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Department of Water Resources
Adjudication Bureau

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Department of Water Resources

2001 JUN -6 PM 4: 35

DISTRICT COURT-SRBA
TWIN FALLS CO, IDAHO
FILED

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

In Re SRBA	)	Subcases 35-10860 (Lehman); 35-02543 and
	)	35-04246 (Aberdeen-Springfield Canal
Case No. 39576	)	Company); 35-07353 (Duffin); and 35-07865
	)	(Deeg)
	)	ORDER SETTING HEARING

On May 1, 2001, claimant Aberdeen-Springfield Canal Company filed its *List of Potential Groundwater Users Who Are Also Aberdeen-Springfield Canal Company Shareholders*. The *List* included 83 names.

On June 6, 2001, Aberdeen-Springfield filed a *Motion to Join* with an attached list of 83 names (112 entries, some with multiple claims),

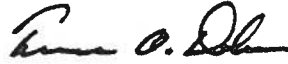
who hold shares of Aberdeen-Springfield Canal Company that are appurtenant to lands of said shareholders who have also obtained a groundwater right for the irrigation of said lands . . . and who receive a portion and, in some cases, all of their water from Aberdeen-Springfield Canal Company from the same delivery point (well) as they receive their appropriated groundwater, which project water is recaptured project water arising from the irrigation of lands under the irrigation system of Aberdeen-Springfield Canal Company under water rights held by Aberdeen-Springfield Canal Company.

The *Motion* seeks joinder so that water rights decreed to the potential named parties will include language concerning "recaptured project water" Aberdeen-Springfield Canal Company deems necessary for the definition or administration of the parties' rights.

THEREFORE, IT IS ORDERED that a hearing on the Aberdeen-Springfield Canal Company *Motion to Join* shall be held on **Friday, July 6, 2001, 3:00 p.m.**, at the SRBA

Courthouse, 253 3rd Avenue North, Twin Falls, Idaho. The *Motion* will be heard the same time as the Aberdeen-Springfield Canal Company *Motions for Leave to File Amended Objections* in subcases 35-02543 and 35-04246. Parties may participate by a single telephone conference call to the Special Master at: 208-736-3013.

DATED June 6, 2001.



TERRENCE A. DOLAN
Special Master
Snake River Basin Adjudication

CERTIFICATE OF MAILING

I certify that a true and correct copy of the *Order Setting Hearing* was mailed on June 6, 2001, with sufficient first-class postage prepaid to the following:

Director of IDWR
PO Box 83720
Boise, ID 83720-0098

U.S. Department of Justice
Environment & Natural Resources Div.
550 W Fort St., MSC 033
Boise, ID 83724

Chief, Natural Resources Div.
Office of the Attorney General
State of Idaho
PO Box 44449
Boise, ID 83711-4449

Henry R. Boomer
PO Box 70
American Falls, ID 83211-0070

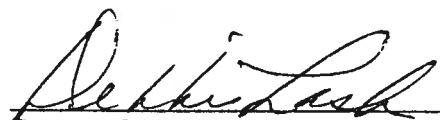
Jeffrey Fereday
Givens Pursley LLP
PO Box 2720
Boise, ID 83701

Josephine Beeman
Beeman & Hofstetter
PO Box 1427
Boise, ID 83701-1427

John K. Simpson
PO Box 2139
Boise, ID 83701-2139

Roger Ling
Ling & Robinson
PO Box 396
Rupert, ID 83350-0396

James & Karen Lehman
2912 W 200 S
Aberdeen, ID 83210


Deputy Clerk

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MAY 30 2001

Department of Water Resources

2001 MAY 29 PM 3:45

DISTRICT COURT - SRBA
TWIN FALLS, IDAHO
FILED

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

In Re SRBA) Subcases 35-02315 (Lehman), 35-02543
) (Aberdeen Springfield Canal Company),
Case No. 39576) 35-07353 (Duffin), and 35-07865 (Deeg)
)
) ORDER SETTING HEARING ON MOTION
) FOR PARTIAL SUMMARY JUDGMENT

On May 23, 2001, the State of Idaho filed a *Motion for Partial Summary Judgment* in subcases 35-02315, 35-02543, 35-07353, and 35-07865¹ concerning the claimants' objections to priority date and source.

THEREFORE, IT IS ORDERED that a hearing on the State of Idaho's *Motion* shall be held on **Wednesday, July 18, 2001, 11:00 a.m.**, at the SRBA Courthouse, 253 3rd Avenue North, Twin Falls, Idaho.

DATED May 29, 2001.



TERRENCE A. DOLAN

Special Master

Snake River Basin Adjudication

¹ Subcases 35-02315, 35-02543, 35-07353, and 35-07865 have been grouped together with subcases 35-10859 and 35-10860 (Lehman), in a *Trial Scheduling Order* issued March 23, 2001. That *Order* remains in effect.

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: ~~A35-07353B~~
Date Received: 7/7/1989
Receipt No: M003848
Received By: _____

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: RAY K. DUFFIN 208-397-4956
Address: 3182 W 2000 S
ABERDEEN ID 83210

OR

Name: CHRISTINE DUFFIN 208-397-4956
Address: 3182 W 2000 S
ABERDEEN ID 83210

2. Date of Priority: NOV 23, 1973

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
06S	31E	16	NE	NE			BINGHAM

5. Description of diverting works:
100 HP TURBINE PUMP INTO MAINLINE & SPRINKLER, DEPTH 100'

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	05/01	10/15	2.660		

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

8. Total consumptive use is 408.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NA

MICROFILMED

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06S	31E	16	NE	NE		IRR	20.0
			NW	NE		IRR	39.0
			SW	NE		IRR	39.0
			SE	NE		IRR	38.0

Section Acres 136.0

Total Acres 136.0

11. Place of use in counties: BINGHAM

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

13. Other Water Rights Used:
NONE

14. Remarks:

CLAIMS A35-07353A AND A35-07353B WERE GENERATED AS TWO CLAIMANTS LAY CLAIM TO THE SAME POU AND BASIS OF CLAIM 35-7353. CLAIMS WERE GENERATED SUCH THAT CLAIMS AND RECEIPTS WOULD MATCH UP AND ENTER THE HOST MASTER UNTIL ONE OR THE OTHER CLAIMANT AMENDED, WITH-DREW OR CONTESTED ETC. BAS.

**** ADDED TO FILE 1-21-1992 PRM ****

NAME CHANGED AS PER SALE AGREEMENT ATTACHED. FLAG FOR REVIEW.

15. Basis of Claim: LICENSE

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): Raymond K. Cuffin Date: 1-21-92

Date: _____
MICROFILMED

State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 21 day
of Jan 19 92

[Signature]
Notary Public

Seal

Residing at London, Miss
My Commission Expires 9-12-94

8-16-89

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: A35-07353
Date Received: 5/09/1989
Receipt No: X999999
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: DUAL CLAIMS DELETE 208-397-4300
Address: 2700 WEST 2100 SOUTH
ABERDEEN, ID 83231-0

2. Date of Priority: NOV 23, 1973

3. Source: GROUNDWATER DELETE Trib. to: DUAL CLAIMS

4. Point of Diversion:

Township	Range	Section	1/4	of	1/4	of	1/4	Lot	County
06S	31E	16			NE		NE		BINGHAM

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	05/01	10/15	2.660		

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

8. Total consumptive use is 476.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
06S	31E	16	NE		NE		IRR	20.0
			NW		NE		IRR	39.0
			SW		NE		IRR	39.0



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DEC 10 1992

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
06S	31E	16	SE NE		IRR	38.0
Section Acres						136.0
Total Acres						136.0

11. Place of use in counties: BINGHAM

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

13. Other Water Rights Used:

14. Remarks:

NEW OWNER SUBMITTED INFORMATION SHOWING CHANGE OF OWNERSHIP ON MAY 25, 1989. NAME AND ADDRESS UPDATED ON THAT DATE. COPY OF INFORMATION SENT TO FILES. 5-25-1989 HLHT
THE BASIS OF CLAIM AND POU ARE DUPLICATED BETWEEN CLAIMANTS AND CLAIM NUMBERS A35-07353A AND A35-07353B. THE CLAIMS WERE CREATED SUCH THAT CLAIMS AND RECIEPTS WILL ENTER THE HOST MASTER UNTIL ONE OR THE OTHER CLAIMANTS WITHDRAW THEIR CLAIM ?

15. Basis of Claim: LICENSE

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

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

Notary Public

Seal

Residing at _____

My Commission Expires _____

BY 7/5/89

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:

Ident. Number

Date Received

Receipt Number

073538
39576

A35 ~~07164~~

5/31/89

MOO 3848

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JUL - 6 1989

Department of Water Resources
Eastern District Office

NOTICE OF CLAIM
TO A
WATER RIGHT

ACQUIRED UNDER STATE LAW

RECEIVED

MAY 31 1989

Department of Water Resources
Eastern District Office

Please type or print clearly.

1. Name of Claimant (s) Ferrell & Lucille Palmer Phone (208) 397-4326

Mailing Address 2703 W 2000 S Aberdeen, Id Zip 83310

2. Date of Priority (Only one (1) per claim) November 23, 1973

3. Source of water supply (a) ground water
which is tributary to (b) _____

4. a. Location of existing point of diversion is: Township 6 to Range 31 EBM Section 16,
_____ 1/4 of _____ 1/4 of NW 1/4, Govt. Lot, _____ B.M., County of _____

Additional points of diversion if any: _____

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,
Govt. Lot _____ B.M., County of _____
ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. 100 HP Turbine Pump -
into main line then to sprinkler laterals - Depth of well 100 ft.

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DEC 10 1992

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For Irrigation purposes from 5-1 to 10-15 amount 2.66 or 476 Annual

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 2.66 (cfs) and/or (b) 476 (acre feet)

8. Total consumptive use claimed is ~~476~~ 408 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) _____

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
6S	31E	16	20	39	39	38													136

Total number of acres irrigated 136

11. In which county (ies) are lands listed above as place of use located? Bingham

12. Do you own the property listed above as place of use? Yes ☒ No ☐
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above. _____ or None ☒

14. Remarks:

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DEC 10 1992

Last Name Palmer Ident No. 518-36-3604

Copies: White -State, Yellow-Claimant

Scale: 2 inches equals 1 mile

R. 31E

[illegible]

DEC 10 1992

Last Name

Palmer

Ident No.

518-36-3604

Copies: White-State, Yellow-Claimant

15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License ☒ Permit _____

Decree _____

If applicable provide IDWR Water Right Number 35-7353

Court _____ Case Number _____ Decree Date _____

Plaintiff vs Defendant _____

16. Signature (s)

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

Number of attachments _____

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Terrell Palmer Date 5-29-89

Lucille Palmer Date 5-29-89

For Organizations: I do solemnly swear or affirm that I am _____

Title

of _____, that I have signed the foregoing

Organization

document in the space below as _____ of _____

Title

Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____

Title and Organization _____ Date _____

State of Idaho/or _____)
County of Bingham) SS.

Subscribed and sworn (or affirmed) before me this 5th day of July 19 89

SEAL

Notary Public Laron Blanner

Residing at Aberdeen

My Commission Expires 7-7-92

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, _____ will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

Last Name Palmer Ident. Number _____

MICROFILMED

DEC 10 1992

Copies White-State, Yellow-Claimant

4-28-89

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

RECEIVED
SEP 20 1989

Renumber A35-07353A
Ident. Number: ~~A35-07353~~
Date Received: 4/28/1989
Receipt No: 12865
Received By: _____

SEP 25 1989

Department of Water Resources
Western Regional Office

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

1. Name: FARM CREDIT BANK OF SPOKANE
Address: P.O. BOX 10
BLACKFOOT, ID 83221

208-785-0820

2. Date of Priority: NOV 23, 1973

3. Source: GROUNDWATER

Trib. to:

4. Point of Diversion:

Township Range Section 1/4 of 1/4 of 1/4 Lot
06S 31E 16 NE NE

RECEIVED
MAY 09 1989
NORTHERN REGION
IDWR
County
BINGHAM

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S (or)	A.F.A.
IRRIGATION	05/01	10/15	2.660	

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

A.F.A.

8. Total consumptive use is 476.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06S	31E	16	NE	NE		IRR	20.0
			NW	NE		IRR	39.0
			SW	NE		IRR	39.0
			SE	NE		IRR	38.0

Section Acres 136.0

A35-07353

Page 1

Date: 04/28/89

MICROFILMED
DEC 10 1992

10. Place of Use: Continued

Total Acres 136.0

11. Place of use in counties: BINGHAM

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

13. Other Water Rights Used:

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 _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Organizations:

I do solemnly swear or affirm that I am _____ of
_____, that I have signed the foregoing
_____, that I have signed the foregoing
document in the space below as _____ of
_____ and that the statements contained in the
_____ foregoing document are true and correct.

Signature of Authorized Agent

Title and Organization

Date

16. Signatures(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: 1

For Organizations

I do solemnly swear or affirm that I am the Senior Engineer-Appraiser of Farm Credit Bank of Spokane, that I have signed the foregoing document in the space below as Senior Engineer-Appraiser of Farm Credit Bank of Spokane and that the statements contained in the foregoing document are true and correct.

Herbert J. Sanders
(Signature of authorized Agent)

Senior Engineer-Appraiser
Farm Credit Bank of Spokane
(Title and Organization)

5/4/89
(Date)

State of WASHINGTON)
~~Idaho~~)
County of SPOKANE) SS.
~~Kootenai~~)

Subscribed and sworn (or affirmed) before me this 4th day of May, 1989

Cauld M. Byrd
Notary Public

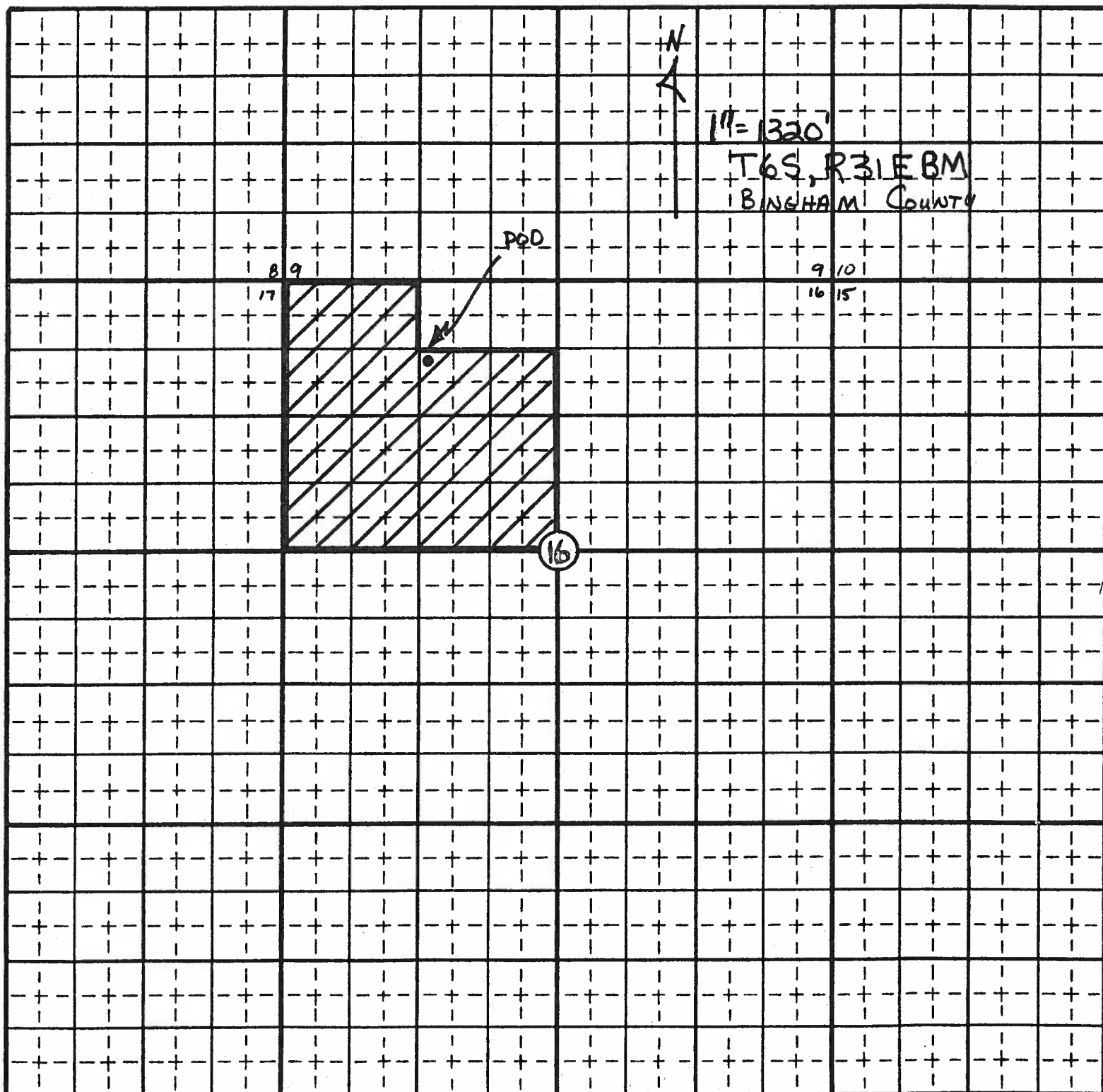
SEAL

Residing at Spokane, WA .
My Commission Expires: 8-17-89 .

MICROFILMED
DEC 10 1992

Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: $\frac{1}{4}$ inches equals 1 mile



MICROFILMED

DEC 10 1992

Last Name FARM CREDIT BANK Ident No. A35-07353
OF SPOKANE

Copies: White-State, Yellow-Claimant

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OCT 11 2000

Department of Water Resources

200 OCT 10 PM 3:45

DISTRICT COURT-SRBA
TWIN FALLS, IDAHO

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

In Re SRBA

Case No. 39576

) Subcases 35-02315, 35-10859 and 35-
) 10860 (Lehman); 35-02543 and 35-
) 04246 (Aberdeen-Springfield Canal
) Co.); **35-07353** (Duffin); and 35-07865
) (Deeg)

) ORDER CONCERNING EXPERT
) REPORTS AND ORDER SETTING
) DEADLINES

On October 10, 2000, a scheduling conference on the issue of alleged recovered groundwater under the Aberdeen-Springfield Canal Company was held by telephone. Josephine P. Beeman appeared for claimant Diane J. Deeg; Roger D. Ling appeared for claimant Aberdeen-Springfield Canal Co.; John K. Simpson appeared for objectors the Twin Falls and North Side Canal Companies; Peter J. Ampe appeared for respondent the State of Idaho; and Candice M. McHugh appeared for IDWR. Counsel agreed that because of the complexity of the issues, certain pretrial matters should be set before a trial date is considered.

THEREFORE, IT IS ORDERED that:

1. If any party, other than the Aberdeen-Springfield Canal Company, proposes to present testimony of an expert witness at trial, the party shall submit to all parties no later than **Thursday, February 15, 2001**, a written report by the expert witness. The report shall substantially comply with the requirements for expert witness reports contained in Federal Rules of Civil Procedure 26 (a) (2) (B), including:

- a. a complete statement of all opinions to be expressed and the basis and reasons therefor;
- b. the data or other information considered by the witness in forming the opinions;
- c. any exhibits to be used as a summary of or support for the opinions;
- d. the qualifications of the witness, including a list of all publications authored by the witness within the preceding ten (10) years; and
- e. a listing of any other cases in which the witness has testified as an expert at trial or by deposition within the preceding four (4) years, including administrative hearings.

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 35-7353 Priority November 23, 1973 Amount: 2.66 cfs

THIS IS TO CERTIFY that JOHN PALMER & SONS
of Aberdeen, Idaho has complied with the terms and conditions of Permit
No. 35-7353 issued pursuant to Application for Permit dated November 23, 1973
and has submitted proof to the Department of Water Resources on December 6, 1974
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 2.89 cfs of water from a groundwater source
tributary to _____ and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
Irrigation	from <u>May 1</u> to <u>October 15</u>	at <u>2.66</u> cfs and	<u>476</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 2.66 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
476 acre feet per year, said waters to be diverted within the NE1/4NE1/4, Sec. 16, Twp. 6S,
Rge. 31E, B. M. in the County of Bingham

Description and location of place of use:

Twp.	Range	Sec.	NE1/4				NW1/4				SW1/4				SE1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
<u>6S</u>	<u>31E</u>	<u>16</u>	<u>20</u>	<u>39</u>	<u>39</u>	<u>38</u>													<u>136</u>

Total number of acres irrigated 136

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

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

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 26 day of
February, 19 79


Director

MICROFILMED
DEC 10 1992

4/11/1989

SRBA CLAIMS RECEIVING CHECKLIST #2

CLAIMANT'S NAME PALMER CLAIM IDENT. NO. A35 07353
DATE RECEIVED 5/31/89 CK # _____ AMOUNT \$ _____

	YES	NO	Required Info?
1. Is the name and address complete with zip code?	<u>X</u>	_____	*
2. Is a priority date entered?	<u>X</u>	_____	*
Is the priority date acceptable in view of mandatory filing dates? <u>X</u>			
See Adjudication Memos #1 and #4 to determine if a Permit is required.			
3. (a) Is a source entered?	<u>X</u>	_____	*
(b) Is a tributary to entered? (if required)	N/A <u>X</u>	_____	_____
4. Is the legal description of the p.d. sufficient?	<u>X</u>	_____	*
5. Is there a description of the diverting works?	<u>X</u>	_____	_____
6. Are the water uses appropriate for the form? The short form is limited to domestic and stockwater uses with direct diversion. All claims that include storage or instream stockwater must use long form.	<u>X</u>	_____	*
Is the period of use included?	<u>X</u>	_____	_____
Is a quantity claimed for each use?	<u>X</u>	_____	*
7. Is a total quantity claimed entered?	<u>X</u>	_____	_____
8. If required is a consumptive use entered?	N/A <u>X</u>	_____	_____
Is the consumptive use correct?	N/A <u>X</u>	_____	_____
9. Are the non-irrigation uses listed properly? If this claim is on the short form, and more than one domestic use is listed, single ownership must be stated. If not under single ownership, see Adjudication Memo # 4.	N/A <u>X</u>	_____	*
10. Is (are) the place(s) of use and purpose(s) indicated?	<u>X</u>	_____	*
11. Is (are) the county(ies) entered?	<u>X</u>	_____	_____
12. Is the ownership of p.u. checked?	<u>X</u>	_____	_____
13. Are other water rights listed or "none" indicated?	<u>X</u>	_____	_____
14. If required, are remarks correct? (If the claimant does not own the place of use, authority for filing the claim must be explained in the remarks.)	N/A <u>X</u>	_____	_____
15. Is the basis of the claim indicated?	<u>X</u>	_____	_____
16. If the claimant requested a monthly docket sheet, is payment enclosed? (If yes, describe payment status in "Comments" below.)	N/A <u>X</u>	_____	_____
17. Is the claim signed by the claimant, and is the signature appropriate? Organizations must complete the organization block.	<u>X</u>	_____	*
18. Has the claim been signed, sealed, and dated by a notary?	<u>X</u>	_____	*
19. Was this claim filed on time, or was an extension granted?	<u>X</u>	_____	*
20. Is the fee enclosed correct?	Exempt <u>X</u>	_____	*
21. If this claim is based on an existing water right, has the identification number been entered?	N/A <u>X</u>	_____	_____
22. Should this claim be data entered?	<u>X</u>	_____	_____

Claim checked by: TO Date: 7/25/89
Claim must be returned to claimant: (Yes) X (No)
Claimant must be notified of modifications: X (Yes) (No)

Receipt Prepared by: _____ Date: _____
Claim data entered by: _____ Date: _____
Sent to claimant by: _____ Date: _____

Comments: (4) CODE NE'14 OF NE'14 (FROM LICENSE).
License already claimed by Knudsen Poor Farms, Inc.
MICROFILMED
DEC 10 1992



State of Idaho
DEPARTMENT OF WATER RESOURCES

150 Shoup Ave., Suite 15, Idaho Falls, Idaho 83402 - (208) 525-7161

EASTERN REGION

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

Date: June 5, 1989

Ferrell and Lucille Palmer
2703 W. 2000 S.
Aberdeen, ID 83210

RE: Water Right Claim Returned

Dear Mr. and Mrs. Palmer:

The Idaho Department of Water Resources (IDWR) is returning your check #702 (\$347.00) and Notices of Claim to a Water Right because of insufficient information. All items on the claim forms must be correctly completed and fees submitted before the IDWR can process the claims.

Please correct the items identified below and return the forms to the IDWR within 30 days of the date of this letter. Failure to return the corrected claim within the 30-day period may result in an assessment of an additional \$50.00 late-fee for each claim.

Domestic Notices of Claim:

- Item #2: The date water was first used must be entered. If you do not know the precise date, you must estimate the day and month, or enter the last known date, i.e. December 31, 1938.
- Items #4 and #10: The location of the well and place of use must be defined to at least the 1/4 of 1/4 Section (40-acre tract). If you do not know the precise legal description, please indicate the locations on a map.
- Item #16: Your signatures must be notarized.

Irrigation Notices of Claim:

- See attached correction sheet on each Notice of Claim.

The fee for each domestic/stock claim is \$25.00. The fee for each irrigation claim is \$50.00 plus \$1.00 per irrigated acre. The total filing fee for the corrected claims must be recalculated.

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DEC 10 1992

If you have any questions, please call Tony Olenichak, Water Rights Agent, at (208)-525-7161.

Sincerely,

Tony Olenichak

Ernest Carlsen

Ernest Carlsen
Adjudication Supervisor

Enclosure

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DEC 10 1992

RECEIPT
For Monies Paid
to the
IDAHO DEPARTMENT OF WATER RESOURCES

Receipt No: N002865

Date: 05/09/89
Time: 14:20:51

Received
From:

FARM CREDIT BK OF SPOKANE

Type of Payment	Program Acct Class	Amount
SRBA FEES	0410162 9337 6490	\$3,302.00
Total		<u>\$3,302.00</u>

CHECK 990637

WR/NO: A86-10415	A35-02269A	A35-07549	A35-07550	A35-02593
A35-02528	A35-02435	A35-02150	A35-07532	A35-02647
A35-04039	<u>A35-07353A</u>	A35-02093	A35-02107	A35-04061

Idaho Department of Water Resources

Region: NORTHERN

Signature: Bruce A. Schmitt

Copy to File
Redesignate A35-07353 w/ "A"
8/16/89

INTER-DEPARTMENT MEMO — 1

FROM Helen Harrington-Thornton

DATE 5-26-89

TO File A35-07353

SUBJECT Change of Ownership

File

The computer has been updated to reflect the new owner of lands related to the above referenced water right. Attached is legal documentation to show said change.



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DEC 10 1992
SIGNATURE

RECEIPT
For Monies Paid
to the
IDAHO DEPARTMENT OF WATER RESOURCES

Receipt No: M003848

Date: 07/07/89
Time: 10:09:47

Received

From:

PALMER, FERRELL/LUCILLE

Type of Payment

Program Acct Class

Amount

ADJUDICATION FEE

0410162 9337 6490

\$497.00

Total

\$497.00

CHECK 773

WR/NO: A35-12265 A35-12266 A35-07353B A35-07164B A35-02647

Idaho Department of Water Resources

Region: MOBILE I

Signature: Bruce A. Smith

Copy to File
Reassign to A35-07164 w/ "B"
8/16/89
BA5

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DEC 10 1992

MEMO TO SRBA CLAIM FILE NO. A35-07353

CLAIMANT'S NAME:

^{Doa!}
~~Walt~~ Delete Claim

DATE:

8/15/89

EMPLOYEE:

Schulz

RE: Claims A35-07353A and A35-07353B were created because two claimants ~~now~~ make claims to same POC i.e. NE 1/4 T6S R31E Sec 16 and "Basis of Claim" Lic # 35-7353, and such that Claim # & Rcpt # will match up and enter the Host Master until a claim is modified, withdrawn etc. DAS

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DEC 10 1992

A35-07353

proof of change of
ownership

350065

12-5-89

GREEN, SERVICE,
GASSER & KERL
ATTORNEYS AT LAW
P.O. BOX 4883
POCATELLO, IDAHO
83205-4883
(208) 232-4471



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

FARM CREDIT BANK OF SPOKANE,)
a corporation, successor by)
merger to The Federal Land)
Bank of Spokane,)

Plaintiff,)

vs.)

FERRELL PALMER and LUCILLE)
PALMER, husband and wife;)
et al.,)

Defendants.)

CASE NO. 13563

SHERIFF'S CERTIFICATE
OF SALE UNDER
FORECLOSURE

I, LeRoy R. Nelson, Sheriff of the County of Bingham, State of Idaho, do hereby certify that under and by virtue of a Decree of Foreclosure and Order of Sale entered in the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bingham, an action in which Farm Credit Bank of Spokane obtained a Decree of Foreclosure and Order of

MICROFILMED

DEC 10 1992

GREEN, SERVICE,
GASSER & KERL
ATTORNEYS AT LAW
P.O. BOX 4883
POCATELLO, IDAHO
83205-4883
(208) 232-4471

Sale against Ferrell Palmer and Lucille Palmer, husband and wife, and Nelson Palmer and Jean Palmer, husband and wife, and Ferrell Palmer, as Personal Representative of the estate of John W. Palmer, deceased, First Security Bank of Idaho, N.A., Palmer Brothers, Inc., a corporation, Ward Oil Co., Terrel Palmer, Trent Palmer, Advance Prescription Fertilizer, Chase Commercial Corporation, Myrtle Irene Palmer, Donna Welch, Karen King, Veryl King, Denise Dancliff, David Dancliff, Jackie Terry and Bill Terry; and

An Execution in Foreclosure thereunder issued to me as such Sheriff, and duly delivered to me whereby I was commanded to sell the property hereinafter described according to law, and apply the proceeds of said sale towards satisfaction of the lien of Farm Credit Bank of Spokane, which lien amounted to the sum of \$299,657.96 as of the date of sale, and the costs of recording this Certificate in the sum of \$15.00, all due and owing as of the date of sale in lawful money of the United States of America.

On the 9th day of May, 1989, at 10:00 o'clock a.m. on said day, at the front entrance of the Courthouse of Bingham County, Idaho, in Blackfoot, Idaho, I duly sold at public auction, according to law after due and legal notice, to Knudsen Poor Farms, Inc., a corporation, who made the highest and best bid therefore in the sum of

\$260,050.00, lawful money of the United States, the real estate described in said Decree of Foreclosure and Execution issued thereunder and described as follows:

GREEN, SERVICE,
GASSER & KERL
ATTORNEYS AT LAW
P.O. BOX 4883
POCATELLO, IDAHO
83205-4883
(208) 232-4471

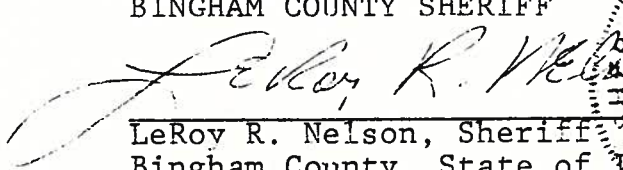
SEE EXHIBIT "A" ATTACHED HERETO
AND INCORPORATED HEREIN BY REFERENCE

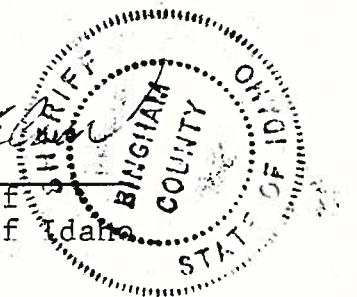
AND I DO FURTHER CERTIFY that Knudsen Poor Farms, Inc., being the purchaser of said property at said sale receipted me for the amount of said bid and after deducting accruing costs of \$15.00, left \$260,035.00 to be credited upon Farm Credit Bank of Spokane's lien identified in the Decree of Foreclosure and Order of Sale above described.

I FURTHER CERTIFY that said property is subject to redemption in lawful money of the United States of America within one (1) year from the date of said sale, pursuant to Idaho statutes in such cases made and provided.

DATED This 12 day of May, 1989.

LEROY R. NELSON
BINGHAM COUNTY SHERIFF


Leroy R. Nelson, Sheriff
Bingham County, State of Idaho

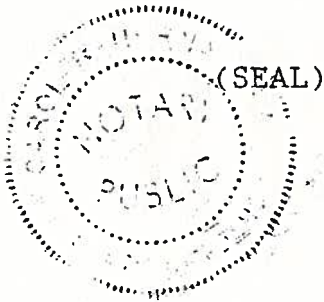


STATE OF IDAHO)
)
County of Bingham)
ss

GREEN, SERVICE,
GASSER & KERL
ATTORNEYS AT LAW
P.O. BOX 4883
POCATELLO, IDAHO
83205-4883
(208) 232-4471

On this 12th day of May, 1989, before me, the undersigned Notary Public in and for said County and State, personally appeared LEROY R. NELSON, known to me to be the Sheriff of the County of Bingham, State of Idaho, and the party who executed the foregoing instrument and he duly acknowledged to me that he executed the same as Sheriff.

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



Carol B. Hunsaker
NOTARY PUBLIC FOR IDAHO
Residing at Blackfoot, Idaho
Commission expires 3 03 93

380665

15⁰⁰ k

MAY 16 AM 10:53

AT THE OFFICE OF THE SHERIFF
Sheriff's office - Carol

SHERIFF'S CERTIFICATE OF SALE UNDER FORECLOSURE
PAGE 4
3/14/117/4

MICROFILMED
DEC 10 1992

PARCEL III:

Township 6 South, Range 31, E.B.M., Bingham County, Idaho,

Section 16: NE1/4,

EXCEPTING THEREFROM a tract of land in the NE1/4NE1/4 of Section 16, Township 6 South, Range 31, E.B.M., described as follows:

Beginning at the point on the N. line of Section 16, from which the NE corner of said section bears N 89°32' E 410 feet; thence S 0°23' E 575 feet; thence S 89°32' W 380 feet; thence N 0°23' W 575 feet, to the N. line of said Section 16; thence N 89°32' E 380 feet to the point of beginning.

ALSO EXCEPTING THEREFROM, that portion of the following, not lying within the above exception, commencing at the NE corner of Section 16, Township 6 South, Range 31 E.B.M., thence West 400 feet more or less to a hedge which is the point of beginning, thence South 160 feet, thence West 100 feet, thence North 160 feet, thence East 100 feet to the point of beginning.

PARCEL IV:

Township 6 South, Range 31, E.B.M., Bingham County, Idaho

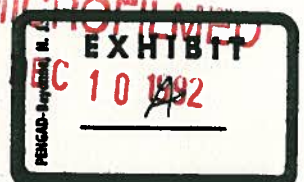
Section 16: THAT PORTION OF THE FOLLOWING: Commencing at the NE corner of Section 16, Township 6 South, Range 31 E.B.M., thence West 400 feet more or less to a hedge which is the point of beginning, thence South 160 feet, thence West 100 feet, thence North 160 feet, thence East 100 feet to the point of beginning.

NOT LYING WITHIN THE BOUNDS OF THE FOLLOWING: Beginning at the point on the N. line of Section 16, from which the NE corner of said section bears N 89°32' E 410 feet; thence S 0°23' E 575 feet; thence S 89°32' W 380 feet; thence N 0°23' W 575 feet, to the N. line of said Section 16; thence N 89°32' E 380 feet to the point of beginning.

Together with a 100 HP 1800 RPM U.S. electric motor and Berkeley turbine pump, 2260 GPM and 134 TDH, 2600 feet of buried steel mainline, sizes 8 and 6-inch, and any replacements thereof, all of which are hereby declared to be appurtenant thereto.

Together with any and all tenements, hereditaments, and appurtenances thereunto belonging or used in connection therewith.

Together with all water and water rights used upon or appurtenant to said lands, and however evidenced.



POLICY OF TITLE INSURANCE

13 0031 93 000186

SECURITY UNION TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, SECURITY UNION TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of date of policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title.
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

Issued by:
AMERICAN LAND TITLE COMPANY
167 W. Bridge - P. O. Box 415
Blackfoot, ID 83221
(208) 785-4573
Fax No. (208) 785-2620

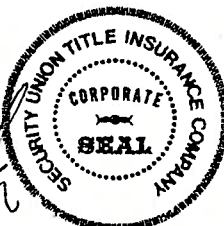
SECURITY UNION TITLE INSURANCE COMPANY

BY:

Richard M. Klevin
President

BY:

Richard M. Klevin
Secretary



[Signature]
Authorized Signature

ALTA OWNER'S POLICY (10-21-87)

MICROFILMED

DEC 10 1992

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the Insured claimant and not disclosed in writing to the Company by the Insured claimant prior to the date the Insured claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the Insured claimant had paid value for the estate or interest Insured by this policy.

MICROFILMED
DEC 10 1992

SCHEDULE A

OFFICE FILE NUMBER	POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE	PREMIUM AMOUNT
1 3-14159	2 13 0031 93 000186	3 November 21, 1990 at 2:13 p.m.	4 333,000.00 \$	5 \$

1. Name of Insured:
RAYMOND K. DUFFIN and CHRISTINE DUFFIN

2. The estate or interest in the land which is covered by this Policy is:
fee simple

3. Title to the estate or interest in the land is vested in:

RAYMOND K. DUFFIN and CHRISTINE DUFFIN, husband and wife

4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:

Mortgage from L. Keith Duffin and Louise Duffin, husband and wife; and Raymond K. Duffin and Christine Duffin, husband and wife, to Eastern Idaho Production Credit Association, to secure the payment of \$333,335.00, together with interest and any other obligations secured thereby, dated May 2, 1990, recorded November 21, 1990, as Instrument No. 394312.

and the mortgages or trust deeds, if any, shown in Schedule B hereof.

5. The land referred to in this Policy is described as follows:

PARCEL I:

Township 6 South, Range 31, E.B.M., Bingham County, Idaho,

Section 16: NE $\frac{1}{4}$,

EXCEPTING THEREFROM a tract of land in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 16, Township 6 South, Range 31, E.B.M., described as follows:

Beginning at the point on the N. line of Section 16, from which the NE corner of said Section bears N 89°32' E 410 feet; thence S 0°28' E 575 feet; thence S 89°32' W 380 feet; thence N 0°28' W 575 feet, to the N. line of said Section 16; thence N 89°32' E 380 feet to the point of beginning.

ALSO EXCEPTING THEREFROM, that portion of the following, not lying within the above exception, commencing at the NE corner of Section 16, Township 6 South, Range 31 E.B.M., thence West 400 feet more or less to a hedge which is the point of beginning, thence South 160 feet, thence West 100 feet, thence North 160 feet, thence East 100 feet to the point of beginning.

(CONTINUED)

MICROFILMED

DEC 10 1992

SCHEDULE A

Owners Form

Reorder Form No. 3089 (Rev. 1/89)

This Policy valid only if Schedule B is attached.

CONTINUATION
SCHEDULE

A page 2

3-14159

13 0031 93 000186

File Number: _____

Commitment Number: _____

PARCEL II:

Township 6 South, Range 31, E.B.M., Bingham County, Idaho

Section 16: THAT PORTION OF THE FOLLOWING: commencing at the NE corner of Section 16, Township 6 South, Range 31 E.B.M., thence West 400 feet more or less to a hedge which is the point of beginning, thence South 160 feet, thence West 100 feet, thence North 160 feet, thence East 100 feet to the point of beginning.

NOT LYING WITHIN THE BOUNDS OF THE FOLLOWING: Beginning at the point on the N. line of Section 16, from which the NE corner of said Section bears N 89°32' E 410 feet; thence S 0°28' E 575 feet; thence S 89°32' W 380 feet; thence N 0°28' W 575 feet, to the N. line of said Section 16; thence N 89°32' E 380 feet to the point of beginning.

Page _____

CONTINUATION

Commitment

Reorder Form No. 11119

MICROFILMED
DEC 10 1992

SCHEDULE B

Policy Number: 13 0031 93 000186
Owners

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

General Exceptions:

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
- (3) Easements, or claims of easements, not shown by the public records.
- (4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and 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) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
- (6) Taxes or special assessments 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.

Special Exceptions: The mortgage, if any, referred to in Item 4 of Schedule A.

1. General taxes for the year 1990, which are a lien, not yet accruing, payable on the fourth Monday in November of said year. Liability for added assessments and subsequent tax billing, if any, pursuant Idaho Code Section 63-403 and 63-203.
2. General taxes for the year 1985, in the original amount of \$235.24, Parcel #00647.00, of which the whole year is delinquent. (Parcel I & II)
3. General taxes for the year 1984, in the original amount of \$214.06, Parcel #00647.00, of which the whole year is delinquent. (Parcel I & II)
4. General taxes for the year 1983, in the original amount of \$214.62, Parcel #00647.00, of which the whole year is delinquent. (Parcel I & II)
5. Levies and assessments of the American Falls Irrigation District, and the rights, powers and easements of said District as by Law provided.
6. Levies and assessments of the Aberdeen-Springfield Irrigation District, and the rights, powers and easements of said District as by Law provided. Delinquencies appear of record.
7. Easement to Idaho Power Company, recorded October 10, 1973, in Book 15, as Instrument No. 185141, records of Bingham County Idaho. Said easement being for power line. (NE $\frac{1}{4}$, 16-6S-31)

(CONTINUED)

MICROFILMED

DEC 10 1992

SCHEDULE

B page 2

File Number:

3-14159

Commitment Number:

13 0031 93 000186

8. Easement to Idaho Power Company, recorded October 25, 1979, as Instrument No. 259089, records of Bingham County Idaho. Said easement being for power line. (NE $\frac{1}{4}$ NE $\frac{1}{4}$, 16-6S-31)
9. The effect of conditions contained in Warranty Deed, recorded April 26, 1927, Book 49, No. 176, as follows: There is hereby reserved to the American Falls Canal Securities Co. and its Assigns, a right in laterals now constructed on this land that are necessary for use in watering E $\frac{1}{2}$ NE $\frac{1}{4}$, 16-5S-31 and also a right in headgates #M46-4 and J03 and right of way for any other laterals necessary to be constructed to irrigate said E $\frac{1}{2}$ NE $\frac{1}{4}$, 16-6S-31.
10. The effect of conditions contained in Warranty Deed, recorded December 14, 1961, Book 110, No. 175, as follows: No buildings or structures, except irrigation or drainage structures will be permitted to be constructed within 20 feet of the right of way of State Highway. No billboards or other advertising signs will be permitted closer than 100 feet from the right-of-way of State Highway, excepting signs pertaining to business established on lands adjacent to the said Highway. (16-6S-31)
12. Fixture Filing from Duffin, Raymond K. and Christine, husband and wife, to Eastern Idaho Production Credit Association, as Secured Party, filed for record November 21, 1990, as Instrument No. 394313.
13. Fixture Filing from Duffin, L. Keith and Louise, husband and wife, as Debtor, to Eastern Idaho Production Credit Association, as Secured Party, filed for record November 21, 1990, as Instrument No. 394314.
14. Right, title and interest of Ferrell Palmer and Lucille Palmer as disclosed by Rental Agreement recorded November 21, 1990, as Instrument No. 394315. (covers house located on subject property in NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 16)
15. Right, title and interest of L. Keith Duffin and Louise Duffin, husband and wife, as disclosed by Real Estate Mortgage and Financing Statement, dated May 2, 1990, recorded November 21, 1990, as Instrument No. 394312 and 394314, respectively.
16. The effect of conditions contained in Rental Agreement recorded November 21, 1990, as Instrument No. 394315, as follows: (copy attached)
17. Right, title and interest of the Public in and to those portions of above described premises falling within the bounds of roads and highways.

(CONTINUED)

Page _____

CONTINUATION

Commitment

Reorder Form No. 11119

MICROFILMED

DEC 10 1992

SCHEDULE**B page 3****File Number:****3-14159****Commitment Number:****13 0031 93 000186**

18. Provisions of Section 58-604, Idaho Code, which grants over all lands belonging to the State rights-of-way for ditches, tunnels and telephone and transmission lines constructed by authority of the United States.
19. Provisions of Section 47-701, Idaho Code Annotated, reserving to the State all mineral rights in lands sold subsequent to the 8th day of May, 1923.

(END OF SCHEDULE B)**Page** _____**CONTINUATION**

Commitment

Reorder Form No. 11119

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,
(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at the issuing office or to:

Security Union Title Insurance Company
Claims Department
P.O. Box 2233
Los Angeles, California 90051

Prop Rental 11-8-90

RENTAL AGREEMENT

394315

THIS AGREEMENT, Made and entered into this 8th day of November 1990, by and between Raymond K. and Christine Duffin hereinafter called the "Landlord", and Ferrell Palmer & Lucille Palmer hereinafter called the "Tenant" (whether one or more),

WITNESSETH:

That for and in consideration of the covenants and agreements hereafter setforth, and of the rentals to be paid, the Landlord hereby rents to the Tenant and the Tenant hereby rents from the Landlord, on a month-to-month basis, the house located on the NE 1/4 NE 1/4 of section 16, Township 6 South Range 31 EBM which is south of Aberdeen, Idaho.

The Tenant understands and agrees that the monthly rental payment under this Rental Agreement will be \$275.00. The Tenant also understands and agrees that the monthly rental payment may be raised or lowered based on changes in the Tenant's income and changes in the number and age of family members living in the Tenant's household. The rental payment will not, however, be less than \$200.00 nor more than \$300.00.

The Tenant agrees to deposit the sum of \$75.00 with the Landlord as a security deposit to assure the surrender of the premises on a condition of cleanliness and good repair. The security deposit shall be refunded to the Tenant upon surrender of the house, provided the Tenant has paid all charges due the Landlord, has returned the house keys, and has left the premises and fixtures and appurtenances clean and in good repair.

Raymond K. Duffin
Christine Duffin
Landlords

Ferrell Palmer
Lucille Palmer
Tenant
BINGHAM COUNTY CLERK
BLAINE, IDAHO
DEC 3 1990

STATE OF IDAHO
COUNTY OF BINGHAM

394315

1990 NOV 21 PM 2:13

On this 8th day of November 1990, personally appeared
Raymond K. Duffin and Christine Duffin
Ferrell Palmer and Lucille Palmer

RECORDED AT THE REQUEST OF

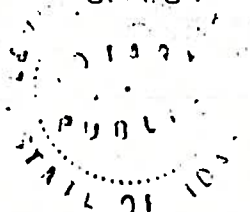
AMERICAN LAND TITLE CO., INC.

known to me to be the persons whose names are subscribed to the foregoing rental agreement.

Landon L. Barnes
Notary Public
For the State of Idaho
Residing in Aberdeen
My commission expires: 7-7-92

MICROFILMED

DEC 10 1992



November 20, 1998

**NOTICE OF ERROR
REPLY**

C.F.

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

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

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: December 18, 1998

Water right number: 35-07353

CHRISTINE DUFFIN
3182 W 2000 S
ABERDEEN ID 83210

Daytime Telephone Number:

Evening Telephone Number:

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

3. Give a brief explanation as to why you disagree with these portions:

X I AGREE with this proposed recommendation; no changes need to be made.

DATE: 12-18-98 SIGNATURE: Raymond K. Duffin
Please print your name: Ray

35-07353



500 0 500 1000 1500 Feet

T06S R31E S16

Map prepared by: Carter Fritschle
Date prepared: 07/14/98
1987-1988 NAPP photography



Water Right Number - R35-07353

Prefix Translation: RESEARCH

Old (D) Number -

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

*** C - CURRENT OWNER ***
DUFFIN

CHRISTINE

DUFFIN

RAY K

*** O - ORIGINAL OWNER ***
PALMER

LUCILLE

FARM CREDIT BANK OF SPOKANE

PALMER

FERRELL

KNUDSON POOR FARMS INC

JOHN PALMER & SONS

+ - - Priority Date - - +
11/23/1973

+ - - Region - - - +
15 EASTERN

+ - - Stage - - - +
L - LICENSE

+ - - Status - - - +

+ - - Source - - - - +
GROUNDWATER

+ - - Tributary - - - - +

+ - - - - Point of Diversion - - - - +
Twn Rng Sec Tract Lot Rflg County
06S 31E 16 SW NE NE (11) BINGHAM

CA 9-17-88
CA 11-29-93

Water right number - R35-D7353

Prefix Translation: RESEARCH

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

01	IRRIGATION	04/01	10/31	10/31	2.660	540.40
----	------------	-------	-------	-------	-------	--------

Twn	Rng	Sec	Tract	Lot	Acres	Place of Use	Code	Description	County
06S	31E	16	NE NE		17.5		D1	IRRIGATION	(11) BINGHAM
06S	31E	16	NW NE		39.6		01	IRRIGATION	(11) BINGHAM
06S	31E	16	SW NE		40.0		D1	IRRIGATION	(11) BINGHAM
06S	31E	16	SE NE		38.0		01	IRRIGATION	(11) BINGHAM

Total Acres: 135.1

- - - Diversion Means - 100 HP TURBINE PUMP INTO MAINLINE & SPRINKLER, DEPTH 100'

- - - Non-Irrigation Use -

- - - Other Rights for Same Use - NONE

- - - Remarks -
No Remarks found.

- - - Old Water Right Numbers -
A3507353A
A3507353B

- - - Conditions of Approval -
C05 - RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO
IDAHO CODE 42-1416A.
E02 - USE OF THIS RIGHT IS COMBINED WITH WATER FROM
ABERDEEN SPRINGFIELD CANAL CO.

- - - Decree Plaintiff - - - Decree Defendant - - - Decree Date - -
00/DD/0000

- - - Comments - - -

Water right number - R35-07353

Prefix Translation: RESEARCH

+ - - - - - Date: 11/26/1993 User Id: FRITSCHL Subject: COPIED FROM REMARKS
 NEW OWNER SUBMITTED INFORMATION SHOWING CHANGE OF OWNERSHIP ON
 OF INFORMATION SENT TO FILES. 5-25-1989 HLHT MAY 25, 1989. NAME AND ADDRESS UPDATED ON THAT DATE. COPY
 CLAIM NUMBERS A35-07353A AND A35-07353B. THE CLAIMS WERE CREATED THE BASIS OF CLAIM AND POU ARE DUPLICATED BETWEEN CLAIMANTS AND
 ONE OR THE OTHER CLAIMANTS WITHDRAW THEIR CLAIM ? SUCH THAT CLAIMS AND RECEIPTS WILL ENTER THE HOST MASTER UNTIL
 A35-07353A = 2.66 CFS FOR 136 AC. * A35-07353B = 2.66 CFS FOR 136 AC.
 TOTAL = 5.32 CFS FOR 272 AC. *
 35-07353 = 2.66 CFS FOR 136 AC. *
 THIS RIGHT IS OVER-CLAIMED. CLF 12-13-91 *
 * CLAIMS A35-07353A AND A35-07353B WERE GENERATED AS TWO CLAIMANTS
 LAY CLAIM TO THE SAME POU AND BASIS OF CLAIM 35-7353. CLAIMS WERE GENERATED SUCH THAT CLAIMS AND RECEIPTS WOULD MATCH UP AND ENTER
 THE HOST MASTER UNTIL ONE OR THE OTHER CLAIMANT AMENDED, WITH- DREW OR CONTESTED ETC. BAS.
 **** ADDED TO FILE 1-21-1992 PRM **** NAME CHANGED AS PER SALE AGREEMENT ATTACHED. FLAG FOR
 REVIEW.

+ - - Audit Fields - - +
 11/29/93 FRITSCHL

+ - - - - - Adjudication Rights Dates and Flags Area - - - - - +			
Court Report Filing	- 00/00/0000	Field Inspection Made	- 09/30/1993
Objection Filed Date	- 00/00/0000	Field Inspection Flag	- 11/29/1993
Response Filed Date	- 00/00/0000	Verified Date	- 01/21/1992
Claim Received Date	- 07/07/1989	Last Amended Date	- 01/21/1992
		Receipt Number	- M003848
		POU Ownership Flag	- Y
		Name Connector	- OR
		Civil Case Number	- 39576
		Old Case Number	-
		Old Judicial District	-
		Temporary Right	- P
		Water District	-
		Federal/State Indicator	- S
		Presumption Flag	- C
		Notice of Error Flag	-

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

CLAIM NUMBER: A35-07353

00-00-24
11/27/93

MR ELEMENT	FIELD EXAM Y/N	CORRESPONDENCE SENT/RECEIVED BY WHOM/DATE	FIELD EXAM BY WHOM/DATE	CHANGE CLAIM Y/N	VERIFIED BY CODE	COMPLETED REVIEW WHOM/DATE	COMPLETED DATA ENTRY WHOM/DATE	VERIFIED DATE WHOM/DATE
PRIORITY DATE			CA 9-30-93	N	6	CA 11-28-93	CA 11-29-93	CA 11-29-93
POINT OF DIV	Y			Y add 10 ac.	5+2			
SOURCE				N	5			
PLACE OF USE	Y			Y	5+2			
DIV. AMOUNT CFS/VOLUME				Y	6			
CONSUMPTIVE USE	-			Y	6			
PURPOSES				N	5			
PERIOD OF USE				Y	6			
BASIS OF CLAIM	Y			N	6			
REMARKS	Y			Y copy to comments	6			

"VERIFIED BY" CODES

TOPO MAP/ORTHO-PQ = 1
 ASCS MAP = 2
 WATERMASTER RECORDS = 3
 MAPP PHOTOS = 4
 FIELD EXAM = 5
 OTHER (SEE REMARKS) = 6

THESE CODES ARE USED TO INDICATE HOW THE FIELD EXAMINER VERIFIED THE INFORMATION
USED FOR THIS FIELD EXAMINATION. INDICATED ARE ALL CODES WHICH APPLY.

BC updated
11-29-93

PAGE: 1
GENERAL INFORMATION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

CLAIM NUMBER: A35-07353

00:00:24
11/27/93

LAST: JOHN PALMER & SONS
ADDRESS:
CITY: ABERDEEN
PHONE NUMBER: 208-000-0000
OWNER CODE: 0
FIRST:
STATE: ID ZIP: 83210

LAST: FARM CREDIT BANK OF SPOKANE
ADDRESS: P.O. BOX 10
CITY: BLACKFOOT
PHONE NUMBER: 208-785-0820
OWNER CODE: 0
FIRST:
STATE: ID ZIP: 83221

LAST: KNUDSEN POOR FARMS INC
ADDRESS: 2700 W 2100 S
CITY: ABERDEEN
PHONE NUMBER: 208-397-4300
OWNER CODE: 0
FIRST:
STATE: ID ZIP: 83210

LAST: PALMER
ADDRESS: 2703 W 2000 S
CITY: ABERDEEN
PHONE NUMBER: 208-397-4326
OWNER CODE: 0
FIRST: FERRELL
STATE: ID ZIP: 83210

LAST: PALMER
ADDRESS: 2703 W 2000 S
CITY: ABERDEEN
PHONE NUMBER: 208-397-4326
OWNER CODE: 0
FIRST: LUCILLE
STATE: ID ZIP: 83210

LAST: DUFFIN
ADDRESS: 3182 W 2000 S
CITY: ABERDEEN
OWNER CODE: 0
FIRST: RAY K
STATE: ID ZIP: 83210

PHONE NUMBER: 208-397-4956

OWNER CODE: C

LAST: DUFFIN
ADDRESS: 3182 W 2000 S
CITY: ABERDEEN
PHONE NUMBER: 208-397-4956

FIRST: CHRISTINE
STATE: ID ZIP: 83210

OWNER CODE: C

FIELD EXAM REQUIRED?

VERIFICATION REQUIRED DUE TO REMARKS?

DATABASE
Y

FIELD
EXAMINER
Y

CLAIM REMARKS:

CLAIMS A35-07353A AND A35-07353B WERE GENERATED AS TWO CLAIMANTS LAY CLAIM TO THE SAME POU AND BASIS OF CLAIM 35-7353. CLAIMS WERE GENERATED SUCH THAT CLAIMS AND RECEIPTS WOULD MATCH UP AND ENTER THE HOST MASTER UNTIL ONE OR THE OTHER CLAIMANT AMENDED, WITH-DREW OR CONTESTED ETC. BAS.
**** ADDED TO FILE 1-21-1992 PRM ****
NAME CHANGED AS PER SALE AGREEMENT ATTACHED. FLAG FOR REVIEW.

Copy to comments

FIELD EXAMINATION INFORMATION

CONTACT PERSON:

PHONE NUMBER: () -

DATE OF FIELD EXAM: 2/30/93

APPOINTMENT MADE: Y() N(X)

TIME: : A() P()

ACCOMPANIED BY: No One

PHONE NUMBER: () -

RELATIONSHIP TO CLAIMANT:

DIRECTIONS TO PROPERTY / NOTES:

A. AJ CLAIM: # A35-07353 PRIORITY DATE: 11-23-1973 STAGE: L

B. MR RECORD: # 35-07353 PRIORITY DATE: 11-23-1973 STAGE: L

C. FIELD EXAM REQUIRED? DUE TO PRIORITY DATE DISCREPANCY? (Y/N) DATABASE EXAMINER FIELD EXAMINER

ARE THERE OBVIOUS REASONS TO QUESTION THE PRIORITY DATE CLAIMED? Y() N(X)

NOTES: Claimed priority date matches license.

RECOMMENDED PRIORITY DATE:
11-23-1973

REVIEWED BY CF DATE 11-29-93

A. AJ CLAIM POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
A35-07353	06S	31E	16		NE	NE		BINGHAM

OTHER AJ CLAIMS WITH SAME AJ POD

A PREFIX
A35-07353A R35-12265
A35-07353B

WR RECORDS IN SAME 40 ACRE TRACT

NONE

SOURCE: GROUNDWATER

TRIB:

B. WR POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
35-07353	06S	31E	16		NE	NE		BINGHAM

OTHER WR RECORDS WITH SAME WR POD

AJ CLAIMS IN SAME 40 ACRE TRACT

A PREFIX R PREFIX

NONE

A35-07353A
A35-07353B
A35-11558

NONE

SOURCE: GROUNDWATER

TRIB:

C. FIELD EXAM REQUIRED?

DUE TO POD DISCREPANCY?	(Y/N)	DATABASE	FIELD EXAMINER
DUE TO SOURCE DISCREPANCY?	(Y/N)	N	<u>AY</u>

NOTES:

A.O.D. verified by field exam. 10 acre tract determined.

RECOMMENDED POINT(S) OF DIVERSION AND SOURCE:		1/4		1/4		LOT	COUNTY	DIVERSION NAME
TWP.	RGE.	SEC.	1/4	1/4	1/4			
60S	31E	14	SW	NE	NE		Bingham	
SOURCE: GROUNDWATER			TRIB:					

REVIEWED BY: CA DATE: 11-29-23

SYSTEM DESCRIPTION: well & pump, under ground mainline - sprinklers

A. ROOT WATER RIGHT NUMBERS:

A35-07353
A35-07353A

A35-07353B

R35-07353

R35-07353A

R35-07353B

B. POU LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
06S	31E	16	NE	NE		DUFFIN, RAY K	A35-07353 /20.0	35-07353 /20.0	37.0		
			NE	NE		PALMER, FERRELL	R35-12265 /	-	/		
			NE	NE		KNUDSEN POOR FARMS, INC.	A35-11558 /	-	/		
			NE	NE		KNUDSEN POOR FARMS, INC.	A35-07353A /20.0	-	/		
			NE	NE		KNUDSEN POOR FARMS INC	R35-11558 /	-	/		
			NE	NE		LARGE CLAIM	A01-0002321/20.0	-	/		
			NE	NE		LARGE CLAIM	A01-0029721/20.0	-	/		
			NE	NE		LARGE CLAIM	A35-0254321/20.0	-	/		
			NE	NE		LARGE CLAIM	A01-0206861/20.0	-	/		
			NE	NE		LARGE CLAIM	A35-0424621/20.0	-	/		
			NE	NE		LARGE CLAIM	A01-0206461/20.0	-	/		
			NE	NE		LARGE CLAIM	A01-0206861/20.0	-	/		
			NE	NE		LARGE CLAIM	A01-0206861/20.0	-	/		
			NE	NE		LARGE CLAIM	A35-07353B /20.0	-	/		
			NE	NE		DUFFIN, RAY K.	R35-07353 /20.0	-	/		
			NE	NE		DUFFIN, CHRISTINE	R35-0424625/	-	/		
			NE	NE		LARGE CLAIM					
06S	31E	16	NE	NE		DUFFIN, RAY K	A35-07353 /39.0	35-07353 /39.0	38.0		
			NW	NW		KNUDSEN POOR FARMS, INC.	A35-07353A /39.0	-	/		
			NW	NW		LARGE CLAIM	A01-0002321/40.0	-	/		
			NW	NW		LARGE CLAIM	A01-0029721/40.0	-	/		
			NW	NW		LARGE CLAIM	A35-0254321/40.0	-	/		
			NW	NW		LARGE CLAIM	A35-0424621/40.0	-	/		
			NW	NW		LARGE CLAIM	A01-0206461/40.0	-	/		
			NW	NW		LARGE CLAIM	A01-0206861/40.0	-	/		
			NW	NW		LARGE CLAIM	A01-0206861/40.0	-	/		
			NW	NW		DUFFIN, RAY K.	A35-07353B /39.0	-	/		
			NW	NW		DUFFIN, CHRISTINE	R35-07353 /39.0	-	/		
			NW	NW		LARGE CLAIM	R35-0424625/	-	/		
06S	31E	16	SW	SW		DUFFIN, RAY K	A35-07353 /39.0	35-07353 /39.0	39.0		
			SW	SW		KNUDSEN POOR FARMS, INC.	A35-07353A /39.0	-	/		
			SW	SW		LARGE CLAIM	A01-0002321/40.0	-	/		
			SW	SW		LARGE CLAIM	A01-0029721/40.0	-	/		
			SW	SW		LARGE CLAIM	A35-0254321/40.0	-	/		

39.6

17.5

40

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
06S	31E	16	SE	NE		LARGE CLAIM	A35-0424621/40.0	-	/		
			SE	NE		LARGE CLAIM	A01-0206461/40.0	-	/		
			SE	NE		LARGE CLAIM	A01-0206851/40.0	-	/		
			SE	NE		LARGE CLAIM	A01-020681/40.0	-	/		
			SE	NE		LARGE CLAIM	A35-073538 /39.0	-	/		
			SE	NE		DUFFIN, RAY K.	R35-07353 /39.0	-	/		
			SE	NE		DUFFIN, CHRISTINE	R35-0424625/	-	/		
			SE	NE		LARGE CLAIM		-	/		
			SE	NE		DUFFIN, RAY K.	A35-07353 /38.0	35-07353	/38.0	37.0	
			SE	NE		KNUDSEN POOR FARMS, INC.	A35-07353A /38.0	-	/		
			SE	NE		LARGE CLAIM	A01-0002321/40.0	-	/		
			SE	NE		LARGE CLAIM	A01-0029721/40.0	-	/		
			SE	NE		LARGE CLAIM	A35-0254321/40.0	-	/		
			SE	NE		LARGE CLAIM	A35-0424621/40.0	-	/		
			SE	NE		LARGE CLAIM	A01-0206461/40.0	-	/		
			SE	NE		LARGE CLAIM	A01-0206851/40.0	-	/		
			SE	NE		LARGE CLAIM	A01-020681/40.0	-	/		
			SE	NE		DUFFIN, RAY K.	A35-073538 /38.0	-	/		
			SE	NE		DUFFIN, CHRISTINE	R35-07353 /38.0	-	/		
			SE	NE		LARGE CLAIM	R35-0424625/	-	/		
TOTAL ACRES						A35-07353		136.00	136.00	151.00	135.1

ARE IRRIGATED ACRES FOUND IN TRACTS OTHER THAN INDICATED ABOVE, Y () N ()
IF YES SEE ATTACHED SHEET:

C. FIELD EXAM REQUIRED? _____ DATABASE EXAMINER _____
DUE TO POU DISCREPANCY? (Y/N) Y _____ POU COUNTY: BINGHAM

PRESUMPTION FLAG: C → COS

NOTES:

The section is longer than 1 mile along its north-south dimension, and it is less than 1 mile along its east-west dimension. The acres recommended match ASES photo acreage. Additional land irrigated in NE1/4 since 1987.

RECOMMENDATIONS:

TOTAL ACRES: 135.1
REVIEWED BY: CF
DATE: 11-27-93

Aberdeen-Springfield claimed P.O.U. Therefore, condition E02 should be entered. No evidence that canal water reaches

A. AJ CLAIMED USES:

PURPOSES
A35-07353 IRRIGATION

MONTH/DAY
FROM 05-01 TO 10-15

DIVERSION QUANTITY
2.660 CFS

TOTAL DIVERSION RATE/VOLUME CLAIMED

B. WR RECORDED USES:

PURPOSES
35-07353 IRRIGATION

MONTH/DAY
FROM 05-01 TO 10-15

DIVERSION QUANTITY
2.660 CFS 476.00 AF/A

TOTAL DIVERSION RATE/VOLUME CLAIMED

PRESUMPTION FLAG:

C. FIELD EXAM REQUIRED?

	DUE TO WATER-USE DISCREPANCY?	(Y/N)	DATABASE	FIELD EXAMINER
	DUE TO DIVERSION RATE DISCREPANCY?	(Y/N)	N	<u>AL</u>
	DUE TO PERIOD FROM/TO DISCREPANCY?	(Y/N)	N	<u>AL</u>

D. PERIOD OF USE:

RECOMMEND AS CLAIMED?

Y() N(X)

RECOMMEND TO WR STANDARDS OR OTHER?

Y(X) N() Explain in notes, below.

NOTES:

New Standard 4-1 to 10-31

A. DOES DIVERSION RATE CLAIMED AGREE WITH EXISTING RECORDS?

Y(☒) N(☐)

AJ TOTAL CLAIMED DIVERSION RATE: 2.660 CFS
WR ROOT RIGHT TOTAL DIVERSION RATE: 2.660 CFS

*** IF NO OR IF STATUTORY CLAIM OR BENEFICIAL USE THEN FLOW MEASUREMENT REQUIRED. ***
** If an amount smaller than the original diversion rate is **
** claimed and an exam is NOT required, explain in notes. **

FLOW MEASUREMENT REQUIRED?

DUE TO STAGE OR DIVERSION RATE DISCREPANCY? (Y/N) N FIELD DATABASE EXAMINER N

B.

MEASUREMENT METHOD NA, FLOW MEASUREMENT, SEE ATTACHED CALCULATIONS.

C. ARE OTHER WATER RIGHTS USED? Y(☐) N(☒) IF YES COMPLETE OVERLAP REVIEW.

OTHER RIGHTS LISTED IN CLAIM: NONE

LIST ALL RIGHTS WITH A SAME POU AND IRRIGATION USAGE:

CLAIM NO.	SOURCE	NAME	DIV. RATE	DIV. RATE/ACRE	DIV. VOL.	DIV. VOL./ACRE
A35-07353	GROUNDWATER	DUFFIN, RAY K	2.660	0.019		
A01-0002321	LARGE CLAIM	LARGE CLAIM	9999.990	0.420		
A01-0029721	LARGE CLAIM	LARGE CLAIM	9999.990	0.420		
A01-0206461	LARGE CLAIM	LARGE CLAIM	9999.990	0.420		
A01-0206861	LARGE CLAIM	LARGE CLAIM	9999.990	0.420		
A01-0206811	LARGE CLAIM	LARGE CLAIM	9999.990	0.420		
A35-0254321	LARGE CLAIM	LARGE CLAIM	9999.990	0.420		
A35-0424621	LARGE CLAIM	LARGE CLAIM	9999.990	0.420		
R35-0424625	LARGE CLAIM	LARGE CLAIM	9999.990	0.489		
R35-07353	GROUNDWATER	DUFFIN, CHRISTINE	2.660	0.019		
A35-07353A	GROUNDWATER	KNUDSEN POOR FARMS, INC.	2.660	0.019		
A35-07353B	GROUNDWATER	DUFFIN, RAY K.	2.660	0.019		

LIST ALL RIGHTS WITH SAME POU BUT NOT USED FOR IRRIGATION.

CLAIM NO.	PURPOSES	NAME	MONTH/DAY	RATE	VOLUME
R35-12265	STOCKWATER	PALMER, FERRELL	FROM 01-01 TO 12-31	.060 CFS	

CLAIM NO.	PURPOSES	NAME	MONTH/DAY	RATE	VOLUME
R35-12265	DOMESTIC	PALMER, FERRELL	FROM 01-01 TO 12-31	.060 CFS	
A35-11558	DOMESTIC	KNUDSEN POOR FARMS, INC.	FROM 01-01 TO 12-31	.040 CFS	
R35-11558	DOMESTIC	KNUDSEN POOR FARMS, INC.	FROM 01-01 TO 12-31	.040 CFS	

D. RATE/VOLUME CALCULATIONS: (IRRIGATION)

1a. IRRIGATION RATE
ACRES 135.1 x 0.02 CFS/ACRE = 2.702 CFS
(Taken from p/u review)

1b. CALCULATIONS

DOES AMOUNT CLAIMED EXCEED 0.02 CFS/ACRE? Y() N(☒)

2.466 < 2.702

*** IF YES ADDITIONAL WATER USE FORM FILED AND ATTACHED? Y() N() ***

2. IRRIGATION CONSUMPTIVE USE

CLAIMED CONSUMPTIVE USE = 408.0 AF/A

ACRES 135.1 x CONSUMPTIVE VOL. AF/A FOR AREA 3 =
TOTAL CONSUMPTIVE USE 405.3 AF/A

3. IRRIGATION DIVERSION VOLUME

CLAIMED DIVERSION VOLUME = AF/A

ACRES 135.1 x DIVERSION VOL. AF/A FOR AREA 4 =
TOTAL DIVERSION VOLUME 540.4 AF/A

4. CALCULATIONS FOR USES OTHER THAN IRRIGATION:

SEE ATTACHED SHEET? Y() N(☒)

NOTES: (Include limitations on CONSUMPTIVE USE for combined rights.)

RECOMMENDATIONS:

REC. PURPOSES	REC. PERIOD		REC. DIV		REC. DIV		REC. CONS. USE
	FROM	TO	RATE CFS	EXAMINER	VOL. AF/A	EXAMINER	
IRRIGATION	~~09-01~~	10 ~~4~~ 5	2.660	<u>2.66</u>	<u>540.4</u>	408.0	<u>405.3</u>
TOTAL FOR THIS RIGHT	4-1	10-31	2.660	2.66	540.4	408.0	405.3

REVIEWED BY: GA DATE: 11-29-93

Presumption flag C
Condition Code C05, E02

A. CHECK ONLY THE FOLLOWING THAT APPLY:

OWNERSHIP _____
FORFEIT/ABANDON _____
ADDITIONAL DIV. AMOUNT _____

ACCEPTED AS CLAIMED ()
()
()
()

NEEDS REVIEW ()
()
()
()

B. SPLIT WATER RIGHT REVIEW

ROOT WATER RIGHT NUMBER: 35-07353

TOTAL DIVERSION RATE OF WR SPLITS

DATABASE
2.660

EXAMINER
2.660

CFS

SPLITS:

OLD RIGHT NUMBERS	CURRENT CLAIM NUMBERS	DIVERSION RATE	CURRENT "R" CLAIM NUM.	"R" DIV. RATE	WR RIGHT NUMBERS	DIVERSION RATE
-	A35-07353	2.660	R35-07353	2.660	35-07353	2.660
A35-07353	A35-07353A	2.660	R35-07353A	2.660	35-07353	2.660
A35-07353	A35-07353B	2.660	R35-07353B	2.660	35-07353	2.660
-	R35-07353	2.660	R35-07353	2.660	35-07353	2.660

TOTAL CFS

10.640

10.640

2.660

DIVERSION RATE REVIEW

DO THE SUM CFS RATE OF THE SPLITS EQUAL THE ROOT RIGHT CFS RATE? (Y/N)
If NO, is the written review sheet attached? (Y/N)

DATABASE
N

FIELD
EXAMINER

NOTES:

AUTHENTICATION

SIGNATURE

Robert Fritschle

DATE

11-29-93

NAME OF FIELD EXAMINER

Robert Fritschle

TITLE

W.R. Supervisor

CLAIM NUMBER: A35-07353

Stage: LICENSE

BINGHAM County

MS

Other Rights: NONE

Verified Date:

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

A35-07353

9-30-93 CA

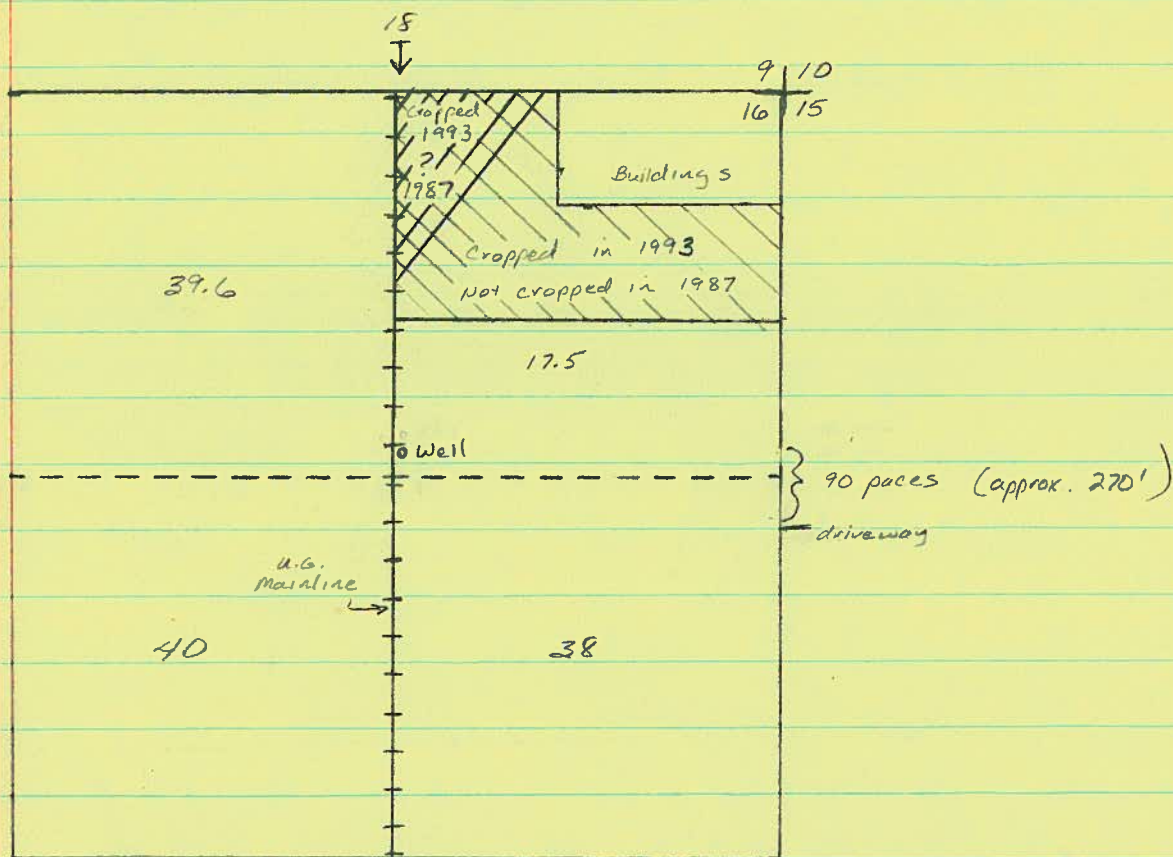
Y Lateral has been removed no canal
water available

Mainlines runs north-south 8 wheel lines
run east-west system not operating

1993 crop is wheat

well is east of mainline

#18 Looking south from 1/4 mile west of
NE corner of sec. 16 T 6S R 31E



Funk Rd. 2000S

9.10

10.1

18.1

T 25293
3025

2.2 ac
2
1987

T 2195
2191

A35-07353

39.6

3 Dry 1987
13.6 NAPA 8A 36

17.5

P.O.D.

HEL

T 65
R31E

60.0

18.8

T 25033
2599

wheat

40

38

79.6

53.3

HEL
20.7

HEL
2
40.0

T 2293
3286
ALL HEL

70.8

42387
2083

42.8

15

22

NAPP 16011-384

1987



CLF
9-30-93

Looking south from approximately 1/4 mile west
of the NE corner of Sec. 16, T6S, R31E.

A35-07353

TWS RNS SOC
6S 31E 16

1/4 1/4 1/4
NE NE NE

11-23-73 Water Right License issued to John Palmer & Sons

4-28-89 (IDWR) CLAIM TO WATER RIGHT - FARM CREDIT BANK

5-9-89 SHERIFF'S SALE OF Ferrell Palmers PROPERTY

5-9-89 (IDWR) CLAIM TO WATER RIGHT by FERRELL PALMER

5-9-89 (IDWR) CLAIM TO WATER RIGHT by KNUDSON POOR FARMS INC

5-9-89 (IDWR) DUAL CLAIMS DELETED

5-12-89 FORECLOSURE OF PALMER'S PROPERTY by FARM CREDIT BANK
PURCHASER - KNUDSON POOR FARMS INC.

7-7-89 AMENDED CLAIM TO WATER RIGHT - RAYMOND K DUFFIN

(TO FIND OUT WHO THE DUFFINS PURCHASED THE PROPERTY FROM, A
SEARCH NEEDED TO BE CONDUCTED AT THE BINGHAM COUNTY ASSESSORS
OFFICE.)

5-2-90 PURCHASE OF PROPERTY by L. Keith DUFFIN (MORTGAGE)
AND RAYMOND K. DUFFIN (SECURED PARTY)

11-8-90 RENTAL OF HOUSE TO FERRELL PALMER by R.K. DUFFIN

4-16-91 RAYMOND K. DUFFIN SOLD 3.6 ACRES TO FERRELL PALMER
(9-28-93 - INFORMATION FROM THE BINGHAM COUNTY ASSESSORS OFFICE)

Ownership changes

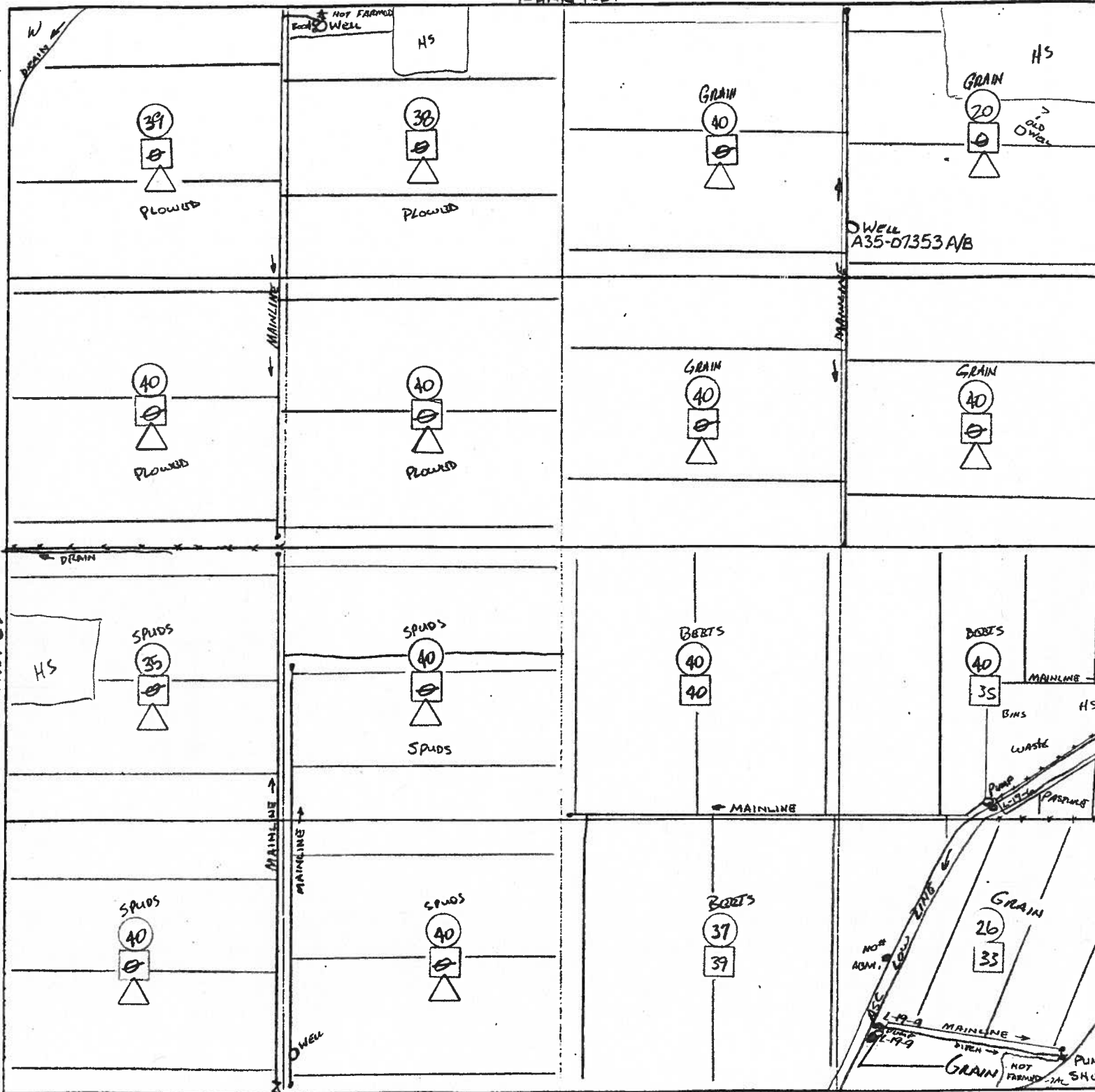
Palmer to Farm Credit Service

FCS to Knudson Poor Farms, Inc.

Knudson Poor Farms Inc to Duffin (proof is
title insurance
policy)

CLAIM NO.

RUNK RD.



SCALE: 3" = 1 MILE

HOMESTEAD RD.

T. 6S R. 31E SEC. 16

DATE 9/9/93 AGENT ASA

OQ MAP REF. AA-36

NAPP REF. _____

#719
LCO
Springer
HEL
187
9

Funk Rd.

9

#2356

46

#1212
Behrend Farms Inc.

Experiment Station Rd.

180.4

73.1

T1008

Aberdeen Hwy 39

T1009

#1495
H. Alan Funk

T2365

HEL
1-
22.6

Homestead Rd.

2-25 HEL

16

U.27

HEL
1-
87.2

17 16
20 21

WR-NUMBER	SOURCE	NE						NW						SE						SW						
		Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac			
NO MATCHES FOR THIS PCU IN AJ-POU-TEMP																										
A010002321	LARGE CLAI :	20	40	40	40	40	:	38	39	40	40	:	40	40	40	:	35	40	40	:	40	40	37	26	:	595
0100297	SNAKE RIVE :																									
A010029721	LARGE CLAI :	20	40	40	40	40	:	38	39	40	40	:	40	40	40	:	35	40	40	:	40	40	37	26	:	595
A0102064G1	LARGE CLAI :	20	40	40	40	40	:	38	39	40	40	:	40	40	40	:	35	40	40	:	40	40	37	26	:	595
A0102068G1	LARGE CLAI :	20	40	40	40	40	:	38	39	40	40	:	40	40	40	:	35	40	40	:	40	40	37	26	:	595
A0102068H1	LARGE CLAI :	20	40	40	40	40	:	38	39	40	40	:	40	40	40	:	35	40	40	:	40	40	37	26	:	595
A350254321	LARGE CLAI :	20	40	40	40	40	:	38	39	40	40	:	40	40	40	:	35	40	40	:	40	40	37	26	:	595
3502712	GROUNDWATE :							23	39	37	38	:														137
A3502712	GROUNDWATE :							23	39	37	38	:														137
A35024621	LARGE CLAI :	20	40	40	40	40	:	38	39	40	40	:	40	40	40	:	35	40	40	:	40	40	37	26	:	595
3507353	GROUNDWATE :	20	39	39	38	38	:					:														136
A3507353A	GROUNDWATE :	20	39	39	38	38	:					:														136
A3507353B	GROUNDWATE :	20	39	39	38	38	:					:														136
3507647	GROUNDWATE :																									59
A3507647	GROUNDWATE :																									59
3507894	GROUNDWATE :																									96
A3507894	GROUNDWATE :																									96
3508597	GROUNDWATE :							16																		16
3508993	GROUNDWATE :																									120
C11q-AA 36 :		37	38	39	37	37	:	39	39	40	40	:	38	37	39	:	38	37	39	:	35	39	37	37	:	607
C77Q-AA 36 :		37	39	39	37	37	:	39	40	40	40	:	39	39	39	:	39	39	39	:	34	38	37	30	:	604

State of Idaho
Department of Water Resources
WATER RIGHT LICENSE

License of Water Right No. 35-7353 Priority November 23, 1973 Amount 2.66 cfs

THIS IS TO CERTIFY, that JOHN PALMER & SONS
of Aberdeen, Idaho, has complied with the terms and conditions of Permit
No. 35-7353 issued pursuant to Application for Permit dated November 23, 1973,
and has submitted proof to the Department of Water Resources on December 6, 1974,
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 2.89 cfs of water from a groundwater source,
tributary to _____, 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>May 1</u> to <u>October 15</u>	at <u>2.66</u> cfs and	<u>476</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 2.66 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
476 acre feet per year, said waters to be diverted within the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 16, Twp. 6S,
Rge. 31E, B. M. in the County of Bingham

Description and location of place of use:

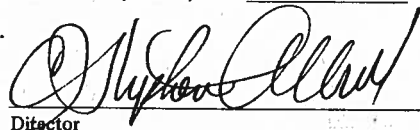
Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
6S	31E	16	20	39	39	38													136

Total number of acres irrigated 136

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

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

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 26 day of
February, 19 79.



Director

RECEIVED
DEC 14 1974

DEC 23 1974

Post office address Aberdeen, ID 83210

Department of the Treasury
Eastern District Office

Person to contact

Phone

3. Water will be used for the following purposes:

Period of Use: from May 1 to Oct. 15
(mo.-day) inclusive (mo.-day)

Period of Use: from _____ to _____
(mo.-day) inclusive (mo.-day)

Period of Use: from _____ to _____
(mo.-day) inclusive (mo.-day)

Other uses: _____

4. Total amount to be appropriated:

Max Rate of Diversion 2.66 cubic feet per second and annual volume _____ AF/Annum.

5. Location of Point(s) of Diversion:

Township 6S N/S, Range 31E E/W, B.M., Section 16, Subdivision NE ¼ NE ¼, Bingham
County

Township _____ N/S, Range _____ E/W, B.M., Section _____, Subdivision _____ $\frac{1}{4}$ _____ $\frac{1}{4}$ _____

County

Township _____ N/S, Range _____ E/W, B.M., Section _____, Subdivision _____ 1/4 _____ 1/4 _____
County _____

Other Points of Diversions: _____

Description of diverting works: 100 hp motor, 2,600' of mainline steel pipe w/45 valve openings for sprinkling, 70' deep, 60' of 14" casing.

Measuring device required: yes ☒ no ☐

6. Lands to be irrigated or place of use. (MAP ATTACHED)

[illegible]**TOTAL ACREAGE**

136

DATE OF EXAM July 11, 1975

ACREAGE
Found 136
Recommended 136

Irrigation Requirement 3.5 Ac Ft/Ac

USE
Irrigation Q = 2.66 c.f.s. V = 476 AF/Ann. from MAY 1 to OCT 15
Domestic Q = _____ c.f.s. V = _____ AF/Ann. from _____ to _____
Livestock Q = _____ c.f.s. V = _____ AF/Ann. from _____ to _____

Is water co-mingled? yes _____ no ☒

Name source: N.A.
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____
County _____

Exchange? yes _____ no ☒

Name source exchanged with: N.A.
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____
County _____

Point of injection: N.A.
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____
County _____

Point of exchange: N.A.
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____
County _____

Total Q measured 2.89 cfs Method of measurement In line Meter

Total Q recommended 2.66 cfs Meter No 73-8-169 Type McCom Condition _____

Total V recommended 476 AF/Ann

Recommended Amendments:

P.D. _____
Place of Use _____
Other _____
None ☒

MEASUREMENT CALCULATION

$$Q = 1300 \text{ gal/min} \div 448.8 = 2.89 \text{ cfs}$$

$$V = 136 \text{ Ac} \times 3.5 \text{ AF/Ac} = 476 \text{ AF/Ann}$$

SYSTEM DESCRIPTION:

U.S. MOTORS 100 Hp Ser # 83-01160
Berkley Pump Ser # 7320470

5 1/4 mi wheel laterals

REMARKS:

Examiner's Signature Bill Phares Date July 17, 1975

Checked by Ernest M. Carlson Date 10/22/76

Approved by _____ Date _____

Rge - 31E

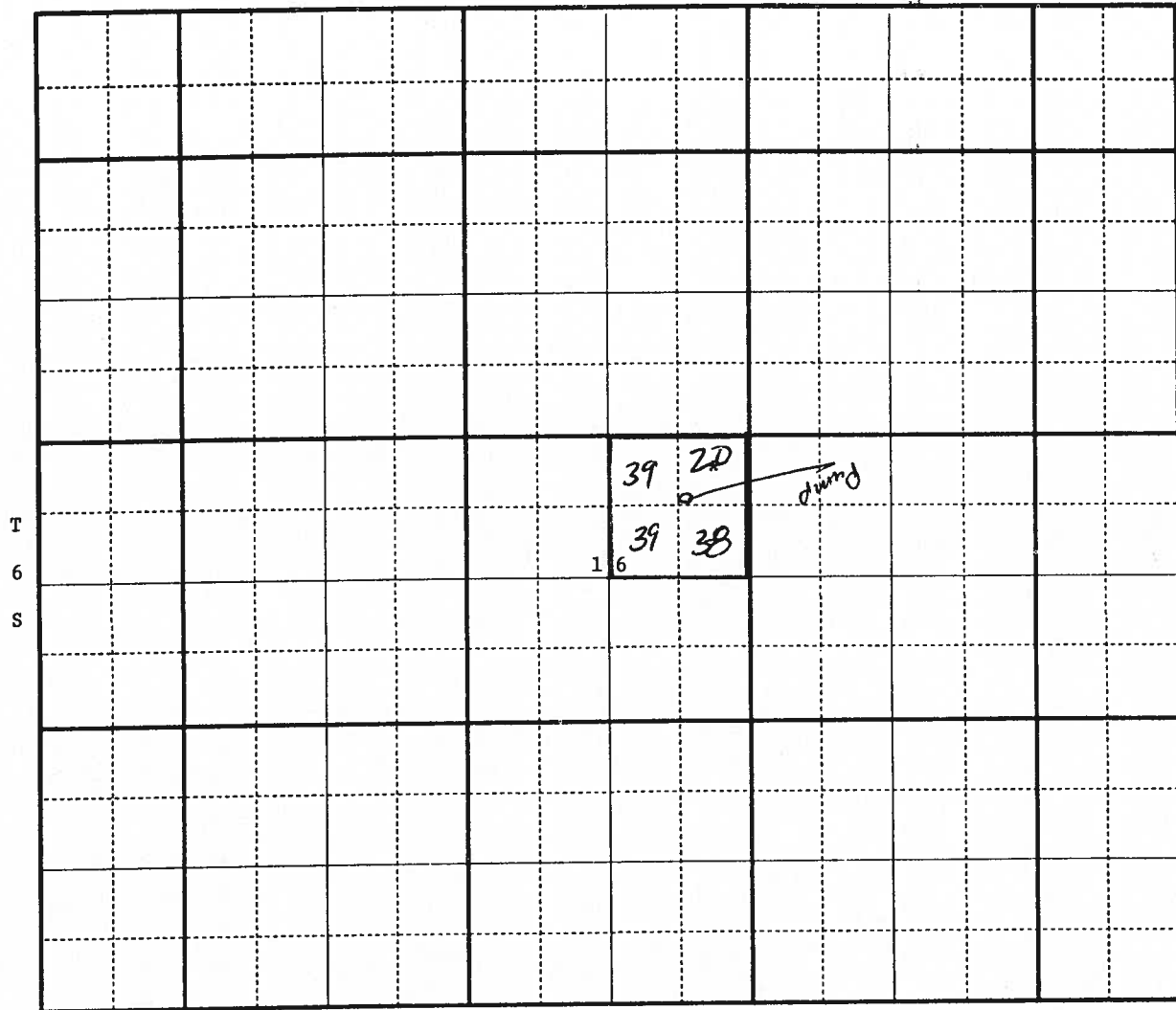
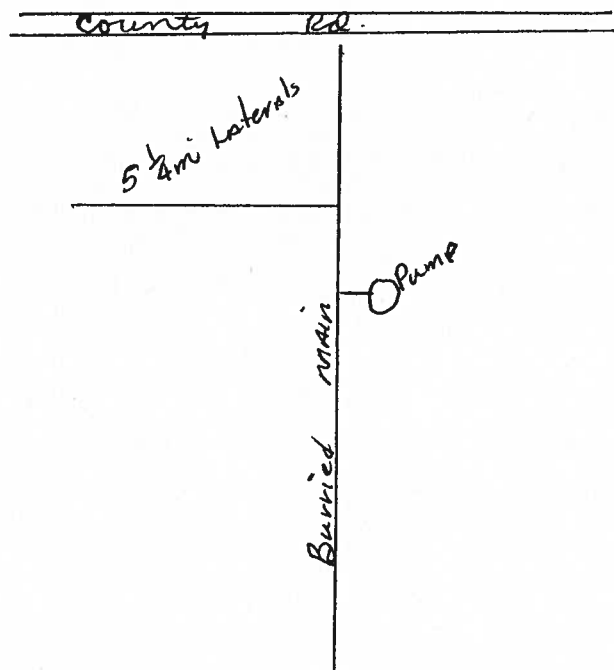
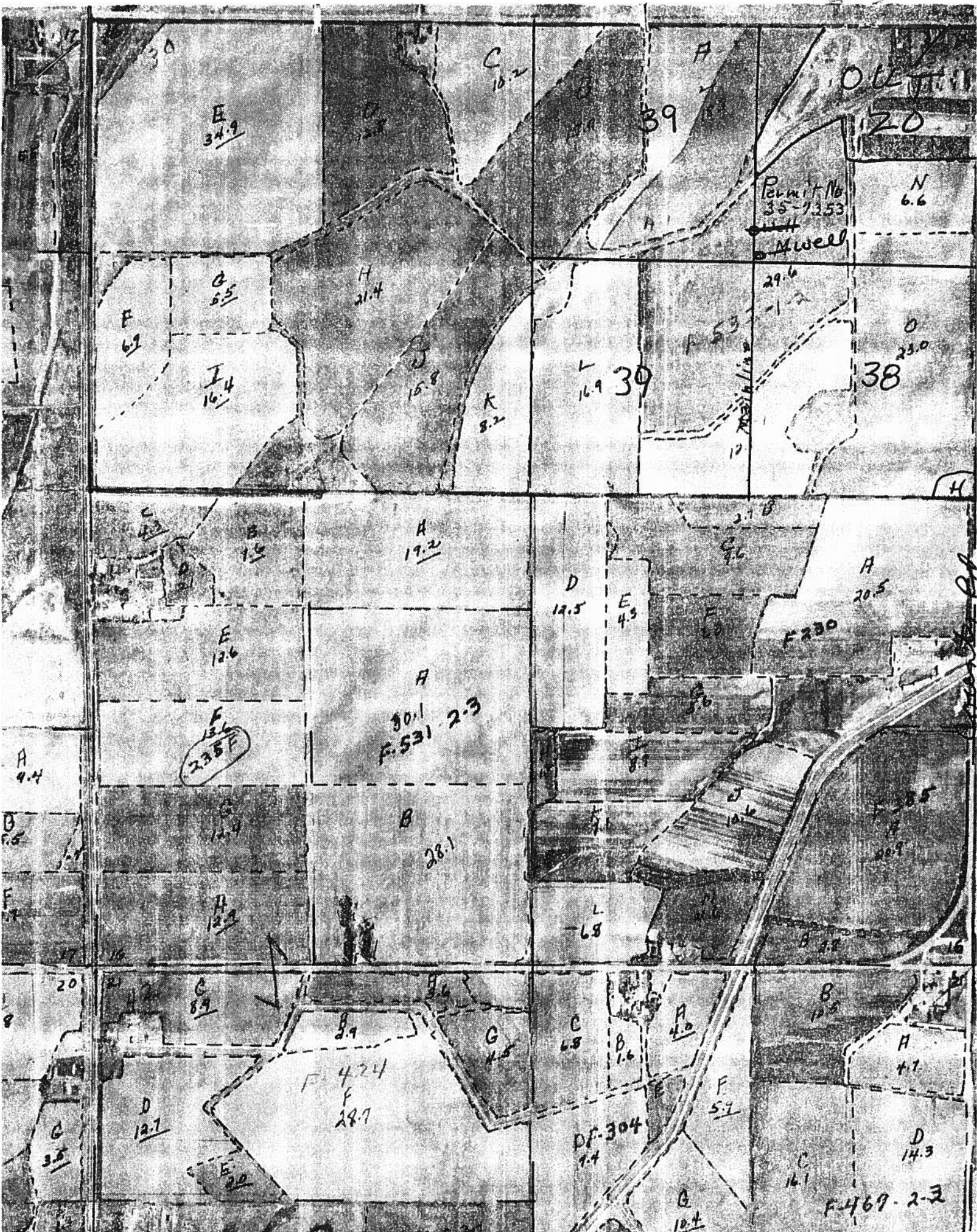


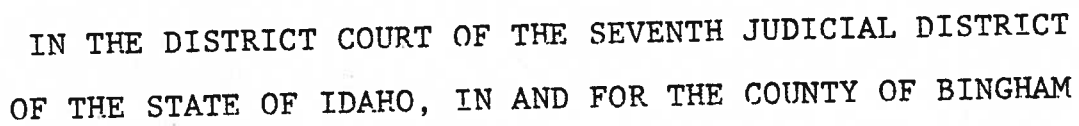
Diagram of System





proof of change of ownership

12-5-89



SHERIFF'S CERTIFICATE
OF SALE UNDER
FORECLOSURE

MICROFILMED

DEC 10 1992

GREEN, SERVICE,
GASSER & KERL
ATTORNEYS AT LAW
P.O. BOX 4883
POCATELLO, IDAHO
83205-4883
(208) 232-4471

Sale against Ferrell Palmer and Lucille Palmer, husband and wife, and Nelson Palmer and Jean Palmer, husband and wife, and Ferrell Palmer, as Personal Representative of the estate of John W. Palmer, deceased, First Security Bank of Idaho, N.A., Palmer Brothers, Inc., a corporation, Ward Oil Co., Terrel Palmer, Trent Palmer, Advance Prescription Fertilizer, Chase Commercial Corporation, Myrtle Irene Palmer, Donna Welch, Karen King, Veryl King, Denise Dancliff, David Dancliff, Jackie Terry and Bill Terry; and

An Execution in Foreclosure thereunder issued to me as such Sheriff, and duly delivered to me whereby I was commanded to sell the property hereinafter described according to law, and apply the proceeds of said sale towards satisfaction of the lien of Farm Credit Bank of Spokane, which lien amounted to the sum of \$299,657.96 as of the date of sale, and the costs of recording this Certificate in the sum of \$15.00, all due and owing as of the date of sale in lawful money of the United States of America.

On the 9th day of May, 1989, at 10:00 o'clock a.m. on said day, at the front entrance of the Courthouse of Bingham County, Idaho, in Blackfoot, Idaho, I duly sold at public auction, according to law after due and legal notice, to Knudsen Poor Farms, Inc., a corporation, who made the highest and best bid therefore in the sum of

\$260,050.00, lawful money of the United States, the real estate described in said Decree of Foreclosure and Execution issued thereunder and described as follows:

GREEN, SERVICE,
GASSER & KERL
ATTORNEYS AT LAW
P.O. BOX 4883
POCATELLO, IDAHO
83205-4883
(208) 232-4471

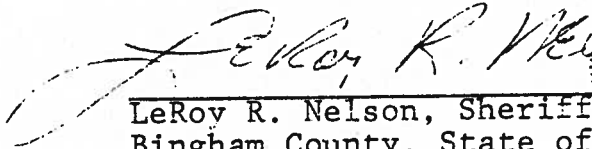
SEE EXHIBIT "A" ATTACHED HERETO
AND INCORPORATED HEREIN BY REFERENCE

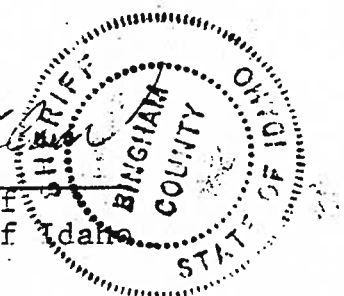
AND I DO FURTHER CERTIFY that Knudsen Poor Farms, Inc., being the purchaser of said property at said sale receipted me for the amount of said bid and after deducting accruing costs of \$15.00, left \$260,035.00 to be credited upon Farm Credit Bank of Spokane's lien identified in the Decree of Foreclosure and Order of Sale above described.

I FURTHER CERTIFY that said property is subject to redemption in lawful money of the United States of America within one (1) year from the date of said sale, pursuant to Idaho statutes in such cases made and provided.

DATED This 12 day of May, 1989.

LEROY R. NELSON
BINGHAM COUNTY SHERIFF


Leroy R. Nelson, Sheriff
Bingham County, State of Idaho

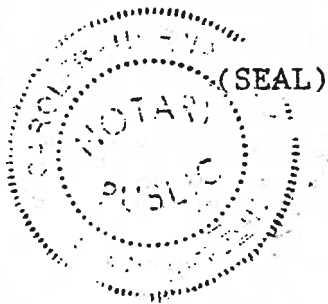


STATE OF IDAHO)
 ss
County of Bingham)

GREEN, SERVICE,
GASSER & KERL
ATTORNEYS AT LAW
P.O. BOX 4883
POCATELLO, IDAHO
83205-4883
(208) 232-4471

On this 12th day of May, 1989, before me, the undersigned Notary Public in and for said County and State, personally appeared LEROY R. NELSON, known to me to be the Sheriff of the County of Bingham, State of Idaho, and the party who executed the foregoing instrument and he duly acknowledged to me that he executed the same as Sheriff.

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



Carol B. Horvath
NOTARY PUBLIC FOR IDAHO
Residing at Blackfoot, Idaho
Commission expires 3 23 92

380685

15⁰⁰ p.

MAY 16 2010: 53

Sheriff's office - Carol

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SHERIFF'S CERTIFICATE OF SALE UNDER FORECLOSURE
PAGE 4
3/14/117/4

PARCEL III:

Township 6 South, Range 31, E.B.M., Bingham County, Idaho,

Section 16: NE1/4,

EXCEPTING THEREFROM a tract of land in the NE1/4NE1/4 of Section 16, Township 6 South, Range 31, E.B.M., described as follows:

Beginning at the point on the N. line of Section 16, from which the NE corner of said section bears N 89°32' E 410 feet; thence S 0°23' E 575 feet; thence S 89°32' W 380 feet; thence N 0°23' W 575 feet, to the N. line of said Section 16; thence N 89°32' E 380 feet to the point of beginning.

ALSO EXCEPTING THEREFROM, that portion of the following, not lying within the above exception, commencing at the NE corner of Section 16, Township 6 South, Range 31 E.B.M., thence West 400 feet more or less to a hedge which is the point of beginning, thence South 160 feet, thence West 100 feet, thence North 160 feet, thence East 100 feet to the point of beginning.

PARCEL IV:

Township 6 South, Range 31, E.B.M., Bingham County, Idaho

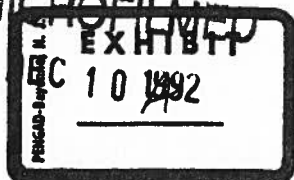
Section 16: THAT PORTION OF THE FOLLOWING: Commencing at the NE corner of Section 16, Township 6 South, Range 31 E.B.M., thence West 400 feet more or less to a hedge which is the point of beginning, thence South 160 feet, thence West 100 feet, thence North 160 feet, thence East 100 feet to the point of beginning.

NOT LYING WITHIN THE BOUNDS OF THE FOLLOWING: Beginning at the point on the N. line of Section 16, from which the NE corner of said section bears N 89°32' E 410 feet; thence S 0°23' E 575 feet; thence S 89°32' W 380 feet; thence N 0°23' W 575 feet, to the N. line of said Section 16; thence N 89°32' E 380 feet to the point of beginning.

Together with a 100 HP 1800 RPM U.S. electric motor and Berkeley turbine pump, 2260 GPM and 134 TDH, 2600 feet of buried steel mainline, sizes 8 and 6-inch, and any replacements thereof, all of which are hereby declared to be appurtenant thereto.

Together with any and all tenements, hereditaments, and appurtenances thereunto belonging or used in connection therewith.

Together with all water and water rights used upon or appurtenant to said lands, and however evidenced.



QUALITY REVIEW CHECKLIST FOR REPORT READY SRBA CLAIMS

	N/A	YES	NO	*
Does the <u>name</u> and <u>address</u> of the "owners" that will receive mail meet data entry standards? (Check the recommended right for compliance.)		☒		
Does the CVR contain information as to how the <u>priority date</u> was determined?		☒		
If the claim is based on beneficial use, is there an analysis of the <u>evidence of priority</u> submitted?	☒	☒		
Is the <u>stage code</u> correct?		☒		
Did the reviewer <u>initial</u> the recommendation of the <u>priority date</u> ?		☒		
Does the CVR contain information as to how the <u>point of diversion</u> was determined?		☒		
Did the reviewer <u>initial</u> the recommendation of the <u>point of diversion</u> , the <u>source</u> and the <u>tributary</u> ?		☒		
Does the CVR contain a <u>description of the system</u> that includes information as to how the source and/or tributary were determined?		☒		
Does the CVR contain information as to how the <u>place of use</u> and <u>number of acres</u> (for irrigation rights) were determined?		☒		
Did the reviewer <u>initial</u> the recommendation of the <u>place of use</u> ?		☒		
Does the CVR contain information as to how the <u>nature of use</u> was determined?			☒	
Does the CVR contain information as to how the <u>season of use</u> was determined?		☒		
If this right <u>overlaps</u> with other rights, was the <u>overlap review</u> completed?	☒			
Does the CVR contain information as to how the <u>diversion rate</u> was determined?		☒		
Does the CVR contain information as to how the <u>diversion volume</u> was determined?		☒		
Does the CVR contain information as to how the <u>consumptive use</u> volume was determined?		☒		
Did the reviewer <u>initial</u> the recommendation of the nature of use, the season of use, the diversion rate, the diversion volume and the consumptive use volume?		☒		
If the claim is based on a right that has <u>conditions/remarks</u> , have these conditions/remarks been considered in the recommendation?	☒			
Are all appropriate <u>conditions/remarks</u> included in the recommendation?		☒		
If remarks are included, are the remarks consistent with the " <u>standard remarks</u> " described in Adjudication Memo 32?		☒		
Was a <u>split water right/diversion rate review</u> completed?	☒			
If this claim is not being recommended, is the <u>status code</u> correct?	☒			
Does the reviewer's <u>signature</u> appear on the CVR?		☒		
Has the " <u>quicklook</u> " page been completed?		☒		
If <u>additional documents</u> were used in the investigation of this right, are <u>copies of those documents</u> included in the file, or is there a reference to the identity and location of the documents?		☒		
Does the file contain a <u>copy of the recommended right</u> ?		☒		

* See attachment for additional information or explanation.

Quality control review by EN date 3-24-94 Data entry changes by _____ date _____

POLICY OF TITLE INSURANCE

13 0031 93 000186

SECURITY UNION TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, SECURITY UNION TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of date of policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title.
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

Issued by:
AMERICAN LAND TITLE COMPANY
167 W. Bridge - P. O. Box 415
Blackfoot, ID 83221
(208) 785-4573
Fax No. (208) 785-2620

SECURITY UNION TITLE INSURANCE COMPANY

BY:

Richard M. Polla
President

BY:

Richard M. Clavin
Secretary



[Signature]
Authorized Signature

ALTA OWNER'S POLICY (10-21-87)

MICROFILMED

DEC 10 1992

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the Insured claimant and not disclosed in writing to the Company by the Insured claimant prior to the date the Insured claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the Insured claimant had paid value for the estate or interest Insured by this policy.

MICROFILMED

DEC 10 1992

SCHEDULE A

OFFICE FILE NUMBER	POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE	PREMIUM AMOUNT
1 3-14159	2 13 0031 93 000186	3 November 21, 1990 at 2:13 p.m.	4 333,000.00 \$	5 \$

1. Name of Insured:
RAYMOND K. DUFFIN and CHRISTINE DUFFIN

2. The estate or interest in the land which is covered by this Policy is:
fee simple

3. Title to the estate or interest in the land is vested in:

RAYMOND K. DUFFIN and CHRISTINE DUFFIN, husband and wife

4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:

Mortgage from L. Keith Duffin and Louise Duffin, husband and wife; and Raymond K. Duffin and Christine Duffin, husband and wife, to Eastern Idaho Production Credit Association, to secure the payment of \$333,335.00, together with interest and any other obligations secured thereby, dated May 2, 1990, recorded November 21, 1990, as Instrument No. 394312.

and the mortgages or trust deeds, if any, shown in Schedule B hereof.

5. The land referred to in this Policy is described as follows:

PARCEL I:

Township 6 South, Range 31, E.B.M., Bingham County, Idaho,
Section 16: NE $\frac{1}{4}$,

EXCEPTING THEREFROM a tract of land in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 16, Township 6 South, Range 31, E.B.M., described as follows:

Beginning at the point on the N. line of Section 16, from which the NE corner of said Section bears N 89°32' E 410 feet; thence S 0°28' E 575 feet; thence S 89°32' W 380 feet; thence N 0°28' W 575 feet, to the N. line of said Section 16; thence N 89°32' E 380 feet to the point of beginning.

ALSO EXCEPTING THEREFROM, that portion of the following, not lying within the above exception, commencing at the NE corner of Section 16, Township 6 South, Range 31 E.B.M., thence West 400 feet more or less to a hedge which is the point of beginning, thence South 160 feet, thence West 100 feet, thence North 160 feet, thence East 100 feet to the point of beginning.

(CONTINUED)

MICROFILMED
DEC 10 1992

SCHEDULE A

Owners Form

Reorder Form No. 3089 (Rev. 1/89)

This Policy valid only if Schedule B is attached.

SCHEDULE

A page 2

File Number: 3-14159

Commitment Number: 13 0031 93 000186

PARCEL II:

Township 6 South, Range 31, E.B.M., Bingham County, Idaho

Section 16: THAT PORTION OF THE FOLLOWING: commencing at the NE corner of Section 16, Township 6 South, Range 31 E.B.M., thence West 400 feet more or less to a hedge which is the point of beginning, thence South 160 feet, thence West 100 feet, thence North 160 feet, thence East 100 feet to the point of beginning.

NOT LYING WITHIN THE BOUNDS OF THE FOLLOWING: Beginning at the point on the N. line of Section 16, from which the NE corner of said Section bears N 89°32' E 410 feet; thence S 0°28' E 575 feet; thence S 89°32' W 380 feet; thence N 0°28' W 575 feet, to the N. line of said Section 16; thence N 89°32' E 380 feet to the point of beginning.

Page _____

MICROFILMED
DEC 10 1992

SCHEDULE B

Policy Number: 13 0031 93 000186

Owners

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

General Exceptions:

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
- (3) Easements, or claims of easements, not shown by the public records.
- (4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and 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) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
- (6) Taxes or special assessments 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.

Special Exceptions: The mortgage, if any, referred to in Item 4 of Schedule A.

1. General taxes for the year 1990, which are a lien, not yet accruing, payable on the fourth Monday in November of said year. Liability for added assessments and subsequent tax billing, if any, pursuant Idaho Code Section 63-403 and 63-203.
2. General taxes for the year 1985, in the original amount of \$235.24, Parcel #00647.00, of which the whole year is delinquent. (Parcel I & II)
3. General taxes for the year 1984, in the original amount of \$214.06, Parcel #00647.00, of which the whole year is delinquent. (Parcel I & II)
4. General taxes for the year 1983, in the original amount of \$214.62, Parcel #00647.00, of which the whole year is delinquent. (Parcel I & II)
5. Levies and assessments of the American Falls Irrigation District, and the rights, powers and easements of said District as by Law provided.
6. Levies and assessments of the Aberdeen-Springfield Irrigation District, and the rights, powers and easements of said District as by Law provided. Delinquencies appear of record.
7. Easement to Idaho Power Company, recorded October 10, 1973, in Book 15, as Instrument No. 185141, records of Bingham County Idaho. Said easement being for power line. (NE $\frac{1}{4}$, 16-6S-31)

(CONTINUED)

MICROFILMED

DEC 10 1992

SCHEDULE

B page 2

File Number: 3-14159

Commitment Number: 13 0031 93 000186

8. Easement to Idaho Power Company, recorded October 25, 1979, as Instrument No. 259089, records of Bingham County Idaho. Said easement being for power line. (NE $\frac{1}{4}$ NE $\frac{1}{4}$, 16-6S-31)
9. The effect of conditions contained in Warranty Deed, recorded April 26, 1927, Book 49, No. 176, as follows: There is hereby reserved to the American Falls Canal Securities Co. and its Assigns, a right in laterals now constructed on this land that are necessary for use in watering E $\frac{1}{2}$ NE $\frac{1}{4}$ 16-5S-31 and also a right in headgates #M46-4 and J03 and right of way for any other laterals necessary to be constructed to irrigate said E $\frac{1}{2}$ NE $\frac{1}{4}$ 16-6S-31.
10. The effect of conditions contained in Warranty Deed, recorded December 14, 1961, Book 110, No. 175, as follows: No buildings or structures, except irrigation or drainage structures will be permitted to be constructed within 20 feet of the right of way of State Highway. No billboards or other advertising signs will be permitted closer than 100 feet from the right-of-way of State Highway, excepting signs pertaining to business established on lands adjacent to the said Highway. (16-6S-31)
12. Fixture Filing from Duffin, Raymond K. and Christine, husband and wife, to Eastern Idaho Production Credit Association, as Secured Party, filed for record November 21, 1990, as Instrument No. 394313.
13. Fixture Filing from Duffin, L. Keith and Louise, husband and wife, as Debtor, to Eastern Idaho Production Credit Association, as Secured Party, filed for record November 21, 1990, as Instrument No. 394314.
14. Right, title and interest of Ferrell Palmer and Lucille Palmer as disclosed by Rental Agreement recorded November 21, 1990, as Instrument No. 394315. (covers house located on subject property in NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 16)
15. Right, title and interest of L. Keith Duffin and Louise Duffin, husband and wife, as disclosed by Real Estate Mortgage and Financing Statement, dated May 2, 1990, recorded November 21, 1990, as Instrument No. 394312 and 394314, respectively.
16. The effect of conditions contained in Rental Agreement recorded November 21, 1990, as Instrument No. 394315, as follows: (copy attached)
17. Right, title and interest of the Public in and to those portions of above described premises falling within the bounds of roads and highways.

(CONTINUED)

Page _____

MICROFILMED

DEC 10 1992

SCHEDULE**B page 3****File Number:** 3-14159**Commitment Number:** 13 0031 93 000186

18. Provisions of Section 58-604, Idaho Code, which grants over all lands belonging to the State rights-of-way for ditches, tunnels and telephone and transmission lines constructed by authority of the United States.
19. Provisions of Section 47-701, Idaho Code Annotated, reserving to the State all mineral rights in lands sold subsequent to the 8th day of May, 1923.

(END OF SCHEDULE B)

Page _____

CONTINUATION
Commitment

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an Insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

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Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,
(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-Insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at the issuing office or to:

Security Union Title Insurance Company
Claims Department
P.O. Box 2233
Los Angeles, California 90051

RECEIVED
DEC 10 1992

RENTAL AGREEMENT

394315

THIS AGREEMENT, Made and entered into this 8th day of November 1990, by and between Raymond K. and Christine Duffin hereinafter called the "Landlord", and Ferrell Palmer & Lucille Palmer hereinafter called the "Tenant" (whether one or more),

WITNESSETH:

That for and in consideration of the covenants and agreements hereafter setforth, and of the rentals to be paid, the Landlord hereby rents to the Tenant and the Tenant hereby rents from the Landlord, on a month-to month basis, the house located on the NE 1/4 NE 1/4 of section 16, Township 6 South Range 31 EBM which is south of Aberdeen, Idaho.

The Tenant understands and agrees that the monthly rental payment under this Rental Agreement will be \$275.00. The Tenant also understands and agrees that the monthly rental payment may be raised or lowered based on changes in the Tenant's income and changes in the number and age of family members living in the Tenant's household. The rental payment will not, however, be less than \$200.00 nor more than \$300.00.

The Tenant agrees to deposit the sum of \$75.00 with the Landlord as a security deposit to assure the surrender of the premises on a condition of cleanliness and good repair. The security deposit shall be refunded to the Tenant upon surrender of the house, provided the Tenant has paid all charges due the Landlord, has returned the house keys, and has left the premises and fixtures and appurtenances clean and in good repair.

Raymond K. Duffin
Christine Duffin
Landlords

Ferrell Palmer
Lucille Palmer
Tenant

BINGHAM COUNTY RECORDER
BLANCHETT, IDAHO
DEC 3 1990

STATE OF IDAHO
COUNTY OF BINGHAM

394315

1990 NOV 21 PM 2:13

On this 8th day of November 1990, personally appeared
Raymond K. Duffin and Christine Duffin

Ferrell Palmer and Lucille Palmer

AMERICAN LAND TITLE CO., INC.

known to me to be the persons whose names are subscribed to the foregoing rental agreement.

Lawrence A. Barnes
Notary Public

For the State of Idaho
Residing in Aberdeen
My commission expires: DEC-92 1992



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