

06/01/2001

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: 43-10185

SPENCER BROTHERS

HC 72 BOX 2418

MALTA ID 83342

Telephone Number: (435)827-5573

RONALD C WARD

PO BOX 109

ALMO ID 83312

Telephone Number: (208)824-5594

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: 6/1/01

SIGNATURE: Ronald C. Ward

Please print your name: Ronald C. Spencer for Spencer Brothers

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

06/01/2001

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

RIGHT NUMBER: 43-10185
NAME AND ADDRESS: SPENCER BROTHERS
HC 72 BOX 2418
MALTA ID 83342

RONALD C WARD
PO BOX 109
ALMO ID 83312

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.070 CFS
THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 03/03/1939

POINT OF DIVERSION:
T16S R25E S30 NENENE Within CASSIA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	01/01 12/31	0.070 CFS

PLACE OF USE: STOCKWATER Within CASSIA County
T16S R25E S30 NENE

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.
THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use
PARCEL NO. RP16S25E300005 STOCKWATER, 250 BEEF CATTLE

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: A43-10185

Date Received: 5/18/1989

Receipt No: M003637

Received By: *[Signature]*

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: SPENCER BROTHERS
Address: HC 72 BOX 2418
MALTA ID

435-827-5573

83342

AND/OR

Name: STANLEY A SPENCER
Address: CARL W SPENCER
MICHAEL O SPENCER
HC 72 BOX 2418
MALTA ID

435-827-5573

83342

2. Date of Priority: MAR 3, 1939

3. Source: GROUNDWATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
16S	25E	30	NE	NE	NE		CASSIA

5. Description of diverting works:
6" CASING 450' DEEP 1/2 HP.MOTOR

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
STOCKWATER	01/01	12/31	0.070		

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

A.F.A.

8. Total consumptive use is

Acre Feet Per Annum.

9. Non-irrigation uses:
S/ 250 HD. BEEF CATTLE.

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
16S	25E	30	NE	NE		STOCK	

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:
NONE

14. Remarks:

CHG OF ADDRESS PER LETTER 12/22/97 DMS

4-5-2000: OWNERSHIP CHANGE WARD TO SPENCER PER WD SUBMITTED.

15. Basis of Claim: BENEFICIAL USE

Old (D) Number -

+ - - - - Last Name - - - +	+ - First Name - - +	+ - - - - Address - - - - - +
-----------------------------	----------------------	-------------------------------

State- ID Zip- 83342

State- ID Zip- 83342

State- ID Zip- 83326

Twn	Rng	Sec	Tract	Lot	Rflg	County	Point of Diversion
+	-	-	-	-	-	-	-

Code	Description	Period From	Water Use Period To	Diversion Rate	Diversion Volume
------	-------------	-------------	------------------------	----------------	------------------

Twn	Rng	Sec	Tract	Lot	Acres	Code	Description	County
16S	25E	30	NE NE			04	STOCKWATER	(31) CASSIA

+ - - - Diversion Means - 6" CASING 450' DEEP 1/2 HP. MOTOR

AJ5809NP
No. A43-10185

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 04/22/99
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	RONALD C WARD	03/03/1939	STOCKWATER	01-01 12-31	0.07 CFS	
C	H OLIN WARD					
	PO BOX 109			TOTAL DIVERSION:	0.07 CFS	
	ALMO ID 83312					
	(208) 824-5594					

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion:

T16S R25E S30

NENENE

CASSIA County

Place of use Legal Description for: STOCKWATER

NE				NW				SW				SE			
NENE NWNE SWNE SENE				NENW NWNW SWNW SENW				NESW NWSW SWSW SESW				NESE NWSE SWSE SESE			
T	R	S	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac								
16S	25E	30	: S ✓	:	:	:	:	:							

POU County: CASSIA

Non-Irrigation Uses: S/ 250 HD. BEEF CATTLE.

Other Rights: NONE

Remarks: GEN CHG OF ADDRESS PER LETTER 12/22/97 DMS

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

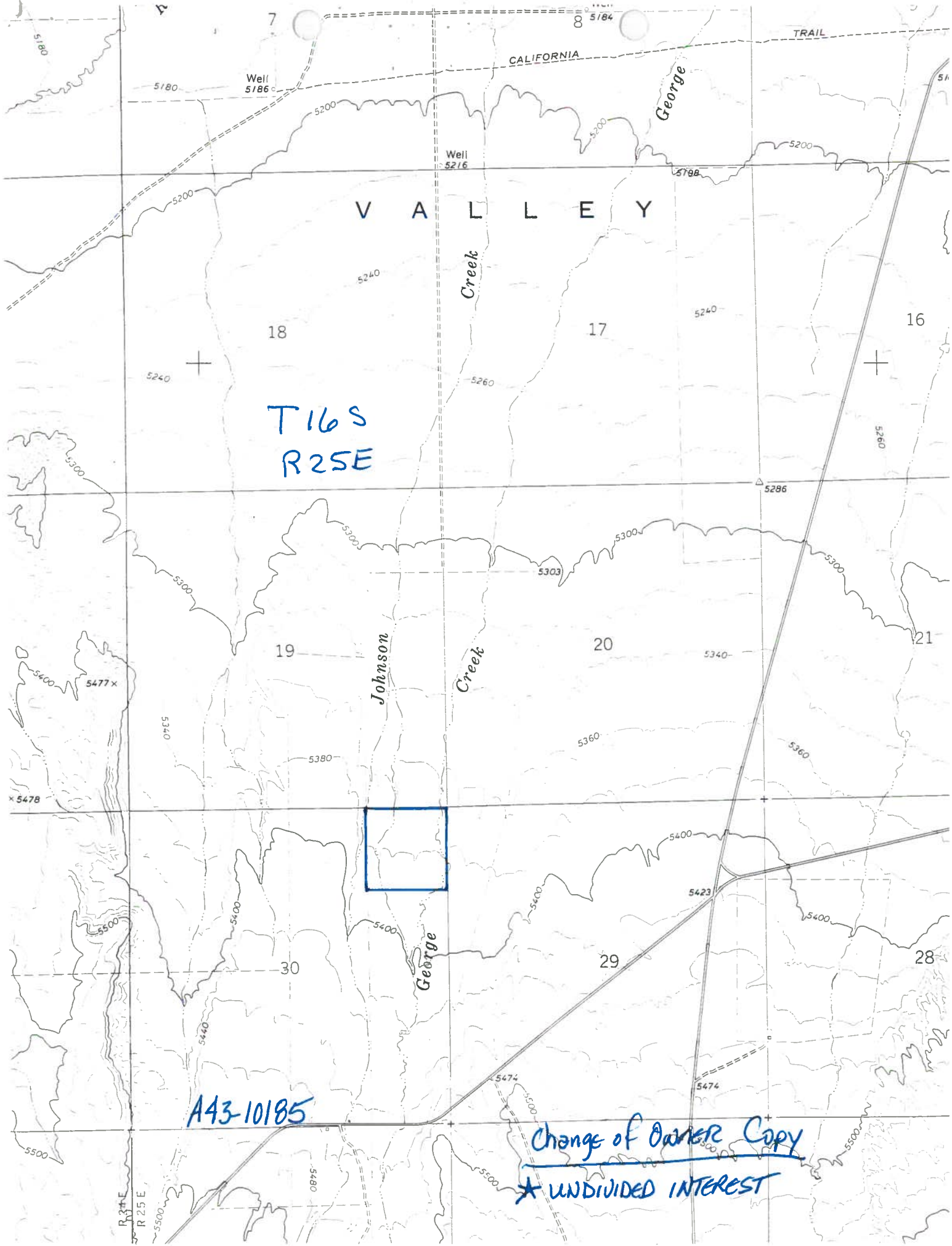
Misc: Water District Number:

Field Inspection Flag:

Presumption Flag:

Note: UNDIVIDED INTEREST AS
STATED IN EXH. 'A'

WITH RONALD C. WARD



T16S
R25E

A43-10185

Change of Owner Copy
* UNDIVIDED INTEREST

RECEIVED

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

APR 22 1999

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Department of Water Resources

Division of Water

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.initial review:
4/22/99 sec
OK

UNDIVIDED INTEREST:

A43-10185

1. Water Right No(s): (same)
- Adjudication Claim No(s): A43-00327, A43-00047A, -02556, -04089, -04090, -04150
ALL D&S Decided → A43-10251, A43-10250, A43-10245 (& A43-07130)
will file Assignment for P.
2. The following REQUIRED information must be submitted with this form:
(Deed matches claims)
- 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.
(Map on file w/Claim AND → A43-00327)
- 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 HAROLD OLEN & LORRAYNE B WARD
4. New Owner/Claimant(s) SPENCER BROTHERS STANLEY A. SPENCER
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or MICHAEL O. SPENCER
New Mailing Address HC 72 BOX 2418 CARL W. SPENCER
- City, State and ZIP Code MALTA, ID 83342
- New Telephone Number 435
(208) 827-5573
5. Date you acquired the property April 1, 1999
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
- Number of acres you irrigate _____ Number and type of stock 433 head BEEF CATTLE
- 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) Spencer Brothers by Stanley A. Spencer
- (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..

REAL ESTATE PURCHASE AND SALE AGREEMENT

HAROLD OLEN WARD AND LORRAYNE B. WARD, as co-trustees of THE HAROLD AND LORRAYNE WARD TRUST, under trust agreement dated April 23, 1991, (hereinafter "Seller"), agrees to sell, and SPENCER BROTHERS, a Utah general partnership consisting of STANLEY A. SPENCER, MICHAEL O. SPENCER AND CARL W. SPENCER, as partners, (hereinafter collectively "Buyer") agrees to purchase the real properties (hereinafter "Properties") more fully described in Exhibit A, attached hereto and incorporated herein, on the following terms and conditions:

1. **Purchase Price.** The purchase price for the Properties shall be *Six Hundred Fifty-Five Thousand Dollars (\$655,000)*, of which *One Hundred Sixty-Eight Thousand Seven Hundred Fifty Dollars (\$168,750)* shall be payable in cash at closing. The remainder shall be paid to Seller by Buyer in the form of a Promissory Note (hereinafter "Note"), attached hereto as Exhibit B and incorporated herein. Upon the termination of the Note, all amounts still owed to Seller shall be paid by Buyer in one cash payment. Said Note shall be secured by a Mortgage on the Properties, attached hereto as Exhibit C and incorporated herein.

2. **Escrow.** Within five (5) days of execution of this Agreement by Buyer and Seller, the parties agree to open an escrow with Cassia County Abstract Company (hereinafter "Closing Agent") at an office selected by Seller. In the event of any alleged or apparent conflict or contradiction between the terms of this Agreement and any escrow agreement, this Agreement will govern.

3. **Closing.** The following provisions shall govern the closing of this transaction:

3.1 **Closing Date.** The sale and purchase of the Properties shall be closed at the offices of Closing Agent within ten (10) days after the date of this Agreement or such earlier date as is mutually agreed upon in writing by the parties. The closing date may be extended by mutual agreement of the parties, not to exceed thirty (30) days.

3.2 **Seller's Obligations at Closing.** On or before the closing date, the Seller shall: (a) deliver to the Closing Agent a warranty deed covering the Properties, duly executed and acknowledged in recordable form conveying to Buyer fee simple interest in the Properties; (b) convey by appropriate instrument all grazing rights, subject to escrow waiver; (c) execute and deliver to the Closing Agent a closing and disbursement statement in a form acceptable to Seller; and (d) take such further action and deliver such other documents necessary to close this transaction in accordance with the terms of this Agreement.

3.3 Buyer's Obligations at Closing. On or before the closing date, Buyer shall: (a) deliver or cause to be delivered to the Closing Agent guaranteed funds in the amount Buyer is obligated to pay on the closing date pursuant to the terms of this Agreement; (b) execute and deliver to the Closing Agent a closing and disbursement statement in a form acceptable to Buyer; and (c) take such further action and deliver whatever documents are necessary to close the transaction in accordance with the terms of this Agreement.

3.4 Escrow Fees and Other Costs. Costs of title insurance (described below) and all real property taxes against the Properties for 1998 and prior years shall be borne by Seller. Taxes for 1999 and all utility, irrigation, or water district charges or fees shall be prorated as of the date of closing. There will be no further proration of taxes, utilities, or assessments between Buyer and Seller after the closing. All prorations will be final at closing and not subject to change. Buyer shall pay recording costs for the deed and any appraisal fees. All other escrow fees and other costs of Closing Agent to close this transaction shall be borne equally between Buyer and Seller, except Buyer is responsible for all costs associated with financing. Other expenses incurred by Buyer or Seller with respect to this transaction, including attorney's fees or other professional fees, shall be borne and paid exclusively by the party incurring the same without reimbursement.

3.5 Closing Agent Obligations. The Closing Agent is instructed as follows: (a) prepare closing statements for execution by Seller and Buyer in accordance with the terms of this Agreement; (b) collect all funds to be received from the parties at closing and disburse and pay the same to the parties or other persons entitled to the same in accordance with the terms of this Agreement and approved on the closing statements; and (c) collect the various instruments and documents and information to be provided by the parties, secure the required signatures and acknowledgments, record such instruments and documents where necessary and in proper sequence, and deliver the same to the respective parties, as required to close this transaction in accordance with the terms of this Agreement.

4. Seller's Representations and Warranties. Seller represents and warrants to Buyer that:

4.1 Seller has received no notice from any governmental agency that the Properties is in violation of any statute, law, ordinance, deed restriction, rules or regulations affecting the Properties.

4.2 Seller is not aware of any pending or threatened litigation or condemnation proceeding affecting the Properties, nor are there any agreements to convey any portion of the Properties to any party other than Buyer.

4.3 Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986 and will execute an affidavit to this effect to be delivered to Buyer at closing and include Seller's tax identification number.

4.4 Seller has not received any notice of default or breach by Seller of any covenant, condition, restriction, right-of-way or easement affecting the Properties.

5. **Condition of Properties.** Buyer acknowledges for Buyer and Buyer's successors, heirs, and assigns, that Buyer has been given a reasonable opportunity to inspect and investigate the Properties. In purchasing the Properties, Buyer is not relying on any representations by Seller, or its agents or employees concerning the condition or safety of the Properties and/or any improvements thereon. Buyer is advised to obtain and pay for the services of one or more qualified specialists to inspect the Properties on Buyer's behalf.

Buyer further states that it is relying solely upon its own inspection of the Properties and not upon any representation made to it by any person whomsoever who is an agent or employee of Seller, and is purchasing the Properties in the condition in which it now is without any obligation on the part of Seller to make any changes, alterations, or repairs thereto.

6. **Due Diligence.** Buyer shall conduct any studies or reviews deemed necessary by Buyer to conduct Buyer's due diligence. All reviews and studies shall be at Buyer's sole cost and expense, and Buyer shall defend, indemnify and hold Seller and Seller's tenant(s) harmless from all claims arising out of Buyer's actions and those of his employees or agents hereunder. Buyer is responsible to conduct all studies on the Properties.

7. **Title Insurance.** At closing, the Seller shall furnish to Buyer a standard owner's title insurance policy in the amount of the purchase price of the Properties showing marketable and insurable title. Within ten (10) days after this Agreement is signed, the Seller shall furnish to the Buyer a commitment for a title insurance policy showing the condition of the title to said Properties. The title shall be free and clear of all liens and encumbrances excepting only the accruing taxes, levies and assessments and any clouds suffered or incurred against the property by Buyer. Buyer shall have fifteen (15) days from receipt of the commitment within which to object in writing to the condition of the title as set forth in the report. If the Buyer does not so object, the Buyer shall be deemed to have accepted the condition of the title. Otherwise, Seller shall, so far as reasonably possible, cure all defects objected to by Buyer before closing. If Seller does not remove objections to Buyer's satisfaction, Buyer may terminate this Agreement without further obligation to Seller.

8. **Grazing Rights.** All Forest (West End C&H Allotment) and Bureau of Land Management grazing permits (Clear Creek Allotment, Jim Sage Allotment, Gully Allotment, and Almo Seeding Allotment) associated with the Properties sold/purchased are to be attached to the land parcels designated as the "Base Property" which is listed below:

NE 1/4 NE 1/4, S 1/2 NE 1/4 of Section 12, Township 16 South,
Range 24, E.B.M.

Lots 1, 2, 3, & 4 Section 6, Township South, Range 25 E.B.M.

NW 1/4 NE 1/4, NE 1/4, NW 1/4, Lots 1 & 2 Section 7, Township
16 South, Range 25, E.B.M.

Appropriate documents listing the Seller as the lien holder of the first mortgage on the Base Property will be initiated and filed, with the appropriate federal agencies with a copy to the Buyer and the Seller.

9. **Appraisal.** Buyer may obtain an appraisal of the Properties at Buyer's cost.

10. **Notice.** Any notice under this Agreement shall be deemed given and delivered on the date when personally delivered, or if mailed, on the same date it is deposited in the United States mail in a sealed envelope by registered or certified mail, return receipt requested, postage prepaid and properly addressed. Until change by notice in writing, notices to Seller shall be addressed as follows:

The Harold and Lorrayne Ward Trust
7209 Kingston Dr.
Boise, ID 83704

Notices to Buyer shall be addressed as follows:

Spencer Brothers
HC 72, Box 2418
Malta, ID 83342

Buyer and Seller may change their addresses by notice given as required above.

11. **Broker.** Buyer and Seller represent that no broker was involved in this transaction, and no broker is entitled to any compensation for this transaction. If any broker claims any compensation for this transaction, the party allegedly responsible for the acts giving rise to the claim will defend and indemnify the other innocent party.

12. **Default.** If either party shall fail to comply with the terms of this Agreement, the nondefaulting party shall send written notice and provide a thirty (30) day period to cure. If the default is not cured within the time allowed, the defaulting party agrees to pay all attorney's fees and costs incurred by the nondefaulting party. If suit is filed to interpret or enforce this Agreement, the unsuccessful party to such litigation agrees to pay the prevailing party all costs and expenses, including attorney's fees, incurred by the prevailing party whether incurred in district court, on appeal or in bankruptcy court.

13. **No waiver of Breach.** No waiver of any provision hereof shall be effective unless in writing and signed by the waiving party. No such waiver shall be effective as to any subsequent breach of the same or another provision of this Agreement. The failure of Seller to exercise its rights upon default by Buyer shall not constitute or be construed as a waiver of the right to insist upon strict performance by the Buyer of all the terms and provisions of this Agreement.

14. **Like-Kind Exchange.** Seller and Buyer may elect to effect the purchase or sale of the Properties pursuant to the tax-free exchange provisions of Section 1031 of the Internal Revenue Code, and each party agrees to reasonably cooperate with the other to effect such a tax-free exchange; provided, however, that the party requesting the tax free exchange shall bear all costs arising out of any tax-free exchange it may elect to undertake, and that the Closing shall not be extended in order to accommodate any such exchange. Buyer agrees that any cash that may become available to it as a result of such an exchange shall be immediately applied to reduce the Note, but such payment shall not reduce the payment schedule.

15. **Survival.** All the terms and conditions hereof and all instruments referred to herein and contemplated hereby shall survive closing and the transfer of title to Buyer and shall remain in full force and effect in accordance with their terms.

16. **Successors and Assigns.** This Agreement shall bind each of the parties and their respective heirs, personal representatives, successors, and assigns; provided, however, this Agreement shall not be assigned by any party without the other's prior written consent, which will not be unreasonably withheld. However, Seller is not required to approve any assignee who in Seller's opinion does not have the same or better qualifications and financial backing as Buyer.

17. **Entire Agreement.** This Agreement, with any exhibits incorporated by reference, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of that agreement. This Agreement supersedes all prior or contemporaneous negotiations, discussions and understandings, whether oral or written or otherwise, all of which are of no further effect. This Agreement may not be changed, modified, explained or supplemented by any extrinsic evidence outside of this Agreement, including, but not limited to, usage of trade, course of dealing and course of performance. This Agreement may only be modified or amended by a writing signed by each party.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

DATED as of this 1 day of Apr. 1, 1999.

SELLER:

THE HAROLD AND LORRAYNE WARD TRUST

By Harold Olen Ward
Harold Olen Ward, Trustee

By Lorraine B. Ward
Lorraine B. Ward, Trustee

BUYER:

SPENCER BROTHERS

By Stanley A. Spencer
Stanley A. Spencer, Partner

By Michael O. Spencer
Michael O. Spencer, Partner

By Carl W. Spencer
Carl W. Spencer, Partner

EXHIBIT A

File Number: 14466

The land referred to is described as follows:

PARCEL #1:

TOWNSHIP 15 SOUTH, RANGE 24 EAST, BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 34: SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ Section 35: NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{4}$ SE $\frac{1}{4}$ Section 35: NW $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$,
Excepting a Right-of-Way 2 rods wide for a
road on the South section line.

TOWNSHIP 15 SOUTH, RANGE 25 EAST, BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 11: NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 12: S $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$

TOWNSHIP 15 SOUTH, RANGE 26 EAST, BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 4: N $\frac{1}{2}$ SW $\frac{1}{4}$ Section 5: N $\frac{1}{2}$ S $\frac{1}{2}$ Section 7: NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$, E $\frac{1}{4}$ NW $\frac{1}{4}$, Lots 2, 3 & 4Section 8: W $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$

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

SECTION 12: NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$

TOWNSHIP 16 South, RANGE 25 EAST, BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 6: Lots 1, 2, 3 & 4

Section 7: NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, Lots 1 & 2PARCEL #2:

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

Section 2: Lot 2

PARCEL #3: An undivided one-half interest in

TOWNSHIP 16 SOUTH, RANGE 25 EAST, BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 19: SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{4}$ SE $\frac{1}{4}$ Section 20: W $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 29: NW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 30: E $\frac{1}{4}$ E $\frac{1}{4}$

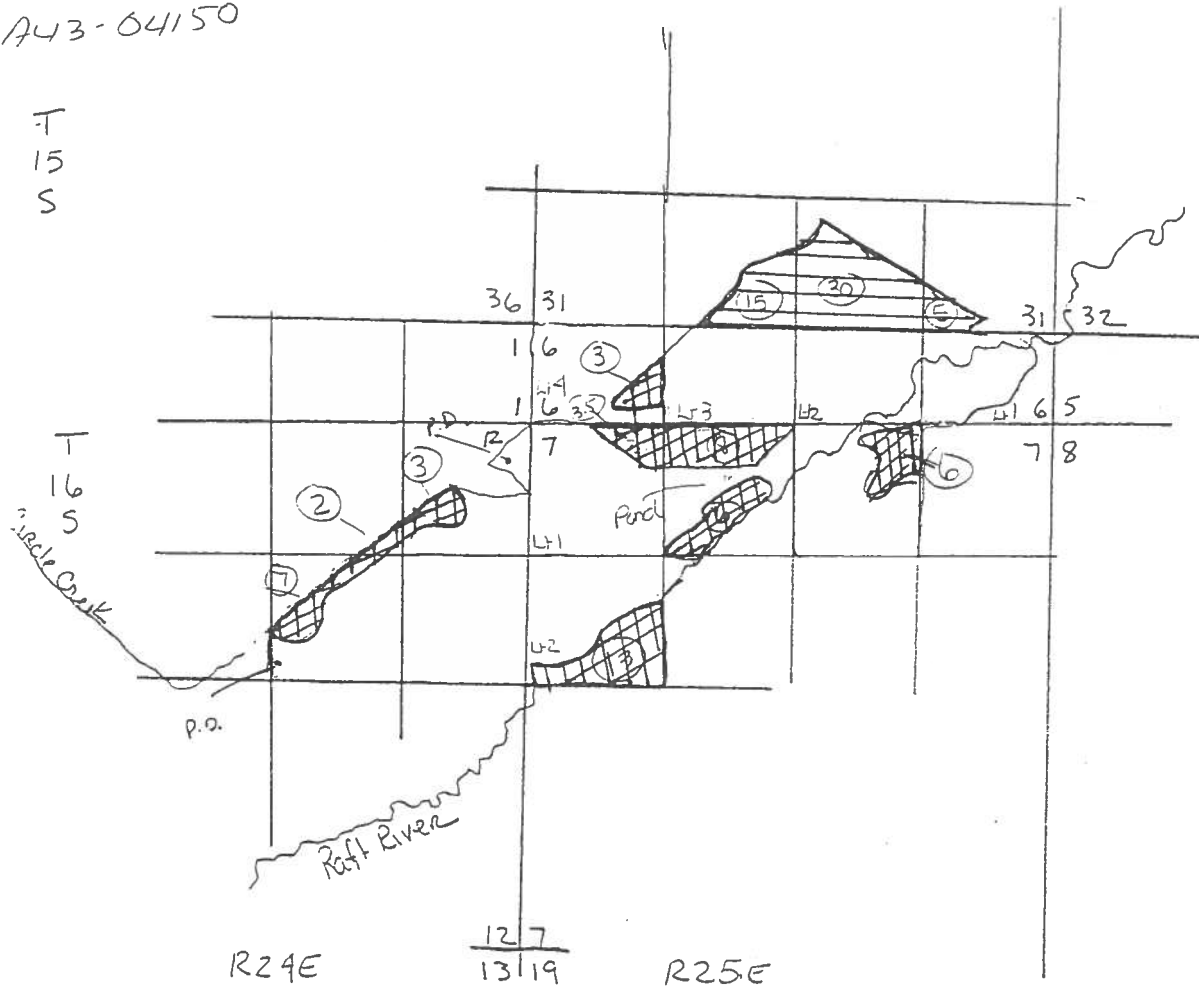
SUBJECT TO Road Right-of-Way along the South side.

ALL IN CASSIA COUNTY, STATE OF IDAHO

EXHIBIT A**Legal Description of Property
Located in Box Elder County, Utah****TOWNSHIP 14 NORTH, RANGE 16 WEST, SALT LAKE MERIDIAN****Section 20: E1/2 of NW1/4; SW1/4 of NE1/4; NW1/4 of SE1/4; W1/2 of NW1/4 and N1/2 of SW1/4****ALL IN BOX ELDER COUNTY, STATE OF UTAH**

A43-07130
 A43-02556
 A43-04089
 A43-00047A
 A43-00327
 A43-04150

Copied from Harold Olen Ward original
 4/22/99 sec
cc. to all claims
 (also: A43-4090)



2 phases of Expansion:

1962 = Red = 50Ac covered under license 43-02556
 1978 = Blue = 51.5Ac covered under Permit 43-07130

Total Expansion
 across = 101.5

R24E R25E

A43-00327

T15S

T16S



Change of Ownership¹⁸ Copy

4/22/99

SC

AJ5856NP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: AUG-8-1997

PAGE: A-89

RIGHT NUMBER: 43-10185

NAME & ADDRESS: RONALD C WARD
H OLIN WARD
BOX 1540
ELBA ID 83326

SOURCE: GROUNDWATER

QUANTITY: 0.07 CFS

PRIORITY DATE: 03/03/1939

POINT OF DIVERSION: T16S R25E S30 NENENE Within CASSIA County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER STOCKWATER, 250 BEEF C	01-01 12-31	0.07 CFS

PLACE OF USE: STOCKWATER Within CASSIA County
T16S R25E S30 NENE

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

PARCEL NO. RP16S25E300005

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE

Claim data entry by: KST

Date: 8/13/97

Data entry verified by: [Signature]

Date: 8-15-97

gully stock well

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: A43-10185
Date Received: 5/18/1989
Receipt No: 1003637
Received By: gpc

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: RONALD C. WARD 208-824-5594
Address: BOX 1540
ELBA, ID 83326
AND/OR
Name: H. OLIN WARD 208-824-5594
Address: BOX 1540
ELBA, ID 83326

2. Date of Priority: MAR 03, 1939

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
16S	25E	30	NE	NE	NE		CASSIA

5. Description of diverting works:
6" CASING 450' DEEP 1/2 HP.MOTOR

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
STOCKWATER	01/01	12/31	0.070		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
S/ 250 HD. BEEF CATTLE.

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10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
16S	25E	30	NE	NE		STOCK	

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:
NONE

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

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): Ronald C. Ward Date: 5/18/89
Date: _____

State of Idaho)
County of Latah) SS.

Subscribed and sworn (or affirmed) before me this 18 day

of May 19 89

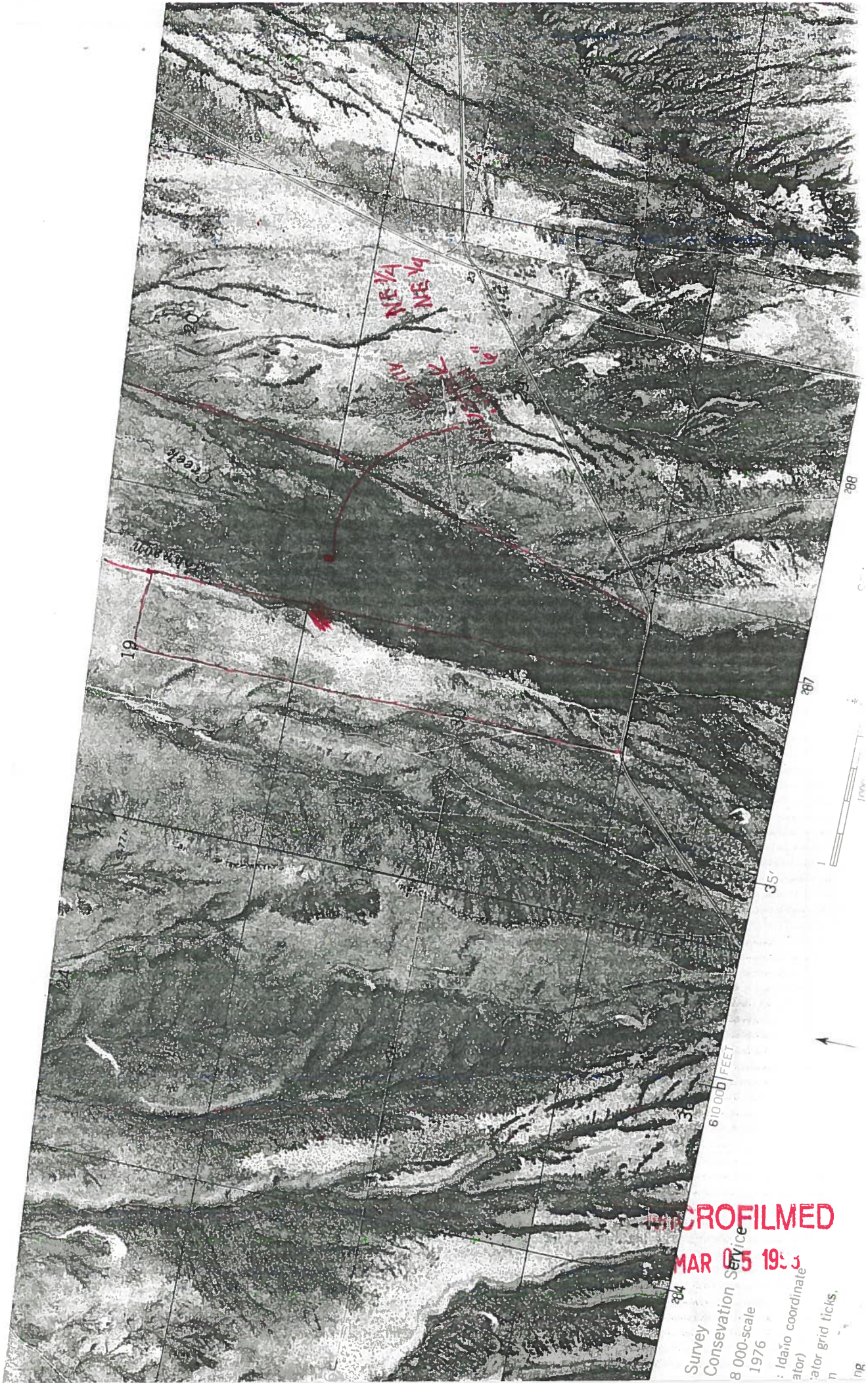
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John Lee Carlson
Notary Public

Residing at Bain Id

My Commission Expires 6/3/94

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MAR 05 1983

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VERIFIED
OCT 17 1991