

AJ5856NP

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

DATE: OCT-24-1997

PAGE: A-901

RIGHT NUMBER: 37-11664

NAME & ADDRESS: GRANT ELLSWORTH
BOX 246
CAREY ID 83320

o/c ✓ ct 12/98

PO

SOURCE: GROUNDWATER
SPRING

SPRING CREEK

QUANTITY: 0.1 CFS

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

PRIORITY DATE: 06/30/1930

POINT OF DIVERSION: T02N R21E S08

ok
SWNESE

ok
SESWSW

Within BLAINE County

PURPOSE AND

PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER	01-01 12-31	0.02 CFS
	DOMESTIC 3 HOMES	01-01 12-31	0.08 CFS

PLACE OF USE: STOCKWATER
T02N R21E S08

Within BLAINE County

ok
SWSW

DOMESTIC
T02N R21E S08

Within BLAINE County

ok
SWSW

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

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

D-29-98

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
PARCEL NO. 02N210084480
STOCKWATER, 10 BEEF CATTLE, 10 HORSES

Claim proofread by: BT

Date: 11-04

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: A37-11664
Date Received: 10/28/1988
Receipt No: S003332
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: ABC AGRA LLC
Address: PO BOX 378
JEROME ID

208-324-6644

83338

2. Date of Priority: JUN 30, 1930

3. Source: GROUNDWATER
SPRING

Trib. to:
SPRING CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
02N	21E	8	SW	NE	SW		BLAINE
			SE	SW	SW		BLAINE

5. Description of diverting works:

WELL, 400' DEEP, 6" CASING, DEVELOPED SPRING PIPED TO HOUSEHOLDS.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.080		
STOCKWATER	01/01	12/31	0.020		

7. Total Quantity Appropriated is:

0.100 C.F.S. (and/or) A.F.A.

8. Total consumptive use is

Acre Feet Per Annum.

9. Non-irrigation uses:

3 DOMESTIC HOUSEHOLDS, 10 HEAD BEEF CATTLE, 10 HORSES

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02N	21E	8	SW	SW		DOMEST	

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02N	21E	8	SW	SW		STOCK	

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:
NONE

14. Remarks:

THE SOURCE OF WATER SUPPLY FOR THIS CLAIM WAS FIRST A SPRING. THE
FLOW OF THE SPRING DECREASED AND A WELL WAS DRILLED TO
SUPPLEMENT THE WATER SUPPLY.

5-6-98: OWNERSHIP CHANGE ELLSWORTH TO ABC AGRA PER NOTICE REC'D
1-15-98 - VH

15. Basis of Claim: BENEFICIAL USE



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

May 6, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

ABC AGRA, LLC
PO Box 378
Jerome, Idaho 83338

RE: Snake River Basin Adjudication (SRBA)
Claim No.(s): A37-01139, A37-02007, A37-07006, A37-01051,
A37-01048A, A37-01005, A37-02247, A37-11664
Change of Ownership Notification

Dear Claimant(s):

We have been notified that you have purchased property with the above referenced Snake River Basin Adjudication claim(s), and our records have been changed, accordingly. EXHIBIT "B" of your Warranty Deed listed water right claim number 37-01139 twice, once with the correct diversion rate of 7.00 cfs, and once with a diversion rate of 1.40 cfs. Upon investigation, I found claim number 37-01005 in the name of Grant Ellsworth, appurtenant to your property, with the diversion rate of 1.40 cfs. I have changed the ownership of that claim to your name.

The enclosed copies are for your records, please review these documents for accuracy in all respects. If you have any questions, please contact me at this office.

Sincerely,

Vikie Hancock
S.R.B.A. Records Clerk

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

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 Number(s) SEE ATTACHED DESCRIPTION OF WATER RIGHTS
Adjudication Claim Number(s) A37- 01139 - 02062 - 07006 - 01051 - 01048A
- 01005 - 02247 - 11664 etc
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 on file with the county.)
OR
C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s) GRANT R. ELLSWORTH AND FERN S. ELLSWORTH
2550 EAST SOUTHERN AVENUE
MESA, ARIZONA 85204
4. New Owner/Claimant(s) ABC AGRA, LLC
Name connector (Check one): [] AND, [] OR, [] AND/OR
New Mailing Address P.O. BOX 378 JEROME, ID 83338

City, State and ZIP Code JAN 15 1998
New Telephone Number (208-324-6644 -

5. Date you acquired the property JANUARY 2, 1998

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 actually irrigated _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes _____ Other uses _____
cubic feet per second

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/Claimant(s) ABC AGRA, LLC
Steven L. Johnson, Mgr. Date 01/02/98

Date _____

8. (Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)
For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

Order No. 23463

WARRANTY DEED

FOR VALUE RECEIVED

GRANT R. ELLSWORTH and FERN S. ELLSWORTH AS TRUSTEES UNDER THAT REVOCABLE LIVING TRUST AGREEMENT DATED MAY 22, 1984

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

ABC AGRA, L.L.C., an Idaho Limited Liability Company

GRANTEE(s) whose address is: P.O. Box 378, Jerome, ID 83338-0378

the following described real property in Blaine County, Idaho, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A", AND BY THIS REFERENCE INCORPORATED HEREIN, TOGETHER WITH ALL WATER RIGHTS, WATER SHARES AND WATER PERMITS APPURTENANT THERETO, INCLUDING, BUT NOT NECESSARILY LIMITED TO THOSE WATER RIGHTS DESCRIBED IN EXHIBIT "B", ATTACHED HERETO, AND BY THIS REFERENCE INCORPORATED HEREIN, AND ALSO TOGETHER WITH ANY AND ALL GRAZING RIGHTS OF WHATSOEVER KIND OR NATURE OWNED BY THE GRANTORS, INCLUDING, BUT NOT NECESSARILY LIMITED TO BUREAU OF LAND MANAGEMENT AUM'S AND/OR STATE LEASES DESCRIBED IN EXHIBIT "C", ATTACHED HERETO, AND BY THIS REFERENCE INCORPORATED HEREIN.

Subject To: Taxes, easements established or of record, restrictions and encumbrances of record, rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit.

TO HAVE AND TO HOLD said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: December 24, 1997

Grant R. Ellsworth
GRANT R. ELLSWORTH, TRUSTEE

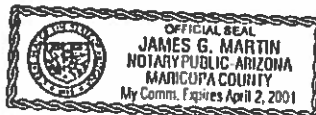
Fern S. Ellsworth
FERN S. ELLSWORTH, TRUSTEE

State of Arizona }
County of Maricopa } ss.

On this 24th day of December, 1997, in the year 1997, before me, the undersigned, personally appeared Grant R. Ellsworth and Fern S. Ellsworth, known or identified to me to be the person(s) whose name is/are subscribed to the within instrument as trustee(s) of the Revocable Living Trust Agreement dated May 22, 1984, and acknowledged to me that he/she/they executed the same as such trustee(s).

WITNESS my hand and official seal.

Notary Public
Commission Expires:



RECEIVED

JAN 15 1998

Department of Water Resources
Southern Region

EXHIBIT "A"

PARGEE

Township 2 North, Range 21 East, Boise Meridian, Blaine County, Idaho

- Section 6: E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, Lots 6 and 7
Section 7: NE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, Lot 1, NW $\frac{1}{4}$ NE $\frac{1}{4}$
Section 8: S $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$
Section 9: SW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 17: N $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$
Section 18: NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, Lots 1, 2, and 3

Township 2 North, Range 20 East, Boise Meridian, Blaine County, Idaho

- Section 1: SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 12: SE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 13: NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 14: S $\frac{1}{2}$ S $\frac{1}{2}$
Section 15: SE $\frac{1}{4}$ SE $\frac{1}{4}$

PARGEE

Township 2 North, Range 21 East, Boise Meridian, Blaine County, Idaho

Section 17: W $\frac{1}{2}$ SW $\frac{1}{4}$ Section 18: E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

EXCEPT that portion of the E $\frac{1}{2}$ SE $\frac{1}{4}$ described as follows:
COMMENCING at the East quarter corner of said Section 18;
THENCE South 35°16' West, 777 feet to the TRUE POINT OF BEGINNING;
THENCE South 31°20' East, 200 feet;
THENCE South 58°40' West, 435.60 feet;
THENCE North 31°20' West, 200 feet;
THENCE North 58°40' East, 435.60 feet to the TRUE POINT OF BEGINNING.

Section 19: N $\frac{1}{2}$ NE $\frac{1}{4}$ Section 20: NW $\frac{1}{4}$ NW $\frac{1}{4}$

READ AND APPROVED

READ AND APPROVED

EXHIBIT "B"

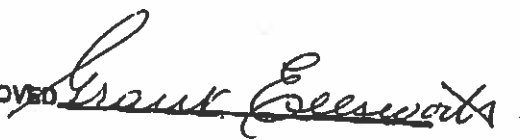
Ellsworth/ABC Agra, L.L.C.

- * 1. IDWR No. 37-1139 for 1.40 cfs with a priority date of 6/1/1919
2. IDWR No. 37-1051 for 2.00 cfs with a priority date of 4/1/1888
3. IDWR No. 37-1048A for 2.00 cfs with a priority date of 4/1/1884
4. IDWR No. 37-1139 for 7.00 cfs with a priority date of 6/1/1919
5. IDWR No. 37-2007 for .80 cfs with a priority date of 8/28/1904
6. IDWR No. 37-2247 for .50 cfs with a priority date of 8/22/1912
7. IDWR No. 37-7006 for 2.18 cfs with a priority date 12/18/1967
8. IDWR No. 37-11664 for .10 cfs with a priority date of 6/30/1930

Grantors represent and warrant that the water rights appurtenant to the real property described in the warranty deed, including, but not limited to the foregoing, are valid existing water rights that have been duly claimed in the Snake River Basin Adjudication, and that they are not subject to a claim of forfeiture or abandonment.

12239703.GDS/ky

READ AND APPROVED



READ AND APPROVED



Page (1)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
GRAZING APPLICATION
PREFERENCE SUMMARY

FOR BLM USE ONLY

FOR BLM USE ONLY

FOR BLM USE ONLY

State	I	D				
Office	0	5	5			
Operator Number	1	1	5	0	7	0
Date Filed						

ABC AGRA, LLC

Address (include street, city, State, and zip code)

STEVEN L. THORSON
FO BOX 378, JEROME ID 83338-0378

I hereby: (1) Offer the following ☒ land ☐ water as base property for a grazing preference on the public lands and/or other lands administered by the BLM, (2) certify that the base property listed is described correctly and the property meets the requirements of the grazing regulations (43 CFR 4110.2-1), and (3) concur with the attachment of the grazing preference by allotment.

[illegible]

Signature of Applicant

ABC AGRA, LLC BY: X

Date _____

x

Title 18, U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Instructions

Preference Summary: To be completed when new base properties are being offered in support of an application, or as the result of a transfer from existing base property. If transfer is for part of the preference, file a preference summary for remaining parts.

Request for Transfer: If this involves a transfer of preference from existing base property, transferor completes the request for transfer. (See Reverse)

Note: If water lease property, describe type of water, whether full or part-time, and number of livestock served. If part-time water, indicate period of year it is available for livestock use. Show preference by allotment. Attach additional sheets, as needed.

Public reporting burden for this form is estimated to vary from 10 minutes to 30 minutes per response, with an average of 15 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WFO-873), 1810 C Street, N.W., Washington, D.C. 20240, and the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington D.C. 20503.

(Continued on p. 44)

READ AND APPROVED

READ AND APPROVED

Page (2)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
GRAZING APPLICATION
GRAZING SCHEDULE

FORM APPROVED
OMB NO. 1064-0005
Expires: March 31, 1999

FOR DLM USE ONLY

Address (include street, city, State, and zip code)

PO BOX 378

~~FEROME ID A3338-0378~~

State					
Office					
Operator No.					
Schedule No.					
Billing Code.					
Special Bill Code.					

I hereby apply for the following grazing use on the public lands and/or other lands administered by the Bureau of Land Management

[illegible]

Show your recorded brands, earmarks, and warbles

Show reason for nonuse, if requested: ☐ conservation and protection of the public lands; ☐ annual fluctuation of livestock operations; ☐ financial or other reasons beyond control of the operator; or ☐ livestock disease or quarantine.

Signature

Date _____

Reason, for no/nouse: ☐ Approved ☐ Disapproved
(Decision Required)

Signature of Authorized Officer

Date _____

Title 18, U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.
(See terms and conditions on the reverse hereof)

HEAD AND APPROVED

READ AND APPROVED

STATE OF IDAHO
STATE LAND LEASE

LEASE NUMBER: G-7202

This lease agreement is made and entered into by and between the State of Idaho, acting by and through the State Board of Land Commissioners (lessor) and Ellsworth Farms (lessee)
Box 246 Carey ID
 (Address) (City) (State) (Zip)

This lease shall commence January 1, 1990 and terminate December 31, 1999.

The annual rent payment is due on MAY 1 of each year.

The lessor, in consideration of the rental paid and the covenants, conditions and restrictions hereinafter set forth, in attachment B, does hereby lease and demise unto the lessee the lands described in attachment A at the rates and uses specified herein; grazing 154.32 acres containing 13.00 AUMs, cropland .00 acres of dryland at .00 per acre, .00 acres irrigated land at .00 per acre and .00 acres of wasteland at .00 per acre, miscellaneous .00 per annum, or .00 premium bid.

IN WITNESS WHEREOF, The parties hereto have caused these presents to be duly executed the day and year first above written.

COUNTERSIGNED:

Pete T. Conarrusa
 Secretary of the State
Stanley F. Hamilton
 Director Department of Lands



Cecil D. Andrus
 President of the State Board of Land Commissioners
 and Governor of the State of Idaho

STATE OF IDAHO

COUNTY OF Ada

On this 4 day of January, in the year 1990 before me, a Notary Public in and for said State, personally appeared Cecil D. Andrus, known to me to be the president of the State Board of Land Commissioners of the State of Idaho and the Governor of the State of Idaho; and Pete T. Conarrusa, known to me to be the Secretary of the State of Idaho and Stanley F. Hamilton, known to me to be the Director, that executed the within instrument, and acknowledged to me that the State Board of Land Commissioners of the State of Idaho and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

Residing at Idaho City, Idaho, Commission expires 8-25-92 John B. Bengtson
 Notary Public for Idaho

***** L E S S E E *****

STATE OF ARIZ
IDAHO

X Grant Ellsworth (lessee)
 X Fern S. Ellsworth (lessee)

COUNTY OF ARIZONA

On this 16 day of DEC, in the year 1989, before me, a Notary Public in and for said State, personally appeared GRANT ELLSWORTH and FERN S. ELLSWORTH

known to me to be the lessee that executed the within instrument, and acknowledged to me that I hey executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

Residing at MESA, ARIZ Idaho, Commission expires 24 Oct 1993

James H. Taylor
 Notary Public for Idaho
ARIZ

STATE OF IDAHO
STATE LAND LEASE

page (4)

LEASE NUMBER: G-7202

PAGE 2

ATTACHMENT A

DESCRIPTION OF PROPERTY:

COUNTY	ACRES	SUBDIVISION DESCRIPTION	SEC.	TWP.	RGE.	ENDOW.
BLAINE	0.00	L3,4(N2NW),L5(SWNW),	6 00	2 N	21.0 E	PS
BLAINE	154.32	SE1/4	6 05	2 N	21.0 E	PS

STATE OF IDAHO
STATE LAND LEASE

Page (5)

Lease Number G-7202
Page 1 of 2ATTACHMENT B

This lease is made pursuant to the laws of the State of Idaho and the Rules and Regulations governing grazing leases and cropland leases, IDAPA 20.13.

1. USE OF LAND

The lands herein described shall be used for the purpose of grazing and farming as specified on the signature page; no other uses shall be made of these lands without the prior written approval of the lessor.

2. RECLASSIFICATION OF LAND USE

At the sole discretion of the lessor, lands under this lease may be reclassified in whole or in part for agricultural, commercial, homesite, or other purposes that would result in increased rentals to the lessor. For uses other than cropland or grazing the lands affected will be dropped from the lease.

3. RATE OF RENT — CHANGE OF RENT

Lessee agrees to pay to the lessor, in lawful money of the United States, each year's rent in advance, and prior to the legal possession of the property for such year, an annual rent for each acre of cropland and every AUM covered by this lease. The rent shall be payable on or before the date specified on the signature page. The lessor reserves the right to increase or decrease the annual rent, and the lessee will be notified six months in advance of the first payment of any increase.

4. RIGHT OF LESSOR TO SELL — APPRAISAL OF IMPROVEMENTS — APPROVAL OF IMPROVEMENTS REQUIRED

The lessor reserves the right to sell all or any portion of the land herein described and the lessee agrees to deliver immediate possession unless the lessee is to be permitted to harvest a growing crop. In such event, lessee shall have possession of only the land on which such crops are growing. The lessee will be notified of a scheduled sale at least thirty (30) days prior to sale date. When creditable improvements or growing crops are present, they will be appraised in accordance with Idaho Code, Section 58-313, by the lessor and the lessee will be paid for the improvements or crops by the purchaser on the day of sale; lessor's appraisal shall be conclusive.

Prior written approval of lessor is required to make permanent range improvements, construct permanent buildings, or clear the land for agricultural uses. Failure to secure such written approval shall constitute forfeiture of the value of such improvements in case of sale or lease conflict.

5. RENEWAL OF LEASE — APPRAISAL OF IMPROVEMENTS

If the lessee is not the successful bidder at the expiration of this lease then the value of improvements recognized in Section 4 above shall be paid by the successful bidder to the lessee prior to possession provided no delinquent rent is owed. Improvement payments shall be applied towards any rent due before being disbursed to lessee.

6. RELINQUISHMENT OF RIGHTS

The lessee agrees to relinquish possession of the leased premises upon breach of any of the conditions herein set forth, with all permanent improvements thereon in good order and condition when such breach results in cancellation or forfeiture of this lease.

7. TIMBER ON LAND UNDER LEASE — STATE FIRE LAWS

This lease is made subject to all present and future timber sale contracts. The lessor reserves the right to restrict or prohibit grazing use on all or portions of the land leased for timber management purposes. The lessee will be given one hundred eighty (180) days written notice, prior to turn out of livestock on the lands leased, of any such restrictions or termination of grazing use, together with a map of the restricted area. This lease does not authorize the lessee to cut any timber growing on the land leased; any unauthorized use of such timber by the lessee or with his knowledge or consent, shall work a forfeiture of his lease without notice, and said lessee shall be responsible for treble damages to said timber. Lessee is subject to the provisions of state fire laws except for fire protection charges.

8. MINERAL RESERVATIONS

This lease is subject to any mineral lease (including oil, gas and geothermal resource leases) that is now in force or effect or that may hereafter be granted on the lands or any part thereof included herein as provided by Title 47, Idaho Code; provided, however, when a mineral lease is granted after the granting of this lease, the mineral lessee shall give a good and sufficient bond to protect the lessee herein from all damage occasioned to the surface of the lands embraced in this lease, or improvements thereon, whether the damage is due to mineral extraction or rights-of-way or other activities incident to mineral extraction.

9. GRAZING REGULATIONS

For grazing use, the grazing period and the number of stock may be fixed and determined by the lessor. The grazing lessee shall furnish such information as may be required from time to time, to assist in determining the grazing period and number of stock to be grazed. A lessee may be required to participate in a resource management plan which includes all or part of the lands described herein. Any written agreement concerning a management plan will be a condition of this lease.

Where sheep are grazed on land included in this lease, they shall not be bedded more than two nights consecutively on the same bedding ground without prior approval of the lessor.

EXHIBIT "C"

page (6) Page 2 of 2

10. PAYMENTS OF TAXES AND WATER CHARGES

Unless otherwise provided, the lessee shall pay all water charges, assessments or taxes of whatsoever nature that may be legally levied or assessed against the land herein described, or any portion thereof, and if the same is not paid it shall constitute a lien in favor of the State of Idaho against all improvements or crops growing on said land.

11. SUBLEASING — ASSIGNMENT

The lessee shall not sublease any of the land embraced in this lease without prior written approval of lessor. The lessee shall not assign this lease except upon the written approval of the lessor on forms provided for that purpose, and only where the rent owing has been paid in full, except that if a rental extension has been granted, such extension shall be assumed by the assignee and if improvements exist, such will be purchased by the assignee.

12. RIGHT OF ENTRY AND INSPECTION — ABANDONMENT

The lessor reserves the right to enter upon land, or any portion thereof, during the term of this lease for the purpose of inspecting the property. Should any of the property covered by this lease be abandoned, or the lease cancelled or forfeited for any breach of condition herein contained, all improvements placed upon the property by the lessee shall remain a part of the realty and title thereto shall vest in the State of Idaho.

13. LESSOR PROTECTED AGAINST WASTE — NOXIOUS WEED CONTROL

The lessee shall use the property under this lease in such manner as will best protect the State of Idaho against loss or waste, and shall cooperate with the lessor or any other agency authorized to undertake programs for control or eradication of noxious weeds. The lessee shall take measures to control noxious weeds on the leased land in accordance with title 22, chapter 24, Idaho Code. Control of noxious weeds on state grazing lands shall be shared jointly by the lessee and lessor with the lessor's share subject to funds appropriated for that purpose.

14. FORFEITURE OF LEASE

In case the lessee fails to comply with any of the covenants, terms or conditions of this lease, the lessor may forfeit or cancel the lease upon ten days notice to the lessee and the lessee shall not, during the period of notice, remove any of the improvements or crops thereon, whether the crops have been harvested or not. The lessee shall, upon lease expiration, deliver immediate possession of the lands herein to the lessor without further notice or demand.

15. EASEMENTS

The lessor reserves the right to grant easements and rights-of-way across or upon the land described in this lease and to grant immediate possession thereof to the grantee of such easement. The lessor shall coordinate with the lessee before processing any easement applications on the leased land. The grantee of such easement shall, before exercising the same, pay to the lessee the reasonable value of the growing and immature crops and improvements, as determined by the lessor's appraisal; lessor's appraisal shall be conclusive. This lease is subject to any right-of-way or easement heretofore granted over the lands embraced by this lease.

16. PUBLIC USE

The lessee must allow the general public the right to use the lands described in the lease for outdoor recreation. However, nothing in this lease authorizes or purports to authorize trespass on private lands to reach state-owned lands. State lands shall not be restricted without prior written approval of the lessor. Grazing or cropland leases will not be considered exclusive use leases as described under Idaho Code, Section 36-1603.

17. WATER RIGHTS

The establishment of any water right or rights shall be by and for the lessor, and no claim thereto shall be made by the lessee; such rights shall attach to and become appurtenant to said land. The lessee shall not cause any water to be conveyed off the land without prior written approval of the lessor.

18. SEED HARVEST

The lessor reserves the right to harvest seed from plants on land not under a cropland lease. The lessor will coordinate the harvesting activities with lessee to minimize impacts on livestock operations.

19. ROAD CLOSURE

The lessor reserves the right to close roads for road protection, wildlife protection or administrative purposes. Planned road closures will be reviewed with lessee prior to action. The lessee will have the right to appeal to the Land Board decisions affecting his use.

20. LIABILITY

The lessee shall indemnify and hold harmless the lessor, its departments, agencies and employees for any and all claims, actions, damages, costs and expenses which may arise by reason of lessee's occupation of the leased premises, or the occupation of the leased premises by any of the lessee's agents, or by any person occupying the same with the lessee's permission.

21. BINDING ON HEIRS

All of the terms, covenants, and conditions of this lease shall be binding upon the heirs, executors and assigns of the lessee.

22. CIVIL RIGHTS

The lessee shall not discriminate against any person on the basis of such person's race, creed, color, sex, national origin or handicap.



January 14, 1998

Idaho Department of Water Resources
1341 Fillmore St. #200
Twin Falls, ID 83301-3380

RECEIVED

JAN 15 1998

Department of Water Resources
Southern Region

Re: Order No. 23463

Sections 6, 7, 8, 9, 17, 18 Township 2 North, Range 21 East
ABC Agra, L.L.C./Ellsworth

Dear Ladies and Gentlemen:

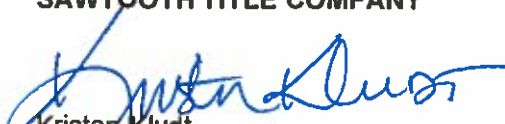
In connection with the above mentioned order, please find attached copies/originals of the following document(s):

<u> x </u>	Warranty Deed recorded as Instrument No. 409472.
<u> x </u>	Notice of Change of Water Right Ownership.

If you should have any questions or if I may be of further assistance, please do not hesitate to contact the undersigned.

Sincerely,

SAWTOOTH TITLE COMPANY


Kristen Kludt
Escrow Officer

kk

Attachment(s)

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: A37-11664
Date Received: 10/14/1988
Receipt No: 5003332
Received By: LW

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: GRANT ELLSWORTH 208-788-3125
Address: BOX 246
CAREY, ID 83320

2. Date of Priority: JUN 30, 1930

3. Source: GROUNDWATER Trib. to:
SPRING SPRING CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
02N	21E	8	SW	NE	SW		BLAINE
			SE	SW	SW		BLAINE

5. Description of diverting works:
WELL, 400' DEEP, 6" CASING, DEVELOPED SPRING PIPED TO HOUSEHOLDS.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.080		
STOCKWATER	01/01	12/31	0.020		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
3 DOMESTIC HOUSEHOLDS, 10 HEAD BEEF CATTLE, 10 HORSES

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
02N	21E	8	SW SW		DOMEST STOCK	

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:
NONE

14. Remarks:

THE SOURCE OF WATER SUPPLY FOR THIS CLAIM WAS FIRST A SPRING. THE FLOW OF THE SPRING DECREASED AND A WELL WAS DRILLED TO SUPPLEMENT THE WATER SUPPLY.

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s):

Grant R. Eekwold
Lem S. Ellsworth

Date: 10/17/88

Date: 10/17/88

ARIZONA
State of ~~Idaho~~

County of MARICOPA

)
) SS.
)

Subscribed and sworn (or affirmed) before me this 17th day

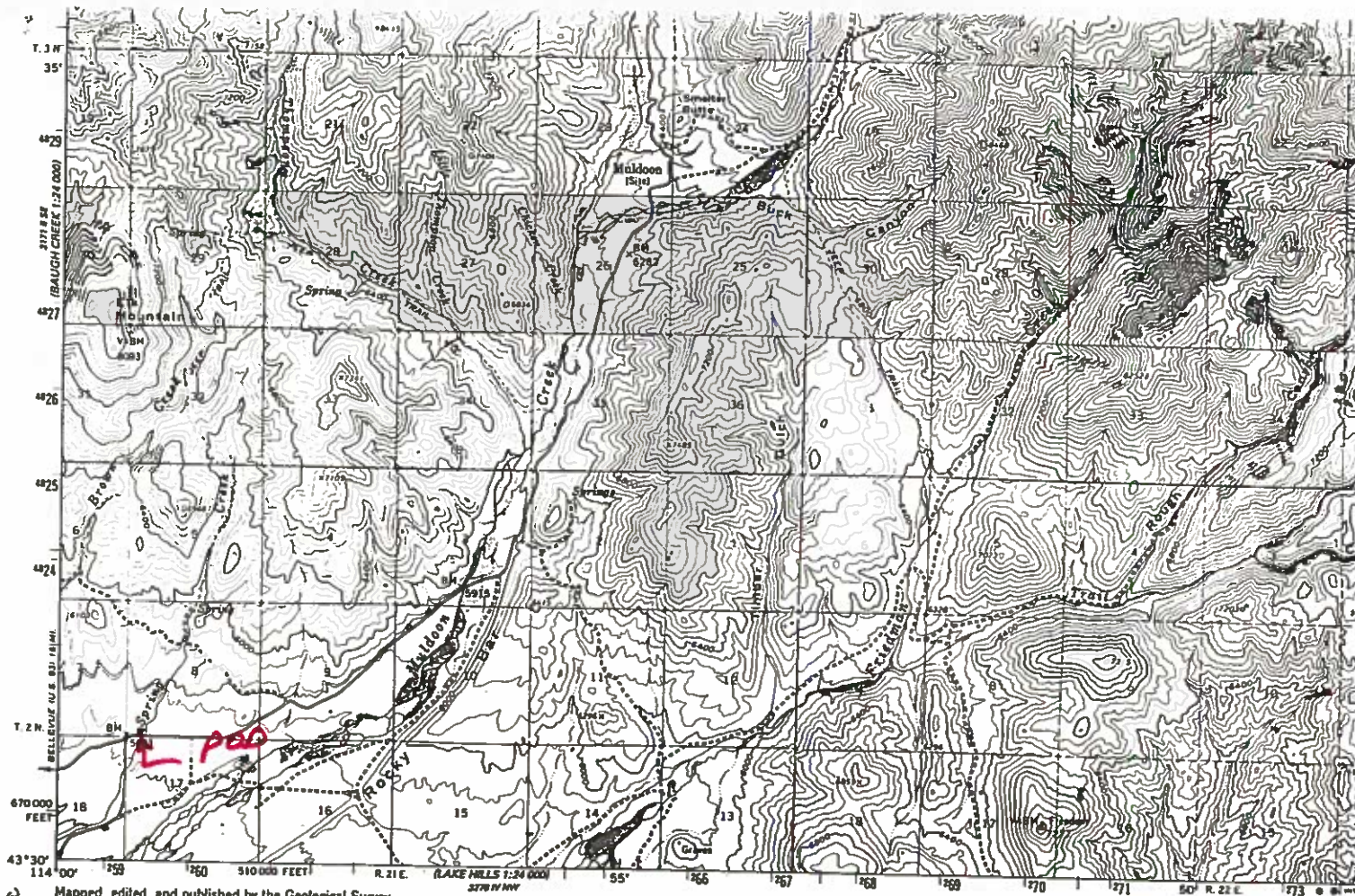
of October 19 88

Barbara B. Taylor
Notary Public

Seal

Residing at 2740 E. Southern Ave, Mesa Az

My Commission Expires 5/3/89



Mapped, edited, and published by the Geological Survey

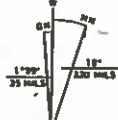
Control by USGS and USCAOS

Topography from aerial photographs by photogrammetric methods
Aerial photographs taken 1957. Field check 1960

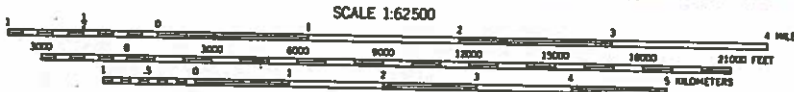
Polyconic projection. 1927 North American datum
10,000-foot grid based on Idaho coordinate system, central zone
1000-meter Universal Transverse Mercator grid ticks,
zone 12, shown in blue

To place on the predicted North American Datum 1983
move the projection lines 13 meters north and
71 meters east

There may be private inholdings within the boundaries of
the National or State reservations shown on this map
where omitted, land lines have not been established



UTM GRID AND 1983 MAGNETIC NORTH
DECLINATION AT CENTER OF SHEET



THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS
FOR SALE BY U.S. GEOLOGICAL SURVEY, DENVER, COLORADO 80225, OR RESTON, VIRGINIA 22092
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

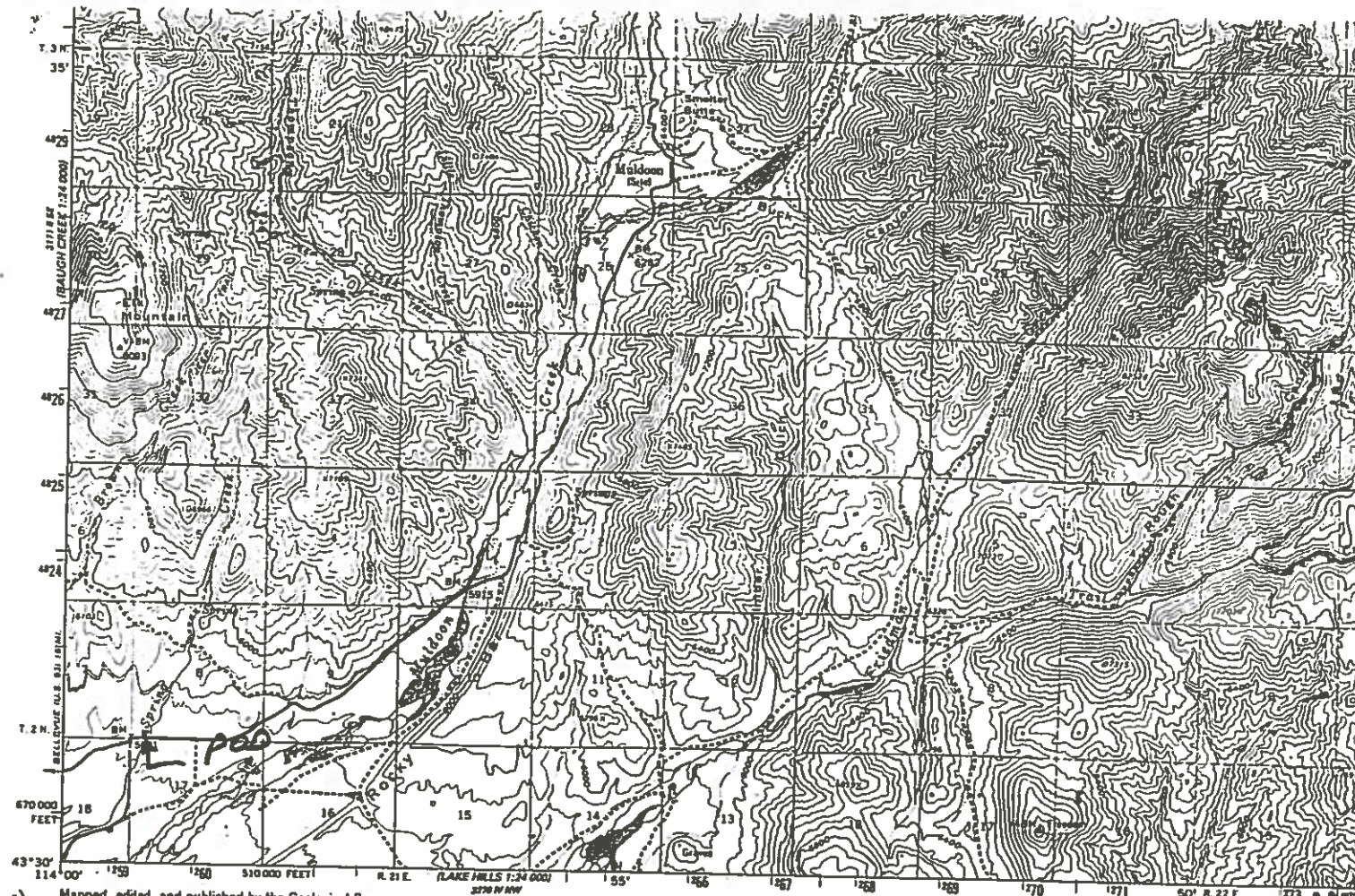


T2N R21E SECTION 8 SE SWSW

FEB 25 1993

MICROFILMED

517188
LITTLE WOOD (VER RES.)
1:24,000



Mapped, edited, and published by the Geological Survey

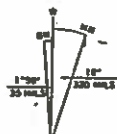
Control by USGS and USC&GS

Topography from aerial photographs by photogrammetric methods
Aerial photographs taken 1957. Field check 1960

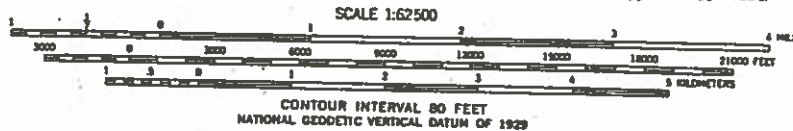
Polyconic projection. 1927 North American datum
10,000-foot grid based on Idaho coordinate system, central zone
1000-meter Universal Transverse Mercator grid ticks,
zone 12, shown in blue

To place on the predicted North American Datum 1983
move the projection lines 13 meters north and
71 meters east

There may be private inholdings within the boundaries of
the National or State reservations shown on this map
Where omitted, land lines have not been established



LITH GRID AND 1983 MAGNETIC NORTH
DECLINATION AT CENTER OF SHEET



THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS
FOR SALE BY U.S. GEOLOGICAL SURVEY, DENVER, COLORADO 80225, OR RESTON, VIRGINIA 22092
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST



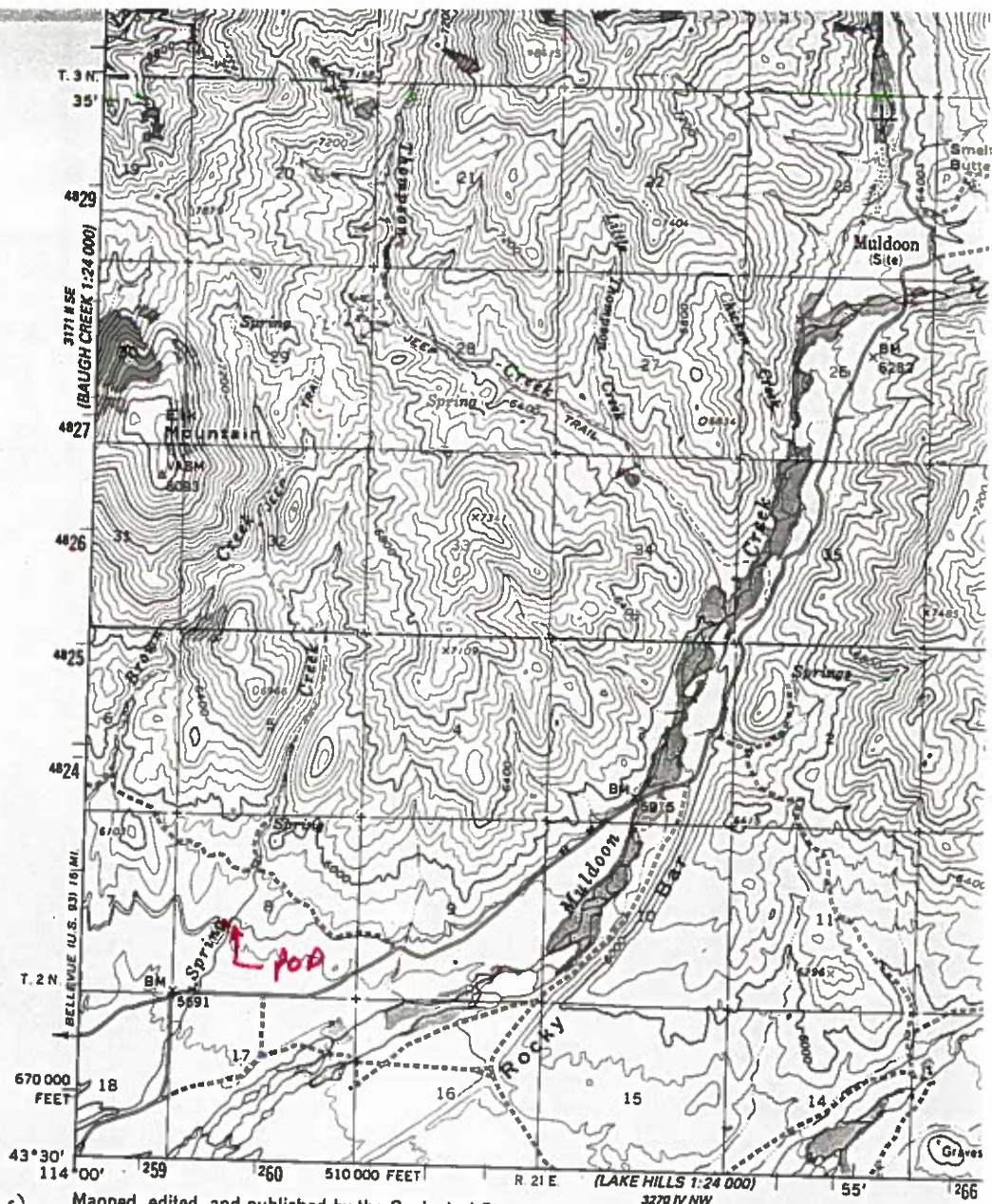
QUADRANGLE 11

T2N R21E SECTION 8 SE SWSW

MICROFILMED

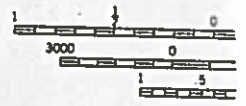
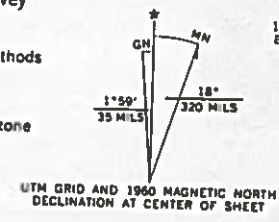
FEB 25 1993

31917M
1:62,500
1:62,500



3170 INE
(LITTLE WOOD RIVER RES.)
1:24 000

Mapped, edited, and published by the Geological Survey
Control by USGS and USC&GS
Topography from aerial photographs by photogrammetric methods
Aerial photographs taken 1957. Field check 1960
Polyconic projection. 1927 North American datum
10,000-foot grid based on Idaho coordinate system, central zone
1000-meter Universal Transverse Mercator grid ticks,
zone 12, shown in blue
To place on the predicted North American Datum 1983
move the projection lines 13 meters north and
71 meters east
There may be private inholdings within the boundaries of
the National or State reservations shown on this map
Where omitted, land lines have not been established



FOR SALE BY U. S
A FOI

T2N R21E
Section 8
SWNE SW

MICROFILMED
FEB 25 1993

WATER RIGHT NUMBER - A37-11664

PREFIX TRANSLATION: ADJUDICATION CLAIM

OLD (D) NUMBER -

+ - - - - - LAST NAME - - - - - +

+ - FIRST NAME - - +

+ - - - - - ADDRESS - - - - - +

*** C - CURRENT OWNER ***
ELLSWORTH

GRANT

1 - BOX 246

2 -

3 -

CITY- CAREY

STATE- ID ZIP- 83320

PHONE - 208-788-3125

+ - - PRIORITY DATE - - +
06/30/1930

+ - - - REGION - - - +
ERROR IN REGION

+ - - - STAGE - - - +
J - BENEFICIAL USE

+ - - - STATUS - - - - +

+ - - - - SOURCE - - - - - +
GROUNDWATER
SPRING

+ - - - - - TRIBUTARY - - - - - +

SPRING CREEK

[illegible]

02N	21E	8	SW NE SW	(13)	BLAINE
02N	21E	8	SE SW SW	(13)	BLAINE

CODE	DESCRIPTION	PERIOD FROM	PERIOD TO	WATER USE	DIVERSION RATE	DIVERSION VOLUME
1	1	1	1	1	1	1

43 - DOMESTIC	01/01	12/31	0.080
04 - STOCKWATER	01/01	12/31	0.020

+ - TOTAL DIV. RATE - +	+ - TOTAL DIV. VOLUME - +	+ - TOTAL DIV. CAPACITY - +	+ - TOTAL CONSUMPTIVE USE - +	+ - KW USAGE - +
0.100			0.0	

TWN	RNG	SEC	TRACT	LOT	ACRES	PLACE OF USE CODE	DESCRIPTION	COUNTY
-----	-----	-----	-------	-----	-------	----------------------	-------------	--------

02N	21E	8	SW SW	04	STOCKWATER	(13)	BLAINE
02N	21E	8	SW SW	43	DOMESTIC	(13)	BLAINE

+ - - DIVERSION MEANS - WELL, 400' DEEP, 6" CASING, DEVELOPED SPRING PIPED TO HOUSEHOLDS.

+ - - NON-IRRIGATION USE - 3 DOMESTIC HOUSEHOLDS, 10 HEAD BEEF CATTLE, 10 HORSES

+ - - OTHER RIGHTS FOR SAME USE - NONE

REMARKS
THE SOURCE OF WATER SUPPLY FOR THIS CLAIM WAS FIRST A SPRING. THE
FLOW OF THE SPRING DECREASED AND A WELL WAS DRILLED TO
SUPPLEMENT THE WATER SUPPLY.

+ - - - - - OLD WATER RIGHT NUMBERS - - - - - +
NO OLD WATER RIGHT NUMBERS FOUND.

1712 Mulloon Canyon Rd

MICROFILMED
OCT 25 1994

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT

CERTIFIED
MAR 23 1992
WATER EXAMINER