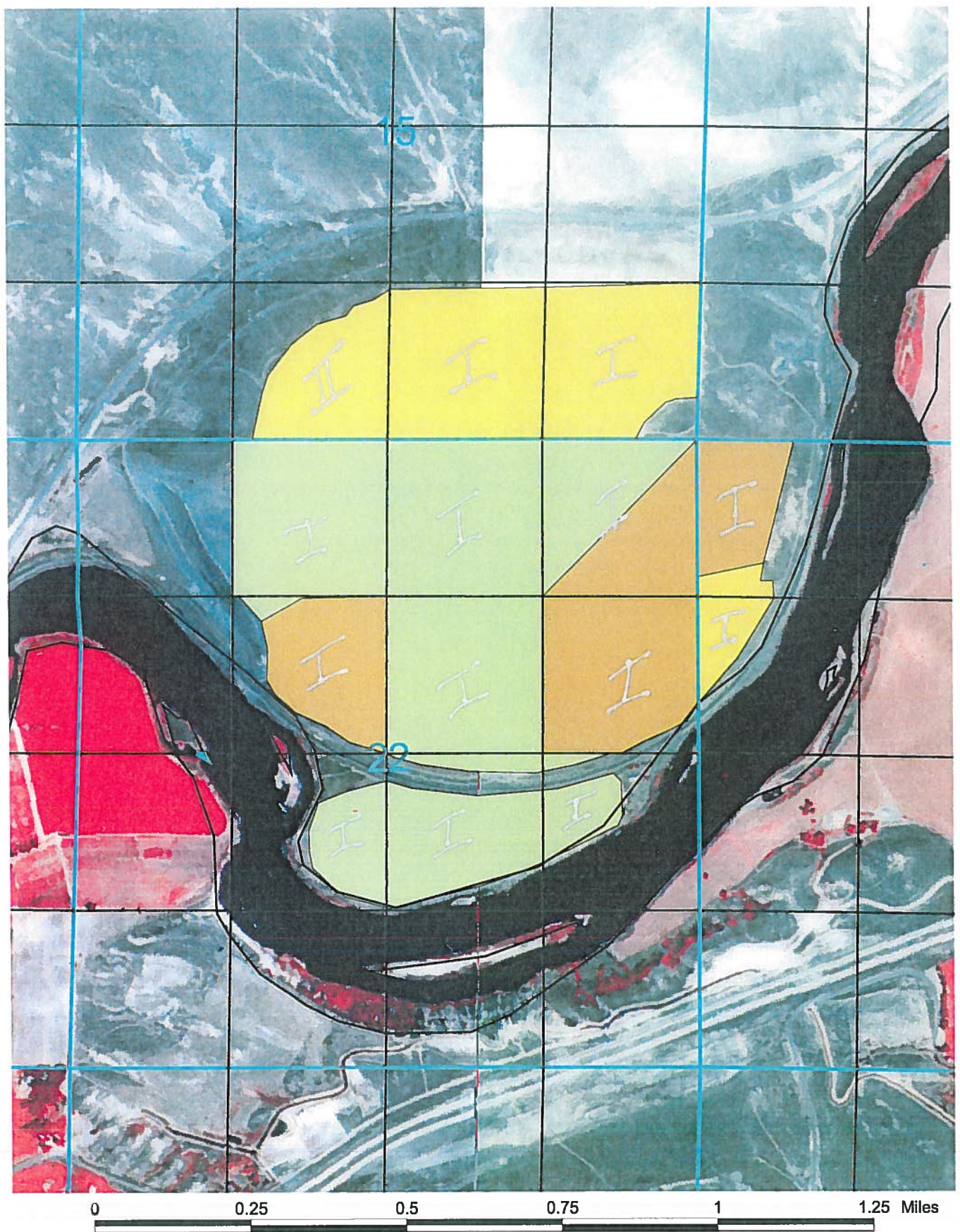




Ownership Change: 2-2018, 2-7057, 2-7280
 Legal: T05S, R010E, S15 & 22
 Reviewed By: SJR 8/30/05

- Sections
- 05S10E GCDB
- 02_07280_rec_pou.shp
- 02_07057_rec_pou.shp
- 02_2018_rec_pou.shp

LEGAL DESCRIPTION

TRACT I:

Township 5 South, Range 10 East, Boise Meridian, Elmore County, Idaho

Section 15: SE1/4

Except therefrom that portion deeded to the State of Idaho for highway purposes.

Section 22: All U.S. Government Lots 1, 2, 3, 4, SW1/4NE1/4, NE1/4NE1/4, NW1/4NE1/4 and NE1/4NW1/4

SAVE AND EXCEPT the following described parcel:

Commencing at the Northwest corner of the NE1/4NW1/4 of said Section 22, T5S, R10E, B.M.; thence South 1°20' East along the West side line of the said NE1/4NW1/4 a distance of 829.30 feet to a point, being the POINT OF BEGINNING of the parcel excepted; thence South 31°27' East 575.06 feet to a point on the South side line of said NE1/4NW1/4; thence South 31°27' East 186.34 feet to a point; thence South 22°00' East 1,022.00 feet to a point; thence South 1°20' East to the Northerly meander line of the Snake River; thence Northwesterly at various directions, courses and distances along the Northerly meander line of the Snake River to the intersection of the West line of Lot 4 aforementioned and the Northerly meander line of the Snake River; thence North 1°20' West to the Northwest corner of said U.S. Government Lot 4; thence North 1°20' West 494.99 feet to the TRUE POINT OF BEGINNING of the excepted parcel.

Section 23: All of U.S. Government Lot 4

SAVE AND EXCEPT railroad rights-of-way on all of the above stated parcels.

SAVE AND EXCEPT all those portions of U.S. Highway 30 as disclosed in Quit Claim Deed, recorded July 7, 1990, as Instrument No. 257429, records of Elmore County, Idaho.

TRACT II:

Township 5 South, Range 10 East, Boise Meridian, Elmore County, Idaho

Section 15: SE1/4SW1/4

7057 shape 191.5 ac
2018 shape 99.7 ac
191 ac
100 ac
- 2.2 ac in shape w State
- 4 ac in shape w State

2-2018-1912

2-7057-1970

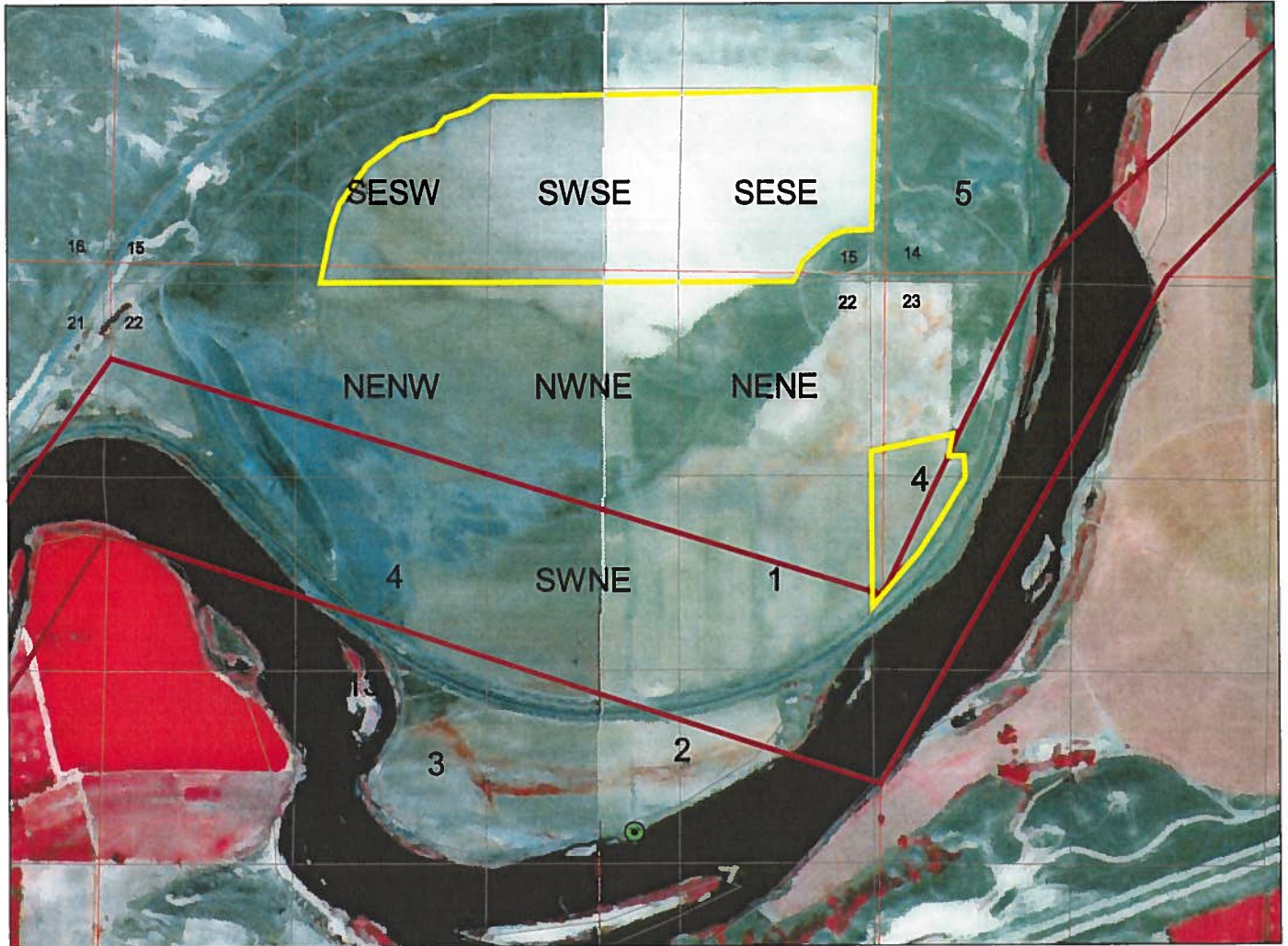
2-7280-1979

SCANNED

Mar 14 2005

Idaho Department of Water Resources

Place of Use Layout 2-7280



0 0.25 0.5 Miles

Township 5S Range 10E Sections 15 & 23



GIS Place of Use Presentation
1987 NAPP photography.
Map prepared by: Scott King
Date prepared: June 10, 2003

	Point of Diversion
	Place of Use
	PLSS Township
	PLSS Section Lines
	PLSS quarter-quarter lines

06/10/2003

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

RIGHT NUMBER: 2-7280
NAME AND ADDRESS: ROGER L JONES
PO BOX 475
RUPERT ID 83350

SOURCE: SNAKE RIVER TRIBUTARY: COLUMBIA RIVER
QUANTITY: 2.160 CFS
540.000 AFY

Water shall not be diverted under this right unless the flow of the Snake River exceeds established downstream minimum stream flows.

PRIORITY DATE: 02/27/1979

POINT OF DIVERSION:

T05S R10E S22 SENWSE Lot 2 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	2.160 CFS 540.00 AFY

PLACE OF USE: IRRIGATION Within ELMORE County

T05S R10E S15	SESW	24.0	T05S R10E S15	SWSE	39.0
T05S R10E S15	SESE	36.0	T05S R10E S23 Lot 4 NWNW		3.0
T05S R10E S23 Lot 4 SWNW		7.0			

109 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

THE FOLLOWING RIGHTS ARE DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 02-2018, 02-7057 & 02-7280.

IDWR - WESTERN REGION

CONTRACTOR: Karan Waters

CLAIM/ID: 02-07280

Date: 6-12-02

	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	55	10E	15												24			39	36	99
GIS															24			39	36	99
Claim			23					04	04											9
GIS								4	5											27
								17	10											
Claim																				
GIS																				
Claim																				
GIS																				

Number of POD's 1

Total Claimed Acres: 108

Overlapping FOU Claim #'s:

Total GIS Acres: 126

COMMENTS:

per image interpretation - no claim map

Idaho Department of Water Resources

Claim Number: 02-07280

Legal: T05S, R10E, S15 & 23

Reviewed By:



Point of Diversion



Place of Use

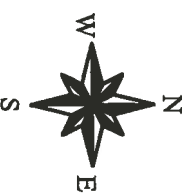
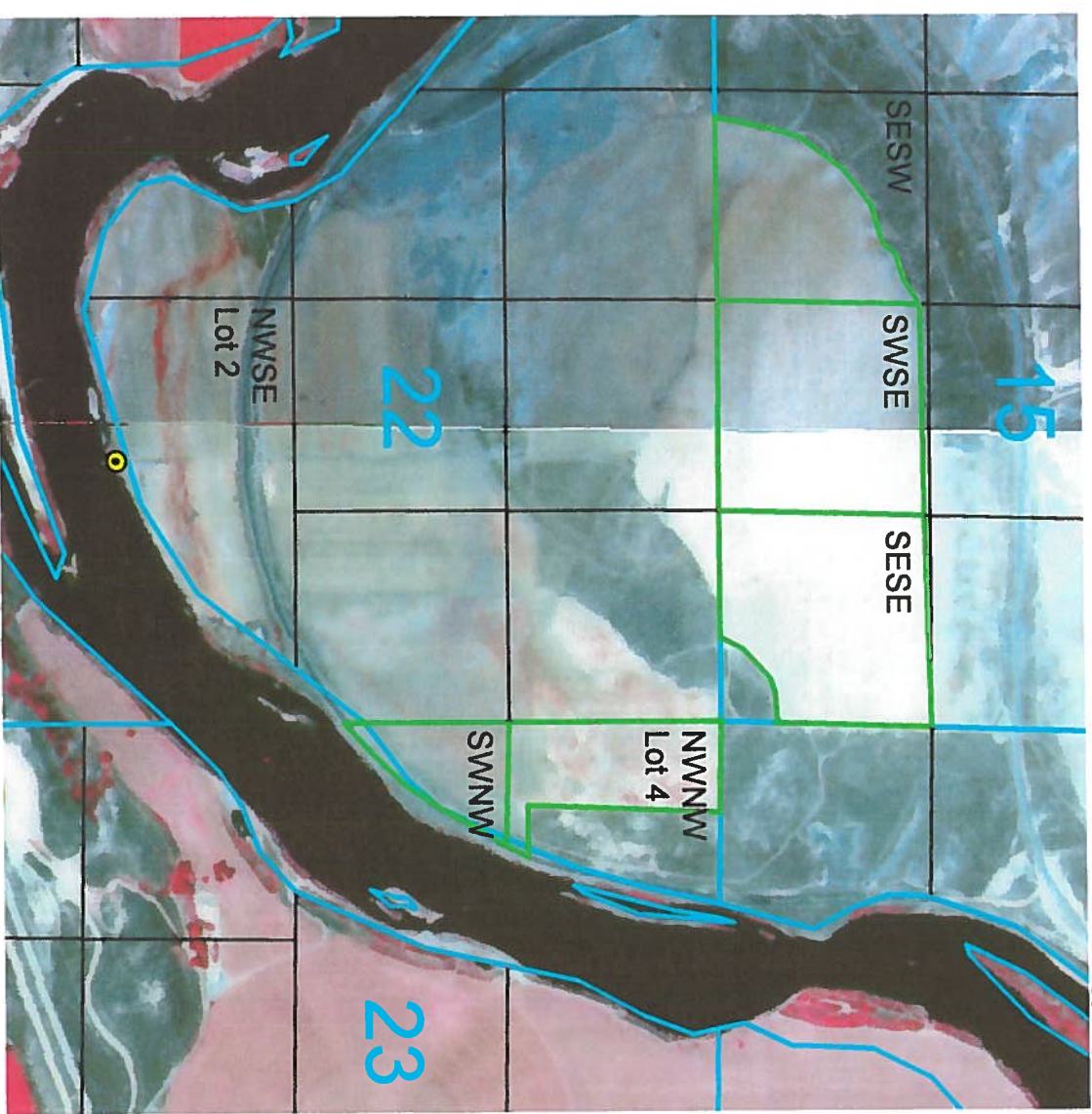


Section Lines



Quarter Quarter Lines

1987 Napp Photo

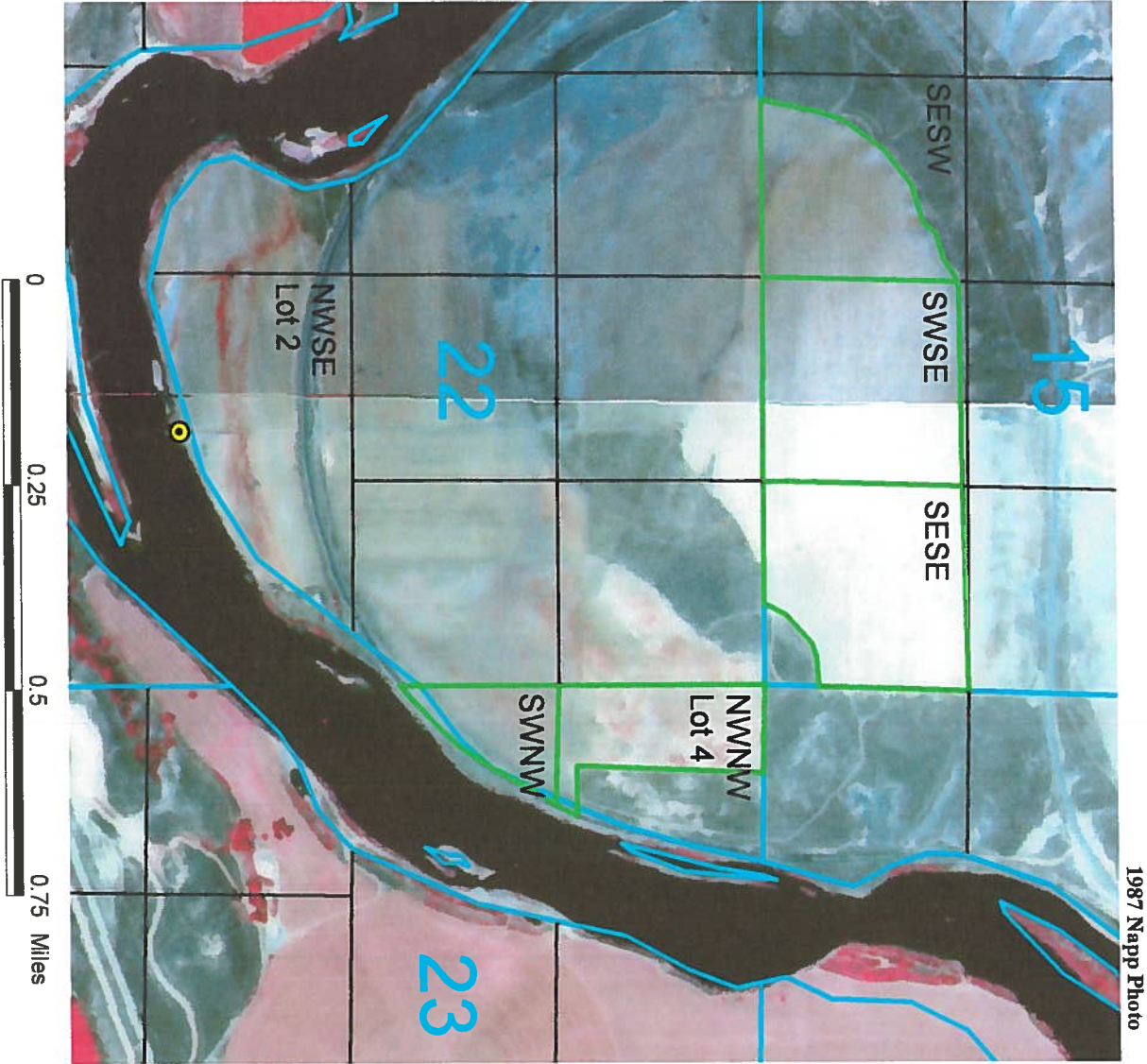
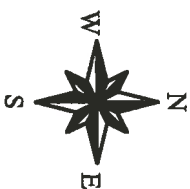


0 0.25 0.5 0.75 Miles

Idaho Department of Water Resources

Claim Number: 02-07280
Legal: T05S, R10E, S15 & 23
Reviewed By:

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



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 02-7280
Date Received: 5/22/90
Receipt No: C016950
Received By:

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

1. Name of Claimant(s): ROGER L JONES
PO BOX 475
RUPERT ID USA 83350

Phone: (208)436-3126

2. Date of Priority: 02/27/1979

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
05S	10E	22	SE NW SE 2	ELMORE

5. Description of diverting works:

PUMP & PENSTOCK, 1-100HP & 1-200HP PUMP, SPRINKLER SYSTEM.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A.
IRRIGATION	3/15	11/15	2.16	540

7. Total Quantity Appropriated is:
2.16 C.F.S. and/or 540 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres	
05S	10E	15	SE	SW	IRRIGATION	24	
			SW	SE	IRRIGATION	39	
			SE	SE	IRRIGATION	36	
			Section Acres			99	
05S	10E	23	NW	NW	4	IRRIGATION	4
			SW	NW	4	IRRIGATION	5
Section Acres						9	
Total Acres						108	

11. Place of use in counties: ELMORE

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

13. Other Water Rights Used:

14. Remarks:

ADDRESS CHANGED PER CLAIMANT REQUEST (BY DB) 3/12/99
Ownership changed by DB 10/25/2000.

15. Basis of Claim: License

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

RECEIVED

AUG 07 2000

WATER RESOURCES
WESTERN REGION

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).: 61-10265/ 02-07280/ A02-07057/ A02-0218

Adjudication Claim No(s).: A02-02018 7

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

ANDREW K. ZIOR

9900 EAST HWY 21 BOISE, IDAHO 83716

4. New Owner/Claimant(s)

ROGER L JONES

New Mailing Address

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

BOX 475

City, State and ZIP Code

RUPERT, IDAHO 83350

New Telephone Number

(208) 436-3126

5. Date you acquired the property

MAY 15, 2000

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 _____

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)

Roger L Jones

(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..

EXHIBIT "A"

Order No. 0194-89-429
Policy No. 13 0194 93 000544
SCHEDULE C

TOWNSHIP 5 SOUTH, RANGE 10 EAST, BOISE MERIDIAN, ELMORE COUNTY, IDAHO

SECTION 15: SE $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$

EXCEPT therefrom that portion deeded to
the State of Idaho for highway purposes.

SECTION 22: All Lots 1, 2, 3, 4, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$,
NW $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NW $\frac{1}{4}$

SAVE AND EXCEPT the following described
parcel:

Commencing at the Northwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said
Section 22, T5S, R10E, B.M.; thence
South 1°20' East along the West side line of the said NE $\frac{1}{4}$ NW $\frac{1}{4}$
a distance of 829.30 feet to a point, being the POINT
OF BEGINNING of the parcel excepted; thence
South 31°27' East 575.06 feet to a point on the South side
line of the said NE $\frac{1}{4}$ NW $\frac{1}{4}$; thence
South 31°27' East 186.34 feet to a point; thence
South 22°00' East 1022.00 feet to a point; thence
South 1°20' East to the Northerly meander line of the Snake
River; thence
Northwesterly at various directions, courses and distances
along the Northerly meander line of the Snake River to
the intersection of the West line of Lot 4 aforementioned
and the Northerly meander line of the Snake River; thence
North 1°20' West to the Northwest corner of said Lot 4;
thence
North 1°20' West 494.99 feet to the TRUE POINT OF BEGINNING
of the excepted parcel.

SECTION 23: All of Lot 4

SAVE AND EXCEPT railroad rights-of-way on all of the above stated
parcels.

EXHIBIT "B"

AJ0749NP
No. 61-10265

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 10/21/99
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	ROWLAND T ZIOR	06/01/1955	DOMESTIC	01-01 12-31	0.040 CFS	
C	ANDREW K ZIOR PO BOX 15892 BOISE ID 83715 (208) 366-7719					
TOTAL DIVERSION:					0.040 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: DECREED

Point(s) of Diversion: T05S R10E S22 Lot02(NENESE)

ELMORE County

Place of use Legal Description for: DOMESTIC

NE				NW				SW				SE					
T	R	S	: Lt Ac	NE	NW	SW	SE	: Lt Ac	NE	NW	SW	SE	: Lt Ac	NE	NW	SW	SE
05S	10E	22	:					:					:				
: 02-D :																	

County: ELMORE

Non-Irrigation Uses: 1 HOME

Other Rights: N/A

Conditions of Approval:

- N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
- N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Remarks: EXP PARCEL NO. 05S10E220010

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

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

OWNER CODE	NAME & ADDRESS	PRIORITY	WATER USE	USE PERIOD		DIVERSION	DIVERSION
		DATE		FROM	TO	RATE	VOLUME
C	US DEPT OF AGRICULTURE FARMERS HOME ADMINISTRATION 2180 AMERICAN LEGION BLVD MOUNTAIN HOME ID 836470000	02/27/1979	IRRIGATION	03/15	11/15	2.160 CFS	540.00 AFA
TOTAL DIVERSION:						2.160 CFS	540.00 AFA
C	ANDREW ZIOR 1626 COLCRADO BOISE ID 83706						

Water Source: SNAKE RIVER

Tributary to: COLUMBIA RIVER

Stage: LICENSE

Int(s) of Diversion Capacity: 8.240 CFS

Int(s) of Diversion: T05S R10E S22 Lot 02(NWSE)

ELMORE County

ace of use Legal Description for: IRRIGATION															
NE				NW				SW				SE			
NESE	NWSE	SWSE	SESE	NESE	NWSE	SWSE	SESE	NESE	NWSE	SWSE	SESE	NESE	NWSE	SWSE	SESE
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
10E 15	:			:				:				:			
10E 23	:			:	04-40	04-05		:				:			
TOTAL ACRES														144.0	

County: ELMORE

Conditions of Approval:

031 - Water shall not be diverted under this right unless the flow
- of the Snake River exceeds established downstream minimum stream
- flows.

Dates:

App. Received: Priority Date: - 02/27/1979

Proof Due Date: 04/01/1980 Proof Made Date: 03/19/1980

Exam Made Date: 05/17/1982 Exam Sent to S.O.:

Licensed Date: 07/15/1986

Misc:

Water District Number: Field Exam Fee:

Comments:

Date: 06/12/1992 User-ID: LUXE Subject: Ownership update

FHA called on 6/12/92 to inform the Department that the current
operator under this right is Andrew Zior. Zior has been added as
a current owner along with FHA.

Audit:

09/25/86 04/30/88 CONVERT 04/03/89 NAMECHNG 01/26/92 POST-STD

06/12/92 LUXE 09/03/97 SCURTIS 02/06/98 CLEARFLD

DATE: 10/21/99
PAGE: 1

Stage: LICENSE

ELMORE County

SV

Exhibit "B" to AGREEMENT FOR SALE AND PURCHASE -3-

J0749NP
o. A02-02018

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 10/21/99
PAGE: 1

COWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	ROWLAND T ZIOR	09/09/1912	IRRIGATION	03-15 11-15	2.000 CFS	
C	ANDREW K ZIOR PO BOX 15892 BOISE ID 83715 (208) 366-7719			TOTAL DIVERSION: CONSUMPTIVE USE:	2.000 CFS	350.00 AFA

Water Source: SNAKE RIVER Tributary to: COLUMBIA RIVER Stage: LICENSE

Point(s) of Diversion: T05S R10E S22 Lot02(SENWSE) ELMORE County

Place of use Legal Description for: IRRIGATION

NE																NW								SW								SE							
R	S	NE NE	NW NE	SW NE	SE NE	:	NENW	NWNW	SNW	SE NW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	SUM																	
10E	22	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	---															
10E	22	:	32	:		:	01-38	:		:	04-15	:		:		:		:		:		:		:	85.0														
10E	23	:		:		:		:		:		:		:		:		:		:		:		:	15.0														
																						TOTAL ACRES				100.0													

County: ELMORE

on-Irrigation Uses: STOCKWATER INCIDENTAL TO IRRIGATION

Other Rights: N/A

Remarks: GEN ADDRESS CHANGED PER CLAIMANT REQUEST (BY DB) 3/12/99.

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

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

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (hereinafter "Agreement") is made and entered into as of the 14th day of November, 1999, by and between ROWLAND T. ZIOR, a married man dealing with his sole and separate property, and ANDREW K. ZIOR, a single man (hereinafter collectively "Seller"), and ROGER JONES and _____, husband and wife (hereinafter collectively "Buyer");

WITNESSETH:

FOR AND IN CONSIDERATION of the mutual covenants, conditions and promises herein contained, the parties do hereby agree as follows:

1. PROPERTY TO BE PURCHASED. Seller agrees to sell and deliver to Buyer, and Buyer agrees to purchase and accept from Seller, upon the terms hereinafter provided, all of Seller's right, title and interest in and to that certain real property consisting of approximately 540 acres and improvements thereon situated in Elmore County, Idaho, and more particularly described on Exhibit "A" attached hereto and made a part hereof by reference ("Real Property") and certain personal property and the improvements and the irrigation system owned, used or acquired for the purpose of operating Seller's farming property (hereinafter "Personal Property"), described as follows:

A. All improvements thereon, Seller's oil, gas and mineral rights therein, if any, water and water rights (applications, permits, shares of stock in water and canal companies), and Seller's interest in all leases, licenses, permits, water rights and other intangible interests, including but not limited to those items listed on Exhibit "B" attached hereto and made a part hereof by reference;

B. Seller's Personal Property located on and used at said Real Property, including the major items of supplies and equipment listed on Exhibit "C" attached hereto,

specifically excluding such personal property to those items of personal property listed on Exhibit "D" attached hereto and made a part hereof by reference;

C. All irrigation pumps, main lines, wheel lines, hand lines, center pivots, parts and supplies, including but not limited to those major items listed on Exhibit "E" attached hereto and made a part hereof by reference; and

(said Personal Property and Real Property and improvements being hereinafter collectively referred to as the "Property"). All of said Personal Property is to be purchased and sold in an "as is" condition. Said Real Property is to be transferred subject to, without limitation, all licenses, permits, easements, encroachments, reservations, rights, claims, conditions, restrictions, charges and encumbrances of any and all kinds contained in that certain preliminary title report No. _____ dated the _____ day of _____, 1999, issued by _____ (hereinafter "Preliminary Report")

It is the intent of the parties that the sale under this Agreement shall include all farming properties generally known as the Zior Hay Ranch containing approximately 540 acres heretofore owned by Seller in Glens Ferry, Elmore County, Idaho (excepting those excluded items of personal property set forth and described on Exhibit "D" attached hereto and made a part hereof by reference).

2. PURCHASE PRICE. The total purchase price for the Property being sold hereunder shall be the sum of SEVEN HUNDRED THOUSAND AND NO/100THS DOLLARS (\$700,000.00), to be paid by Buyer to Seller (hereinafter "Total Purchase Price") as follows:

a. A non-refundable earnest money deposit in the amount of TEN THOUSAND AND NO/100THS DOLLARS (\$10,000.00), the receipt of which is hereby acknowledged.

b. A down payment in the sum of THREE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$300,000.00), to be paid in cash by October 29, 1999 and deposited into

an interest bearing escrow account.

- c. The balance of the purchase price, to-wit: the sum of THREE HUNDRED NINETY THOUSAND AND NO/100THS DOLLARS (\$390,000.00), to be paid in cash, on or before January 15, 2000.

3. PRORATIONS.

A. Taxes and Assessments. All taxes and assessments which pertain to the Real Property and Personal Property shall be prorated between the parties hereto as of the Date of Closing, with Buyer being solely and exclusively responsible for said items after said date. If Buyer fails to pay the taxes and assessments for which Buyer is responsible before the same become delinquent, Seller may declare Buyer in default under the terms of this Agreement, and at Seller's option, make any payments of said taxes and assessments; and if any such payment is made by Seller, it shall be considered as a portion of the unpaid purchase price and shall bear interest accordingly from the date of such payment by Seller until repaid by Buyer.

4. TITLE AND TITLE INSURANCE.

A. Seller represents and warrants that Seller is the owner of and has good and marketable title to the Property described in paragraph 1 of this Agreement, free and clear of all liens, assessments and encumbrances, and holds title to the Real Property subject only to the exceptions and matters listed on the Preliminary Report and which are approved by Buyer.

B. Upon Closing, Seller, at its expense, shall furnish to Buyer an Owner's standard form title insurance policy issued by the title company issuing the Preliminary Report in favor of Buyer covering the Real Property described in Exhibit "A" hereto in the amount of \$600,000.00, showing title to such property vested in Buyer and subject only to the exceptions and matters agreed to by Buyer as set forth herein.

5. INSURANCE. Buyer agrees to obtain and keep in full force and effect a policy or policies of insurance with extended coverage insuring against property damage to the improvements upon the Real Property from fire and other hazards in an amount not less than the replacement value of the buildings and improvements and providing liability coverage in a minimum amount of \$500,000/\$1,000,000 for personal injury and \$50,000 for property damage occurring upon the Real Property. Buyer agrees to pay all premiums thereon when due during the term of this Agreement. Such policy or policies of insurance shall carry a loss payable clause providing for payment to Seller as Seller's interests appear. Further, said insurance policy or policies must contain a clause providing that Seller be given notice at least 15 days prior to the cancellation or attempted cancellation of the same. Upon Closing, Buyer shall deposit into escrow a copy of the policy or policies required by this paragraph, or appropriate certificates of insurance; and Buyer shall likewise deposit renewal policies or certificates prior to the expiration of existing coverage.

6. POSSESSION.

A. Except as set forth below, Buyer shall be entitled to possession of the Property as hereinafter provided upon the payment of the \$310,000.00 (including the \$10,000.00 earnest money deposit) referred to paragraph 2 above. Buyer's right of possession will terminate upon Buyer's default hereunder.

B. Buyer agrees that Rowland T. Zior shall be entitled to reside in the residence on the Real Property for the period from the date of Buyer's possession to the Date of Closing.

7. ACCESS TO PROPERTY BY BUYER.

Prior to Closing, Buyer and Buyer's designated agents shall have access to the Property at reasonable times upon reasonable advance notice to an authorized representative of Seller for the

purpose of inspection (between the date of this Agreement and the payment of the down payment), and after the payment of the down payment and so long as Buyer is not in default hereunder, possession for the purpose of performing fall farm work and working on the irrigation system. Buyer will not take any action which would cause any lien or encumbrance to be filed against the Property prior to full payment of the purchase price. Buyer agrees to indemnify and hold Seller harmless from and against any cost or expense, including attorney's fees, incurred by Seller to clear the title to the Property of any lien or encumbrance filed against the Property as a result of Buyer's activities prior to full payment of the purchase price.

8. ESCROW.

A. Escrowholder.

The escrowholder hereunder shall be Pioneer Title Insurance Compnay, _____ Idaho ("Escrowholder"), and the following documents will be executed and delivered by the parties to the Escrowholder upon the opening of the escrow:

- (1) The sum of \$310,000.00, to be deposited in an interest-bearing account;
- (2) A fully executed copy of this Agreement for Sale and Purchase;
- (3) A Warranty Deed in standard form conveying the Real Property described on Exhibit "A" to Buyer, subject only to the approved exceptions;
- (4) Instruments of assignment and/or transfer for the Personal Property described on Exhibit "B" attached, including but not limited to:
 - (A) all assignable leases, licenses and permits related to the Property and owned by Seller;
 - (B) oil, gas and mineral rights;

(C) all stock certificates, if any, in any and all water, irrigation and/or ditch companies representing water rights appurtenant to the land to be sold to Buyer hereunder;

(D) all licenses, permits, applications and all rights to water now owned or hereafter perfected in the water adjudication matters now in process.

(3) Bills of Sale and any other instruments of title, assignment and transfer to Buyer for the Personal Property described on Exhibit "B" attached;

(4) Bills of Sale and any other instruments of title, assignment and transfer to Buyer for the Irrigation Equipment described on Exhibits "C" and "E" attached;

B. Closing. The closing of the transaction contemplated by this Agreement ("Closing") shall take place in the offices of the Escrowholder on the ¹⁴~~15~~^{AKZ RLD}th day of January, 2000 ("Date of Closing"), or such other date and/or place as shall be mutually agreed upon by the parties hereto, at which time the final payment of \$390,000.00 as set forth in paragraph 2 above shall be paid by Buyer.

E. Duties of Escrowholder at Closing.

(1) Upon receipt from the Seller and Buyer of the documents and funds required by subparagraphs A and B hereof, the Escrowholder shall check the accuracy of the documents and amounts of funds and shall deliver the appropriate documents and funds to the parties, after payment of the liens, encumbrances and assessments necessary to clear title to the Property and as designated in the Escrow Instructions.

(2) The Escrowholder shall also deliver to the Buyer the owner's policy of title insurance insuring the Buyer's title to the Real Property in the amount and subject only to the liens, leases, easements, encumbrances, covenants, conditions and restrictions shown in the Preliminary Report described above which have been accepted and agreed to by Buyer.

F. Additional Escrow Instructions. In the event Escrowholder requires additional escrow instructions for the purpose of carrying out the provisions of this Agreement relative to this escrow, the parties shall execute and deliver such escrow instructions to Escrowholder with contents as required or appropriate to carry out the provisions of this Agreement.

G. Closing Costs and Escrow Charges. The Closing costs and charges for this escrow shall be borne equally by Buyer and Seller.

H. Authorization. If a default of this Agreement should occur and a forfeiture become effective as hereinafter set forth, the parties hereto authorize and instruct the Escrowholder to return the aforesaid documents to Seller and the sum of \$300,000.00 to Buyer. If full payment of the purchase price is made pursuant to the terms of this Agreement, the Escrowholder shall thereupon deliver the aforesaid deeds and title policy to Buyer. Seller hereby authorizes the Escrowholder to receive the payments due under this Agreement and to credit and disburse said payments in accordance with Seller's written instructions. All planted crops shall become part of the realty and are owned by Seller until full payment of the purchase price. In the event of forfeiture as a result of Buyer's default hereunder, Buyer waives any claim he may have with respect to such planted crops.

9. CONDITIONS TO CLOSING. On or before the Date of Closing, the following events shall have occurred and the Escrowholder so informed:

A. Approval of Title Report. The Buyer shall have until 14 days after delivery of the Preliminary Report on the Real Property to examine it and to inform the Seller in writing of any reasonable objections Buyer may have to any exception so listed on the Preliminary Report; provided, however, that Buyer may not object to Real Property taxes not yet due and payable or any exception to title which does not materially affect the value or intended use of the Real Property, or any lien or encumbrance which the escrow holder is authorized to pay at closing. Any exceptions to title to which

Buyer does not make timely objection shall be deemed to have been accepted by Buyer. The Seller shall then have 10 days from the date of receipt of Buyer's objections to remove such exceptions. Removal may be effected by payment of the lien or encumbrance at closing. Should the Seller be unable to remove the exceptions, the Buyer may elect to terminate this Agreement and its rights and obligations hereunder shall end.

B. Buyer shall have fully paid the purchase price for the Property.

10. REPRESENTATIONS OF SELLER. Seller represents and warrants as of the Date of Closing that:

A. Authority of Seller. Seller has the right, power, legal capacity and authority to enter into this Agreement and to perform Seller's obligations hereunder, subject to the conditions herein contained. The execution of this Agreement and consummation of the transaction contemplated hereby does not and will not result in or constitute a default or an event that (with notice or lapse of time or both) would be a default or breach of any instrument or agreement by which Seller is bound. No approvals or consents of any person or persons are necessary in connection therewith.

B. Title. Seller represents and warrants that Seller is the owner of and has good and marketable title to the Real Property and Personal Property described in paragraph 1 of this Agreement, free and clear of any material liens, assessments and encumbrances not approved by Buyer, at the time of closing.

C. Condemnation. There is no condemnation or other similar proceeding pending nor are any of the grazing rights or privileges in default or in jeopardy of being terminated, or, to the best knowledge of Seller, threatened or proposed, by any governmental or other authority empowered to institute or maintain such proceeding with respect to any part of the Property.

D. Litigation. Except as disclosed herein, there is no suit, action, arbitration, proceeding or

governmental investigation pending or, to the best knowledge of Seller, threatened against Seller which may affect Seller's right, power or ability to enter into this Agreement or to close the transactions contemplated hereby.

E. Water Rights. Seller has not abandoned any water rights appurtenant to the Property.

F. Indemnification. Seller agrees to indemnify and hold Buyer harmless from and against any claims, demands, liabilities, obligations or contentions and all attorneys' fees and other costs and expenses connection therewith, arising out of or in any way connected with a breach by Seller of any of its representations and warranties contained herein.

11. REPRESENTATIONS OF BUYER. Buyer represents and warrants as of the Date of Closing that:

A. Authority of Buyer. Buyer has the right, power, legal capacity and authority to enter into this Agreement and to perform Buyer's obligations herein, subject to the conditions herein contained. The execution of this Agreement and consummation of the transactions contemplated hereby does not and will not result in or constitute a default or an event that (with notice or lapse of time or both) would be a default or breach of any instrument or agreement by which Buyer is bound. No approvals or consents of any person or persons are necessary in connection therewith.

B. Litigation. No suit, action, arbitration, proceeding or governmental investigation is pending or, to the best of Buyer's knowledge, threatened against Buyer, which affects the Buyer's right, power or ability to enter into this Agreement or to close the transaction contemplated hereby.

C. Acknowledgment of Access to Records. Buyer acknowledges that Buyer has full, complete and free access to the Property, and to the books and records of Seller with regard to the Property, for the purposes of inspecting the condition of and/or surveying the same.

D. Indemnification. Buyer agrees to indemnify and hold Seller harmless from and against any claims, demands, liabilities, obligations or contentions and all attorneys' fees and other costs and expenses connection therewith, arising out of or in any way connected with a breach by Buyer of any of its representations and warranties contained herein.

12. CONDITION OF PROPERTY. Buyer agrees that Seller is not obligated hereunder to furnish Buyer a survey of the Property and that Buyer has satisfied himself as to the boundaries of the Real Property, the status of water rights and the condition of the Personal Property, and is purchasing all of the Property being sold hereunder whereas and as is.

13. DISCLAIMER OF WARRANTIES. Seller makes no representations or warranties except as set out in this Agreement and makes no representations as to the physical condition, income, expense, operation or any other matter or thing affecting or relating to the Property except as specifically set forth in this Agreement, and Buyer hereby expressly acknowledges that no such other representations or warranties have been made. Buyer hereby expressly acknowledges that the Property is being purchased "as is" by Buyer. Seller hereby disclaims any warranty or representation regarding the structural soundness and design of the improvements on the Property. Seller is not liable or bound in any manner by any verbal or written statement, representations or information as to the Property furnished by any person unless the same be specifically set forth in this Agreement.

14. DEFAULT. It is understood and agreed that if Seller or Buyer shall fail to perform any of the terms, conditions or provisions of this Agreement required to be performed, in the manner herein agreed, such default shall constitute a default under this Agreement. The non-defaulting party shall give the default party notice thereof as provided herein and the defaulting party shall have ten (10) days from and after the date of such notice to correct such default. In the event the defaulting party shall not have corrected such default within ten (10) days after the giving of such notice, then, in that

event, the non-defaulting party may take such immediate legal action as it deems appropriate to enforce its rights hereunder.

15. NOTICES. Any notice required to be given shall be in writing and shall be sent postage prepaid by United States certified mail, return receipt requested. Notice shall be deemed given, and the documents mailed shall be deemed received, on the date shown on the return receipt. The mailing addresses for Seller and Buyer are as follows:

Seller:

Rowland T. Zior

and

Andrew K. Zior
9900 East Hwy. 21
Boise, ID 83716

Buyer:

Roger Jones and _____ Jones

or at such other address as either party shall specify in writing to the other.

16. MAINTENANCE AND USE. Buyer agrees to keep the Real Property in good condition and repair and not to commit or permit waste thereof. Buyer shall not suffer or allow any liens or encumbrances to be levied or assessed against the Real Property during the term of this Agreement, nor shall Buyer commit, suffer or permit any act upon said Real Property in violation of law.

17. CONDEMNATION. In the event that prior to the Date of Closing as herein defined any action or proceeding is commenced for the condemnation in exercise of the rights of eminent domain of the Property or any portion thereof, or if Seller is advised by formal notice by the duly authorized officer of a duly empowered condemning agency by personal service upon Seller or an officer of

Seller of the intention to condemn all or a portion of the Property, then:

A. In the event that the portion of land subject to the action or proceeding or formal notice of intention to condemn is less than 40 fee acres, then the Property shall continue to be purchased by Buyer and Seller shall be without any obligation or liability to Buyer therefor and Buyer shall negotiate, resist or stipulate to the condemning action as it in its sole discretion may determine but Closing shall not be affected or prevented. Any payment or award on account of the condemnation shall inure to the benefit of and will be paid to Buyer, who shall have no obligation or liability to Seller therefor.

B. in the event that the portion of land subject to the action or proceeding or formal notice of condemnation is equal to or greater than 40 fee acres, then, as between Buyer and Seller, Buyer may proceed with the transaction contemplated hereby and close on the Date of Closing in the manner contemplated herein or may (by notice to Seller before the Date of Closing) deem the condemnation to be a total condemnation of the Property. In the latter event, all parties shall be relieved of the rights and duties pursuant to this Agreement, and any documents and monies previously given or deposited shall be returned to Buyer and Seller, as the case may be.

18. INDEMNITY. Buyer hereby agrees to assume all risk and indemnify and hold Seller harmless from any and all responsibility or liability, whether in law or in equity, for any and all causes of action, claims, accidents, injury or damage to any person or property arising by reason of the use or occupancy of the Real Property by Buyer, or any agent, invitee, licensee or tenant of Buyer.

19. BROKER'S AND REAL ESTATE COMMISSION. Real estate commission fees, if any, shall be paid by Seller.

20. ATTORNEYS' FEES. In the event either party is required to retain the services of an attorney in order to enforce the terms or provisions of this Agreement, the prevailing party in any

litigation arising therefrom shall be entitled to recover a reasonable attorneys' fee for the prosecution thereof.

21. COSTS AND EXPENSES. The parties agree that they will each bear all of their own attorneys' fees, costs and expenses associated with the preparation, review and execution of this Agreement and all documents relating thereto.

22. FURTHER ASSURANCES. The parties agree to execute any other documents necessary or appropriate to effectuate the intention of the parties as expressed in this Agreement.

23. INTEGRATION. This Agreement supersedes all prior agreements between the parties hereto, whether in writing or otherwise, and any such prior agreement shall have no force or effect upon and after the date of execution of this Agreement. This Agreement is integrated and contains the entire agreement of the parties; no representations, inducements, promises or agreements, oral or otherwise, not embodied herein shall be of any force or effect, except to the extent that the same are contained in the documents executed concurrently herewith for deposit into escrow.

24. ASSIGNMENT. This Agreement may not be assigned by Buyer without the prior written consent of the Seller.

25. RECORDATION. Neither this Agreement nor any copy or memorandum thereof shall be recorded. Buyer expressly recognizes that any such recordation would constitute a default hereunder.

26. GOVERNING LAW. This Agreement shall be construed, interpreted and applied, and the rights and obligations hereunder determined, in accordance with the laws of the State of Idaho.

27. AMENDMENTS. This Agreement may not be amended, modified or changed in any way except by a written document signed by all of the parties hereto.

28. TIME AND WAIVER. Time is an essential element of this Agreement. Any departure from the conditions and terms hereof, or any delay in the enforcement of the same by the parties

herein, shall not operate to waive or be a waiver of the right of the parties to stand upon the strict letter or construction of this Agreement or to require performance in accordance with the express terms set forth herein.

29. SEVERABILITY Any provisions of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

30. SURVIVAL OF COVENANTS To the extent any covenants and warranties contained herein remain unfulfilled or operative hereafter, said covenants and warranties shall survive the transfer of title and possession and shall not be deemed merged in any other document executed pursuant to the terms of this Agreement.

31. SUCCESSORS IN INTEREST. This Agreement shall be binding upon the successors and assigns, the personal representatives, heirs, administrators, executors, legatees and devisees of the parties herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Sale as of the date first hereinabove written.

SELLER:

Randall T. Zia
Randall T. Zia

Report and Test

[Signature]
A. B. K. 3

Answer Key

BUYER.

Roger L. Jones
Roger Jones

Robert Jones

James

AGREEMENT FOR SALE AND PURCHASE
Page 14

Page 14

11-08-1999 4:04PM

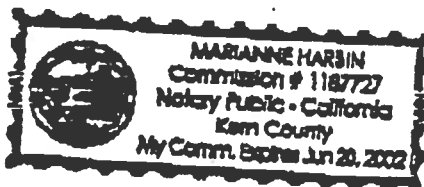
FROM PARK MEADOWS APTS. 661 393 9742

P. 1

STATE OF CALIFORNIA)
) SS.
 County of Keen)

On this 8th day of November, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared ROWLAND T. ZIOR, known or identified to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he 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.



Marianne Harbin
 Notary Public for California County of Keen
 Residing at: Bakersfield
 My commission expires: 6/20/02

STATE OF IDAHO)
) SS.
 County of Jeff)

On this 8th day of November, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared ANDREW K. ZIOR, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he 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.

Chagan Elliott
 Notary Public for Idaho
 Residing at: Boise
 My commission expires: 7/1/02

AGREEMENT FOR SALE AND PURCHASE
 Page 15

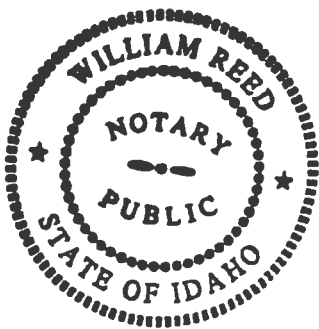
P.15 16613935476

NOV-08-1999 4:19 FROM MARCUS HERRICK MONTGOMERY TO

STATE OF IDAHO)
) SS.
County of *Elmore*)

On this *9* day of November, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared ROGER JONES and JONES, 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.

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 Reed
Notary Public for Idaho
Residing at: *514 E. Arthur Glenview Ferry Id 83623*
My commission expires: *5-18-2005*

GUARANTY TITLE, INC.
206 South 3rd East St.
Mountain Home, Idaho 83647
phone 208-587-9091
fax 208-587-8370

01/04/00

To: James R. Gillespie
Attorney at Law
512 W. Bannock
Boise, Idaho 83702

ATTN:

Re: Jones

Our File Number: 99-1001

Lot Block Subdivision
Section 15 22 23 Township 5 South Range 10 East

In connection with the above transaction, we have enclosed the following:

- (x) Title Commitment and Copy
- (x) Billing Statement
- (x) Copy of Plat Map

()

Thank you for this opportunity to serve you. If we may be of any further assistance, please do not hesitate to contact us.

GUARANTY TITLE, Inc.

BY: Debbie

e: If Guaranty Title, Inc. is closing this transaction your contact for closing is: Sheryl/Sylvia.

RECEIVED
JAN 10 2001
J.R. Gillespie

ORDER NO. 99-1001

INVOICE

GUARANTY TITLE, INC.

Pioneer Title Company
321 West State St.
Boise, Idaho 83702
Janet

206 South 3rd East
Mountain Home, Idaho 83647
(208)587-9091 Fax 587-8370
Date: 01/04/00
Your Reference:
Jones

PLEASE REFER TO ORDER NO. FOR PROPER CREDIT

ESTIMATE BILLING ACTUAL BILLING FINAL BILLING

TITLE INSURANCE COVERAGE:

Owners . . . 700,000.00			
Lenders . . .			
Trustee's Sale Guarantee .			
Litigation Guarantee . . .			
Endorsement . . .			
Other			

RECORDING FEES: \$3.00 per page	
Recording Deed	12.00
Recording Deed of Trust	
Recording Deed of Recon.	86.00
Recording Other. .Satisfaction	30.00

OTHER FEES:

Closing Fee	
Accommodation Fee	
Document Preparation Fee	

SUB	2,183.00
CREDITS	303.37
TOTAL	1,879.63

30 days 60 days 90 days 120 days

COMMITMENT FOR TITLE INSURANCE

Commitment No.: 99-1001

SCHEDULE A

File No.: 99-1001

1. Effective Date: December 23, 1999
at 7:30 A.M.
2. Policy or Policies to be issued:

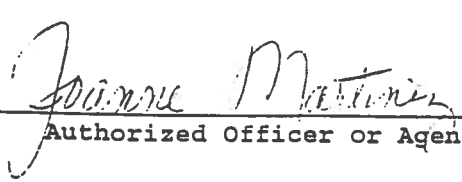
	Amount
(A) x ALTA Standard Owners Policy: 10-17-92	\$700,000.00
ALTA Purchasers Owner Policy	
Proposed Insured: Roger L. Jones, a married man	
(B) ALTA Standard Loan Policy: 10-17-92	\$
ALTA Extended Loan Policy	
Proposed Insured:	
3. The estate or interest in the land described or referred to in this Commitment and covered herein is fee simple and is at the effective date hereof vested in

TRACT I: Andrew K. Zior, a single man
TRACT II: Isabelle N. Egan, presumptively subject to the community interest of spouse, if married
4. The land referred to in this commitment is situated in the County of Elmore, State of Idaho, and described as follows:

(See Attached)

Issued by
GUARANTY TITLE, INC.
206 South 3rd East St
Mountain Home, Idaho 83647
(208)587-9091

COUNTERSIGNED:


Authorized Officer or Agent

TA 3

ALTA Commitment - Schedule A
Form 1004-223

VALID ONLY IF SCHEDULE B AND COVER ARE ATTACHED
dlg

LEGAL DESCRIPTION

TRACT I:

Township 5 South, Range 10 East, Boise Meridian, Elmore County, Idaho

Section 15: SE1/4

Except therefrom that portion deeded to the State of Idaho for highway purposes.

Section 22: All U.S. Government Lots 1, 2, 3, 4, SW1/4NE1/4,
NE1/4NE1/4, NW1/4NE1/4 and NE1/4NW1/4

SAVE AND EXCEPT the following described parcel:

Commencing at the Northwest corner of the NE1/4NW1/4 of said Section 22, T5S, R10E, B.M.;
thence
South 1°20' East along the West side line of the said NE1/4NW1/4 a distance of 829.30
feet to a point, being the POINT OF BEGINNING of the parcel excepted; thence
South 31°27' East 575.06 feet to a point on the South side line of said NE1/4NW1/4;
thence
South 31°27' East 186.34 feet to a point; thence
South 22°00' East 1,022.00 feet to a point; thence
South 1°20' East to the Northerly meander line of the Snake River; thence
Northwesterly at various directions, courses and distances along the Northerly meander
line of the Snake River to the intersection of the West line of Lot 4 aforementioned and
the Northerly meander line of the Snake River; thence
North 1°20' West to the Northwest corner of said U.S. Government Lot 4; thence
North 1°20' West 494.99 feet to the TRUE POINT OF BEGINNING of the excepted parcel.

Section 23: All of U.S. Government Lot 4

SAVE AND EXCEPT railroad rights-of-way on all of the above stated parcels.

SAVE AND EXCEPT all those portions of U.S. Highway 30 as disclosed in Quit Claim Deed,
recorded July 7, 1990, as Instrument No. 257429, records of Elmore County, Idaho.

TRACT II:

Township 5 South, Range 10 East, Boise Meridian, Elmore County, Idaho

Section 15: SE1/4SW1/4

SCHEDULE B - SECTION 1

The following are the requirements to be complied with:

1. Instrument creating the estate or interest to be insured must be executed and filed for record:

Deed from Andrew K. Zior, a single man, to Roger L. Jones, a married man, conveying the premises described in Schedule A hereof, in fee simple and unencumbered. (TRACT I)

Deed from Isabelle N. Egan, presumptively subject to the community interest of spouse, if married, to Roger L. Jones, a married man, conveying the premises described in Schedule A hereof, in fee simple and unencumbered.

2. Pay the full consideration to, or for the account of, the grantors or mortgagors.
3. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations there-to are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.

"Inspection of the land, which we will undertake..." "...Exceptions will be made for matters which may be disclosed thereby, or by inquiry of parties in possession.

SCHEDULE B - SECTION 2

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
 2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records,.
 3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
 4. Any lien, or right to a lien, imposed by law for services, labor or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
 6. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
 7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
 8. Defects, lien, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
 9. General taxes for the year 1997, which are a lien and are delinquent. (Tract II only)
 10. General taxes for the year 1998, which are a lien and are delinquent. (Both Tracts)
 11. General taxes for the year 1999, which are a lien, with the first half delinquent and second half due and payable on or before June 20, 2000. (Both Tracts)
 12. General taxes for the year 2000, which are a lien and are not yet due and payable. (Both Tracts)
- See Attached)

OTE: EXCEPTIONS

WILL NOT APPEAR IN THE MORTGAGE POLICY TO BE ISSUED HEREUNDER

LTA Commitment

chedule B - Section 2

orm 1004-133

Attachment

13. Liens in favor of the State of Idaho that might be disclosed by any Notice of Lien filed in the Office of the Secretary of State of Idaho against the vested owner or prior owner or against the purchaser of the land described herein. A Search of those records has been ordered, and this commitment will be amended/supplemented upon completion of such search. (Both Tracts)
14. Deed for Right of Way granted by R. D. Gorby to Great Shoshone and Twin Falls Water Power Co., recorded March 9, 1912, in Book 19 of Deeds at Page 473, records of Elmore County, Idaho; the right to construct, operate and maintain a pole line and to place thereon the necessary wires and other appurtenances for the transmission and utilization of electricity for light, heat, power or any other purposes whatsoever; also, to place on said poles, wire and other equipment necessary for telephone purposes, over and across Sec. 22 and Sec. 28, T5S, R10E, B.M., Elmore County, Idaho. (Tract I)
15. Power Line Easement granted by Simpson Collins and Anna Collins, his wife, to Idaho Power Company, a corporation; recorded November 13, 1945, in Book 39 of Miscellaneous Records at Page 485, records of Elmore County, Idaho; over and across U.S. Government Lots 2, 4 and 5 and NE1/4NW1/4, SE1/4NE1/4, Sec. 22, T5S, R10E, B.M., Elmore County, Idaho. (Tract I)
16. Contract executed between H. W. Shockley and the Oregon Short Line Railroad, recorded December 29, 1947, in Book 28 of Contracts at Page 357, records of Elmore County, Idaho; for access across tracks to land on either side of the railroad and restrictions contained therein. (Tract I)
17. Power Line Easement dated March 18, 1947, executed by H. W. Shockley, bachelor, Simpson Collins and Anna Collins, his wife, to Idaho Power Company, a corporation; recorded March 18, 1947, as Instrument No. 77420, records of Elmore County, Idaho, includes rights of ingress and egress over, on and across U.S. Government Lot 2, Sec. 22, T5S, R10E, B.M., Elmore County, Idaho. (Tract I)
18. Power Line Easement granted by H. W. Shockley, a bachelor, Simpson Collins and Anna Collins, his wife, to Idaho Power Company, a corporation; recorded November 13, 1948, in Book 40 of Miscellaneous Records at Page 160, records of Elmore County, Idaho; over and across U.S. Government Lot 2, Sec. 22, T5S, R10E, B.M., Elmore County, Idaho. (Tract I)
19. Power Line Easement granted by H. W. Shockley, and Mrs. Esther Shockley and Simpson Collins and Anna Collins, his wife, to Idaho Power Company, a corporation; recorded June 22, 1956, in Book 41 of Miscellaneous Records at Page 455, records of Elmore County, Idaho; over and across U.S. Government Lot 4, Sec. 23, T5S, R10E, B.M., Elmore County, Idaho. (Tract I)
20. Right of Way Deed for State Highway, dated July 9, 1951, granted by T. E. Walton and Marjorie R. Walton, husband and wife, and Lee E. Walton and Ruth D. Walton, husband and wife to the State of Idaho, recorded August 2, 1951, in Book 2 of Deeds to Public Highways at Page 243, records of Elmore County, Idaho; over, on and across N1/2SE1/4, Sec. 15, T5S, R10E, B.M., Elmore County, Idaho. (Tract I)

(See Attached)

Attachment

21. Contract executed by and between Oregon Short Line Railroad and Union Pacific Railroad Company, and Gene L. Morrison, recorded July 14, 1970, as Instrument No. 143183, records of Elmore County, Idaho; for irrigation lines crossing center line of east bound main track and across North Half of Section 22, T5S, R10E, B.M., Elmore County, Idaho. (Tract I)
22. Power Line Easement dated January 28, 1978, granted by Snake River Farms, Inc., an Idaho Corporation, to Idaho Power Company, a corporation; recorded August 29, 1974, as Instrument No. 159599, records of Elmore County, Idaho; over and across S1/2 U.S. Government Lot 2 and S1/2 U.S. Government Lot 3, Sec. 22, T5S, R10E, B.M. Elmore County, Idaho. (Tract I)
23. Easement for irrigation pipeline and pump and the right of ingress and egress as disclosed in Deed from Snake River Farms, Inc. to Scott R. Simplot and Pamela Simplot, husband and wife, recorded March 4, 1974, as Instrument No. 157076, records of Elmore County, Idaho. (Tract I)
24. Reservations and Restrictions contained in Warranty Deed executed by Thomas E. Walton and Marjorie R. Walton, husband and wife, and Lee E. Walton and Ruth D. Walton, husband and wife to Gene L. Morrison and Patricia M. Morrison, husband and wife, recorded March 20, 1979, as Instrument No. 186834, records of Elmore County, Idaho. (Tract I)
25. Right of Way Easement dated, November 9, 1979, granted by Scott R. Simplot and Pamela H. Simplot, husband and wife, and Gene L. Morrison and Patricia M. Morrison, husband and wife to Pacific Power and Light Company, recorded November 29, 1979, as Instrument No. 191985, records of Elmore County, Idaho, over and across a portion of Sec. 22, T5S, R10E, B.M., Elmore County, Idaho. (Tract I)
26. Any Claim arising from the difference in the mean high water line of the Snake River and the meander line as shown by the Government Survey. (Both Tracts)
27. Right of Way Easement dated August 7, 1980, executed by Gene L. Morrison and Patricia M. Morrison to Pacific Power & Light Company, a corporation, recorded August 14, 1980, as Instrument No. 196889, records of Elmore County, Idaho; over, on and across a portion of the SE1/4SE1/4, Section 22, T5S, R10E, B.M., Elmore County, Idaho. (Tract I)
28. Power Line Easement dated December 15, 1980, granted by Gene L. Morrison and Patricia M. Morrison, husband and wife, to Idaho Power Company, a corporation; recorded February 20, 1981, as Instrument No. 200775, records of Elmore County, Idaho; over, on and across a portion of U.S. Government Lots 1 and 2, Sec. 22, T5S, R10E, B.M., Elmore County, Idaho. (Tract I)
29. Financing Statements, Seed and Farm Laborer's liens against individuals which are filed in the office of the Secretary of State. (Both Tracts)
30. Financing Statement Mortgage executed by Andrew K. Zior, as Debtors to United States of America, acting through Farmers Home Administration, as Secured Party recorded January 26, 1990, as Instrument No. 257311, records of Elmore County, Idaho. (Tract I)

(See Attached)

Attachment

31. Mortgage dated April 21, 1997, executed by Andrew K. Zior, an individual, as Mortgagor; and U.S. Bank of Idaho, as Mortgagee; secures the payment of \$45,518.00 together with interest and any other obligations secured thereby; recorded April 25, 1997, as Instrument No. 300214, records of Elmore County, Idaho. (Tract I)
32. Mortgage dated July 25, 1997, executed by Andrew K. Zior, vesting as Andrew K. Zior, an individual, as Mortgagor; and U.S. Bank, as Mortgagee; secures the payment of \$15,000.00 together with interest and any other obligations secured thereby; recorded July 30, 1997, as Instrument No. 302037, records of Elmore County, Idaho. Modification of Mortgage, recorded September 25, 1997, as Instrument No. 303356, records of Elmore County, Idaho. Modification of Mortgage, recorded November 13, 1997, as Instrument No. 304356, records of Elmore County, Idaho. (Tract I)
33. Deed of Trust with Power of Sale dated February 20, 1998, executed by Andrew K. Zior, a single man, as Grantors; First American Title Insurance Company, as Trustee; and Beneficial Mortgage Co. of Idaho, as Beneficiary; secures the payment of \$325,000.00, together with interest and any other obligations secured thereby; recorded February 20, 1998, as Instrument No. 306178, and re-recorded March 27, 1998, as Instrument No. 306888, records of Elmore County, Idaho. (Tract I)
34. Mortgage dated March 12, 1998, executed by Andrew K. Zior, a single man, as Mortgagor; and U.S. National Bank Association, as Mortgagee; secures the payment of \$120,100.00 together with interest and any other obligations secured thereby; recorded March 30, 1998, as Instrument No. 306906, records of Elmore County, Idaho. Modification of Mortgage, recorded November 6, 1998, as Instrument No. 311491, records of Elmore County, Idaho. Subordination Agreement dated May 4, 1998, executed by Andrew K. Zior and U.S. Bank by Jack Nowatzki, its assistant Vice President, recorded May 6, 1998, as Instrument No. 307762, and re-recorded June 9, 1998, as Instrument No. 308472, records of Elmore County, Idaho. Subordinating this lien to the lien between Andrew K. Zior, a single man, and Beneficial Mortgage Company of Idaho, recorded May 6, 1998, as Instrument No. 307763, records of Elmore County, Idaho. The Beneficial interest in said Mortgage has been assigned to National Investors, L.P., by Assignment recorded September 23, 1999, as Instrument No. 318088, records of Elmore County, Idaho. (Tract I)
35. Deed of Trust dated May 4, 1998, executed by Andrew K. Zior, a single man, as Grantors; First American Title Company, as Trustee; and Beneficial Mortgage Company of Idaho, as Beneficiary; secures the payment of \$25,000.00, together with interest and any other obligations secured thereby; recorded May 6, 1998, as Instrument No. 307763, records of Elmore County, Idaho. (Tract I)
36. Lis Pendens under Case No. CV 99-00391, Beneficial Mortgage Co. of Idaho, as plaintiff, and against Andrew K. Zior, a single man, National Loan Investors, LP, United States of America by and through Farmers Home Administration, and First American Title Insurance Company, Trustee, and First American Title Company, Trustee, as defendants; recorded October 4, 1999, as Instrument No. 318247, records of Elmore County, Idaho. (Tract I)

(See Attached)

Attachment

37. Claim of Lien against Ronald Zior, Owner/Manager in favor of Weston D. Farris, in the original amount of \$7,050.00, recorded December 1, 1999, as Instrument No. 319203, records of Elmore County, Idaho. (Tract I)
38. This commitment is subject to the approval of Commonwealth Land Title Insurance Company of Idaho. (Both Tracts)
39. Patent Reservation, granted by the United States to Isabelle N. Egan, as disclosed on unrecorded Patent, excepting and reserving to the United States:
 1. A right-of-way thereon for ditches or canals constructed by the authority of the United States pursuant to the Act of August 30, 1890, 26 Stat. 391; 43 U.S.C. 945.
 2. All the oil and gas deposits, geothermal steam and associated geothermal resources in the lands so patented pursuant to the Act of October 21, 1976 (90 Stat. 2757; 43 U.S.C. 1719), and to it, or persons authorized by it, the right to prospect, mine and remove such deposits from the same under applicable law and such regulations as the Secretary of the Interior may prescribe.
Subject to:
 1. Those rights for a road and material site granted to Idaho State Department of Highways, its successors or assigns, by Right-of-way No. I-02131, pursuant to the Act of November 9, 1921.
 2. Those rights for a telephone line granted to Mountain States Telephone and Telegraph. its successors or assigns, by Right-of-way No. I-20976, pursuant to the Act of October 21, 1976; 90 Stat. 2776 (43 U.S.C. 1761).
 3. Those rights for an existing highway exercised under RS 2677 and noted under number I-20029. (Tract II)
40. Right of Way and materials site for highway purposes, as disclosed in Certification; recorded July 6, 1956, in Book 40 of Miscellaneous Records at Page 500, as Instrument No. 82308, records of Elmore County, Idaho. (Tract II)
41. Right of Way dated February 1, 1990, granted by the State of Idaho, acting by and through its Idaho Transportation Board for the Division of Highways, to Glenns Ferry Highway District, a quasi municipal corporation of Elmore County, Idaho, as disclosed in Quitclaim Deed; recorded February 7, 1990, as Instrument No. 257429, records of Elmore County, Idaho. (Tract II)

(See Attached)

Attachment

NOTE: General taxes for the year 1999,

(TRACT I) under parcel no. 05S10E157210, are in the amount of \$350.78,

(TRACT I) under parcel no. 05S10E220010, are in the amount of \$2,303.28,

(TRACT I) under parcel no. 05S10E233020, are in the amount of \$104.76, and

(TRACT II) under parcel no. 05S10E156600, are in the amount of \$86.46, which are a lien, with the first half delinquent, and the second half due and payable on or before June 20, 2000.

General taxes for the year 1998,

(TRACT I) under parcel no. 05S10E157210, are in the amount of \$314.04,

(TRACT I) under parcel no. 05S10E220010, are in the amount of \$2,226.90,

(TRACT I) under parcel no. 05S10E233020, are in the amount of \$91.20, and

(TRACT II) under parcel no. 05S10E156600, are in the amount of \$78.16, plus penalties and interest, which are a lien, and are all delinquent.

General taxes for the year 1997, (TRACT II) under parcel no. 05S10E156600, are in the amount of \$71.54, plus penalties and interest, which are a lien, and are delinquent.

NOTE: If the applicant desires copies of the documents underlying any exception to coverage shown herein, the Company will furnish the same on request, if available, either with or without charge as appears appropriate.

NOTE: If a Deed of Trust is contemplated as a part of this transaction, the correct name to be entered as the trustee is: GUARANTY TITLE, INC.

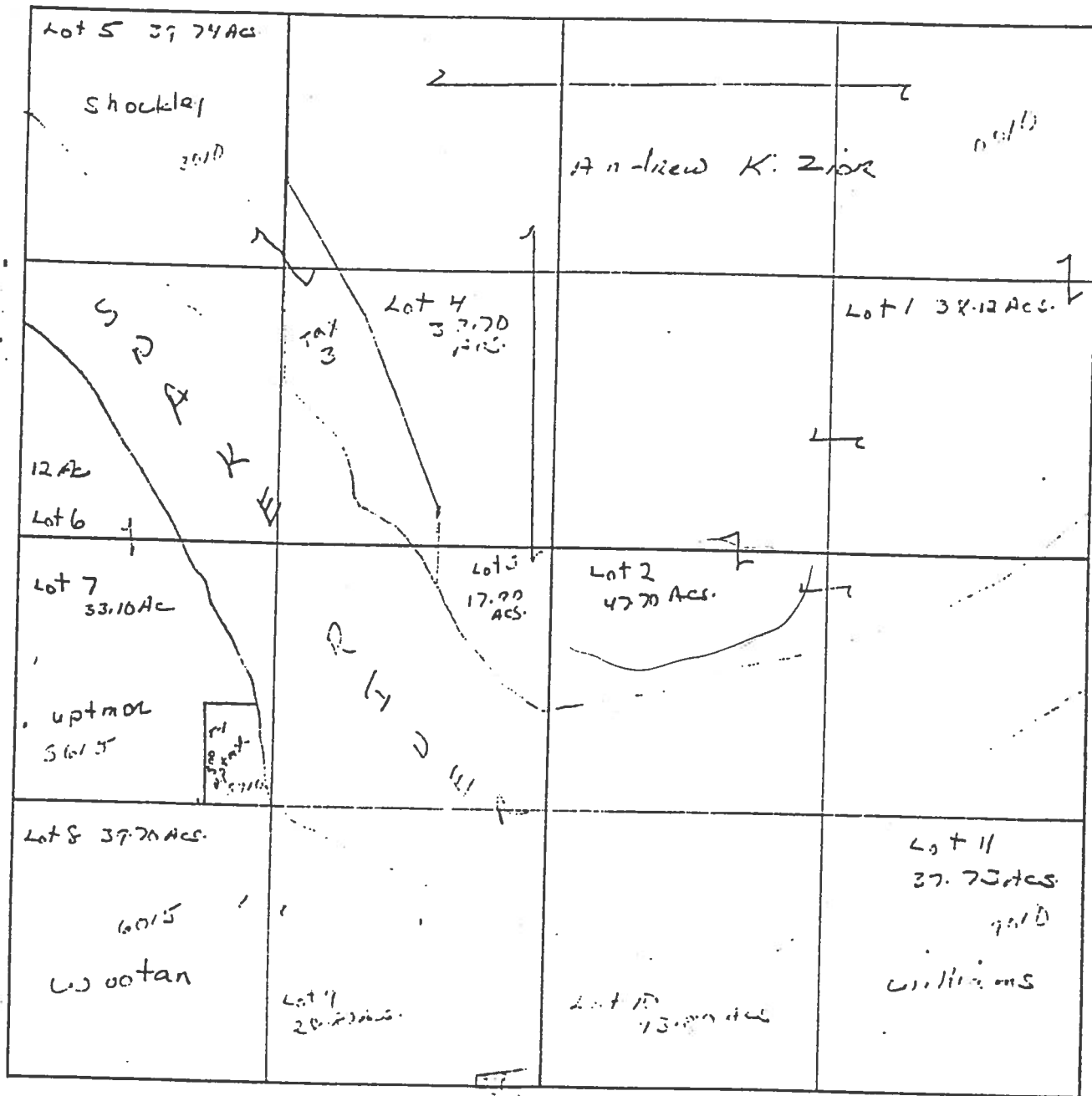
NOTE: PURSUANT TO THE STATE OF IDAHO INSURANCE REGULATIONS, A CANCELLATION FEE IS TO BE CHARGED ON ALL CANCELLED ORDERS. UNLESS OTHERWISE ADVISED, ORDERS WILL BE CONSIDERED CANCELLED SIX MONTHS AFTER THE EFFECTIVE DATE ON THE COMMITMENT. THE AMOUNT OF THE FEE ASSESSED SHALL BE IN ACCORDANCE WITH OUR RATE FILING WITH THE IDAHO DEPARTMENT OF INSURANCE.

Section 15 Township 5th South Range 10 E

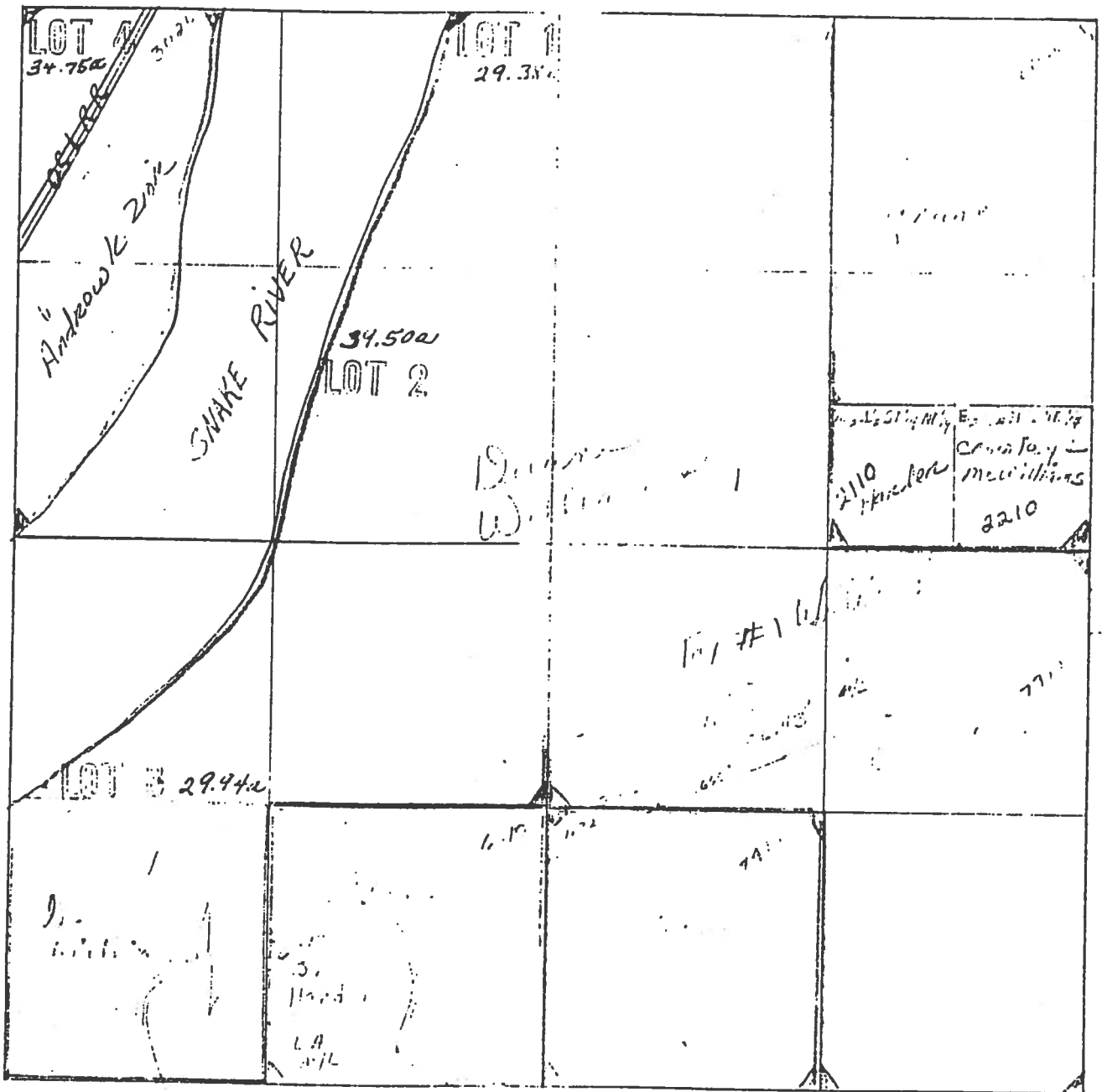
1495 ⁺ c/n Pensley			
			721 ⁰⁰
	1100 Isabel M. Egan S. 4 th	Andrew K. T. Zios	

CLERK
COUNTY OF HENRY

Section 22 Township 5 South Range 10 East E



Section 23 Township 5 South Range 19 E



Snake River

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: **A02-07280**
Date Received: 5/22/1990
Receipt No: C016950
Received By: _____

**COPY FOR
YOUR FILES**

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

**COPY FOR
YOUR FILES**

1. Name: ANDREW K ZIOR 208-366-7719
Address: PO BOX 15892
BOISE ID 83715
OR
Name: ROWLAND T ZIOR 208-366-7719
Address: PO BOX 15892
BOISE ID 83715

2. Date of Priority: FEB 27, 1979

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
05S	10E	22	SE	NW	SE	2	ELMORE

5. Description of diverting works:
PUMP & PENSTOCK, 1-100HP & 1-200HP PUMP, SPRINKLER SYSTEM.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	2.160		540.00

7. Total Quantity Appropriated is:
2.160 C.F.S. (and/or) 540.00 A.F.A.

8. Total consumptive use is 378.0 Acre Feet Per Annum.

9. Non-irrigation uses:
STOCKWATER INCIDENTAL TO IRRIGATION

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
05S	10E	15	SE		SW		IRR	24.0
			SW		SE		IRR	39.0
			SE		SE		IRR	36.0
							Section Acres	99.0
		23	NW		NW	4	IRR	4.0
			SW		NW	4	IRR	5.0
							Section Acres	9.0
							Total Acres	108.0

11. Place of use in counties: ELMORE

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

13. Other Water Rights Used:
02-2018 & 02-7057

14. Remarks:
ADDRESS CHANGED PER CLAIMANT REQUEST (BY DB) 3/12/99.

15. Basis of Claim: LICENSE

Z10R,
Roland / Andrew

Snake River Basin Adjudication
Change in Address of Notice of Claim

RECEIVED
MAR 12 1999
WATER RESOURCES
WESTERN REGION

[] Water Right Number(s): A61-10265
A02-07057
A02-02018
A02-07280

[] Old Mailing Address: 2230 Amy St
Boise ID 83706
1

[] New Mailing Address: PO Box 15892
Boise ID, 83715

Telephone Number: (208) 366-7719

[] Signature of Claimant: R.T. Zia

Date: FEB 2 1999

PLEASE SEND YOUR SRBA CHANGE OF ADDRESS TO THE NEAREST REGION OFFICE:

IDWR WESTERN REGION
2735 AIRPORT WAY
BOISE ID 83705-5082
(208) 334-2190

IDWR SOUTHERN REGION
222 SHOSHONE ST EAST
TWIN FALLS ID 83301-6602
(208) 736-3033

IDWR EASTERN REGION
900 N SKYLINE
IDAHO FALLS ID 83402-3653
(208) 525-7161

IDWR NORTHERN REGION
1910 NORTHWEST BLVD #210
COEUR D'ALENE ID 83814-2615
(208) 756-4639

Revised 5/95

IDWR: DATA ENTRY BY _____
DATE _____

15800

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: A02-07280
Date Received: 5-22-1990
Receipt No: C016950
Received By: _____

RECEIVED
MAY 22 1990

Department of Water Resources

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ROWLAND T. ZIOR 208-343-8030
Address: 1424 WEST FRANKLIN ST.
BOISE, ID 83702

OR
Name: ANDREW K. ZIOR 208-342-4379
Address: 1626 COLORADO ST.
BOISE, ID 83706

2. Date of Priority: FEB 27, 1979

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
05S	10E	22	SE	NW	SE	2	ELMORE

5. Description of diverting works:
PUMP & PENSTOCK, 1-100HP & 1-200HP PUMP, SPRINKLER SYSTEM.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	2.160		540.00

7. Total Quantity Appropriated is:
2.160 C.F.S. (and/or) 540.00 A.F.A.

8. Total consumptive use is 378.0 Acre Feet Per Annum.

9. Non-irrigation uses:
STOCKWATER INCIDENTAL TO IRRIGATION

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 02-7280 Priority February 27, 1979 Amount 2.16 cfs

THIS IS TO CERTIFY, that USDA, Farmers Home Administration
of Mountain Home, Idaho, has complied with the terms and conditions of Permit
No. 02-7280 issued pursuant to Application for Permit dated February 27, 1979,
and has submitted proof to the Department of Water Resources on March 19, 1980,
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 8.24 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
<u>Irrigation</u>	from <u>March 15</u> to <u>November 15</u>	at <u>2.16</u> cfs and	<u>540.0</u> acre feet
_____	from _____ to _____	at _____ cfs and	_____
_____	from _____ to _____	at _____ cfs and	_____

(both dates inclusive)

Subject, however, to the condition that no more than 2.16 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
540.0 acre feet per year, said waters to be diverted within the Gov. Lot 2 (NW $\frac{1}{4}$ SE $\frac{1}{4}$)

Section 22, Twp 5S, Rge 10E in the County of Elmore

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 $\frac{1}{4}$	
5S	10E	15												24			39	36	99
		23					GL4 4	GL4 5											9

Total number of acres irrigated 108

MICROFILMED

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
05S	10E	15	SE		SW		IRR	24.0
			SW		SE		IRR	39.0
			SE		SE		IRR	36.0
							Section Acres	99.0
		23	NW		NW	4	IRR	4.0
			SW		NW	4	IRR	5.0
							Section Acres	9.0
							Total Acres	108.0

11. Place of use in counties: ELMORE

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

13. Other Water Rights Used:
02-2018 & 02-7057

14. Remarks:

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 X 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): Rowland T Ziv Date: 11-7-89

Date: _____

State of Idaho)
County of ADA) SS.

Subscribed and sworn (or affirmed) before me this 7th day
of Nov. 1989
Forrest E. Luthy
Notary Public

Seal

Forrest E. Luthy, Notary Public
Residing at _____ Residing at Boise, Idaho
My Commission Expires Nov. 8, 1994
My Commission Expires _____

5/89

Date Received 11/07/1989

State of Idaho

Department of Water Resources

REQUEST FOR EXTENSION OF TIME

Department of Water Resources
Western Regional Office

TO FILE ADJUDICATION CLAIM(S)

The Idaho Department of Water Resources will consider this form as a request by the claimant for an additional period of time in which to file claim(s) beyond the 90 days allowed by Section 42-1409(10), Idaho Code.

ZIOR, ROWLAND T.

Name of Claimant

208 343-8030

Phone Number

1424 WEST FRANKLIN ST

Mailing Address

BOISE

City

ID

State

83702

Zip

ELMORE

County(s) where place of use is located

12/07/89

Date claim originally due

A02-02018, A02-07057, A02-07280, & A61-10265

Identify water right(s) for which extension is requested

State why an extension of time is requested explaining how a diligent effort has been made to meet the deadline:

CLAIMANT HAS COMPLETED THE FORMALITIES OF EXECUTING & NOTARIZING, THESE CLAIMS ON THE ABOVE DATE. HOWEVER, HE WILL NOT HAVE AVAILABLE TO HIM THE NECESSARY FUNDS (APPROX \$575.00) TO COMPLETE THE FILING UNTIL JAN. 15, 1990. TO HAVE TO INSTIGATE A LOAN FOR THE FINANCING OF THE CLAIMS AT THIS TIME WOULD WORK AN UNDOE HARDSHIP THE CLAIMANT FEELS.

Claimant requests an extension to

JANUARY 15

1990

Rowland T Zior

Signature

11-7

Date of request

1989

owner

Title

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

The above request for extension of time is hereby [☐ granted] [☒ denied] for the following reasons:

Fees are required to provide funding for State's adjudication effort which is shared by all claimants. Late fees make burden be shared disproportionately. A showing that diligent effort could not raise the money needed for the fees would be reconsidered.

Signed this 27 day of November

1989

Director or his designated agent

DAVID B. SHAW

Mail to: Idaho Department of Water Resources
1301 N. Orchard St.
Boise, ID 83706



State of Idaho
DEPARTMENT OF WATER RESOURCES

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

CECIL D. ANDRUS

Date 1-9-92 Notice of Claim No.(s) A02-07280

GOVERNOR

A02-07057

R. KEITH HIGGINSON

A02-02018

DIRECTOR

A01-10265

[Rowland T. Zior]
[1424 West Franklin St.]
[Boise, ID 83706]

Dear Claimant(s):

Enclosed is a copy of the DENIED Extension of Time request form previously submitted in connection with the above referenced Notice of Claim(s).

At the time you filed the Notice of Claim(s) the required filing fee was paid. However, because the claim(s) was postmarked and/or received at a Department of Water Resources office after the filing deadline for the county in which the water right(s) lies, a late fee was required. The late fee is either a \$50 flat fee or 15% of the original filing fee, whichever is greater, for each claim. Your extension request was filed to try and avoid having to pay this late fee, which now must be paid due to the denial of this request. The late fee due for this claim(s) is \$ 200 . (50 PER CLAIM)

Please submit this late fee within 30 days from the date of this letter in order to insure your claim(s) is recommended to the court for decree in the Snake River Basin Adjudication. If this late fee is not received within the 30-day time period, your claim(s) will be returned to you, your original filing fee refunded, and unless we hear from you prior to submitting our report to the court, the water right(s) covered by this claim(s) will be invalid. If there is a problem with submitting this late fee, either a letter or phone call must be received within the 30-day time limit to keep this claim(s) valid. Feel free to contact this office with any questions you may have.

Sincerely,

JAN SHURTE

Adjudications Supervisor
Western Region

JS:j
Enclosure



State of Idaho
DEPARTMENT OF WATER RESOURCES

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

October 25, 2000

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

ROGER L JONES
PO BOX 475
RUPERT ID 83350

Re: Notice of Claim to a Water Right No. A02-02018, A02-07057 & A02-07280

Dear Claimant(s):

Enclosed is a copy of the above referenced claim which reflects the change in ownership of the land and appurtenant water right(s) 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.

Thank you for your patience and cooperation, as we have had several ownership changes to process. 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
Office Specialist 1
Adjudication Section
Western Region Office

DB:db

Enclosure



State of Idaho
DEPARTMENT OF WATER RESOURCES

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

March 15, 1999

DIRK KEMPTHORNE
GOVERNOR

Re: Notice of Claim to a Water Right No. A02-07057, A02-02018,
and A02-07280

KARL J. DREHER
DIRECTOR

Rowland T Zior
Andrew K Zior
PO Box 15892
Boise ID 83715

Dear Property Owners:

Enclosed are copies of the above referenced claims which reflect your change in address.

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

Please note the address has also been changed on water right number 61-10265. The Department will **not** need to contact you in the future concerning the final court decree for this right, as it has already been decreed by the SRBA court.

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'.

Denise Buffington
Records Clerk
Adjudication Section
Western Region Office

DB:db

Enclosure



State of Idaho
DEPARTMENT OF WATER RESOURCES

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

CECIL D. ANDRUS

Date 1-9-92 Notice of Claim No.(s) A02-07280

GOVERNOR

A02-07057

R. KEITH HIGGINSON

A02-02018

DIRECTOR

A61-10265

[Rowland T. Zior]
[1424 West Franklin St.]
[Boise, ID 83706]

Dear Claimant(s):

Enclosed is a copy of the DENIED Extension of Time request form previously submitted in connection with the above referenced Notice of Claim(s).

At the time you filed the Notice of Claim(s) the required filing fee was paid. However, because the claim(s) was postmarked and/or received at a Department of Water Resources office after the filing deadline for the county in which the water right(s) lies, a late fee was required. The late fee is either a \$50 flat fee or 15% of the original filing fee, whichever is greater, for each claim. Your extension request was filed to try and avoid having to pay this late fee, which now must be paid due to the denial of this request. The late fee due for this claim(s) is \$ 200 . (50 PER CLAIM)

Please submit this late fee within 30 days from the date of this letter in order to insure your claim(s) is recommended to the court for decree in the Snake River Basin Adjudication. If this late fee is not received within the 30-day time period, your claim(s) will be returned to you, your original filing fee refunded, and unless we hear from you prior to submitting our report to the court, the water right(s) covered by this claim(s) will be invalid. If there is a problem with submitting this late fee, either a letter or phone call must be received within the 30-day time limit to keep this claim(s) valid. Feel free to contact this office with any questions you may have.

Sincerely,

JAN SHURTE
Adjudications Supervisor
Western Region

JS:j
Enclosure

RECEIPT
For Monies Paid
to the
IDAHO DEPARTMENT OF WATER RESOURCES

Receipt No: C016950

Date: 05/22/90
Time: 12:39:28

Received
From: ZIOR, R.

Type of Payment	Program Acct Class	Amount
ADJUDICATION FEES <i>FOR ORIGINAL FEES ONLY</i>	0410162 9337 6490	\$574.00
Total		\$574.00

CHECK 454

WR/ND: A02--07280 A02--07057 A02--02018 A61--10265

Idaho Department of Water Resources

Region: STATE

Signature: *J. Dawson*



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

*Resent due to phone num
w/ different address*

30 day

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

Date 2-11-92 Notice of Claim No.(s) A02-07280

A02-07057

A02-02018

A61-10265

[ROWLAND T. ZIOR]
3612 HILL RD.
BOISE, ID 83703
[]

Dear Claimant(s):

Enclosed is a copy of the DENIED Extension of Time request form previously submitted in connection with the above referenced Notice of Claim(s).

At the time you filed the Notice of Claim(s) the required filing fee was paid. However, because the claim(s) was postmarked and/or received at a Department of Water Resources office after the filing deadline for the county in which the water right(s) lies, a late fee was required. The late fee is either a \$50 flat fee or 15% of the original filing fee, whichever is greater, for each claim. Your extension request was filed to try and avoid having to pay this late fee, which now must be paid due to the denial of this request. The late fee due for this claim(s) is \$ 200.00 . (\$50 per claim)

Please submit this late fee within 30 days from the date of this letter in order to insure your claim(s) is recommended to the court for decree in the Snake River Basin Adjudication. If this late fee is not received within the 30-day time period, your claim(s) will be returned to you, your original filing fee refunded, and unless we hear from you prior to submitting our report to the court, the water right(s) covered by this claim(s) will be invalid. If there is a problem with submitting this late fee, either a letter or phone call must be received within the 30-day time limit to keep this claim(s) valid. Feel free to contact this office with any questions you may have.

Sincerely,

JAN SHURTE
Adjudications Supervisor
Western Region

JS:j
Enclosure



State of Idaho
DEPARTMENT OF WATER RESOURCES

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

CECIL D. ANDRUS

Date 1-9-92 Notice of Claim No.(s) A02-07280

GOVERNOR

A02-07057

R. KEITH HIGGINSON

A02-02018

DIRECTOR

A61-10265

[Rowland T. Zior]
[1424 West Franklin St.]
[Boise, ID 83706]
[]

Dear Claimant(s):

Enclosed is a copy of the DENIED Extension of Time request form previously submitted in connection with the above referenced Notice of Claim(s).

At the time you filed the Notice of Claim(s) the required filing fee was paid. However, because the claim(s) was postmarked and/or received at a Department of Water Resources office after the filing deadline for the county in which the water right(s) lies, a late fee was required. The late fee is either a \$50 flat fee or 15% of the original filing fee, whichever is greater, for each claim. Your extension request was filed to try and avoid having to pay this late fee, which now must be paid due to the denial of this request. The late fee due for this claim(s) is \$ 200 . (50 PER CLAIM)

Please submit this late fee within 30 days from the date of this letter in order to insure your claim(s) is recommended to the court for decree in the Snake River Basin Adjudication. If this late fee is not received within the 30-day time period, your claim(s) will be returned to you, your original filing fee refunded, and unless we hear from you prior to submitting our report to the court, the water right(s) covered by this claim(s) will be invalid. If there is a problem with submitting this late fee, either a letter or phone call must be received within the 30-day time limit to keep this claim(s) valid. Feel free to contact this office with any questions you may have.

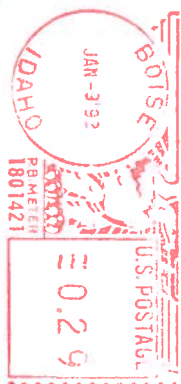
Sincerely,

JAN SHURTE
Adjudications Supervisor
Western Region

JS:j
Enclosure

IDAHO DEPARTMENT OF WATER RESOURCES
WESTERN REGION
2735 Airport Way
Boise, Idaho 83705-5082

FOE
224
ROWLAND T ZIOR
1424 WEST FRANKLIN ST
BOISE ID 83706



EXPIR000 99000 1591 01/15/92
RETURN TO SENDER
FORWARDING ORDER EXPIRED
USPS
RETURN TO SENDER

334-2190

JAN SHURTE
IDAHO DEPT. OF WATER RESOURCES
BOISE ID.

RE: DENIED REQUEST FOR TIME EXTENSION TO
PAY ADJUDICATION FEES

AS I EXPLAINED IN OUR TELECON.^S I WAS UNABLE TO PAY MY ADJUDICATION FEES AT THE TIME I WAS SCHEDULED TO ADJUDICATE MY WATER RIGHTS. I MADE AN APPLICATION FOR AN EXTENSION OF TIME WHICH WAS DENIED. I THEN KEPT THE ADJUDICATION FORMS IN MY POSSESSION UNTIL I HAD THE MONEY TO PAY THE FEES. I COULD NOT PAY THE FEES BECAUSE THE FARM WAS IDLE (NO CROP) IN 1989 AND I WAS OUT OF WORK. IN NOV. OF 1989 I ~~MADE~~ ~~ARRA~~ BEGAN TO NEGOTIATE A LEASE ON THE FARM WHICH WAS COMPLETE IN JAN OF 1990. MY FIRST PAYMENT ON THE LEASE WAS RECEIVED IN MAY OF 1990 AND I PROMPTLY FILED THE PAPER AND PAID THE FEES. IT SHOULD BE NOTED THAT I APPLIED A SECOND TIME FOR AN EXTENSION RIGHT AFTER THE FIRST ON DENIAL WAS DENIED, IN BOTH EXTENSION APPLICATIONS.

I STATED I DID NOT HAVE THE REQUIRED FUNDS AVAILABLE. I CANNOT GIVE YOU A REASON WHY THE EXTENSION REQUESTS WERE DENIED ~~AS~~ IT SEEMS TO ME THAT THE BEST POSSIBLE REASON FOR AN EXTENSION TO PAY IS THAT THE ~~AN~~ APPLICANT SIMPLY DOESN'T HAVE THE MONEY BUT IS EXPECTING IT AT A CERTAIN TIME. I WOULD APPRECIATE IT VERY MUCH IF YOU CAN RECONCILE THIS SITUATION FAVORABLY — THANK YOU FOR YOUR PATIENCE AND EFFORTS.

Very truly

Ron Zion

P.S. PLEASE CHECK THESE LIC. & PERMIT NO'S AS TO PRESENT STATUS. THESE NUMBERS SHOW ON THE ELMORE COUNTY RECORDED DOCUMENTS.

LIC 02-2018

LIC 02-7057

Permit 61-7209 - LAPSED

Permit 02-7280

Date Received 11/07/1989

State of Idaho

Department of Water Resources
REQUEST FOR EXTENSION OF TIME
TO FILE ADJUDICATION CLAIM(S)

The Idaho Department of Water Resources will consider this form as a request by the claimant for an additional period of time in which to file claim(s) beyond the 90 days allowed by Section 42-1409(10), Idaho Code.

ZIOR, ROWLAND T.
Name of Claimant

208 343-8030
Phone Number

1424 WEST FRANKLIN ST
Mailing Address

BOISE
City

ID
State

83702
Zip

ELMORE
County(s) where place of use is located

12/07/89
Date claim originally due

A02-02018, A02-07057, A02-07280, & A61-10265
Identify water right(s) for which extension is requested

State why an extension of time is requested explaining how a diligent effort has been made to meet the deadline:

CLAIMANT HAS COMPLETED THE FORMALITIES OF EXECUTING & NOTARIZING, THESE CLAIMS ON THE ABOVE DATE. HOWEVER, HE WILL NOT HAVE AVAILABLE TO HIM THE NECESSARY FUNDS (APPROX \$575.00) TO COMPLETE THE FILING UNTIL JAN. 15, 1990. TO HAVE TO INSTIGATE A LOAN FOR THE FINANCING OF THE CLAIMS AT THIS TIME WOULD WORK AN UNDOVE HARDSHIP THE CLAIMANT FEELS.

Claimant requests an extension to

JANUARY 15

1990

Rowland T Zior
Signature

11-7

Date of request

1989

owner
Title

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

The above request for extension of time is hereby [☐ granted] [☒ denied] for the following reasons:

Fees are required to provide funding for State's adjudication effort which is shared by all claimants. Late fees make burden be shared disproportionately. A showing that diligent effort could not raise the money needed for the fees would be reconsidered.

Signed this 27 day of November

1989

Director or his designated agent

DAVID B. SHAW

Mail to: Idaho Department of Water Resources
1301 N. Orchard St.
Boise, ID 83706

Form 42-1409(10)-1
5/89

Date Received _____

State of Idaho
Department of Water Resources
REQUEST FOR EXTENSION OF TIME
TO FILE ADJUDICATION CLAIM(S)

The Idaho Department of Water Resources will consider this form as a request by the claimant for an additional period of time in which to file claim(s) beyond the 90 days allowed by Section 42-1409(10), Idaho Code.

ZIOR, ROWLAND T.
 Name of Claimant

(208) 343-8030
 Phone Number

1424 WEST FRANKLIN ST
 Mailing Address

Boise
 City

ID
 State

83702
 Zip

ELMORE
 County(s) where place of use is located

12/07/89
 Date claim originally due

A02-02018 A02-07057 A02-07280, & A4-10265
 Identify water right(s) for which extension is requested

State why an extension of time is requested explaining how a diligent effort has been made to meet the deadline:

MY CLAIM WILL BE SOLD IN MARCH 1990.
CLAIMANT HAS COMPLETED THE FORMALITIES OF EXECUTING NOTARIZING
THESE CLAIMS ON 12/07/89 AS STATED ON THE PREVIOUS APPLICATION
FOR EXTENSION OF TIME. CLAIMANT HAS BEEN INVOLVED IN CONTINUOUS
EFFORT TO RAISE MONEY FOR THE FEES AS DOCUMENTED BY THE ATTACHED
WHICH ARE BEING SUBMITTED FOR RECONSIDERATION OF THE DENIAL.

Claimant requests an extension to april 1 19 90
Rowland T Zior 2-27 19 90
 Signature Date of request

owner
 Title

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

The above request for extension of time is hereby [] granted [☒] denied for the following reasons:

See prior request.

and if granted the filing deadline is extended to _____ 19 90

Signed this 11 day of March 19 90

DAVID B. SHAW
 Director or his designated agent

Mail to: Idaho Department of Water Resources
 1301 N. Orchard St.
 Boise, ID 83706

State of Idaho
Department of Water Resources
REQUEST FOR EXTENSION OF TIME
TO FILE ADJUDICATION CLAIM(S)

The Idaho Department of Water Resources will consider this form as a request by the claimant for an additional period of time in which to file claim(s) beyond the 90 days allowed by Section 42-1409(10), Idaho Code.

Rowland T. Zior 208 0343-8030
Name of Claimant Phone Number
PO Box 3572 BOISE ID 83703
Mailing Address City State Zip
ELMORE 12-7-89
County(s) where place of use is located Date claim originally due
A02-02018, A02-07057, A02-07280 & A61-10265
Identify water right(s) for which extension is requested

State why an extension of time is requested explaining how a diligent effort has been made to meet the deadline:

CLAIMANT 1ST CAME IN 11-7-89 TO FILE. AT THAT TIME
THE FARM WAS IDLE & CLAIMANT WAS NEGOTIATING A LEASE
AGREEMENT. FUNDS WERE TO BE AVAILABLE IF LEASE AGREEMENT
WENT THROUGH. LEASE AGREEMENT FINALIZED END
OF APRIL, 1990 & CLAIMANT PAID FEES MAY, 1990. SEE ATTACH LETTER

Claimant requests an extension to AVOID PAYMENT OF LATE FEES, 19 _____

R.T. Zior 6-15, 19 92
Signature Date of request

Title

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

The above request for extension of time is hereby [_____] granted] [_____] denied] for the following reasons:

and if granted the filing deadline is extended to _____, 19 _____

Signed this _____ day of _____, 19 _____

Director or his designated agent

Mail to: Idaho Department of Water Resources
1301 N. Orchard St.
Boise, ID 83706

State of Idaho
Department of Water Resources

RECEIVED

DEC 30 1985

ASSIGNMENT OF PERMIT

Department of Water Resources

We, Gene L. and Patricia M. Morrison hereby assign to USDA, Farmers Home Administration
of 2180 American Legion Blvd., Mountain Home, Idaho 83647
Address

CHECK ONE



All my right, title, and interest in and to Permit No. 02-7280
to appropriate the public waters of the State of Idaho.



The following described portion of my right, title, and interest in and to Permit
No. _____ to appropriate the public waters of the State of Idaho.

(Describe that portion of the permit being assigned by listing the acreage within
each 40 acre subdivision, the point of diversion and the amount of water in cubic
feet per second for direct diversion, or acre feet for storage)

Made this 24th day of December, 19 85.

Gene L. Morrison
Permit Holder Gene L. Morrison

Patricia M. Morrison
Spouse of Permit Holder Patricia M. Morrison

State of Idaho)
County of Elmore) ss.

On this 24th day of December, 19 85, personally
appeared before me the signer(s) of the above instrument, who duly acknowledged to me
that he (she) (they) executed the same.

Yvonne M. Clapier
Yvonne M. Clapier
Notary Public residing at
Mountain Home, Idaho

My commission expires:
12-01-91

ok

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 ~~ORANGE BASIN~~
BORDER.

**NOTICE OF CLAIM
TO A
WATER RIGHT**

02-7280	I.D. No.	Map No.
\$ 10.00	Fee Paid	19450
		Receipt No.

Notice is hereby given that Gene L. &/or Patricia Morrison
U.S. Dept. of Agri.
Farmers Home Administration
Box 373, King Hill, ID 83633
(Name of Claimant)

Telephone No. 366-2262

(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) 2/27/1979 ✓
- (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 3.2 cfs ~~1.99~~ Use Irrigation ✓ Period of Use From 4/1 ✓ To 10/15 ✓
(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) 2.16 3.2 cfs ~~1.99~~ TOTAL QUANTITY CLAIMED.
(CFS, GPD, AF)
- (5) A) Point of Diversion: Give location of point where water is diverted from its source NW ✓ SE ✓ 42 %
Sec. 22 ✓, Twp. 5S ✓, Rge. 10E ✓, B.M., Elmore County
Additional Points: SW 1/4, Sec. 22, Twp. 5S, Rge. 10E, B.M. SE 1 2720 (11) 541.9
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. _____
1-100 HP pump and 1-200 HP pump thru 16 inch penstock.
- (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	
5S	10E	15													20	20	40	40	120
		22	40	40	40	40				20	20				40	20			300
							L.4											36	
		23					40												40
		23																	9
		15													24		39	36	99

Total no. of acres 460 ~~47~~
108

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 (SR MSF)

- (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

KEYPUNCHED

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 _____

NA RIVER FROM BASE OF MILNER
DAM TO OREGON DRAINAGE BASIN:
BORDER.

NOTICE OF CLAIM TO A WATER RIGHT

02-7280 I.D. No.	Map No.
\$ 12.00 Fee Paid	19450 Receipt No.

Notice is hereby given that Gene L. &/or Patricia Morrison
(Name of Claimant)

Box 373, King Hill, ID 83633

(Mailing Address)

(Zip Code)

Telephone No. 366-2262

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) 2/27/1979
- (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>3.2 cfs</u>
(CFS, GPD, AF) | Use <u>Irrigation</u>
(Domestic, irrigation, stock, etc.) | Period of Use From <u>4/1</u> To <u>10/15</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) 3.2 cfs TOTAL QUANTITY CLAIMED.
(CFS, GPD, AF)
- (5) A) Point of Diversion: Give location of point where water is diverted from its source NW $\frac{1}{4}$ SE $\frac{1}{4}$
Sec. 22, Twp. 5S, Rge. 10E, B.M., Elmore County
Additional Points: SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 22, Twp. 5S, Rge. 10E, B.M.
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.
1-100 HP pump and 1-200 HP pump thru 16 inch penstock.
- (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 $\frac{1}{4}$	
55	10E	15													20	20	40	40	120
		22	40	40	40	40	40			20	20				40	20			300
								L.4											
		23						40											40

Total no. of acres 460

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. _____

State of Idaho
Department of Water Resources

ADJUDICATION CLAIM ANALYSIS SHEET

Review by JKN

Date 10/28/82

Right No. 02-7280

Claimant Gene L. Morrison

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.

☐ 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.

☐ 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. 1979

☐ Irrigation Company/District Records. ☐ In file. Or Name & location _____

☐ Historical Books. Name(s) & location _____

☐ Interview(s). Attach conversation memorandum.

☐ Other _____

☐ _____

Field Exam Made: ☒ Yes ☐ No Date _____

☐ Adj. Report in file

☒ Beneficial Use Report in License (S.O.) File

Bough Draft file

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 02-7280 Priority February 27, 1979 Amount 2.16 cfs

THIS IS TO CERTIFY, that USDA, Farmers Home Administration
of Mountain Home, Idaho, has complied with the terms and conditions of Permit
No. 02-7280 issued pursuant to Application for Permit dated February 27, 1979,
and has submitted proof to the Department of Water Resources on March 19, 1980,
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 8.24 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
<u>Irrigation</u>	from <u>March 15</u> to <u>November 15</u>	at <u>2.16</u> cfs and	<u>540.0</u> acre feet
	from _____ to _____	at _____ cfs and	_____
	from _____ to _____	at _____ cfs and	_____

(both dates inclusive)

Subject, however, to the condition that no more than 2.16 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
540.0 acre feet per year, said waters to be diverted within the Gov. Lot 2 (NW $\frac{1}{4}$ SE $\frac{1}{4}$)
Section 22, Twp 5S, Rge 10E in the County of Elmore

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 $\frac{1}{4}$	
5S	10E	15											24				39	36	99
		23						GL4 4	GL4 5										9

Total number of acres irrigated 108

CONDITIONS OF APPROVAL

a. 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.

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

c. Any water right confirmed in this license for hydropower purposes shall be junior and subordinate to all rights to the use of water, other than hydropower, within the State of Idaho that are initiated later in time than the priority of this license and shall not give rise to any right or claim against any future rights to the use of water other than hydropower, within the State of Idaho initiated later in time than the priority of this license.

Water shall not be diverted under this right unless the flow of the Snake River exceeds established downstream minimum stream flows.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 15TH day of JULY, 19 86.

Acting for the Director 

RECEIVED
MAR 26 1986

STATE OF IDAHO
APPROVED
Licensing
APPLICATION FOR AMENDMENT OF A PERMIT

RECEIVED
MAR 12 1986

Department of Water Resources To change the point of diversion and/or the place of use Department of Water Resources

Comes now U.S. Dept. of Agri., Farmers Home Admin. Phone _____
of (address) 2180 American Legion Blvd. Mtn. Home, ID 83647 , and represents to the
Director of the Idaho Department of Water Resources:

That he is the owner and holder of Permit to appropriate the Public Waters of the State of Idaho
No. 02-7280 , and requests that the permit and permit map be changed as follows:

No change
1. Point of diversion: ¼ ¼, Section _____, Township _____, Range _____, B.M.,
County of _____. Other points of diversion: _____

2. Period and nature of use: (irrigation, domestic, stockwatering, industrial, etc.)

No change

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum)

3. Place of use or land to be irrigated:

TWP	RGE	SEC	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
5S	10E	15							GL4				24			39	36		99
		23					GL4	GL5											9

Total number of acres to be irrigated = 108

4. a. Who owns the property at the point of diversion? _____
b. Who owns the land to be irrigated or the place of use? _____
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the
applicant to make this filing: _____

CONVERSATION MEMORANDUM

DATE 9-19-85

FILE 02-7280

NAME OF PARTY Gene Morrison

EMPLOYEE D. Shaff

RE: Amendment/Assignment

Will talk to his attorney (R. Hamlin, Boise) about assigning (amending) permit for FHA which has the land now through foreclosure. He will see Hamlin the first of the week, starting 9/22. [344-8474]

Call to R. Hamlin 10-18-85

Has not met with Morrison. Plans to talk to him about it next week.

State of Idaho
Department of Water Resources

ADJUDICATION CLAIM
REPORT OF EXAMINERS

Claim No. 02-7280

1. Name of Applicant Gene L & Patricia Morrison

2. Priority 2/27/77

3. Source of Water Snake R

4. (Quantity) (Domestic, Irri., Stock Water, etc.) (Period of Use)
2.16 ~~7.99~~ cfs Use gr From 4/1 to 10/15
 _____ cfs Use _____ From _____ to _____
 _____ cfs Use _____ From _____ to _____

5. Location of Point of Diversion: SE 62 NW SE of Section 22
 Twp. 5S, Rge. 10E, County of Elmore

6. Describe Diversion Works: 1-200HP motor 1-100HP motor
flow meter

7. Describe Location of Use:

TWP	RGE	SEC	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SE $\frac{1}{4}$				SW $\frac{1}{4}$				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
5S	10E	15											39	36				24	99
													39	36					
		23						4	3										9
								44	44										

TWP. RGE. COUNTY SCALE: 1" = 1 MILE

8. Purpose other than irrigation: none

01 WATER RIGHT NUMBER - A02-7280 02 OLD (D) NUMBER -

LAST NAME

FIRST NAME

ORIG. OWNER

03001 - MORRISON
03002 - MORRISON
03003 - U.S. DEPT. OF AGRIC.

04001 - GENE L.
04002 - PATRICIA
04003 -

05001 - C
05002 - C
05003 - C

06 ADD LINE 1 - FARMERS HOME ADMN.

07 ADD LINE 2 - 2180 AMERICAN LEGION BLVD.

08 ADD LINE 3 -

09 CITY - MOUNTAIN HOME

10 STATE - ID 11 ZIP - 836470000

12 STAGE - L LICENSE

13 STATUS -

SOURCE
14001 - SNAKE RIVER

TRIBUTARY OF
15001 - COLUMBIA RIVER

16 DIVERSION MEANS - 1-100 H.P. PUMP & 1-200 H.P. PUMP THRU 16" PENSTOCK.

17 COUNTY - 39 ELMORE

18 DIVERSION CAPACITY - 8.240

19 TOTAL DIVERSION RATE - 2.160

20 TOTAL DIVERSION VOLUME - .00

21 WATER DISTRICT - 02

TRACT SEC TWN RNG DIVERSION POINTS S T R E A M I N D E X F I E L D S
RFLG

22001 - SENWSE 23001 - 22 24001 - 05S 25001 - 10E 26001 - 02 27001 - 0.0 0.0 0.0 0.0 0 0 0 541.9
28001 - 0 272.0

29 NON-IRRIGATION USE -

USE CODE / USE	TWN	RNG	PLACE OF USE	TRACT	ACRES	LOT
30001 - 01 IRRIGATION	31001 - 05S	32001 - 10E	33001 - 23	34001 - NWNW	35001 - 04	36001 - 04
30002 - 01 IRRIGATION	31002 - 05S	32002 - 10E	33002 - 23	34002 - SWNW	35002 - 05	36002 - 04
30003 - 01 IRRIGATION	31003 - 05S	32003 - 10E	33003 - 15	34003 - SESE	35003 - 24	36003 -
30004 - 01 IRRIGATION	31004 - 05S	32004 - 10E	33004 - 15	34004 - SWSE	35004 - 39	36004 -
30005 - 01 IRRIGATION	31005 - 05S	32005 - 10E	33005 - 15	34005 - SESE	35005 - 36	36005 -

TOTAL ACRES: 108

PERIOD FROM PERIOD TO USE CODE / USE WATER USE DIVERSION RATE DIVERSION VOLUME

37001 - 0315 38001 - 1115 39001 - 01 IRRIGATION 40001 - 2.160 41001 - 0.00

42 DECREE PLAINTIFF NAME - 43 DECREE DEFENDANT NAME -

REMARKS

44001 -

APPROVAL CONDITIONS: 45001 R35

46 OTHER RIGHTS FOR SAME USE -

	PRIORITY	D A T E S	L I C E N S E	F L A G S
47	PROOF DUE	27-FEB-1979	55	TRANSFER/AMENDED
48	PROOF MADE	-	56	DLE/CAREY ACT
49	PROOF MADE	-	57	FLAG_1
50	APPROVE/DENIED	-	58	FLAG_2
51	PROTESTED	-	59	FLAG_3
52	HEARING	-	60	-
53	VERIFIED	-	61	-
54	LAST UPDATE	15-OCT-1986	62	-

98/12/01
Verified *[Signature]*

Chain, Review

Capacity of Application = 8.24235

Town-ship	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 $\frac{1}{4}$						
55	10E	15																		
		22	46	40	40	38 ^{4.1}	46			44	63									
		23					64	64												
							19	5												
2-2018																				
55	10E	23					64													
		22	32																	
3-7057																				
55	10E	22	8	40	40	0	40													
2-7280	10E	15																		
		22																		

Turned

on by 38 110
6.1
33
5

24
399

85

15

24

39 36

99

9

108

3998

R10E

A328

02-7280

3
47.4

24

39

36

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5
5

01007

40

40

52

02-2018

15

19

2
25-2018

40

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07-7284

2

27

40

36

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12

02-7057

15

02-2018

49.6

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25

43.42

7

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29

42

5

15 P.D.

0 R 10 EA