

06/05/2001

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommended Right Report

WATER RIGHT NO. 37-11910

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CYNTHIA MANN
Current Owner	GREGORY A MANN
	PO BOX 269
	BELLEVUE, ID 83313
	(208)788-4951
Directors Report Owner	CAROL J WOODBURY
Directors Report Owner	LYLE D WOODBURY
	STAR RT BOX 54
	DECLO, ID 83323
	(208)349-5591

Priority Date: 06/01/1945
Basis: Beneficial Use
Status: Active

Source Tributary to
GROUND WATER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
STOCKWATER	1/01	12/31	0.09 CFS		
DOMESTIC	1/01	12/31	0.04 CFS		
Total Diversion			0.09 CFS		

Location of Point(s) of Diversion:

GROUND WATER NWSENE Sec. 08 Township 01S Range 21E BLAINE County

Place(s) of use:

Place of Use Legal Description: STOCKWATER BLAINE County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
01S	21E	8		SENE										

Place of Use Legal Description: DOMESTIC BLAINE County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
01S	21E	8		SENE										

Conditions of Approval:

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

Remarks:

I. Explanatory PARCEL NO. 01S210082390A STOCKWATER, 400 HEAD

Dates:

Licensed Date:
Claim Received Date: 12/23/1988
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Decreed Date:
Date Filed with Court:
Objection Filed Date:
SF5 Filed:
Special Master Recom Signed Date:

Other Information:

Receipt Number(s): C004665
State or Federal: S
Owner Name Connector: AND
Water District Number:
Generic Max Rate per Acre:
Generic Max Volume per Acre:
Civil Case Number:
Old Case Number:
Decree Plaintiff:
Decree Defendant:
PresumptionFlag:
Notice of Error Flag:NONE RECEIVED
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Cary 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

June 5, 2001

GREGORY A MANN
CYNTHIA MANN
PO BOX 269
BELLEVUE ID 83313

RE: SRBA Claim(s) 37-197D, 37-198A, 37-1026A, 37-1135
Decreed Water Right 37-11910

Dear Mr. and Mrs. Mann:

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 record 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

enc.

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
MAY 30 2001
 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
<u>A37-11910</u>	_____	___	_____	_____	___
<u>A37-00197D</u>	_____	___	_____	_____	___
<u>A37-00198A</u>	_____	___	_____	_____	___
<u>A37-01026A</u>	_____	___	_____	_____	___
<u>A37-01135</u>	_____	___	_____	_____	___

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) JOHNNY M. & LYNN URRUTIA
716 E 300 S
JEROME, ID 83313
4. New Owner/Claimant(s) GREGORY A. MANN & CYNTHIA M. MANN
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address P.O. Box 269
Bellevue, ID 83313
- City, State and ZIP Code _____
- New Telephone Number (208) 788-4951
5. Date you acquired the property March 12, 2001

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) _____

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 <u>Hawthorn</u>	Date <u>6/1/01</u>	Fee <u>25.00</u>	
Received by <u>Hawthorn</u>	Date <u>6/1/01</u>	Receipt No. <u>5023997</u>	
Processed by <u>Hawthorn</u>	Date <u>6/5/01</u>	WR _____	Date _____

Order No. 27728

WARRANTY DEED

FOR VALUE RECEIVED and as relinquished property in an I.R.C. 1031 tax deferred exchange

JOHNNY M. URRUTIA and LYNN M. URRUTIA, husband and wife

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

GREGORY A. MANN and CYNTHIA M. MANN, husband and wife

GRANTEE(s) whose address is: P.O. Box 269, Bellevue, ID 83313

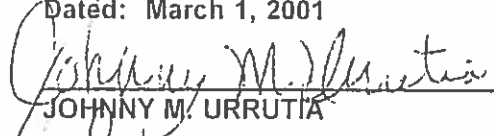
the following described real property in Blaine County, Idaho, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

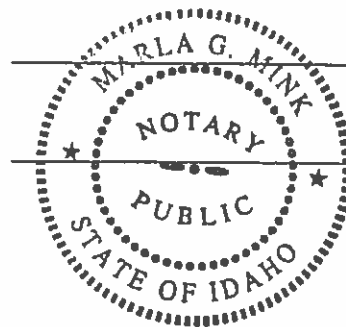
Subject To: Taxes, easements established or of record, restrictions and encumbrances of record, rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit.

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: March 1, 2001


JOHNNY M. URRUTIA

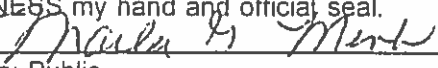
LYNN M. URRUTIA



State of Idaho }
County of Blaine } ss.
}

On this 5th day of March, in the year 2001, before me, the undersigned, personally appeared JOHNNY M. URRUTIA and LYNN M. URRUTIA, known or identified to me 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.

WITNESS my hand and official seal.


Notary Public

Commission Expires: 12/01/2006

Order No. 27728

LEGAL DESCRIPTION

EXHIBIT "A"

PARCEL I:

TOWNSHIP 1 NORTH, RANGE 21 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

SECTION 32: Lots 3, 5, 6, 7, SE1/4NW1/4, NE1/4SW1/4, S1/2NE1/4, N1/2SE1/4

AND

A parcel of land commencing at the Southeast corner of Lot 4, Section 32, Township 1 North, Range 21 E., B.M. and running North 89° 41' West 34 rods; thence North 74.52 rods to the North line of Lot 4; thence East 34 rods to the Northeast corner of Lot 4; thence South along the East line of Lot 4; thence South along the East line of Lot 4, 74.52 rods to the PLACE OF BEGINNING; and

A strip of land commencing at a point on the Southerly side line of Lot 4, Section 32, Township 1 North, Range 21 E., B.M., 34 rods West of the Southeast corner of said Lot 4; thence North 20 rods; thence West 24 rods; thence South 20 rods; thence South 89° 41' East 24 rods to the PLACE OF BEGINNING.

SECTION 33: N1/2NW1/4

TOWNSHIP 1 SOUTH, RANGE 21 ^{EAST}~~WEST~~ BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

SECTION 4: S1/2SW1/4

SECTION 5: S1/2SE1/4, SE1/4SW1/4, Lots 2 and 3

SECTION 8: N1/2NE1/4

AND

TOWNSHIP 1 SOUTH, RANGE 21 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

SECTION 8: A parcel of land located within a part of the S1/2NE1/4, more particularly described as follows:

BEGINNING at the Northeast corner of the SE1/4NE1/4 of Section 8, said corner marked by a 5/8" rebar which shall be the POINT OF BEGINNING; thence S. 00° 19' 44" E., along the east section line for a distance of 356.26 feet; thence S. 81° 58' 16" W. (S. 82° 40' W. rec.) for a distance of 456.60 feet (454.0 feet rec.); thence S. 07° 53' 53" E., for a distance of 30.00 feet to the centerline of a county road; thence S. 82° 23' 12" W. (S. 82° 40' W. rec.) along the centerline of a county road for a distance of 888.55 feet to a point on the west line of the SE1/4NE1/4; thence

CONTINUED



Order No. 27728

LEGAL DESCRIPTION, CONTINUED

S. 82° 23' 12" W., for a distance of 118.31 feet to a 3/4" rebar on the centerline of Blaine County Road Project No. RS-2814 (1) at STA 15+50.00; thence
N. 07° 42' 43" W., for a distance of 30.00 feet to a 5/8" rebar on the north right of way of said county road; thence
S. 82° 17' 17" W. (S82° 02' 56" W. rec) along said right of way for a distance of 172.94' to a 3/4" rebar; thence
continuing along said right of way along a tangent curve to the left for a distance of 170.47 feet said curve having a radius of 488.37 feet and a central angle of 20° 00' 00" and a long chord bearing of S. 72° 17' 17" W., for a distance of 169.61 feet; thence
S. 62° 17' 17" W. (S. 62° 02' 56" W. rec.) continuing along said right of way for a distance of 213.21 feet; thence
continuing along said right of way along a tangent curve to the right for a distance of 148.61 feet, said curve having a radius of 851.47 feet and a central angle of 10° 00' 00" a long chord bearing S. 67° 17' 17" W. for a distance of 148.42 feet; thence
S. 72° 17' 17" W. (S. 72° 02' 56" W. rec.) continuing along said right of way for a distance of 238.50; thence
N. 25° 37' 24" W. (N. 25° 02' W. rec.) for a distance of 10.47 feet to a 1/2" rebar; thence
N. 64° 06' 24" W. (N. 63° 31' W. rec.) for a distance of 352.96 feet (352.9 feet rec.) to the west line of the SW1/4NE1/4; thence
N. 00° 21' 31" W., along said line for a distance of 665.96 feet to a 5/8" rebar at the Northwest corner of the SW1/4NE1/4; thence
N. 89° 24' 12" E., along the north line of the SW1/4NE1/4 for a distance of the SW1/4NE1/4; thence
N. 89° 24' 12" E., along the north line of the SE1/4NE1/4 for a distance of 1,330.03 feet to the Northeast corner of the SW1/4NE1/4; thence
N. 89° 24' 12" E., along the north line of the SE1/4NE1/4 for a distance of 1,330.06 feet to the POINT OF BEGINNING. Subject to County road right of way along the South side and other easements or right of ways.

Together with all water, water rights, ditches and ditch rights, any permits, licenses, certificates or shares of stock evidencing any such water or ditch rights including, but not limited to, the following:

LITTLE WOOD RIVER IRRIGATION DISTRICT

441.2 acre/feet old reservoir water
720 acre/feet new reservoir water
3.5 shares I.WR Canal Stock
WR#37-1026-a 4-1-1888 35 inch
WR#37-0197-a 5-31-1884 71.75 inch
WR#37-0198 5-1-1893 74 inch
WR#37-1135 "floodwater" 5-1-1910 300 inch

Handwritten signature

37-11910

DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO

511 75

In Re SRBA) NOTICE OF COMPLETED
) ADMINISTRATIVE PROCEEDINGS
Case No. 39576)
) Water Right 37-11910

IDWR has completed the following Administrative Proceeding:

<u>1</u>	Change of Address
<u>X</u>	Substitution of Party
<u>1</u>	I.C. 42-222 Transfer

SUBSTITUTION OF PARTY

Does the change in "ownership" result in a splitting of the water right claimed? ☐ Yes ☒ No

If yes, does the split involve an I.C. 42-222 transfer? ☐ Yes ☐ No

Water Right(s): 37-11910

NOTICE OF COMPLETED
ADMINISTRATIVE PROCEEDING
4/21/1999

37-11910

PAGE 1

From (Claimant/Seller):

Name of Claimant: CAROL WOODBURY
LYLE D WOODBURY
Address: STAR RT BOX 54
DECLO ID 83323
Phone: (208) 349-5591

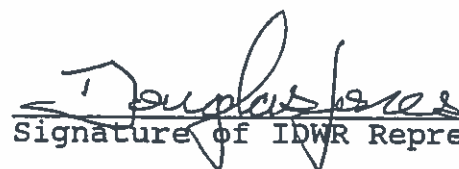
To (Claimant/Purchaser):

Name of Claimant: JOHNNY URRUTIA
LYNN URRUTIA
Address: 228 S 600 E
JEROME ID 83338
Phone: (208) 324-4802

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached Amended Director's Reports for said water rights. No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the Notice of Completed Administrative Transfer and Amended Director's Reports(s) on the claimant(s), prior claimants(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: 4/22/99


Signature of IDWR Representative

NOTICE OF COMPLETED
ADMINISTRATIVE PROCEEDING
4/21/1999

37-11910

PAGE

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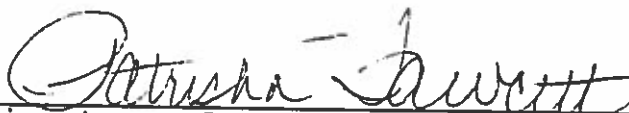
CERTIFICATE OF MAILING

I certify that on 4/21/99 I mailed the original
and copies of this form to the following persons, postage prepaid
and addressed as follows:

1. Original to:
Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
P.O. Box 2707
Twin Falls, Idaho 83303-2707
2. One Copy to:
Claimant/Seller for Substitution of Party or attorney of record:

CAROL WOODBURY
LYLE D WOODBURY
STAR RT BOX 54
DECLO ID 83323
3. One Copy to:
Claimant/Purchaser for Substitution of Party or attorney of record:

JOHNNY URRUTIA
LYNN URRUTIA
228 S 600 E
JEROME ID 83338
4. One Copy to:
Chief, Natural Resources Division
Office of the Attorney General
P.O. Box 44449
Boise, Idaho 83711-4449
5. One Copy to:
United States Dept. of Justice
Environment & Natural Resource Div.
550 West Fort Street, MSC 033
Boise, ID 83724



Signature of person or attorney mailing the form

AJ5856NP

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

DATE: APR-21-1999
PAGE: A-1

RIGHTS FROM: SOURCE: GROUNDWATER

RIGHT NUMBER: 37-11910

NAME & ADDRESS: JOHNNY URRUTIA
LYNN URRUTIA
228 S 600 E
JEROME ID 83338

SOURCE: GROUNDWATER

QUANTITY: 0.09 CFS

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

PRIORITY DATE: 06/01/1945

POINT OF DIVERSION: T01S R21E S08 NWSENE Within BLAINE County

PURPOSE AND

PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER	01-01 12-31	0.09 CFS
	DOMESTIC 2 HOMES	01-01 12-31	0.04 CFS

PLACE OF USE: STOCKWATER Within BLAINE County
T01S R21E S08 SENE

DOMESTIC Within BLAINE County
T01S R21E S08 SENE

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
PARCEL NO. 01S210082390A
STOCKWATER, 400 HEAD



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

April 26, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

JOHNNY URRUTIA
LYNN URRUTIA
228 S 600 E
JEROME ID 83338

RE: SRBA Claim(s) 37-11910

Dear Claimant:

Please find the enclosed copy of the Notice of Completed Administrative Proceeding which the department has filed with the SRBA Court regarding the above referenced claims. You have received this notice pursuant to SRBA Court Administrative Order 11 requiring IDWR to report to the court and interested parties any pending changes to adjudication claims in basins for which a Director's Report has been filed with the court.

Please contact this office if you have any questions about the notice or the administrative process.

Sincerely,

Trish Fawcett
Technical Records Specialist

/tf

cc: Lyle and Carol Woodbury

AJ0749NP
No. 37-11910

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

DATE: 04/19/99
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	JOHNNY URRUTIA	06/01/1945	STOCKWATER	01-01 12-31	0.09 CFS	
C	LYNN URRUTIA		DOMESTIC	01-01 12-31	0.04 CFS	
	228 S 600 E					
	JEROME ID 83338					
	(208) 324-4802			TOTAL DIVERSION:	0.09 CFS	

D CAROL WOODBURY
D LYLE D WOODBURY
STAR RT BOX 54
DECLO ID 83323
(208) 349-5591

Water Source: GROUNDWATER Tributary to: Stage: BENEFICIAL USE
Point(s) of Diversion: T01S R21E S08 NWSENE BLAINE County

Place of use Legal Description for: STOCKWATER

				NE				NW				SW				SE								
T	R	S	:	NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	
				Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	:
01S	21E	8	:					S	:					:					:					:

Place of use Legal Description for: DOMESTIC

				NE				NW				SW				SE								
T	R	S	:	NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	
				Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	:
01S	21E	8	:					D	:					:					:					:

POU County: BLAINE

Non-Irrigation Uses: 2 HOMES

Other Rights: NONE

Conditions of Approval:

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

Remarks: EXP PARCEL NO. 01S210082390A
STOCKWATER, 400 HEAD

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

Misc: Water District Number: Field Inspection Flag:

AJ0749NP
No. 37-11910

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

DATE: 04/19/99
PAGE: 2

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Comments: Date: 09/30/1997 User-ID: CORR3 Subject: COPIED FROM REMARKS
PARCEL NO. 01S210082390A
PROPERTY ALSO KNOWN AS 378 LITTLE WOOD RESERVOIR ROAD

Date: 04/19/1999 User-ID: JROBERTS Subject: OWNERSHIP CHANGE
OWNERSHIP CHANGE FROM WOODBURY TO URRUTIA. COPY OF WARRANTY DEED
SUBMITTED WITH FORM. 4/19/99 jr

Audit: 04/19/99 JROBERTS

MEMO TO FILE: A37-00197D, A37-00198A, A37-01026A, A37-01135, A37-02075,
and 37-11910

DATE: April 20, 1999

EMPLOYEE: Jeanie Robertson

RE: WOODBURY to URRUTIA Saga...

Lyle and Carol Woodbury sold some property to Johnny and Lynn Urrutia in August of 1996 and sent us an Ownership Change form with incomplete attachments. Trish wrote and requested a map, deed, etc. The Warranty Deed provided listed several other individuals along with Urrutias involved in the purchase, so they also sent us quitclaim deeds from all of them to the Urrutias, however, these quitclaims did not entirely match the original warranty deed. (Mr. Urrutia said that some property without water was also involved in the sale and the others quitclaimed all the property with water rights back to him but retained their share of the dry land.) The deed did not match the entire Place of Use on the claims, so I wrote to Mr. Woodbury with how I proposed to split the claims. I also talked to Kathy Peck from the Little Wood Irrigation District and she faxed me some information about how they were delivering the rights, which did not involve any splits. I asked her where she got that information but she wasn't sure... Finally Mr. Woodbury provided me with an addendum to the Purchase Agreement in which he specified the entire decreed rights from the Little Wood River were supposed to go to Urrutia. He said he was to keep the groundwater right - A37-02075. (That right is partially appurtenant to the property he sold to Urrutia. I told him it would be best to get a quitclaim from Urrutia for the part appurtenant to his land so Woodbury could transfer the entire right to his own property.)

There were also some discrepancies on the original claims regarding the Place of Use for Section 5, Township 01 South, Range 21 East. It is a small correction section, basically the south half of a section. The claims had identified acres in the north half but since there was no north half, I made the corrections during the ownership change process to match the warranty deed.



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

April 19, 1999

JOHNNY AND LYNN URRUTIA
228 S 600 E
JEROME ID 83338

Re: Ownership Change for Adjudication Claims #A37-00197D,
A37-00198A, A37-01026A, A37-01135,
& 37-11910 WOODBURY/URRUTIA

Dear Mr. and Mrs. Urrutia,

Pursuant to notification that you own the property to which the above referenced Adjudication Claims are appurtenant, the Department has changed the records of the current owner as you requested. Please find enclosed copies of the computer records of the claims noting the changes in claimant.

Your original Ownership Change form also requested that A37-02075, for "Unnamed Lakes" with a 1907 priority date, also be changed. Part of the land associated with that claim has been conveyed to you and part has been retained by the Woodburys. Mr. Woodbury indicated that that particular right was supposed to remain with him. I suggested he get a Quitclaim Deed from you for that claim. I will wait to change the ownership on that claim until I receive further direction from either you or Mr. Woodbury.

I also changed the ownership for 37-11910, a domestic and stockwater right already submitted to the court in a Director's Report. It is appurtenant to the property you purchased but was not mentioned on your ownership change form.

Please review the records and if you have any corrections or questions, feel free to call me at this office.

Sincerely,


Jeanie Robertson

Sr. Water Resource Agent

7 E C 1 1 1 E 1 D

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

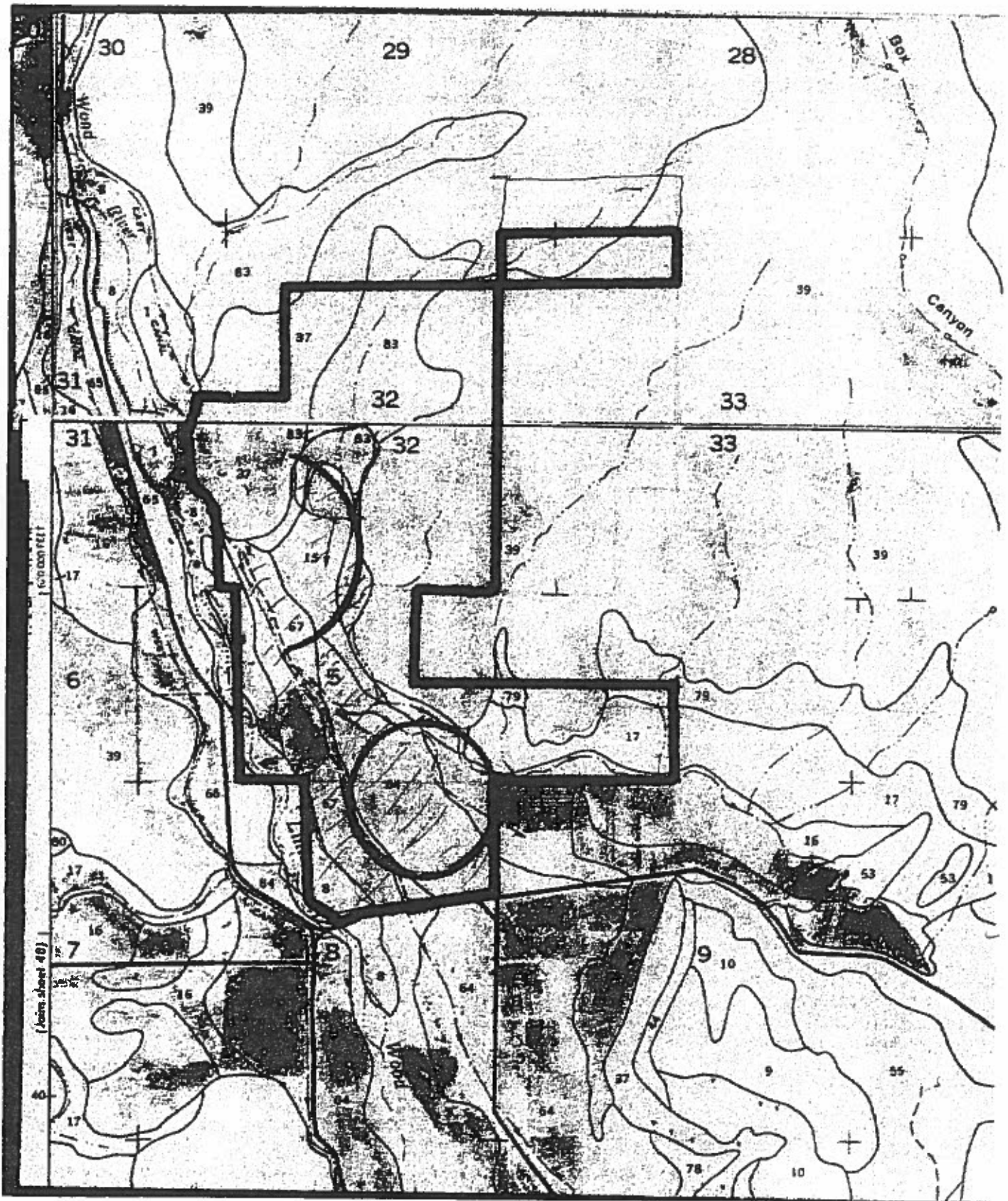
NOV 28 1997

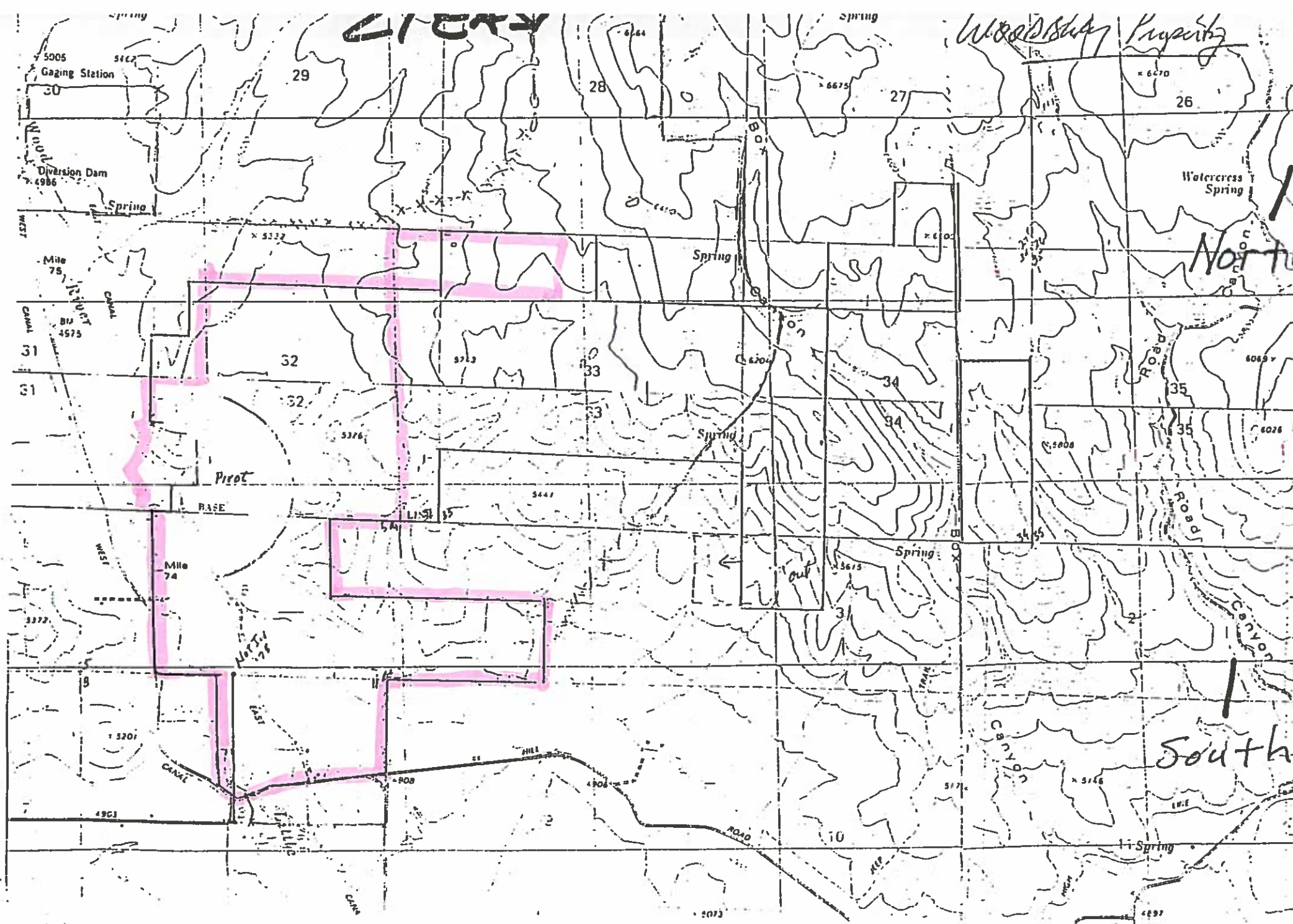
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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 No(s).: _____
Adjudication Claim No(s).: A37-00197D, 00198A, 01026A, 01135, 02075
2. The following REQUIRED information must be submitted with this form: 37-11910
 - 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: Lyle & Carol Woodbury
Star Rt Box 54, Declo, ID 83323
4. New Owner/Claimant(s): Johnny & Lynn Yruti
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address: 228 S 600 E
City, State and ZIP Code: Jerome, ID 83338
New Telephone Number: () 334-4802
- * 5. Date you acquired the property: Aug 15 1996
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): Johnny Yruti
(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

Urrutia Property





Kathy Peck

**LITTLE WOOD RIVER IRRIGATION DISTRICT
40278 N. MAIN
P.O. BOX 355
CAREY, ID. 83320-0355
208-823-4014**

November 20, 1997

The following is a list of water rights in the Little Wood River Irrigation District owned by Johnny Urrutia:

441.2 acre/feet old reservoir water

720 acre/feet new reservoir water

3.5 shares LWR Canal stock

WR#37-1026-a 4-1-1888 35 inch (.7 cfs)

WR#37-0197-a 5-31-1884 71.75 inch (1.435 cfs)

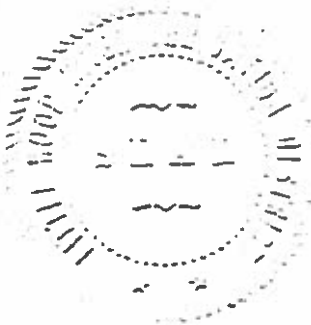
WR#37-0198 5-1-1893 74 inch (1.48 cfs)

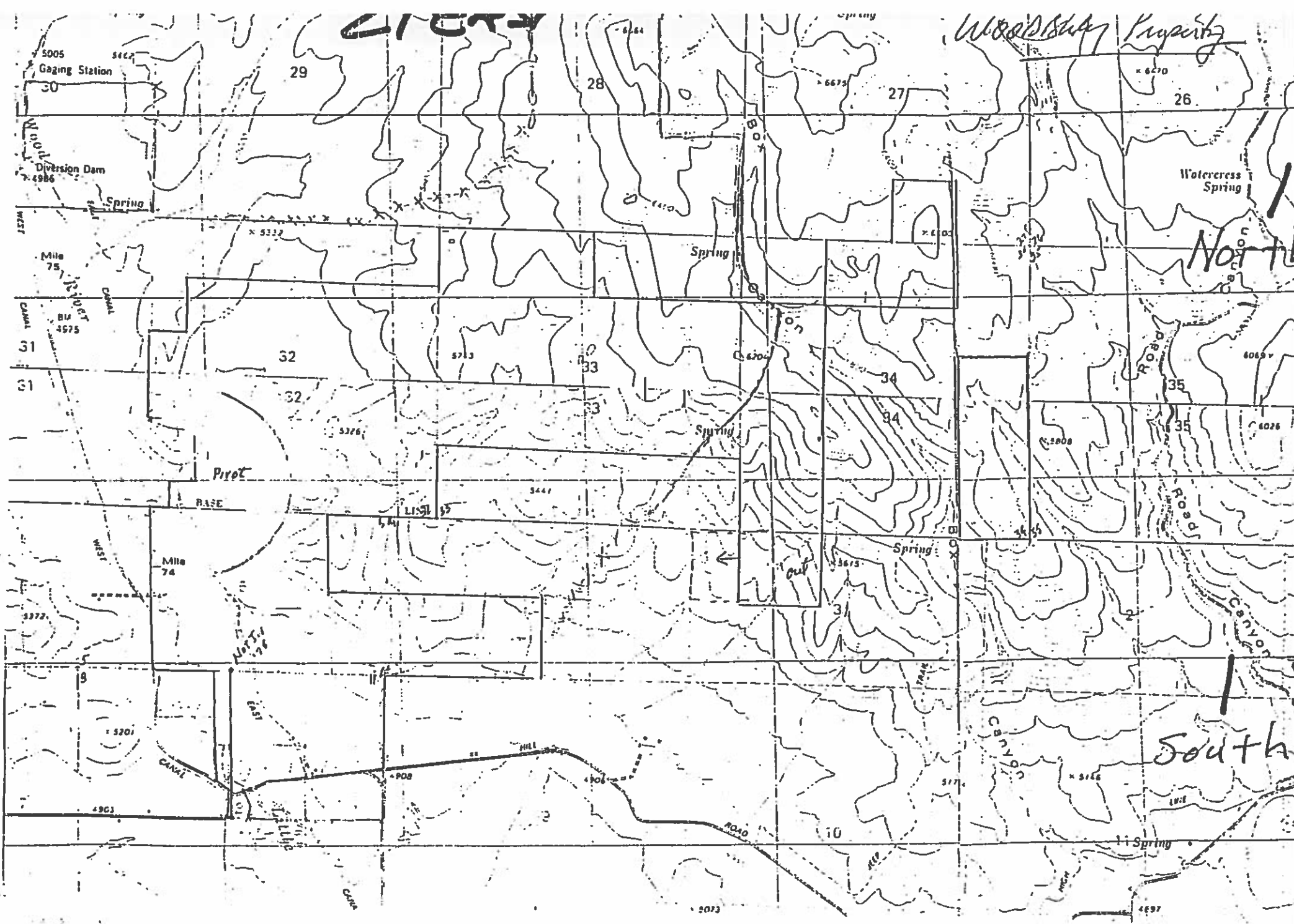
WR#37-1135 "floodwater" 5-1-1910 300 inch (6 cfs)

I certify that this information is true and correct as far as the information that this office has in its possession.

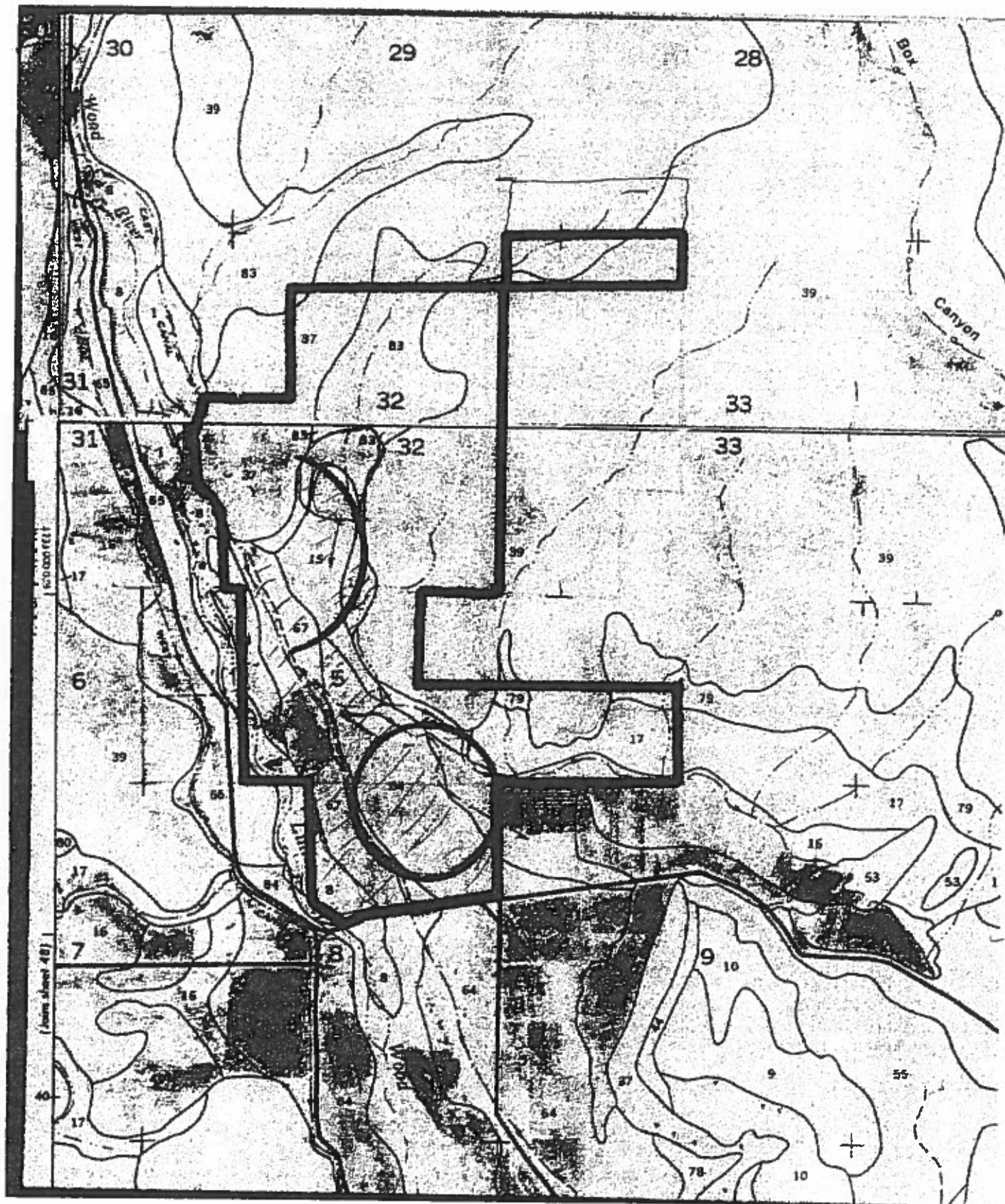
Kathi Peck

Kathi Peck, Secretary





Urrutia Property



OF ~~BLAINE COUNTY~~ 393358THIS DOCUMENT BEING RE-RECORDED
CORRECT LAST PAGE OF LEGAL DESC.

1996 AUG 20 P 3:35

393481

MARY GREEN, CLERK

WARRANTY DEED

FEES \$ 12.00

For Value Received, LYLE D. WOODBURY and CAROL D. WOODBURY, husband and wife, the Grantors, grant, bargain, sell, and convey to the Partnership of JOHNNY M. URRUTIA and LYNN M. URRUTIA, husband and wife, whose address is 25 North 160 East, Shoshone, Idaho 83352; DAVID A. ARTHURS and RUTH J. ARTHURS, husband and wife, whose address is 39 Horseshoe Circle, Jerome, Idaho 83338; and GEORGE C. LAW and JUDITH A. LAW, husband and wife, whose address is 225 Burma Road, Mountain Top, Pennsylvania 18707, the Grantees, all that real property in Blaine County, Idaho, and legally described as set forth on Schedule A attached hereto.

TO HAVE AND TO HOLD the premises, with their appurtenances to the Grantees and their heirs and assigns forever. The Grantors covenant to and with the Grantees, that the Grantors are the owners in fee simple of the premises; that they are free from all encumbrances except as described above and that Grantors will warrant and defend the same from all lawful claims whatsoever.

DATED August 15, 1996.

Lyle D. Woodbury
LYLE D. WOODBURY

Carol D. Woodbury
CAROL D. WOODBURY

STATE OF IDAHO)

County of: Blaine)

: ss.

On August 15, 1996, before me, a Notary Public in and for said State, personally appeared LYLE D. WOODBURY and CAROL D. WOODBURY, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



WARRANTY DEED

[Signature]
Notary Public for Idaho
Commission Expires: 6/6/97

Smith, Beck & Hodges
Attorneys At Law
210 Sixth Avenue East
Post Office Box 508
Twin Falls, Idaho 83303-0508

SCHEDULE A

Order Number: 96007625

LEGAL DESCRIPTION

Township 1 North, Range 21 E., B.M., Blaine County, Idaho

Section 27: SW1/4 SE1/4

Section 32: Lots 3, 5, 6, 7 SE1/4 NW1/4, NE1/4 SW1/4, S1/2 NE1/4, N1/2 SE1/4 and

A parcel of land commencing at the Southeast corner of Lot 4, Section 32, Township 1 North, Range 21 E., B.M., and running North 89°41' West 34 rods; THENCE North 74.52 rods to the North line of Lot 4; THENCE East 34 rods to the Northeast corner of Lot 4; THENCE South along the East line of Lot 4, 74.52 rods to the PLACE OF BEGINNING; and

A strip of land commencing at a point on the Southerly side line of Lot 4, Section 32, Township 1 North, Range 21 E., B.M., 34 rods West of the Southeast corner of said Lot 4; THENCE North 20 rods; THENCE West 24 rods; THENCE South 20 rods; THENCE South 89°41' East 24 rods to the PLACE OF BEGINNING.

Section 33: NW1/4, N1/2 SW1/4, S1/2 NE1/4, N1/2 SE1/4

Section 34: W1/2 SW1/4, E1/2 SE1/4, NE1/4 NW1/4, NW1/4 NE1/4, SW1/4 NW1/4

Township 1 South, Range 21 E., B.M., Blaine County, Idaho

Section 3: Lot 4

Section 4: S1/2 SW1/4

Section 5: S1/2 SE1/4, SE1/4 SW1/4, Lots 2 and 3

Section 8: N1/2 NE1/4

SE1/4 NE1/4, EXCEPT a tract of land in the SE1/4 NE1/4 described as follows:
BEGINNING at a point which is approximately 430.0 feet north and 16.0 feet

Continued on next page

Continuation of Schedule A - Legal Description
Order Number: 96007625

East of the Southeast corner of said SE1/4 NE1/4 Section 8, at Engineer's Station 188+49.2 of the center line of Highway S-2814(1) as same appears on map of said Highway on file in the office of the State Highway Engineer of Idaho; THENCE along a curve to the left having a radius of 379.26 feet for a distance of 616.6 feet; THENCE North 7°20' West 60.0 feet; THENCE North 82°40' East 454.0 feet, more or less, to the East line of said Section 8; THENCE South 0°22' West along said Section line 496.0 feet, more or less to the POINT OF BEGINNING.

ALSO EXCEPT a strip of land 30 feet wide in the SE1/4 NE1/4 Section 8, Township 1 South, Range 21 E., B.M., lying on the Southerly side of the following described center line of Highway S-2814(1) as same is shown on map of said Highway in the office of the State Highway Engineer of Idaho; BEGINNING at Engineer's Station 195+47.1 which is approximately 836.0 feet North and 447.0 feet West from the Southeast corner of said SE1/4 NE1/4 Section 8; THENCE South 82°40' West 927.9 feet, more or less, to the West line of said SE1/4 NE1/4 Section 9.

SW1/4 NE1/4 EXCEPT the following described tract:

BEGINNING at the Southwest corner of the SW1/4 NE1/4 of said Section 8 and running THENCE East 402.7 feet; THENCE North 18°16' East 199.3 feet; THENCE North 25°02' West 346.4 feet; THENCE North 64°31' West 352.9 feet, more or less, to the West side of the SW1/4 NE1/4 of Section 8; THENCE South 655 feet, more or less, to the point of beginning.

AND EXCEPT a parcel of land lying in the SW1/4 NE1/4 of Section 8, Township 1 South, Range 21 E., B.M., Blaine County, Idaho, and being more particularly described as follows:

BEGINNING at the Northwest corner of the NW1/4 NE1/4 of Section 8; THENCE South 0°41'18" East 2221.81 feet along the Westerly boundary of the said NE1/4 of Section 8 to a point on the Northerly right-of-way line of Blaine County Road Project No. RS-2814(1); THENCE Easterly along a curve to the left 231.75 feet, said curve having a central angle of 41°51'18", a radius of 317.25 feet, tangents of 122.86 feet and a long chord of 226.63 feet bearing South 87°01'25" East to a point of tangent; THENCE North 72°02'56" East 126.47 feet to the REAL POINT OF BEGINNING; THENCE continuing North 72°02'56" East 198.02 feet to a point of curve; THENCE Easterly along a curve to the left 148.61 feet, said curve having central angle of 10°00'00", a radius of 851.47 feet, tangents of 74.49 feet and a long chord of 148.42 feet bearing North 67°02'56" East to a point of tangent; THENCE North 62°02'56" East 213.21 feet to a point of curve; THENCE Easterly along a curve to the right 170.47 feet, said curve having a central angle of 20°00'00", a radius of 488.37 feet, tangents of 86.11 feet and a long chord of 169.61 feet bearing North 72°02'56" East to a point of tangent; THENCE North 82°02'56" East 172.94 feet to a point; THENCE South 7°57'04" East

Continued on next page

Continuation of Schedule A - Legal Description
Order Number: 96007625

60.00 feet to a point; THENCE South $82^{\circ}02'56''$ West 172.94 feet, to a point of curve; THENCE Westerly along a curve to the left 149.53 feet, said curve having a central angle of $20^{\circ}00'00''$, a radius of 428.37 feet, tangents of 75.53 feet and a long chord of 148.77 feet bearing South $72^{\circ}02'56''$ West to a point of tangent; THENCE South $62^{\circ}02'56''$ West 213.21 feet to a point of curve; THENCE Westerly along a curve to the right 159.08 feet, said curve having a central angle of $10^{\circ}00'00''$, a radius of 911.47 feet, tangents of 79.74 feet and a long chord of 158.88 feet bearing South $67^{\circ}02'56''$ West to a point of tangent; THENCE South $72^{\circ}02'56''$ West 189.83 feet to a point; THENCE North $25^{\circ}43'18''$ West 60.56 feet to the POINT OF BEGINNING except 0.395 acre assumed dedicated right of way.

ALSO EXCEPTING a 50.00 foot assumed dedicated right of way lying Northerly of the above described parcel of land.

ALSO EXCEPTING all of that portion of the S1/2 of the NE1/4 that lies south of the Carey Wood River Road.

This offer supercedes all other offers or Real Estate purchase and sale agreements and receipt for earnest money agreements.



REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

THIS IS A LEGALLY BINDING CONTRACT. BEFORE SIGNING, READ THE ENTIRE DOCUMENT, INCLUDING THE GENERAL PRINTED PROVISIONS AND ATTACHMENTS. IF YOU HAVE ANY QUESTIONS BEFORE SIGNING, CONSULT YOUR ATTORNEY OR ACCOUNTANT.

ID# 69667

DATE 6/11/96

1. AGENCY DISCLOSURE: At the time of signing this Agreement the agent working with the Buyer represented Seller the agent working with the Seller represented Seller. Each party signing this document confirms that prior to of agency was provided to him/her in this transaction. Each party to this transaction has read and understands the contents of the agency disclosure previously received.

Listing Agency Greater Valley Prop. MLS#

Selling Agency Mt. West Realty MLS#

Listing Agent Name Guy Arnell MLS#

Selling Agent Name Jack Hill MLS#

Phone # (208) 733-2121

Phone # (208) 678-4445

BUYER: Johnny M. Urrutia & Lynn M. Urrutia - JOINTLY

(Hereafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred commonly known as Woodbury Little Woodriver Ranch City Carey

County Blaine ID, Zip legally described as: See Exhibit "A" attached

2. TOTAL PURCHASE PRICE (NOT INCLUDING CLOSING COSTS): Three Hundred Seventy Five Thousand Nine \$ 375,000 payable upon the following TERMS AND CONDITIONS:

3. FINANCIAL TERMS:

A. EARNEST MONEY: Buyer hereby deposits 10,000 DOLLARS as evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note due ☐ other and acknowledged. Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by: ☒ Selling Broker ☐ other Koelean Lytle (Broker) shall hold the completely executed Broker's copy of The responsible Broker shall be Greater Valley Properties (Koelean Lytle Broker)

B. ADDITIONAL EARNEST MONEY placed in trust ☐ within day(s) from acceptance or ☐ by removal of all co

C. ALL CASH OFFER: ☐ YES ☐ NO If this is an all cash offer do not complete lines 29 through 60, fill blanks with

D. NEW LOAN PROCEEDS: This Agreement contingent upon Buyer obtaining: ☐ FHA ☐ VA ☐ CONVEN ☐ IHA ☐ OTHER

FIRST LOAN of \$ not including mortgage insurance, with interest not to exceed a period of year(s) at ☐ fixed rate ☐ other Buyer has day(s) to obtain loan commitment in writing. Buyer to use his/her good faith best efforts to obtain loan Buyer shall pay no more than point(s) plus origination fee if any. Seller shall pay no more than reduction in points shall first accrue to the benefit of the ☐ Buyer ☐ Seller ☐ Divided Equally. Buyer shall apply for business day(s) after Seller's acceptance of this Agreement. If an appraisal is required under Buyer's financing premises must appraise at no less than purchase price or Buyer's Earnest Money may be returned at Buyer's request.

E. EXISTING LOAN(S): This Agreement is contingent upon ☐ the Assumption of or ☐ Subject to the following loan

☐ FIRST LOAN of approximately \$ payable at \$ (including PI) per mon currently at % ☐ fixed rate ☐ other Assumption Fee, if any, not to ex

☐ SECOND LOAN of approximately \$ payable at \$ (including PI) per mon currently at % ☐ fixed rate ☐ other Assumption Fee, if any, not to ex

Seller shall within business day(s) of acceptance provide Buyer with copies of all notes and deeds of trust or m assumed or taken subject to. Within business day(s) of receipt thereof Buyer shall in writing notify Seller of hi or disapproval of such terms of the aforementioned documents. Seller shall furnish Buyer a current loan information sta above loan(s) within business day(s) of acceptance.

In the event of Assumption, Buyer shall use his/her best efforts to obtain the consent of the lender of record to assume the within business day(s) of acceptance, or waive this condition in writing. All charges related to such assumption: by the ☐ Buyer ☐ Seller ☐ Shared Equally.

☐ ASSUMPTION OF FHA/VA Loan with Release of Liability. Buyer shall assume Seller's potential indemnity liability to Government for the repayment of the loan. Buyer is also qualified and ☐ will or ☐ will not reinstate Seller's eligibility.

F. SELLER TO CARRY: ☐ FIRST LOAN ☐ SECOND LOAN ☐ OTHER LOAN.

Buyer to execute: ☐ a Contract for Deed or ☐ a note secured by a ☐ Deed of Trust or ☒ Mortgage on the property, in for the balance of \$ payable at \$ per month, or more, including interest at and with the entire balance due year(s) from date of note or contract for deed. The entire balance of loan is du upon sale or transfer of property: ☐ YES ☐ NO.

FINANCIAL STATEMENT: Within NA day(s) of acceptance, Buyer shall furnish Seller: ☐ a current financial statem ☐ credit report or ☐ both, for the sole purpose of credit approval, which approval shall not be unreasonably withheld. Bu Seller to engage the services of a reputable credit reporting agency for this purpose at Buyer's expense and Seller shall within NA day(s) of receipt of financial statement and/or credit report, of approval or disapproval of Buyer's credit in

G. ADDITIONAL FINANCIAL TERMS:

☐ Additional financial terms are specified under the heading "ADDITIONAL TERMS AND CONDITIONS" (Section 4).

☒ Additional financial terms are contained in an addendum of same date, attached hereto, signed by both parties.

H. CASH AT CLOSING: Cash at closing, not including closing costs, to be paid by Buyer at closing in GOOD FUNDS, w cash electronic transfer funds, certified check or cashier's check. Any net difference between the approximate balances of th above, which are to be assumed or taken subject to, and the actual balances of said loans at closing of escrow shall be ☐ Cash ☐ Other:

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 1 of 3 Pages.

Buyer's Initials Seller's Initials

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Copyright Ada County Association of REALTORS®, Inc. / Idaho Association of REALTORS®, Inc. All rights reserved.

ADDRESS: Woodbury Title Woodriver Ranch Carey, ID ID#: 69667

1. **FHA / VA.** If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, Buyer shall not be obligated to complete the purchase of the property described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless Buyer has given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration Direct Endorsement lender setting forth the appraised value of the property of not less than the sales price as stated in the contract. Buyer have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD not warrant the value or the condition of the property. Buyer should satisfy himself/herself that the price and condition of the property are acceptable. It is agreed that any item included in section 5 is of nominal value less than \$100.

ADDITIONAL TERMS AND/OR CONDITIONS: See addendum

ITEMS INCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the property are **INCLUDED IN THE PURCHASE PRICE** (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all attached floor coverings, attached television antennae, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm wind storm doors, window coverings, garage door opener(s) and NA transmitter(s), exterior trees, plants or shrubbery, water heating apparatus: fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built-in and "drop-in" ranges (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, and any and all, if any, water and water rights, and any and all, if any, ditches and ditch rights are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided here. The following additional items are specifically included in this sale: BIM Permits on Hide away & Laid Law
Park - permanent water rights from Little Wood River Irrigation District. See addendum

ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: All personal property belonging to seller or tenant.

SELLER'S PROPERTY DISCLOSURE FORM: If required by Title 55, Chapter 25 Idaho Code Seller shall within ten (10) days after execution of this Agreement provide to Buyer "Seller's Property Disclosure Form" or other acceptable form.

Buyer has received the "Seller's Property Disclosure Form" or other acceptable form prior to signing this Agreement: ☐ Yes ☒ No.

INSPECTION: Buyer's acceptance of the condition of the property is a contingency of this Agreement. Buyer shall have the right to conduct inspections, investigations, tests, surveys and other studies ("inspections") at Buyer's expense. Buyer shall, within business days complete these inspections and give to Seller written notice of items disapproved of. Buyer is strongly advised to exercise these rights and to retain Buyer's own selection of professionals with appropriate qualifications to conduct inspections of the entire property.

SATISFACTION / REMOVAL OF INSPECTION CONTINGENCIES:

1. If Buyer does not within the strict time period specified give to Seller written notice of items disapproved of, Buyer shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which Seller has otherwise agreed in writing to repair or correct.

2. If Buyer does within the strict time period specified give to Seller written notice of items disapproved of, Buyer shall provide to Seller pertinent section(s) of written home inspection. Seller shall have NA business day(s) in which to respond in writing.

3. If Seller's response indicates that the Seller is unwilling or unable to repair or correct any items disapproved of by Buyer, or if Seller does respond within the strict time period specified, Buyer shall have NA business day(s) (after receipt of Seller's response, or after the expiration of the time for Seller to respond, whichever occurs first) to cancel this Agreement in writing.

4. If Buyer does not give such written notice of cancellation within the strict time periods specified, Buyer shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which Seller has otherwise agreed in writing to repair or correct.

Seller shall make the property available for all inspections. Buyer shall keep the property free and clear of liens; indemnify and hold Seller harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made on any governmental building or zoning inspector or government employee without the prior consent of Seller, unless required by local law.

FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final inspection of the property approximately days prior to close of escrow, not as a contingency of the sale, but solely to confirm that: (a) repairs have been completed as agreed in writing by Buyer and Seller, (b) Seller has complied with Seller's other obligations, and (c) the property is otherwise in substantially the same condition as on the date of acceptance of the offer, unless otherwise agreed in writing.

OCCUPANCY: Buyer ☐ does ☒ does not intend to occupy property as Buyer's primary residence.

COSTS PAID BY: Costs in addition to those listed below may be incurred by Buyer and Seller. Unless otherwise agreed herein, or provided by law or required by lender, Buyer shall purchase Seller's reserve account if loan assumption. If required by lender or otherwise stated herein, the below cost will be paid as indicated. Some costs are subject to loan program requirements.

APPRaisal Fee	<u>NA</u>	LENDER INSPECTION	<u>NA</u>	TITLE INSUR STAND POL	<u>SR</u>	SURVEY	<u>NA</u>
LOAN ASSUMPTION	<u>NA</u>	LENDER REPAIRS	<u>NA</u>	TITLE INSUR EXTEND POL	<u>NA</u>	TAX SERVICE FEE	<u>NA</u>
WELL INSPECTION	<u>NA</u>	INSPECTION REPAIRS	<u>NA</u>	CLOSING ESCROW FEE	<u>SE</u>	LONG TERM ESCROW:	<u>NA</u>
SEWER INSPECTION	<u>NA</u>	DOCUMENT PREPARATION	<u>SE</u>	FLOOD TRACKING FEE	<u>NA</u>	SET-UP FEE	<u>SE</u>
SEPTIC INSPECTION	<u>NA</u>	CONTRACT PREPARATION	<u>SE</u>	FLOOD CERTIFIC. FEE	<u>NA</u>	ANNUAL / MONTH	<u>Annual</u>

CODE FOR BLANKS ABOVE: SELLER = SR BUYER = BR SHARE EQUALLY = SE NOT APPLICABLE = NA

Cost of lender or inspection repairs (not including inspection fees) not to exceed \$ NA

TITLE CONVEYANCE: 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 any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller must be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by Buyer or to which title is taken subject to, exist unless otherwise specified in this Agreement.

ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings, which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, Buyer and Seller agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await a proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value in a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 2 of 3 Pages.

Buyer's Initials [Signature] Seller's Initials [Signature]

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55 R.E.21 Revised - 6/95

BROKER'S COPY

CITY ADDRESS: Woodbury Little Woodriver Ranch Carey, ID #: 69667

15. **TITLE INSURANCE:** Seller shall within a reasonable time after closing furnish to Buyer a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement discharged or assumed by Buyer. Prior to closing the transaction, Seller shall furnish to Buyer a commitment of a title insurance policy as the condition of the title to said premises. Buyer shall have 5 business day(s) from receipt of the commitment or until twenty-four (24) prior to closing, whichever is the less, within which to object in writing to the condition of the title as set forth in the commitment. If Buyer does so object, Buyer shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable cannot be made so within 5 business day(s) after notice containing a written statement of defect is delivered to Seller, Buyer's Money deposit will be returned to Buyer and Seller shall pay for the cost of title insurance, escrow and legal fees, if any. The parties agree to use Blaine Co. Title Co. Title Company shall provide title policy and preliminary report of commitment.
16. **EXTENDED COVERAGE TITLE POLICY:** A standard policy of title insurance does not cover certain potential problems or risks such as (i.e., a legal claim against premises for payment of some debt or obligation), boundary disputes, claims of easement and other matters of which they are not of public record at time of closing. However, under Idaho law, such potential claims against the premises may have become obligations before the purchase of the home and yet may not be of public record until after the purchase. It is recommended that Buyer title insurance company about what it offers in the way of extended coverage. Extended Coverage Title Policy requested ☐ Yes or ☒ No. Ad premium paid by NA.
17. **DEFAULT:** If Buyer defaults in the performance of this Agreement, Seller has the option: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which Seller may be entitled. If Seller elects to proceed under (1), Seller shall make demand on the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by Seller's Broker on of Seller and Buyer related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to Seller and one-half to Seller's Broker, provided the amount to be paid to Seller's Broker shall not exceed the Broker's agreed to commission. Seller and Buyer specifically acknowledge and that if Seller elects to accept the Earnest Money as liquidated damages, such shall be Seller's sole and exclusive remedy, and such shall be considered a penalty or forfeiture. If Seller elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by Seller's Broker on behalf of Seller and Buyer related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution matter. If Seller defaults, having approved said sale and fails to consummate the same as herein agreed, Buyer's Earnest Money deposit shall be returned to him/her and Seller shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fee, attorney's fees, if any. This shall not be considered as a waiver by Buyer of any other lawful right or remedy to which Buyer may be entitled.
18. **RISK OF LOSS:** Prior to closing of this sale, all risk of loss shall remain with Seller. In addition, should the premises be materially damaged by fire or other destructive cause prior to closing, this Agreement shall be voidable at the option of Buyer.
19. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and which shall together constitute one and the same instrument.
20. **ENTIRE AGREEMENT:** This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes prior Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agree or representations not expressly set forth herein shall be binding upon either party.
21. **FACSIMILE TRANSMISSION:** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile transmission signatures by signing an original document.
22. **SALES PRICE INFORMATION:** The parties to this Agreement acknowledge that sales price information compiled as a result of this Agreement may be provided to the County Assessor's Office by either party or by either party's Broker.
23. **BUSINESS DAY:** Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined in Idaho Code, Section 67-2.
24. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**
25. **ACCEPTANCE:** Buyer's offer is made subject to the acceptance of Seller on or before (Date) 6/13/96 and (Time) 5:00 p.m. If Seller does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.
26. **CLOSING:** On or before the closing date, Buyer and Seller shall deposit with the closing agency all funds and instruments necessary to consummate the transaction. The closing date shall be no later than August 1, 1996. The parties agree that the 'closing agency' for this transaction shall be Blaine Co. Title Co. If a long-term escrow / collection is involved, then the long-term escrow holder shall be Blaine Co. Title Co.
27. **POSSESSION:** Buyer shall be entitled to possession ☒ upon closing or ☐ other _____. "Closing" means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller. Property taxes and assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and unpaid shall be pro-rated as of 96 pd. by buyers. Buyer shall pay for fuel in tank, amount to be determined by the supplier at Seller's expense.
28. **NOTARY PUBLIC:** It is recommended signatures be notarized with a notary statement attached hereto.
29. **SIGNATURES:**

☒ SEE ATTACHED BUYER'S ADDENDUM(S): 2 (Specify number of Buyer addendum(s) attached.)

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 3 of 3 Pages.

Buyer Signature <u>Johnny L. Larrutia</u>	Buyer Signature <u>Carol Woodbury</u>
Buyer (Print Name) <u>Johnny Larrutia</u>	Buyer (Print Name) <u>Carol Woodbury</u>
Date <u>6-11-96</u> Time <u>3:20</u> Phone # <u>886-2798</u>	Date <u>6-11-96</u> Time <u>3:20</u> Phone # <u>886-2798</u>
Address <u>25N 160E</u>	Address <u>25N 160E</u>
City <u>Shoshone</u> State <u>ID</u> Zip <u>83352</u>	City <u>Shoshone</u> State <u>ID</u> Zip <u>83352</u>

On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the Seller. I/We further acknowledge receipt of a true copy of this Agreement signed by both parties.

☒ SIGNATURE(S) SUBJECT TO COUNTER OFFER ☐ SEE ATTACHED SELLER'S RIGHT TO CONTINUE TO MARKET PREMISES

Seller Signature <u>Carol Woodbury</u>	Seller Signature <u>Carol Woodbury</u>
Seller (Print Name) <u>Carol Woodbury</u>	Seller (Print Name) <u>Carol Woodbury</u>
Date <u>6-13-96</u> Time <u>7:50</u> Phone # <u>349-5591</u>	Date <u>6-13-96</u> Time <u>7:50</u> Phone # <u>349-5591</u>
Address <u>152 N. Yale Rd. Box 54</u>	Address <u>152 N. Yale Rd. Box 54</u>
City <u>Declo</u> State <u>ID</u> Zip <u>83323</u>	City <u>Declo</u> State <u>ID</u> Zip <u>83323</u>

A true copy of the foregoing Agreement, signed by the Seller and containing the full and complete description of the premises, is hereby received on this 15 day of August, 19 96.

Buyer: Carol Woodbury

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THIS IS AN ADDENDUM TO A PURCHASE AND SALE AGREEMENT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS, CAREFULLY, BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY BEFORE SIGNING.

This is an ADDENDUM to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money:

Earnest Money Dated: 6/11, 19 96 ID # 69667

ADDRESS: Woodbury Little Woodriver Ranch

BUYER (S) Johnny & Lynn Urrutia

SELLER (S) Lyle & Carol Woodbury

The undersigned Parties hereby agree as follows:

1. It is understood and agreed by all parties that buyer is in possession of crop land on subject property as per a crop rental agreement for 1996 season for which he has previously tendered ~~\$2000.00~~ directly to seller. Said ~~amount~~ to be part of closing proceeds. Buyer paid \$2000.00 to seller

2. All monies paid previously by buyer to Little Wood River Irrigation District totaling approximately 2,320.07 are to be considered crop rent and will not be credited as closing proceeds.

3. a) Closing of this transaction to occur on or before August 1, 1996.
b) Buyer to pay an additional \$75,000.00 plus accrued interest @ 8 1/2% per annum on Jan. 2, 1997.

c) Balance of ~~\$25,000.00~~ to be carried by seller @ 8 1/2% per annum for 10 yrs. First annual installment of \$34,291.73 due Jan. 2, 1998, and like payment on Jan. 2, each year there after for 9 more consecutive payments.

d) Early payments require written permission from seller and at seller discretion may or may not be allowed.

4. All earnest monies totaling \$13,000.00 will be held in brokers trust account, and said funds will be forfeited in the event buyer is unable to perform an August 1, 1996 closing by furnishing the necessary funds of \$56,400.00 plus appropriate closing costs.

5. Seller will allow a credit of ~~\$1000.00~~ for pivot start up to be credited at closing.

6. Seller will retain income of grass lease on the Ranch until closing and will manage the cattle. However it is buyers responsibility to maintain the fences so as to protect his grain crop. Seller will not be responsible for any crop loss what ever the cause..

7. Offer includes BLM Permits as follows: a) Hide away unit for 126 Head from 5/15 to 7/31
b) Laid Law Park for 134 Head from 4/16 to 6/23

It is understood that these permits are regulated by the Bureau of Land Management and subject to change at the agencies discretion.

The herein agreement, upon its execution by both parties, is made an integral part of the aforementioned Agreement.

Johnny Urrutia BUYER Lyle D Woodbury SELLER
Lynn Urrutia BUYER Carol Woodbury SELLER

DATED: 6-11-96

DATED: 6-13-96

TIME: 3:25 ☐ A.M. ☒ P.M.

TIME: 9:50 ☒ A.M. ☐ P.M.

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BROKER'S COPY

Rev. 8/94

ADDENDUM # 2 (1, 2, 3, etc.)



THIS IS AN ADDENDUM TO A PURCHASE AND SALE AGREEMENT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS, CAREFULLY, BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY BEFORE SIGNING.

This is an ADDENDUM to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money:

Earnest Money Dated: June 11, 19 96 ID # 69667

ADDRESS: Woodbury Little Wood River Ranch

BUYER (S) Johnny & Lynn Urrutia

SELLER (S) Lyle & Carol Woodbury

The undersigned Parties hereby agree as follows:

8. Offer includes Water Rights from Little Wood River Irrigation District as follows:

Decreed Water Rights:

1 - 5/31/1884	71.5 Inches
2 - 4/01/1888	35 Inches
3 - 5/01/1893	74 Inches
4 - 5/01/1910	300 Inches

Old Reservoir right	441.2 acre Ft.
---------------------	----------------

New Reservoir right	320 acre Ft.
---------------------	--------------

Canal Stock	3.5 shares
-------------	------------

The herein agreement, upon its execution by both parties, is made an integral part of the aforementioned Agreement.

Johnny Urrutia BUYER
Lynn Urrutia BUYER

Lyle B. Woodbury SELLER
Carol Woodbury SELLER

DATED: 6-11-96

DATED: 6-13-96

TIME: 3:25 ☐ A.M. ☒ P.M.

TIME: 7:50 ☒ A.M. ☐ P.M.

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$\frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2}$

MAY 11 1998

Department of Water Resources
Southern Region

COPY

QUITCLAIM DEED

FOR VALUE RECEIVED, DAVID A. ARTHURS and RUTH J. ARTHURS, husband and wife, and GEORGE C. LAW and JUDITH A. LAW, husband and wife, hereinafter called the "Grantors", hereby remise, release, and forever quitclaim unto JOHNNY M. URRUTIA and LYNN M. URRUTIA, husband and wife, 228 So., 604 E., Trevone, Idaho, 83338, hereinafter called the "Grantees", the following described premises, in Blaine County, Idaho, to-wit:

See Exhibit "A" attached hereto

TO HAVE AND TO HOLD the premises, with their appurtenances unto said Grantees, and the Grantees' heirs and assigns forever.

DATED this 4th day of Feb, 1998.

"GRANTORS"

David A. Arth.
DAVID A. ARTHURS

Ruth J. Arthurs
RUTH J. ARTHURS

George C. Law, by Ruth J. Arthurs
GEORGE C. LAW, by RUTH J. ARTHURS
Attorney in Fact Attorney in Fact

Judith A. Law, by Ruth J. Arthurs
JUDITH A. LAW, by RUTH J.
ARTHURS, Attorney in Fact *Attorney in*
Fact

STATE OF IDAHO)
County of Tern) ss:

On this 4th day of February, 1998, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DAVID A. ARTHURS and RUTH J. ARTHURS, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same.

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



NOTARY PUBLIC for Idaho

Residing at: Jerome

Commission Expires: 2/9/99

STATE OF IDAHO)

County of Jerome) ss:

On this 4th day of February 1998, before me, the undersigned, a Notary Public in and for said County and State, personally appeared RUTH J. ARTHURS, Attorney in Fact for GEORGE C. LAW and JUDITH A. LAW, husband and wife, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that she executed the same in such capacity.

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



NOTARY PUBLIC for Idaho

Residing at: Jerome

Commission Expires: 2/9/99

LEGAL DESCRIPTION

Township 1 North, Range 21 E., B.M., Blaine County, Idaho

Section 27: SW1/4 SE1/4

Section 32: Lots 3, 5, 6, 7 SE1/4 NW1/4, NE1/4 SW1/4, S1/2 NE1/4, N1/2 SE1/4 and

A parcel of land commencing at the Southeast corner of Lot 4, Section 32, Township 1 North, Range 21 E., B.M., and running North 89°41' West 34 rods; THENCE North 74.52 rods to the North line of Lot 4; THENCE East 34 rods to the Northeast corner of Lot 4; THENCE South along the East line of Lot 4, 74.52 rods to the PLACE OF BEGINNING; and

A strip of land commencing at a point on the Southerly side line of Lot 4, Section 32, Township 1 North, Range 21 E., B.M., 34 rods West of the Southeast corner of said Lot 4; THENCE North 20 rods; THENCE West 24 rods; THENCE South 20 rods; THENCE South 89°41' East 24 rods to the PLACE OF BEGINNING.

Section 33: NW1/4, N1/2 SW1/4, S1/2 NE1/4, N1/2 SE1/4

Section 34: W1/2 SW1/4, E1/2 SE1/4, NE1/4 NW1/4, NW1/4 NE1/4, SW1/4 NW1/4

Township 1 South, Range 21 E., B.M., Blaine County, Idaho

Section 3: Lot 4

Section 4: S1/2 SW1/4

Section 5: S1/2 SE1/4, SE1/4 SW1/4, Lots 2 and 3

Section 8: N1/2 NE1/4

SE1/4 NE1/4, EXCEPT a tract of land in the SE1/4 NE1/4 described as follows:
BEGINNING at a point which is approximately 430.0 feet north and 16.0 feet

Continued on next page

EXHIBIT
A - 1

East of the Southeast corner of said SE1/4 NE1/4 Section 8, at Engineer's Station 188+49.2 of the center line of Highway S-2814(1) as same appears on map of said Highway on file in the office of the State Highway Engineer of Idaho; THENCE along a curve to the left having a radius of 379.26 feet for a distance of 616.6 feet; THENCE North 7°20' West 60.0 feet; THENCE North 62°40' East 454.0 feet, more or less, to the East line of said Section 8; THENCE South 0°22' West along said Section line 496.0 feet, more or less to the POINT OF BEGINNING.

ALSO EXCEPT a strip of land 30 feet wide in the SE1/4 NE1/4 Section 8, Township 1 South, Range 21 E., B.M., lying on the Southerly side of the following described center line of Highway S-2814(1) as same is shown on map of said Highway in the office of the State Highway Engineer of Idaho; BEGINNING at Engineer's Station 195+47.1 which is approximately 836.0 feet North and 447.0 feet West from the Southeast corner of said SE1/4 NE1/4 Section 8; THENCE South 62°40' West 927.9 feet, more or less, to the West line of said SE1/4 NE1/4 Section 9.

SW1/4 NE1/4 EXCEPT the following described tract:

BEGINNING at the Southwest corner of the SW1/4 NE1/4 of said Section 8 and running THENCE East 402.7 feet; THENCE North 18°16' East 199.3 feet; THENCE North 25°02' West 346.4 feet; THENCE North 64°31' West 352.9 feet, more or less, to the West side of the SW1/4 NE1/4 of Section 8; THENCE South 655 feet, more or less, to the point of beginning.

AND EXCEPT a parcel of land lying in the SW1/4 NE1/4 of Section 8, Township 1 South, Range 21 E., B.M., Blaine County, Idaho, and being more particularly described as follows:

BEGINNING at the Northwest corner of the NW1/4 NE1/4 of Section 8; THENCE South 0°41'18" East 2221.81 feet along the Westerly boundary of the said NE1/4 of Section 8 to a point on the Northerly right-of-way line of Blaine County Road Project No. RS-2814(1); THENCE Easterly along a curve to the left 231.75 feet, said curve having a central angle of 41°51'18", a radius of 317.25 feet, tangents of 122.86 feet and a long chord of 226.63 feet bearing South 87°01'25" East to a point of tangent; THENCE North 72°02'56" East 126.47 feet to the REAL POINT OF BEGINNING; THENCE continuing North 72°02'56" East 198.02 feet to a point of curve; THENCE Easterly along a curve to the left 148.61 feet, said curve having central angle of 10°00'00", a radius of 851.47 feet, tangents of 74.49 feet and a long chord of 148.42 feet bearing North 67°02'56" East to a point of tangent; THENCE North 62°02'56" East 213.21 feet to a point of curve; THENCE Easterly along a curve to the right 170.47 feet, said curve having a central angle of 20°00'00", a radius of 488.37 feet, tangents of 86.11 feet and a long chord of 169.61 feet bearing North 72°02'56" East to a point of tangent; THENCE North 82°02'56" East 172.94 feet to a point; THENCE South 7°57'04" East

Continued on next page

EXHIBIT

A-2

60.00 feet to a point; THENCE South 82°02'56" West 172.94 feet, to a point of curve; THENCE Westerly along a curve to the left 149.53 feet, said curve having a central angle of 20°00'00", a radius of 428.37 feet, tangents of 75.53 feet and a long chord of 148.77 feet bearing South 72°02'56" West to a point of tangent; THENCE South 62°02'56" West 213.21 feet to a point of curve; THENCE Westerly along a curve to the right 159.08 feet, said curve having a central angle of 10°00'00", a radius of 911.47 feet, tangents of 79.74 feet and a long chord of 158.88 feet bearing South 67°02'56" West to a point of tangent; THENCE South 72°02'56" West 189.83 feet to a point; THENCE North 25°43'16" West 60.56 feet to the POINT OF BEGINNING except 0.395 acre assumed dedicated right of way.

ALSO EXCEPTING a 50.00 foot assumed dedicated right of way lying Northerly of the above described parcel of land.

EXCEPTING THEREFROM:

Township 1 South Range 21 East of the Boise Meridian, Blaine County, Idaho

Section 3: Government Lot 4

Township 1 North, Range 21 East of the Boise Meridian, Blaine County, Idaho

Section 22: SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 33: S $\frac{1}{4}$ NE $\frac{1}{4}$; S $\frac{1}{4}$ NW $\frac{1}{4}$;
N $\frac{1}{4}$ SE $\frac{1}{4}$; N $\frac{1}{4}$ SW $\frac{1}{4}$

Section 34: NW $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; W $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ SE $\frac{1}{4}$

Together with all water rights appurtenant thereto.

EXHIBIT

A-3

BLAINE COUNTY TITLE

THIS DOCUMENT BEING RE-
RECORDED TO CORRECT LAST
PAGE OF LEGAL DESCRIPTION

Corr Agree
393365

1996 AUG 20 P 3:40

MARY GREEN, CLERK, MEMORANDUM AGREEMENT FEES \$ 39.00

THIS AGREEMENT entered into the 15 day of August, 1996, by and between a Partnership consisting of JOHNNY M. URRUTIA and LYNN M. URRUTIA, husband and wife; DAVID A. ARTHURS and RUTH J. ARTHURS, husband and wife; and, GEORGE C. LAW and JUDITH A. LAW, husband and wife, (hereinafter referred to as BUYERS), and LELAND VERNON WOODBURY, the Personal Representative of the Estate of LELAND WOODBURY, deceased and MYRLENE WOODBURY, deceased as to an undivided interest and LYLE D. WOODBURY and CAROL WOODBURY, husband and wife, as to an undivided interest, (hereinafter referred to as SELLERS).

W I T N E S S E T H

WHEREAS, buyers have agreed to purchase from sellers a certain parcel of real property, more particularly described on the attached EXHIBIT "A" and;

WHEREAS, said agreement of sale has been formalized by the execution of a Warranty Deed from each seller with a Mortgage and Promissory Note executed by buyers in favor of sellers, and;

WHEREAS, said closing has occurred on the 15th day of August, 1996 at Blaine County Title, Ketchum, Idaho, by agreement of all parties to this agreement, and;

WHEREAS, all documents shall be in escrow at Cassia County Abstract in Burley, Idaho, to retain the documents as escrow agent for said sale to receive all payments and make distributions in according with the terms set forth herein, and;

WHEREAS, property which is subject to this sale is currently subject to certain assessments described in the preliminary title

report. The property shall be conveyed to Buyers clear of any encumbrances SAVE AND EXCEPT the mortgage to sellers and easements, right-of-ways and ordinances of record in the attached preliminary title report, and;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do agree as follows:

- 1) The recitals set forth above are incorporated herein as terms of this agreement.
- 2) Sellers will convey to buyers all BLM Grazing Permits on the Hideaway (126 AUM) and Laidlaw Park (134 AUM) Allotments. Sellers also convey all grazing and water rights attendant to all acreage conveyed. Attached is a legal description and drawing of the land conveyed consisting of approximately 1500 acres, with approximately 270 farmable acres. Sellers shall cooperate, facilitate and assist buyers in obtaining assignments, transfers and conveyances of all water rights, grazing rights, irrigation equipment, permits and other matters set forth herein.
- 3) Buyers are currently a tenant in possession of certain crop land for the 1996 crop year and has tendered \$5,000.00 directly to seller. Said \$5,000.00 payment is part of the down payment of \$75,000.00 paid sellers from buyers at closing. In and for consideration of said payment, buyers shall be entitled to any and all of the 1996 grain crop. The buyers shall maintain property and casualty insurance on the inhabitable buildings and outbuildings, naming sellers as additional insureds.

4) All sums paid by buyers to the Little Wood River Irrigation District in the approximate amount of ~~\$278,000.00~~ shall not be credited to closing proceeds. However, all irrigation equipment located on the property on the date of closing is conveyed herewith as a part of the ~~\$278,000.00~~ purchase price, except one (1) piece of equipment to be removed by sellers prior to 9/1/96.

5) Buyers shall be credited with a total of ~~\$40,000.00~~, for pump repair and pivot start up, at closing.

6) Buyers have deposited in the Trust Account of Century 21 Greater Valley Properties, the sum of ~~\$18,000.00~~. The balance of the ~~\$75,000.00~~ down payment, to-wit: ~~\$57,000.00~~, has been placed with the closing agent, Blaine County Title, for distribution at closing, presently set for August 15, 1996, by mutual agreement. After sellers payment of sales commission and title insurance, all closing costs shall be divided equally between buyers and sellers. All escrow charges during the life of this contract shall be shared equally by buyers and sellers.

7) All taxes and assessments for the year of 1996 shall be prorated as of the date of closing and clear title, as described in the last recital shall be accomplished within thirty (30) days of closing.

8) Sellers shall be entitled to retain any and all grazing lease income of the subject property up to the date of closing. All grazing lease monies will be prorated as of the date of closing.

9) Buyers shall be responsible for maintenance of any and all fences necessary to protect the grain crop being raised on the subject property and will assume any and all risk of loss for said crop.

10) The property conveyed is the subject of a certain Contract of Sale wherein LELAND WOODBURY and MYRLENE WOODBURY, husband and wife, are sellers, and LYLE D. WOODBURY and CAROL WOODBURY, husband and wife, are buyers. Said unrecorded Contract of Sale has five (5) subsequent Addendums. Sellers agree with buyers that buyers are released from any obligation with respect to the Contract and its Addendums. The estate agrees that the contract and its addendums shall not, and is not, an encumbrance on the property conveyed. Further, the parties agree that the property conveyed shall not be security for the contract. The promissory note and mortgage executed at closing shall cover the obligations attendant thereto.

11) Said property is subject to a New Water Assessment by the Little Wood River Irrigation District, which sums accrue annually, and which shall be the responsibility of buyers for all assessments for 1996 and thereafter.

12) The parties acknowledge that buyers may desire to sell a parcel of land to a third party from the approximate 1500 acres of land hereby conveyed. Buyers shall have this right to sell and sellers agree to release the parcel sold from the underlying mortgage. PROVIDED, HOWEVER, sellers have no obligation to release more than 200 acres until the promissory note is satisfied. Further, buyers must pay to sellers (in escrow) 75% of all sums received from the sale of the parcel(s). Said sale monies shall be first applied to accrued interest and the balance to principal. The parcel sold shall not disrupt the irrigation system or reduce the value of the remaining parcel.

13) The parties hereto understand and agree that the terms of this agreement shall survive closing in all respects and shall be enforceable on its own terms as a personal service agreement by and between the parties. This contract may be enforced by specific performance, and, in the event of litigation to enforce the terms of this agreement, the prevailing party shall be entitled to recover all costs and attorney fees incurred.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

BUYERS: A Partnership consisting of:

Johnny M. Urrutia and Lynn M. Urrutia - Partners
by Power of Attorney to
Lynn M. Urrutia

David A. Arthurs by P.O.A. Ruth J. Arthurs and Ruth J. Arthurs
DAVID A. ARTHURS and RUTH J. ARTHURS - Partners
by Power of Attorney to
Ruth J. Arthurs

George C. Law by P.O.A. Ruth J. Arthurs and Judith A. Law by P.O.A. Ruth J. Arthurs
GEORGE C. LAW and JUDITH A. LAW - Partners
by Power of Attorney to
Ruth J. Arthurs

SELLERS:

Lyle D. Woodbury and Carol D. Woodbury
LYLE D. WOODBURY and CAROL D. WOODBURY

Leland Vernon Woodbury
Leland Vernon Woodbury, Personal Representative
of the Estate of LELAND WOODBURY, Deceased,
and MYRLENE WOODBURY, Deceased.

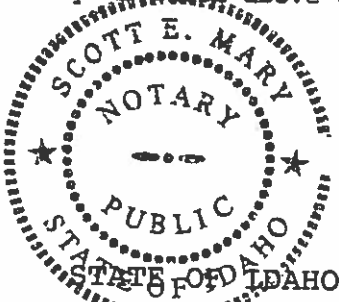
STATE OF IDAHO)

County of Blaine)

SS:

On this 15 day of August, 1996, before me, a Notary Public, personally appeared JOHNNY M. URRUTIA by Power of Attorney granted to his wife, LYNN M. URRUTIA, and LYNN M. URRUTIA, personally, known or identified to me to be the persons whose names are subscribed to the within 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.



[Signature]
Notary Public for Idaho

Residence: KETCHUM, ID

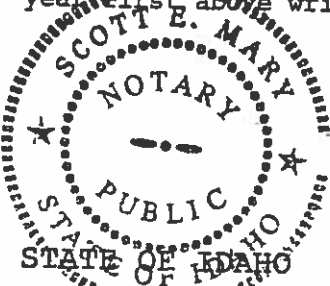
Expiration: 6/6/97

County of Blaine)

SS:

On this 15 day of August, 1996, before me, a Notary Public, personally appeared DAVID A. ARTHURS by Power of Attorney granted to his wife, RUTH J. ARTHURS, and RUTH J. ARTHURS, personally, known or identified to me to be the persons whose names are subscribed to the within 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.



[Signature]
Notary Public for Idaho

Residence: KETCHUM, ID

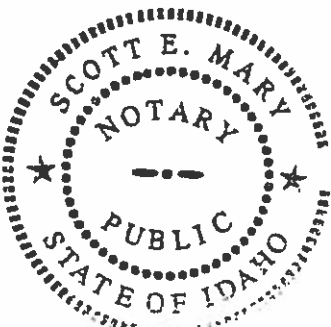
Expiration: 6/6/97

County of Blaine)

SS:

On this 15 day of August, 1996, before me, a Notary Public, personally appeared GEORGE C. LAW and JUDITH A. LAW, husband and wife, both by Power of Attorney granted to their daughter, RUTH J. ARTHURS, known or identified to me to be the persons whose names are subscribed to the within 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.



[Signature]
Notary Public for Idaho

Residence: KETCHUM, ID

Expiration: 6/6/97

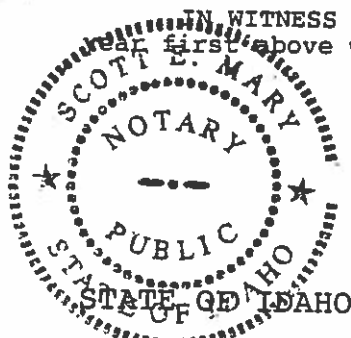
STATE OF IDAHO)

County of Blaine)

SS:

On this 15 day of August, 1996, before me, a Notary Public, personally appeared LYLE D. WOODBURY and CAROL D. WOODBURY, husband and wife, known or identified to me to be the persons whose names are subscribed to the within 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.



[Signature]
Notary Public for Idaho

Residence: KETCHUM, ID

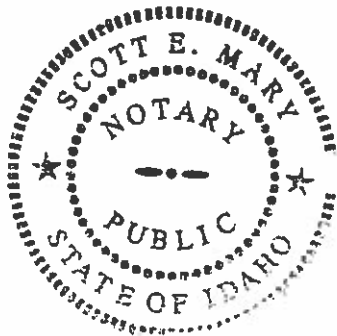
Expiration: 6/6/97

County of Blaine)

SS:

On this 15 day of August, 1996, before me, a Notary Public, personally appeared LELAND VERNON WOODBURY, as Personal Representative of the Estate of LELAND WOODBURY, Deceased and MYRLENE WOODBURY, Deceased, known or identified to me to be the person whose name is subscribed to the within and acknowledged to me that he executed the same.

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



[Signature]
Notary Public for Idaho

Residence: KETCHUM, ID

Expiration: 6/6/97

SCHEDULE A

Order Number: 96007625

LEGAL DESCRIPTION

Township 1 North, Range 21 E., B.M., Blaine County, Idaho

Section 27: SW1/4 SE1/4

Section 32: Lots 3, 5, 6, 7 SE1/4 NW1/4, NE1/4 SW1/4, S1/2 NE1/4, N1/2 SE1/4 and

A parcel of land commencing at the Southeast corner of Lot 4, Section 32, Township 1 North, Range 21 E., B.M., and running North 89°41' West 34 rods; THENCE North 74.52 rods to the North line of Lot 4; THENCE East 34 rods to the Northeast corner of Lot 4; THENCE South along the East line of Lot 4, 74.52 rods to the PLACE OF BEGINNING; and

A strip of land commencing at a point on the Southerly side line of Lot 4, Section 32, Township 1 North, Range 21 E., B.M., 34 rods West of the Southeast corner of said Lot 4; THENCE North 20 rods; THENCE West 24 rods; THENCE South 20 rods; THENCE South 89°41' East 24 rods to the PLACE OF BEGINNING.

Section 33: NW1/4, N1/2 SW1/4, S1/2 NE1/4, N1/2 SE1/4

Section 34: W1/2 SW1/4, E1/2 SE1/4, NE1/4 NW1/4, NW1/4 NE1/4, SW1/4 NW1/4

Township 1 South, Range 21 E., B.M., Blaine County, Idaho

Section 3: Lot 4

Section 4: S1/2 SW1/4

Section 5: S1/2 SE1/4, SE1/4 SW1/4, Lots 2 and 3

Section 8: N1/2 NE1/4

SE1/4 NE1/4, EXCEPT a tract of land in the SE1/4 NE1/4 described as follows:
BEGINNING at a point which is approximately 430.0 feet north and 16.0 feet

Continued on next page

Continuation of Schedule A - Legal Description
Order Number: 96007625

East of the Southeast corner of said SE1/4 NE1/4 Section 8, at Engineer's Station 188+49.2 of the center line of Highway S-2814(1) as same appears on map of said Highway on file in the office of the State Highway Engineer of Idaho; THENCE along a curve to the left having a radius of 379.26 feet for a distance of 616.6 feet; THENCE North 7°20' West 60.0 feet; THENCE North 82°40' East 454.0 feet, more or less, to the East line of said Section 8; THENCE South 0°22' West along said Section line 496.0 feet, more or less to the POINT OF BEGINNING.

ALSO EXCEPT a strip of land 30 feet wide in the SE1/4 NE1/4 Section 8, Township 1 South, Range 21 E., B.M., lying on the Southerly side of the following described center line of Highway S-2814(1) as same is shown on map of said Highway in the office of the State Highway Engineer of Idaho; BEGINNING at Engineer's Station 195+47.1 which is approximately 836.0 feet North and 447.0 feet West from the Southeast corner of said SE1/4 NE1/4 Section 8; THENCE South 82°40' West 927.9 feet, more or less, to the West line of said SE1/4 NE1/4 Section 9.

SW1/4 NE1/4 EXCEPT the following described tract:

BEGINNING at the Southwest corner of the SW1/4 NE1/4 of said Section 8 and running THENCE East 402.7 feet; THENCE North 18°16' East 199.3 feet; THENCE North 25°02' West 346.4 feet; THENCE North 64°31' West 352.9 feet, more or less, to the West side of the SW1/4 NE1/4 of Section 8; THENCE South 655 feet, more or less, to the point of beginning.

AND EXCEPT a parcel of land lying in the SW1/4 NE1/4 of Section 8, Township 1 South, Range 21 E., B.M., Blaine County, Idaho, and being more particularly described as follows:

BEGINNING at the Northwest corner of the NW1/4 NE1/4 of Section 8; THENCE South 0°41'18" East 2221.81 feet along the Westerly boundary of the said NE1/4 of Section 8 to a point on the Northerly right-of-way line of Blaine County Road Project No. RS-2814(1); THENCE Easterly along a curve to the left 231.75 feet, said curve having a central angle of 41°51'18", a radius of 317.25 feet, tangents of 122.86 feet and a long chord of 226.63 feet bearing South 87°01'25" East to a point of tangent; THENCE North 72°02'56" East 126.47 feet to the REAL POINT OF BEGINNING; THENCE continuing North 72°02'56" East 198.02 feet to a point of curve; THENCE Easterly along a curve to the left 148.61 feet, said curve having central angle of 10°00'00", a radius of 851.47 feet, tangents of 74.49 feet and a long chord of 148.42 feet bearing North 67°02'56" East to a point of tangent; THENCE North 62°02'56" East 213.21 feet to a point of curve; THENCE Easterly along a curve to the right 170.47 feet, said curve having a central angle of 20°00'00", a radius of 488.37 feet, tangents of 86.11 feet and a long chord of 169.61 feet bearing North 72°02'56" East to a point of tangent; THENCE North 82°02'56" East 172.94 feet to a point; THENCE South 7°57'04" East

Continued on next page

Continuation of Schedule A - Legal Description
Order Number: 96007625

60.00 feet to a point; THENCE South $82^{\circ}02'56''$ West 172.94 feet, to a point of curve; THENCE Westerly along a curve to the left 149.53 feet, said curve having a central angle of $20^{\circ}00'00''$, a radius of 428.37 feet, tangents of 75.53 feet and a long chord of 148.77 feet bearing South $72^{\circ}02'56''$ West to a point of tangent; THENCE South $62^{\circ}02'56''$ West 213.21 feet to a point of curve; THENCE Westerly along a curve to the right 159.08 feet, said curve having a central angle of $10^{\circ}00'00''$, a radius of 911.47 feet, tangents of 79.74 feet and a long chord of 158.88 feet bearing South $67^{\circ}02'56''$ West to a point of tangent; THENCE South $72^{\circ}02'56''$ West 189.83 feet to a point; THENCE North $25^{\circ}43'18''$ West 60.56 feet to the POINT OF BEGINNING except 0.395 acre assumed dedicated right of way.

ALSO EXCEPTING a 50.00 foot assumed dedicated right of way lying Northerly of the above described parcel of land.

ALSO EXCEPTING all of that portion of the S1/2 of the NE1/4 that lies south of the Carey Wood River Road.

Section 2

Order Number: 96007625

EXCEPTIONS

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. General taxes for the year 1995, a lien in the amount of \$7.44, which are paid in full. (Parcel No. 01N210271680 A)

General taxes for the year 1995, a lien in the amount of \$75.48, which are paid in full. (Parcel No. 01N210321770 A)

General taxes for the year 1995, a lien in the amount of \$127.06, which are paid in full. (Parcel No. 01N210331780 A)

General taxes for the year 1995, a lien in the amount of \$416.32, which are paid in full. (Parcel No. 01S210082390 A)

General taxes for the year 1995, a lien in the amount of \$84.40, which are paid in full (Parcel No. 01S210032290 A)

General taxes for the year 1995, a lien in the amount of \$15.84, which are paid in full. (Parcel No. 01S21004229A A)

General taxes for the year 1995, a lien in the amount of \$119.98, which are paid in full. (Parcel No. 01S210052300 A)
8. Levies and assessments of the Little Wood River Irrigation District.
9. Right-of-Way Deed in favor of Blaine County, recorded January 11, 1956, Book 166, Page 525, records of Blaine County, Idaho.
10. Right-of-Way Deed in favor of Blaine County, recorded January 11, 1956, Book 166, Page 526, records of Blaine County, Idaho.

Continued on next page

Continuation of Schedule B - Section 2
Order Number: 96007625

11. Power Line Easement in favor of Idaho Power, recorded August 3, 1972 as Instrument No. 144794, records of Blaine County, Idaho.
12. Order of Annexation into the Carey Rural Fire District recorded May 5, 1993 as Instrument No. 352391, and corrected by Instrument No. 352656, records of Blaine County, Idaho.
13. Order of Annexation into the Carey Rural Fire District recorded May 5, 1993 as Instrument No. 352392, and corrected by Instrument No. 352657, records of Blaine County, Idaho.
14. Blaine County Ordinance 94-4 "Adding thereto definitions of scenic travelways, skylined, visible and visibility;" and "Adding thereto criteria concerning visibility and skylining", recorded December 7, 1994, as Instrument No. 373637, records of Blaine County, Idaho.
15. Blaine County Ordinance 95-10 "known as the Building Code Ordinance" recorded October 17, 1995, as Instrument No. 383268, records of Blaine County, Idaho.
16. Blaine County Ordinance 96-4 "Amending Ordinance 93-5, known as the Fire Protection Ordinance, Changing Section 3: Findings, d. Regarding the Carey Fire District's Level of Service" recorded May 7, 1996 as Instrument No. 389950, records of Blaine County, Idaho.
17. Any claim arising from the possibility that the Blaine County Assessor may require a survey before recognizing the transfer of title.



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

November 25, 1997

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

JOHNNY URRUTIA
LYNN URRUTIA
228 S 600 E
JEROME ID 83338

RE: OWNERSHIP CHANGE FOR ADJUDICATION CLAIMS A37-00197D,
A37-00198A, A37-01026A, A37-01135, A37-02075

Dear Claimant(s):

Thank you for returning the NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP form. Our records, however, cannot be updated without the required information listed under item 2 of the ownership change form. Specifically, we need a copy of your warranty deed, title policy or contract of sale (with attached legal description) along with a plat or survey map.

I am returning your original ownership change form. Please attach the required information and return the entire packet to me in the enclosed self-addressed envelope. As soon as I receive this information, I will update our records and notify you by mail when the changes have been completed.

Thank you for your prompt attention to this matter and should you have any questions please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Trish Fawcett".

Trish Fawcett
Technical Records Specialist

enc.

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: A37-11910
Date Received: 12/23/1988
Receipt No: C004665
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: JOHNNY URRUTIA 208-324-4802
Address: 228 S 600 E
JEROME ID 83338
AND/OR
Name: LYNN URRUTIA 208-324-4802
Address: 228 S 600 E
JEROME ID 83338

2. Date of Priority: JUN 1, 1945

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
01S	21E	8	NW	SE	NE		BLAINE

5. Description of diverting works:
DRILLED WELL, WITH PUMP & P/L TO PLACE OF USE.

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	0.090		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC FOR 2 HOUSEHOLDS. STOCKWATER FOR UP TO 400 HEAD/MIXED.

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01S	21E	8	SE	NE		DOMEST	
			SE	NE		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:

OWNERSHIP CHANGE FROM WOODBURY TO URRUTIA, COPY OF WARRANTY DEED
SUBMITTED WITH FORM. 4/19/99 jr

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): _____ Date: _____

_____ Date: _____

AJ5856NP

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

DATE: OCT-24-1997
PAGE: A-1009

RIGHT NUMBER: 37-11910

NAME & ADDRESS: CAROL WOODBURY
LYLE D WOODBURY
STAR RT BOX 54
DECLO ID 83323

SOURCE: GROUNDWATER

QUANTITY: 0.09 CFS

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

PRIORITY DATE: 06/01/1945

POINT OF DIVERSION: T01S R21E S08 NWSENE Within BLAINE County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER	01-01 12-31	0.09 CFS
	DOMESTIC 2 HOMES	01-01 12-31	0.04 CFS

PLACE OF USE: STOCKWATER Within BLAINE County
T01S R21E S08 SENE

DOMESTIC Within BLAINE County
T01S R21E S08 SENE

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
PARCEL NO. 01S210082390A
STOCKWATER, 400 HEAD

D7-29-98

Claim proofread by: NW
Date: 1030

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: A37-11910
Date Received: 10/21/1988
Receipt No: C004665
Received By: _____

OCT 28 1988

Department of Water Resources

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: LYLE D. WOODBURY 208-349-5591
Address: STAR RT. BOX 54
DECLO, ID 83323
OR
Name: CAROL WOODBURY 208-349-5591
Address: STAR RT. BOX 54
DECLO, ID 83323

2. Date of Priority: JUN 01, 1945

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
01S	21E	8	NW	SE	NE		BLAINE

5. Description of diverting works:
DRILLED WELL, WITH PUMP & P/L TO PLACE OF USE.

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	0.090		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC FOR 2 HOUSEHOLDS. STOCKWATER FOR UP TO 400 HEAD/MIXED.

A37-11910

Page 1

Date: 10/21/88

CLMD, RCP, # C004665

12/23/1988

MICROFILMED

FEB 25 1989

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01S	21E	8	SE	NE		DOMEST	
			SE	NE		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:

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: 3

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): Lyle D. Woodbury Date: 10-26-88

Date: _____

State of Idaho)
County of Cassia) SS.

Subscribed and sworn (or affirmed) before me this 26th day
of October 19 88

John E. Gray
Notary Public

Seal

Residing at Burley, Id.
My Commission Expires 6-20-1991



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 734-3578

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

22-Jan-1991 08:02

Lyle D. Woodbury or Carol Woodbury
Star Rt. Box 54
Declo, ID 83323

RE: SRBA Claims A37-00197D, A37-00198A, A37-01026A, A37-01135 &
A37-11910

Dear Mr. & Mrs. Woodbury:

Our office was recently forwarded the records of the above referenced claims from our state office in Boise. It will be our office which will conduct the review and prepare the recommendation for the court. The records we received were not the original signed claims and the state office has not been able to locate the original claims. To correct this situation I have prepared claims based on our electronic record of your claims for your review. Please review this record and if it correctly describes your rights then please sign these claims before a notary and return them to our office. I apologize for any inconvenience this may cause you. If you have any questions please feel free to contact our office.

Sincerely,

Allen Merritt, P.E.
Water Rights Supervisor

Encl:

MICROFILMED
FEB 25 1993

From: DWR03::FRAZEE 25-FEB-1991 13:32:52.04
To: DWR60::GIVENS
CC: FRAZEE
Subj: WOODBURY RAFT RIVER RANCH A37-00198A eul

HI JUDY. I JUST SENT A FAX TO ALLEN LISTING A BUNCH OF SOUTHERN REGION CLAIMS THAT DON DUMPED ON ME, TO BE INTEGRATED IN WITH THE OTHER CLAIMS IN THE "CLAIMS STAX" ON THE TABLE BY MY DESK.

ONE OF THOSE CLAIMANTS WAS WOODBURY RAFT RIVER RANCH. FORREST LUTHY DATA ENTERED THESE CLAIMS, AND I ASKED HIM TO LOOK THROUGH HIS PAPERWORK FOR ANY CORRESPONDENCE HE MIGHT STILL HAVE. HE DID SO, AND FOUND -0-.

PLS LET ME KNOW IF YOU HAVE ANY CORRES. APPARENTLY, AFTER FORREST WORKED ON THIS, HE GAVE FILE TO DON SHAFF. I CAN EITHER SEND THE CLAIMS TO YOU WHEN SOMEONE GOES DOWN THERE, OR YOU CAN SEND ME COPIES OF CORRES., WHICH-EVER YOU PREFER.

THANX.....SAL

MICROFILMED
FEB 25 1993

RÉCEIPT
For Monies Paid
to the
IDAHO DEPARTMENT OF WATER RESOURCES

Receipt No: C004665

Date: 12/23/88
Time: 11:47:37

Received
From: WOODBURY RAFT RIVER RANCH

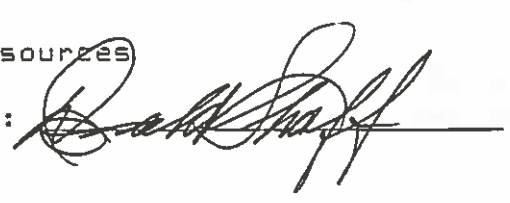
Type of Payment	Program Acct Class	Amount
ADJUDICATION FEE	0410162 9337 6490	\$644.00
	Total	\$644.00

CHECK 119

WR/ND: A37-00198A A37-00197D A37-11910 A37-01026A A37-01135

Idaho Department of Water Resources

Region: STATE

Signature: 

MICROFILMED
FEB 25 1993

WATER RIGHT NUMBER - A37-11910

PREFIX TRANSLATION: ADJUDICATION CLAIM

OLD (D) NUMBER -

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

+ - FIRST NAME - - +

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

*** C - CURRENT OWNER ***
WOODBURY

LYLE D.

1 - STAR RT. BOX 54
2 -
3 -

STATE- ID ZIP- 83323

WOODBURY

CAROL

CITY- DECLO
PHONE - 208-349-5591
1 - STAR RT. BOX 54
2 -

STATE- ID ZIP- 83323

3 -
CITY- DECLO
PHONE - 208-349-5591

+ - - PRIORITY DATE - - +
06/01/1945

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

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

+ - - - STATUS - - - - +

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

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

+ - - - - POINT OF DIVERSION - - - - - +
TWN RNG SEC TRACT LOT RFLG COUNTY STREAM INDEX (BLANK IF NO INDEX CODE)

01S 21E 8 NW SE NE (13) BLAINE

+ - - - - WATER USE - - - - - +
CODE DESCRIPTION PERIOD FROM PERIOD TO DIVERSION RATE DIVERSION VOLUME

43 - DOMESTIC 01/01 12/31 0.040
04 - STOCKWATER 01/01 12/31 0.090

+ - TOTAL DIV. RATE - + + - TOTAL DIV. VOLUME - + + - TOTAL DIV. CAPACITY - + + - TOTAL CONSUMPTIVE USE - + + - KW USAGE - +
0.090 0.0

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

01S 21E 8 SE NE 04 STOCKWATER (13) BLAINE
01S 21E 8 SE NE 43 DOMESTIC (13) BLAINE

+ - - DIVERSION MEANS - DRILLED WELL, WITH PUMP & P/L TO PLACE OF USE.

+ - - NON-IRRIGATION USE - DOMESTI FOR 2 HOUSEHOLDS. STOCKWATER FOR UP TO 400 HEAD/MIXED.

+ - - OTHER RIGHTS FOR SAME USE - NONE

378 Little Wood Res. Rd

+ - - - - REMARKS - - - - - +
NO REMARKS FOUND.

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

MICROFILMED
NOV 27 1996

WATER RIGHT NUMBER - A37-11910

PREFIX TRANSLATION: ADJUDICATION CLAIM

+ - - - - CONDITIONS OF APPROVAL - - - - - +
NO CONDITIONS OF APPROVAL FOUND.

+ - - - - DECREE PLAINTIFF - - - + + - - - - DECREE DEFENDANT - - - + + - DECREE DATE - +
00/00/0000

+ - - AUDIT FIELDS - 10/21/88 LUTHY 10/03/89 REFUNDML

+ - - - - COMMENTS - - - - - +
NO COMMENTS FOUND

+ - - - - ADJUDICATION RIGHTS DATES AND FLAGS AREA - - - - - +

COURT REPORT FILING	- 00/00/0000	FIELD INSPECTION MADE	- 00/00/0000	CIVIL CASE NUMBER	- 39576
OBJECTION FILED DATE	- 00/00/0000	FIELD INSPECTION FLAG	-	OLD CASE NUMBER	-
RESPONSE FILED DATE	- 00/00/0000	VERIFIED DATE	- 00/00/0000	OLD JUDICIAL DISTRICT	-
CLAIM RECEIVED DATE	- 12/23/1988	LAST AMENDED DATE	- 00/00/0000	TEMPORARY RIGHT	- P
PROOF DUE DATE	- 00/00/0000	PROOF MADE DATE	- 00/00/0000	WATER DISTRICT	-
LICENSED DATE	- 00/00/0000	RECEIPT NUMBER	- C004665	FEDERAL/STATE INDICATOR	- S
CLAIMS TAPE ERROR FLG	-	POU OWNERSHIP FLAG	- Y	PRESUMPTION FLAG	-
FEE EXEMPT FLAG	-	NAME CONNECTOR	- OR	NOTICE OF ERROR FLAG	-

015210082390 A

DATA ENTRY

ENTERED 12-28-93
CHECKED 4-9-94

Verified By
Topo Map/Ortho-PQ
ASCE Map
Watermaster Records
NAPP Photos
Field Exam
Other (See Remarks)
County Records
Witness Statement
Project Records
IDWR Records

VERIFIED
FEB 27 1992

CERTIFIED
MAR 25 1992
WATER EXAMINER