

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 37-11100

WATER RIGHT NUMBER: 37-11100

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	FRANK A BORNEMAN AND DOROTHY E BORNEMAN FAMILY PARTNERSHIP 2242 E 1700 S GOODING, ID 83330 (208)934-5098
Original Owner	KENNETH JAMES LEE 1959 E 1550 S GOODING, ID 83330 (208)934-5018
Directors Report Owner	DOROTHY BORNEMAN 2242 E 1700 S GOODING, ID 83330 (208)934-5098

Priority Date: 06/01/1910

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
STOCKWATER	1/01 to 12/31	0.020 CFS	
DOMESTIC	1/01 to 12/31	0.040 CFS	
	<u>Total Diversion:</u>	0.040 CFS	

Location of Point(s) of Diversion

GROUND WATER	NW1/4SW1/4NE1/4	Sec. 4,	Twp 06S,	Rge 15E, B.M.
GOODING County				

Place of UseSTOCKWATER Within GOODING County

T06S R15E S04 SWNE

DOMESTIC Within GOODING County

T06S R15E S04 SWNE

Conditions of Approval:

1. C18 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.
2. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 37-11100

3. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.

Remarks:

1. Explanatory STOCKWATER 30 RANGE COWS PARCEL NO. RP 06S15E041425

Dates and Other Information:

Licensed Date:
Decreed Date: 1/5/2001
Water Supply Bank Enrollment Accepted:
Water Supply Bank Enrollment Removed:
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:
Decree Defendant:
Decree Plaintiff:
Civil Case Number: 39576
Judicial District: FIFTH
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

February 5, 2003

DOROTHY BORNEMAN
FRANK BORNEMAN
2242 E 1700 S
GOODING ID 83330

Re: SRBA Claim 37-609E
Water Rights 37-10784, 37-11027, 37-11100

Dear Mr. and Mrs. Borneman:

Pursuant to the change in ownership request that has been submitted to the Department, we have changed the record of current ownership to you. Please find the enclosed copies of the computer records of the claim(s) noting the change in claimant. Review these records and if there is an error, or you have any questions, please contact this office.

Sincerely,

Trish Fawcett
Technical Records Specialist

Enclosures.

cc: Russell Kvanvig

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

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

RECEIVED
 FEB 03 2003
 Department of Water Resources
 Southern Region

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
37-11027	D/S	fee due 25 ⁰⁰			
37-11100	D/S	fee due 25 ⁰⁰			
37-609E	in	No fee due			
		tot \$ 50 ⁰⁰			

Partnership

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

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

OR

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

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

Dorothy Borneman
2242 E. 1700S. GOODING, ID. 83330

4. New Owner/Claimant(s)

Frank A. Borneman and Dorothy E Borneman
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or Family Partnership

New Mailing Address

2242 E. 1700S.

City, State and ZIP Code

GOODING, ID. 83330

New Telephone Number

208) 934-5098

5. Date you acquired the property

8-19-02

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

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

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

7. Signature of New Owner(s) or Claimant(s) _____
(include title if applicable) Marathy Brannen
General Partner

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

For Office Use Only

Received by [Signature] Date 2/4/03 Fee 50.00
 Received by [Signature] Date 2/4/03 Receipt No. 5025487
 Processed by [Signature] AJ Date 2/4/03 WR _____ Date _____

Instrument # 196618

GOODING, GOODING, IDAHO

2002-08-26

09:23:59 No. of Pages: 4

Recorded for : STEPHAN, KVANVIG, STONE & TRAINO

HELEN EDWARDS

Fee: 12.00

Ex-Officio Recorder Deputy

COPY

QUITCLAIM DEED

FRANK A. BORNEMAN and DOROTHY E. BORNEMAN, husband and wife, and FRANK A. BORNEMAN and DOROTHY E. BORNEMAN as Trustees of The Frank and Dorothy Borneman Trust dated the 22nd day of November, 1993, hereinafter "Grantors," do release and forever quitclaim unto FRANK A. BORNEMAN AND DOROTHY E. BORNEMAN FAMILY PARTNERSHIP, whose address is 2242 East 1700 South, Gooding, Idaho 83330, hereinafter "Grantee," and to its heirs and assigns, all right, title and interest which Grantors now have or may hereafter acquire in the following:

Any and all water rights appurtenant to the real property described on Exhibit "A" attached hereto and by this reference made a part hereof, including, but not limited to, 389 shares of stock of the Big Wood Canal Company, 28 shares of stock in the American Falls Reservoir District #2, and State of Idaho Department of Water Resources Water Right Nos. 37-11027, 37-11100 and 37-609E.

TO HAVE AND TO HOLD, all singular the said premises, together with the appurtenances, unto Grantee, and to its heirs and assigns forever.

WITNESS the hand of said Grantor this 19 day of August, 2002.

Frank A. Borneman
FRANK A. BORNEMAN

by Dorothy E. Borneman P.O.A.
Dorothy E. Borneman
DOROTHY E. BORNEMAN

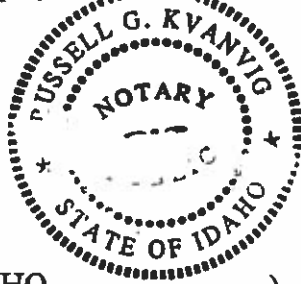
THE FRANK AND DOROTHY BORNEMAN TRUST
DATED THE 22ND DAY OF NOVEMBER, 1993

By Frank A. Borneman
FRANK A. BORNEMAN, Trustee

by Dorothy E. Borneman P.O.A.
By Dorothy E. Borneman
DOROTHY E. BORNEMAN, Trustee

STATE OF IDAHO)
)
) ss.
COUNTY OF GOODING)

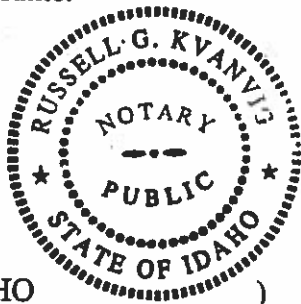
On this 19th day of August, 2002, before me, the undersigned, a Notary Public for Idaho, personally appeared DOROTHY E. BORNEMAN, known or identified to me to be the person whose name is subscribed to the foregoing instrument, as the Attorney-in-Fact of FRANK A. BORNEMAN, and acknowledged to me that she subscribed the name of FRANK A. BORNEMAN thereto as principal, and ~~her own~~ name as Attorney-in-Fact.



Russell Kravitz
Notary Public for Idaho
My Commission Expires on 8-12-05

STATE OF IDAHO)
COUNTY OF GOODING)
SS.

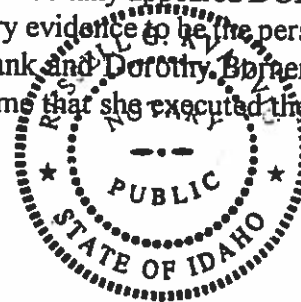
On this 19th day of August, 2002, before me, the undersigned, a notary public in and for the State of Idaho, personally appeared DOROTHY E. BORNEMAN, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



Notary Public for Idaho
My Commission Expires on 8-12-05

STATE OF IDAHO)
COUNTY OF GOODING)
SS.)

On this 19 day of August, 2002, before me the undersigned, a Notary Public for Idaho, personally appeared DOROTHY E. BORNEMAN, known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, as trustee of The Frank and Dorothy Borneman Trust dated the 22nd day of November, 1993, and acknowledged to me that she executed the same as such trustees.



Russell Kvanvig
Notary Public for Idaho
My Commission Expires on 8-12-05

EXHIBIT A

PARCEL NO. 1

Township 5 South, Range 15, East of the Boise Meridian, Gooding County, Idaho

Section 27: E $\frac{1}{2}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$ EXCEPT a tract of land in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ described as follows:

Beginning at the Southwest corner of said SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence East 480 Feet;
Thence North 480 feet;
Thence West 480 feet;
Thence South 480 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 2

Township 5 South, Range 15, East of the Boise Meridian, Gooding County, Idaho

Section 27: NW $\frac{1}{4}$ SE $\frac{1}{4}$

PARCEL NO. 3

Township 5 South, Range 15, East of the Boise Meridian, Gooding County, Idaho

Section 26: SW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 27: SE $\frac{1}{4}$ NE $\frac{1}{4}$

TOGETHER will all hereditaments and appurtenances thereunto belonging, including, but not limited to, water right for 28 acres in American Falls Reservoir District No. 2.

PARCEL NO. 4

Township 5 South, Range 15, East of the Boise Meridian, Gooding County, Idaho

Section 26: NW $\frac{1}{4}$ SW $\frac{1}{4}$; S $\frac{1}{2}$ SW $\frac{1}{4}$

Section 35: That part of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ lying North of the Oregon Short Line Railroad right of way

Together with 122 shares of stock of the Big Wood Canal Company and together with all B.L.M. grazing rights and privileges appurtenant thereto.

PARCEL NO. 5

Township 6 South, Range 15, East of the Boise Meridian, Gooding County, Idaho

Section 4: Lot 2, EXCEPTING THEREFROM the following described parcel of land:

AJ0749NP
No. R37-11100

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

DATE: 08/17/98
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	DOROTHY BORNEMAN 2242 E 1700 S GOODING ID 83330 (208) 934-5098	06/01/1910	STOCKWATER DOMESTIC	01-01 12-31 01-01 12-31	0.02 CFS 0.04 CFS	
TOTAL DIVERSION:					0.04 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion: T06S R15E S04 NWSWNE

GOODING County

Place of use Legal Description for: STOCKWATER

				NE				NW				SW				SE			
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	
06S	15E	4	:			S	:											:	

Place of use Legal Description for: DOMESTIC

				NE				NW				SW				SE			
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	
06S	15E	4	:			D	:											:	

POU County: GOODING

Non-Irrigation Uses: 1 HOME

Other Rights: 37-0609, AF SUPP.

Conditions of Approval:

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

Remarks: EXP STOCKWATER 30 RANGE COWS
PARCEL NO. RP 06S15E041425

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

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

Audit: 08/17/98 SEGBERT

OK
2-8-99
KRC

AJ5856NP

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

DATE: SEP-5-1997
PAGE: A-60

RIGHT NUMBER: 37-11100

NAME & ADDRESS: KENNETH JAMES LEE
1959 E1550 S
GOODING ID 83330

*Frank & Dorothy Borneman Trust
2242 E, 1700 S
Gooding*

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

PRIORITY DATE: 06/01/1910

POINT OF DIVERSION: T06S R15E S04 ✓

NWSWNE ✓

Within GOODING County

PURPOSE AND

PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

STOCKWATER

01-01 12-31

0.02 CFS

DOMESTIC DOM/1, S/30 RGE. ✓

01-01 12-31

0.04 CFS

PLACE OF USE:

STOCKWATER

Within GOODING County

T06S R15E S04 ✓

SWNE ✓

DOMESTIC

Within GOODING County

T06S R15E S04 ✓

SWNE ✓

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE

RP06S15E041425

Verified by DL Date: 7-14-98

Verification Source: Computer map



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

July 28, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

FRANK & DOROTHY BORNEMAN
2242 E 1700 S
GOODING ID 83330

RE: Snake River Basin Adjudication (SRBA)
Notice of Claim to a Water Right No. A37-11100

Dear Claimant:

We have been advised you may be the present owner of the property with the water right referenced above.

Before we can modify our records to reflect your ownership of the water right referenced above, we need Form 42-248/42-1409(6) completed. This form is enclosed for your use. Please follow the instructions on the back of the form and return to my attention at this office by August 13, 1998.

Please call this office toll-free at 1-800-451-4129 if you have any questions.

Yours truly,

Sandy Egbert
Clerical Specialist

cc: Regional office

Enclosures: Form 42-248/42-1409(6)

Copy of No.A37-11100 water right filing

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

RECEIVED
 AUG 12 1998
 Department of Water Resources

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

1. Water Right or Adjudication Claim No(s): A37-11100
2. The following **REQUIRED** information must be submitted with this form:
 - A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - AND**
 - B. **PLAT OF PROPERTY** or **SURVEY MAP** for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
 - OR**
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency **AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant Kenneth James Lee
1959 E 1550 S
Gooding, ID 83330
4. New Owner/Claimant(s) Dorothy E. Borneman
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
 New Mailing Address 2242 E 1700 S
 City, State and ZIP Code Gooding, ID. 83330
 New Telephone Number (208) 934 5098
5. Date you acquired the property March 9, 1990
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
 Number of acres you irrigate _____ Number and type of stock _____
 Diversion rate in CFS _____ Number of homes _____ Other uses _____
 If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s) Dorothy E. Borneman
Dorothy E. Borneman
Frank A. Borneman
 Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign this form.
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims.

REAL ESTATE PURCHASE AND SALE AGREEMENT

(with Earnest Money Provision)

RE-21
Rev. 4-83

THIS CONTRACT CONTROLS THE TERMS OF SALE OF THE PROPERTY. READ CAREFULLY BEFORE SIGNING: IF ANY QUESTION, CONSULT YOUR ATTORNEY.

Damian LTD

Gooding, Idaho March 6, 1990

(hereinafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises" located in Gooding, Idaho, County of Gooding

State of Idaho, commonly known as Simis and Owens Farms

legally described as: Twp 05S R15E S33 SW1/4 of SE1/4 SE1/4 Twp 6S R15E S4 NE1/4 of NE1/4 SW1/4 of NE1/4 SE1/4 of NE1/4 with all applicable water rights

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HEREOF PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

1. TOTAL PURCHASE PRICE IS Two Hundred and Ninety Thousand Dollars DOLLARS (\$ 290,000.00) payable as follows:

- A. Earnest Money.
(a) Buyer hereby deposits and a receipt is hereby acknowledged of One Thousand Dollars (\$ 1,000.00) evidenced by: ☐ Cash, ☒ Personal Check, ☐ Cashiers Check, ☐ Note Due, or paid or delivered as earnest money in part payment of the purchase price for the premises.
(b) Earnest Money to be deposited in trust account upon acceptance by all parties.
(c) All Earnest Money shall be held by Land Title and Escrow, Inc. for the benefit of the parties hereto, and Land Title and Escrow, Inc. shall hold the completely executed broker's copy of this agreement.

B. Balance of purchase price to be paid as follows: To be paid in cash on closing date

2. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of Offer has been accepted. If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

3. Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. Any liens, encumbrances or defects which are to be discharged or assumed by Buyer or to which title is taken subject to (not otherwise set forth above) are: None, except normal and usual Title Company exceptions

4. The Seller shall, within a reasonable time after closing, furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises from a title insurance company showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a preliminary report or commitment made by a title insurance company showing the condition of the title to said premises. The parties agree that Land Title and Escrow, Inc. shall provide said title policy and preliminary report or commitment. It is agreed that if the title to said premises is not marketable, or cannot be made so within thirty (30) days after notice containing a written statement of defects is delivered or mailed to the Seller, or if the Seller, having approved said sale fails to consummate the same as herein agreed, such failure shall constitute a default and the Earnest Money shall be returned to the Buyer and Seller shall pay for the cost of title insurance, escrow and legal fees, if any. Buyer's acceptance of the Earnest Money does not constitute a waiver of other remedies available.

5. It is hereby agreed that the "closing agent" for this agreement shall be Land Title and Escrow, Inc.

Where not otherwise provided by law, the parties shall each pay one-half of said closing agent's fees. The closing date shall be March 9, 1990 is the broker responsible for the closing.

6. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale.

7. Seller shall deliver possession to Buyer on or before at date of closing, and taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on liens, loans or obligations assumed or taken subject to, and utilities shall be prorated as of date of closing, if applicable, except as follows: Seller shall bring property taxes current to January 1, 1990 prior to closing. Buyer shall pay for fuel in fuel tank, the amount to be determined by the supplier at Seller's expense.

8. The parties agree that this agreement contains the following additional terms and conditions: as stated on Attachment "B"

9. The following items of property now on the premises are specifically excluded from the sale: Any portable machinery or equipment not listed on Attachment "C"

The following items of personal property are specifically included in the sale: Sprinkler and pumping equipment listed on Attachment "C"

10. IMPORTANT: THE REVERSE OF THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS WHICH ALSO CONSTITUTE PART OF THE AGREEMENT. Each of the parties acknowledges reading this agreement in full.

Listing Agency: None

Selling Agency: None

BUYER: [Signature]
By: [Signature]
Date: 3/6/90
On this date, 3/6/90, I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller, and the undersigned Seller further agrees to pay a commission of 5% of selling price or DOLLARS (\$ 14,500.00) to the above named broker(s) for services.
I/We further acknowledge receipt of a true copy of this agreement with the complete legal description of the premises inserted and signed by both parties.
SELLER: [Signature]
By: [Signature]
Date: 3/6/90
On this date, 3/6/90, I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Buyer, and the undersigned Buyer further agrees to pay a commission of 5% of selling price or DOLLARS (\$ 14,500.00) to the above named broker(s) for services.
I/We further acknowledge receipt of a true copy of this agreement with the complete legal description of the premises inserted and signed by both parties.

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this 6th day of March, 1990.

STATE OF IDAHO)
County of Gooding) ss
On this 6th day of March, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared James Lee and Mary Ann Lee, known to me to be the person(s) who signed the foregoing instrument as Seller and acknowledged to me that they executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

BUYER'S COPY—with Seller's Acceptance

[Signature]
Notary Public for Idaho

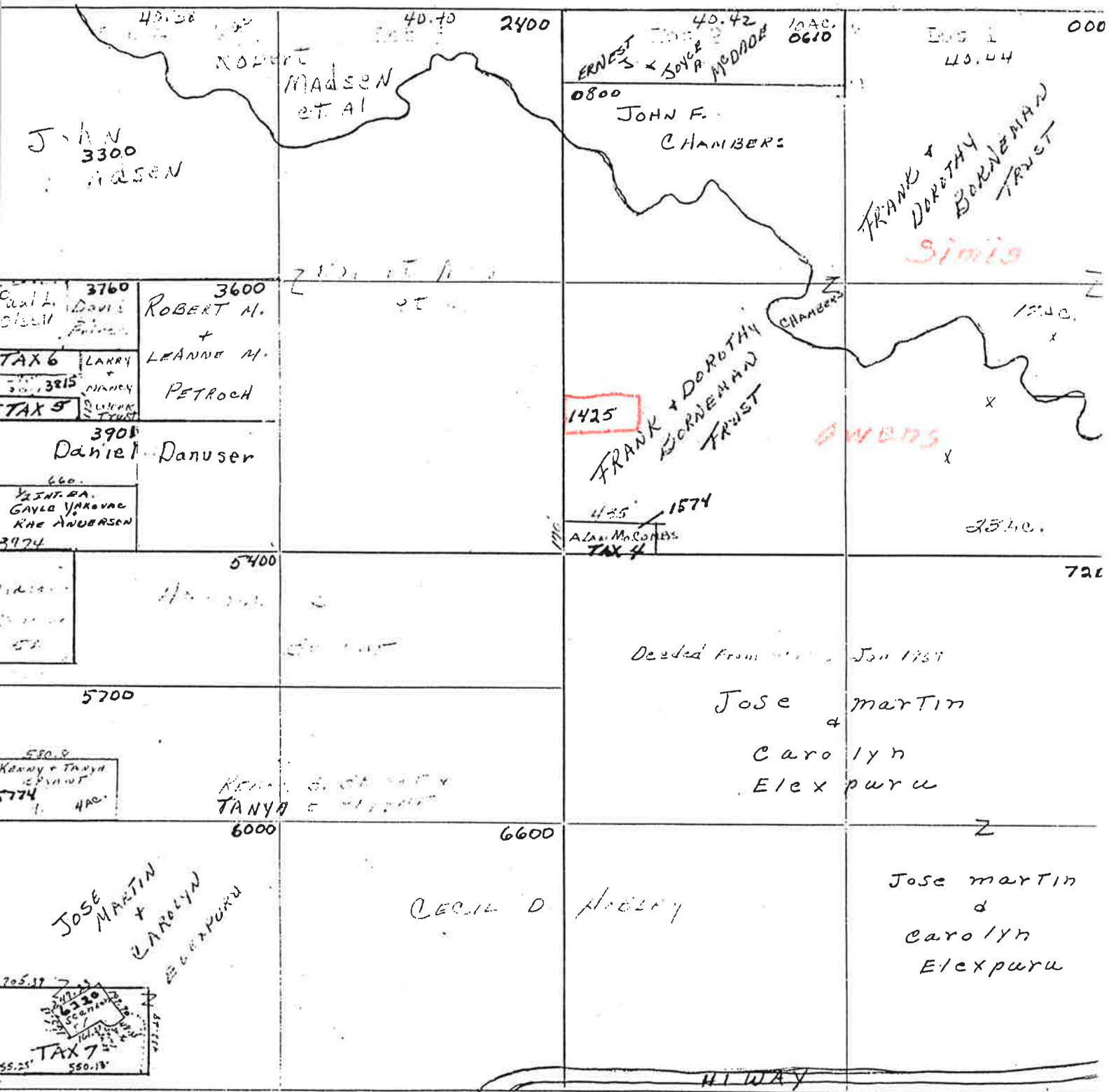
Residing at

①

Sec. 4 Twp. _____ Rng. 15 .
#33

065 15E 04

641.64



Tax 9
James C.
Aristonca
Scanlon

**FOR ASSESSMENT
USE ONLY**

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: A37-11100
Date Received: 8/25/1988
Receipt No: _____
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: KENNETH JAMES LEE 208-934-5018
Address: 1959 E.1550 S.
GOODING, ID 83330

2. Date of Priority: JUN 01, 1910

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
06S	15E	4	NW	SW	NE		GOODING

5. Description of diverting works:
6" X 190' WELL WITH 1 1/4 HP SUB. PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		
STOCKWATER	01/01	12/31	0.020		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
DOM/1, S/30 RGE.

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06S	15E	4	SW	NE		DOMEST	
			SW	NE		STOCK	

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Date: 08/25/88

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FEB 25 1993

11. Place of use in counties: GOODING

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

13. Other Water Rights Used:
37-0609, AF SUPP.

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: 1

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): *Kenneth James Lee* Date: *Aug 25 1988*
Date: _____

State of Idaho)
County of *Twin Falls*) ss.

Subscribed and sworn (or affirmed) before me this *25th* day

of *August* 19 *88*

Roxanne Storey
Notary Public

Seal

Residing at *Buhl, Id*

My Commission Expires *6-30-94*

④

A145
(25a)

T-36

53.5

SECRET.G.S.R.ISE

A 8.4 A274 (2520)

7-274

(70a)

~~A276~~
(253a)

T-59

54.8

34-8

15.3

63.4

45.0

G
23

AE13
(479a)
T-402

(479a)
T-402

1047

102.4

+67

r-10713

7-108

A73
(Z734)

12732 3724

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FEB 25 1993