

06/14/2001

NOTICE OF ERROR
REPLY

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: June 15, 2001

Water right number: 43-13046

KENT DURFEE

PO BOX 175

ALMO ID 83312

Telephone Number: (208)824-5536

RECEIVED

JUL - 2 2001

Department of Water Resources
Southern Region

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):
2. Describe the changes you wish to make in the proposed recommendation:
3. Give a brief explanation as to why you disagree with these portions:

☒ I AGREE with this proposed recommendation: no changes need to be made.

DATE: 6/29/01 SIGNATURE: Kent R Durfee

Please print your name: Kent R. Durfee

IDWR Regional Office, 1341 Fillmore St, Suite 200, Twin Falls, ID 83301, 2087363033

06/12/2001

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

RIGHT NUMBER: 43-13046

NAME AND ADDRESS: KENT DURFEE
PO BOX 175
ALMO, ID 83312

SOURCE: RAFT RIVER TRIBUTARY: SNAKE RIVER

QUANTITY: 0.8 CFS

PRIORITY DATE: 09/23/1909

POINT OF DIVERSION: T16S R24E S14 NWNESE Within CASSIA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04-01 10-31	0.80 CFS

PLACE OF USE:

<u>IRRIGATION Within CASSIA County</u>			
T16S R24E S12	NESW	20	T16S R24E S12 SWSW 25
T16S R24E S12	SESW	40	

85 ACRES TOTAL

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 40 ACRES WITHIN
THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION
SEASON.

USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL
OF 85 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 43-2058, 43-2214,
43-13044, 43-13046, 43-13048, 43-13050, 43-13052, 43-13054.

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

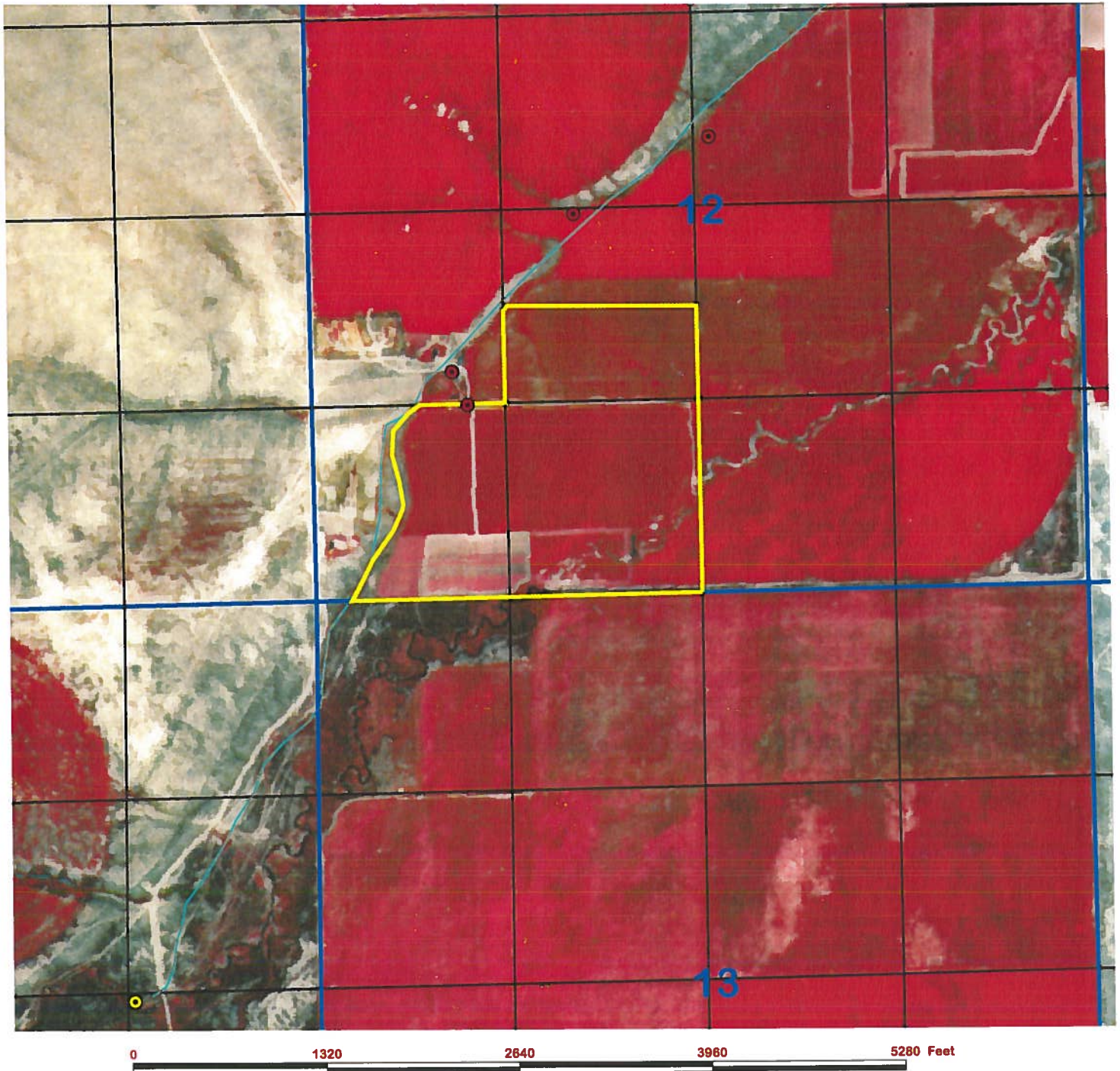
RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION
PURSUANT TO SECTION 42-1425, IDAHO CODE.

Idaho Department of Water Resources

**RIGHTS: 43-2058, 43-2214, 43-13044,
43-13046**

SOURCE: RAFT RIVER

**RECOMMENDED PLACE OF USE
TWP 16S, RNG 24E,
Data entry on June 11, 2001**



● RECOMMENDED POINT OF DIVERSION

RECOMMENDED PLACE OF USE

SECTION LINES

QUARTER/QUARTER LINES



**GIS PLACE OF USE PRESENTATION
1987/1988 NAPP AERIAL PHOTOGRAPHY
PREPARED BY VIKIE HANCOCK**

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

RECEIVED

JUN 25 2001

Department of Water Resources
Southern Region

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
_____	43-2058	_____	_____	43-2560	_____
_____	43-2214	_____	_____	43-4018	_____
_____	43-148	_____	_____	43-10014	_____
_____	43-2051	_____	_____	_____	_____
_____	43-2552	_____	_____	_____	_____

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

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

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

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

Bruce & Kent Durfee

4. New Owner/Claimant(s)

Kent Durfee

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

PO Box 175

City, State and ZIP Code

ALMO ID 83312

New Telephone Number

() _____

5. Date you acquired the property

APPROX 1990

OVER

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

NOTE: ALL OF 43-2058 & 43-2215 plus:

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
A PORTION OF		
Water Right and/or Adjudication Claim Number <u>43-148, -2051, -2552-2560</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation		
Stock		
Domestic		<u>Per Meeting with V. Hancock</u>
Other		<u>6-8-2001</u>
Total		

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

7. Signature of New Owner(s) or Claimant(s) Kent R. Dwyer
(include title if applicable)

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

For Office Use Only

Received by _____ Date _____ Fee _____
 Receipted by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

PARSONS, SMITH, STONE & FLETCHER
LAWYERS
BURLEY, IDAHO

QUITCLAIM DEED

THIS INDENTURE, made this 12 day of April, 1990, between E. BRUCE DURFEE and KAY H. DURFEE, husband and wife, of Almo, Idaho 83312, herein called the "Grantor", and KENT R. DURFEE and JANIS C. DURFEE, husband and wife, of Almo, Idaho 83312, herein called the "Grantee".

W I T N E S S E T H:

The said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, and other valuable consideration to Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever quitclaim unto the Grantee and to the heirs and assigns of the Grantee, all of the interest of the Grantor in that certain lot, piece or parcel of land situated, lying and being in the County of Cassia, State of Idaho, bounded and particularly described as follows, to-wit:

TOWNSHIP 16 SOUTH, RANGE 24 EAST, BOISE
MERIDIAN, CASSIA COUNTY, IDAHO

Section 12: S1/2NE1/4SW1/4.

Section 14: NW1/4SE1/4.

TOGETHER with the well and pumps in the NW1/4SE1/4, Section 14, Township 16 South, Range 24 East, Boise Meridian, and two deep irrigation wells and pumps and stock well in SW1/4 of Section 12, Township 16 South, Range 24 E.B.M.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in

1 anywise appertaining, the reversion and reversions, remainder
2 and remainders, rents, issues, and profits thereof. To have and
3 to hold all and singular the said premises, together with the
4 appurtenances, unto the Grantee, and to the heirs and assigns of
5 Grantee forever.

6 IN WITNESS WHEREOF, the Grantor has executed this
7 Quitclaim Deed.

8 E. Bruce Durfee
9 Kay H. Durfee

10
11
12 STATE OF IDAHO)
13 County of Cassia) ss

14 On this 12 day of April, in the year 1990, before
15 me, the undersigned, a Notary Public in and for said State,
16 personally appeared E. BRUCE DURFEE and KAY H. DURFEE, husband
17 and wife, known or identified to me to be the persons whose
18 names are subscribed to the within instrument, and acknowledged
19 to me that they executed the same.

20 E. Bruce Durfee
21 Notary Public for Idaho
22 Residing at Idaho
23 My commission expires on 5-10-93
24
25
26

1 MODIFICATION OF CONTRACTS OF SALE OF
2 REAL AND PERSONAL PROPERTY

3 AGREEMENT, made this 12 day of April, 1990, between
4 ELBERT L. DURFEE, a/k/a ELBERT DURFEE and GRACE A. DURFEE,
5 husband and wife, of Almo, Idaho, 83312 ("E. Durfee") and E.
6 BRUCE DURFEE and KAY H. DURFEE, husband and wife, of Almo,
7 Idaho, 83312 ("B. Durfee") and KENT R. DURFEE and JANIS C.
8 DURFEE, husband and wife, of Almo, Idaho, 83312 ("K. Durfee").

9 1. RECITALS: The parties recite and declare:

10 1.1. On March 19, 1975, E. Durfee entered into two
11 contracts of sale of real estate and personal property, one with
12 K. Durfee and one with B. Durfee. The contracts with supporting
13 documents are in escrow at D. L. Evans Bank, Albion, Idaho.

14 1.2. K. Durfee and B. Durfee desire to exchange
15 certain lands in their respective contracts to each other along
16 with certain cattle, water rights and irrigation equipment.

17 1.3. E. Durfee is willing to allow the exchange
18 subject to the terms and conditions hereof.

19 1.4. There is currently owed to E. Durfee by B. Durfee
20 \$38,193.90, as of March 8, 1990.

21 1.5. There is currently owned to E. Durfee by K.
22 Durfee \$38,218.22 as of March 8, 1990.

23 NOW, THEREFORE, in consideration of recitals and the
24 terms and conditions hereof the parties agree:

25 2. EXCHANGE BY K. DURFEE TO B. DURFEE: K. Durfee
26 shall exchange to B. Durfee the following described real estate

1 in Cassia County, Idaho:

2 TOWNSHIP 15 SOUTH, RANGE 24 EAST, BOISE
3 MERIDIAN

4 Section 15: N $\frac{1}{2}$ SW $\frac{1}{4}$.

5 Section 16: NE $\frac{1}{4}$ SE $\frac{1}{4}$ and W $\frac{1}{2}$ SE $\frac{1}{4}$.

6 TOWNSHIP 16 SOUTH, RANGE 24 EAST, BOISE
7 MERIDIAN

8 Section 12: S $\frac{1}{2}$ SE $\frac{1}{4}$.

9 Section 21: E $\frac{1}{2}$

10 AND TOGETHER with four (4) shares of water in the Almo Water
11 Company and a certain well and pump in the W $\frac{1}{2}$ NW $\frac{1}{4}$, Section 23,
12 Township 16 South, Range 24 East, Boise Meridian, and the
13 pressure pumps located in the SW $\frac{1}{4}$, Section 12, Township 16
14 South, Range 24 East, Boise Meridian, TOGETHER with all water
15 rights in Raft River and 180 head of beef cattle branded Y on
16 the right hip.

17 3. EXCHANGE B. DURFEE TO K. DURFEE: B. Durfee shall
18 exchange to K. Durfee the following real estate in Cassia
19 County, Idaho, to-wit:

20 TOWNSHIP 16 SOUTH, RANGE 24 EAST, BOISE
21 MERIDIAN, CASSIA COUNTY, IDAHO

22 Section 12: S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$.

23 Section 14: NW $\frac{1}{4}$ SE $\frac{1}{4}$.

24 TOGETHER with the well and pumps in the NW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 14,
25 Township 16 South, Range 24 East, Boise Meridian, and 100 head
26 of dairy and holstein cattle branded Y on the right hip, two
deep irrigation wells and pumps and stock well in SW $\frac{1}{4}$ of Section
12, Township 16 South Range 24 E. B.M.

4. DOCUMENTS: B. Durfee and K. Durfee will execute
appropriate Quitclaim Deeds to the real estate and Bills of Sale
to the respective chattels and place them in the escrows of the
respective contracts with E. Durfee at D. L. Evans Bank so that
upon full payment and performance the Deeds shall be delivered
along with the Bills of Sale together with the E. Durfee Deed

1 for the completion of the chain of title.

2 5. CONSENT BY E. DURFEE: E. Durfee consents to the
3 exchange with the express understanding that in the event of a
4 default under either or both of the contracts that the exchanged
5 lands, cattle, and irrigation equipment will be enforced under
6 the respective contract with E. Durfee, K. Durfee and/or B.
7 Durfee as though the same had been within the respective
8 contracts from the inception and as though no exchange had taken
9 place.

10 6. ESCROW: An appropriate executed copy of this
11 agreement shall be placed in each escrow at D. L. Evans Bank of
12 the respective parties along with the appropriate quitclaim
13 Deeds and Bills of Sale.

14 7. COOPERATION: Each of the parties agree to
15 cooperate with the other in implementing this exchange and
16 particularly the execution of any changes in water rights with
17 the Department of Water Resources for compliance with the water
18 laws of the State of Idaho and the current water adjudication
19 case now pending in Idaho.

20 8. NON-WAIVER: The execution of this agreement by E.
21 Durfee shall not be construed as a waiver of any rights under
22 the respective contracts with K. Durfee and B. Durfee. The
23 contracts shall remain separate and independent and shall in no
24 way be altered except as to the exchange of properties. All
25 other terms and conditions of the contracts of all of the
26 parties remain in full force and effect.

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

3 Elbert L. Durfee
4 Elbert L. Durfee, a/k/a
5 Elbert Durfee

6 Grace A. Durfee
7 Grace A. Durfee

8 E. Bruce Durfee
9 E. Bruce Durfee

10 Kay H. Durfee
11 Kay H. Durfee

12 Kent R. Durfee
13 Kent R. Durfee

14 Janis C. Durfee
15 Janis C. Durfee

16 STATE OF IDAHO)
17 County of Cassia) ss

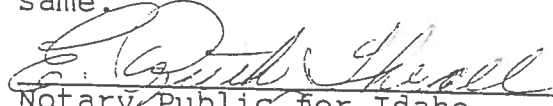
18 On this 12 day of April, in the year 1990, before
19 me, the undersigned, a Notary Public in and for said State,
20 personally appeared ELBERT L. DURFEE, a/k/a ELBERT DURFEE, and
21 GRACE A. DURFEE, husband and wife, known or identified to me to
22 be the persons whose names are subscribed to the within
23 instrument, and acknowledged to me that they executed the same.

24 E. Bruce Durfee
25 Notary Public for Idaho
26 Residing at Boise
My commission expires on 5-10-93

27 STATE OF IDAHO)
28 County of Cassia) ss

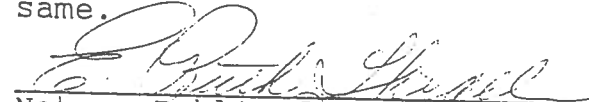
29 On this 12 day of April, in the year 1990, before
30 me, the undersigned, a Notary Public in and for said State,
31 personally appeared E. BRUCE DURFEE and KAY H. DURFEE, husband
32 and wife, known or identified to me to be the persons whose

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


Notary Public for Idaho
Residing at Burley
My commission expires on 5-10-93

STATE OF IDAHO)
County of Cassia) ss

On this 12 day of April, in the year 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared KENT R. DURFEE and JANIS C. DURFEE, husband and wife,, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.


Notary Public for Idaho
Residing at Burley
My commission expires on 5-10-93

**PARSONS, SMITH & PEDERSEN
LAWYERS
BURLEY, IDAHO**

W I T N E S S E T H:

PARSONS, SMITH & PEDERSEN
LAWYERS
BURLEY, IDAHO

22. SECURITY INTEREST.

a security interest in the personal property and title is passing upon the execution of this agreement, however, the Buyer agrees, as elsewhere provided in the contract, to maintain the premises and to maintain the same as principally a cattle operation. Other material change in use of the premises shall be with the consent of the Seller.

23. LIFE ESTATE: Located on the North Half of the

Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 15, Township 15 South, Range 24 East Boise Meridian is a home and outbuildings occupied by the Seller. Either or both of the Sellers shall be entitled to a life estate in such home so long as they shall live and so long as either or both shall reside in the home for at least four months each year. Failure to occupy the home for four months each year shall constitute abandonment and the life estate shall be deemed to have terminated. So long as either live there they will maintain the premises in as good a condition as they now are, including, but not limited to painting, repairs, yard upkeep, and so on. The Seller agrees to maintain a policy of fire insurance on the premises with the proceeds payable to the Buyer as the interest of the Buyer appears. In the event of casualty and in the event that the premises are not rebuilt the Buyer shall be entitled to the proceeds of the fire insurance policy. The parties agree that for the purpose of title clearance, this life estate shall not be placed upon the deed, however, in the event the Seller deems it necessary the Seller may record this contract to give notice to the world that the Seller has a life estate in the particular property herein described.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Elbert L. Dwyer

Grace A. Durfee
Kent R. Durfee
James C. Durfee

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STATE OF IDAHO)
) ss
County of Cassia)

On this 19th day of March, 1975, before me, the undersigned, a Notary Public in and for said State, personally appeared ELBERT L. DURFEE and GRACE A. DURFEE, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

William A. Parsons
Notary Public for Idaho
Residing at Burley, Idaho

W. A. PEDERSEN
Notary Public
Idaho

STATE OF IDAHO)
) ss
County of Cassia)

On this 20th day of March, 1975, before me, the undersigned, a Notary Public in and for said State, personally appeared ELBERT L. DURFEE and GRACE A. DURFEE, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

William A. Parsons
Notary Public for Idaho
Residing at Burley, Idaho

Provided, however, that you are authorized to receive any or all such payments or any part thereof any time after the above dates specified therefor (hereinafter referred to as the due dates) and prior to delivery of said documents and property to Grantor as hereinafter provided, with like effect as if paid on or before said due date.

If, however, at any time prior to full payment of all principal and interest above specified, Grantor delivers to you at the office above specified, written demand for the delivery of such documents and property to him, specifying in detail as grounds therefor, either:

(a) That all or any part of any payment of principal or interest above specified remains unpaid and that the due date therefor has passed; or

(b) That Grantee has failed to perform any specified term or condition, other than payment of principal and interest, incumbent on him to be performed, under that certain contract dated March 19 1975, made by and between Grantor herein as one party and Grantee herein as the other party, copy of which is deposited with you herewith for purposes of identification, then in such event or events, hereinafter called defaults, you shall promptly deliver to Grantee personally, or at your option deposit in the United States mail, postage prepaid, addressed to Grantee at Almo, Idaho

or at such other address as he may have directed by writing previously delivered to you at the branch above designated, copy of such demand. If it appears by your records that all payments of principal or interest designated in said demand and for which the due date

has actually arrived are fully paid, or if not, then if the same be paid before the expiration of 30 days after said copy of demand is so delivered or mailed to Grantee, and within the same time Grantee also proves to your satisfaction that none of the other defaults, if any, specified in said demand existed at the time said demand was made, or if they did that they do so no longer, Grantor's said demand shall be disregarded and you shall continue to hold said documents and property under the terms hereof and to receive the payments as above specified at the times and on the same conditions and to the same effect as if no such demand had been made; otherwise all said documents and property then held by you shall be delivered to Grantor; provided, however, that you may at your option at any time without liability to anyone, withhold delivery of all said documents and property and decline to receive further payments hereunder until your rights, powers and duties hereunder in any respect requested by you have been settled acceptably to yourselves by further written instructions of the undersigned or finally determined by judicial action.

It is further agreed that this instrument contains the entire agreement between you and the undersigned, or any of them, and that you are not a party to or bound by the contract referred to in paragraph designated (b) above, or any provision thereof, nor by any instrument or agreement other than this, whether between or among the undersigned themselves, or otherwise; that you shall not be required to take notice of any default or any other matter, nor bound by nor required to give any notice or demand, nor require to take any action whatever except as herein expressly provided; and you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

The undersigned agree to pay you as compensation for your services hereunder an initial fee of \$ _____

and an additional fee of one-tenth of one per cent. (but not less than _____ cents on each collection) of all funds received by you hereunder, together with all actual and necessary expenses and liabilities you may incur hereunder, for all which you are granted a first lien on all the above described property and documents and all funds coming into your hands hereunder, and you shall be under no obligation to deliver any of said documents, property, or funds until such lien is discharged, anything herein contained to the contrary notwithstanding.

The words "Grantor" and "Grantee", and the language of this instrument, where there is more than one grantor or grantee, shall be construed as plural and be binding equally on all such grantors and/or grantees, and in cases where one or more are females, the masculine shall include the feminine. The word "undersigned" as hereinbefore used, refers to the grantors and/or grantees, and not to you.

IN WITNESS WHEREOF, the parties have executed this instrument, in triplicate, this 19 day of March, 19 75, at Burley, Idaho

s/ Kent R. Durfee

s/ Elbert L. Durfee

s/ Janis C. Durfee

s/ Grace A. Durfee

GRANTEES

GRANTORS

STATE OF IDAHO
County of CASSIA } ss.

On this 19 22 day of March, in the year 19 75, before me, the undersigned, a Notary Public in and for said state, personally appeared ELBERT L. DURFEE and GRACE A. DURFEE, husband and wife, and KENT R. DURFEE and JANIS C. DURFEE, husband and wife,

known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that (t)he(y) executed the same.

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

S/William A. Parsons

Notary Public for Idaho

Residing at Burley, Idaho

The undersigned bank hereby acknowledges receipt of the documents and property described in the foregoing agreement, and agrees to hold and dispose of the same in accordance with the instructions and upon the terms and conditions above set forth.

Dated at Albion, Idaho this 25 day of March, 19 75

D. L. EVANS BANK

By [Signature]

ESCROW AGREEMENT

To D. L. EVANS BANK
Albion, Idaho

(Address)

The undersigned, ELBERT L. DURFEE and GRACE A. DURFEE, husband and wife,

hereinafter called "Grantor," and KENT R. DURFEE and JANIS C. DURFEE, husband and wife,

hereinafter called "Grantee," herewith deliver to you in escrow the documents and property hereinafter described, to be held and disposed of by you in accordance with the instructions and upon the terms herein set forth, and not otherwise, to all of which the undersigned hereby agree. Said documents and property are described as follows:

1. Contract of Sale dated March 19th, 1975
2. Warranty Deed dated March 19th, 1975
3. Escrow Agreement

You are hereby authorized and directed to deliver the above described documents and property to Grantee upon payment to you, at the address above specified, for the Grantor of the total sum of \$ 60,000.00, principal and interest on the unpaid balance thereof at 5 per cent. per annum from March 1, 1975, to be paid as follows:

(Specify date and amount of each payment of principal and dates of interest payments)

(a) Twenty Thousand Dollars (\$20,000.00) upon the execution and delivery of this contract, the receipt whereof is hereby acknowledged.

(b) Sixty Thousand Dollars (\$60,000.00) in annual installment payment of Four Thousand Twelve Dollars and Fifty Cents (\$4,012.50), including interest on the unpaid balance at the rate of five percent (5%) per annum. The first annual installment shall be due on March 1, 1976, and annually on the first day of March thereafter until all principal and interest shall have been paid. Interest on the first installment shall be computed from March 1, 1975, and thereafter interest shall be computed from the date of the last principal payment. Notwithstanding the foregoing all payments of principal and interest, unless sooner prepaid shall be due and payable on March 1, 1996.

(c) The Buyer has the privilege to prepay any and all of the unpaid balance at any time so long as all interest is paid to the date of such prepayment.

(d) Any escrow charges attributed to the Buyer shall be in addition to the regular installment payments of principal and interest.

Grantor Social Sec. No. 518-42-6679
Grantee Social Sec. No. 519-72-5868

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

02/01/2001

RIGHT NUMBER:

43-2051

NAME AND ADDRESS:

KENT DURFEE
PO BOX 175
ALMO, ID 83312

E BRUCE DURFEE
PO BOX 187
ALMO, ID 83312

SOURCE:

RAFT RIVER

TRIBUTARY: SNAKE RIVER

QUANTITY:

2.2 CFS

WHEN COMBINED, RIGHT NOS. 43-148, 43-337, 43-2051, 43-2058, 43-2200, 43-2214, 43-2552, 43-2560, 43-4018, 43-10014 SHALL PROVIDE NO MORE THAN .02 CFS PER ACRE.

PRIORITY DATE:

09/23/1909

POINT OF DIVERSION:

T16S R24E S14

NWNESE

Within CASSIA County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
IRRIGATION

PERIOD OF USE
04-01 10-31

QUANTITY
2.20 CFS

PLACE OF USE:

IRRIGATION Within CASSIA County

T16S R24E S12	NESW	34	T16S R24E S12	NWSW	4.6
T16S R24E S12	SWSW	25	T16S R24E S12	SESW	40
T16S R24E S12	NESE	40	T16S R24E S12	NWSE	40
T16S R24E S12	SWSE	40	T16S R24E S12	SESE	40

263.6 ACRES TOTAL

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 110 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 432 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 43-148, 43-337, 43-2051, 43-2058, 43-2200, 43-2214, 43-2552, 43-2560, 43-4018, 43-10014.

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

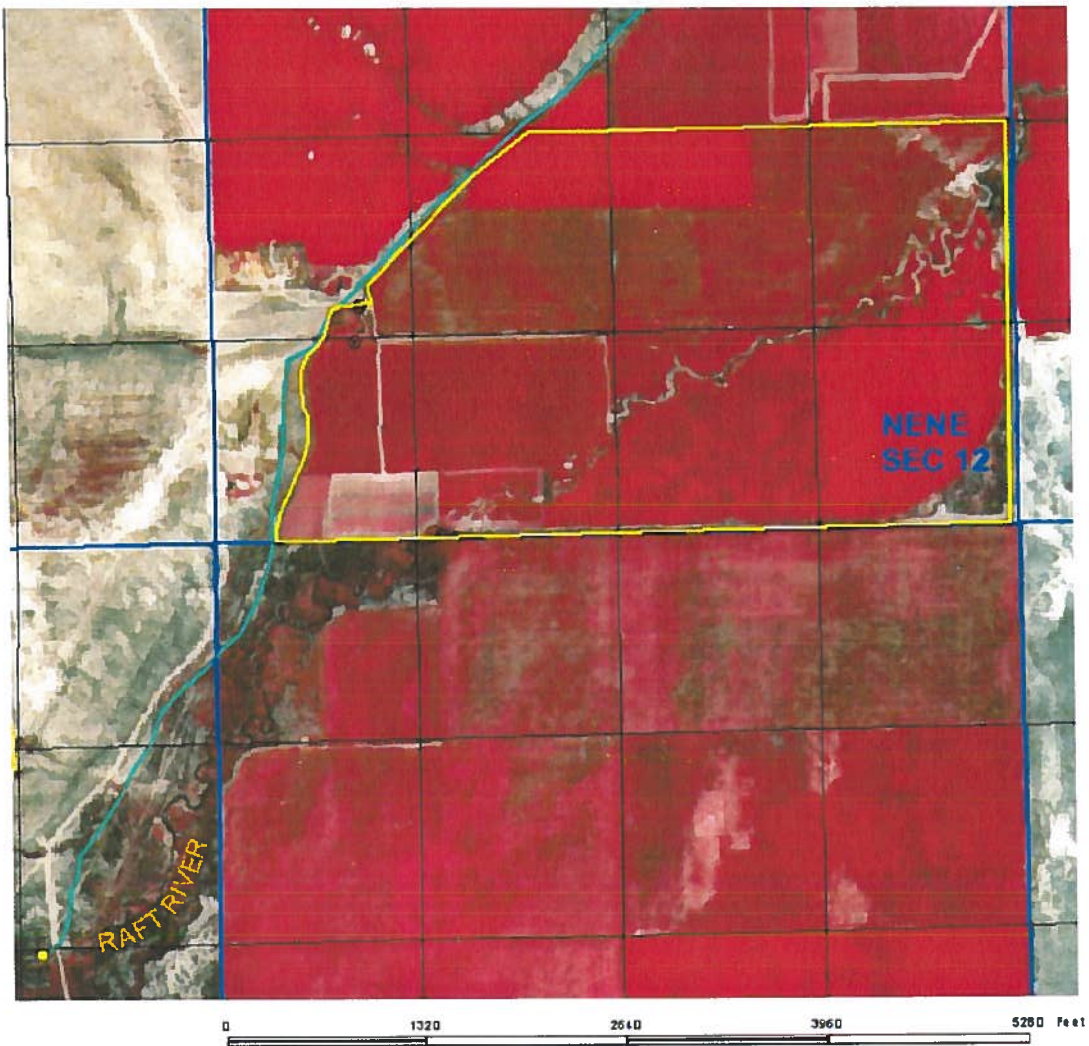
RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION
PURSUANT TO SECTION 42-1425, IDAHO CODE.

RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT
TO SECTION 42-1425, IDAHO CODE.

Idaho Department of Water Resources

**RIGHTS: 43-00148, 43-00337,
43-02051, 43-02058, 43-02214**

**RECOMMENDED PLACE OF USE
TWP 16S, RNG 24E, SEC 12
Data entry on June 28, 2000**



-  RECOMMENDED POINT OF DIVERSION
-  RECOMMENDED PLACE OF USE
-  SECTION LINES
-  QUARTER/QUARTER LINES



GIS PLACE OF USE PRESENTATION
1987/1988 NAPP AERIAL PHOTOGRAPHY
DATA ENTRY BY VIKIE HANCOCK

RECEIVED
JUN 22 2000
Idaho Department of Water Resources
Snake River Region

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

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

1. Water Right No(s): _____
 Adjudication Claim No(s): A43 02552 A43 10014 A43 02560
A43-00148, -00337, -02058, -02200, -02214, -02051
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** showing the location of the place of use of the water right(s) or claims(s). (These are usually attached to your deed or on file with the county.)
 - OR
 - C. If your water right or adjudication claim is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.
3. Name and Address of Former Owner/Claimant
Elbert L. Durfee
Almo ID. 83312
4. New Owner/Claimant(s)
E. Bruce or Kent R. Durfee
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
 New Mailing Address P.O. Box 187 or P.O. Box 175
 City, State and ZIP Code Almo ID. 83312
 New Telephone Number (208) 824-5566 824-5536
5. Date you acquired the property _____
6. Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below **only if the water right(s) or claim(s) need to be split between owners.** If necessary, attach additional pages. 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.

Number of acres you irrigate with this water right _____ Number and type of stock _____
 Diversion rate in CFS _____ Number of homes you acquired _____ Other uses _____
7. Signature of New Owner(s) or Claimant(s)
E. Bruce Durfee
Kent R. Durfee
 Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.
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.

FATHER ELBERT DURFEE DECEASED

STATE OF IDAHO
IDAHO DEPARTMENT OF HEALTH AND WELFARE
COOPERATIVE CENTER FOR HEALTH STATISTICS

CERTIFICATE OF DEATH

DATE FILED: NOVEMBER 13, 1995

STATE FILE NUMBER: 95-06803

DECEDENT: ELBERT LORENZO DURFEE

DATE OF DEATH: NOV. 06, 1995 PLACE OF DEATH: ALMO, IDAHO

DATE OF BIRTH: FEB. 12, 1906 PLACE OF BIRTH: IDAHO

AGE: 89 YEARS SEX: MALE VETERAN? NO

MARITAL STATUS: MARRIED SPOUSE (MAIDEN): GRACE AFTON ROOKER

SOCIAL SECURITY NUMBER: ~~528-42-6679~~ RESIDENCE: ALMO, IDAHO

FATHER: LORENZO DURFEE
FATHERS BIRTHPLACE: UTAH
MOTHER (MAIDEN): ANNA ABBY BRUESCH
MOTHERS BIRTHPLACE: NEW MEXICO

MORTUARY: PAYNE MORTUARY
MORTICIAN: JOSEPH W. LARSEN

BURLEY, IDAHO
DISPOSITION: BURIAL

CERTIFYING CORONER: PAUL B. YOUNG

AUTOPSY: NO

1. CAUSE OF DEATH, UNDERLYING CAUSE LAST:

INTERVAL

METASTATIC CANCER OF THE COLON

5 MONTHS

2. OTHER CONDITIONS CONTRIBUTING TO DEATH BUT UNRELATED TO ABOVE CAUSES:

NONE LISTED

MANNER OF DEATH: NATURAL

I certify that this is a true and correct reproduction or abstract of an official
record filed with the IDAHO COOPERATIVE CENTER FOR HEALTH STATISTICS.

NOVEMBER 14, 1995

DATE ISSUED: _____

Jane S. Smith
JANE S. SMITH
State Registrar



Field Exam Notes

Field Exam Date: 8-26-99

Claim Nos: A43-00148, -00337, -02051, -02058, -02214.
Surface rights, Bruce Durfee

Agent: Vikie Hancock

The above claims are for surface rights on Raft River.

A43-00148 and -00337 are based on rights to Raft River decreed in the Jobe Adams decree of 1928. Both have priority dates of 1882.

A43-02051, -02058, -02214 are based upon licenses issued for water from Raft River in 1909, 1911 and 1917, respectively. Note that claim A43-02200 is based upon a license for Circle Creek in 1915, appurtenant to the N ½ of section 12, and not included in the analysis.

All decrees and licenses were issued to different parties on separate acreages that Elbert Durfee (father now deceased) and his sons Bruce and Kent subsequently purchased, and farm. It appears that neither of the rights decreed in 1928 supercedes any licenses, as they are not appurtenant to any of the same tracts.

From a history of the irrigation documented in file 43-4018 for the investigation of Transfer #2851, it is determined that groundwater was tapped as a source for the irrigation of the lands in the S ½ of section 12 as early as 1942. ASCS maps from 1957 and 1962 show a total of 163 acres irrigated out of the 236 licensed and decreed acres for Raft River water in the S ½ of section 12. Possible explanations are that the diminished availability of Raft River water had caused a decreased number of acres to be irrigated in the years following the issuance of the three licenses and the two decrees, as is evidenced by the need for supplemental groundwater. It is also probable that the number of acres calculated as identified in the Jobe Adams decree was excessive. A portion of decreed right 148, for the NESW, was most likely uphill of the conveyance ditches of the day, and a portion of decreed right 337, for the NWSE, included the actual Raft River and it's historically unstable banks. In addition, the license exam for right 43-02058 failed to note a steep hillside that encompasses 18 of the 40 acres licensed, which claimant agrees has never been irrigated.

A field exam conducted August 26, 1999 found a diversion in the NW NE SE Section 14, and ditches still in place for the conveyance of water from Raft River to the place of use. Claimant stated that the amount of water available is limited due to their priority dates. Because of the limited nature of the source, the claimant has not spent the time or money necessary to incorporate the

surface water into his current sprinkler system, as was done when only had lines were used. Claimant said that they quit using surface water in their sprinklers when the pivots were put in, sometime in the late 1970s or early 1980s. When water is available from Raft River to fill their decrees and licenses, they use ditches to flood irrigate the south half of section 12. In reality, they have seldom had more than enough to irrigate the SESE in recent years. It should be noted that, since the 1987 NAPP aerial photo was taken, the channel of Raft River has been moved by the claimant. It now flows east along the south boundary of section 12, and north along the east boundary of section 12. See GIS layout for description of ditches still in use.

Based upon IDWR policy, the surface water rights will be recommended even though there is evidence that there has been little use of them in recent years due to the unavailability of water. Surface water rights will be limited to 1 inch per acre when combined with groundwater rights.

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A43-02051
Date Received: 2/28/1989
Receipt No: S006400
Received By: SCC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: E. BRUCE DURFEE 208-824-5566
Address: P.O. BOX 187
ALMO, ID 83312
OR
Name: ELBERT L. DURFEE 208-824-5566
Address: P.O. BOX 187
ALMO, ID 83312
OR
Name: KENT DURFEE 208-824-5536
Address: P.O. BOX 175
ALMO, ID 83312

2. Date of Priority: SEP 23, 1909

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

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
16S	24E	14	NW	NE	SE		CASSIA
			NE	SE	SE		CASSIA

5. Description of diverting works:
CONCRETE DIVERSION AND EARTH DITCHES.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	10/01	2.200		

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

8. Total consumptive use is 275.0 Acre Feet Per Annum.

9. Non-irrigation uses:

A43-02051

Page 1

Date: 02/28/89

MAR 03 1989

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
16S	24E	12	SE	SW		IRR	40.0
			NE	SE		IRR	15.0
			SW	SE		IRR	40.0
			SE	SE		IRR	15.0
						Section Acres	110.0
						Total Acres	110.0

11. Place of use in counties: CASSIA

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

13. Other Water Rights Used:
SEE REMARKS.

14. Remarks:
OTHER WR:
A43-00148, A43-02058, A43-02214, A43-00337 (RAFT RIVER)
A43-10014, A43-02560, A43-02552, A43-04018 (GROUNDWATER)

15. Basis of Claim: LICENSE

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): Kent R. Dwyer Date: 2/28/89
_____ Date: _____

State of Idaho)
County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 28th day
of February 19 89 Steve Chell
Notary Public
Seal

Residing at Twin Falls
My Commission Expires Dec 7, 1994