

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 63-31944
Date Received: 2/23/1990
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

DARLENE L INGWERSON
16625 11TH AVE N EXT
NAMPA ID USA 83687

Phone: (208) 442-0626

CURTIS O INGWERSON
16625 11TH AVE N EXT
NAMPA ID USA 83687

Phone: (208) 442-0626

2. Date of Priority: 09/10/1942

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 Lot	County	Type
03N	02W	11	SE	SE	NE	CANYON	

5. Description of diverting works:

TWO WELLS, FLOWING ARTESIAN

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	0.03	

7. Total Quantity Appropriated is:
0.03 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
03N	02W	11	SE	NE	IRRIGATION	1.25
					Section Acres	1.25
					Total Acres	1.25

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:

14. Remarks:

This claim is the result of a split due to change in ownership for a portion of 63-2599. DB 6/8/2004

TWO POINTS OF DIVERSION LOCATED WITHIN THE SE1/4NE1/4, SEC. 11, TWP. 3N, RGE. 2W. PER TRANSFER #3989 APPROVED 9-11-92.

15. Basis of Claim: License

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

RECEIVED
MAR 25 2003
 WATER RESOURCES
 WESTERN REGION

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
63-2599		☒			

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

A. The appropriate **FILING FEE**. See instructions for fee amounts.

☒ B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.

C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
 PLAT OF PROPERTY or SURVEY MAP clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

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

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

Sunset Farms Inc.
90. Kenneth Tiggs
10305 Melmont Rd
Melba Id. 83641

4. New Owner/Claimant(s)

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

New Mailing Address

City, State and ZIP Code

New Telephone Number

Curtis D. Ingwersen
16625 11th Av N. EXT
808 442-0626

5. Date you acquired the property

Pampa Id Apr 1998

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JUN 10 2004

2/23/90

02/19/2003

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-2599

WATER RIGHT NUMBER: 63-2599

Owner Type

Original Owner

Name and AddressHERBERT A TIEGS
10305 MELMONT RD
MELBA, ID 83641

X Current Owner

SUNSET FARMS INC
C/O KENNETH TIEGS
10305 MELMONT RD
MELBA, ID 83641
(208) 495-2272

63-31944

Curtis Ingwerson
Darlene Ingwerson

Priority Date: 09/10/1942

Basis: License

Status: Active

Source

GROUND WATER

TributaryBeneficial Use~~DOMESTIC~~

From To

1/01 to 12/31

Diversion Rate~~0.040 CFS~~Annual Volume~~STOCKWATER~~

1/01 to 12/31

~~0.020 CFS~~

✓ IRRIGATION

3/15 to 11/15

~~1.500 CFS~~ .03Total Diversion:~~1.500 CFS~~

.03 cfs total

Location of Point(s) of Diversion

GROUND WATER

SE1/4SE1/4NE1/4

Sec. 11, Twp 03N, Rge 02W, B.M.

CANYON County

Place of Use~~DOMESTIC~~

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N	02W	11				X													

~~STOCKWATER~~

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N	02W	11				X													

IRRIGATION



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02/19/2003

Irrigation

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-2599

Twp	Rge	Sec	NE				NW				SW				SE				Totals
03N	02W	11	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	77.0
					40.0	37.0													<i>1.25</i>

Total Acres: *77**1.25 total ac*Conditions of Approval:Remarks:

- General TWO POINTS OF DIVERSION LOCATED WITHIN THE SE1/4NE1/4, SEC. 11, TWP. 3N, RGE. 2W. PER TRANSFER #3989 APPROVED 9-11-92.

Comments:Dates and Other Information:

Claim Received Date: 2/23/1990
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 State or Federal: S
 Owner Name Connector:
 Water District Number:
 Generic Max Rate Per Acre:
 Generic Max Volume Per Acre:
 Swan Falls Trust or Nontrust:
 Swan Falls Dismissed:
 DLE Act Number:
 Carey Act Number:
 Mitigation Plan: False

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JUN 10 2004

RECORDING REQUESTED BY:

HEADLANDS MORTGAGE COMPANY

WHEN RECORDED MAIL TO:

1100 LARKSPUR LANDING CIRCLE #101
LARKSPUR, CA 94939

LOAN#: 565341

[Space Above This Line For Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on FEBRUARY 9, 19 98
The grantor is CURTIS O. INGWERSON AND DARLENE L. INGWERSON, HUSBAND AND WIFE.

("Borrower").

The trustee is PIONEER TITLE COMPANY OF CANYON COUNTY

("Trustee").

The beneficiary is HEADLANDS MORTGAGE COMPANY, A CALIFORNIA CORPORATION

which is organized and existing under the laws of CALIFORNIA, and whose address is
1160 N. DUTTON AVE, #250, SANTA ROSA, CA 95401 ("Lender").

Borrower owes Lender the principal sum of

ONE HUNDRED EIGHTY THOUSAND AND NO/100

Dollars (U.S. \$ 180,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MARCH 1, 2028. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in CANYON County, Idaho:

AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE
A PART HEREOF.
APN: 7R20961012 0

which has the address of 16625 11TH AVENUE NORTH EXTENSION

[Street]

NAMPA

[City]

, Idaho

83687

[Zip Code]

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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JUN 10 2004

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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JUN 10 2004

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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JUN 10 2004

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

SCANNED

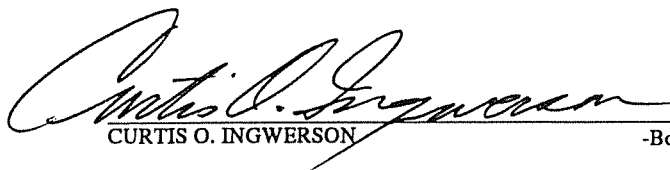
JUN 10 2004

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

.....

.....

 (Seal)
CURTIS O. INGWERSON
-Borrower

 (Seal)
DARLENE L. INGWERSON
-Borrower

_____[Space Below This Line For Acknowledgment]_____

STATE OF: IDAHO *California*
County of: CANYON *Santa Clara* }

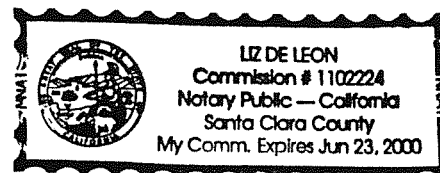
On 2-10-1998, before me, The undersigned, personally appeared
CURTIS O. INGWERSON & DARLENE L. INGWERSON,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)



SCANNED

JUN 10 2004

565341

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

23. **Substitute Trustee.** Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. **Area and Location of Property** Either the Property is not more than twenty acres in area or the Property is located within an incorporated city or village.

25. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were part of this Security Instrument. [Check applicable box(es)]

- ☐ Adjustable Rate Rider
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) [specify]

- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Rate Improvement Rider

- ☒ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Second Home Rider

SCANNED
JUN 10 2004



EXHIBIT "A"

Part of Tract 32, CORTLAND PLACE SUBDIVISION, Canyon County, Idaho, according to the plat thereof, filed in Book 1 of Plats at Page 26, records of said County, also being a portion of the Southeast Quarter of the Northeast Quarter, Section 11, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, described as follows:

Commencing at the Southeast corner of said Southeast Quarter of the Northeast Quarter (East Quarter corner), said corner monumented with a 3 inch diameter brass cap monument; thence

North 0° 00' 00" East, a distance of 511.56 feet along the Easterly boundary of said Southeast Quarter of the Northeast Quarter to the POINT OF BEGINNING, said point monumented with a one-half inch diameter iron pin; thence continuing

North 0° 00' 00" East, a distance of 165.00 feet along the Easterly boundary of said Southeast Quarter of the Northeast Quarter to a one-half inch diameter iron pin; thence

North 90° 00' 00" West, a distance of 399.69 feet to a one-half inch diameter iron pin; thence

South 43° 06' 54" East, a distance of 227.27 feet to a one-half inch diameter iron pin; thence

North 89° 47' 20" East, a distance of 244.36 feet to the POINT OF BEGINNING.

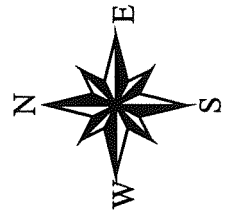
SCANNED
JUN 10 2004

Curt & Darlene Ingwerson
63-31944

(1.25 ac)

**3N 2W
S-11**

-  Section Line
-  QQ Lines
-  Tax Lot Data
-  Metes & bounds description



SCANNED

JUN 10 2004

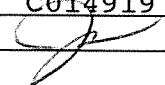
0.01 0 0.01 0.02 Miles



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: A63-02599
Date Received: 2/23/1990
Receipt No: C014919
Received By: 

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: SUNSET FARMS, INC. 208-495-2272
Address: 10305 MELMONT RD.
MELBA ID 83641

2. Date of Priority: SEP 10, 1942

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
03N	02W	11	SE	SE	NE		CANYON

5. Description of diverting works:
TWO WELLS, FLOWING ARTESIAN

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	1.500		
STOCKWATER	01/01	12/31	0.020		
DOMESTIC	01/01	12/31	0.040		

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

8. Total consumptive use is 269.5 Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC, 1 HOME; STOCKWATER, 20 CATTLE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
03N	02W	11	SW	NE		IRR	40.0
			SE	NE		IRR	37.0

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
03N	02W	11	SE	NE		DOMEST	
			SE	NE		STOCK	

Section Acres 77.0

Total Acres 77.0

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:
PIONEER IRRIGATION DISTRICT

14. Remarks:
TWO POINTS OF DIVERSION LOCATED WITHIN THE SE1/4NE1/4, SEC. 11,
TWP. 3N, RGE. 2W. PER TRANSFER #3989 APPROVED 9-11-92.

15. Basis of Claim: LICENSE

Water Right Number: 19347

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: _____

MICROFILMED

JUL 25 1994

State of Idaho)
) SS.
County of _____)

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

Notary Public

Seal

Residing at _____

My Commission Expires _____

MICROFILMED

JUL 25 1994

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 3989APPLICATION FOR TRANSFER OF WATER RIGHT **APPROVED**
PART 1Department of Water Resources
Western Regional Office
Post Office addressHerbert A. Tiegs/Sunset Farms Phone 495-2272
10305 Melmont Rd. Melba, ID 83641

A. PURPOSE OF TRANSFER

1. ☐ Change point of diversion ☒ Add diversion point(s) ☐ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe the reason for the proposed changes Additional well needed to maintain a full supply of water under existing license

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number 63-02599 Priority Sept 10, 1942 Amount (cfs/ac-ft) 1.5 Nature of Use Irrigation Period of Use 2/15 to 11/15 ASSUME
stock 1/1 to 12/31
DOM 1/1 to 12/31
2. Total amount of water being transferred 1.5 cubic feet per second and/or _____ acre-feet per annum.
3. Source of water Groundwater tributary to _____
4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		SE	NE	11	3N	2W	Canyon	Well #1, Well #2

5. Lands irrigated or place of use:

No Change

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

MICROFILMED

JUL 25 1994

PART 1

6. General Information:

a. Description of diversion system Two wells will supply water under existing license.

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? NA Yes _____ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:

N/A

d. Remarks:

Transfer to add additional well to licensed right.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. 63-02599

And said application is hereby APPROVED, subject to the following limitations and conditions:

SEE ATTACHED SHEET FOR CONDITIONS OF APPROVAL.

Witness my hand this 11th day of September, 19 92.

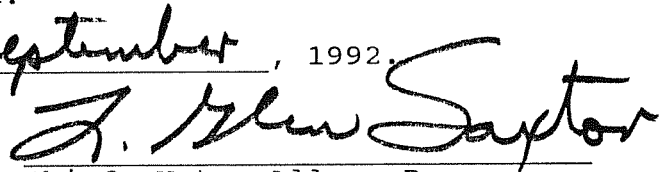
A. Glen Saxton
CHIEF, WATER ALLOC. BUREAU

NOT RECORDED
JUL 25 1994

CONDITIONS OF APPROVAL
Transfer of Water Right No. 63-02599

1. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.
2. If construction of the well under this right was not initiated prior to July 1, 1987, commencement of well construction or diversion of water under this right is prohibited unless a drilling permit is obtained from the Department.
3. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.5 afa per acre for the lands described above.

Dated this 11th day of September, 1992.


Chief, Water Alloc. Bureau

MICROFILMED

JUL 25 1994

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. 63-02599 issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice

☐ Warranty Deed

☐ Other _____

3. Source of water Groundwater tributary to _____

4. Date or priority Sept. 10, 1942

5. Water is used for the following purpose:

amount 1.5 for Irrigation purposes from _____ to _____
(cfs/ac-ft)
amount _____ for Stock purposes from _____ to _____
(cfs/ac-ft)
amount _____ for DOM purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 1.5 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
		<u>SE</u>	<u>NE</u>	<u>11</u>	<u>3N</u>	<u>2W</u>	<u>Canyon</u>	<u>Well #1</u>

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
<u>3N</u>	<u>2W</u>	<u>11</u>			<u>40</u>														<u>40</u>
<u>3N</u>	<u>2W</u>	<u>11</u>				<u>40</u>													<u>40</u>

Total acres 80

9. Describe any other water rights used for the same purpose as described above _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. A63-02599 on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice ☐ Warranty Deed ☐ Other _____

3. Source of water GROUNDWATER tributary to _____

4. Date or priority 9/10/1942

5. Water is used for the following purpose:

amount 1.5 for IRRIGATION purposes from 3/15 to 11/15
(cfs/ac-ft)
amount .02 for STOCK purposes from 1/1 to 12/31
(cfs/ac-ft)
amount .04 for DOM purposes from 1/1 to 12/31
(cfs/ac-ft)

6. Total amount of water under right 1.5 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
	<u>SE</u>	<u>SE</u>	<u>NE</u>	<u>11</u>	<u>3N</u>	<u>2W</u>	<u>CANYON</u>	<u>WELL #1</u>

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals.
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
<u>3N</u>	<u>2W</u>	<u>11</u>			<u>40</u>														<u>40</u>
<u>3N</u>	<u>2W</u>	<u>11</u>				<u>40</u>													<u>40</u>
						<u>5</u>													
						<u>D</u>													

MICROFILMED

JUL 15 1994

Total acres 80

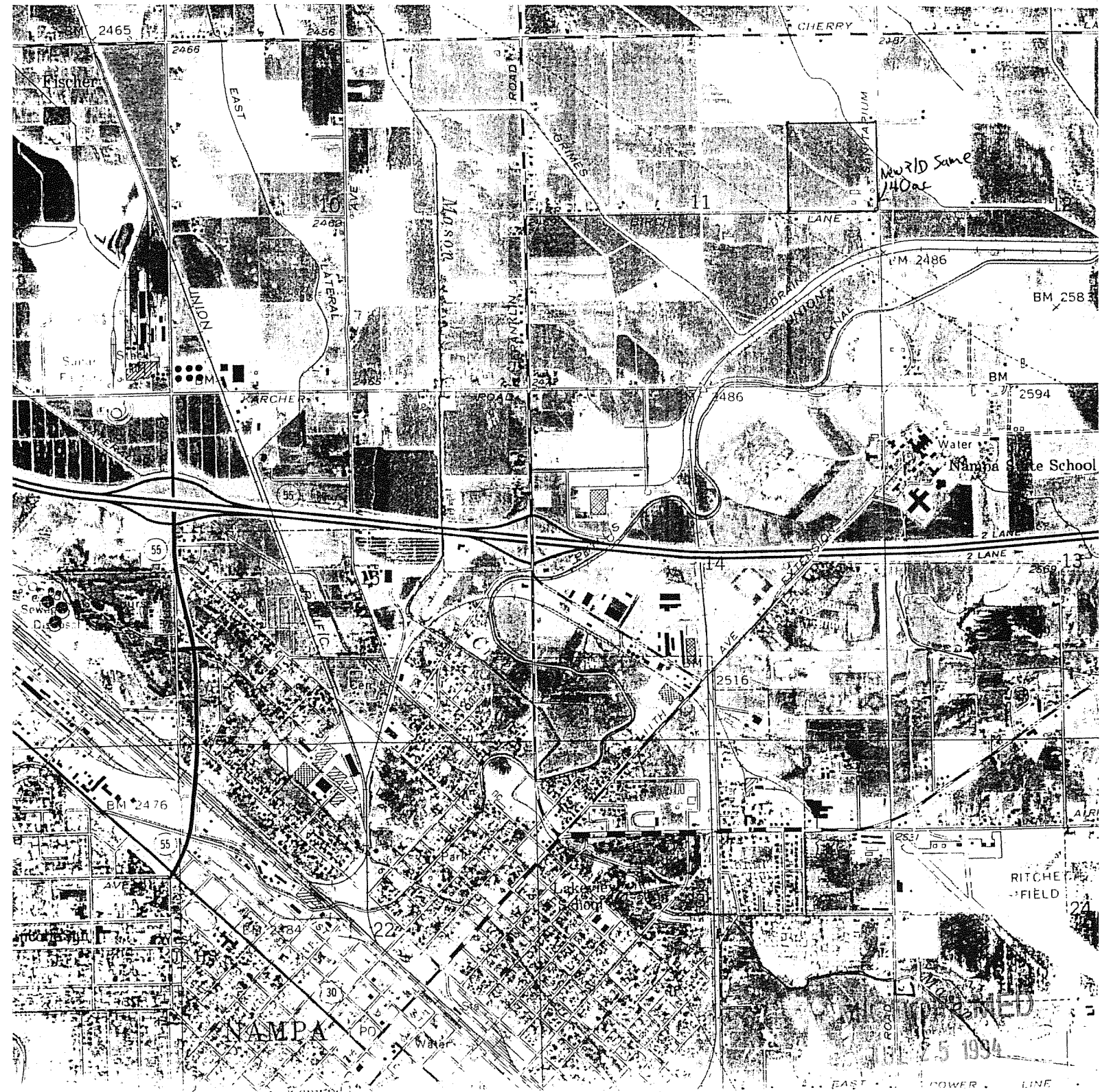
9. Describe any other water rights used for the same purpose as described above PIONEER IRRIG

POOR ORIGINAL

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.



PART 3**B. CHANGES IN NATURE OF USE***N/A*

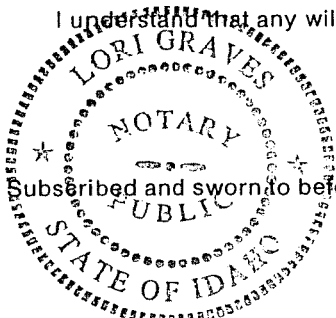
1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
				to
				to

2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.



Sunset Farms, Inc.
X by Kenneth D. Siegs, Sec.
 (Signature of Applicant)

Subscribed and sworn to before me this 7th day of July, 19 92.

Lori Graves
 (Notary Public)

My commission expires 6/18/98

FOR DEPARTMENT USE ONLY

Transfer contains 8 pages and 2 attachments

Received by RW Date 7-7-92 Protest filed by _____

Prelim. check by _____ Fee \$5000

Received by RW Date W015029

Published in Press-Tribune Copies of protest forwarded by _____

Pub. dates 8/5 & 8/12/92 Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☒ approval ☐ denial

_____ rec'd. _____ by DH

Copy of transfer sent to lien holder _____

MICROFILMED

JUL 25 1994

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: A63-02599
Date Received: 2/23/1990
Receipt No: CO14919
Received By: CA

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: SUNSET FARMS, INC. 208-495-2272
Address: 10305 MELMONT RD.
MELBA, ID 83641

2. Date of Priority: SEP 10, 1942

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
03N	02W	11	SE	SE	NE		CANYON

5. Description of diverting works:
WELL, FLOWING ARTESIAN

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	1.500		
STOCKWATER	01/01	12/31	0.020		
DOMESTIC	01/01	12/31	0.040		

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

8. Total consumptive use is 269.5 Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC, 1 HOME; STOCKWATER, 20 CATTLE

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
03N	02W	11	SW	NE		IRR	40.0

A63-02599

Page 1

Date: 02/23/90

MICROFILMED

AUG 18 1992

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
03N	02W	11	SE	NE		IRR	37.0
			SE	NE		DOMEST	
			SE	NE		STOCK	
					Section Acres		77.0
					Total Acres		77.0

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:
PIONEER IRRIGATION DISTRICT

14. Remarks:

15. Basis of Claim: LICENSE
Water Right Number: 19347

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: -1-

For Organizations:

I do solemnly swear or affirm that I am Secretary of
Title
SUNSET FARMS INC., that I have signed the foregoing
Organization
document in the space below as Secretary of
Title
SUNSET FARMS, INC. and that the statements contained in the
Organization
foregoing document are true and correct.

Kenneth D. Briggs
Signature of Authorized Agent

Sec. Sunset Farms Inc.
Title and Organization

2/23/90
Date

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 23rd day
of February 19 90
Seal

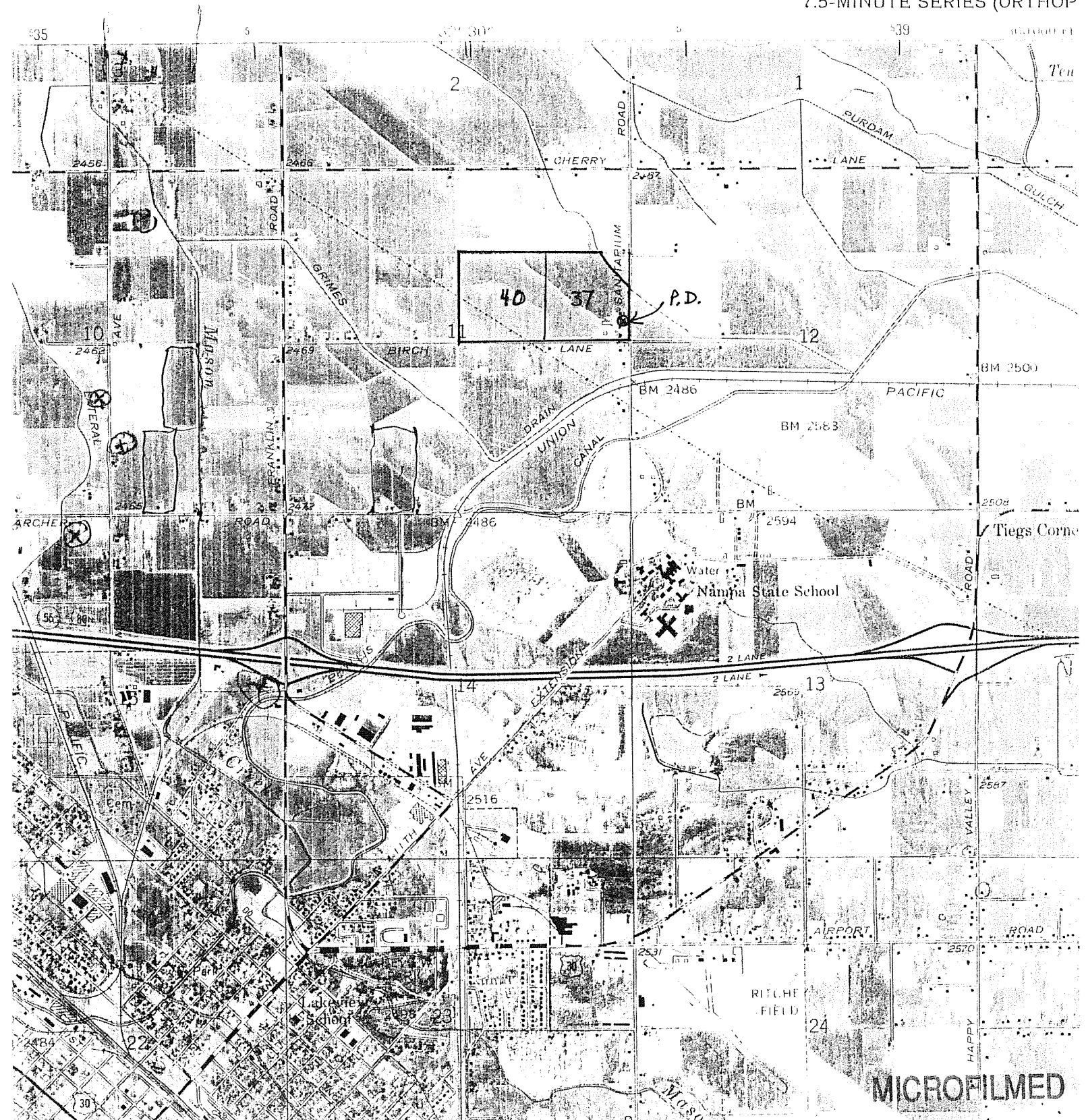
Carter Fritschle
Notary Public

Residing at _____
My Commission Expires _____

Carter Fritschle, Notary Public
Residing at Eagle, Idaho
My Commission Expires March 21, 1994

R

7.5-MINUTE SERIES (ORTHOP



Receipt Details for ID C014919

Status	Adjustment Type	Version
	Adjusted Receipt	1

General Information:

Date Received	Date Deposited	Region	Total Amount	Payment Type
2/23/1990 3:34:31 PM	2/23/1990	State	\$50.00	Check
Payer	SUNSET FARMS, INC.			

Account Information:

Check #	Account #	Credit Card Name	Authorization #
1502			
Card Expiration Date	Credit Card Transaction #		

Comment ADJUDICATION FEE

Fee Detail:

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$50.00	ADJUDICATION FEE	410162	9337	0	0	6490

Refund(s):

Amount	Payee	Date	Document Number
--------	-------	------	-----------------

Water Right Information:

Basin Number	Sequence Number	Split Suffix	Amount	Type
63	2599		\$50.00	Claim

Print Report

05/11/2006

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

RIGHT NUMBER: 63-31944

NAME AND ADDRESS: DARLENE L INGWERSON
16625 11TH AVE N EXT
NAMPA ID 83687

CURTIS O INGWERSON
16625 11TH AVE N EXT
NAMPA ID 83687

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.030 CFS
5.850 AFY

The rights listed below are limited to a total combined diversion rate of 1.5 cfs and to a total combined annual diversion volume of 360 AF. Combined Right Nos.: 63-31940, 63-31941, 63-31942, 63-31943, 63-31944.

PRIORITY DATE: 09/10/1942

POINT OF DIVERSION:

T03N R02W S11 SENE Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/01 11/15	0.030 CFS 5.85 AFY

PLACE OF USE: IRRIGATION Within CANYON County

T03N R02W S11 SENE 1.30

1.3 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 80 acres in a single irrigation season. Combined Right Nos.: 63-31940, 63-31941, 63-31942, 63-31943, 63-31944.

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

This right is a split from former right 63-2599.

Parcel No. R2096101200

Use of this right is combined with water from Pioneer Irrigation District.



State of Idaho
Idaho Department of Water Resources
Western Region

T3N R2W SECTION 11
Water Right (s): 63-31944



1320 0 1320 2640 Feet

TOTAL IRRIGATED ACRES = 1.3



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

GIS Place of Use Illustration
1987 NAPP Photography
Prepared By: Vicky Music
Date: May 2006

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WESTERN REGION ADJUDICATION SECTION
CLAIM VERIFICATION FIELD EXAM SHEET

(Use with the BCVR)

CLAIM NO(s).

63-31941 split from 63-2509 (11/11/11)

1. No Change - NAME IS SAME

NEW OWNER: _____

No Change ADDRESS

NEW ADDRESS: _____

2. No Change - DATE OF PRIORITY: Completed evidence submitted
Incomplete - Claimant should be asked during the exam when was water first
used and submit proof of date of priority.

Priority date, per claimant, is: _____

(If the priority date, based on your exam, seems questionable, explain below.)

3. No Change — SAME SOURCE

Source is different than that claimed:

Source found: _____

4. No Change — POINT OF DIVERSION

Point of diversion is different than the claim and/or new P/D's:

Township _____	Range _____	Section _____	1/4 _____	1/4 _____	1/4 _____
Township _____	Range _____	Section _____	1/4 _____	1/4 _____	1/4 _____

5. No Change - DESCRIPTION OF DIVERTING WORKS

Incomplete description, list below:

See 11/11/11 exam for 63-2509

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-31944

WATER RIGHT NUMBER: 63-31944

Owner Type Name and Address

Original Owner SUNSET FARMS INC
C/O KENNETH TIEGS
PO BOX 429
GREENLEAF, ID 83626
(208)454-2092

Current Owner DARLENE L INGWERSON
16625 11TH AVE N EXT
NAMPA, ID 83687
(208) 442-0626

Original Owner HERBERT A TIEGS
10305 MELMONT RD
MELBA, ID 83641

Current Owner CURTIS O INGWERSON
16625 11TH AVE N EXT
NAMPA, ID 83687
(208) 442-0626

Priority Date: 09/10/1942

Basis: License

Status: Active

Source

GROUND WATER

TributaryBeneficial Use

IRRIGATION

From To

03/15 to 11/15

Diversion Rate

0.030 CFS

Annual Volume

5.85

Total Diversion: 0.030 CFSLocation of Point(s) of Diversion

GROUND WATER

SE1/4SE1/4NE1/4

Sec. 11, Twp 03N, Rge 02W, B.M.

CANYON County

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N	02W	11				1.3													1.3

Total Acres: 1.25

Conditions of Approval:

1. TWO POINTS OF DIVERSION LOCATED WITHIN THE SE1/4NE1/4, SEC. 11, TWP. 3N, RGE. 2W.
PER TRANSFER #3989 APPROVED 9-11-92.

Split from 63-2799

3/11 no son shoulder leaked

Page 2

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-31944

2. This claim is the result of a split due to change in ownership for a portion of 63-2599. DB 6/8/2004

Remarks:

Comments:

Water Supply Bank:

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 63-2599

DOMESTIC same as IRRIGATION

Conditions of Approval:

1. 043 If construction of the well under this right was not initiated prior to July 1, 1987, commencement of well construction or diversion of water under this right is prohibited unless a drilling permit is obtained from the Department.
2. T09 Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.
3. R32 This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.5 afa per acre for irrigation of the lands above.
4. Two points of diversion located within the SENE, S11, T3N, R2W. Stockwater use is for 20 cattle; domestic use is for 1 home.

Remarks:

Comments:

1. CURTIS 9/1/1992 Trans. #3989
Comment: Trans. #3989 was filed to add a point of diversion under this right.

Water Supply Bank:

**IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM POU REVIEW REPORT
ADJUDICATION CLAIM NUMBER: 63-31944**

02/13/2006

1

Right #	Type	Twp	Rge	Sec	QQ	Q	Lot	Purpose of Use	Acres/Total	Name
31940	Claim	03N	02W	11	SE	NE		IRRIGATION	32.25/72.25	SUNSET FARMS INC
31941	Claim	03N	02W	11	SE	NE		IRRIGATION	0.75/0.75	ROBERT A HUKILL
31942	Claim	03N	02W	11	SE	NE		IRRIGATION	1.25/1.25	FRED C HUKILL
31943	Claim	03N	02W	11	SE	NE		IRRIGATION	1.5/1.5	ALLEN M DAMBERGER
31944	Claim	03N	02W	11	SE	NE		IRRIGATION	1.25/1.25	DARLENE L INGWERSON
2599	Water Right	03N	02W	11	SE	NE		IRRIGATION	40/80	HERBERT A TIEGS
31940	Claim	03N	02W	11	SE	NE		STOCKWATER		SUNSET FARMS INC
31941	Claim	03N	02W	11	SE	NE		STOCKWATER		ROBERT A HUKILL
31942	Claim	03N	02W	11	SE	NE		STOCKWATER		FRED C HUKILL
31943	Claim	03N	02W	11	SE	NE		STOCKWATER		ALLEN M DAMBERGER
2599	Water Right	03N	02W	11	SE	NE		STOCKWATER		HERBERT A TIEGS
31942	Claim	03N	02W	11	SE	NE		DOMESTIC		FRED C HUKILL

State of Idaho
License and Certificate of Water Right

Water License No. 19347
 Water District No.

Amount 1.5 second feet
 Priority September 10, 1942

THIS IS TO CERTIFY that HERBERT A. TIEGS
 of Nampa, Idaho, made application for a permit to appropriate the
 public waters of the State of Idaho, dated September 10, 1942; that Permit No. 19347
 was issued under said application; that Certificate of Completion of works, with a carrying capacity of
 1.5 second feet, was issued thereunder on January 11, 1943, showing that said works
 were completed on the 4th day of January, 1943; and that on the 4th
 day of January, 1943,

HERBERT A. TIEGS
 of Nampa, State of Idaho, made proof to the satisfaction of the
 Commissioner of Reclamation of Idaho, of the right to use the waters of subterranean waters
 tributary of, for the purpose of stock, domestic and irrigation
 under Use Permit No. 19347 of the Commissioner of Reclamation
 and that said right to the use of said waters has been perfected in accordance with the laws of Idaho, and is
 hereby confirmed by the Commissioner of Reclamation of Idaho and entered of record in Volume 7
 of Licenses, at page 4179, on the 6th day of December, 1943;
 The right hereby confirmed dates from September 10, 1942;

The Point of Diversion is located
 in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 11, Tp. 3 N., R. 2 W., B. M. Canyon County

That the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid,
 is limited to an amount actually needed and beneficially used for said purposes, and shall not exceed 1.5
 cubic feet per second.

Description and location of use:

Twp.	Range	Sec.	Forty-acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
3 N.	2 W.	11	SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$	40 40	40 40
Total Number of Acres Irrigated - 80					

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

WITNESS the seal and signature of the State Reclamation Engineer,
 Commissioner of Reclamation, affixed at Boise, Idaho,
 this 6th day of December, 1943

(SEAL)

JAMES SPOFFORD
 Commissioner of Reclamation
 State Reclamation Engineer

State of Idaho

License and Certificate of Water Right

Water License No. 18795
 Water District No.

Amount 2.12 second feet
 Priority May 16, 1939

THIS IS TO CERTIFY that OTTO A. SCHNITKER
 of Twin Falls, Idaho, made application for a permit to appropriate the
 public waters of the State of Idaho, dated May 16, 1939; that Permit No. 18795
 was issued under said application; that Certificate of Completion of works, with a carrying capacity of
 3 second feet, was issued thereunder on November 28, 1939, showing that said works
 were completed on the 25th day of November, 1939; and that on the 16th
 day of November, 1942,

OTTO A. SCHNITKER
 of Twin Falls, State of Idaho, made proof to the satisfaction of the
 Commissioner of Reclamation of Idaho, of the right to use the waters of an unnamed
 stream, a tributary of, for the purpose of irrigation and
 domestic use, under Use Permit No. 18795 of the Commissioner of Reclamation
 and that said right to the use of said waters has been perfected in accordance with the laws of Idaho, and is
 hereby confirmed by the State Reclamation Engineer
 of Licenses, at page 4178, on the 6th day of December, 1943;
 The right hereby confirmed dates from May 16, 1939;

The Point of Diversion is located in the
 in the SW $\frac{1}{4}$ $\frac{1}{4}$ SE $\frac{1}{4}$ $\frac{1}{4}$, Sec. 2, T $\frac{1}{2}$ 11 S., R. 16 E., B. M. Twin Falls County

That the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid,
 is limited to an amount actually needed and beneficially used for said purposes, and shall not exceed 2.12
 cubic feet per second.

Description and location of use:

Twp.	Range	Sec.	Forty-acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
11 S.	16 E.	1	SW $\frac{1}{4}$ SW $\frac{1}{4}$	20	20
		2	NE $\frac{1}{4}$ SW $\frac{1}{4}$	20	16
			NE $\frac{1}{4}$ SE $\frac{1}{4}$	40	36
			NW $\frac{1}{4}$ SE $\frac{1}{4}$	40	25
			SW $\frac{1}{4}$ SE $\frac{1}{4}$	10	3
			SE $\frac{1}{4}$ SE $\frac{1}{4}$	20	6
Total Number of Acres Irrigated					- 106

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

WITNESS the seal and signature of the State Reclamation Engineer
 the 6th day of December, 1943, affixed at Boise, Idaho,
 Commissioner of Reclamation

(SEAL)

JAMES SPOFFORD
 Commissioner of Reclamation
 State Reclamation Engineer

No. 19347
63-2599

APPLICATION FOR PERMIT
TO APPROPRIATE THE PUBLIC WATERS OF THE STATE OF IDAHO

Application No. 26844
Permit No. 19347
District No.

1. Name of Applicant: Herbert A. Tiegs
Postoffice address: Nampa, R. 2 County: Canyon State: Idaho
- I. If applicant is a corporation, give:
(a) Date and place of incorporation:
(b) Amount of capital stock:
(c) Amount paid in:
(d) Names and addresses of directors:
- II. The financial resources of the applicant are:
(a) Cash on hand:
(b) Treasury stock:
(c) Bonds to be issued:
(d) Other resources:
2. Quantity of water claimed: 1.5 cubic feet per second.
3. Source of water supply: Subterranean which is a tributary of
4. Location of point of diversion: feet distant from the
corner of Section , T. , R. , B. M., and is the SE 1/4 NE 1/4
of Section 11 , T. 3 N. , R. 2 W. , B. M., County of Canyon
5. Water is to be used for: Stock, Domestic and Irrigation
6. If for mining, milling, power or manufacturing purposes, give:
(a) Point of use of water: feet distant from corner of Section
T. , R. , B. M., in the of Section , T. , R. , B. M.
(b) Amount of power generated: H. P., under feet head.
(c) Water is to be returned to at a point feet
distant from the corner of Section , T. , R. , B. M., in the
of Section , T. , R. , B. M.
7. Estimated cost of works: \$ 2,000.00
8. Kind of works: Artesian well, with 680' Casing, 6" Hole
9. Height of dam feet; length of dam at top feet; length of dam at bottom
feet; material used in dam:
10. Size of headgate: Width feet; height feet.
11. Ditch: Width at bottom 2. feet; width at water line 2.5 feet; depth of water
feet; dimensions of flume:
Diameter of pipe inches; length of conduit 3/4 miles.
Average grade per mile feet.
12. The time required for the completion of such work is Completed years.
13. The time required for the complete application of the water to the proposed use is none additional years.
14. The land to be irrigated is described in the following tabulation: See remarks.

15. (a) Is reservoir to be used? If so, fill in (b) and (c) below.
(b) Name of Reservoir and number of Storage Permit:
(c) Date of filing of Application for Storage Permit and Name of Applicant:

BE IT KNOWN THAT The undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Herbert A. Tiegs *Applicant.*

By *Agent.*

Date of first receipt at Department of Reclamation: September 10, 1942 5 P. M.

Returned to applicant for correction:

Corrected application received:

APPROVAL OF COMMISSIONER OF RECLAMATION

The number of this permit is 19347
Recorded in Book Page 19347 Approved September 11, 1942
This is to certify that I have examined the within application for a permit to appropriate the public waters of the State of Idaho, and hereby approve the same, subject to the following limitations and conditions:
Bond in the sum of \$ to be filed on or before
Work to begin on or before Work Completed and to continue diligently and uninterruptedly to completion, unless temporarily interrupted by circumstances over which permit holder has no control.
One-fifth of the work above specified to be completed on or before Work Completed
The whole of said work to be completed on or before January 4, 1943
Beneficial use of water appropriated in accordance herewith, to be made on or before January 4, 1943

Witness my hand this 11th, day of September 1942

E. V. HERG
Commissioner of Reclamation.

IN TESTIMONY WHEREOF, We CHASE A. CLARK Governor of the State of Idaho, and GEO. H. CURTIS Secretary of State of the State of Idaho, have caused this instrument to be executed in the name of the State of Idaho, and have caused the Great Seal of the State of Idaho to be hereunto affixed, this 23 day of September, 1942

Countersigned: STATE OF IDAHO
(SEAL) By GEO. H. CURTIS *Secretary of State.* By CHASE A. CLARK *Governor.*

Remarks: This well was drilled and completed on June 22, 1942. The well is a 6" hole and is 850 feet in depth, cased to a depth of 680 feet. The temperature of the water from the well is approximately 76 degrees fahrenheit.
14.

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 $\frac{1}{4}$	
3 N.	2 W.	11			40	40													80

PERMIT NO. 19347

CERTIFICATE OF COMPLETION OF WORKS

TO ALL WHOM IT MAY CONCERN:

This is to certify that HERBERT A. TIEGS, of Route 2, Pampa, County of Canyon, and State of Idaho, the holder of Permit No. 19347, issued upon Application No. 26844, bearing date of priority of September 10, 1942, authorizing the diversion of 1.5 second feet of subterranean water, County of Canyon, State of Idaho, for stock, irrigation and domestic purposes, has fully complied with the provisions of the laws of the State of Idaho relating to the proof of completion of the works of diversion set out and described in said Permit; that said works are adequate for diverting and conveying to the place of intended use 1.5 second feet of subterranean water; that the point of diversion of said waters is in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 11, Township 3 North, Range 2 West, B. M.; and that the lands proposed to be irrigated by the use of said water are described as follows, to-wit: SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 11, Township 3 North, Range 2 West, B. M.

Witness my hand this 11th day of January, A. D. 1943.

JAMES SPOFFORD
Commissioner of Reclamation

Completion of Works Proof made on January 4, 1943
Certificate of Completion of Works issued January 11, 1943

LICENSE ISSUED FOR 1.5 SEC. FT.

P. 4179

State law requires that this report be filed with the Director, Department of Water Resources within 30 days after the completion or abandonment of the well.

[illegible]

USE ADDITIONAL SHEETS IF NECESSARY — FORWARD THE WHITE COPY TO THE DEPARTMENT

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO

REPORT OF ENGINEER

Permit No. 19347

This proof is for Beneficial Use In Water District No.

1. Name of applicant Herbert A. Tiegs, Route 2, Nampa, Idaho
2. Source of water supply: Subterranean
3. Location of point of diversion: Is in the SE. NE¹ of Section 11
T. 3 N. R. 2 W. County of Canyon
4. Describe works as they exist, giving dimensions and capacities of same: A drilled artesian well of 6" diameter X 800 feet deep, cased with steel pipe, and controlled by valve. Pipe discharges into a concrete division box 3X3X 4-5 feet depth and thence to ditch 2Ft. wide X 1Ft. deep.
Also pressure pipes lead to dwelling and barn.
5. Water is used for: Stock, irrigation and domestic Yes
6. State whether or not water has been turned into works of diversion:
7. List legal subdivisions of lands to be irrigated. If proof is for beneficial use, give exact number of acres under cultivation in each forty-acre tract. (Describe manner and place of use if for other than irrigation): SE¹ Section 11, Twp. 3 N., Range 2 W., B. M.

(Submit map on attached plat, showing location and details of above description.

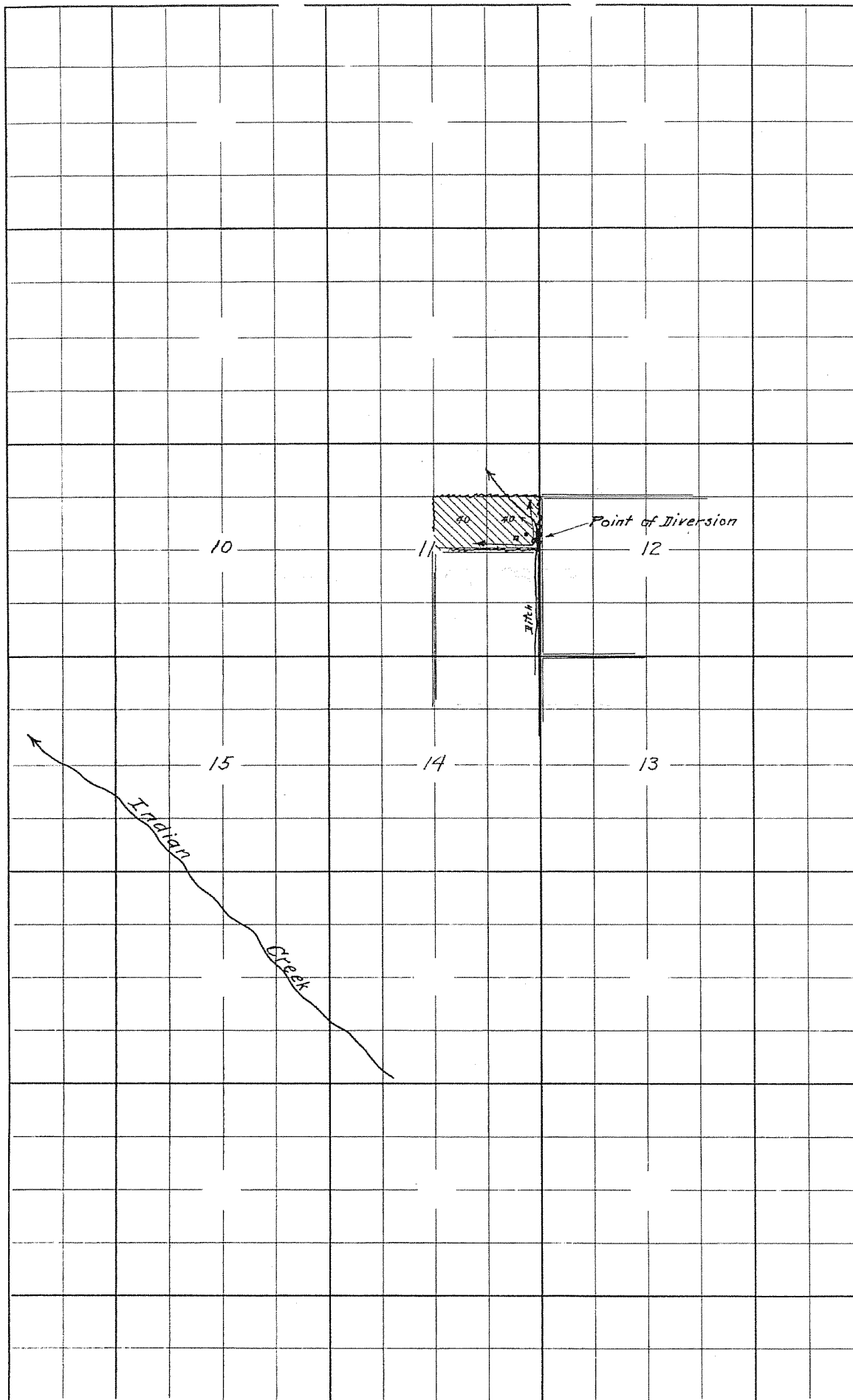
8. What large stream would the water here appropriated finally reach? None

Remarks:

Estimated discharge of well 1.5 Sec Ft.

This examination was made on the 22nd day of April, 1943

(Signed) Edith J. Johnson
Examiner.



SCALE: 2 INCHES EQUALS 1 MILE. DRAW MAP IN INK.

19347

Herbert A. Tieggs

Twp. 3 N. R. 2 W.

Well Location

N.

11



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

June 10, 2004

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

CURTIS O INGWERSON
DARLENE L INGWERSON
16625 11TH AVE N EXT
NAMPA ID 83687

Re: Original Notice of Claim to a Water Right No. 63-2599

Renumbered Notice of Claim to a Water Right No. 63-31944

Dear Claimant(s):

We have received and processed a Change of Ownership for a portion of the original Claim to a Water Right Number as referenced above. This Change of Ownership required a split of the original claim resulting in renumbering this claim, using a new water right number to represent each split. The new Notice of Claim to a Water Right number for your portion is referenced above and a copy is enclosed.

Your portion of this claim has a specified point of diversion, nature of use and place of use. If you plan on changing the nature of use, place of use, or point of diversion under this right, including adding a new point of diversion, then an Application for Transfer on your portion of this right is required. Please contact this office for further information on the Application for Transfer form. If you do not plan on changing any items on your claim, then no further action is required at this time.

Please note that the enclosed Notice of Claim to a Water Right is not a determination of your water right. This claim represents a split of the claim filed by a previous owner during claims taking in the Snake River Basin Adjudication (SRBA) and has not yet been verified by this Department. Water rights are established and maintained by beneficial use of water for the uses designated on this claim form dating back to the priority date listed. This claim will be investigated, verified and recommended to the SRBA Court for court decree sometime in the near future. You will be notified prior to the beginning of any verification of this water right.

Thank you for your patience, as we have had several water right changes to process. Please feel free to contact this office if you have any questions concerning your claim or this letter.

Sincerely,

Adjudication Section
Western Region

DB: db

Enclosure

SCANNED
JUN 10 2004

State of Idaho

License and Certificate of Water Right

Water License No. 19347
 Water District No.

Amount 1.5 second feet
 Priority September 10, 1942

THIS IS TO CERTIFY that HERBERT A. TIEGS
 of Nampa, Idaho, made application for a permit to appropriate the
 public waters of the State of Idaho, dated September 10, 1942; that Permit No. 19347
 was issued under said application; that Certificate of Completion of works, with a carrying capacity of
 1.5 second feet, was issued thereunder on January 11, 1943, showing that said works
 were completed on the 4th day of January, 1943; and that on the 4th
 day of January, 1943,

HERBERT A. TIEGS
 of Nampa, State of Idaho, made proof to the satisfaction of the
 Commissioner of Reclamation of Idaho, of the right to use the waters of subterranean waters
~~a tributary of~~, for the purpose of stock, domestic and irrigation
 , under Use Permit No. 19347 of the Commissioner of Reclamation
 and that said right to the use of said waters has been perfected in accordance with the laws of Idaho, and is
 hereby confirmed by the Commissioner of Reclamation of Idaho and entered of record in Volume 7
 of Licenses, at page 4179, on the 6th day of December, 1943;

The right hereby confirmed dates from September 10, 1942;

The Point of Diversion is located
 in the SE 1/4 NE 1/4, Sec. 11, Tp. 3 N., R. 2 W., B. M. Canyon County

That the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid,
 is limited to an amount actually needed and beneficially used for said purposes, and shall not exceed .5
 cubic feet per second.

Description and location of use:

Twp.	Range	Sec.	Forty-acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
3 N.	2 W.	11	SW 1/4 NE 1/4	40	40
			SE 1/4 NE 1/4	40	40
Total Number of Acres Irrigated - 80					

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

WITNESS the seal and signature of the State Reclamation Engineer
 Commissioner of Reclamation, affixed at Boise, Idaho,
 this 6th day of December, 1943

(SEAL)

JAMES SPOFFORD
 Commissioner of Reclamation
 State Reclamation Engineer

63 2539

APPLICATION FOR PERMIT TO APPROPRIATE THE PUBLIC WATERS OF THE STATE OF IDAHO

63-2599

Application No. 26844
Permit No. 19347
District No.

1. Name of Applicant: Herbert A. Tiegs
Postoffice address: Nampa, R. 2 County: Canyon State: Idaho
 - I. If applicant is a corporation, give:
 - (a) Date and place of incorporation:
 - (b) Amount of capital stock:
 - (c) Amount paid in:
 - (d) Names and addresses of directors:
 - II. The financial resources of the applicant are:
 - (a) Cash on hand:
 - (b) Treasury stock:
 - (c) Bonds to be issued:
 - (d) Other resources:
2. Quantity of water claimed: 1.5 cubic feet per second.
3. Source of water supply: Subterranean which is a tributary of
4. Location of point of diversion: feet distant from the
corner of Section , T. , R. , B. M., and is the SE 1/4 NE 1/4
of Section 11 , T. 3 N. , R. 2 W. , B. M., County of Canyon
5. Water is to be used for: Stock, Domestic and Irrigation
6. If for mining, milling, power or manufacturing purposes, give:
 - (a) Point of use of water: feet distant from corner of Section
T. , R. , B. M., in the of Section , T. , R. , B. M.
 - (b) Amount of power generated: H. P., under feet head.
 - (c) Water is to be returned to at a point feet
distant from the corner of Section , T. , R. , B. M., in the
of Section , T. , R. , B. M.
7. Estimated cost of works: \$ 2,000.00
8. Kind of works: Artesian well, with 680' Casing, 6" Hole
9. Height of dam feet; length of dam at top feet; length of dam at bottom
feet; material used in dam:
10. Size of headgate: Width feet; height feet.
11. Ditch: Width at bottom 2. feet; width at water line 2.5 feet; depth of water
feet; dimensions of flume:
Diameter of pipe inches; length of conduit 3/4 miles.
Average grade per mile feet.
12. The time required for the completion of such work is Completed years.
13. The time required for the complete application of the water to the proposed use is none additional years.
14. The land to be irrigated is described in the following tabulation: See remarks.

15. (a) Is reservoir to be used? If so, fill in (b) and (c) below.
 (b) Name of Reservoir and number of Storage Permit:
 (c) Date of filing of Application for Storage Permit and Name of Applicant:

BE IT KNOWN THAT The undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Herbert A. Tiegs *Applicant.*

By _____ Agent.

Date of first receipt at Department of Reclamation: September 10, 1942 5 P. M.

Returned to applicant for correction:

Corrected application received:

APPROVAL OF COMMISSIONER OF RECLAMATION

The number of this permit is 19347
 Recorded in Book Page 19347 Approved September 11, 1942
 This is to certify that I have examined the within application for a permit to appropriate the public waters of the State of Idaho, and
 hereby approve the same, subject to the following limitations and conditions:
 Bond in the sum of \$ to be filed on or before
 Work to begin on or before Work Completed and to continue diligently and uninterruptedly to completion,
 unless temporarily interrupted by circumstances over which permit holder has no control.
 One-fifth of the work above specified to be completed on or before Work Completed
 The whole of said work to be completed on or before January 4, 1943
 Beneficial use of water appropriated in accordance herewith, to be made on or before January 4, 1943

Witness my hand this 11th. day of September 1942

E. V. BERG
Commissioner of Reclamation.

IN TESTIMONY WHEREOF, We CHASE A. CLARK Governor of the State of Idaho, and GEO. H. CURTIS
Secretary of State of the State of Idaho, have caused this instrument to be executed in the name of the State of Idaho, and have
caused the Great Seal of the State of Idaho to be hereunto affixed, this 23 day of September, 1942

Countersigned:

STATE OF IDAHO

(SEAL

By

GEO. H. CURTIS

By

CHASE A. CLARK

Governor.

Secretary of State.

Remarks: This well was drilled and completed on June 22, 1942. The well is a 6" hole and is 850 feet in depth, cased to a depth of 680 feet. The temperature of the water from the well is approximately 75 degrees fahrenheit.

14.

Twp.	Range	Sec.	NE¼				NW¼				SW¼				SE¼				Totals
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
3 N.	2 W.	11			40	40												80	
PERMIT NO. 19347																			
CERTIFICATE OF COMPLETION OF WORKS																			
TO ALL WHOM IT MAY CONCERN:																			
This is to certify that HERBERT A. TIEGS, of Route 2, Nampa, County of Canyon, and State of Idaho, the holder of Permit No. 19347, issued upon Application No. 26844, bearing date of priority of September 10, 1942, authorizing diversion of 1.5 second feet of subterranean water, County of Canyon, State of Idaho, for stock, irrigation and domestic purposes, has fully complied with the provisions of the laws of the State of Idaho relating to the proof of completion of the works of diversion set out and described in said Permit; that said works are adequate for diverting and conveying to the place of intended use 1.5 second feet of subterranean water; that the point of diversion of said waters is in SE¼ NE¼ of Section 11, Township 3 North, Range 2 West, B. M.; and that the lands proposed to be irrigated by the use of said water are described as follows, to-wit: S½ NE¼ Section 11, Township 3 North, Range 2 West, B. M.																			
Witness my hand this 11th day of January, A. D. 1943.																			
JAMES SPOFFORD Commissioner of Reclamation																			
Completion of Works Proof made on January 4, 1943																			
Certificate of Completion of Works issued January 11, 1943																			
ENSE ISSUED FOR 1.5 SEC. FT.																			
P. 4179																			

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO

REPORT OF ENGINEER

Permit No. 19347

This proof is for..... Beneficial Use..... In Water District No.....

1. Name of applicant..... Herbert A. Tiegs, Route 2, Nampa, Idaho.....
2. Source of water supply:..... Subterranean.....
3. Location of point of diversion: Is in the..... SE..... NE¹₄..... of Section 11
T..... 3 N. R. 2 W. County of..... Canyon.....
4. Describe works as they exist, giving dimensions and capacities of same: A drilled artesian well
of 6" diameter X 800 feet deep, cased with steel pipe, and controlled by
valve. Pipe discharges into a concrete division box 3X3X 4-5 feet depth
and thence to ditch 2 Ft. wide X 1 Ft. deep.
Also pressure pipes lead to dwelling and barn.
5. Water is used for: Stock, irrigation and domestic..... Yes.....
6. State whether or not water has been turned into works of diversion:.....
7. List legal subdivisions of lands to be irrigated. If proof is for beneficial use, give exact number of acres
under cultivation in each forty-acre tract. (Describe manner and place of use if for other than irriga-
tion):..... S¹/₈ NE¹₄ Section 11, Twp. 3 N., Range 2 W., B. M.

(Submit map on attached plat, showing location and details of above description.

8. What large stream would the water here appropriated finally reach?..... None.....

Remarks:.....

Estimated discharge of well 1.5 Sec Ft.

This examination was made on the 22nd day of April, 1943.

(Signed)

Red L. Johnson

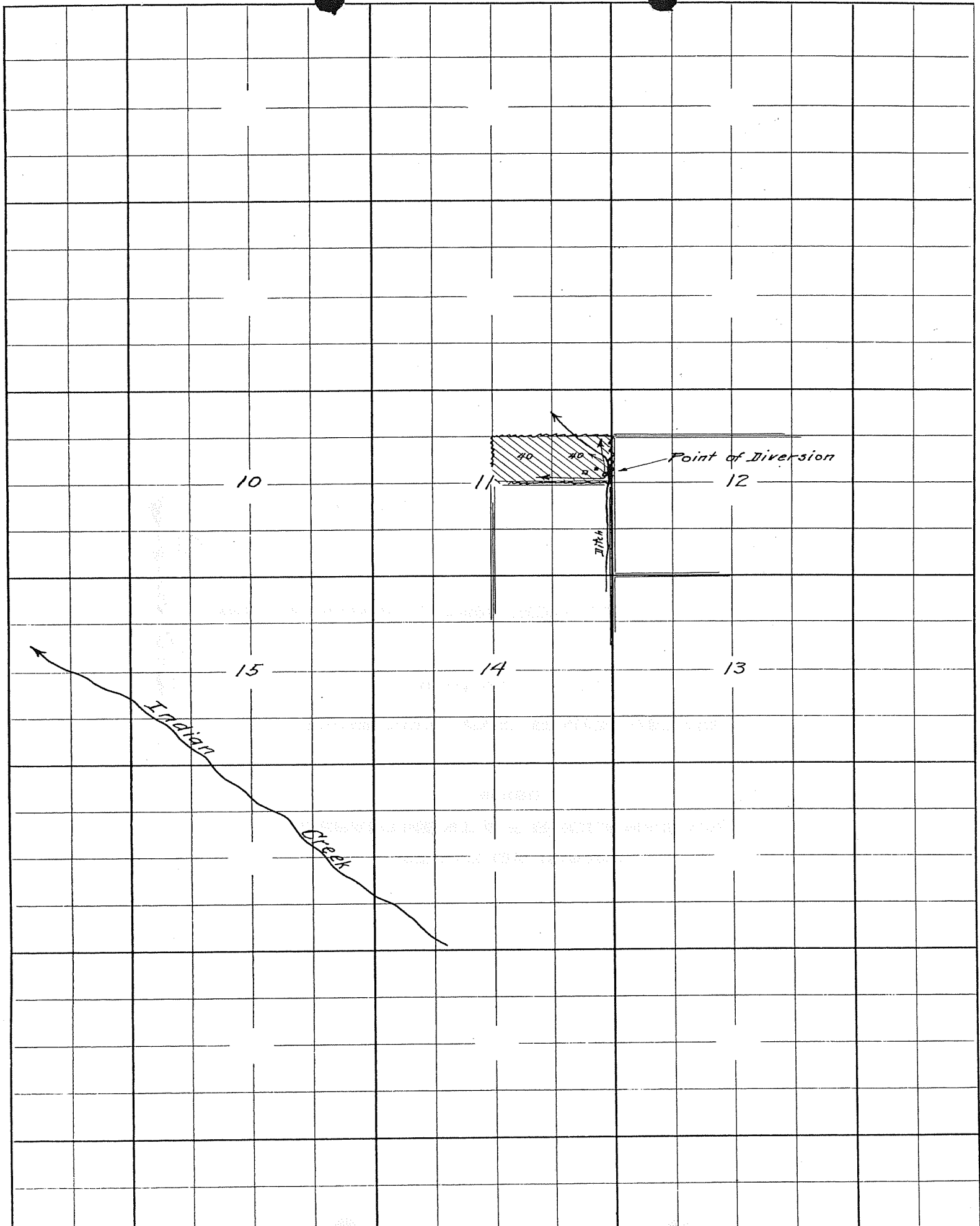
Herbert A. Tieggs
Route 2, Nampa, Idaho
Permit No. 19347

Examination for Beneficial Use

County.....Canyon.....

INSTRUCTIONS TO EXAMINERS

1. Always carefully note the location of the point of diversion and accurately plat same.
2. When proof is for beneficial use, carefully check up the number of acres actually irrigated in each forty and accurately plat same.
3. Make a map showing the correct location of streams and ditches, and the irrigated lands, and any adjacent permanent landmarks, such as towns, lakes, large streams and public roads.
4. If any unusual conditions are discovered, make a plain statement of them under remarks.
5. Always see the holder, if possible, and go over the whole ground with him and make your report only upon actual existing facts and conditions.



4,000 ft
10 ft
10 ft

REPORT ON PROOF OF Beneficial Use

PERMIT NO. 19347

REPORT OF ENGINEER

BOISE

DEPARTMENT OF RECLAMATION

STATE OF IDAHO

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 3989

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Name of applicant Herbert A. Tiegs/Sunset Farms Phone 495-2272
Post Office address 10305 Melmont Rd. Melba, ID 83641

A. PURPOSE OF TRANSFER

1. ☐ Change point of diversion ☒ Add diversion point(s) ☐ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe the reason for the proposed changes Additional well needed to maintain a full supply of water under existing license

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number 63-02599 Priority Sept 10, 1942 Amount (cfs/ac-ft) 1.5 Nature of Use Irrigation Period of Use 3/15 to 11/15 ASSUME
stock 1/1 to 12/31
DOM 1/1 to 12/31
2. Total amount of water being transferred 1.5 cubic feet per second and/or _____ acre-feet per annum.
3. Source of water Groundwater tributary to _____
4. Point(s) of Diversion: _____

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
			SE NE	11	3N	2W	Canyon	Well #1, Well #2

5. Lands irrigated or place of use:
- No Change

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

MICROFILMED
SEP 21 1992

PART 1

6. General Information:

a. Description of diversion system
Two wells will supply water under existing license.

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? *N/A*
Yes _____ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.
c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer: *N/A*

d. Remarks:
Transfer to add additional well to licensed right.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. *63-02599*
And said application is hereby APPROVED, subject to the following limitations and conditions:
SEE ATTACHED SHEET FOR CONDITIONS OF APPROVAL.

RECEIVED

SEP 21 1992

Witness my hand this *11th* day of *September*, 19*92*
A. New Jordan
CHIEF, WATER ALLOC. BUREAU

CONDITIONS OF APPROVAL
Transfer of Water Right No. 63-02599

1. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.
2. If construction of the well under this right was not initiated prior to July 1, 1987, commencement of well construction or diversion of water under this right is prohibited unless a drilling permit is obtained from the Department.
3. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.5 afa per acre for the lands described above.

Dated this 11th day of September, 1992.

J. Glen Saylor
Chief, Water Alloc. Bureau

MICROFILMED

SEP 21 1992

REPUBLIC OF THE PHILIPPINES
Department of Education

Office of the Secretary
Department of Education
Malacañang Palace, Manila

Memorandum for the Secretary
Subject: [Illegible]

Reference is made to the [Illegible]

[Illegible handwritten notes]

[Illegible handwritten notes]

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. 63-02599 issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice

☐ Warranty Deed

☐ Other _____

3. Source of water Groundwater tributary to _____

4. Date or priority Sept. 10, 1942

5. Water is used for the following purpose:

amount 1.5 for Irrigation purposes from _____ to _____
(cfs/ac-ft)
amount _____ for Stock purposes from _____ to _____
(cfs/ac-ft)
amount _____ for DOM purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 1.5 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		SE	NE	11	3N	2W	Canyon	Well #1

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
3N	2W	11			40														40
3N	2W	11				40													40

Total acres 80

9. Describe any other water rights used for the same purpose as described above _____

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

If yes, describe

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

- | | | | | |
|----|-----------------------|-----|---------------|----|
| 1. | amount
(cfs/ac-ft) | for | purposes from | to |
| | amount
(cfs/ac-ft) | for | purposes from | to |
| | amount
(cfs/ac-ft) | for | purposes from | to |
| | amount
(cfs/ac-ft) | for | purposes from | to |

2. Point(s) of Diversion:

[illegible]

3. Lands irrigated or place of use:

[illegible]

Total acres

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

- | | | | | |
|----|-------------|-----|---------------|----|
| 1. | amount | for | purposes from | to |
| | (cfs/ac-ft) | | | |
| | amount | for | purposes from | to |
| | (cfs/ac-ft) | | | |
| | amount | for | purposes from | to |
| | (cfs/ac-ft) | | | |

2. Point(s) of Diversion:

Lot	%	%	%	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

[illegible]

Total acres

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. _____ Decreed to _____
 in case of _____ vs. _____
 dated _____ in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. A63-02599 on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice

☐ Warranty Deed

☐ Other _____

3. Source of water GROUNDWATER tributary to _____

4. Date or priority 9/10/1942

5. Water is used for the following purpose:

amount 1.5 for IRRIGATION purposes from 3/15 to 11/15
 (cfs/ac-ft)
 amount .02 for STOCK purposes from 1/1 to 12/31
 (cfs/ac-ft)
 amount .04 for DOM purposes from 1/1 to 12/31
 (cfs/ac-ft)

6. Total amount of water under right 1.5 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
	SE	SE	NE	11	3N	2W	CANYON	WELL #1

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals.
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
3N	2W	11			40														40
3N	2W	11				40													40
						S													
						D													

RECORDED

SEP 21 1992

Total acres 80

9. Describe any other water rights used for the same purpose as described above PIONEER IRRIG

Dist.

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

If yes, describe _____

PART 2

Transfer No. _____

Page _____ of _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
2. Point(s) of Diversion: _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.
Local name for diversion						

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4	NW 1/4	SE 1/4	SW 1/4	NE 1/4	NW 1/4	SE 1/4	SW 1/4	NE 1/4	NW 1/4	SE 1/4	SW 1/4	Totals

Total acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
2. Point(s) of Diversion: _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.
Local name for diversion						

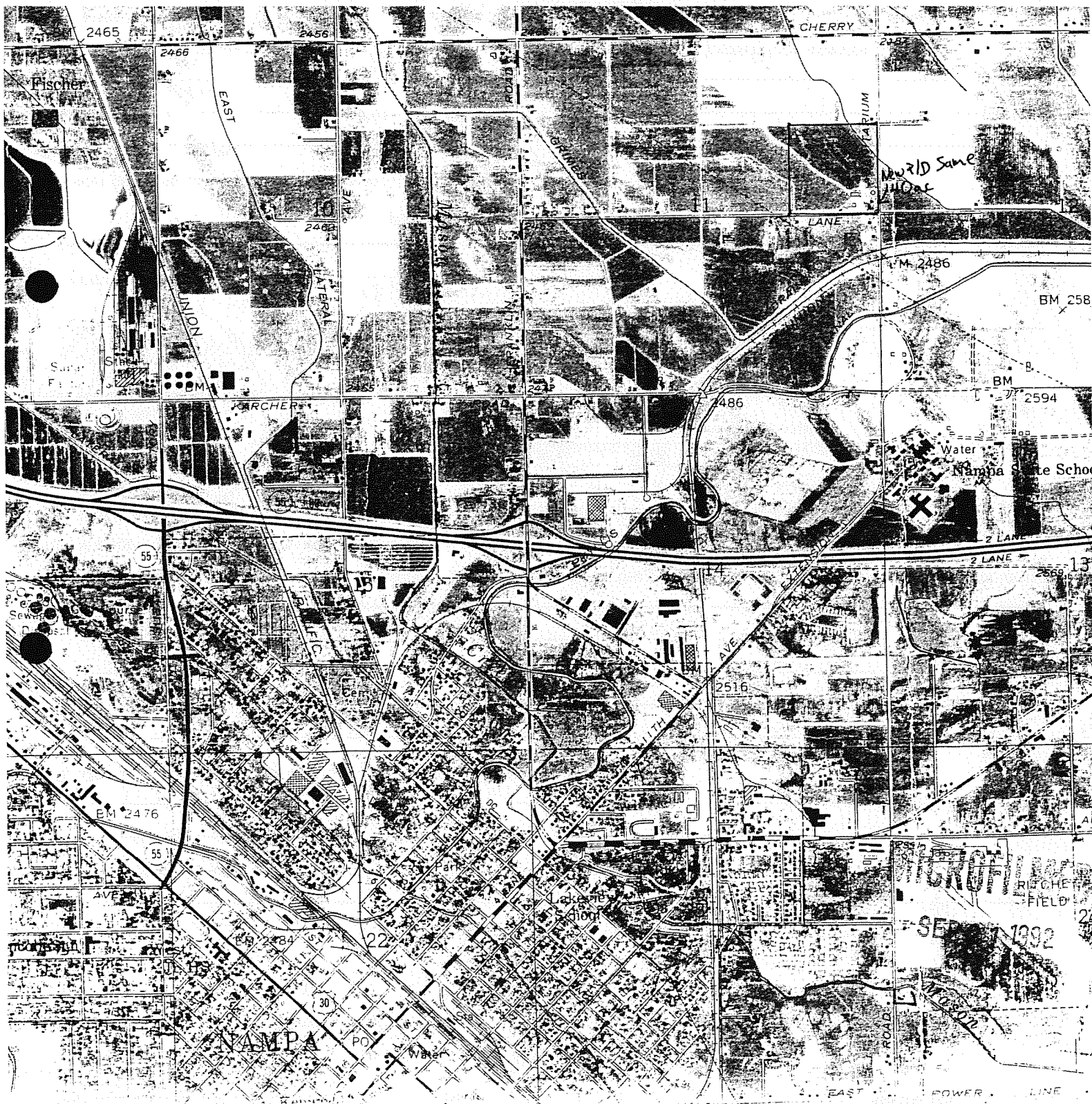
3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4	NW 1/4	SE 1/4	SW 1/4	NE 1/4	NW 1/4	SE 1/4	SW 1/4	NE 1/4	NW 1/4	SE 1/4	SW 1/4	Totals

Total acres _____

SEP 2 1992

A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.



B. CHANGES IN NATURE OF USE

N/A

1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
---	-------------------	--------------------	-----------------	---------------

2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

James J. Smith, Jr.
X *by Kenneth J. Smith, Sec.*
(Signature of Applicant)

day of July, 1992

Lee Brown
(Notary Public)

6/18/98

My commission expires

FOR DEPARTMENT USE ONLY

Transfer contains 8 pages and 2 attachments

Received by *Lee* Date 7-7-92

Prelim. check by *Lee* Fee \$5000

Received by *Lee* Date 8/12/92

Published in *Press-Tribune*

Pub. dates 8/5 & 8/12/92

Watermaster recommendation requested on

rec'd. by *Lee*

Recommended for ☒ approval ☐ denial

Hearing held by

Copies of protest forwarded by

Protest filed by

SEP 21 1992
RECEIVED

Copy of transfer sent to lien holder

Page 1 of 8

STATE OF IDAHO

SEP 25 1992

Transfer No. 3989

DEPARTMENT OF WATER RESOURCES

Department of Water Resources

WATERBURY

APPLICATION FOR TRANSFER OF WATER RIGHT

RIGHT APPROVED

PART 1

Name of applicant Herbert A. Tieg/Sunset Farms Phone 495-2272
Post Office address 10305 Melmont Rd. Melba, ID 83641

A. PURPOSE OF TRANSFER

1. ☐ Change point of diversion ☒ Add diversion point(s) ☐ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe the reason for the proposed changes Additional well needed to maintain a full supply of water under existing license

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number 63-02599 Priority Sept 10, 1942 Amount (cfs/ac-ft) 1.5 Nature of Use Irrigation Period of Use 1/15 to 11/15
1/1 to 12/31
1/1 to 12/31
 to _____

2. Total amount of water being transferred 1.5 cubic feet per second and/or _____ acre-feet per annum.

3. Source of water Groundwater tributary to _____

4. Point(s) of Diversion: _____

[illegible]

5. Lands irrigated or place of use: No Change

[illegible]

Total acres _____

PART 1

6. General Information:

a. Description of diversion system Two wells will supply water under existing license.

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? N/A Yes _____ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:

N/A

d. Remarks:

Transfer to add additional well to licensed right.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. 63-02599

And said application is hereby APPROVED, subject to the following limitations and conditions:

SEE ATTACHED SHEET FOR CONDITIONS OF APPROVAL.

Witness my hand this 11th day of September, 19 92.

A. Glen Saxon
CHIEF, WATER ALLOC. BUREAU

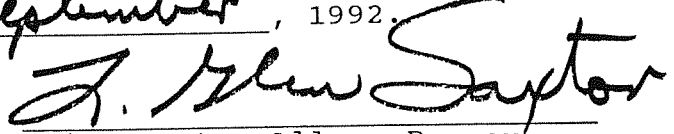
MICROFILMED

JUL 25 1994

CONDITIONS OF APPROVAL
Transfer of Water Right No. 63-02599

1. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.
2. If construction of the well under this right was not initiated prior to July 1, 1987, commencement of well construction or diversion of water under this right is prohibited unless a drilling permit is obtained from the Department.
3. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.5 afa per acre for the lands described above.

Dated this 11th day of September, 1992.


Chief, Water Alloc. Bureau

MICROFILMED

JUL 25 1994

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. 63-02599 issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice ☐ Warranty Deed ☐ Other _____

3. Source of water Groundwater tributary to _____

4. Date or priority Sept. 10, 1942

5. Water is used for the following purpose:

amount 1.5 for Irrigation purposes from _____ to _____
(cfs/ac-ft)
amount _____ for Stock purposes from _____ to _____
(cfs/ac-ft)
amount _____ for DOM purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 1.5 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
		<u>SE</u>	<u>NE</u>	<u>11</u>	<u>3N</u>	<u>2W</u>	<u>Canyon</u>	<u>Well #1</u>

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
<u>3N</u>	<u>2W</u>	<u>11</u>			<u>40</u>														<u>40</u>
<u>3N</u>	<u>2W</u>	<u>11</u>				<u>40</u>													<u>40</u>

Total acres 80

9. Describe any other water rights used for the same purpose as described above _____

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. A63-02599 on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice ☐ Warranty Deed ☐ Other _____

3. Source of water GROUNDWATER tributary to _____

4. Date or priority 9/10/1942

5. Water is used for the following purpose:

amount 1.5 for IRRIGATION purposes from 3/15 to 11/15
(cfs/ac-ft) .02 for STOCK purposes from 1/1 to 12/31
amount .04 for DOM purposes from 1/1 to 12/31
(cfs/ac-ft)

6. Total amount of water under right 1.5 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
	SE	SE	NE	11	3N	2W	CANYON	WELL #1

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals.
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
3N	2W	11			40														40
3N	2W	11				40													40
						S													
						D													

Total acres 80

9. Describe any other water rights used for the same purpose as described above PIONEER IRRIG

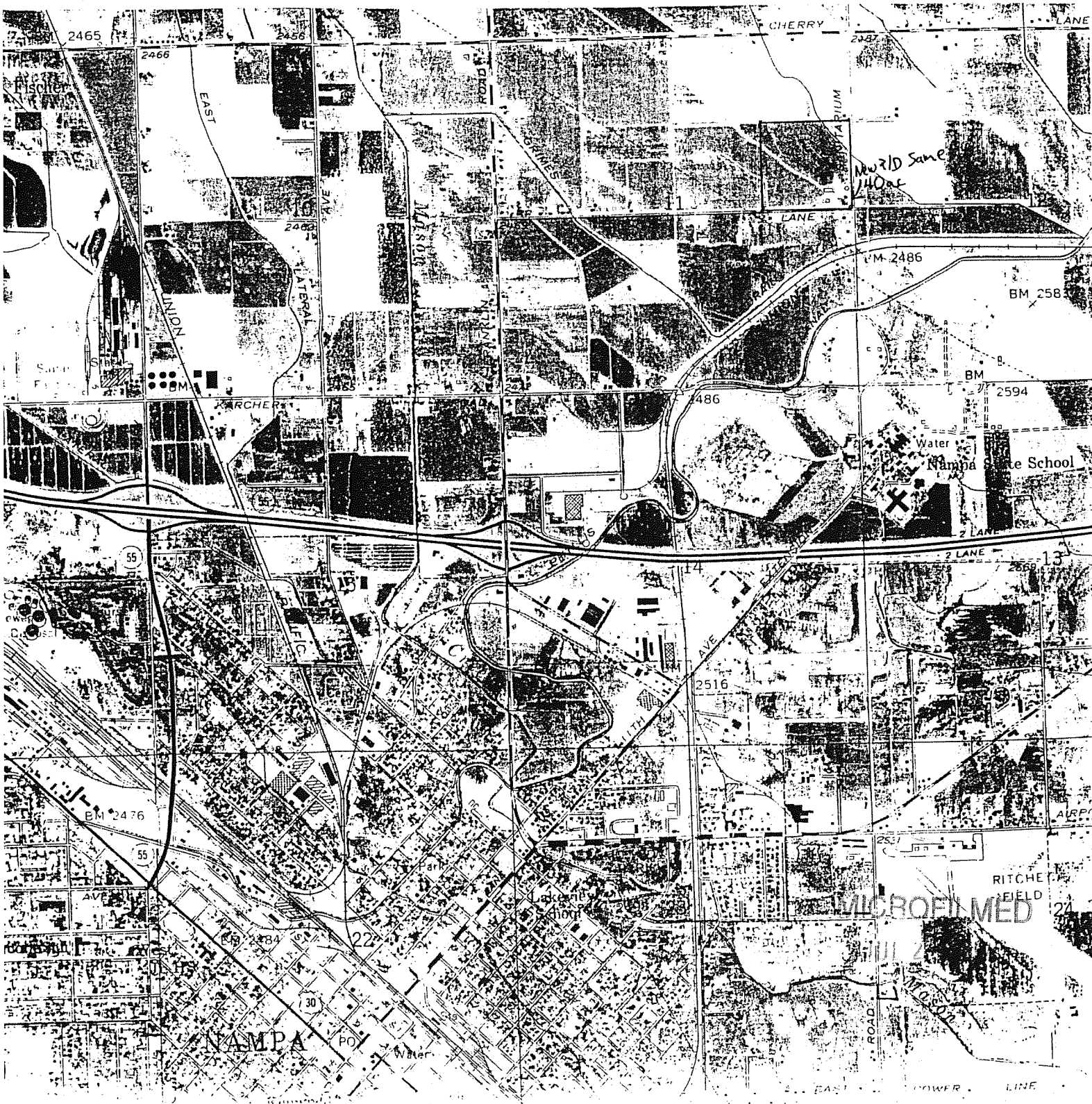
Dist.

POOR ORIGINAL

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.



PART 3

B. CHANGES IN NATURE OF USE

N/A

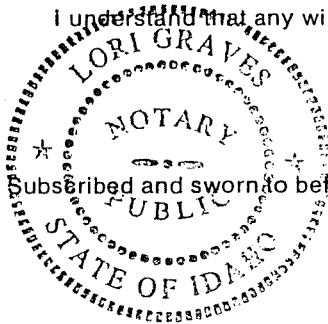
1	<u>New Nature of Use</u>	<u>Amount (cfs/ac-ft)</u>	<u>Hours/days/year</u>	<u>Period of Use</u>
	_____	_____	_____	_____ to _____
	_____	_____	_____	_____ to _____

2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.



Sunset Farms, Inc.
X by Kenneth D. Siegs, Sec.
(Signature of Applicant)

Subscribed and sworn to before me this 7th day of July, 19 92.

Lori Graves
(Notary Public)

My commission expires 6/18/98

FOR DEPARTMENT USE ONLY

Transfer contains 8 pages and 2 attachments

Received by RW Date 7-7-92 Protest filed by _____

Prelim. check by _____ Fee \$5000

Receipted by RW Date W015029

Published in Press-Tribune Copies of protest forwarded by _____

Pub. dates 8/5 & 8/12/92 Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☒ approval ☐ denial

_____ rec'd. _____ by DR

Copy of transfer sent to lien holder _____

MICROFILMED

JUL 25 1994