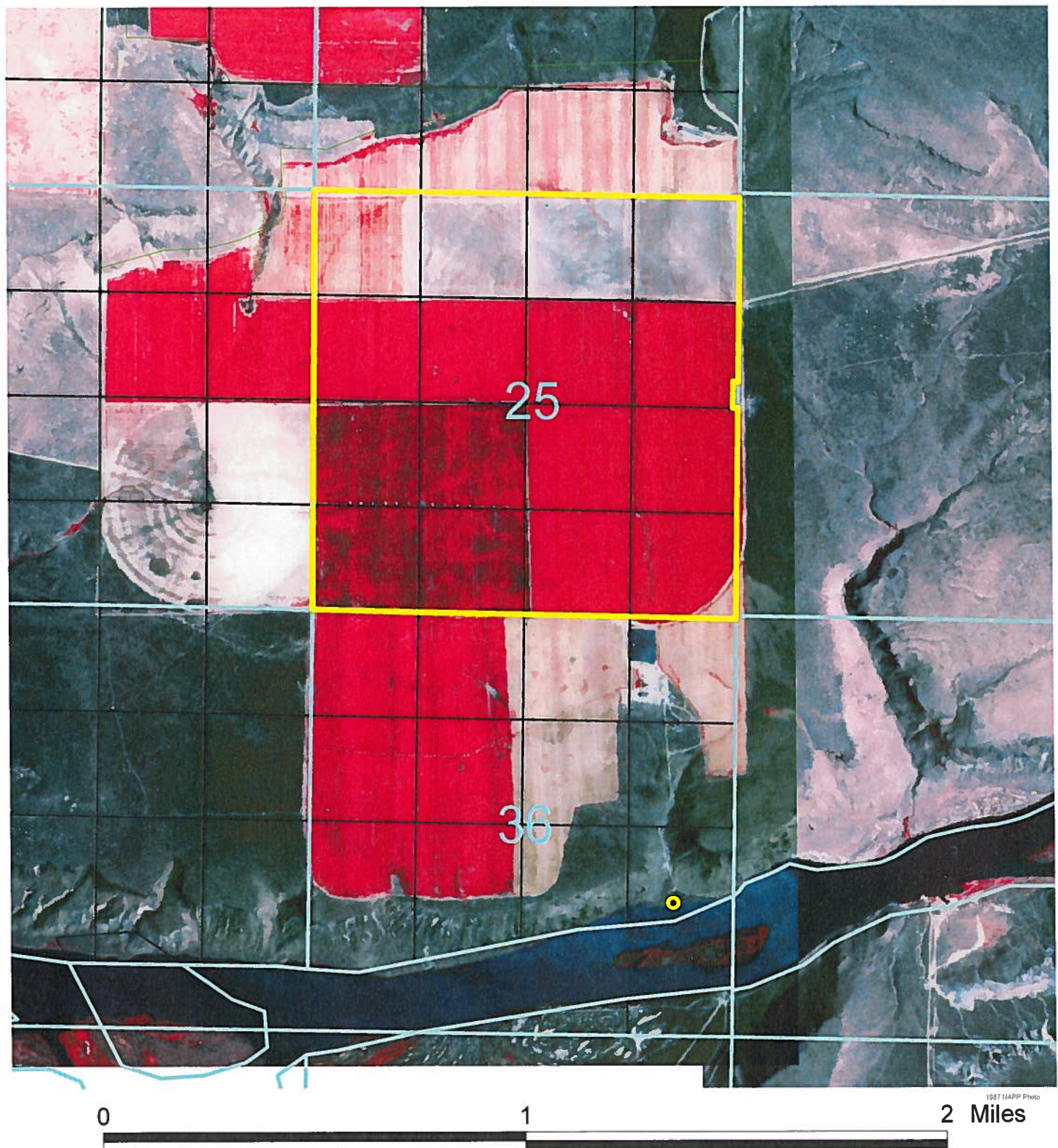
Witness the seal and signature of the Director, affixed at Boise, Idaho, this 23 day of

March, 19 72.


Director
292159

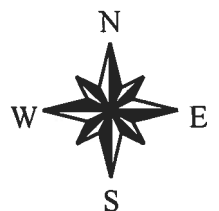
642.2 * .05 = 32.11
630 * 1.05 = 661.5

Idaho Department of Water Resources



Claim Number: 02-02354
Legal: 05S 06E, S25 & 36
Reviewed By: SJR

- Point of Diversion
- Place of Use
- Section Lines
- Quarter Quarter Lines



01/28/2005

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

RIGHT NUMBER: 2-2354

NAME AND ADDRESS: SUNSET RIDGE LLC
PO BOX 1207
MOUNTAIN HOME ID 83647

SOURCE: SNAKE RIVER

TRIBUTARY: COLUMBIA RIVER

QUANTITY: 0.600 CFS

This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 5.0 afa per acre for the lands above.

PRIORITY DATE: 07/10/1964

POINT OF DIVERSION:

T05S R06E S36 NESE Lot 1 Within OWYHEE County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
IRRIGATION

PERIOD OF USE
03/15 11/15

QUANTITY
0.600 CFS

PLACE OF USE: IRRIGATION Within OWYHEE County

T05S R06E S25	NENE	38.0	T05S R06E S25	NWNE	40.0
T05S R06E S25	SWNE	40.0	T05S R06E S25	SENE	37.0
T05S R06E S25	NENW	40.0	T05S R06E S25	NWNW	38.0
T05S R06E S25	SWNW	40.0	T05S R06E S25	SENW	40.0
T05S R06E S25	NESW	40.0	T05S R06E S25	NWSW	40.0
T05S R06E S25	SWSW	40.0	T05S R06E S25	SESW	40.0
T05S R06E S25	NESE	40.0	T05S R06E S25	NWSE	39.0
T05S R06E S25	SWSE	39.0	T05S R06E S25	SESE	39.0

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: License

State of Idaho
Department of Water Administration

LICENSE OF WATER RIGHT

License of Water Right No. 31991/02-2354 Priority July 10, 1964 Amount 0.60 cfs

THIS IS TO CERTIFY, that The Travelers Insurance Company ✓
of Portland, Oregon, has complied with the terms and conditions of Permit
No. 31991/02-2354 issued pursuant to Application for Permit dated July 10, 1964 ✓,
and has submitted proof to the Department of Water Administration on August 21, 1970,
that he has applied water to a beneficial use; an examination by the Department indicates that the
works have a capacity of 19.42 cfs, and that the water has in fact been applied to a
beneficial use; a right to the use of water from the Snake River ✓
tributary of the Columbia River, is hereby confirmed in the following amounts:
Amount 0.60 cfs for irrigation ✓ from March 15 to Nov. 15 (both dates inclusive)
Amount _____ for _____ from _____ to _____ (both dates inclusive)
Amount _____ for _____ from _____ to _____ (both dates inclusive)
Subject, however, to the condition that no more than 0.60 cfs of water be diverted at
any one time, said waters to be diverted within ~~the~~ _____

Lot # 1 (NE 1/4 SE 1/4), Sec. 36, Twp. 5 S, Rge. 6 E, B.M.

in the county of Elmore; and that the amount of water so diverted and to which such
right is entitled and confirmed is for the purposes aforesaid and is limited to the amount which can
actually be beneficially used and shall not exceed 388.7 acre feet per year or _____
5.0 acre feet per acre.

Description and location of place of use:

TWP.	RANGE	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
5 S	6 E	25	38	40	40	37	40	38	40	40	40	40	40	40	40	39	39	39	630

Total number of acres irrigated 630

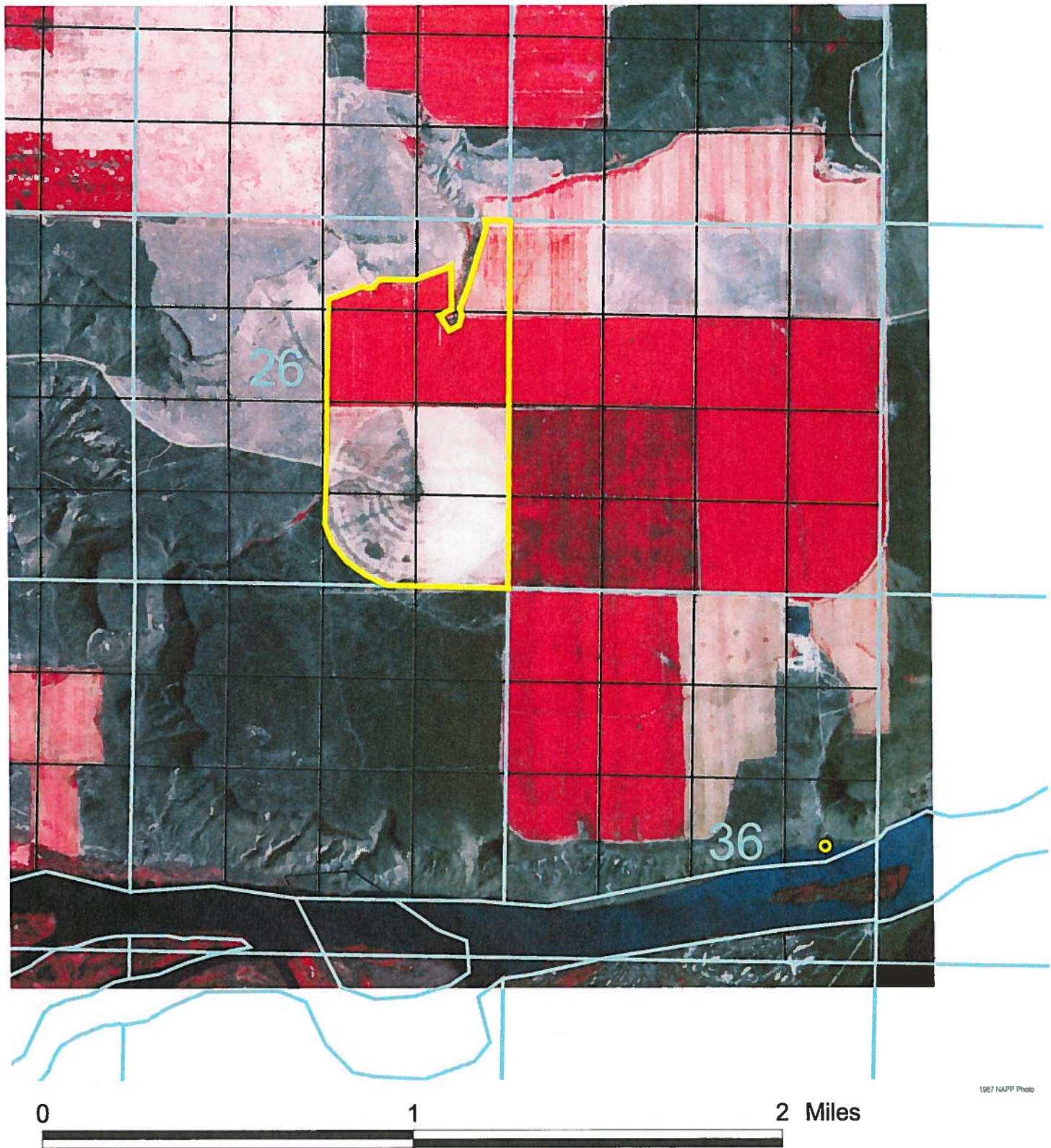
The right to the use of the water hereby confirmed is restricted and appurtenant to the lands
or place of use herein described, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 23 day of
March, 19 72.

[Signature]
Director

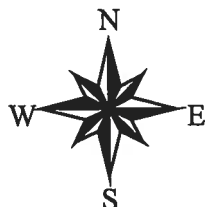
[Handwritten notes in right margin:]
JFM
318814 →
ND
1531 →
388.7 ac = 0.617 ac
630 ac
(246 ac) × (0.6 cfs) × (60 min) × (24 hr) = 73560 ac
GCM * 1.9835 ac 245 d = 292 ac

Idaho Department of Water Resources



Claim Number: 02-02398
Legal: 05S 06E, S26 & 36
Reviewed By: SJR

-  Point of Diversion
-  Place of Use
-  Section Lines
-  Quarter Quarter Lines



01/28/2005

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

RIGHT NUMBER: 2-2398
NAME AND ADDRESS: SUNSET RIDGE LLC
PO BOX 1207
MOUNTAIN HOME ID 83647
SOURCE: SNAKE RIVER TRIBUTARY: COLUMBIA RIVER
QUANTITY: 3.740 CFS
935.000 AFY
PRIORITY DATE: 10/01/1966
POINT OF DIVERSION:

T05S R06E S36 NESE Lot 1 Within ELMORE County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	03/15 11/15	3.740 CFS 935.00 AFY

PLACE OF USE: IRRIGATION Within ELMORE County

T05S R06E S26	NENE	22.0	T05S R06E S26	NWNE	22.0
T05S R06E S26	SWNE	38.0	T05S R06E S26	SENE	38.0
T05S R06E S26	NESE	40.0	T05S R06E S26	NWSE	40.0
T05S R06E S26	SWSE	39.0	T05S R06E S26	SESE	40.0

265.8 ACRES TOTAL

This right is limited to the irrigation of 187 acres within the place of use described above in a single irrigation season.

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

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: License

1/28/05
C - Δ P04

State of Idaho
Department of Water Administration

LICENSE OF WATER RIGHT

License of Water Right No. 33337/02-2398 Priority Oct. 1, 1966 Amount 3.74 cfs

THIS IS TO CERTIFY, that The Travelers Insurance Company
of Portland, Oregon, has complied with the terms and conditions of Permit
No. 33337/02-2398 issued pursuant to Application for Permit dated October 1, 1966,
and has submitted proof to the Department of Water Administration on August 21, 1970,
that he has applied water to a beneficial use; an examination by the Department indicates that the
works have a capacity of 19.42 cfs, and that the water has in fact been applied to a
beneficial use; a right to the use of water from the Snake River
tributary of the Columbia River, is hereby confirmed in the following amounts:
Amount 3.74 cfs for irrigation from March 15 to Nov. 15 (both dates inclusive)
Amount _____ for _____ from _____ to _____ (both dates inclusive)
Amount _____ for _____ from _____ to _____ (both dates inclusive)
Subject, however, to the condition that no more than 3.74 cfs of water be diverted at
any one time, said waters to be diverted within the _____

Lot # 1 (NE $\frac{1}{4}$ SE $\frac{1}{4}$), Sec. 36, Twp. 5 S, Rge. 6 E, B.M.

in the county of Elmore; and that the amount of water so diverted and to which such
right is entitled and confirmed is for the purposes aforesaid and is limited to the amount which can
actually be beneficially used and shall not exceed 935 acre feet per year or
5.0 acre feet per acre.

Description and location of place of use:

TWP.	RANGE	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
5 S	6 E	26	20	2	36	34									40	30	5	20	187

Total number of acres irrigated 187

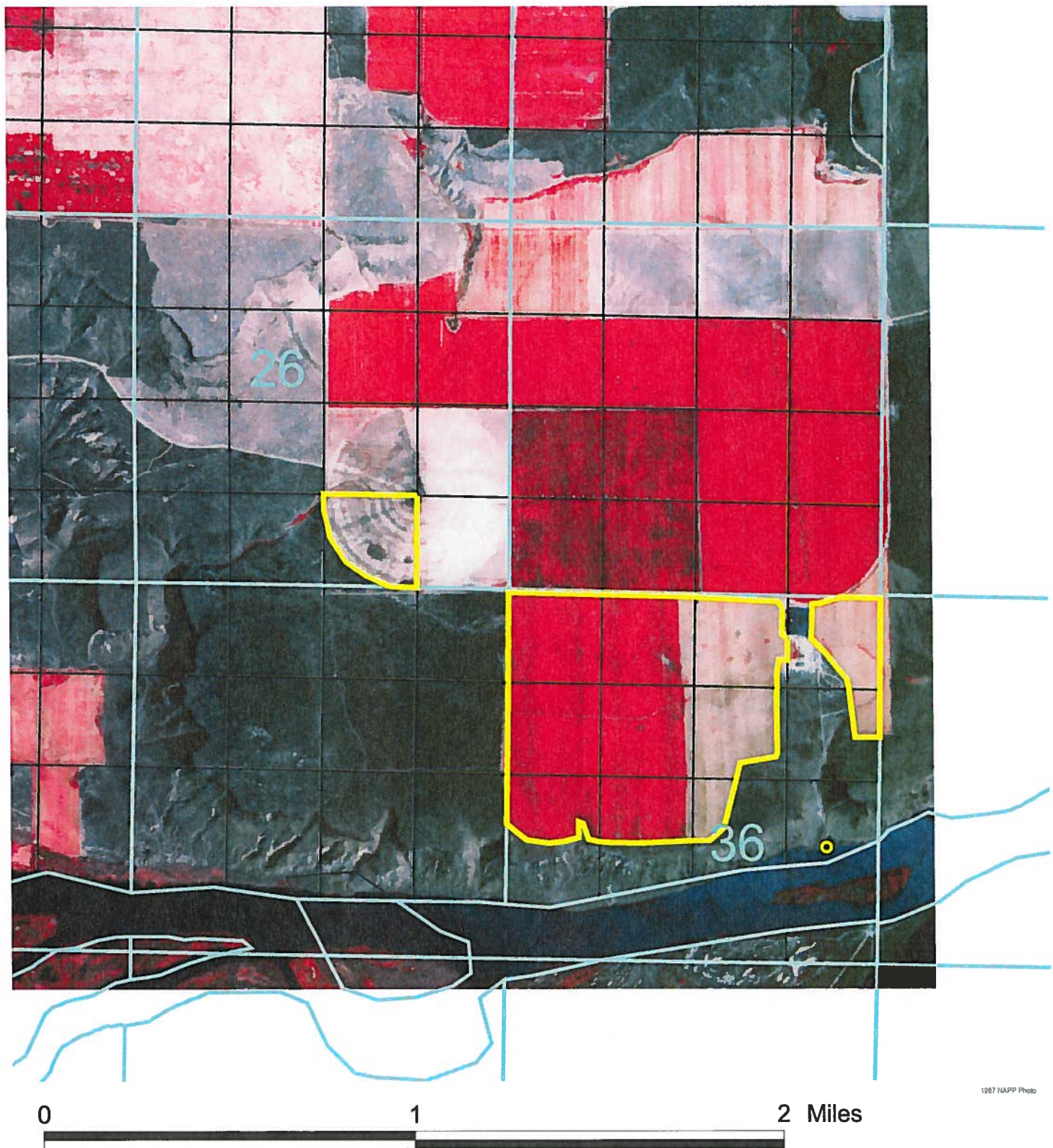
The right to the use of the water hereby confirmed is restricted and appurtenant to the lands
or place of use herein described, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 23 day of

March, 19 72.


Director

Idaho Department of Water Resources



Claim Number: 02-07184
Legal: 05S 06E, S26 & 36
Reviewed By: SJR

- Point of Diversion
- Place of Use
- Section Lines
- Quarter Quarter Lines



01/28/2005

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

RIGHT NUMBER: 2-7184
NAME AND ADDRESS: SUNSET RIDGE LLC
PO BOX 1207
MOUNTAIN HOME ID 83647
SOURCE: SNAKE RIVER TRIBUTARY: COLUMBIA RIVER
QUANTITY: 7.000 CFS
1,750.000 AFY
USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL
COMBINED DIVERSION RATE OF 22.28 CFS. COMBINED RIGHT NOS.:
02-02159, 02-02354, 02-02398
PRIORITY DATE: 12/19/1974
POINT OF DIVERSION:

T05S R06E S36 NESE Lot 1 Within ELMORE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	7.000 CFS 1,750.00 AFY

The period of use for the irrigation described in this approval may be extended to a beginning date of 3/15 and an ending date of 11/15 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 4/1 and after 10/31 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE: IRRIGATION Within ELMORE County

T05S R06E S26	SWSE	40.0	T05S R06E S35	NENE	0.1
T05S R06E S36 Lot 2		10.0	T05S R06E S36 Lot 3		28.0
T05S R06E S36 Lot 4		27.0	T05S R06E S36	NENE	24.0
T05S R06E S36	NWNE	36.0	T05S R06E S36	SWNE	33.0
T05S R06E S36	SENE	6.2	T05S R06E S36	NENW	39.0
T05S R06E S36	NWNW	39.0	T05S R06E S36	SWNW	40.0
T05S R06E S36	SENE	40.0			

362.3 ACRES TOTAL

This right is limited to the irrigation of 350 acres within the place of use described above in a single irrigation season.

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

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: License

Water Right 2-7184

WATER RIGHT LICENSE

THIS IS TO CERTIFY, that OLON F., CARLOS O. CRANDALL &/or KEITH L. CHRISTENSEN
of Mountain Home, Idaho, has complied with the terms and conditions of Permit
No. 02-7184 issued pursuant to Application for Permit dated December 19, 1974,
and has submitted proof to the Department of Water Resources on May 8, 1979,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 16.3 cfs of water from Snake River,
tributary to Columbia River, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Subject, however, to the condition that no more than 7.0 cfs of water be diverted at any one time, and that the amount of water so diverted and to which such right is entitled and confirmed for the purpose aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed 1750 acre feet per year, said waters to be diverted within the Lot 1 (NE 1/4), Sec. 36,
Twp. 5S, Rge. 6E, B.M. in the County of Elmore

Twp.	Range	Section																Totals	
		NEW				NWN				SWN				SEW					
		N	NW	SE	NE	N	NW	SE	NE	N	NW	SE	NE	N	NW	SE	NE		
5S	6E	26																24	34
		36	29	37	41	40	40	40	24								4		316

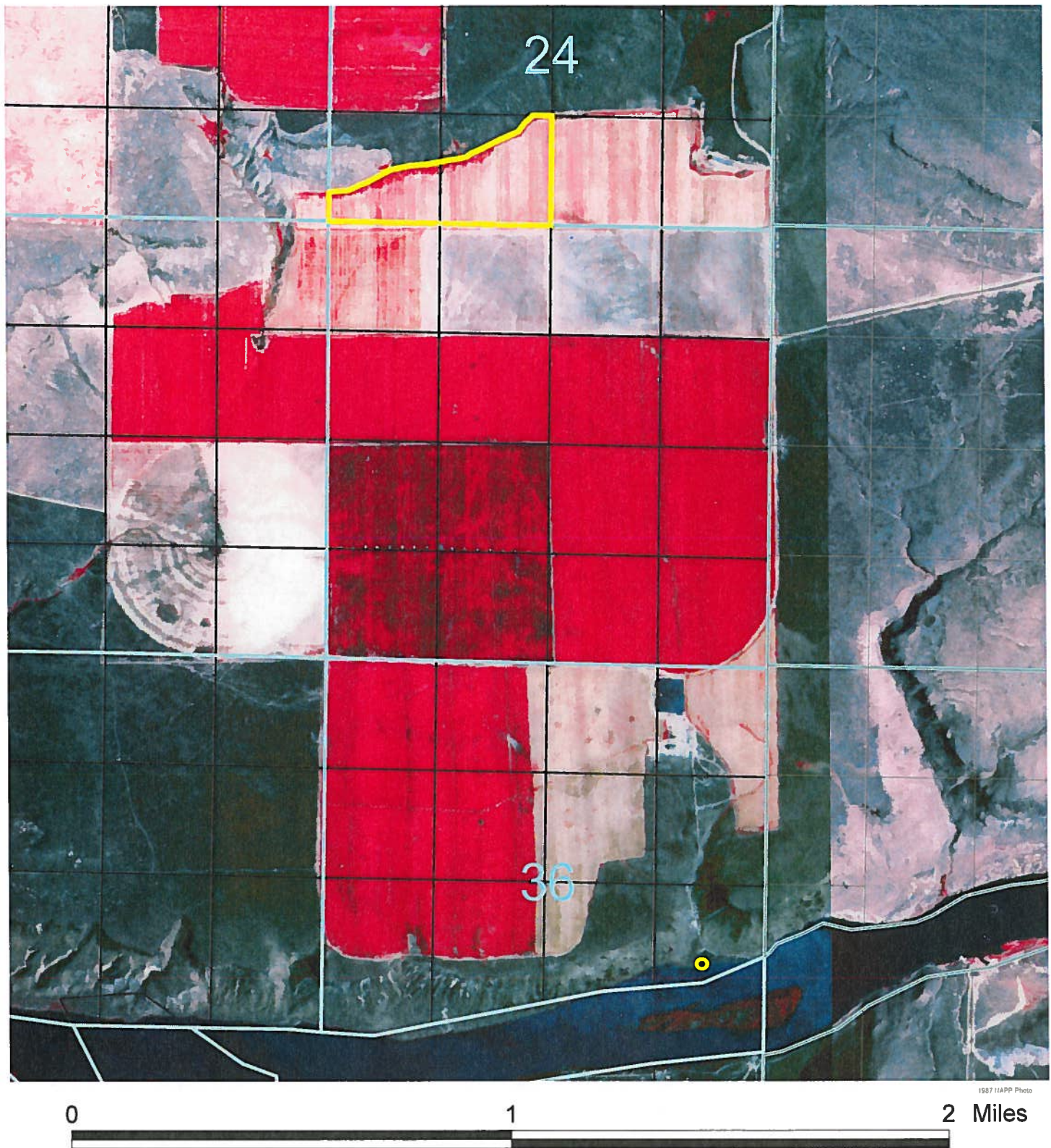
Condition:

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 29th day of February, 19 80.

Deputy ~~Director~~

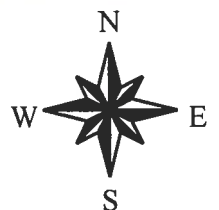
MICROFILMED

Idaho Department of Water Resources



Claim Number: 02-07229
Legal: 05S 06E, S24 & 36
Reviewed By: SJR

- Point of Diversion
- Place of Use
- Section Lines
- Quarter Quarter Lines



01/28/2005

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

RIGHT NUMBER: 2-7229

NAME AND ADDRESS: SUNSET RIDGE LLC
PO BOX 1207
MOUNTAIN HOME ID 83647

SOURCE: SNAKE RIVER

TRIBUTARY: COLUMBIA RIVER

QUANTITY: 1.000 CFS
250.000 AFY

✓ USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL
COMBINED DIVERSION RATE OF 22.28 CFS. COMBINED RIGHT NOS.:
02-02159, 02-02354, 02-02398, 02-07814

PRIORITY DATE: 04/16/1976

POINT OF DIVERSION:

T05S R06E S36 NESE Lot 1 Within ELMORE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 11/15	1.000 CFS 250.00 AFY

PLACE OF USE: IRRIGATION Within ELMORE County

T05S R06E S24	SWSW	20.0	T05S R06E S24	SESW	30.0
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50 ACRES TOTAL

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

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: License

Water Right 2-7229

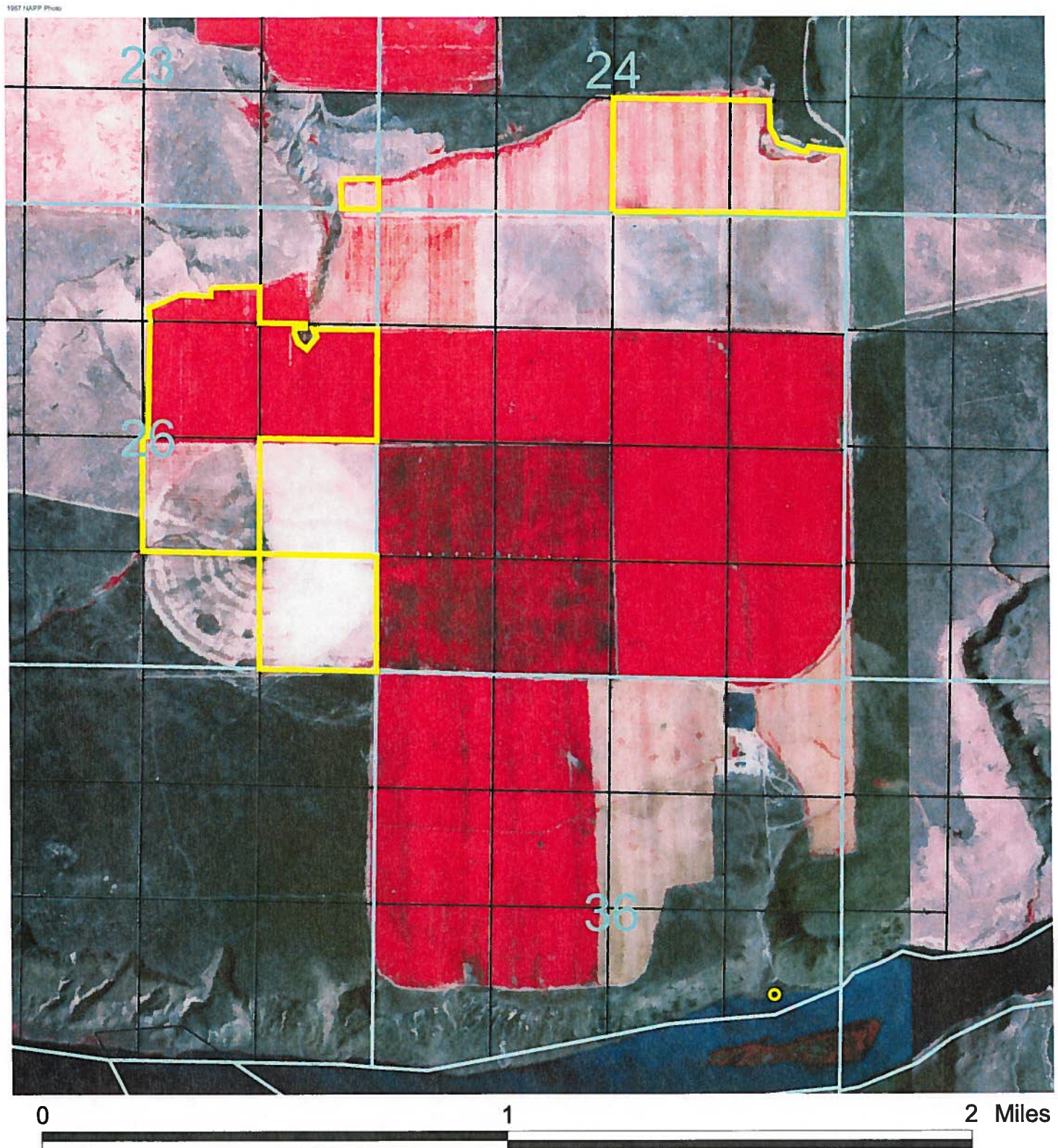
1

WATER RIGHT LICENSE

Acting for the Director

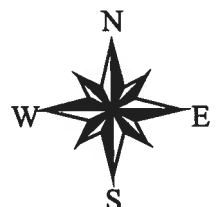
Woman C Young
Director

Idaho Department of Water Resources



Claim Number: 02-07284
Legal: 05S 06E, S23, 24, 26 & 36
Reviewed By: SJR

- Point of Diversion
- Place of Use
- Section Lines
- Quarter Quarter Lines



01/31/2005

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

RIGHT NUMBER: 2-7284

NAME AND ADDRESS: SUNSET RIDGE LLC
PO BOX 1207
MOUNTAIN HOME ID 83647

SOURCE: SNAKE RIVER

TRIBUTARY: COLUMBIA RIVER

QUANTITY: 2.460 CFS
607.700 AFY

Expt — This right when combined with all other rights shall provide no more than 0.02 cfs nor more than 5.0 afa at the field headgate for irrigation of the land described above.

Rights 02-02159, 02-02354, 02-02398, 02-07184, 02-07229 and 02-07284 when combined shall not exceed a total diversion rate of 22.28 cfs.

PRIORITY DATE: 05/08/1979

POINT OF DIVERSION:

T05S R06E S36 NESE Lot 1 Within ELMORE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 11/15	2.420 CFS 2.70 AFY
STOCKWATER	01/01 12/31	0.040 CFS 605.00 AFY

PLACE OF USE: IRRIGATION Within ELMORE County

T05S R06E S23	SESE	5.0'	T05S R06E S24	SWSE	40' 39.0'
T05S R06E S24	SESE	28.0'	T05S R06E S26	NWNE	8.0'
T05S R06E S26	4 SWNE	38.0'	T05S R06E S26	SENE	29.0' 6
T05S R06E S26	10 NWSE	40.0' 10	T05S R06E S26	SESE	40.0' 20

STOCKWATER same as IRRIGATION

121 237 ACRES TOTAL

added 2 6/24/05
This right is limited to the irrigation of 121 acres within the place of use described above in a single irrigation season.

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

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: License

Water Right 2-7284

1

MD Jones — *APOL*

State of Idaho
Department of Water Resources
WATER RIGHT LICENSE

License of Water Right No. 02-7284 Priority May 8, 1979 Amount 2.46 cfs

THIS IS TO CERTIFY, that Virgil Jahnke
of American Falls, Idaho, has complied with the terms and conditions of Permit
No. 02-7284 issued pursuant to Application for Permit dated May 8, 1979,
and has submitted proof to the Department of Water Resources on April 10, 1984,
that he has applied water to a beneficial use, an examination by the Department indicates that the works have a
capacity for the diversion of 22.26 cfs of water from SNAKE RIVER,
tributary to COLUMBIA RIVER, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
Irrigation	from <u>March 15</u> to <u>November 15</u>	at <u>2.42</u> cfs and	<u>62.0</u> acre feet
Stockwater	from <u>January 1</u> to <u>December 31</u>	at <u>0.04</u> cfs and	<u>2.7</u> acre feet
	from _____ to _____	at _____ cfs and	

(both dates inclusive)

Subject, however, to the condition that no more than 2.46 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled, and confirmed for the purpose
aforementioned is limited to the amount which can actually be beneficially used and shall not exceed
607.7 acre feet per year, said waters to be diverted within the NE 1/4 Sec. 23, Twp. 5S, R. 6E
Section 36, Twp. 5S, R. 6E in the County of Blaine

Description and location of place of use:

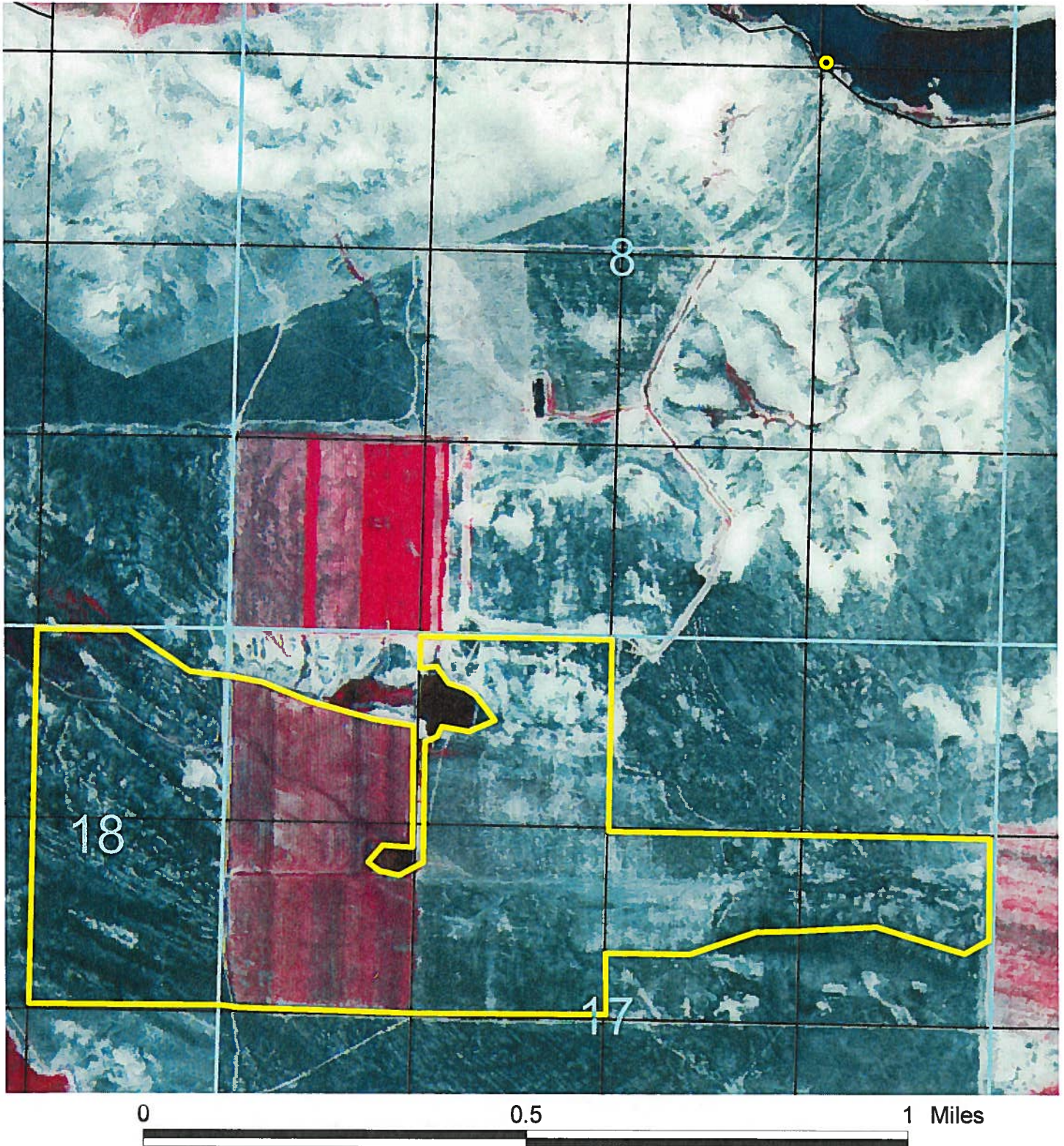
Twp.	Range	Sec.	NE 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
5S	6E	23								5	5
		24							40	28	68
		26		8	4	6			10	20	48

Total number of acres irrigated 121

MICROFILMED

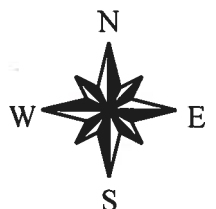
Idaho Department of Water Resources

1987 UAPP Photo



Claim Number: 02-2259
Legal: T04S R02E, S 8, 17 & 18
Reviewed by: SJR 2/24/05

-  Point of Diversion
-  Place of Use
-  Section Lines
-  Quarter Quarter Lines



02/24/2005

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

RIGHT NUMBER: 2-2259

NAME AND ADDRESS: HILL WAY INC
3895 GIRDNER LN
MERIDIAN ID 83642

SOURCE: SNAKE RIVER

TRIBUTARY: COLUMBIA RIVER

QUANTITY: 5.140 CFS
1,285.000 AFY

PRIORITY DATE: 12/18/1963

POINT OF DIVERSION:

T04S R02E S8 NENE Within OWYHEE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	5.140 CFS 1,285.00 AFY

The use of water for irrigation under this right may begin as early as March 1 and may continue to as late as November 15, provided other elements of the right are not exceeded. The use of water before April 1 and after October 31 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE: IRRIGATION Within OWYHEE County

T04S R02E S17	SWNE	24.0	T04S R02E S17	SENE	21.0
T04S R02E S17	NENW	35.0	T04S R02E S17	NWNW	25.0
T04S R02E S17	SWNW	38.0	T04S R02E S17	SENE	39.0
T04S R02E S18	NENE	36.0	T04S R02E S18	SENE	39.0

257 ACRES TOTAL

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

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: License

Water Right 2-2259

1

C —  FOL
? COS added (app/cond)
3/23/05
A

State of Idaho
Department of Water Administration

WATER RIGHT LICENSE

License of Water Right No. 31606/02-2259 Priority Dec. 18, 1963 Amount 5.14 cfs

THIS IS TO CERTIFY, that REX G. STEINER
of Oreana, Idaho, has complied with the terms and conditions of Permit
No. 31606/02-2259 issued pursuant to Application for Permit dated December 18, 1963,
and has submitted proof to the Department of Water Administration on September 24, 1973,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 5.23 cfs of water from the Snake River,
tributary to the Columbia River, and that the permit holder has applied to a beneficial use &
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
<u>Irrigation</u>	from <u>April 1</u> to <u>Oct. 31</u>	at <u>5.14</u> cfs and	<u>1,285 acre feet or</u> <u>5.0 af per acre</u>
	from _____ to _____	at _____ cfs and	
	from _____ to _____	at _____ cfs and	

(both dates inclusive)

Subject, however, to the condition that no more than 5.14 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
1,285 acre feet per year, said waters to be diverted within the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 8,
Twp. 4 S, Rge. 2 E, B.M. in the County of Owyhee

Description and location of place of use:

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
4 S	2 E	17		28	20	27	25	40	40										180
		18	39		38														77

Total number of acres irrigated 257

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

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

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 19 day of
April, 19 74.

Director

02-2259

IDWR - WESTERN REGION

CONTRACTOR: Karan Waters

CLAIM/ID: 02-02259

Date: 5-20-02

	TNS	RNG	SEC	NE				NW				SW				SE				Sum
				NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
Claim	45	2E	17			28	20	27	25	40	40									180
GIS						40	40	37	25	40	40									222
Claim			18	39			38													77
GIS				40			38													78
Claim																				
GIS																				
Claim																				
GIS																				

Number of POD's 1

Total Claimed Acres: 257

Overlapping FOU Claim #'s:

Total GIS Acres: 300

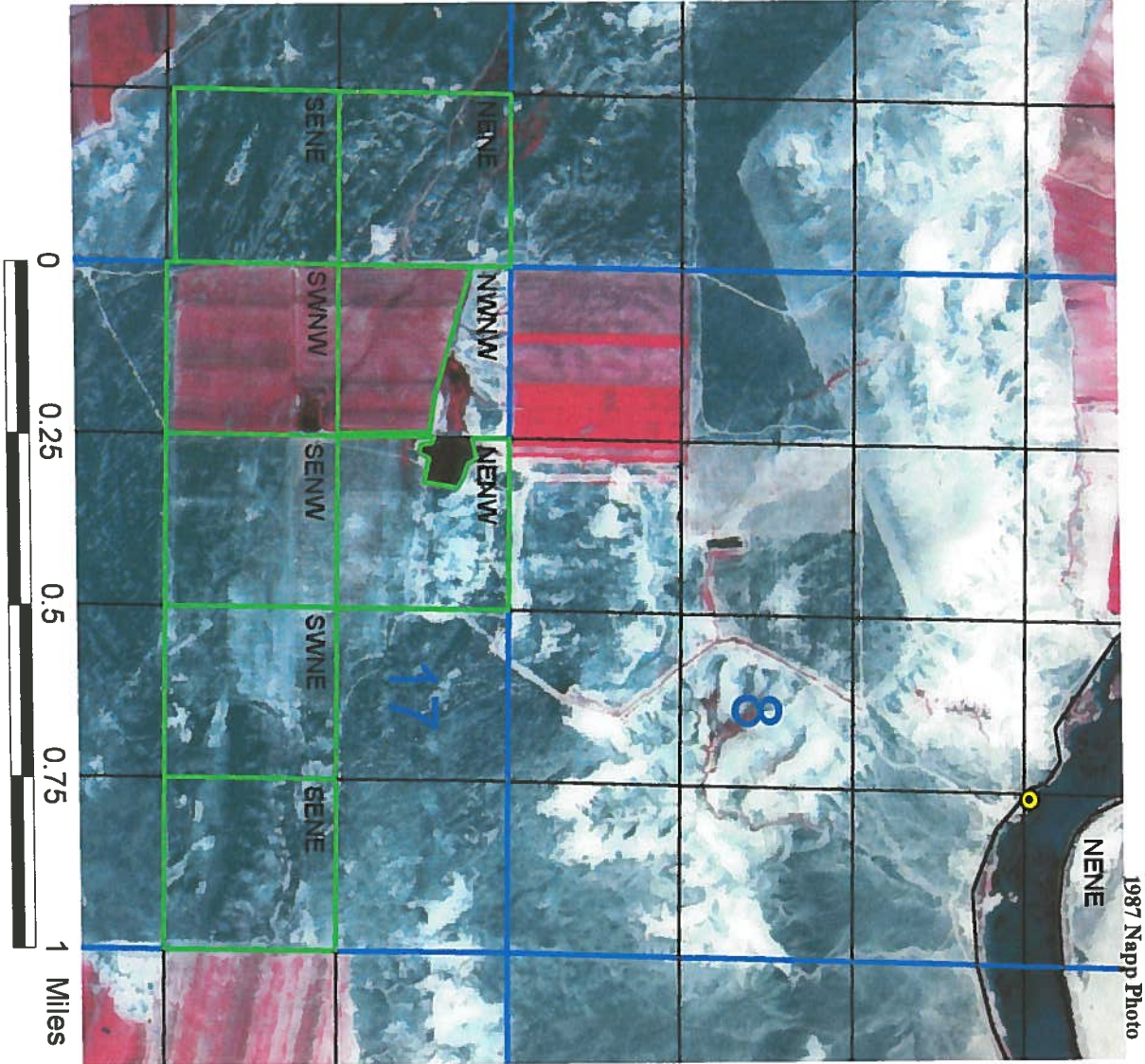
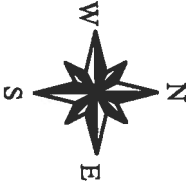
COMMENTS:

Per claim map & image interpretation.

Idaho Department of Water Resources

Claim Number: 02-02259
Legal: T04S, R02E, S17, 18
Reviewed By:

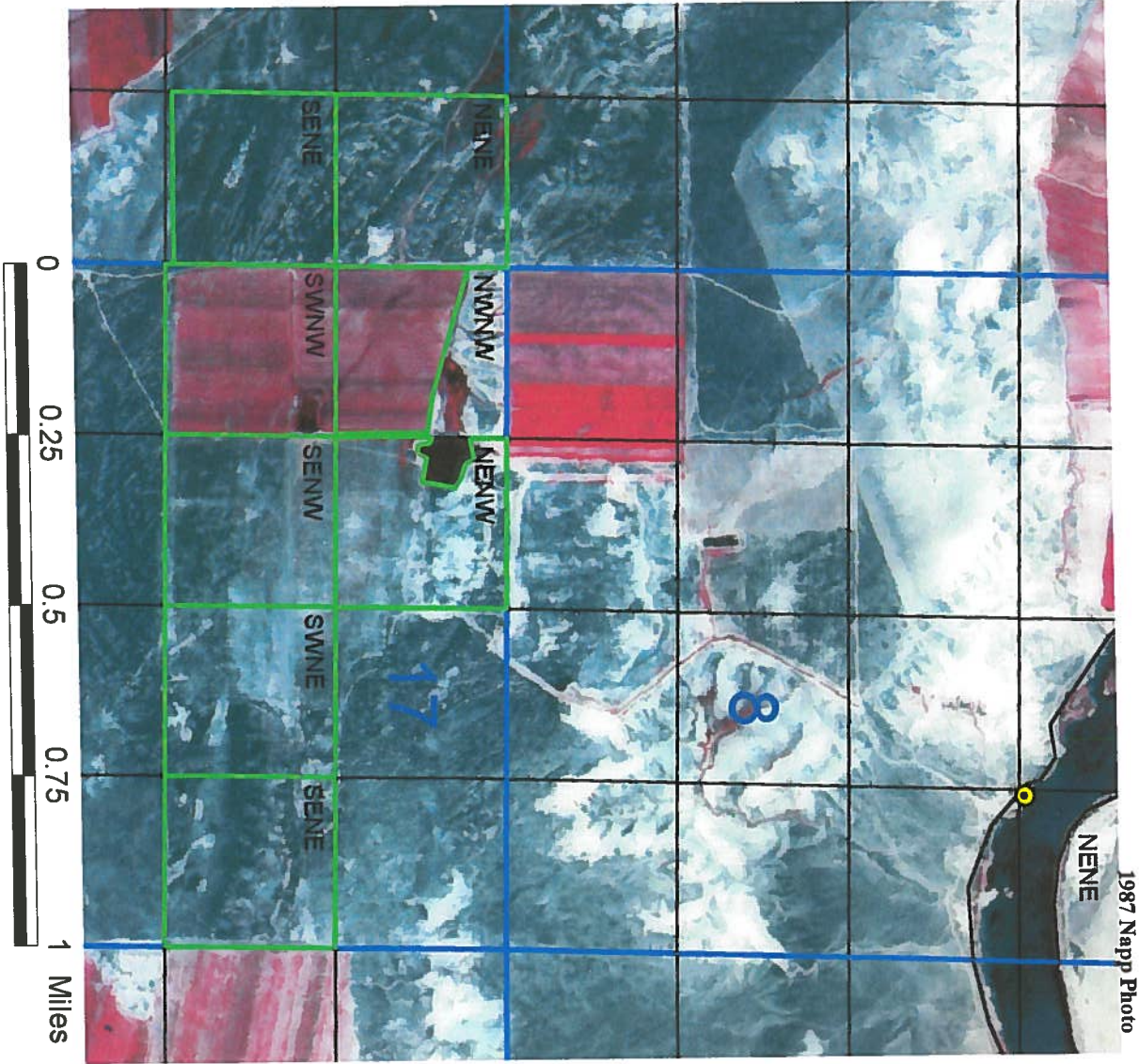
- Point of Diversion
- Place of Use
- Section Lines
- Quarter Quarter Lines



Idaho Department of Water Resources

Claim Number: 02-02259
Legal: T04S, R02E, S17, 18
Reviewed By:

- Point of Diversion
- Place of Use
- Section Lines
- Quarter Quarter Lines



RECEIVE

FEB 5 - 2003

Department of Water Resc

Form 42-248(s) July, 2000

RECEIVED

JAN 31 2003

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Security Interest in a Water Right

And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water RightPlease print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s): 02-2259 AND 02-2261A
Adjudication Claim No(s): _____
2. The following **REQUIRED** information must be submitted with this form:
 - A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - B) A **FEE** of \$25.00 per water right or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest
 Phone: work 377-2121
Home 322-7326
JAMES L & Dorothy A. GIBSON TRUST
8773 Brookview DR
Boise, IDAHO 83709
4. Name of Water Right Owner/Claimant(s) HILLWAY INC
5. Expiration Date of Notification Period _____
6. Is this a Renewal of Request for Notification? ☒ YES ☐ NO
7. Signature(s) (and title if applicable) James L. Gibson
Lein Holder
Dated 1-30-03

USPS = West
Brookview
1-27-03

For Office Use Only

Received by KH Date 1/31/03 Fee _____
 Received by _____ Date _____ Receipt No. _____
 Processed by J. Brown AJ Date 3-27-03 WR _____ Date _____

O.K. to process R Brown
3/27/03

RECEIVED

JAN 31 2003

WATER RESOURCES
WESTERN REGION

02-2259
02-2261

ASSIGNMENT OF PARTIAL INTEREST AGREEMENT

OCTOBER ____, 2002

PARTIES:

Seller: DUANE C. GIBLER, 9405 Sunflower Ln., Boise, ID. 83704

Property Address OWYHEE COUNTY, IDAHO

LEGAL: In Township 4 South, Range 2 East, B.M. Owyhee County
Section 7: SE 1/4 SE 1/4
Section 7: SW 1/4 SW 1/4, E 1/2 SW 1/4, W 1/2 SE 1/4
Section 17: NW 1/4, S 1/2 NE 1/4
Section 18: E 1/2, NE 1/4

Buyer: JAMES L. & DOROTHY A. GIBSON, Co-Trustees for the James L. & Dorothy A. Gibson Trust

1. DESCRIPTION:

Seller is the owner and holder of the secured obligation described as follows:

- a. Security Instrument: 1ST MORTGAGE & MORTGAGE NOTE
- b. Dated MAY 19TH, 1998 Lien Position 1ST
- c. Recording No. 224960 County Owyhee State IDA

2. DEFINITIONS:

As used herein, these terms have the following meanings:

(A) ~~ADDITIONAL EXPENSES~~: Any and all of the expenses incurred by Buyer in connection with this Assignment, including without limitation, advances on superior liens and encumbrances, costs, disbursements, title and appraisal fees, attorney fees, taxes, insurance premiums, repairs, maintenance expenses, and real estate commissions together with interest thereon at the rate as specified in the Security Instrument from the date said expense was incurred.

(B) ~~MAKER or PAYOR~~: The person(s) originally obligated to pay the Note and Security Instrument or the buyer under a Land Sale Contract, together with any and all persons paying, assuming and/or guaranteeing that obligation with the exception of the Seller as named herein.

(C) ~~PAYEE~~: The person(s) originally entitled to receive payments under the Note and Security Instrument or the original Seller under a Land Sale Contract, together with any and all successors and assigns thereof.

(D) ~~SECURITY INSTRUMENT~~: The Promissory Note and Trust Deed, Promissory Note and Mortgage, Mortgage Note, Land Sale Contract or other evidence of indebtedness described above, together with all instruments, amortization schedules, agreements and documents which secure such indebtedness.

(E) ~~DEFAULT~~: Failure of the Maker/Payor to perform pursuant to the terms and conditions of the Security Instrument. Default also includes failure by the Maker/Payor to perform, after there has been a waiver by the Payee, if the Maker/Payor has been properly notified of such default pursuant to the terms of the Security Instrument.

(F) ~~AMOUNT PURCHASED~~: The right to receive the net sum of 31 payments of \$1,215.00 per month plus \$105,000 on May 25, 2005 including interest (See amortization schedule attached)

(G) ~~NET SUM (NET PROCEEDS)~~: The amount(s) received by Buyer and retained by Buyer.

3. ASSIGNMENT:

In consideration of the amount of \$ 100,000.00 paid by Buyer, Seller does hereby assign, transfer, set over and convey to the Buyer the following:

(A) The net sum as specified in 2(F) plus any additional expenses as specified in paragraph 2(A) incurred by Buyer subsequent to the execution of this Agreement, and;

(B) Seller grants full authority to Assignee to institute default and foreclosure action until such time as all payments have been received as specified in 2(F) plus any additional expenses as specified in paragraph 2(A).

(C) Seller shall deliver to Buyer any and all promissory notes which are subject to this agreement and endorse the same without recourse to the order of Buyer. Seller shall execute any and all documents requested of Seller by Buyer to evidence this agreement including, but not limited to, a recorded Assignment of the Security Instrument.

4. PAYMENTS TO BUYER

Under the provisions of this Assignment, Buyer will receive payments directly from the Seller through a new escrow pursuant to the Amortization Schedule and Paragraphs 2.A. & 2. F. The first payment will be due November 1, 2002. Seller will continue to receive payments from the previously escrowed security instruments as usual.

5. DISBURSEMENT OF PROCEEDS:

Only after the Buyer has received the amount purchased and any other additional expenses which Buyer is entitled to receive together with any additional funds to which Buyer may be entitled to receive pursuant to paragraph 8 shall Seller be entitled to receive the remaining proceeds, if any, due the Payee pursuant to the Security Instruments.

6. PREPAYMENT:

In the event of a total prepayment of the Security Instrument, Buyer shall be entitled to receive the amount purchased as described in Paragraph 2.F. plus the amount of one (1) years interest at sixteen (16%) percent per annum of the principal then due, for the first ONE (1) year, and any and all additional expenses to which Buyer is entitled to receive pursuant to this agreement. The remainder, if any, shall be paid to the Seller. Payment amounts to be used for computation shall be per the attached amortization schedule.

7. PARTIAL PREPAYMENTS:

Escrow agent/Buyer shall accept any partial prepayments and shall deliver such partial prepayments to Buyer, who shall apply them to Buyer's right to payment as specified in paragraphs 2(A) and 2(F) and the amortization schedule.

8. NO DEFAULT: SELLERS OPTION TO REPURCHASE:

Should the Maker/Payor not be in default the Seller may purchase Buyer's interest in the Security Instrument by paying the amount due buyer pursuant to paragraph 2(F) plus one years interest calculated at sixteen (16%) per annum of the amount purchased (first year only) together with all other expenses to which Buyer is entitled to receive pursuant to the terms of this agreement.

9. DEFAULT: SELLER'S OPTION TO REPURCHASE:

(A) In the event of a default by Maker/Payor under the terms of the Security Instrument for a period of thirty (30) days after due date of payment, Seller, upon written notice of such default, shall have the opportunity to protect its residual interest in the Security Instrument by (1): purchasing Buyer's interest by paying to Buyer the amount due Buyer pursuant to 2(F) and the accompanying amortization schedule, together with any and all other additional expenses for which Buyer is entitled to be reimbursed; or (2): by continuing to pay the monthly amounts due on time, and as scheduled, per the Option Agreement. Should the Seller fail to exercise Seller's option to purchase Buyer's interest in the Security Instrument or continue scheduled payments, Buyer may proceed to foreclose on the Security Instrument, accept a Deed in Lieu of Foreclosure or initiate legal proceedings against the Maker/Payor to collect the amounts owing pursuant to the Security Instrument. Should the Seller wish to purchase the Security Instrument prior to a repossession of the property, Seller may only do so by paying to Buyer the amount due Buyer pursuant to paragraphs 2(F) and 2(A) plus 10% of said amount.

10. TERMINATION OF ASSIGNMENT:

This Assignment shall terminate at such time as Buyer has received the amounts due Buyer pursuant to paragraph 2(F), together with all other additional expenses for which Buyer is entitled to receive pursuant to paragraph 2(A) plus any additional amounts as provided by Paragraphs 4, 6, 8, 9 if applicable. Upon such termination, Buyer shall reassign to Seller all Buyer's then remaining right, title and interest in the security Instrument and shall execute such documents and instruments as may be necessary to effect such reassignment and terminate Buyer's interest as a matter of record. Upon reassignment any and all liability of the Buyer in regard to the Security Instrument or in regard to obligations, if any, owed the Seller shall cease.

11. ASSIGNMENT OF INSURANCE:

(A) Seller assigns to Buyer all Seller's rights to proceeds of any casualty loss payment or settlement in regard to the Security Instrument.

(B) Said proceeds shall be allocated first to repairs or replacement of the insured property; secondly to satisfy the balance due Buyer, and the remainder if any, to the Seller in accordance with the Security Instrument.

12. RIGHT OF FIRST REFUSAL:

Seller hereby grants to Buyer a right of first refusal to purchase all or any portion of the retained or reserved right, title and interest in and to the Security Instrument should Seller elect to sell all or any portion of the retained or reserved portion of said Security Instrument. To implement this right of first refusal, Seller shall submit to Buyer written notice of the amount of money and terms upon which Seller has received an offer to purchase the remaining portion or any percentage of the reserved portion of the Security Instrument. If Buyer does not accept such offer to purchase within fifteen (15) days of Buyer's receipt of Seller's written notice, Seller shall be free to sell the same percentage offered to the Buyer on the same terms and conditions, provided, however, that Seller may not sell a different portion of the interest reserved nor sell on terms and conditions different than those offered to Buyer.

13. MERGER

This Agreement and the Option Agreement between the parties hereto with relation to the transaction contemplated hereby embody the entire Agreement between the parties and there have been no covenants, agreements, representations, warranties or restrictions between the parties hereto with regard to this transaction other than those set forth herein or the Option Agreement.

14. NOTICES

All notices which may be required under this agreement shall be delivered personally, or mailed, to the last address given, in writing, by one party to the other, and shall be deemed given when deposited in the United States mail, postage prepaid.

15. MISCELLANEOUS:

(A) Seller acknowledges that Seller has had an adequate time to read and understand this Agreement and has done so; and that, there have been no other oral or written representations or agreements made by the Buyer except those set forth herein.

(B) Seller has been requested by Buyer to seek the advice and counsel of a lawyer of his own choice and at his own expense should Seller have any questions concerning any aspect of this transaction.

(C) This Agreement shall inure to the benefit of and be binding upon the heirs, successors, representatives and assigns of the parties hereto.

(D) This Agreement shall not be modified except in writing signed by all of the parties hereto.

(E) In the event any term or provision of this Agreement is found to be unenforceable or unlawful for any reason, the remainder shall be carried into effect as though the unenforceable portion was stricken here from.

(F) This Agreement shall be deemed to be made and performed in the State of Idaho and shall be governed by and construed in accordance with the laws of that State.

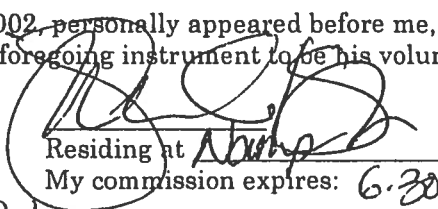
IN WITNESS WHEREOF, this agreement has been executed effective the day and year first above written.

X Duane C. Gibley
SELLER: Duane C. Gibley

James L. Gibson Co-Trustee
Dorothy A. Gibson Co-Trustee
BUYER: James L. & Dorothy A. Gibson

STATE OF IDAHO }
 }ss.
COUNTY OF ADA }

On October 4, 2002, personally appeared before me, DUANE C. GIBLER, SELLER, and acknowledged the foregoing instrument to be his voluntary act and deed.

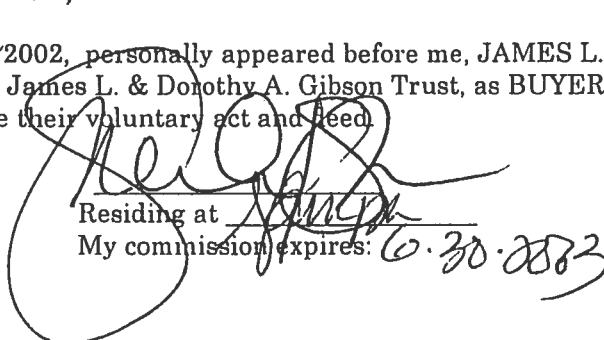

Residing at _____
My commission expires: 6.30.2003

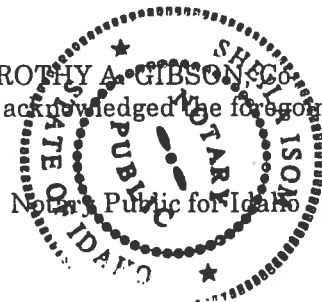
Notary Public for Idaho



STATE OF IDAHO }
 }ss.
COUNTY OF ADA }

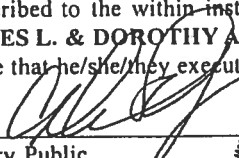
On October 4, 2002, personally appeared before me, JAMES L. & DOROTHY A. GIBSON, Co-Trustees for the James L. & Dorothy A. Gibson Trust, as BUYERS, and acknowledged the foregoing instrument to be their voluntary act and deed.


Residing at _____
My commission expires: 6.30.2003

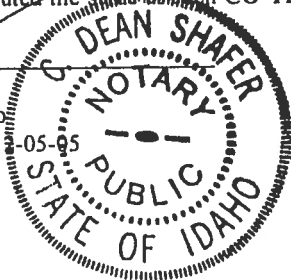


STATE OF IDAHO
COUNTY OF CANYON

On this 3RD day of OCTOBER, 2002, before me, a notary public,
personally appeared JAMES L. GIBSON AND DOROTHY A.
GIBSON, known to me to be the person(s) whose name(s) is/are
subscribed to the within instrument as CO-TRUSTEES of THE
JAMES L. & DOROTHY A. GIBSON TRUST and acknowledged
to me that he/she/they executed the same as such CO-TRUSTEES.



Notary Public
Residing at NAMPA, Idaho
My commission expires: 12-05-05



ASSIGNMENT OF MORTGAGE

DUANE C. GIBLER

the beneficiary under the MORTGAGE executed by HILLWAY INC., AN IDAHO CORPORATION

to DUANE C. GIBLER, the MORTGAGEE

as Trustee

recorded MAY 21, 1998

as Instrument No. 224960

of the Record of Mortgages for

OWYHEE County, Idaho, given to secure the

payment of promissory note for the sum of \$ 162,000.00 and interest, has ENDORSED said note

and does hereby ASSIGN AND TRANSFER to

THE JAMES L. & DOROTHY A. GIBSON TRUST

all right, title and interest in said note and all rights accrued or to accrue under said MORTGAGE

Dated: 10-3-2002

X Duane C Gibler

STATE OF IDAHO, COUNTY OF Canyon
On this 4 day of October 2002

before me, a Notary Public in and for said State, personally

appeared Duane C. Gibler

known to me to be the person whose name

subscribed to the within instrument, and acknowledged to

me that he executed the same.

Residing at

Idaho.

STATE OF IDAHO, COUNTY OF

I Hereby Certify that this instrument was filed for record at

minutes past o'clock M.,
day of

in my office, and duly recorded in Book
of Mortgages at page

By Ex-Officio Recorder.

Deputy.

Mail to:

my commissioner 10:16:30 2002

*Corrected***ASSIGNMENT OF PARTIAL INTEREST AGREEMENT****OCTOBER 9, 2002****PARTIES:**Seller: DUANE C. GIBLER, 9405 Sunflower Ln., Boise, ID. 83704Property Address OWYHEE COUNTY, IDAHO**LEGAL:** In Township 4 South, Range 2 East, B.M. Owyhee County

2-2261A Section 7: SE ¼ SE ¼

Section 8: SW ¼ SW ¼, E ½ SW ¼, W ½ SE ¼

2-2259 Section 17: NW ¼, S ½ NE ¼

Section 18: E ½, NE ¼

Buyer: JAMES L. & DOROTHY A. GIBSON, Co-Trustees for the James L. & Dorothy A. Gibson Trust**1. DESCRIPTION:**

Seller is the owner and holder of the secured obligation described as follows:

a. Security Instrument: 1ST MORTGAGE & MORTGAGE NOTEb. Dated MAY 19TH, 1998 Lien Position 1STc. Recording No. 224960 County Owyhee State IDA**2. DEFINITIONS:**

As used herein, these terms have the following meanings:

(A) **ADDITIONAL EXPENSES:** Any and all of the expenses incurred by Buyer in connection with this Assignment, including without limitation, advances on superior liens and encumbrances, costs, disbursements, title and appraisal fees, attorney fees, taxes, insurance premiums, repairs, maintenance expenses, and real estate commissions together with interest thereon at the rate as specified in the Security Instrument from the date said expense was incurred.(B) **MAKER or PAYOR:** The person(s) originally obligated to pay the Note and Security Instrument or the buyer under a Land Sale Contract, together with any and all persons paying, assuming and/or guaranteeing that obligation with the exception of the Seller as named herein.(C) **PAYEE:** The person(s) originally entitled to receive payments under the Note and Security Instrument or the original Seller under a Land Sale Contract, together with any and all successors and assigns thereof.(D) **SECURITY INSTRUMENT:** The Promissory Note and Trust Deed, Promissory Note and Mortgage, Mortgage Note, Land Sale Contract or other evidence of indebtedness described above, together with all instruments, amortization schedules, agreements and documents which secure such indebtedness.(E) **DEFAULT:** Failure of the Maker/Payor to perform pursuant to the terms and conditions of the Security Instrument. Default also includes failure by the Maker/Payor to perform, after there has been a waiver by the Payee, if the Maker/Payor has been properly notified of such default pursuant to the terms of the Security Instrument.(F) **AMOUNT PURCHASED:** The right to receive the net sum of 31 payments of \$1,215.00 per month plus \$105,000 on May 25, 2005 including interest (See amortization schedule attached)(G) **NET SUM (NET PROCEEDS):** The amount(s) received by Buyer and retained by Buyer.**Instrument # 241204**

MURPHY, OWYHEE, IDAHO

2002-10-04 01:45:13 No. of Pages: 5

Recorded for: PIONEER TITLE

CYNTHIA A. EATON

Fee: 15.00

Ex-Officio Recorder Deputy

Index to: ASSIGNMENT

CEC/114

3. ASSIGNMENT:

In consideration of the amount of \$ 100,000.00 paid by Buyer, Seller does hereby assign, transfer, set over and convey to the Buyer the following:

(A) The net sum as specified in 2(F) plus any additional expenses as specified in paragraph 2(A) incurred by Buyer subsequent to the execution of this Agreement, and;

(B) Seller grants full authority to Assignee to institute default and foreclosure action until such time as all payments have been received as specified in 2(F) plus any additional expenses as specified in paragraph 2(A).

(C) Seller shall deliver to Buyer any and all promissory notes which are subject to this agreement and endorse the same without recourse to the order of Buyer. Seller shall execute any and all documents requested of Seller by Buyer to evidence this agreement including, but not limited to, a recorded Assignment of the Security Instrument.

4. PAYMENTS TO BUYER

Under the provisions of this Assignment, Buyer will receive payments directly from the Seller through a new escrow pursuant to the Amortization Schedule and Paragraphs 2.A. & 2. F. The first payment will be due November 1, 2002. Seller will continue to receive payments from the previously escrowed security instruments as usual.

5. DISBURSEMENT OF PROCEEDS:

Only after the Buyer has received the amount purchased and any other additional expenses which Buyer is entitled to receive together with any additional funds to which Buyer may be entitled to receive pursuant to paragraph 8 shall Seller be entitled to receive the remaining proceeds, if any, due the Payee pursuant to the Security Instruments.

6. PREPAYMENT:

In the event of a total prepayment of the Security Instrument, Buyer shall be entitled to receive the amount purchased as described in Paragraph 2.F. plus the amount of one (1) years interest at sixteen (16%) percent per annum of the principal then due, for the first ONE (1) year, and any and all additional expenses to which Buyer is entitled to receive pursuant to this agreement. The remainder, if any, shall be paid to the Seller. Payment amounts to be used for computation shall be per the attached amortization schedule.

7. PARTIAL PREPAYMENTS:

Escrow agent/Buyer shall accept any partial prepayments and shall deliver such partial prepayments to Buyer, who shall apply them to Buyer's right to payment as specified in paragraphs 2(A) and 2(F) and the amortization schedule.

8. NO DEFAULT: SELLERS OPTION TO REPURCHASE:

Should the Maker/Payor not be in default the Seller may purchase Buyer's interest in the Security Instrument by paying the amount due buyer pursuant to paragraph 2(F) plus one years interest calculated at sixteen (16%) per annum of the amount purchased (first year only) together with all other expenses to which Buyer is entitled to receive pursuant to the terms of this agreement.

9. DEFAULT: SELLER'S OPTION TO REPURCHASE:

(A) In the event of a default by Maker/Payor under the terms of the Security Instrument for a period of thirty (30) days after due date of payment, Seller, upon written notice of such default, shall have the opportunity to protect its residual interest in the Security Instrument by (1): purchasing Buyer's interest by paying to Buyer the amount due Buyer pursuant to 2(F) and the accompanying amortization schedule, together with any and all other additional expenses for which Buyer is entitled to be reimbursed; or (2): by continuing to pay the monthly amounts due on time, and as scheduled, per the Option Agreement. Should the Seller fail to exercise Seller's option to purchase Buyer's interest in the Security Instrument or continue scheduled payments, Buyer may proceed to foreclose on the Security Instrument, accept a Deed in Lieu of Foreclosure or initiate legal proceedings against the Maker/Payor to collect the amounts owing pursuant to the Security Instrument. Should the Seller wish to purchase the Security Instrument prior to a repossession of the property, Seller may only do so by paying to Buyer the amount due Buyer pursuant to paragraphs 2(F) and 2(A) plus 10% of said amount.

10. TERMINATION OF ASSIGNMENT:

This Assignment shall terminate at such time as Buyer has received the amounts due Buyer pursuant to paragraph 2(F), together with all other additional expenses for which Buyer is entitled to receive pursuant to paragraph 2(A) plus any additional amounts as provided by Paragraphs 4, 6, 8, 9 if applicable. Upon such termination, Buyer shall reassign to Seller all Buyer's then remaining right, title and interest in the security instrument and shall execute such documents and instruments as may be necessary to effect such reassignment and terminate Buyer's interest as a matter of record. Upon reassignment any and all liability of the Buyer in regard to the Security Instrument or in regard to obligations, if any, owed the Seller shall cease.

11. ASSIGNMENT OF INSURANCE:

(A) Seller assigns to Buyer all Seller's rights to proceeds of any casualty loss payment or settlement in regard to the Security Instrument.

(B) Said proceeds shall be allocated first to repairs or replacement of the insured property; secondly to satisfy the balance due Buyer, and the remainder if any, to the Seller in accordance with the Security Instrument.

12. RIGHT OF FIRST REFUSAL:

Seller hereby grants to Buyer a right of first refusal to purchase all or any portion of the retained or reserved right, title and interest in and to the Security Instrument should Seller elect to sell all or any portion of the retained or reserved portion of said Security Instrument. To implement this right of first refusal, Seller shall submit to Buyer written notice of the amount of money and terms upon which Seller has received an offer to purchase the remaining portion or any percentage of the reserved portion of the Security Instrument. If Buyer does not accept such offer to purchase within fifteen (15) days of Buyer's receipt of Seller's written notice, Seller shall be free to sell the same percentage offered to the Buyer on the same terms and conditions, provided, however, that Seller may not sell a different portion of the interest reserved nor sell on terms and conditions different than those offered to Buyer.

13. MERGER

This Agreement and the Option Agreement between the parties hereto with relation to the transaction contemplated hereby embody the entire Agreement between the parties and there have been no covenants, agreements, representations, warranties or restrictions between the parties hereto with regard to this transaction other than those set forth herein or the Option Agreement.

14. NOTICES

All notices which may be required under this agreement shall be delivered personally, or mailed, to the last address given, in writing, by one party to the other, and shall be deemed given when deposited in the United States mail, postage prepaid.

15. MISCELLANEOUS:

(A) Seller acknowledges that Seller has had an adequate time to read and understand this Agreement and has done so; and that, there have been no other oral or written representations or agreements made by the Buyer except those set forth herein.

(B) Seller has been requested by Buyer to seek the advice and counsel of a lawyer of his own choice and at his own expense should Seller have any questions concerning any aspect of this transaction.

(C) This Agreement shall inure to the benefit of and be binding upon the heirs, successors, representatives and assigns of the parties hereto.

(D) This Agreement shall not be modified except in writing signed by all of the parties hereto.

(E) In the event any term or provision of this Agreement is found to be unenforceable or unlawful for any reason, the remainder shall be carried into effect as though the unenforceable portion was stricken here from.

(F) This Agreement shall be deemed to be made and performed in the State of Idaho and shall be governed by and construed in accordance with the laws of that State.

IN WITNESS WHEREOF, this agreement has been executed effective the day and year first above written.

Duane C. Gible
SELLER: Duane C. Gible

James L. Gibson Co-Trustee
Dorothy A. Gibson Co-Trustee
BUYER: James L. & Dorothy A. Gibson

STATE OF IDAHO }
}ss.
COUNTY OF ADA }

On October 4, 2002, personally appeared before me, DUANE C. GIBLER, SELLER, and acknowledged the foregoing instrument to be his voluntary act and deed.

Residing at Adrian
My commission expires: 6-30-2003

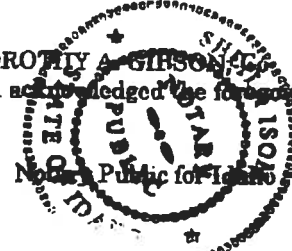
Notary Public for Idaho



STATE OF IDAHO }
}ss.
COUNTY OF ADA }

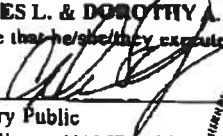
On October 4, 2002, personally appeared before me, JAMES L. & DOROTHY A. GIBSON, Trustees for the James L. & Dorothy A. Gibson Trust, as BUYERS, and acknowledged the foregoing instrument to be their voluntary act and deed.

Residing at Adrian
My commission expires: 6-30-2003

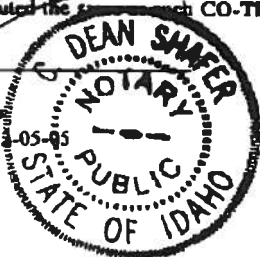


STATE OF IDAHO
COUNTY OF CANYON

On this 3RD day of OCTOBER, 2002, before me, a notary public, personally appeared JAMES L. GIBSON AND DOROTHY A. GIBSON, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument as CO-TRUSTEES of THE JAMES L. & DOROTHY A. GIBSON TRUST and acknowledged to me that he/she/they executed the same as such CO-TRUSTEES.


Notary Public
Residing at NAMPA, Idaho

My commission expires: 12-05-05



By: Signature Financial Services; 208-853-0789;

Oct-3-02 3:34PM;

Page 1

P04858

Instrument # 241231
 MURPHY, OWYHEE, IDAHO
 2002-10-08 04:12:52 No. of Pages: 1
 Recorded for: PIONEER TITLE
 CYNTHIA A. EATON Fee: 3.00
 Ex-Officio Recorder Deputy
 Index to: MORTGAGE, PARTIAL REL OF

PARTIAL ASSIGNMENT OF MORTGAGE

Duane C. Gibler, a single man and current mortgagee
 under the Mortgage executed by Hillway, Inc. to Duane C. Gibler

Recorded May 21¹⁹⁹⁸ under Instrument No. 224960 of the Record of Mortgages of

Owyhee County, Idaho, given to secure the payment of promissory note for the original sum
 of \$ 162,000.00 and interest, has ENDORSED said note and does hereby ASSIGN

AND TRANSFER TO:

JAMES L. AND DOROTHY A. GIBSON, Co-Trustees for the JAMES L.
 AND DOROTHY A. GIBSON TRUST

a partial right, title and interest in said note and all rights accrued or to accrue under

said Mortgage.

Dated: October 3, 2002

Duane C. Gibler
 Duane C. Gibler

STATE OF IDAHO,
 COUNTY OF Canyon

On this 4 day of October, 2002
 Before me, a Notary Public in and for said
 State, personally appeared:
Duane C. Gibler
 Known to me to be the person whose name is
 Subscribed to the within instrument and
 Acknowledged to me that he executed the same.

Notary Public residing @ Juniper JD

STATE OF IDAHO,
 COUNTY OF Canyon Owyhee

I Hereby Certify that this instrument was
 filed for record at the request of

At minutes past o'clock M 2002
 in my office, and duly recorded in Book
 of Mortgages at page

Ex-Officio Recorder

Deputy

Fees \$
 Mail to:



IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 2-2259

WATER RIGHT NUMBER: 2-2259

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	ROBERT L PULLEN JR PO BOX 451 GRAND VIEW, ID 83624
Original Owner	REX G STEINER OREANA, ID
Original Owner	PETROLEUM CONSTRUCTION INC C/O RUSSELL FOX PO BOX 592 SANTA PAULA, CA 93060 (805)525-2144
Current Owner	HILL WAY INC 3895 GIRDNER LN MERIDIAN, ID 83642 (208)362-3339
Security Interest	DUANE C GIBLER 9405 SUNFLOWER LN BOISE, ID 83704

Priority Date: 12/18/1963

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
SNAKE RIVER	COLUMBIA RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	4/01 to 10/31	5.140 CFS	1,285.00 AF
	<u>Total Diversion:</u>	5.140 CFS	1,285.00 AF

Location of Point(s) of Diversion

SNAKE RIVER	NE1/4NE1/4	Sec. 8,	Twp 04S,	Rge 02E, B.M.	OWYHEE County
-------------	------------	---------	----------	---------------	---------------

Place of UseIRRIGATION Within OWYHEE County

T04S R02E S17	SWNE 28.0	T04S R02E S17	SENE 20.0
T04S R02E S17	NENW 27.0	T04S R02E S17	NWNW 25.0
T04S R02E S17	SWNW 40.0	T04S R02E S17	SENE 40.0
T04S R02E S18	NENE 39.0	T04S R02E S18	SENE 38.0

Total Acres: 257

Conditions of Approval:

1. 16

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Claim Report 2-2259

Remarks:

1. General PONDS USED AS BUFFERS FOR SYSTEM.
OWNERSHIP CHANGED BY RDH ON 1-3-96.
OWNERSHIP CHANGED BY DB 6/23/98.

Comments:Dates and Other Information:

Claim Received Date: 1/16/1989
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal: S
Owner Name Connector:
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
----------------	---------------------------	-----------------	---------------------------	-----------------	---------------

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
----------------	------------------------	-----------------	-----------------

10/02/02 12:17 208 377 2309
OCT-02-02 WED 10:39 AM

RECEIVED

OCT 21 2002

001/002
P. 02

Department of Water Resources

Form 02-248(s) July, 2000

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Security Interest in a Water Right

And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s): 57-07268; 02-02259; 02-02261
Adjudication Claim No(s): A02-02261A; A02-02259; 57-07268
2. The following **REQUIRED** information must be submitted with this form:
 - A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - B) A **FEE** of \$25.00 per water right or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest
DUANE C. GIBLER
9405 Sunflower Ln., Boise, Idaho 83704
4. Name of Water Right Owner/Claimant(s) HILLWAY, INC.
5. Expiration Date of Notification Period May 25, 2006
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable) Duane C Gibler

For Office Use Only

Received by [Signature] Date 10-22-02 Fee \$150.00
Receipted by [Signature] Date 10-22-02 Receipt No. 0065336
Processed by [Signature] Date 10-25-02 WR _____ Date _____

Security Interest - 2-2261A, 2-2259.

10/02/02 12:17 208 377 2309
OCT-02-02 WED 10:39 AM

001/002
P. 02

Form #2-248(a) July, 2000

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Security Interest in a Water Right
And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right

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 - B) A **FEE** of \$25.00 per water right or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest
JAMES L. AND DOROTHY A. GIBSON. Co-Trustees of the
JAMES L. AND DOROTHY A. GIBSON TRUST
8773 W. Brookview Dr., Boise, Idaho 83709
4. Name of Water Right Owner/Claimant(s) HILLWAY, INC.
5. Expiration Date of Notification Period MAY 25, 2006
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable)
James L. Gibson
Dorothy A. Gibson

For Office Use Only

Received by [Signature]
Receipted by [Signature]
Processed by [Signature]

AJ

Date 10-22-02
Date 10-22-02
Date _____

Fee \$150.00
Receipt No. 6065336
WR _____ Date _____

(JP 613) Printed and for sale by Syme-York Company, Boise

201 MORTGAGE—Short Covenant

THIS INDENTURE, Made the 19th day of May
 In the year of our Lord one thousand nine hundred and ninety eight, between

HILLWAY, INC., an Idaho Corporation

of Boise ; County of Ada , State of Idaho

the part y of the first part, and

DUANE C. GIBLER

of Boise , County of Ada , State of Idaho

the part y of the second part,

WITNESSETH: That the said part y of the first part, for and in consideration of the sum of ONE HUNDRED SIXTY TWO THOUSAND AND NO/100 DOLLARS, lawful money of the United States of America, do by these presents GRANT, BARGAIN, SELL and CONVEY, unto the said part y of the second part, and to his heirs and assigns FOREVER, all that certain real property situate in the County of Owyhee , and State of Idaho, and bounded and particularly described as follows, to-wit:

In Township 4 South, Range 2 East, B.M., Owyhee County, Idaho
 Section 7: SE1/4 SE1/4
 Section 8: SW1/4 SW1/4, E1/2 SW1/4, W1/2 SE1/4
 Section 17: NW1/4, S1/2 NE1/4
 Section 18: E1/2, NE 1/4

SHOULD THE PROPERTY DESCRIBED HEREIN BE SOLD OR CONVEYED BY THE MAKER HEREIN, THEIR HEIRS OR ASSIGNS, PRIOR TO THE MATURITY OF THE NOTE SECURED HEREBY, THEN THE ENTIRE SUM OF PRINCIPAL AND INTEREST SHALL BECOME IMMEDIATELY DUE AND PAYABLE.

together with the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

THIS GRANT Is intended as a mortgage to secure the payment of that certain promissory note of even date herewith, executed and delivered by the said HILLWAY, INC. to the said party of the second part

AND THESE PRESENTS SHALL BE VOID if such payment be made. But in case default shall be made in the payment of said principal sum of money, or any part thereof, or the interest thereon, as provided in said note , or if default be made in the performance of any of the covenants, conditions or agreements, herein contained,

then it shall be optional with the said

part y of the second part, his executors, administrators or assigns, to consider the whole of said principal sum expressed in said note as immediately due and payable; and immediately to enter into and upon all and singular the above described premises, and to sell and dispose of the same according to law, and out of the money arising from such sale to retain the principal and interest which shall then be due on said promissory note, together with the costs and charges of attorney's foreclosure suit, including fees and also the amounts of all such payments of taxes, assessments, incumbrances, or insurance as may have been made by said part y of the second part, his heirs, executors, or assigns, with the interest on the same, rendering the overplus of the purchase money (if any there shall be) unto the said part y of the first part, its heirs, executors, administrators or assigns.

IN WITNESS WHEREOF, The said part of the first part ha hereunto set hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

HILLWAY, INC., an Idaho corporation

BY:

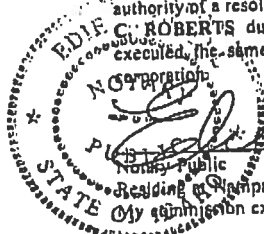
ITS SECRETARY

STATE OF IDAHO

STATE OF IDAHO

COUNTY OF CANYON

On this 20th day of May, 1998, before me, a notary public appeared TREVOR C. ROBERTS who being by me duly sworn did say, each for him/herself, that he/she, the said TREVOR C. ROBERTS is the secretary of HILLWAY, INC., a corporation, and that the within and foregoing instrument was signed on behalf of said corporation by authority of a resolution of its board of directors and said TREVOR C. ROBERTS duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said



REQUEST OF
FEE

224960

JIM LUNNEY JR.
OWYHEE COUNTY RECORDER
BY

98 MAY 21 PM 4:37

FILED - RECORDED

No. _____

MORTGAGE

TO _____

ated _____, 19____

STATE OF IDAHO.

county of _____ ss.

I hereby certify that this instrument was filed
r record at request of _____

minutes past _____ day
clock _____ M., this _____ day
_____ A. D. 19____

my office, and duly recorded in Book _____ at page _____

Ex-Officio Recorder.

Deputy.

of the _____

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: **A02-02259**
Date Received: 1/16/1989
Receipt No: W001965
Received By: _____

**COPY FOR
YOUR FILES**

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

**COPY FOR
YOUR FILES**

1. Name: HILLWAY INC
Address: 3895 GIRDNER LN
MERIDIAN ID

208-362-3339

83642

2. Date of Priority: DEC 18, 1963

3. Source: SNAKE RIVER

Trib. to: COLUMBIA RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04S	02E	8		NE	NE		OWYHEE

5. Description of diverting works:
PUMPING STATIONS, PIPELINES, PUMPS, DITCHES, PONDS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	10/31	5.140		1285.00

7. Total Quantity Appropriated is:
5.140 C.F.S. (and/or) 1285.00 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04S	02E	17	SW	NE		IRR	28.0
			SE	NE		IRR	20.0
			NE	NW		IRR	27.0
			NW	NW		IRR	25.0
			SW	NW		IRR	40.0

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04S	02E	17	SE	NW		IRR	40.0
						Section Acres	180.0
		18	NE	NE		IRR	39.0
			SE	NE		IRR	38.0
						Section Acres	77.0
						Total Acres	257.0

11. Place of use in counties: OWYHEE

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

13. Other Water Rights Used:
57-07268

14. Remarks:
PONDS USED AS BUFFERS FOR SYSTEM.
OWNERSHIP CHANGED BY RDH ON 1-3-96.
OWNERSHIP CHANGED BY DB 6/23/98.

15. Basis of Claim: LICENSE

Water Right Number: 31606

5-19-1998 4:01PM

FROM

P. 4

05/18/1998 11:17 12:04PM PULKE 2093342398

REML 11

IDWR WESTERN

IDWR 5/18/98

RECEIVED

JUN 23 1998

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

Department of Water Resources

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

RECEIVED

JUN 23 1998

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

WATER RESOURCES
WESTERN REGION

1. Water Right No(s): 57-07268; 02-02259; 02-02261
Adjudication Claim No(s): A02-02261A; A02-02259; 57-07268
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 attached to your deed or on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant: Robert L. Pullen, Jr.
P.O. Box 451, Grand View, Idaho 83624
4. New Owner/Claimant(s): Hill Way, Inc., an Idaho corporation
Name Connector (Check box): ☐ and ☐ or ☐ and/or
New Mailing Address: 3895 Girdner Lane
City, State and ZIP Code: Meridian, ID 83642
New Telephone Number: (208) 362-3339
5. Date you acquired the property: _____
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. Did not split property.
Number of acres you irrigate 560 Number and type of stock _____
Diversion rate in CFS _____ Number of homes _____ Other uses _____
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 or Claimant(s): HILL WAY, INC., an Idaho Corporation
By: Trevor C. Roberts
(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
Trevor C. Roberts, Secretary
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

APPROVED:

Robert L. Pullen, Jr.
Robert L. Pullen, Jr., Former Owner/Claimant

RECEIVED

JUN 23 1998

WATER RESOURCES
WESTERN REGION

WARRANTY DEED

RECEIVED

JUN 23 1998

Department of Water Resources

FOR VALUE RECEIVED ROBERT L. PULLEN, JR., a single man

the Grantor, does hereby grant, bargain, sell and convey unto HILLWAY, INC.

the Grantee, whose address is 3895 Girdner Lane, Meridian, ID 83642

the following described premises, to-wit:

In Township 4 South, Range 2 East, B.M., Owyhee County, Idaho
Section 7: SE1/4 SE1/4
Section 8: SW1/4 SW1/4, E1/2 SW1/4, W1/2 SE1/4
Section 17: NW1/4, S1/2 NE1/4
Section 18: E1/2 NE1/4

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that he is the owner in fee simple of said premises; that said premises are free from all encumbrances; except for general taxes and assessments for the year 1998 and subsequent years, covenants, conditions, restrictions and easements of record; and that he will warrant and defend the same from all lawful claims whatsoever.

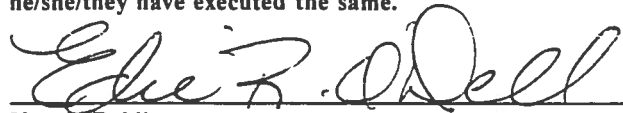
DATED: May 19, 1998


ROBERT L. PULLEN, JR.

STATE OF IDAHO

COUNTY OF CANYON

On this 20th day of May, 1998, before me a notary public, personally appeared ROBERT L. PULLEN, JR., known or identified to me to be the person(s) who(se) name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they have executed the same.



Notary Public

Residing at Nampa, Idaho

My commission expires: 4/17/2003



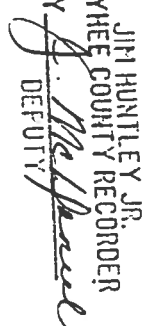
PIONEER TITLE COMPANY
OF CANYON COUNTY

100 10TH AVE SOUTH
NAMPA, IDAHO 83651

423 SOUTH KIMBALL
CALDWELL, ID 83605

REQUEST OF
PULLEN, JR.
1305

224959

JIM HUNTLEY JR.
OWYHEE COUNTY RECORDER
BY  DEPUTY

98 MAY 21 PM 4:37

FILED - RECORDED

RECEIVED *JK*

JUN 23 1998

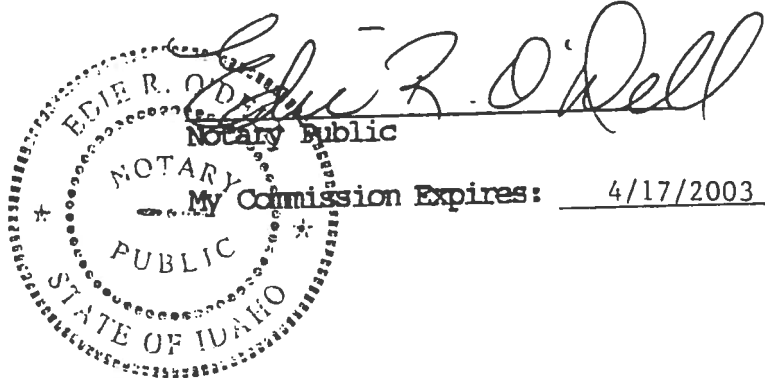
AFFIDAVIT

Department of Water Resources

THE UNDERSIGNED, as seller of the property covered by Pioneer Title Company Report No. PM48533 ("Property") hereby certifies to Hill Way, Inc., an Idaho corporation, that the Notice of Change of Water Right Ownership, attached as Exhibit A, addressed to the State of Idaho Department of Water Right Ownership, lists all the water rights owned by me that are appurtenant to the Property. It is my intent to transfer all water rights to the Property to Hill Way, Inc., an Idaho corporation, and in the event other water rights are discovered, I agree to transfer those water rights to Hill Way, Inc., an Idaho corporation.

Robert L. Pullen -
Robert L. Pullen, Jr.

Subscribed and sworn before me by Robert L. Pullen, Jr. this
20th day of May, 1998.



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: **A02-02259**
Date Received: 1/16/1989
Receipt No: W001965
Received By: _____

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

1. Name: ROBERT L PULLEN JR
Address: PO BOX 451
GRAND VIEW ID

83624

2. Date of Priority: DEC 18, 1963

3. Source: SNAKE RIVER

Trib. to: COLUMBIA RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04S	02E	8		NE	NE		OWYHEE

5. Description of diverting works:

PUMPING STATIONS, PIPELINES, PUMPS, DITCHES, PONDS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	10/31	5.140		1285.00

7. Total Quantity Appropriated is:

5.140 C.F.S. (and/or) 1285.00 A.F.A.

8. Total consumptive use is

Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04S	02E	17	SW	NE		IRR	28.0
			SE	NE		IRR	20.0
			NE	NW		IRR	27.0
			NW	NW		IRR	25.0
			SW	NW		IRR	40.0

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SEP 19 1996

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04S	02E	17	SE	NW		IRR	40.0
						Section Acres	180.0
		18	NE	NE		IRR	39.0
			SE	NE		IRR	38.0
						Section Acres	77.0
						Total Acres	257.0

11. Place of use in counties: OWYHEE

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

13. Other Water Rights Used:
57-07268

14. Remarks:
PONDS USED AS BUFFERS FOR SYSTEM.
OWNERSHIP CHANGED BY RDH ON 1-3-96.

15. Basis of Claim: LICENSE

Water Right Number: 31606

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)
) SS.
County of _____)

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

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SEP 19 1996



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type

(see instructions on back of page)

DATE OF CLOSING: Dec. 1, 1995

RECEIVED

DEC 26 1995

Department of Water Resources

LEGAL DESCRIPTION OF PROPERTY: Township 4 S, Range 2 E
 Section 7, 8, 17 & 18 1/4 of 1/4 of 1/4, Govt. Lot , BM.
 Lot , Block , Subdivision/Townsite .
 If you have additional legal descriptions, please attach separate sheet.

RECEIVED

DEC 28 1995

WATER RESOURCES
WESTERN REGION

- ☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- ☐ Water Right Number(s)
Assigned by IDWR: _____
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): Petroleum Construction, Inc.
P. O. Box 592, Santa Paula, CA 93060
- ☐ New Owner/Claimant (Purchaser): Robert L. Pullen, Jr.
- ☐ New Mailing Address: P. O. Box 451, Grand View, Idaho 83624
- ☐ New Telephone Number: () _____ - _____
- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes X no
 If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

- ☐ Attach proof of ownership, describe proof attached: Warranty Deed

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

- ☐ Signature of New Owner/Claimant(s): Robert L. Pullen Jr. Date _____
- ☐ Signature of Former Owner/Claimant(s): Brenda Langling Date _____
for Petroleum Construction, Inc. Date _____

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

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: _____ By: _____

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any:

MICROFILMED

SEP 19 1996

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

2/77
RECEIVED

RECEIVED

DEC 28 1995

DEC 28 1995

WATER RESOURCES
WESTERN REGION

Department of Water Resources
CORPORATION WARRANTY DEED

THIS INDENTURE, made this 26th day of July, in the year of our Lord one thousand nine hundred and ninety-three, between **PETROLEUM CONSTRUCTION, INC.**, a California corporation duly organized and existing under the laws of the State of Idaho, and having its principal office in California at Santa Paula, party of the first part, and, **ROBERT L. PULLEN, JR.**, a single man, party of the second part, whose address is 9210 West Rifleman, Boise, Idaho 83704

P. O. Box 451, Grand View, Idaho 83624

WITNESSETH, that the said party of the first part, having been hereunto duly authorized by resolution of its Board of Directors, 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 it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents, does grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the following described real estate situated in Owyhee County, State of Idaho, to wit:

IN TOWNSHIP 4 SOUTH, RANGE 2 EAST, BOISE MERIDIAN, OWYHEE COUNTY, IDAHO:

Section 7: SE-1/4 SE-1/4

Section 8: SW-1/4 SW-1/4, E-1/2 SW-1/4, W-1/2 SE-1/4

Section 17: NW-1/4, SE-1/2 NE-1/4 - A02-02259

Section 18: E-1/2 NE-1/4 A-02-02259 Rch 1-3-96

Subject to all easements, rights of way, restrictions and reservations of record and appearing on the land;

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

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises, together with the appurtenances unto the party of the second part, and to his heirs and assigns forever. And the said party of the first part, and its successors shall warrant and defend the peaceful title and possession of the premises in the party of the second part against all and every person and persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the party of the first part has caused its corporate name to be hereunto subscribed by its Designated Agent and its corporate seal to be affixed in pursuance to said resolution the day and year first above written.

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SEP 19 1996

RA

RECEIVED
DEC 28 1995

RECEIVED

DEC 28 1995

WATER RESOURCES
WESTERN REGION

PETROLEUM CONSTRUCTION, INC.

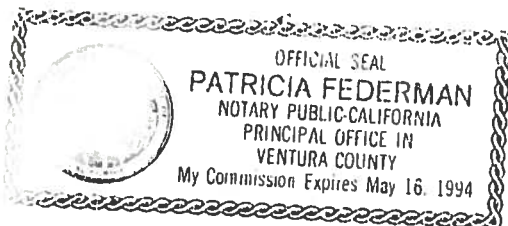
by Brenda Longbine
Brenda Longbine
Designated Agent

STATE OF CALIFORNIA)

County of Ventura)
:SS.

On this 26th day of July, 1993, before me, the undersigned, notary public in and for said State, personally appeared BRENDA LONGBINE known to me to be the designated representative of PETROLEUM CONSTRUCTION, INC., the corporation whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she executed the same on behalf of said corporation.

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



Patricia Federman
NOTARY PUBLIC for California
Residing at: Ventura CA
Commission expires: 5-16-94

Shirley D. V. L.
6-00

James J. V. L.

65 DEC 1 PM 2 43

FILED RECORDED

217320

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SEP 19 1996

Mr. [unclear]

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: A02-02259
Date Received: 1/04/1989
Receipt No: W1965
Received By: LW

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: PETROLEUM CONSTRUCTION, INC. 805-525-2144
Address: C/O RUSSELL FOX
PO BOX 592
SANTA PAULA, CA 93060

2. Date of Priority: DEC 18, 1963

3. Source: SNAKE RIVER Trib. to: COLUMBIA RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04S	02E	8	NE	NE			OWYHEE

5. Description of diverting works:
PUMPING STATIONS, PIPELINES, PUMPS, DITCHES, PONDS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	10/31	5.140		1285.00

7. Total Quantity Appropriated is:
5.140 C.F.S. (and/or) 1285.00 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04S	02E	17	SW	NE		IRR	28.0
			SE	NE		IRR	20.0
			NE	NW		IRR	27.0

A02-02259

Page 1

Date: 01/04/89

MICROFILMED
SEP 19 1996

10. Place of Use: Continued

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
04S	02E	17	NW		NW		IRR	25.0
			SW		NW		IRR	40.0
			SE		NW		IRR	40.0
							Section Acres	180.0
		18	NE		NE		IRR	39.0
			SE		NE		IRR	38.0
							Section Acres	77.0
							Total Acres	257.0

11. Place of use in counties: OWYHEE

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

13. Other Water Rights Used:
A5707268, A0207281, A0207274B, A0202260, A0202261

14. Remarks:
PONDS USED AS BUFFERS FOR SYSTEM.
P/D MAY BE IN THE SE, NE 1/4 OF SECTION 8.

15. Basis of Claim: LICENSE
Water Right Number: 31606

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: 2

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: _____

For Organizations:

I do solemnly swear or affirm that I am President of
Petroleum Const. Inc., that I have signed the foregoing
Organization document in the space below as President of
Title
Petroleum Const Inc and that the statements contained in the
Organization foregoing document are true and correct.

R.E. Fox
Signature of Authorized Agent
President Petroleum Co.
Title and Organization
1-4-89
Date

State of Idaho)
County of ADA) SS.

Subscribed and sworn (or affirmed) before me this 4 day
of Jan 19 89 Linda Warner
Notary Public

Seal

Residing at Boise, ID

A02-02259

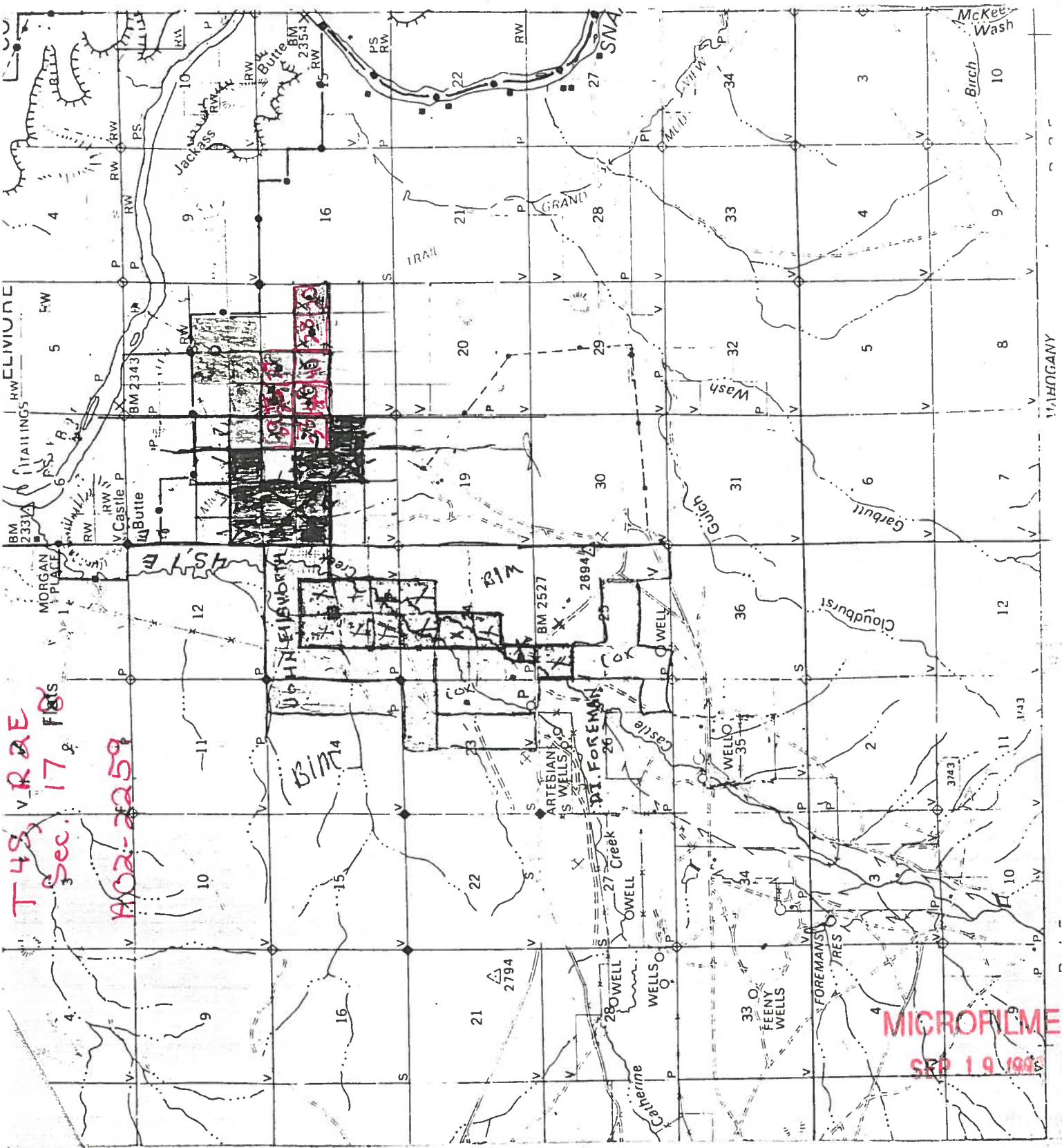
Page

My Commission Expires 12-8-94
3 Date: 01/04/89

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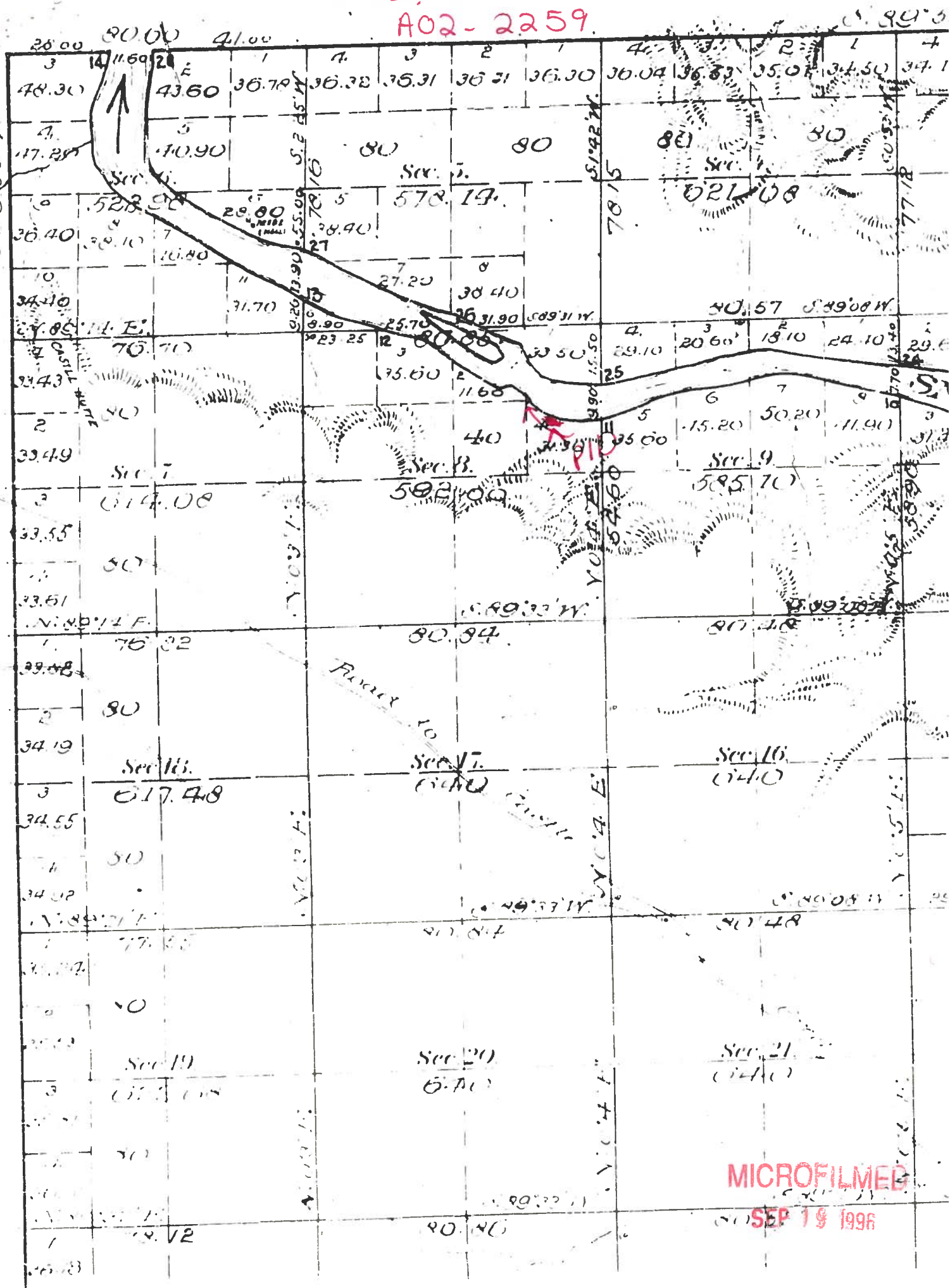
SEP 19 1996

T-4S, v. 17, sec. 17 p. 17



MICROFILMED
SEP 19 1993

A02-2259



MICROFILMED

SEP 19 1996

IN THE DISTRICT COURT OF THE Fourth JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF Ada

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF Snake River from base of milner Dam to Oregon DRAINAGE BASIN Border.

AMENDED
**NOTICE OF CLAIM
TO A
WATER RIGHT**

<u>02-2259</u> I.D. No.	<u>Map No.</u>
<u>\$ 10.00</u> Fee Paid	<u>339</u> Receipt No.

Notice is hereby given that Petroleum Construction, Inc. (Name of Claimant)
P.O. Box 592, SANTA PAULA 805/525-2144
Oreana Star Route, Murphy, ID 83650 93060 Telephone No. None
(Mailing Address) (Zip Code)

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:
(1) Date of priority: (When was the water first applied to a beneficial use, or priority date of decreed, licensed or permit right) 12/18/63

(2) Describe the source of water: (Name of stream, lake, spring, etc., or ground water) Snake River tributary to Columbia River

(3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:
Quantity 5.14 cfs Use Irrigation A Period of Use From 3/15 To 11/15
(CFS, GPD, AF) (Domestic, irrigation, stock, etc.) (Mo., Day) (Mo., Day)
(Both dates inclusive)

Quantity Use Period of Use From To
(CFS, GPD, AF) (Domestic, irrigation, stock, etc.) (Mo., Day) (Mo., Day)
(Both dates inclusive)

Quantity Use Period of Use From To
(CFS, GPD, AF) (Domestic, irrigation, stock, etc.) (Mo., Day) (Mo., Day)
(Both dates inclusive)

Quantity Use Period of Use From To
(CFS, GPD, AF) (Domestic, irrigation, stock, etc.) (Mo., Day) (Mo., Day)
(Both dates inclusive)

(4) 5.14 cfs TOTAL QUANTITY CLAIMED. (Lot 4) NW
(CFS, GPD, AF)

(5) A) Point of Diversion: Give location of point where water is diverted from its source NE (SE 1/4 NE 1/4) 73
Sec. 8, Twp. 4S, Rge. 2E, B.M., Owyhee County
Additional Points: SCI: 2720(1) 470.9

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.). Give sizes and capacities: be as specific as possible. Describe any changes in the system and give the date of the change.
75 HP (200 HP on order to replace 75 HP) pipeline with sprinkler system- some flood irrigation.

(6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

T	R	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTAL
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
<u>4S</u>	<u>2E</u>	<u>17</u>			<u>28</u>	<u>20</u>	<u>27</u>	<u>25</u>	<u>40</u>	<u>40</u>									<u>180</u> <u>176</u>
					<u>24</u>		<u>32</u>	<u>21</u>	<u>39</u>										
		<u>18</u>	<u>39</u>			<u>38</u>													<u>77</u> <u>73</u>
			<u>33</u>			<u>40</u>													

Total no. of acres 257 249

B) If water is used for other than irrigation, fully describe that use, being as specific as possible:

NOTE: Include here the type and number of stock watered:

(7) If you are claiming water as a member of an organization, list name of organization:

(8) Remarks

(9) Basis of claim (Check one) ☐ A) Right based on diversion and beneficial use.
☐ B) Right decreed by court, cite title of case.

☒ C) Right based on application, permit, license, or previous statutory claim filed with the Idaho Department of Water Resources. Give No. 02-2259

Be it known that the undersigned, after being duly sworn on oath, depose(s) and say(s) that all statements included herein are true and accurate to the best of (his, her, their) knowledge.

JUNE 23, 1983
(Date)

State of IDAHO Organization Petroleum Const Inc
County of ADA Seal

On this 23 day of JUNE, in the year 1983 before me
a notary public, personally appeared R.E. Fox, PRES - PETROLEUM CONST INC.
known to me to be the person(s) whose name(s) are subscribed to the above instrument, and acknowledged to me that (he, she, they, corporation, partnership or) executed the same.

My commission expires LIFE Notary Public residing at BOISE, ID

IN THE DISTRICT COURT OF THE Fourth JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF Ada

IN THE MATTER OF THE GENERAL DETER-
MINATION OF RIGHTS TO THE USE OF
Snake River from base of milner
Dam to Oregon DRAINAGE BASIN:
Border.

AMENDED
**NOTICE OF CLAIM
TO A
WATER RIGHT**

<u>02-2259</u>	I.D. No.	Map No.
\$ <u>10.00</u>	Fee Paid	<u>339</u> Receipt No.

Notice is hereby given that Petroleum Construction, Inc.
P.O. Box 592, SANTA PAULA (Name of Claimant)
Greene Star Route, Murphy, ID 83650 93060 Telephone No. 805/525-2144
(Mailing Address) (Zip Code)

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:
(1) Date of priority: (When was the water first applied to a beneficial use, or priority date of decreed, licensed or permit right) 12/18/63

(2) Describe the source of water: (Name of stream, lake, spring, etc., or ground water) Snake River tributary to Columbia River

(3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:
Quantity 5.14 cfs Use Irrigation Period of Use From 3/15 To 11/15
(CFS, GPD, AF) (Domestic, irrigation, stock, etc.) (Mo., Day) (Mo., Day)
(Both dates inclusive)
Quantity _____ Use _____ Period of Use From _____ To _____
(CFS, GPD, AF) (Domestic, irrigation, stock, etc.) (Mo., Day) (Mo., Day)
(Both dates inclusive)
Quantity _____ Use _____ Period of Use From _____ To _____
(CFS, GPD, AF) (Domestic, irrigation, stock, etc.) (Mo., Day) (Mo., Day)
(Both dates inclusive)
Quantity _____ Use _____ Period of Use From _____ To _____
(CFS, GPD, AF) (Domestic, irrigation, stock, etc.) (Mo., Day) (Mo., Day)
(Both dates inclusive)

(4) 5.14 cfs TOTAL QUANTITY CLAIMED. (Lot 4)
(CFS, GPD, AF)

(5) A) Point of Diversion: Give location of point where water is diverted from its source NF $\frac{1}{4}$ NF $\frac{1}{4}$
Sec. 8, Twp. 4S, Rge. 2E, B.M., Owyhee County
Additional Points: _____

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.). Give sizes and capacities: be as specific as possible. Describe any changes in the system and give the date of the change.
75 HP (200 HP on order to replace 75 HP) pipeline with sprinkler system-
some flood irrigation.

(6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

T	R	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTAL
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
<u>4S</u>	<u>2E</u>	<u>17</u>			<u>28</u>	<u>20</u>	<u>27</u>	<u>25</u>	<u>40</u>	<u>40</u>									<u>180</u>
		<u>18</u>	<u>30</u>			<u>28</u>													<u>77</u>

Total no. of acres 257

B) If water is used for other than irrigation, fully describe that use, being as specific as possible: _____

NOTE: Include here the type and number of stock watered: _____

(7) If you are claiming water as a member of an organization, list name of organization: _____

(8) Remarks _____

(9) Basis of claim (Check one) ☐ A) Right based on diversion and beneficial use.
☐ B) Right decreed by court, cite title of case. _____

☐ C) Right based on application, permit, license, or previous statutory claim filed with the Idaho Department of Water Resources. Give No. 02-2259

Be it known that the undersigned, after being duly sworn on oath, depose(s) and say(s) that all statements included herein are true and accurate to the best of (his, her, their) knowledge.

JUNE 23 1983 (Date)
(Signature of Claimant)

State of IDAHO Organization Petroleum Construction, Inc.
County of Ada ss. Seal

On this 23 day of JUNE, in the year 1983 before me

a notary public, personally appeared R.E. Fox, Pres - Petroleum Construction, Inc.
known to me to be the person(s) whose name(s) are subscribed to the above instrument, and acknowledged to me that (he, she, they, corporation, partnership or _____) executed the same.

My commission expires LIFE Notary Public residing at Boise, ID

IN THE DISTRICT COURT OF THE JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF

IN THE MATTER OF THE GENERAL DETER-
MINATION OF RIGHTS TO THE USE OF
SNAKE RIVER FROM BASE OF MILNER
DAM TO OREGON DRAINAGE BASIN.
Border.

NOTICE OF CLAIM
TO A
WATER RIGHT

02-2259	
I.D. No.	Map No.
\$ 10.00	339
Fee Paid	Receipt No.

Notice is hereby given that Patrick &/or Phyllis Russell
(Name of Claimant)
Oreana Star Route, Murphy, ID 83650 Telephone No. none
(Mailing Address) (Zip Code)

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

- (1) Date of priority: (When was the water first applied to a beneficial use, or priority date of decreed, licensed or permit right) 12/18/63
- (2) Describe the source of water: (Name of stream, lake, spring, etc., or ground water) SNAKE RIVER tributary to COLUMBIA RIVER
- (3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:
- | | | |
|--|--|---|
| Quantity <u>5.14 cfs</u>
(CFS, GPD, AF) | Use <u>Irrigation</u>
(Domestic, irrigation, stock, etc.) | Period of Use From <u>3/15</u> To <u>11/15</u>
(Mo., Day) (Mo., Day)
(Both dates inclusive) |
| Quantity _____
(CFS, GPD, AF) | Use _____
(Domestic, irrigation, stock, etc.) | Period of Use From _____ To _____
(Mo., Day) (Mo., Day)
(Both dates inclusive) |
| Quantity _____
(CFS, GPD, AF) | Use _____
(Domestic, irrigation, stock, etc.) | Period of Use From _____ To _____
(Mo., Day) (Mo., Day)
(Both dates inclusive) |
| Quantity _____
(CFS, GPD, AF) | Use _____
(Domestic, irrigation, stock, etc.) | Period of Use From _____ To _____
(Mo., Day) (Mo., Day)
(Both dates inclusive) |
- (4) 5.14 cfs TOTAL QUANTITY CLAIMED. (Lot 4)
(CFS, GPD, AF)

(5) A) Point of Diversion: Give location of point where water is diverted from its source NE $\frac{1}{4}$ NE $\frac{1}{4}$
Sec. 8, Twp. 4S, Rge. 2E, B.M., Owyhee County
Additional Points: _____

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.). Give sizes and capacities: be as specific as possible. Describe any changes in the system and give the date of the change.
75 HP (200 HP on order to replace 75 HP) pipeline with sprinkler system -
some flood irrigation.

(6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

T	R	SEC.	NE¼				NW¼				SW¼				SE¼				TOTAL
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
4S	2E	17			28	20	27	25	40	40									180
		18	39			38													77

Total no. of acres 257

B) If water is used for other than irrigation, fully describe that use, being as specific as possible: _____

NOTE: Include here the type and number of stock watered: _____

(7) If you are claiming water as a member of an organization, list name of organization: _____

(8) Remarks _____

(9) Basis of claim (Check one) ☐ A) Right based on diversion and beneficial use.
☐ B) Right decreed by court, cite title of case. _____
☒ C) Right based on application, permit, license, or previous statutory claim filed with the Idaho Department of Water Resources. Give No. 02-2259

Be it known that the undersigned, after being duly sworn on oath, depose(s) and say(s) that all statements included herein are true and accurate to the best of (his, her, their) knowledge.

May 5, 1981
(Date)

State of Idaho Organization _____
County of Owyhee ss. Seal _____
(Signature of Authorized Agent)

On this 5th day of May, in the year 1981 before me
a notary public, personally appeared Patrick &/or Phyllis Russell
known to me to be the person(s) whose name(s) are subscribed to the above instrument, and acknowledged to me that (he, she, they, corporation, partnership or _____) executed the same.

My commission expires Life Notary Public residing at Boise

State of Idaho
Department of Water Resources

ADJUDICATION CLAIM ANALYSIS SHEET

Review by D. SHAFFDate 5/19/83
10/20/82Right No. 02-2859Claimant RUSSELL PET. CONST. INC

Recommendation differs from claim:
(Document any differences)



Yes



No



Disallow

Claim Details Verified Against:

Check (X or ✓) those searched. Circle records used for recommendation.
Include copies or memos where applicable to explain findings.



License



Previous Statutory Claim. Number if different than above _____



Permits, valid or lapsed. Number(s) if different than above _____



Decree. Name & date _____



Conveyance Loss Calculations. See printout included.

Title abstract. ☐ In file. Or, Name & location _____County records. ☐ In file. Or, Name & location _____Affidavits. ☐ In file.Posted Notices, Water Locations Notices. ☐ In File. Or, Name &

location _____

Deed Records. ☐ In file. Or, Name & location _____Patent Records. ☐ In file. Or, Name & location _____

Metzker Maps. Identify _____

A.S.C.S. Records. Year & Photograph No. COPY IN FILEIrrigation Company/District Records. ☐ In File. Or Name & location _____

Historical Books. Name(s) & location _____



Interview(s). Attach conversation memorandum.



Other _____



Field Exam Made YESDate 3/18/74Measurement 523BENEFICIAL USE EXAM REPORT IN FILE
cfs. Amount recommended 455 474 514 cfs.

Meter Type _____

No. _____

Condition _____

Date 3/18/74

Time _____

Adjudication Photographs Used No. 1974 OR JACKASS BUTTE, 2534-77-134, 3424-80-152Field Photographs Taken ☐ Yes ☒ NoMemorandum in file ☒ Yes ☐ No

Remarks _____

WED437

ADJUDICATION PROOF READING E

check P/U only

OK

WATER RIGHT NUMBER 02-2259

OWNER LAST NAME - PETROLEUM CONSTRUCTION INC.

FIRST NAME -

ADDRESS LINE 1 - P.O. BOX 592

ADDRESS LINE 2 -

ADDRESS LINE 3 -

CITY - SANTA PAULA

SOURCE - SNAKE RIVER

TRIBUTARY OF - COLUMBIA RIVER

STAGE -

STATUS -

PRIORITY - 12-18-1963 CC

TOTAL DIV. VOLUME -

.00 AFA TRFR/AMEND -

WATER DIST. - 02 DLE/C

DIVERSION POINT - SENE 08 045 02E LOT 04 REDIV -

FROM - 03-15 TO - 11-15 USE - IRRIGATION

USE DIV. RATE -

USE - IRRIGATION

PLACE OF USE - TWN 04S RNG 02E SEC

USE - IRRIGATION

PLACE OF USE - TWN 04S RNG 02E SEC

DECREE NAME -

REMARKS -

NON IRRIG USE -

OTHER RIGHTS FOR SAME USE -

PROOF DUE -

PERMIT/DENIED -

PROTESTED -

PROOF MADE - FLD EXAM - COND. OF APPROVAL -

DIVERSION MEANS - 75 HP PUMP, PIPELINE & SPRINKLER SYSTEM.

TO; 02-2259

FROM: Donald V. Shaff *DS*

DATE: 5/19/83

SUBJECT: Review Analysis

Aerial photography after the 1974 field exam indicates the examiner may have over_stated the number of irrigated acres. With an ascs photo copy (a copy is in this file) John Noyes visited this sight on 5/17/83. He found land in about the middle of the development was being put into crop that had not been cultivated before. With this additional acerage the irrigated land would now total 249 acres. This amount will be recommended.

The diversion rate for the right will remian at the liciensed amount despite the duty that exceeds .02 cfs per ^{acre}~~acre~~. Noyes found these lands to be intersected with old river bed gravel bars. This irrigation system would certianly require the amount that is recommended.

May 23, 1983

Russell Fox
Oreana Star Rt.
Murphy, ID 83650

RE: 02-2259, 02-2261B

Dear Mr. Fox:

During some recent field work, an agent from this office discovered that you are apparently the owner of land formerly owned by Pat Russell. To become the holder of record of the Snake River water rights for that land, you should file the enclosed amended claims. To do so, you will need to sign, have notarized and return the claims to this office. In this way, notices of future actions in the water rights law suit will be addressed to you.

Thanks for your participation.

Regards,

DONALD V. SHAFF
Adjudications Unit Leader

DVS:sc

Enclosures

16073

6/5
7/6

← R2E →

C434
270C

B
53.0

C434
270C

E
37.7

C
44.0

D
5.6

7/8
18/17

J
7.3

F
29.9

G
28.2

H
26.8

40.0

5/17/83

WATER RIGHT LICENSE

THIS IS TO CERTIFY that **REX G. STEINER**

Beneficial Use	Period of Use		Rate of Diversion		Annual Volume
Irrigation	April 1	to Oct. 31	at	5.14 cfs/acre	1,285 acre feet or 5.0 af per acre
	10/01	to	at	cfs/acre	
	11/01	to	at	cfs/acre	
	(both dates inclusive)				

THESE THINGS ARE NOT TO BE TAKEN TOO SERIOUSLY

[illegible]

Total number of persons treated _____ 257

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 19 day of April, 1974

Director

DEPARTMENT OF WATER ADMINISTRATION FIELD REPORT

1. Name of permit holder **Rex G. Steiner** Phone **834-2300**
 Post office address **Oreana, Idaho 83659** Phone
 Person to contact
 2. Source of water supply: Groundwater ☐ Surface water ☒ **Snake River**
 (name spring, stream, etc.)
 Tributary to **Columbia River**

3. Water will be used for the following purposes:

Amount **6.4** c.f.s. for **irrigation** (nature of use)
 AF/Annum
 Period of Use from **Apr. 1** to **Oct. 31**
 (mo.-day) inclusive (mo.-day)

Amount c.f.s. for (nature of use)
 AF/Annum
 Period of Use from to
 (mo.-day) inclusive (mo.-day)

Amount c.f.s. for (nature of use)
 AF/Annum
 Period of Use from to
 (mo.-day) inclusive (mo.-day)

Other uses:

4. Total amount to be appropriated:

Max. Rate of Diversion **6.4** cubic feet per second and annual volume AF/Annum.

5. Location of Point(s) of Diversion

Township **4S** N/S. Range **2E** E/W. B.M. Sec. **8** Subdivision **NE 1/4 NE 1/4** **Owyhee**
 County
 Township N/S. Range E/W. B.M. Section Subdivision County
 Township N/S. Range E/W. B.M. Section Subdivision County

Other Points of Diversion:

Description of diverting works: **1 75 hp and 1 50 hp from river with 50 hp booster for sprinkler system 1800' of 24" pipe from river to ditch.**

Measuring device required: ☒

6. Lands to be irrigated (acreage)

TWP.	RANGE	SEC.	S.E. 1/4				S.W. 1/4				N.E. 1/4				N.W. 1/4				TOTALS
			NE 1/4	NW 1/4	SE 1/4	SW 1/4	NE 1/4	NW 1/4	SE 1/4	SW 1/4	NE 1/4	NW 1/4	SE 1/4	SW 1/4	NE 1/4	NW 1/4	SE 1/4	SW 1/4	
4S	2E	17			40	40	40	40	40	40									240
		18	40			40													80

TOTAL ACREAGE

320

02-1257

Permit No. 31606/02-2254
Examination for 2/4

1

Rge - 2E

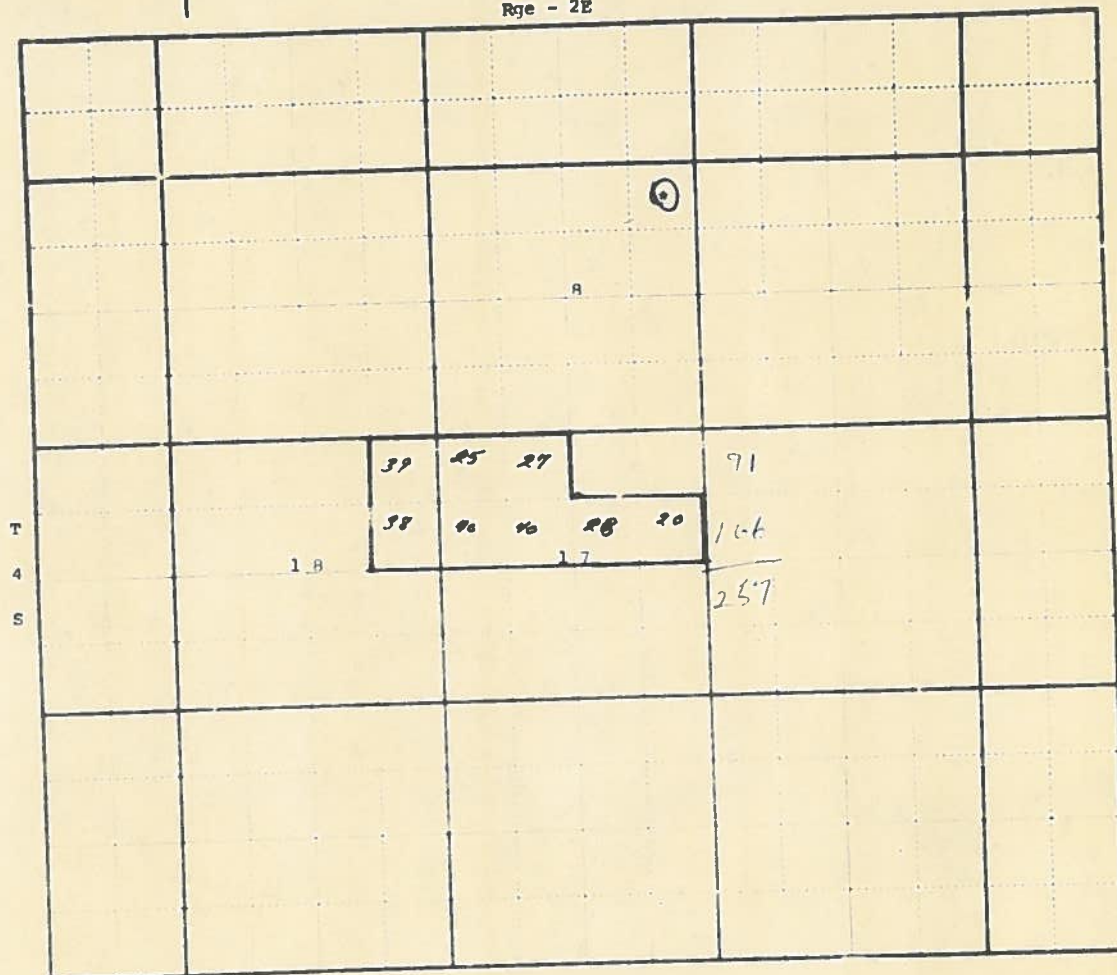


Diagram of System

DATE OF EXAM

Sept 13

ACREAGE

Found

257

Recommended

257

Irrigation Requirement

~~450~~ 510

Ac Ft/Ac

USE

Irrigation Q

5.14

CFS

V=

12.5

AF/Ann. from Mar 15

to

Nov 15

Domestic Q=

CFS

V=

AF/Ann. from

to

Livestock Q=

CFS

V=

AF/Ann. from

to

Is water commingled? yes

no

Name source

Twp

4

N/S Rge

3

E/W B.M. Sec

6

Sub

14

14

N/E

Clayton
County

Exchange? yes

no

Name source exchanged with

Twp

N/S Rge

E/W B.M. Sec

Sub

14

14

County

Point of injection

Twp

N/S Rge

E/W B.M. Sec

Sub

14

14

County

Point of exchange

Twp

N/S Rge

E/W B.M. Sec

Sub

14

14

County

Total Q measured

5.25 CFS

Method of measurement

W. M. R.

Total Q recommended

5.14 CFS

Meter No

Type

Condition

OK

Total V recommended

12.55 ACFT

Recommended Amendments

P.D.

Place of Use

Other

None

MEASUREMENT CALCULATION

3 Rectangular Weir Installed
 $Q = .67 @ 3' = 5.23 \text{ CFS}$ $V = 12.55 \text{ ACFT/AN}$

SYSTEM DESCRIPTION

GE 75 HP Motor 250/460 Volt 1775 RPM Ser No DGJ487572

L/B pump #44871

50 HP US Motor 250/460 Volt 1765 RPM Ser No R2023315

8" discharge 26" Pennock for 800' And 1000' of 22"

REMARKS

Examiner's Signature

B. R.

Date 5/13/74

Checked by

Date

Approved by

Date



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

March 27, 2003

JAMES L & DOROTHY A GIBSON TRUST
8773 W BROOKVIEW DR
BOISE ID 83709

RE: Snake River Basin Adjudication (SRBA)
Notice of Security Interest for Water Right Claims #2-2259 and 2-2261A

We acknowledge receipt of correspondence from Pioneer Title Company of Canyon County adding your name as Security Interest for the Notices of Claim to a Water Right referenced above. We have modified our records accordingly and have enclosed a proof report of claim #2-2259 and 2-2261A for your records.

Please contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Sally', is written over a horizontal line.

Sally Sherman
Technical Records Specialist
Adjudication Bureau

SS:region
Enclosures:

Proof Report of #2-2259 and 2-2261A



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

DIRK KEMPTHORNE
GOVERNOR

October 28, 2002

KARL J. DREHER
DIRECTOR

DUANE C GIBLER
9405 SUNFLOWER LN
BOISE ID 83704

RECEIVED

DEC 03 2002

**WATER RESOURCES
WESTERN REGION**

RE: Snake River Basin Adjudication (SRBA)
Notice of Security Interest for Water Right Claims #2-2259 and 2-2261A

Dear Mr. Gibler:

We acknowledge receipt of correspondence from Pioneer Title Company of Canyon County adding your name as Security Interest for the Notices of Claim to a Water Right referenced above. We have modified our records accordingly and have enclosed a proof report of claim #2-2259 and 2-2261A for your records.

Please contact me if you have any questions or concerns.

Sincerely,

Sally Sherman
Technical Records Specialist
Adjudication Bureau

SS:region

Enclosures:

Proof Report of #2-2259 and 2-2261A



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

DIRK KEMPTHORNE
GOVERNOR

October 28, 2002

KARL J. DREHER
DIRECTOR

PIONEER TITLE COMPANY OF CANYON COUNTY
100 10TH AVE SOUTH
NAMPA ID 83651

RE: Snake River Basin Adjudication (SRBA)
Notice of Security Interest in a Water Right
Notices of Claim #2-2259 and 2-2261A for Hillway, Inc.
Escrow No. PN 70717

There is no charge for security interest processing of claims still pending in the SRBA. The refund process has been initiated with the State Auditor's Office for the \$150.00 fee you paid on receipt #C065336. You should receive a check in the near future.

For future reference, you can determine if a water right claim has been decreed by checking the SRBA Court's site at www.srba.state.id.us. Scroll to IWATRS Reports, then scroll down to Display a Subcase Summary Sheet, enter the adjudication claim number (xx-xxxxx). This will tell you if and when a partial decree was issued. If it HAS been decreed, there is a \$25.00 security interest fee due with each water right. If it has NOT been reported or decreed yet, and is therefore still pending in the SRBA, there is no fee due.

Sincerely,

Donald V. Shaff
Manager
Adjudication Technical Section

DVS:ss:region:ref

REFUND REQUEST

TO: S. Sherman to Log In
 FOR: D. Shaff/D. Allen
 FROM: S. Sherman Date: 10-25-02
 SUBJ: Receipt No. 2065336 (Please attach ARQ2 Receipt copy immediately behind blue form)

RE: PayOR Pioneer Title Company of Canyon County
 Address 100 10th Ave. South
Nampa ID 83651

Claimant(s) if NOT Payor —
 Refund Amount \$150.⁰⁰ Claim Location (Region/Claimant)
 Extension Filed? Y/N NA Copy Attached? Y/N NA
 Late Fees Paid? Y/N NA Late Fee Receipt # n/a
 S.O. Verified Ext. by n/a on — D.B. Query by n/a
 Refund Generated By () Agent (r) S () Claimant
 Refund Category:
 insufficient fees / claim incomplete / withdrawn / o-pmt

Date of Last Correspondence (copy attached) n/a

Claim No.	Use*	Fees Paid	Correct Fee	Rec't #
<u>2-2259</u>	<u>01</u>	<u>\$75-</u>	<u>0</u>	<u>2065336</u>
<u>2-2261A</u>	<u>01</u>	<u>\$75</u>	<u>0</u>	
		\$		
		\$		
		\$		
Total		\$	\$	

*Incomplete claims or insufficient fees for irrigation use will generally NOT be refunded. D.E. claim in AJSP1 at minimum.

Detailed Reason(s) for Refund Attached Y/N
No fee charged for Security Interest on Claims pending in SRBA.

Region AJ Spvsr. Approval — S.O. AJ Spvsr. Approval —
 Don Shaff Approval [Signature] 10/28/02 Hold — To Fiscal 10-28-02
 Data Base Modified? Y/N NA A &/or R Records By DL on 10-25-02
 Logged 10-25-02

→ Brenda pls reference PN 70717 somewhere on their refund check. (escrow #)

Thank you. [Signature]

RECEIVED
OCT 21 2002

Department of Water Resources

**PIONEER TITLE COMPANY
OF CANYON COUNTY**

100 10TH AVE. SOUTH
NAMPA, IDAHO 83651
(208) 466-6100

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
1301 NO. ORCHARD
BOISE, ID 83706

ESCROW NO. PN70717
RE: DUANE C. GIBLER TO THE
JAMES L. & DOROTHY
A. GIBSON TRUST
DATE: October 18, 2002

RECEIVED BY _____ DATE _____

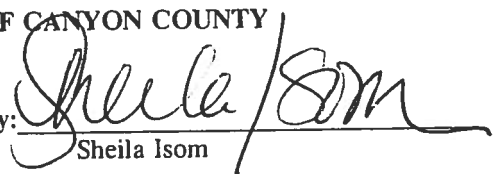
In connection with the above numbered Escrow, we enclose the following:

- (X) Our Check in the sum of \$150.00
- () Closing Statement
- () Original Quitclaim Deed recorded as Instrument No.
- () Original Warranty Deed recorded as Instrument No.
- () Original Deed of Trust recorded as Instrument No.
- () Note dated in the sum of \$
- () Title Insurance Policy No.
- () Fire Insurance Policy in the amount \$
- () Copies of all closing documents
- ()
- ()
- ()

Any other documents to which you are entitled will be forwarded as soon as they are available.

Yours Very Truly,
PIONEER TITLE COMPANY
OF CANYON COUNTY

By:


Sheila Isom



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

June 23, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

Re: Notice of Claim to a Water Right No. A02-02259 & A02-02261A

Hillway Inc
3895 Girdner Ln
Meridian ID 83642

Dear Claimant:

Enclosed is a copy of the above referenced claim which reflects the change in ownership of the land and appurtenant water rights covered under the original filing.

The Department will contact you in the future concerning any requirements that may be needed in order to process this claim for final court decree.

A copy of this ownership change information has been forwarded to our main office, as they have the file to make the necessary changes on claim number 57-07268.

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

Sincerely,

A handwritten signature in cursive script that reads "Denise Buffington". The signature is written in dark ink and is positioned above the typed name and title.

Denise Buffington
Records Clerk
Adjudication Section
Western Region Office

DB:d

Enclosure



State of Idaho
DEPARTMENT OF WATER RESOURCES

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

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

January 3, 1996

RE: Notice of Claims to Water Rights Nos. 57-07268 & A02-02259

Robert L Pullen Jr
PO BOX 451
GRAND VIEW ID 83624

Dear Robert,

We have received the Change of Ownership Form 42-1409(7) in connection with the above referenced claims. Enclosed are computer generated profiles of the information on these claims, which now reflects the change of ownership to the Department's records. Please be advised that 57-07268 claim was previously submitted to the Snake River Basin Adjudication (SRBA) Court in Twin Falls to be decreed as a part of the Department's Director's Report for water rights in Basin 57.

Although the Department's records have been changed to reflect this ownership change on claim 57-07268, SRBA Judge Daniel C. Hurlbutt, Jr. has issued a Court Order dated June 17, 1993, requiring that any claimant with a claim submitted for final decree must complete the enclosed Standard Form 3 before the Court's records for the decree will be changed to reflect the new owner. Standard Form 3 is enclosed along with the directions on how and where to mail the completed form.

Also enclosed is a copy of claim A02-02259, which reflects the CHANGE IN OWNERSHIP of the lands and appurtenant water rights covered by this claim.

The Department will contact you in the future concerning any requirements that may be needed in order to process this claim for final court decree.

If you have any questions concerning Standard Form 3 to be used with 57-07268, please do not hesitate to contact this office at (208)334-2190 or the SRBA Court in reference to 57-07268 at (208)736-3011.

Sincerely,

ADJUDICATION STAFF
Department of Water Resources
Western Region Office

RH:r
Enclosures

MICROFILMED

SEP 19 1996