

03/03/2008

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

RIGHT NUMBER: 22-2256D

NAME AND ADDRESS: BMJ FARMS LLC
1282 S 2ND E
REXBURG ID 83440

DKJ FARMS LLC
665 CENTENNIAL LOOP
REXBURG ID 83440

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 2.360 CFS
1,033.00 AFY

The rights listed below are limited to a total combined diversion rate of 5.02 cfs and to a total combined annual diversion volume of 1479.1 AF.
Combined Right Nos.: 22-2178, 22-2256D and 22-7364.

This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.

PRIORITY DATE: 08/12/1965

POINT OF

DIVERSION: T06N R41E S22 SWSESW Within MADISON County

PURPOSE AND

PERIOD OF USE:

PURPOSE OF USE
IRRIGATION

PERIOD OF USE
04/01 11/01

QUANTITY
2.360 CFS
1,033.00 AFY

PLACE OF USE: IRRIGATION in MADISON County

T06N R41E S22	NESW	40.00	T06N R41E S22	NWSW	39.00
T06N R41E S22	SWSW	38.00	T06N R41E S22	SESW	39.00
T06N R41E S27	NENW	40.00	T06N R41E S27	NWNW	39.00
T06N R41E S27	SWNW	32.80	T06N R41E S27	SENW	30.00
T06N R41E S27	NESW	1.90	T06N R41E S27	NWSW	20.60
T06N R41E S27	SWSW	14.00	T06N R41E S27	SESW	7.30
T06N R41E S28	SENE	36.00	T06N R41E S28	NESE	21.00
T06N R41E S28	NWSE	5.00	T06N R41E S34	NENW	12.30
T06N R41E S34	NWNW	6.70			

422.6 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 422.6 acres in a single irrigation season. Combined Right Nos.: 22-2178, 22-2256D and 22-7364.

This right is limited to the irrigation of 295 acres within the place of use described above in a single irrigation season.

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

Right 22-2178 and 22-7364 are also diverted through the point of diversion described above.

Failure of the right holder to comply with the conditions of transfer 73540 is cause for the Director to rescind approval of the transfer.

Prior to the diversion and use of water under Transfer approval 73540, the right holder shall install and maintain acceptable measuring device, including data logger, at the authorized point of diversion and in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.

The right holder shall accomplish the change authorized by transfer 73540 prior to September 13, 2008.

A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.

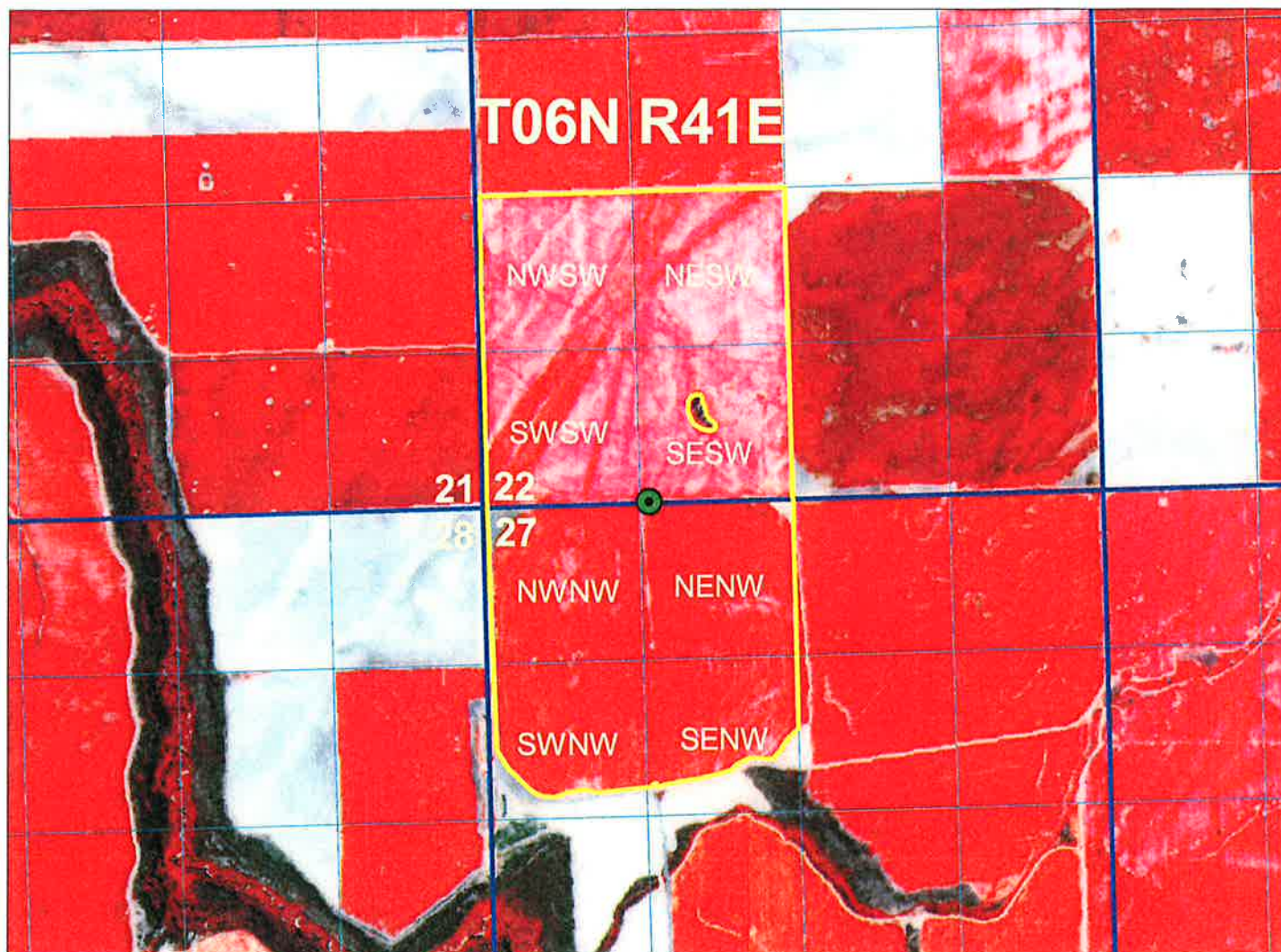


Department of Water Resources

Eastern Region

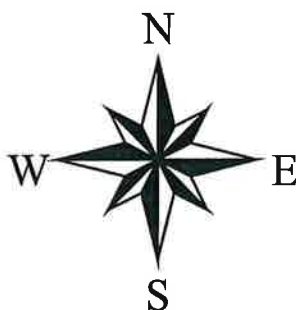


Claim No.: 22-2256D



0 1320 2640 Feet

- Point of Diversion
- 22-2256d.shp
- Township/Range
- Sections
- QQ



GIS Place of Use Illustration
1987/88 NAPP Photography
Prepared by: Kristin Moore
Date Prepared: October 2005

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

In Re SRBA

Water Rights: 22-2256D & 22-7364

Case No. 39576

NOTICE OF COMPLETED
ADMINISTRATIVE
PROCEEDING

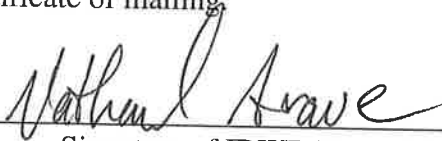
IDWR has completed the following Administrative proceeding:

- ☐ Address change
- ☐ Substitution of Party
- ☒ I.C. § 42-222 transfer 73540
- ☐ point of diversion ☒ place of use
- ☐ period of use ☐ nature of use
- ☐ split of water right ☐ change in ownership

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 Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: 1/29/2009



Signature of IDWR Representative

SCANNED

FEB 03 2009

CERTIFICATE OF MAILING

I certify that on January 30, 2009, I mailed the original and copies of this form to the following persons, postage prepaid by regular mail and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
PO Box 2707
Twin Falls ID 83303-2707

2. One copy to:

Claimant/Seller for Substitution of Party or attorney of record:	
DKJ Farms LLC	BMJ Farms LLC
665 Centennial Loop	1282 S 2 nd E
Rexburg ID 83440	Rexburg ID 83440

3. One copy to:

Claimant/Purchaser for Substitution of Party, or attorney of record:

4. One copy to:

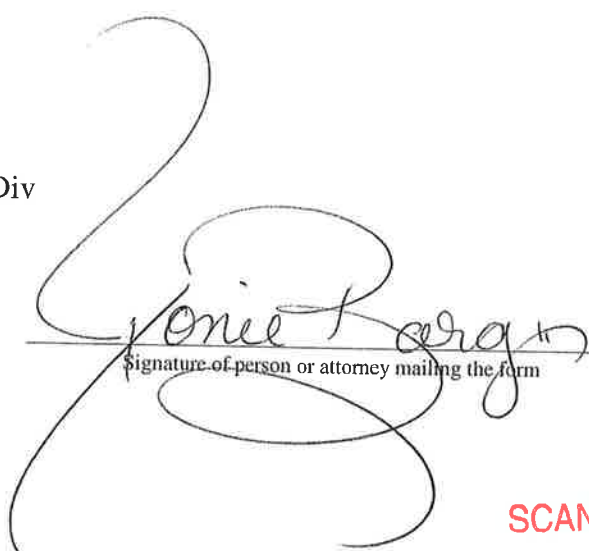
Each party in the subcase, or attorney of record

5. One copy each to:

Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449

6. 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

01/27/2009

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

RIGHT NUMBER: 22-2256D

NAME AND ADDRESS: BMJ FARMS LLC
1282 S 2ND E
REXBURG ID 83440

DKJ FARMS LLC
665 CENTENNIAL LOOP
REXBURG ID 83440

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 2.360 CFS
1,033.00 AFY

The rights listed below are limited to a total combined diversion rate of 5.02 cfs and to a total combined annual diversion volume of 1479.1 AF. Combined Right Nos.: 22-2178, 22-2256D and 22-7364.

This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.

PRIORITY DATE: 08/12/1965

POINT OF
DIVERSION:

T06N R41E S22 SWSESW Within MADISON County

PURPOSE AND
PERIOD OF USE:

	<u>PURPOSE OF USE</u>		<u>PERIOD OF USE</u>		<u>QUANTITY</u>
	IRRIGATION		04/01 11/01		2.360 CFS 1,033.00 AFY
PLACE OF USE:	<u>IRRIGATION in MADISON County</u>				
	T06N R41E S22	NESW	40.00	T06N R41E S22	NWSW 39.00
	T06N R41E S22	SWSW	38.00	T06N R41E S22	SESW 39.00
	T06N R41E S27	NENW	40.00	T06N R41E S27	NWNW 39.00
	T06N R41E S27	SWNW	32.80	T06N R41E S27	SENW 30.00
	T06N R41E S27	NESW	1.90	T06N R41E S27	NWSW 20.60
	T06N R41E S27	SWSW	14.00	T06N R41E S27	SESW 7.30
	T06N R41E S28	SENE	36.00	T06N R41E S28	NESE 21.00
	T06N R41E S28	NWSE	5.00	T06N R41E S34	NENW 12.30
	T06N R41E S34	NWNW	6.70		

422.6 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 422.6 acres in a single irrigation season. Combined Right Nos.: 22-2178, 22-2256D and 22-7364.

This right is limited to the irrigation of 295 acres within the place of use described above in a single irrigation season.

SCANNED

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

FEB 03 2009

This partial decree is subject to such general provisions necessary for

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

SCANNED
FEB 03 2009

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

Right 22-2178 and 22-7364 are also diverted through the point of diversion described above.

Failure of the right holder to comply with the conditions of transfer 73540 is cause for the Director to rescind approval of the transfer.

Prior to the diversion and use of water under Transfer approval 73540, the right holder shall install and maintain acceptable measuring device, including data logger, at the authorized point of diversion and in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.

The right holder shall accomplish the change authorized by transfer 73540 prior to September 13, 2008.

A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.

SCANNED
FEB 03 2009

01/27/2009

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

RIGHT NUMBER: 22-7364

NAME AND ADDRESS: BMJ FARMS LLC
1282 S 2ND E
REXBURG ID 83440

DKJ FARMS LLC
665 CENTENNIAL LOOP
REXBURG ID 83440

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.460 CFS
200.00 AFY

The rights listed below are limited to a total combined diversion rate of 5.02 cfs and to a total combined annual diversion volume of 1479.1 AF. Combined Right Nos.: 22-2178, 22-2256D and 22-7364.

This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.

PRIORITY DATE: 06/05/1981

POINT OF DIVERSION:

T06N R41E S22 SWSESW Within MADISON County

PURPOSE AND PERIOD OF USE:

<u>PURPOSE OF USE</u>		<u>PERIOD OF USE</u>		<u>QUANTITY</u>	
IRRIGATION		04/01	11/01	0.460 CFS 200.00 AFY	
PLACE OF USE: <u>IRRIGATION in MADISON County</u>					
T06N R41E S22	NESW	40.00	T06N R41E S22	NWSW	39.00
T06N R41E S22	SWSW	38.00	T06N R41E S22	SESW	39.00
T06N R41E S27	NENW	40.00	T06N R41E S27	NWNW	39.00
T06N R41E S27	SWNW	32.80	T06N R41E S27	SENW	30.00
T06N R41E S27	NESW	1.90	T06N R41E S27	NWSW	20.60
T06N R41E S27	SWSW	14.00	T06N R41E S27	SESW	7.30
T06N R41E S28	SENE	36.00	T06N R41E S28	NESE	21.00
T06N R41E S28	NWSE	5.00	T06N R41E S34	NENW	12.30
T06N R41E S34	NWNW	6.70			

422.6 ACRES TOTAL

This right is limited to the irrigation of 57 acres within the place of use described above in a single irrigation season.

The rights listed below are limited to the irrigation of a combined total of 422.6 acres in a single irrigation season. Combined Right Nos.: 22-2178, 22-2256D and 22-7364.

SCANNED

FEB 03 2009

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

This partial decree is subject to such general provisions necessary for

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

SCANNED

FEB 03 2009

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

Prior to the diversion and use of water under Transfer approval 73540, the right holder shall install and maintain acceptable measuring device, including data logger, at the authorized point of diversion and in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.

Right 22-2178 and 22-2256D are also diverted through the point of diversion described above.

A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.

The right holder shall accomplish the change authorized by transfer 73540 prior to September 13, 2008.

Failure of the right holder to comply with the conditions of transfer 73540 is cause for the Director to rescind approval of the transfer.



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A • Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

EASTERN REGION

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

February 21, 2008

BMJ FARMS LLC
1282 S 2ND E
REXBURG ID 83440

RE: Transfer #73540 for water right(s) 22-2256D, 22-7364 and Notice of Completed Administrative Proceeding (NCAP)

Dear Claimant:

On September 13, 2007, the Idaho Department of Water Resources (IDWR) approved Transfer #73540, modifying the above referenced water right. Based on this transfer, IDWR water right records for the Snake River Basin Adjudication (SRBA) have been updated.

Furthermore, as directed by the SRBA Court, this office mailed a copy of the updated water right record(s) to each party listed on the enclosed NCAP. The intent of this mailing is to ensure each party has a current record of the water right(s) as recorded in the SRBA.

Please feel free to contact me if you have any questions concerning this matter.

Respectfully,

Jennifer Crabtree

Technical Records Specialist

cc: DKJ Farms LLC
Darrell C. Neville, et al

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

In Re SRBA)

Water Rights: 22-2256D, 22-7364

Case No. 39576)

NOTICE OF COMPLETED
ADMINISTRATIVE
PROCEEDING

IDWR has completed the following Administrative proceeding:

☐ Address change

☐ Substitution of Party

☒ I.C. § 42-222 transfer 73540

☐ point of diversion ☒ place of use

☐ period of use ☐ nature of use

☐ split of water right ☐ change in ownership

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 Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: 1 March 2008

Ernest Carlson

Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on March 7, 2008, I mailed the original and copies of this form to the following persons, postage prepaid by regular mail and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
PO Box 2707
Twin Falls ID 83303-2707

2. One copy to:

Claimant/Seller for Substitution of Party or attorney of record:

BMJ FARMS LLC

DKJ FARMS LLC

1282 S 2ND E

665 CENTENNIAL LOOP

REXBURG ID 83440

REXBURG ID 83440

3. One copy to:

Claimant/Purchaser for Substitution of Party, or attorney of record:

N/A

4. One copy to:

Each party in the subcase, or attorney of record

N/A

5. One copy each to:

Chief Natural Resources Division

Office of the Attorney General

PO Box 44449

Boise ID 83711-4449

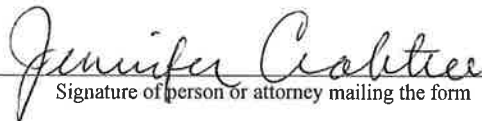
6. One Copy to:

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



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A • Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

EASTERN REGION

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Interim Director

January 26, 2007

RMJ FARMS LLC
1282 S 2ND E
REXBURG ID 83440

RE: Notice of Change of Water Right Ownership (NCO) for 22-2256D, 22-7364
and Notice of Completed Administrative Proceeding (NCAP)

Dear Claimant:

On December 28, 2006, the Idaho Department of Water Resources (IDWR) received an NCO changing the right holder for the above referenced water right(s). Based on this NCO, IDWR water right records for the Snake River Basin Adjudication (SRBA) have been updated.

Furthermore, as directed by the SRBA Court, this office mailed a copy of the updated water right record(s) to each party listed on the enclosed NCAP. The intent of this mailing is to ensure each party has a current record of water right(s) as recorded in the SRBA.

Please feel free to contact me if you have any questions concerning this matter.

Respectfully,

Jennifer Crabtree
Technical Records Specialist

Enclosure

cc: LRJ Farms



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A • Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

EASTERN REGION

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Interim Director

January 26, 2007

DKJ FARMS LLC
665 CENTENNIAL LOOP
REXBURG ID 83440

RE: Notice of Change of Water Right Ownership (NCO) for 22-2256D, 22-7364
and Notice of Completed Administrative Proceeding (NCAP)

Dear Claimant:

On December 28, 2006, the Idaho Department of Water Resources (IDWR) received an NCO changing the right holder for the above referenced water right(s). Based on this NCO, IDWR water right records for the Snake River Basin Adjudication (SRBA) have been updated.

Furthermore, as directed by the SRBA Court, this office mailed a copy of the updated water right record(s) to each party listed on the enclosed NCAP. The intent of this mailing is to ensure each party has a current record of water right(s) as recorded in the SRBA.

Please feel free to contact me if you have any questions concerning this matter.

Respectfully,

Jennifer Crabtree
Technical Records Specialist

Enclosure

cc: LRJ Farms

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

In Re SRBA)

Water Rights: 22-2256D, 22-7364

Case No. 39576)

NOTICE OF COMPLETED
ADMINISTRATIVE
PROCEEDING

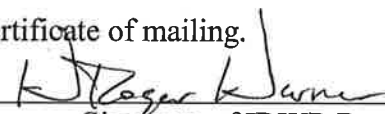
IDWR has completed the following Administrative proceeding:

- ☐ Address change
- ☒ Substitution of Party **LRJ FARMS – BMJ FARMS & DKJ FARMS**
- ☐ I.C. § 42-222 transfer
- | | |
|---|--|
| ☐ point of diversion | ☐ place of use |
| ☐ period of use | ☐ nature of use |
| ☐ split of water right | ☐ change in ownership |

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 Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: 1/26/07



Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on Jan 26, 2007, I mailed the original and copies of this form to the following persons, postage prepaid by regular mail and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
PO Box 2707
Twin Falls ID 83303-2707

2. One copy to:

Claimant/Seller for Substitution of Party or attorney of record:
LRJ FARMS
497 N 4000 E
RIGBY ID 83442

3. One copy to:

Claimant/Purchaser for Substitution of Party, or attorney of record:
BMJ FARMS LLC DKJ FARMS LLC
1282 S 2ND E 665 CENTENNIAL LOOP
REXBURG ID 83440 REXBURG ID 83440

4. One copy to:

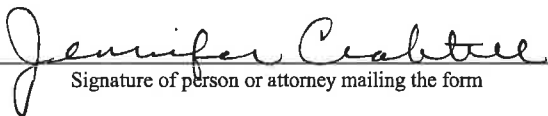
Each party in the subcase, or attorney of record
N/A

5. One copy each to:

Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449

6. 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

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

RECEIVED
DEC 28 2006
 Department of Water Resources
 Eastern Region

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

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (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(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
	22 - 7364				
	22 - 2256D				

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts. 0
- 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)	L R J Farms	~~D R J Farms LLC~~
4. New Owner/Claimant(s)	B M J Farms LLC	D R J Farms LLC
Name Connector (Check one): [] and, [] or, [] and/or		
New Mailing Address	1282 S. 2nd E	665 Centennial Loop
City, State and ZIP Code	Reynolds Id. 83440	
New Telephone Number	(208) 352-9079	(208) 356-7433
5. Date you acquired the property	4-10-06	4-10-06

10-12-05

Recommended as found in field exam by Skip and also as claimed. Original License allows 0.008 cfs/ac . In transfer 2749, $2.37 \text{ cfs}/297 \text{ ac}$. Skip outlined 292 ac. of irrigated property w/in licensed POU and 2.6 ac. outside of licensed POU. Comparing 1987 and 1992 imagery, I concluded that the 1987 photo had some rectification errors. Recommending 295 ac for POU w/ $.008 \text{ cfs/ac}$.

OK
per EC
6-30-05

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.

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
	A22-22560	N			
	A22-07364	N			

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)

Alan D. Rasmussen

P.O. Box 608 Rexburg, ID 83440

4. New Owner/Claimant(s)

Lawrence R. Jensen LRT Farms Limited Partnership

Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

497 N. 4000 E

City, State and ZIP Code

Rigby ID 83442

New Telephone Number

208 745-1150

5. Date you acquired the property

April 13, 1995

(cell) 351-5311

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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)

Lawrence Jensen

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 *EMC*

Date

6-24-05

Fee

N/A

Received by _____

Date _____

Receipt No. _____

Processed by _____

AJ

Date _____

WR _____

Date _____

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JUL 01 2005



SCHEDULE A

Order No. M-21530

Policy No. CW - 639866
5-17-95 / NWFCS, ACA
attn: Lorna

Amount of Insurance \$ 650,000.00

Premium \$ 1,977.50

Endorsements: 25A

TOTAL \$ 25.00
\$ 2,002.50

Date of Policy: April 13, 1995 @ 17:14 p.m.

1. Name of Insured:

Northwest Farm Credit Services, A.C.A.

2. The estate or interest in the land which is encumbered by the insured mortgage is:

FEE SIMPLE

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

LRJ FARMS LIMITED PARTNERSHIP, AN IDAHO LIMITED PARTNERSHIP

4. The insured mortgage and assignments thereof, if any, are described as follows:

Mortgage to secure an indebtedness in the original principal sum of \$650,000.00, recorded April 13, 1995, as Instrument No. 256027, records of Madison County, Idaho:

Mortgagor: Lawrence R. Jensen, a married person dealing with his sole and separate property; LRJ Farms Limited Partnership, a limited partnership; Lawrence R. Jensen, a general partner

Mortgagee: Northwest Farm Credit Services, ACA

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

SEE ATTACHED SCHEDULE "C"

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JUL 01 2005



ALTA Owner's Policy
(10/27/92)
Schedule B

SCHEDULE B

Order No. M-21530

Policy No. CW - 639866

EXCEPTIONS FROM COVERAGE

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

PART I

SECTION 1

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.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances 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 whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

SECTION 2

1. Taxes for the year 1995 are an accruing lien not yet due or payable.
2. Pole Line Easement by and between J.C. Siddoway and Ruth B. Siddoway his wife, and Utah Power & Light Company, a corporation, recorded in Book 151 page 560 of the records of Madison County, Idaho (covers portion of Sections 28, 27 & 34).

PROFIT

SCHEDULE B CONTINUED

SCANNED

JUL 01 2005



SCHEDULE B CONTINUED

Policy No. CW - 639866
Order No. M-21530

3. Easement by and between State Board of Land Commissioners, and Utah Power & Light Company, recorded in Book 151 page 589 of the records of Madison County, Idaho (covers portion of Section 27).
4. Easement by and between the State Board of Land Commissioners, and Ross Parkinson and Alice Parkinson, recorded April 5, 1966 as Instrument No. 128821 (covers portion of Section 22).
5. Pole Line Easement by and between Ross Parkinson and Alice Parkinson, his wife, and Utah Power & Light Company, recorded December 23, 1968 as Instrument No. 135574 (covers portion of Sections 27 & 34).
6. Pole Line Easement by and between Ross Parkinson and Alice Parkinson, his wife, and Utah Power & Light Company, recorded December 23, 1968 as Instrument No. 135575 (covers portion of Sections 27 & 34).
7. Pole Line Easement by and between Paul Nedrow and Glennis M. Nedrow, his wife, and Utah Power & Light Company, recorded December 23, 1968 as Instrument No. 135576 (covers portion of Section 27).
8. Easement by and between Paul Nedrow, and Utah Power & Light Company, recorded June 30, 1971 as Instrument No. 142426 (covers portion of Section 27).
9. Reservations to the state reserving all coal, oil, and all minerals as pursuant to Section 47-701, Idaho Code.
10. Easement by and between Parkinson Farms Inc., and Utah Power & Light Company, recorded November 28, 1983 as Instrument No. 201413 (covers portion of Sections 22 & 27).

END OF SCHEDULE B

PROFILED

SCANNED
JUL 01 2005



Form No. 1056-4
All Policy Forms

No. M-21530
CW - 639866

SCHEDULE C

The land referred to in this policy is situated in the State of Idaho, County of **Madison** and is described as follows:

TRACT I

Township 6 North, Range 41 East, Boise Meridian, Madison County, Idaho

Section 22: SW1/4

Section 27: NW1/4, LESS that portion of the SE1/4NW1/4 lying South of the County Road; and all that portion of the W1/2SW1/4 lying North and East of the center line of Moody Creek.

Excepting Therefrom: Commencing at the Southwest Corner of the NW1/4 of said Section 27, and running thence North 500 feet; thence East 250 feet; thence South 500 feet; thence West 250 feet to the point of beginning.

Section 28: SE1/4NE1/4 and SE1/4 lying North of the Centerline of Moody Creek.

Excepting Therefrom: Commencing at a point 360 feet South of the Northeast Corner of the SE1/4NE1/4 of said Section 28, and running thence West 120 feet; thence South 1020 feet; thence East 120 feet; thence North 1020 feet to the point of beginning.

Section 34: All that portion of the NW1/4NW1/4 lying East of the Centerline of Moody Creek.

Section 34: All that portion of the SW1/4NW1/4 lying North of the Centerline of Moody Creek.

TRACT II

Township 6 North, Range 41 East, Boise Meridian, Madison County, Idaho

Section 27: SE1/4SW1/4 lying West of the County Road.

Section 34: NE1/4NW1/4 lying West of the County Road.

PROFILED

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JUL 01 2005

256027

Customer/Note No: 37118 - 441

After Recording Return to: Farm Credit Services - Rexburg
217 North Second East
PO Box 157
Rexburg, ID 83440

Mortgage

THIS MORTGAGE IS ALSO INTENDED TO BE A FIXTURE FILING.

On April 13, 1995, Lawrence R. Jensen, a married person dealing in his/her separate property; LRJ Farms Limited Partnership, a limited partnership, Lawrence R. Jensen, a general partner hereinafter called Mortgagors, whose address is

5274 S 2000 W
Rexburg, ID 83440

grant, convey, warrant, transfer and assign to Northwest Farm Credit Services, ACA, a corporation organized under the Farm Credit Act of 1971, as amended, hereinafter called Mortgagee, whose address is West 601 First Avenue, P.O. Box TAF-C5, Spokane, Washington 99220-4005, a mortgage and security interest in property in Madison County(ies), State of Idaho, more particularly described as follows:

TRACT I

Township 6 North, Range 41 East, Boise Meridian, Madison County, Idaho
Section 22: SW1/4

Section 27: NW1/4, LESS that portion of the SE1/4NW1/4 lying South of the County Road; and all that portion of the W1/2SW1/4 lying North and East of the center line of Moody Creek.

Excepting Therefrom: Commencing at the Southwest Corner of the NW1/4 of said Section 27, and running thence North 500 feet; thence East 250 feet; thence South 500 feet; thence West 250 feet to the point of beginning.

Section 28: SE1/4NE1/4 and SE1/4 lying North of the Centerline of Moody Creek.

Excepting Therefrom: Commencing at a point 360 feet South of the Northeast Corner of the SE1/4NE1/4 of said Section 28, and running thence West 120 feet; thence South 1020 feet; thence East 120 feet; thence North 1020 feet to the point of beginning.

Section 34: All that portion of the NW1/4NW1/4 lying East of the Centerline of Moody Creek.

Section 34: All that portion of the SW1/4NW1/4 lying North of the Centerline of Moody Creek.

TRACT II

Township 6 North, Range 41 East, Boise Meridian, Madison County, Idaho

Section 27: SE1/4SW1/4 lying West of the County Road.

Section 34: NE1/4NW1/4 lying West of the County Road;

All irrigation equipment, now owned and used, in whole or in part, to irrigate the mortgaged property, together with all similar goods which may be acquired at any time, any additions, replacements, substitutions and accessions;

All equipment, machinery, appliances, and tools which are related to or a part of the potato cellar facility, including but not limited to all property described herein, all similar goods which may be acquired at any time, any additions, replacements, substitutions and accessions;

and including all rents, issues, profits, buildings and improvements thereon and in all tenements, hereditaments, rights, privileges, easements, rights of way and appurtenances, (including without limitation private roads, grazing privileges, water rights, ditches and conduits and rights of way therefor, all plumbing, lighting, heating, cooling, ventilating, elevating, and irrigating apparatus and other equipment and fixtures, now or hereafter belonging to or used in connection therewith), all of which is hereinafter called the "Property."

The following described Note(s), Membership Agreements, security documents and any other documents or instruments signed in connection with the Note(s) and security documents and any amendments thereto are collectively called the "Loan Documents." "Advances" shall include any amounts provided to Mortgagor under the terms of the Loan Documents and any amounts expended by Mortgagee to protect the Property or enforce its rights under the Loan Documents. This conveyance is intended to secure performance of the covenants and agreements contained herein, and in any Loan Documents, and payment of the indebtedness under the terms of the Note(s) made by Mortgagors to the order of Mortgagee, with interest and charges as provided therein and in the Loan Documents, and any extensions, modifications or renewals thereof:

256027

DATE
OF NOTE

April 13, 1995

PRINCIPAL
AMOUNT

\$650,000.00

FINAL
INSTALLMENT DATE

July 1, 2015

The terms of the Note(s) and Loan Documents, described above, provide that the interest rate, payment terms or amounts due may be indexed, adjusted, renewed or renegotiated.

Mortgagors and each of them REPRESENT, WARRANT, COVENANT and AGREE:

1. That they have title to the Property free from encumbrances, except as described above, they have good right and lawful authority to convey and encumber the same; they will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever; and they agree this covenant shall not be extinguished by foreclosure or other transfers.
2. To keep all buildings and other improvements, now or hereafter existing, in good repair, not to remove or demolish or permit the removal or demolition of any building or other improvement; to restore promptly in a good and workmanlike manner, any building or improvement, which may be damaged or destroyed; to maintain and cultivate the Property in a good and husbandlike manner, using approved methods for preserving the fertility and productivity thereof; not to change or permit change in the use of the Property; and not to do anything which would reduce the value of the Property.
3. To maintain casualty insurance, naming Mortgagee as loss payee, on all buildings and improvements, against loss or damage by fire or other risks; to maintain liability insurance; to pay all premiums and charges on all such insurance when due; and to provide Mortgagee satisfactory evidence of such insurance upon request. All such insurance shall be in such form(s), with such company(ies) and in such amount(s) as shall be satisfactory to Mortgagee.
4. Not to apply or enter into any federal, state, or local program which limits or restricts the use of the Property, in any way, without prior written consent of Mortgagee.
5. To pay all debts and money, secured hereby, when due; to pay, when due, all taxes, assessments, rents and other charges upon the Property and to suffer no other encumbrance, charge or lien on the Property, which would be superior to this mortgage, except as stated above.
6. To specifically assign and deliver to Mortgagee all rents, royalties, damages and payments of every kind, including without limitation insurance reimbursements and condemnation awards, at any time accruing, for any transfer, loss or seizure of the Property, any portion thereof or any rights therein; and Mortgagee may, at its option, apply such amounts in any proportion to any of the indebtedness hereby secured; and Mortgagee shall have the right to enter upon the Property to make full inspection of the Property.
7. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and its use, including without limitation all environmental laws; not to use or permit the use of the Property for any unlawful or objectionable purpose or for any purpose that poses an unreasonable risk of harm, or that impairs or may impair the value of the Property, or any part thereof; not to apply residue from waste water treatment facilities to the Property without prior written notice to Mortgagee; to remedy any environmental contamination or violation of environmental laws that may occur or be discovered in the future; to allow Mortgagee access to the Property to inspect its condition and to test and monitor for compliance with applicable laws (any inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of Mortgagee to Mortgagors or to any other person), to forward copies of any notices received from any environmental agencies to Mortgagee; to provide Mortgagee copies of any independent test or inspection reports on the environmental status of the Property; and to indemnify and hold Mortgagee, its directors, employees, agents and its successors and assigns, harmless from and against any environmental claims of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, attorney's fees.
8. That neither Mortgagors nor, to the best of the Mortgagor's knowledge, any prior owner has created or permitted conditions on the Property, which may give rise to environmental liability; no enforcement actions are pending or threatened; no underground tanks are located on the Property except as already disclosed; any such underground tanks currently or previously located on the Property do not now and never have leaked and no contaminated soil is located on the Property; and Mortgagor's representations, warranties, covenants and indemnities herein and in the Loan Documents shall survive satisfaction of the Note(s) and Loan Documents, foreclosure of this mortgage, acceptance of a deed in lieu of foreclosure or any transfer or abandonment of the Property.
9. To perform all terms and conditions of each water or other contract, described above, if any, and to promptly pay all sums due or to become due under each contract so that no delinquency or default will occur under such contract(s); to perform all acts necessary to perfect and maintain any water permit, certificate, license or other water interest, however designated, described in or used in conjunction with the real property described above; any assignment of any such interest during the term of this mortgage, naming Mortgagee as an assignee shall be for security purposes and shall not:

PROFILED

Mortgage (37118-441)

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JUL 01 2005

alter Mortgagors' obligations hereunder; and any failure of Mortgagors to perform any such obligation shall constitute an event of default.

10. That the term "Grazing Rights," as hereinafter used refers to that portion of the Property, if any, consisting of grazing leases, permits, licenses, privileges, and preferences, or any of them, which have or will be assigned, mortgaged or waived to Mortgagee, together with any additions, renewals, replacements or substitutions thereof; if any portion of the Grazing Rights is a leasehold interest in state lands, such leasehold shall be considered to be real property; such leasehold and all other real property portions of the Property constitute a single operating unit; and in the event of foreclosure, Mortgagee shall have the right to have such leasehold and the other real property sold as a unit and not in parcels; any statements and representations in any applications for Grazing Rights are true and correct; Mortgagors have received no notice that the Grazing Rights have or are to be terminated, cancelled or modified; and any termination or cancellation of any of the Grazing Rights shall constitute an event of default under this mortgage.
11. To execute any instrument deemed necessary by the Mortgagee to assign, mortgage or waive such Grazing Rights to the Mortgagee; to pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing the Grazing Rights; to take no action which would adversely affect the Grazing Rights; to procure renewals of the Grazing Rights upon or prior to their expiration date; to operate the lands covered by the Grazing Rights in conjunction with the other real estate portion of the Property and not to convey or attempt to convey either separately; to forward to Mortgagee copies of any notices received by Mortgagors regarding the Grazing Rights; and in the event of foreclosure of this mortgage, to waive all claims for preference in the Grazing Rights upon demand from the purchaser of the Property at foreclosure sale, or from any successor to such purchaser.
12. That if the Property is within an irrigation block and/or subject to water service contract(s) governed by the provisions of "Federal reclamation law," and the regulations issued thereunder, Mortgagors shall comply with the terms and provisions of said laws, regulations and contracts; Mortgagors, and each of them, for themselves, their heirs, successors and assigns, hereby appoint Mortgagee their attorney-in-fact to select and designate the portion of the Property to be subject to a recordable contract, in the event Mortgagors become subject to the excess land limitation; if Mortgagors fail to comply with the terms of said law, regulations or contracts, or if the delivery of water for the irrigation of the Property is discontinued in whole or in part, Mortgagors shall be in default; in the event the Bureau of Reclamation determines that continued drainage maintenance on the Property is no longer feasible, and Mortgagors purchase other lands offered as a preference purchase right (as an adjustment for wetlands), Mortgagors shall execute a supplemental mortgage on such lands in favor of the Mortgagee; and failure to execute such mortgage on demand, shall constitute an event of default.
13. That in the event of default in any of the covenants or agreements herein, or in any of the Loan Documents, Mortgagee may, at its option perform the same, in whole or in part; any advances, including, without limitation, attorney fees or costs, paid or incurred by Mortgagee to protect or enforce its rights under the Loan Documents, in bankruptcy, appellate proceedings or otherwise, shall be payable on demand and shall become a part of the indebtedness secured by this mortgage.
14. That the indebtedness and obligations secured by this mortgage are personal to the Mortgagors and are not assignable by Mortgagors; Mortgagee relied upon the credit of Mortgagors, the interest of Mortgagors in the Property and the financial market conditions then existing when making this loan; if Mortgagors sell, transfer or convey or contract to sell, transfer or convey the Property, or any portion thereof, or if the ownership of any corporation or partnership, owning all or any portion of the Property shall be changed either by voluntary or involuntary sale or transfer or by operation of law, without prior written consent of Mortgagee, or if Mortgagors default in the payment of the indebtedness, or with respect to any warranty, covenant or agreement in the Loan Documents or if a receiver or trustee for any part of the Property is appointed, or if any proceedings under the bankruptcy or insolvency laws is commenced by or against Mortgagors, or if Mortgagors become insolvent, or if any action is commenced to foreclose or enforce a lien on any portion of the Property, then, Mortgagors shall be in default hereunder.
15. That time is of the essence and in the event of default, at Mortgagee's option, the entire indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate set forth in the Loan Documents for delinquent payments; Mortgagee shall have the right to foreclose the lien of this mortgage, to have a receiver appointed in any court proceeding; to collect any rents, issues and profits from the Property and apply them against the indebtedness hereby secured and to exercise any rights and remedies available under the Uniform Commercial Code for the state in which the property is located; and reasonable notice if required by such Code shall be five (5) days.
16. That the failure of Mortgagee to exercise any right or option provided herein, at any time shall not preclude Mortgagee from exercising any of such rights at any other time; the covenants and agreements contained herein shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns; all rights conferred on Mortgagee are cumulative and additional to any rights conferred by law; and if any provision is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and the mortgage shall be construed as though such provision had been omitted.
17. That Mortgagors and each of them join in this instrument for the purpose of subjecting each of their right, title and interest, if any, in the Property, whether of record or otherwise and including any right to possession, to the lien of this mortgage.

SCANNED

PROMISED

Lawrence R. Jensen
Lawrence R. Jensen

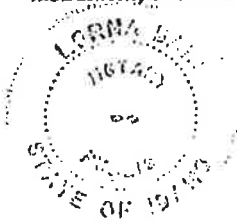
256027

LRJ Farms Limited Partnership, a limited partnership

By: Lawrence R. Jensen
Lawrence R. Jensen, a general partner

STATE OF Idaho
County of Madison)ss.

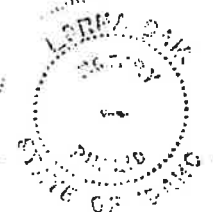
On this 13th day of April, 1995, before me personally appeared Lawrence R. Jensen, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



Lena Brin
Notary Public for the State of Idaho
Residing at McIntosh
My commission expires 12-31-96

STATE OF Idaho
County of Madison)ss.

On this 13th day of April, 1995, before me personally appeared Lawrence R. Jensen, known to me to be a general partner in the limited partnership which executed the within instrument, and acknowledged that he/she executed the same as one of the partners and in the partnership name freely and voluntarily.



Lena Brin
Notary Public for the State of Idaho
Residing at McIntosh
My commission expires 12-31-96

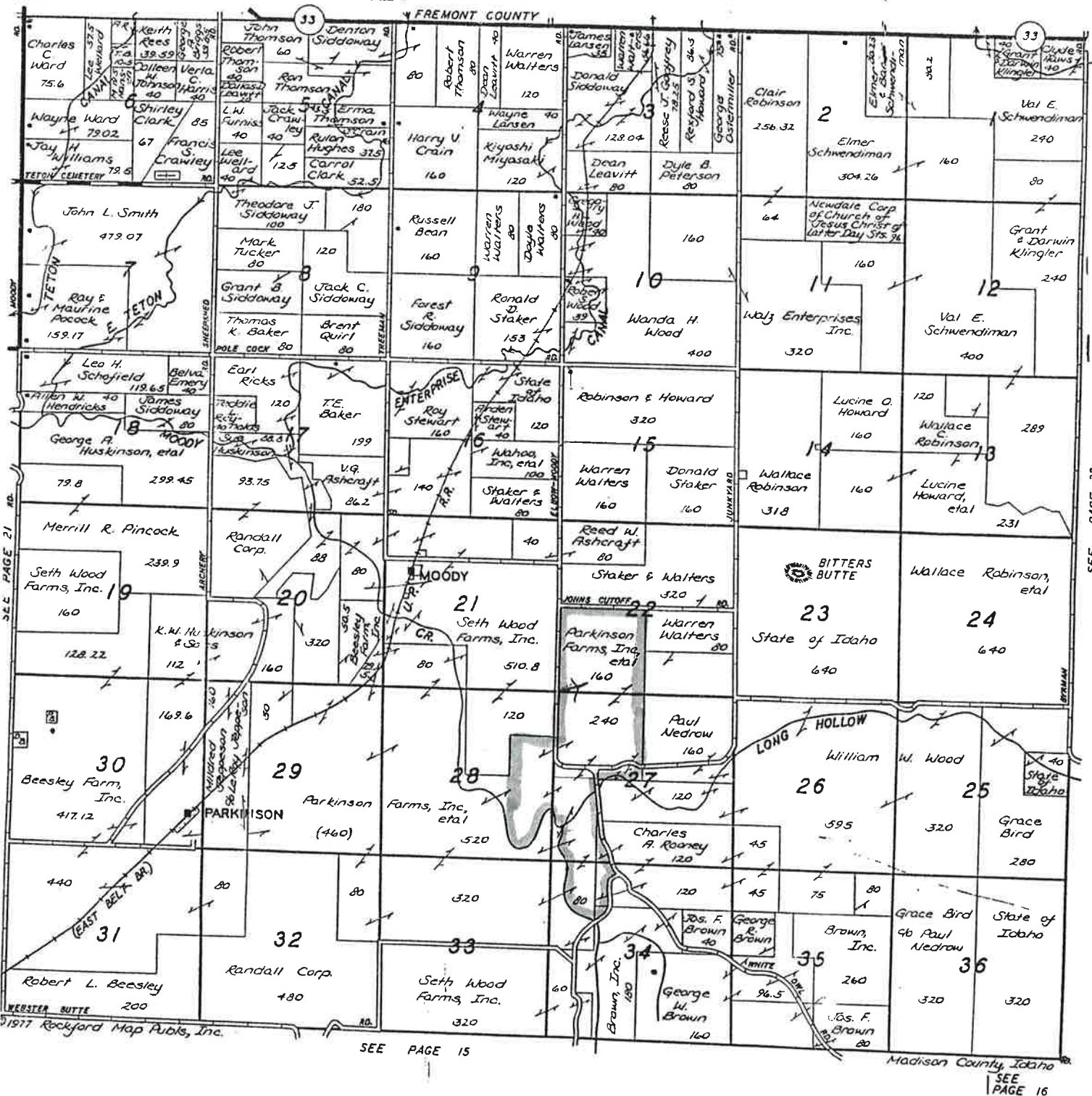
Mortgagee acknowledges that this mortgage is subject to a security interest in favor of AgAmerica, FCB (Bank) and by its acceptor hereof and pursuant to and in confirmation of certain agreements and assignments by and between Mortgagee and Bank, does assign, transfer and set over the same unto Bank, its successors and assigns, to secure all obligations of Mortgagee to Bank, provided that pursuant to such agreements and assignments Mortgagee has authority to perform all loan servicing and collection actions and activities hereunder, including, without limitation thereto, releasing in whole or in part and foreclosing judicially or otherwise this mortgage until the Bank, by instrument recorded in the office in which this mortgage is recorded, revokes such authority; provided, however, if Bank is the Mortgagee in this transaction, this paragraph is without effect.

PROFILED

SCANNED
JUL 01 2005

Mortgage (37118-441)

State of Idaho)ss 256027
County of Madison)
I hereby certify that the within instrument was
filed APR 13 1995
1995 at 1:47 M and 256027
recorded on File 256027
by DETH B. REESE Recorder
DETH B. REESE Deputy
At the request of _____
First American Title Company





Full Service Bank

Idaho Bank & Trust Co.

Member Federal Deposit Insurance Corporation

SPECIALISTS IN REAL ESTATE LENDING

149 WEST MAIN - REXBURG, IDAHO - PHONE: 356-9255

* Pocatello (4) * Blackfoot * Burley (2) * Paul * Chubbuck * American Falls * Twin Falls * Rexburg
 * Boise (3) * Caldwell * Lewiston * Nampa * Grangeville * Kooskia * Riggins

First American Title Company

256018

GRANT DEED

To transfer its assets to its partners, in direct proportion to the partners' percentages of interest in the partnership, and without monetary consideration, H & L FARMS LIMITED PARTNERSHIP, of Rexburg, Idaho 83440, by HOWARD J. JENSEN and LAWRENCE R. JENSEN, as general partners, does hereby grant and convey to HOWARD J. JENSEN, of 1031 Barney Dairy Rd., Rexburg, Idaho 83440, an undivided 24.88 percent interest; to LAWRENCE R. JENSEN, of 5274 S. 2000 W., Rexburg, ID 83440, an undivided 40.58 percent interest; to CHRISTIN M. RICHARDSON, fka Christin M. Jensen, of 5580 S. Waterfront Dr., Salt Lake City, UT 84123, an undivided 4.71 percent interest; to JENNIFER A. JENSEN, of 5580 S. Waterfront Dr., Salt Lake City, UT 84123, an undivided 4.71 percent interest; to JESSIE RAE W. JENSEN, of 1031 Barney Dairy Rd., Rexburg, ID 83440, an undivided 6.28 percent interest; to RODNEY J. JENSEN, of 260 W. 1st N., Rexburg, ID 83440, an undivided 9.42 percent interest; and to MARK A. JENSEN, of 1718 W. 190 S., Rexburg, ID 83440, an undivided 9.42 percent interest, in and to the following described real property in Madison County, State of Idaho, to-wit:

HOMESTEAD

Tract 1:

The S $\frac{1}{4}$ N $\frac{1}{4}$ of Section 20, Township 5 North, Range 40 E.B.M., Madison County, Idaho.

Tract 2:

Township 5 North, Range 40 East, Boise Meridian, Madison County, Idaho.

Section 19: NE $\frac{1}{4}$;

NE $\frac{1}{4}$ NW $\frac{1}{4}$ LESS: That tillable portion of the Southwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 19, lying below the bluff and described in approximate terms as follows: Commencing at a point 350 feet East of the Southwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 19, aforesaid and running thence West 350 feet, thence North 400 feet; and thence Southeasterly in a straight line to the point of beginning.

PROFILED

SCANNED

JUL 01 2005

258018

And an undivided 75% interest (the other undivided 25% interest is owned by Michelle K. Jacobson, fka Michelle K. Jensen) in and to the following described real property in Madison County, Idaho, to-wit:

HIBBARD PLACE (TRACT 1)

Beginning at the Northeast corner of the Southwest Quarter of Section 14, Township 6 North, Range 39 East, Boise Meridian, Madison County, Idaho, and running thence South 2,640 feet, more or less, to the South Quarter corner of said section; thence West 495 feet; thence North 1,760 feet; thence West 495 feet; thence North 880 feet, and thence East 990 feet to the point of beginning.

HIBBARD PLACE (TRACT 2)

The South Half of the Northeast Quarter; the South Half of the Northwest Quarter of the Northeast Quarter; and the West 100 rods of the Southeast Quarter, all in Section 14, Township 6 North, Range 39 East, Boise Meridian, in Madison County, Idaho.

Together with 7 shares of the capital stock of the Island Ward Canal Company, 2 shares of the capital stock in the Consolidated Canal Company and 8 shares of the capital stock of the Teton Island Canal Company.

LESS THE FOLLOWING: Commencing at a point 257.5 feet North of the Southeast corner of the Northeast Quarter of said Section 14, Township 6 North, Range 39 E.B.M. (which point is in the center of the paved surface of the county road), and running thence West 45 feet, more or less, to the West boundary line of said county road, thence West 168 feet, more or less, to the Westerly edge of a row of treated railroad ties placed in a elongated position along the Westerly edge of the residential lot; thence North, following the Westerly edge of said railroad ties, a distance of 148 feet; thence East 168 feet, more or less, to the West boundary line of said county road; thence East 45 feet, more or less, to the section line (in the center of the paved portion of said county road); thence South 148 feet to the point of beginning, together with the residential home located thereon.

PARKINSON I

Commencing at the Northeast corner of Section 23, Township 6 North, Range 40 East, Boise Meridian, in Madison County, Idaho, and running thence North 80 rods

GRANT DEED - 2

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SCANNED
JUL 01 2005

256018

to the Northeast corner of the Southeast Quarter Southeast Quarter of Section 14, Township 6 North, Range 40 East, Boise Meridian, and running thence West 320 rods to the section line; thence South 320 rods to the Southwest corner of the Northwest Quarter Southwest Quarter of said Section 23, Township 6 North, Range 40 East, Boise Meridian; thence East approximately 168 rods to the centerline of Rocky Hollow; thence following the center meander line of said Rocky Hollow Northeasterly approximately 220 rods to a point 16 rods South and 48 rods West of the point of beginning; thence continuing along the center meander line of said Rocky Hollow in a Southeasterly direction approximately 90 rods to its intersection with the East line of said Section 23; thence North 84 rods, more or less, to the point of beginning.

EXCEPTING THEREFROM: Commencing at the Northwest corner of the Southwest Quarter Southwest Quarter of said Section 14, Township 6 North, Range 40 East, Boise Meridian, and running thence East 1548 feet, more or less, to a point where the South bank of the Woodmansee-Johnson Mill Ditch intersects the North line of said Southwest Quarter Southwest Quarter of said Section 14, Township 6 North, Range 40 East, Boise Meridian; thence in a generally Southwesterly direction following the South bank of said Woodmansee-Johnson Mill Ditch to the point where said ditch intersects with the West boundary line of said Section 14, Township 6 North, Range 40 East, Boise Meridian, and at a point approximately 530 feet South of the starting point; thence North 530 feet, more or less, to the point of beginning.

PARKINSON II

Tract I:

Township 6 North, Range 41 East, Boise Meridian, Madison County, Idaho.

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

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

EXCEPTING THEREFROM that portion of the SE $\frac{1}{4}$ /4NW $\frac{1}{4}$ /4 lying South of the County Road.

ALSO EXCEPTING THEREFROM: Commencing at the Southwest Corner of the NW $\frac{1}{4}$ of said Section 27, and running thence North 500 feet; thence East 250 feet; thence South 500 feet; and thence West 250 feet to the point of beginning.

GRANT DEED - 3
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SCANNED
JUL 01 2005

256018

Section 34: All that portion of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ lying East of the centerline of Moody Creek.

Tract II:

Township 6 North, Range 41 East, Boise Meridian, Madison County, Idaho

Section 27: All that portion of the W $\frac{1}{4}$ SW $\frac{1}{4}$ lying North and East of the centerline of Moody Creek.

Section 28: SE $\frac{1}{4}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ lying North of the centerline of Moody Creek.

EXCEPTING THEREFROM: Commencing at a point 360 feet South of the Northeast Corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 28, and running thence West 120 feet; thence South 1,020 feet; thence East 120 feet; and thence North 1,020 feet to the point of beginning.

Section 34: All that portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ lying North of the centerline of Moody Creek.

Tract III:

Township 6 North, Range 41 East, Boise Meridian, Madison County, Idaho

Section 27: SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying West of the County Road.

Section 34: NE $\frac{1}{4}$ SW $\frac{1}{4}$ lying West of the County Road.

SPRINKLER IRRIGATION EQUIPMENT: Located on above described property.

- (1) 300 HP GE Turbine Motor
- (1) 100 HP Cornell Pump Booster, Model 5RB60-4, S/N 30103
- (1) Pump Panel, Main Square D. Class 8940, Type XH4, S/N 605597
- (1) Booster, Square D, Class 8940, Type XF4, S/N 280955
- (2) Valley Swing Span Irrigation Systems, S/N 28501 - S/N 28502
- (5) 1/4 mile 4" Hook & Latch Sprinkler Handlines

All mainline, either permanent or portable.
Including all water rights including but not limited to Water License Identification #A22-0226D for 2.37 C.F.S. and Water License Identification #A22-07364 for 0.530 C.F.S.

GRANT DEED - 4
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SCANNED

JUL 01 2005

256018

TOGETHER With any and all improvements and appurtenances thereto; rents, issues and profits thereof; and reversions and remainders.

SUBJECT TO all unpaid taxes and indebtedness thereon, if any.

DATED This 13th day of March, 1995.

State of Idaho }
County of Madison } SS
I hereby certify that the within instrument was
filed APR 13 1995
at 16:55 M., and
recorded on Film 256018
Fee 15.00
by BETH B. REESE, Recorder
Beth B. Reese Deputy
At the request of _____
First American Title Company

H & L FARMS LIMITED
PARTNERSHIP

By: Howard J. Jensen
Howard J. Jensen
General Partner

By: Lawrence R. Jensen
Lawrence R. Jensen
General Partner

STATE OF IDAHO)
County of Madison) ss.

On this 13th day of March, 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared HOWARD J. JENSEN and LAWRENCE R. JENSEN, known to me to be the persons whose names are subscribed to the within instrument as the general partners of H & L Farms Limited Partnership and acknowledged to me that they executed the same as such partners of said partnership.

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

Donna C. Keller
Notary Public for Idaho
Residing at Rexburg, Idaho
Commission Expires: 11-15-99

GRANT DEED - 5
pj:\jensen.gd1

SCANNED

JUL 01 2005

PROFILE

First American Title Company

256019

GRANT DEED

IN EXCHANGE FOR LIKE PROPERTY OF EQUAL VALUE, HOWARD J. JENSEN, of 1031 Barney Dairy Rd., Rexburg, Idaho 83440; JESSIE RAE W. JENSEN, of 1031 Barney Dairy Rd., Rexburg, ID 83440; RODNEY J. JENSEN, of 260 W. 1st N., Rexburg, ID 83440, with his spouse RANDI SUE JENSEN, of 260 W. 1st N., Rexburg, ID 83440, joining in to convey any doubtful interest; and MARK A. JENSEN, of 1718 W. 190 S., Rexburg, ID 83440, with his spouse JENNIFER JENSEN, of 1718 W. 190 S., Rexburg, ID 83440, joining in to convey any doubtful interest, do hereby grant and convey to LAWRENCE R. JENSEN, of 5274 S. 2000 W., Rexburg, ID 83440, an undivided 94.34 percent interest; to CHRISTIN M. RICHARDSON, fka Christin M. Jensen, of 5580 S. Waterfront Dr., Salt Lake City, UT 84123, an undivided 2.83 percent interest; and to JENNIFER A. JENSEN, of 5580 S. Waterfront Dr., Salt Lake City, UT 84123, an undivided 2.83 percent interest, in and to their interest in the following described real property in Madison County, State of Idaho, to-wit:

HOMESTEAD

Tract 1:

The S $\frac{1}{4}$ N $\frac{1}{4}$ of Section 20, Township 5 North, Range 40 E.B.M., Madison County, Idaho.

Tract 2:

Township 5 North, Range 40 East, Boise Meridian, Madison County, Idaho.

Section 19: NE $\frac{1}{4}$;

NE $\frac{1}{4}$ NW $\frac{1}{4}$ LESS: That tillable portion of the Southwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 19, lying below the bluff and described in approximate terms as follows: Commencing at a point 350 feet East of the Southwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 19,

FROM

SCANNED

JUL 01 2005

aforesaid and running thence West 350 feet, thence North 400 feet; and thence Southeasterly in a straight line to the point of beginning.

PARKINSON II

Tract I:

Township 6 North, Range 41 East, Boise Meridian,
Madison County, Idaho.

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

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

EXCEPTING THEREFROM that portion of the SE $\frac{1}{4}$ /4NW $\frac{1}{4}$ lying South of the County Road.

ALSO EXCEPTING THEREFROM: Commencing at the Southwest Corner of the NW $\frac{1}{4}$ of said Section 27, and running thence North 500 feet; thence East 250 feet; thence South 500 feet; and thence West 250 feet to the point of beginning.

Section 34: All that portion of the NW $\frac{1}{4}$ /NW $\frac{1}{4}$ lying East of the Centerline of Moody Creek.

Tract II:

Township 6 North, Range 41 East, Boise Meridian,
Madison County, Idaho

Section 27: All that portion of the W $\frac{1}{4}$ /SW $\frac{1}{4}$ lying North and East of the centerline of Moody Creek.

Section 28: SE $\frac{1}{4}$ /NE $\frac{1}{4}$ and SE $\frac{1}{4}$ lying North of the center line of Moody Creek.

EXCEPTING THEREFROM: Commencing at a point 360 feet South of the Northeast Corner of the SE $\frac{1}{4}$ /NE $\frac{1}{4}$ of said Section 28, and running thence West 120 feet; thence South 1,020 feet; thence East 120 feet; and thence North 1,020 feet to the point of beginning.

Section 34: All that portion of the SW $\frac{1}{4}$ /NW $\frac{1}{4}$ lying North of the centerline of Moody Creek.

Tract III:

Township 6 North, Range 41 East, Boise Meridian,
Madison County, Idaho

GRANT DEED - 2
pj:\jensen.gd2

SCANNED

JUL 21 2005

PROFILED

256019

Section 27: SE1/4SW1/4 lying West of the County Road.

Section 34: NE1/4NW1/4 lying West of the County Road.

SPRINKLER IRRIGATION EQUIPMENT: Located on above described property.

- (1) 300 HP GE Turbine Motor
- (1) 100 HP Cornell Pump Booster, Model 5RB60-4, S/N 38103
- (1) Pump Panel, Main Square D, Class 8940, Type XH4, S/N 606597
- (1) Booster, Square D, Class 8940, Type XF4, S/N 290955
- (2) Valley Swing Span Irrigation Systems, S/N 28501 - S/N 28502
- (5) 1/4 mile 4" Hook & Latch Sprinkler Handlines

All mainline, either permanent or portable.
Including all water rights including but not limited to
Water License Identification #A22-02256D for 2.37
C.F.S. and Water License Identification #A22-07364 for
0.530 C.F.S.

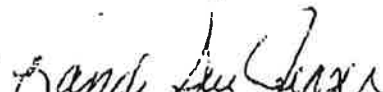
TOGETHER With any and all improvements and
appurtenances thereto; rents, issues and profits thereof; and
reversions and remainders.

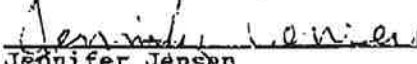
SUBJECT TO all unpaid taxes and indebtedness thereon,
if any.

DATED This 13th day of March, 1995.

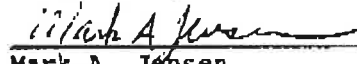

Howard J. Jensen


Jessie Rae W. Jensen


Randi Sue Jensen


Jennifer Jensen


Rodney J. Jensen


Mark A. Jensen

GRANT DEED - 3
pj:\jensen.gd2

SCANNED

JUL 01 2005

PROFILED

Received Time Jun. 24. 3:52PM

256019

STATE OF IDAHO)
) ss.
County of Madison)

On this 13th day of March, 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared HOWARD J. JENSEN, JESSIE RAE W. JENSEN, RODNEY J. JENSEN, MARK A. JENSEN, RANDI SUE JENSEN and JENNIFER JENSEN, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Debra A Keller
Notary Public for Idaho
Residing at Rexburg, Idaho
Commission Expires: 11-15-99

State of Idaho) ss 256019
County of Madison)
I hereby certify that the within instrument was
filed APR. 13 1995
at 4:57 M. and 256019
recorded on Film 12.00
by BETH B. REESE, Recorder Deputy
At the request of First American Title Company

GRANT DEED - 4
pj:\jensen.gd2

PROFILED

SCANNED
JUL 01 2005

Received Time Jun. 24. 3:52PM

First American Title Company

256024

GRANT DEED

WITHOUT MONETARY CONSIDERATION, LAWRENCE R. JENSEN, of 5274 S. 2000 W., Rexburg, ID 83440, dealing with his sole and separate property and for his sole and separate use; CHRISTIN M. RICHARDSON, fka Christin M. Jensen, of 5580 S. Waterfront Dr., Salt Lake City, UT 84123; and JENNIFER A. JENSEN, of 5580 S. Waterfront Dr., Salt Lake City, UT 84123, do hereby grant and convey unto LRJ FARMS LIMITED PARTNERSHIP, an Idaho limited partnership, with its principal place of business at 5274 S. 2000 W., Rexburg, ID 83440, all of their interests in and to the following described real property in Madison County, State of Idaho, to-wit:

PARKINSON II**Tract I:**

Township 6 North, Range 41 East, Boise Meridian,
Madison County, Idaho.

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

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

EXCEPTING THEREFROM that portion of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ lying South of the County Road.

ALSO EXCEPTING THEREFROM: Commencing at the Southwest Corner of the NW $\frac{1}{4}$ of said Section 27, and running thence North 500 feet; thence East 250 feet; thence South 500 feet; and thence West 250 feet to the point of beginning.

Section 34: All that portion of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ lying East of the Centerline of Moody Creek.

Tract II:

Township 6 North, Range 41 East, Boise Meridian,
Madison County, Idaho

Section 27: All that portion of the W $\frac{1}{4}$ SW $\frac{1}{4}$ lying North and East of the centerline of Moody Creek.

PROFILED

SCANNED

JUL 01 2005

256024

Section 26: SE $\frac{1}{4}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ lying North of the center line of Moody Creek.

EXCEPTING THEREFROM: Commencing at a point 360 feet South of the Northeast Corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 26, and running thence West 120 feet; thence South 1,020 feet; thence East 120 feet; and thence North 1,020 feet to the point of beginning.

Section 34: All that portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ lying North of the centerline of Moody Creek.

Tract III:

Township 6 North, Range 41 East, Boise Meridian,
Madison County, Idaho

Section 27: SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying West of the County Road.

Section 34: NE $\frac{1}{4}$ NW $\frac{1}{4}$ lying West of the County Road.

SPRINKLER IRRIGATION EQUIPMENT: Located on above described property.

- (1) 300 HP GE Turbine Motor
- (1) 100 HP Cornell Pump Booster, Model 5RB60-4,
S/N 38103
- (1) Pump Panel, Main Square D. Class 8940, Type XR4,
S/N 606597
- (1) Booster, Square D, Class 8940, Type XF4, S/N
290955
- (2) Valley Swing Span Irrigation Systems, S/N 28501 -
S/N 28502
- (5) 1/4 mile 4" Hook & Latch Sprinkler Handlines

All mainline, either permanent or portable.
Including all water rights including but not limited to
Water License Identification #A22-02256D for 2.37
C.F.S. and Water License Identification #A22-07364 for
0.530 C.F.S.

HOMESTEAD

Tract 1:

The S $\frac{1}{4}$ N $\frac{1}{4}$ of Section 20, Township 5 North, Range 40
E.B.M., Madison County, Idaho.

Tract 2:

GRANT DEED - 2
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PROFILED

SCANNED

JUL 01 2005

256024

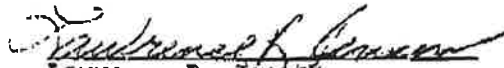
An undivided 75% interest (the other undivided 25% interest is owned by Michelle K. Jacobsen, fka Michelle K. Jensen) in the following:

Township 5 North, Range 40 East, Boise Meridian,
Madison County, Idaho.

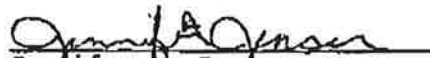
Section 19: NE¼;
NE¼NW¼ LESS: That tillable portion of the Southwest corner of the NE¼NW¼ of said Section 19, lying below the bluff and described in approximate terms as follows: Commencing at a point 350 feet East of the Southwest corner of the NE¼NW¼ of said Section 19, aforesaid and running thence West 350 feet, thence North 400 feet; and thence Southeasterly in a straight line to the point of beginning.

TOGETHER With any and all improvements and appurtenances thereto; rents, issues and profits thereof; and reversions and remainders.

DATED This 16th day of March, 1995.


Lawrence R. Jensen


Christin M. Richardson, fka
Christin M. Jensen


Jennifer A. Jensen

STATE OF IDAHO)
ss.
County of Madison)

On this 16th day of March, 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared LAWRENCE R. JENSEN, known to me to be the person whose

GRANT DEED - 3
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SCANNED

JUL 01 2005

FILED

256024

name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

Debra A. Keller
Notary Public for Idaho
Residing at Rexburg, Idaho
Commission Expires: 11-15-99

STATE OF Utah,)
County of Salt Lake) ss.

On this 16th day of March, 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared CHRISTIN M. RICHARDSON and JENNIFER A. JENSEN, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



Veronica Coulter
Notary Public for Utah
Residing at SLC, Utah
Commission Expires: SEP 28, 1998

State of Idaho)
County of Madison) ss
I hereby certify that the within instrument was
Sgd. 256024 APR 13 1995
at 11:08 M, and
recorded on File 256024
By BETH B. FINESE, Recorder
At the request of First American Title Company

GRANT DEED - 4
dk:\jensen.gds

PROFILED

SCANNED

JUL 01 2005

Received Time Jun. 24. 3:52PM

Water Right No(s). A22-22560 + A22-07364

See attached photos

GPS DATA:

Tag # A0000296 Location: above Door frame on motor shed

Diversion Data:

Source: Groundwater Trib to: _____

MOTOR / Booster

Make: GE / US Motors Model: _____ Hp: 300 / 100

SN: EDJ515144

SN-Booster ID - 99834 1074102R0 19R-13

PUMP / Booster

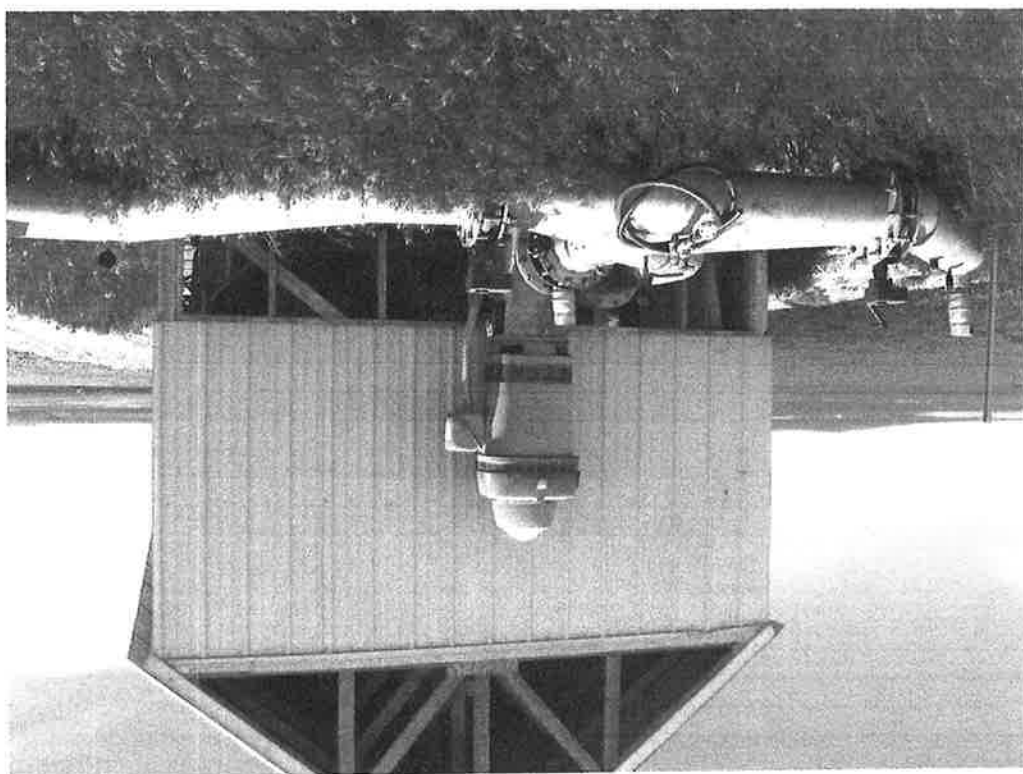
Make: Layne Bowler / NA Model: _____ Disch: _____

SN: NO S.N.

NOTES:

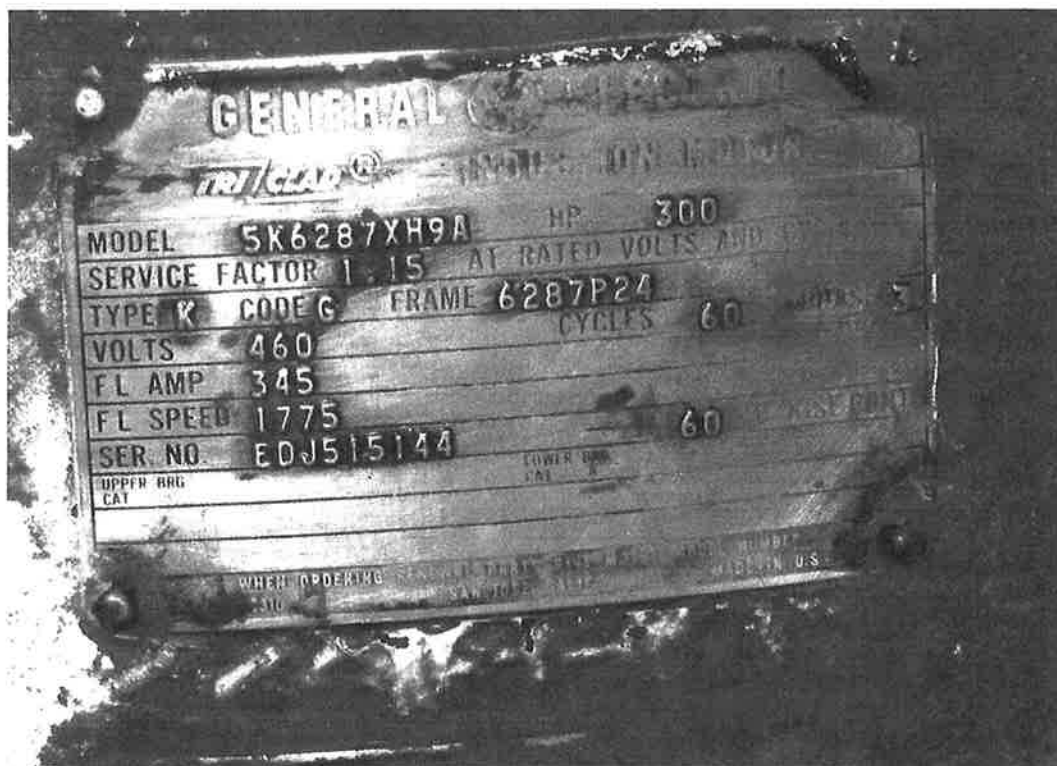
Met with new owner Lawrence Jensen, 497 N. 4000 E, Rigby ID 83442.
Phone # 745-1150, cell- 351-5311. I gave him a change of ownership
form. System is a well, pump & booster to pivots & sprinkler (10" mainline)

Field Exam Date: 6-15-2005 Agent: RLC Jones

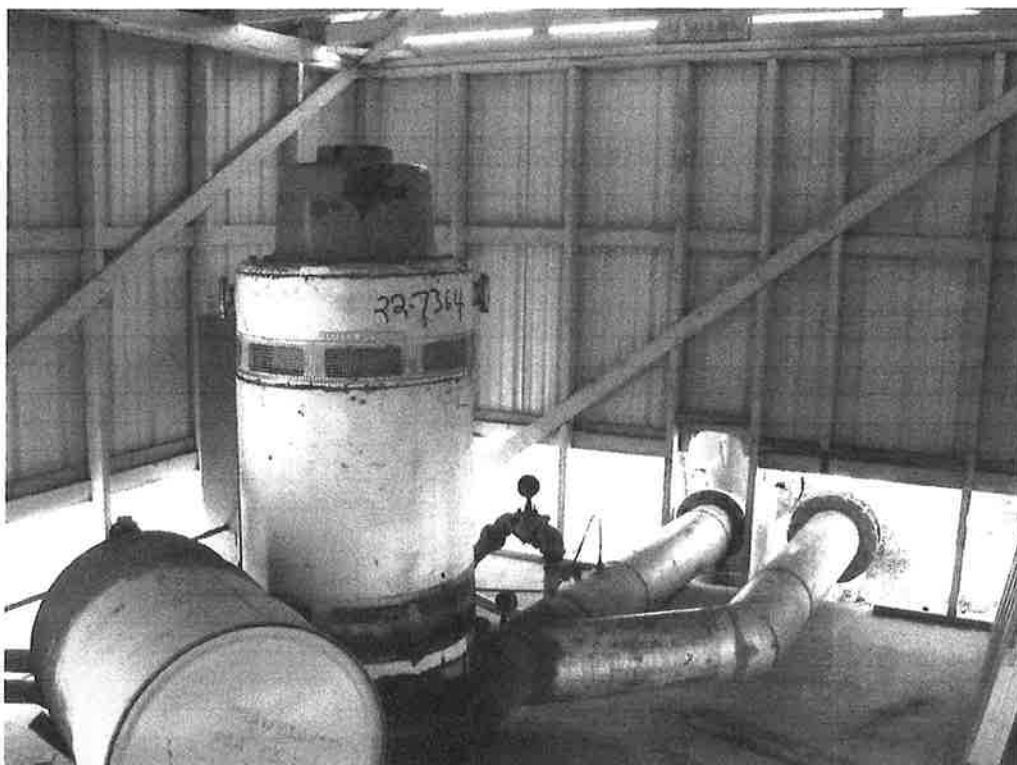


A22-228 D + A22-7364 Boost + well shed

Looking East



A22-22560 + A22-7364 Motor Tag



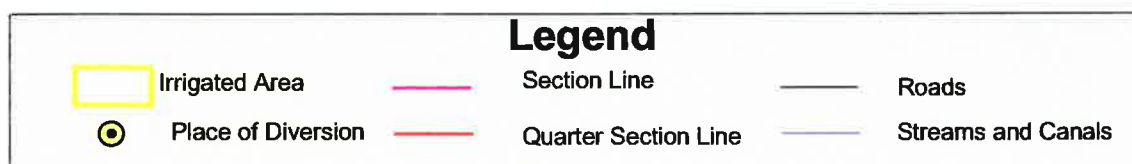
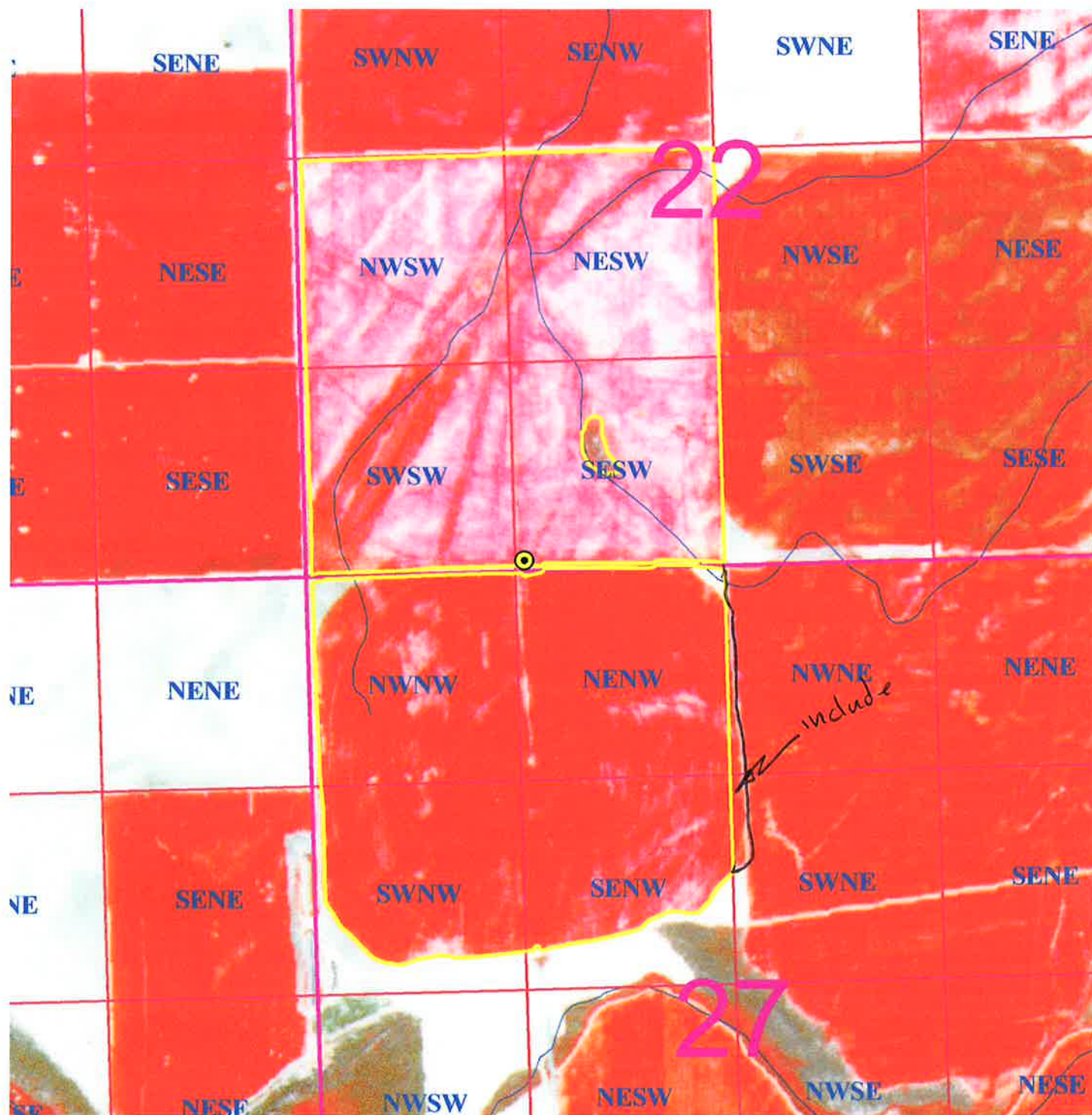
A22-28560 & A22-7364 well pump inside shed

06N41E22

06N41E27

Water Right Claim Number 22-02256D
Township , 6N41E

08/08/2001



Claim No 22-22560

Document Checklist

☒ Copy License/Decree

☒ Copy Transfer

2749

☒ Copy Licensing Field Exam

☐ Check if Ownership/Address Change is Required

☐ Generate, mail and file "Evidence of Priority" letter

☒ Generate Arcview Map

356-3599

LJ Farms

Lawrence Jensen bought Farm

351-3311

Stop Noon -
at
South Exit in Roxburg

OCTOBER 15, 1991

ALAN D RASMUSSEN
PO BOX 608
REXBURG ID 83440

RE: CHANGE IN OWNERSHIP FOR A22-02256D AND A22-07364

Dear Mr. Rasmussen:

The request for Change in Ownership concerning Notices of Claim in the above reference has been processed and the Notices modified to reflect you as the new owner.

We have been unable to locate one of the Notices in our permanent file (A22-02256D). I am enclosing two typed Notices for A22-02256D, one marked "State" and one marked "Copy". **Please sign the one marked "State" in the presence of a Notary and return it to this office to my attention.** The one marked "Copy" you may keep for your records. The other Notice (A22-07364) marked "Copy" is for your records.

If there are no questions or corrections, please keep the two Notices marked "Copy" for your records. Return the "State" copy by **October 25, 1991.**

Respectfully submitted,

Dave Carlson
Water Rights Agent, Adjudication

DC:jt

Enclosure

File: ~~"p"~~ TIC

MICROFILMED

OCT 29 1992



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

DATE OF CLOSING: 9-19-91

LEGAL DESCRIPTION OF PROPERTY: ^{SEE WARRANTY DEED.} Township _____ Range _____
Section _____, 1/4 of _____ 1/4 of _____ 1/4, Govt. Lot _____, BM.
Lot _____, Block _____, Subdivision/Townsite _____
If you have additional legal descriptions, please attach separate sheet.

- ☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- ☐ Water Right Number(s) Assigned by IDWR: A22-02256D, A22-07364
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): PARKINSON FARMS INC., ET AL
132 WEBSTER AVE.
REXBURG, ID. 83440
- ☐ New Owner/Claimant (Purchaser): ALAN D. OR EVONNE RASMUSSEN
- ☐ New Mailing Address: PO Box 608
REXBURG, ID. 83440
- ☐ New Telephone Number: (208) 356-7252
- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes ☒ no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

- ☐ Attach proof of ownership, describe proof attached: CORPORATION DEED

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

- ☒ Signature of New Owner/Claimant(s) Alan D. Rasmussen Date 10/9/91
- ☐ Signature of Former Owner/Claimant(s): _____ Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:
Initial Review and Data-Entry
Date: _____ By: _____
Further Action Needed:
Further Action Taken
Date: _____ By: _____
Final Review and Data-Entry
Date: _____ By: _____
Claim Numbers of Split, if any:

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

MICROFILMED

OCT 29 1992

CORPORATION DEED

For Value Received Parkinson Farms, Inc.

a corporation duly organized and existing under the laws of the State of Idaho, grantor, does hereby Grant, Bargain, Sell and Convey unto

Alan D. Rasmussen and Evonne Rasmussen, Husband and Wife

whose current address is P.O. Box 608, Rexburg, Idaho 83440

the following described real estate, to-wit:

TRACT 1:

Township 6 North, Range 41 East, Boise Meridian, Madison County, Idaho

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

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

Excepting therefrom: Commencing at the Southwest Corner of the NW $\frac{1}{4}$ of said Section 27, and running thence North 500 feet; thence East 250 feet; thence South 500 feet; thence West 250 feet to the point of beginning.

Section 34: All that portion of the NW $\frac{1}{4}$ lying East of the Centerline of Moody Creek.

TRACT 2: Township 6 North, Range 41 East, Boise Meridian, Madison County, Idaho.

Section 27: All that portion of the W1/2SW $\frac{1}{4}$ lying North and East of the center line of Moody Creek.

Section 28: SE $\frac{1}{4}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ lying North of the Centerline of Moody Creek.

Excepting Therefrom: Commencing at a point 360 feet South of the Northeast Corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 28, and running thence West 120 feet; thence South 1020 feet; thence East 120 feet; thence North 1020 feet to the point of beginning.

Section 34: All that portion of the SW $\frac{1}{4}$ lying North of the Centerline of Moody Creek.

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

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President and its corporate seal to be affixed by its Secretary this 19th day of September, 1991.

Parkinson Farms, Inc.

By

Alice T. Parkinson
Alice T. Parkinson PRESIDENT.

ATTEST:

Hazel P. Cummings
Hazel P. Cummings SECRETARY.

STATE OF IDAHO, COUNTY OF Madison

ON THIS 19th day of September, 1991

before me, a notary public in and for said State, personally appeared

Alice T. Parkinson

Hazel P. Cummings

, known to me to be the President and Secretary of the corporation that executed this instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

John R. Latham
Notary Public

Residing at Rexburg, Idaho
Comm. Expires 6/15/97

State of Idaho } SS 239326
County of Madison }
I hereby certify that the within instrument was

filed SEP. 20 1991
at 9:34 A.M. and
recorded on Film 239326
Fee \$3.00

MICROFILMED

By *A. Wood* Deputy

AMERICAN LAND TITLE CO., INC.

MICROFILMED

OCT 29

I do solemnly swear of affirm that the statements contained in the foregoing document are true and correct. Dated this 29th day of August, 1988.

Hazel P. Cummings
HAZEL P. CUMMINGS

STATE OF IDAHO,)
 ss.
County of Madison.)

On this 29th day of August, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared HAZEL PARKINSON, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

Marsha L. Mahoney
Notary Public for Idaho
Residing at Rexburg, Idaho
My Commission Expires: 4-10-94

MICROFILMED

OCT 29 1992

I do solemnly swear of affirm that the statements contained in the foregoing document are true and correct. Dated this 29 day of Aug., 1988.

Ross T. Parkinson
ROSS T. PARKINSON

STATE OF IDAHO,

)

ss.

County of Madison.

)

On this 29th day of Aug., 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared ROSS T. PARKINSON, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

Lay W. Rigby
Notary Public for Idaho
Residing at Rexburg, Idaho
My Commission Expires: 3-12-93

MICROFILMED

OCT 29 1992

I do solemnly swear of affirm that the statements contained in the foregoing document are true and correct. Dated this 12th day of Sept, 1988.

Don T. Parkinson
DON T. PARKINSON

STATE OF IDAHO,

)

ss.

County of Madison.

)

On this 12th day of Sept, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared DON T. PARKINSON, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

Lay W. Rigby
Notary Public for Idaho
Residing at Rexburg, Idaho
My Commission Expires: 3-12-93

MICROFILMED

OCT 29 1992

TRANSFER NO.	NAME	AMOUNT C.F.S.	BALANCE C.F.S.	RIGHT NO.
	~~Staker, Donald &~~			
	~~Walters, Warren~~	5.8		22-2256
2345	Stewart, Arden	0.3		22-2256 A
	~~Staker, Donald &~~			
	~~Walters, Warren~~	5.5		22-2256 B
2749	Parkinson Farms Inc.	2.37		22-2256 D
	Staker, Donald &	3.13		22-2256 C
	Walters, Warren			

E

F

S

N

A

A 0.3

C 2.37

D 3.13

5.80

THURSDAY R

State of Idaho
Department of Water Administration

LICENSE OF WATER RIGHT

License of Water Right No. 32479/22-2256 Priority August 12, 1965 Amount 5.80 cfs

THIS IS TO CERTIFY, that Donald Staker & Warren Walters
of Newdale, Idaho, have, ~~xxx~~ complied with the terms and conditions of Permit
No. 32479/22-2256 issued pursuant to Application for Permit dated August 12, 1965,
and has submitted proof to the Department of Water Administration on July 17, 1970,
that he has applied water to a beneficial use; an examination by the Department indicates that the
works have a capacity of 5.80 cfs, and that the water has in fact been applied to a
beneficial use; a right to the use of water from a ground water source
tributary of _____, is hereby confirmed in the following amounts:

Amount 5.80 cfs for Irrigation from April 1 to Nov. 1 (both dates inclusive)

Amount _____ for _____ from _____ to _____ (both dates inclusive)

Amount _____ for _____ from _____ to _____ (both dates inclusive)

Subject, however, to the condition that no more than 5.80 cfs of water be diverted at
any one time, said waters to be diverted within the _____

SE¹/₄ SE¹/₄ Sec. 16, Twp. 6 N, Rge. 41 E, B.M.

in the county of Madison; and that the amount of water so diverted and to which such
right is entitled and confirmed is for the purposes aforesaid and is limited to the amount which can
actually be beneficially used and shall not exceed 2,457.5 acre feet per year or _____
3.5 acre feet per acre.

Description and location of place of use:

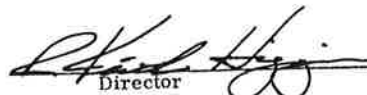
TWP.	RANGE	SEC.	NE ¹ / ₄				NW ¹ / ₄				SW ¹ / ₄				SE ¹ / ₄				TOTALS
			NE ¹ / ₄	NW ¹ / ₄	SW ¹ / ₄	SE ¹ / ₄	NE ¹ / ₄	NW ¹ / ₄	SW ¹ / ₄	SE ¹ / ₄	NE ¹ / ₄	NW ¹ / ₄	SW ¹ / ₄	SE ¹ / ₄	NE ¹ / ₄	NW ¹ / ₄	SW ¹ / ₄	SE ¹ / ₄	
6 N	41 E	15									40	39	39	40					158
		16	37	37		39											40	38	191
		22							39	40	40	39	39	40					237
		27					40	39	30	30									139

Total number of acres irrigated 725

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

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 28 day of

December, 19 73.


Director

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION

APPLICATION FOR AMENDMENT

DEC 13 1973
Department of Water Administration

Permit No. 32479/22-2256

Comes now Donald Staker & Warren Walters of (address) _____
Newdale, Idaho, and represents to the Director of
the Idaho Department of Water Administration:

That he is the owner and holder of Permit to appropriate the Public Waters of the State of Idaho No. 32479/22-2256, and requests that the permit and permit map be changed as follows:

1. Point of diversion: NO CHANGE $\frac{1}{4}$ $\frac{1}{4}$, Sec. Twp.
Rge. , B. M., County of . Other points of diversion:

2. Period and nature of use: (irrigation, domestic, stockwatering, industrial, etc.)

NO CHANGE

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)

(cfs or acre feet per annum)

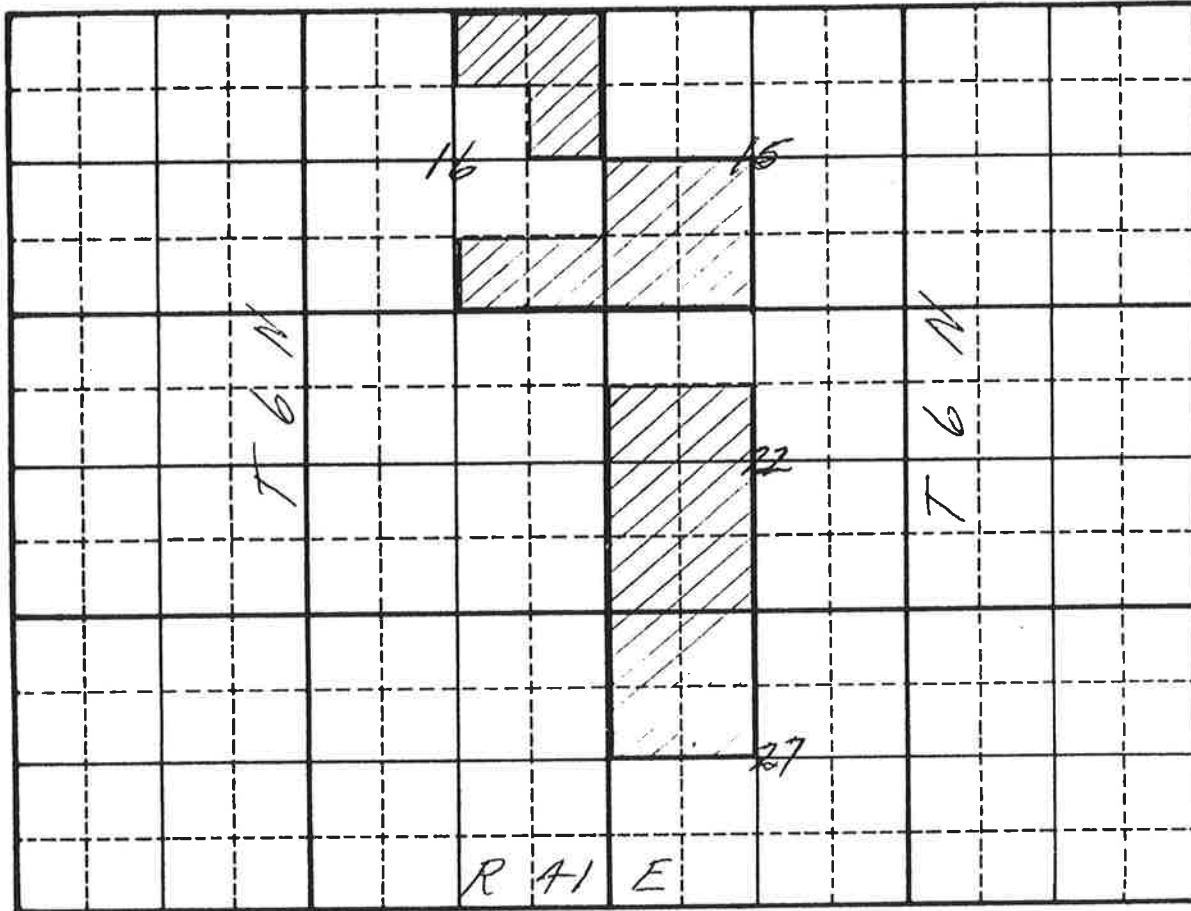
3. Place of use or land to be irrigated:

[illegible]

Total number of acres to be irrigated	725
---------------------------------------	-----

R 41 E

Complete the following map by showing land and point of diversion as proposed by this amendment. Show 40-acre subdivisions, townships, ranges and ditches.



Scale: 2 inches equal 1 mile

That no one will be injured by such change, and that such change will be made at permit holders own risk.

Signed at Newdale, Idaho, this 5th day of December, 19 73.

Warren Naltve
(signature)

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER ADMINISTRATION

I, R. KEITH HIGGINSON, Director of the Department of Water Administration,
hereby approve the above application for amendment for Permit No. 32479/22-2256.

Witness my hand this 28 day of December, 19 73.

R. Keith Higgins
Director

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
To Change the Point of Diversion and/or the Place of Use

APPROVED

Name of applicant Arden Stewart Phone 458-4310Post office address Box 127, Teton, Idaho 83451**A. DESCRIPTION OF RIGHT AS RECORDED**

1. Right evidenced by:

a. Decree to _____ (Name)
in case of _____ vs _____
dated _____ in _____ county of _____
(Name of court)

b. License No. 22-2256 issued by the Idaho Department of Water Resources

c. Claim No. _____ on file with the Idaho Department of Water Resources

2. If applicant is not the original holder of this right, explain how it was acquired and attach a copy of the deed or other evidence of ownership of the land to which the right is appurtenant Applicant
purchased property from State of Idaho

3. Source of water groundwater tributary to _____4. Date of priority August 12, 1965

5. Water is used for the following purposes:

amount 5.80 cfs for irrigation purposes from 4/1 to 11/1

amount _____ for _____ purposes from _____ to _____

amount _____ for _____ purposes from _____ to _____
(month/day - both dates inclusive)

6. Total amount of water under right: a. 5.80 cubic feet per second
&/or
b. 2,457.5 acre feet per annum

7. Location of original point of diversion is SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 16
Township 6N Range 41E, B.M., in Madison County
Additional points of diversion, if any _____

8. Lands irrigated or place of use:

TWP.	RANGE	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
6N	41E	15									40	39	39	40					158
		16	37	37		39											40	38	191
		22							39	40	40	39	39	40					237
		27					40	39	30	30									139

Total number of acres to be irrigated

APPROVED
25

B. DESCRIPTION OF PORTION OF RIGHT FOR WHICH THE CHANGE IS REQUESTED (If the entire right is requested changed, omit part B)

1. Amount of water: a. 0.30 cubic feet per second
&/or
b. _____ acre feet per annum
2. Point of diversion SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 16 Township 6N
Range 41E, B.M., Madison County
Additional points _____

3. Place of use:

TWP.	RANGE	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
6N	41E	16		37															37

C. DESCRIPTION OF RIGHT OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Change in point of diversion
 - a. Amount of water to be diverted 0.30 c.f.s. &/or _____ acre feet
 - b. Point(s) of diversion SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 16 Township 6N
Range 41E, B.M., Madison County
Additional points _____
 - c. Description of diverting works well with 100 Hp. pump, wheel lines, and hand lines
 - d. Describe the reasons for applying for a change in the point(s) of diversion Applicant wishes to irrigate land from his own well under License No. 22-2215.

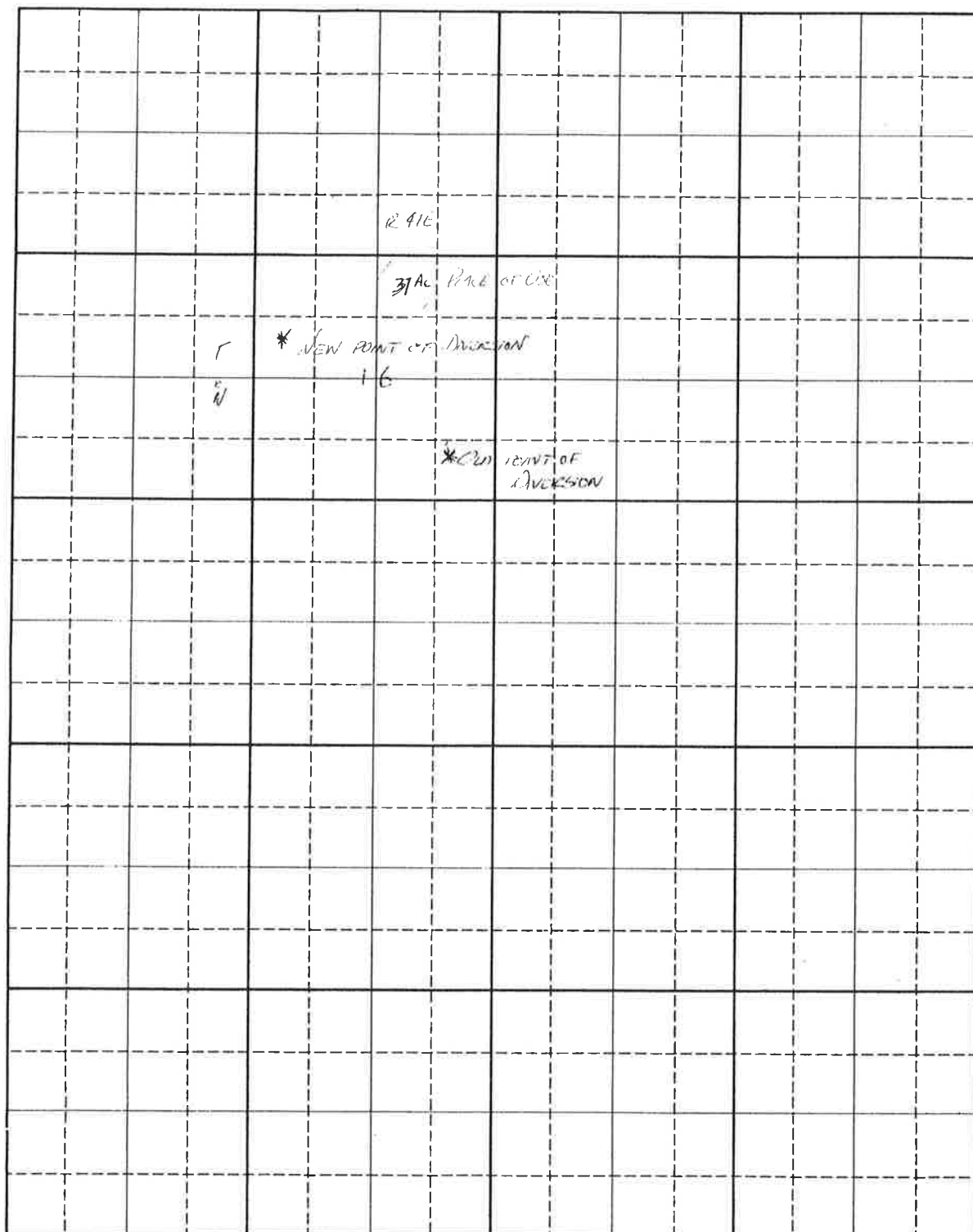
2. Change in place of use NO CHANGE

- a. Describe the lands or place of use to which the right will be transferred:

TWP.	RANGE	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	

Total number of acres to be irrigated _____

- b. Draw a map indicating the new point(s) of diversion and/or the new land to be irrigated. Show clearly the land involved by section, township and range number.



SCALE: 2 inches equal 1 mile. Draw plan in ink.

3. Remarks _____

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

Subscribed and sworn to before me this 18th day of June, 1979.
Arden Stewart
(Signature of applicant)

My commission expires Life
Lay W. Lighty
(Notary public)
Reburg, Idaho

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. 22-2256
and said application is hereby Approved, subject to the following limitations and conditions:

Witness my hand this 11th day of October, 1979.

Norman C. Young
NORMAN C. YOUNG
Administrator, Resources Admin. Div.

FOR DEPARTMENT USE ONLY

Received by <u>dh</u>	Date <u>8-28-79</u>	Protest filed by _____
<u>dh</u>	<u>6-25-79</u>	
Prelim. check by <u>S.M.</u>	Fee <u>\$35.00</u> <u>92-72</u>	
Receipted by <u>dh</u>	Date <u>8-28-79</u> <u>#13684</u>	
Published in <u>Standard Journal</u>	Copies of protest forwarded by _____	
Pub. dates <u>Sept. 6 & 13, 1979</u>	Hearing held by _____ Date _____	
Watermaster recommendation requested on <u>N/A</u>	Recommended for <u>approval</u> <u>denial</u>	
rec'd. _____	by <u>MC</u> <u>Jim</u>	

Transfer No. 2749
Water Right No. 22-2256 B

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
To Change the Point of Diversion and/or the Place of Use

APPROVED

Name of applicant Parkinson Farms, Inc. Phone 356-3746
Post Office address 132 Webster Avenue, Rexburg, Idaho 83440

A. DESCRIPTION OF RIGHT AS RECORDED**1. Right evidenced by:**

- a. Decree No. _____ Decreed to _____ (Name)
in case of _____ vs _____
dated in _____ in _____ (Name of court) county of _____
- b. License No. 22-2256 B issued by the Idaho Department of Water Resources
- c. Claim No. _____ on file with the Idaho Department of Water Resources

2. If applicant is not the original holder of this right, explain how it was acquired and attach a copy of the deed or other evidence of ownership of the land to which the right is appurtenant _____
Claimant was leasing land from Parkinson Farms

3. Source of water Groundwater tributary to _____

4. Date of priority August 12, 1965

5. Water is used for the following purposes:

amount 5.5 cfs for irrigation purposes from April 1 to Nov 1
amount _____ for _____ purposes from _____ to _____
amount _____ for _____ purposes from _____ to _____
(month/day — both dates inclusive)

6. Total amount of water under right: a. 5.5 cubic feet per second
&/or
b. _____ acre feet per annum

7. Location of original point of diversion is SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 16
Township 6 N Range 41 E, B.M., in Madison County
Additional points of diversion, if any _____

8. Lands irrigated or place of use:

TWP.	RANGE	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
6N	41 E	15									40	39	39	40					158
		16	37			39										40	38		154
		22						39	40	40	39	39	40						237
		27					40	39	30	30									139

Total number of acres to be irrigated 688

9. Describe any other water rights used for the same purpose as described above None

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of nonuse? No If yes, describe in item D, REMARKS

B. DESCRIPTION OF PORTION OF RIGHT OWNED BY APPLICANT (if the entire right is owned by the applicant, omit part B).

1. Amount of water: a. 2.37 cubic feet per second &/or
b. _____ acre feet per annum
- ✓ Point of diversion SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 16 Township 6N
Range 41 E, B.M., Madison County
- Additional points _____

3. Place of use:

TWP.	RANGE	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
6N	41 E	22									40	39	39	40					158
		27					40	39	30	30									139

Total number of acres to be irrigated 297

C. DESCRIPTION OF RIGHT OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. General Information

- a. Amount of water to be diverted 2.37 c.f.s. &/or _____ acre feet
- b. Description of diverting works well, pump to mainline with lateral lines
- c. Describe the reasons for the proposed changes change in point of diversion to land owned by applicant

2. Change in point of diversion

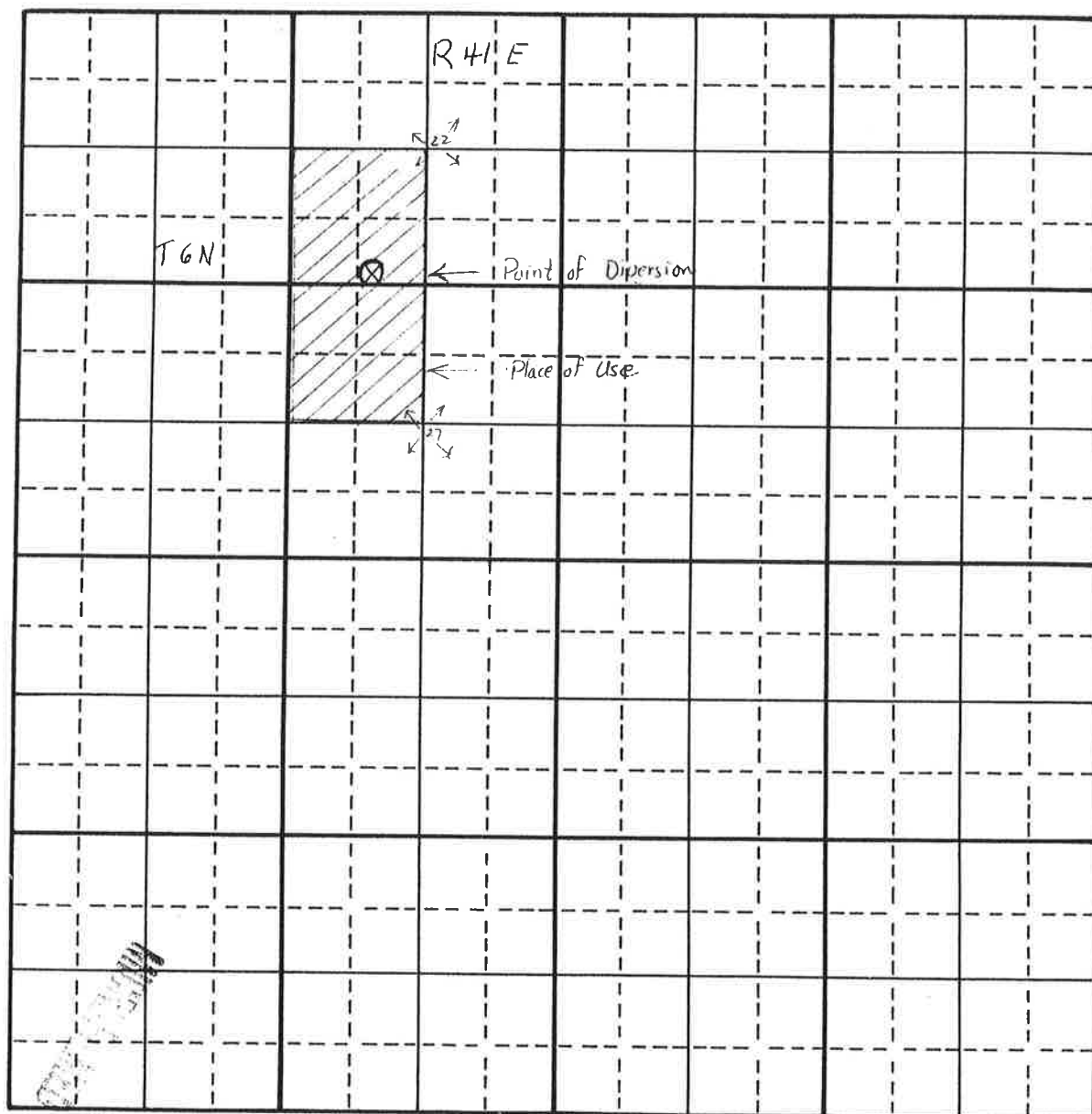
Point of diversion SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 22 Township 6N
Range 41 E, B.M., Madison County
Additional points _____

3. Change in place of use No change

- a. Are there liens, mortgages, or contracts on the lands from which you propose to transfer the water right which limit your authority to make the proposed change? Yes _____ No X. If yes, provide a statement agreeing to the proposed change from the holder of the lien, mortgage or contract.
- b. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer

[illegible]

4. Describe any other water rights used for the same purpose as described above. None
5. Draw a map indicating the new point(s) of diversion and/or the new land to be irrigated. Show clearly the land involved by section, township and range number.



SCALE: 2 inches equal 1 mile. Draw plan in ink.

D. REMARKS

Deed is ⁱⁿ name of Ross Parkinson. Since that time, a gift deed,
dated 1-1-64, to descendants of Ross Parkinson. They are
doing business as Parkinson Farms, Inc.

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

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

Parkinson Farms, Inc.
Nazil P. Cummings, Inc.
(Signature of Applicant)

Subscribed and sworn to before me this 6th day of October, 1982.

Thyllis Ann Edwards
(Notary Public)

My commission expires *Life*

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. 22-2256D
and said application is hereby APPROVED, subject to the following limitations and conditions:

Witness my hand this 10th day of March, 1983.

A. Glen Saxton
Chief, Operations Bureau

FOR DEPARTMENT USE ONLY

Received by *Cal* Date *10-08-82* Protest filed by _____
Prelim. check by *HWT* Fee *\$50.00* _____
Receipted by *BP* Date *10-15-82 #22539* _____
Published in *Standard Journal* _____
Pub. date *10/28 11/4/82* _____
Watermaster recommendation requested on _____
_____ rec'd. _____
Copies of protest forwarded by _____
Hearing held by _____ Date _____
Recommended for approval denial
by *CCJ* *DM*

28

APPLICATION FOR PERMIT

To Appropriate the Subterranean Waters of The State of Idaho

Application No. G- 40633
Permit No. G- 32479
District No.

1. Name of Applicant: **Donald Staker and Warren Walters**
Postoffice address: **Newdale** County: **Fremont** State: **Idaho**
2. Quantity of water claimed: **6 2/3 cu. ft. per sec. (3000 gal per min.)**
 - (a) Rate of withdrawal in cubic feet per second _____ or Idaho
Miners' inches _____ or gallons per minute
 - (b) Annual withdrawal in acre feet per annum _____
3. Source of water supply: **Subterranean**
4. Location of point of diversion or well is in the **SE 1/4** of the **SE 1/4** of Section **16**
Twp. **6 N.** , Rge. **41 E.** , B.M., County of **Madison**
5. Water is to be used for: **Irrigation**
6. If for municipal, industrial or recreational purposes, give:
 - (a) Point of use of water is in the _____ 1/4 of the _____ 1/4 of Section _____ , Twp.
Rge. _____ , B.M.
 - (b) Waste water or sewage effluent is to be returned to
at a point in the _____ 1/4 of the _____ 1/4 of Section _____ , Twp. _____ , Rge. _____ , B.M.
7. Kind of works: **Drilled well, 390 ft. cased, pump & motor**
8. Estimated cost of works: **\$27,000.00**
9. (a) Is reservoir to be used?
(b) Capacity of reservoir: _____
10. The time required for the completion of such work and complete application of the water to the proposed use is **five** years.
11. If applicant is a corporation, give:
 - I. (a) Date and place of incorporation:
(b) Amount of capital stock: \$ _____ (c) Amount paid in: \$ _____
(d) Names and addresses of directors: _____
 - II. The financial resources of the applicant are (a) Cash on hand: \$ _____
(b) Treasury stock: _____ (c) Bonds to be issued: _____
(d) Other resources: _____
12. The land to be irrigated is described in the following tabulation:
13. Existing water rights and/or valid permits appurtenant to the lands to be irrigated are:
 - (a) _____ (cubic feet per second, inches or gallons per minute) of the water herein applied for is to be supplemental to the existing water rights.
 - (b) **6 2/3** (cubic feet per second, ~~inches or gallons per minute~~) for new lands.

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO
REPORT OF EXAMINER

Permit No. G-32479/22-2256

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

1. Name of applicant DONALD STAKER AND WARREN WALTERS, Newdale, Idaho

2. Source of water supply: ground water

3. Location of point of diversion: Is in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 16

T. 6 N R. 41 E County of Madison

4. Describe works as they exist, giving dimensions and capacities of same:

16" pump 300 HP main and 150 HP booster 16" well casing 725' deep well
390' casing

GE 300 Hp Motor Ser# DAJ 407003 Bstr Mtr U.S. Motors 150 Hp
Peerless Pump Ser# 208539 Ser# 1380711

Bstr Pump Ser# K22K1026541

5. Water is used for: irrigation

6. State whether or not water has been turned into works of diversion: yes

7. List legal subdivisions of lands to be irrigated. If proof is for beneficial use, give exact number of acres under cultivation in each forty-acre tract. (Describe manner and place of use if other than irrigation):

Proof: Section 15, T. 6 N., R. 41 E., SW $\frac{1}{4}$	160 acres
Section 16, T. 6 N., R. 41 E., NE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$	200
Section 22, T. 6 N., R. 41 E., NW $\frac{1}{4}$	200
27 " " " " NW $\frac{1}{4}$	200
	600 TOTAL
Permit: Section 15, T. 6 N., R. 41 E., (SW $\frac{1}{4}$)	160
Section 16, T. 6 N., R. 41 E., NE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$	225
Section 21, T. 6 N., R. 41 E., NE $\frac{1}{4}$ NE $\frac{1}{4}$	40
Section 22, T. 6 N., R. 41 E., NW $\frac{1}{4}$, SW $\frac{1}{4}$	474
	1037 TOTAL

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

8. What large stream would the water here appropriated finally reach? _____

Remarks: Land List:

Sec 15	T6N	R41E	SW $\frac{1}{4}$	158 Ac
Sec 16	T6N	R41E	N $\frac{1}{2}$ NE $\frac{1}{4}$	74 Ac
"	"	"	SE $\frac{1}{4}$ NE $\frac{1}{4}$	39 Ac
"	"	"	S $\frac{1}{2}$ SE $\frac{1}{4}$	78 Ac
Sec 22	T6N	R41E	S $\frac{1}{2}$ NW $\frac{1}{4}$	79 Ac
"	"	"	SW $\frac{1}{4}$	158 Ac
Sec 27	T6N	R41E	N $\frac{1}{2}$ NW $\frac{1}{4}$	79 Ac
"	"	"	S $\frac{1}{2}$ NW $\frac{1}{4}$	60 Ac

This examination was made on the 29 day of July, 1973

(Signed) William Rhoads

Examiner.

INSTRUCTIONS TO EXAMINERS

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

22 2256

ASCS: Rexburg

SCS: Rexburg

Permit No. G-32479/22-2256

Examination for B/U DONALD STAKER AND WARREN WALTERS

County Madison

Sec. 16 T. 6N R. 41E

Quantity:

6 2/3 cfs(permit)

6 2/3cfs(proof)

Source:

ground water

P.D.:

SE $\frac{1}{4}$ SE $\frac{1}{4}$

Use:

irrigation

Extension:

Protest:

Completion of Works:

Other Rights:

Filed: August 12, 1965

Proof made: July 17, 1970

Due: August 13, 1970

Priority: August 12, 1965

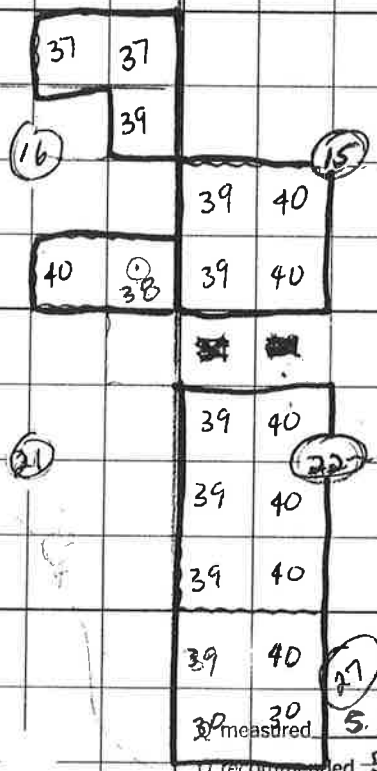
9 lines $\frac{5}{32}$ No2 62/line

44 psi Aug = 4.67 gal/no2

4.67 gal x (558) = 2605 gal

$\frac{2605 \text{ gal}}{448.8} = 5.80 \text{ cfs}$

T
6
N



30 measured 5.80 cfs ✓

Q recommended 5.80 cfs

Volume 3.5 Aft/He 2496 Aft/Ann = (19835) (217 days) (5.80 cfs)

Acreage -

Found 725

recommended 725

Subdiv.

Amendments

☒ None

☐ P.D.

☐ Private use

☐

April 1 - NOV 1

Appears landlister agrees with the proof not with the permit. NCH

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE

REPORT OF EXAMINER

PERMIT NO. G-32479/22-2256

REPORT ON PROOF OF B/I DONALD STAKER AND WARREN WALTERS

HA

22 2256

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: A22-02256D

Date Received: 6/ 2/1988

Receipt No: E000757

Received By: _____

RECEIVED

OCT 28 1991

Department of Water Resources
Eastern District Office

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

1. Name: ALAN D RASMUSSEN 208-356-7252
Address: PO BOX 608
REXBURG ID 83440

OR

Name: EVONNE RASMUSSEN 208-356-7252
Address: PO BOX 608
REXBURG ID 83440

2. Date of Priority: AUG 12, 1965

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
06N	41E	22	SE	SW			MADISON

5. Description of diverting works:
WELL AND PUMP TO PIVOTS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	2.370		

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

8. Total consumptive use is 594.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06N	41E	22	NE	SW		IRR	40.0
			NW	SW		IRR	39.0
			SW	SW		IRR	39.0
			SE	SW		IRR	40.0
						Section Acres	158.0
		27	NE	NW		IRR	40.0
			NW	NW		IRR	39.0
			SW	NW		IRR	30.0
			SE	NW		IRR	30.0
						Section Acres	139.0
						Total Acres	297.0

11. Place of use in counties: MADISON

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

13. Other Water Rights Used:

NONE-EXAM FOR 22-7364 FOUND NO. ADDED WATER ON THIS P.O.U.

14. Remarks:

TRANS. 2749.

15. Basis of Claim: LICENSE

Water Right Number: 02479

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): Alon D Rasmussen Date: 10/21/91
Quinn Rasmussen Date: 10-21-91

State of Idaho)
County of MADISON) SS.

Subscribed and sworn (or affirmed) before me this 21 day
of October 19 91

M. J. Lovelace
Notary Public

Seal

Residing at Rexburg Idaho
My Commission Expires 5-24-94

297
30
347

X

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: A22-02256D
Date Received: 6/02/1988
Receipt No: E000757

757

2198

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: PARKINSON FARMS INC. 208-356-3746
Address: 132 WEBSTER AVE.
REXBURG, ID 83440
AND
Name: HAZEL P. CUMMINGS 208-356-3746
Address: 132 WEBSTER AVE.
REXBURG, ID 83440
AND
Name: ROSS T. PARKINSON 208-356-3746
Address: 132 WEBSTER AVE
REXBURG, ID 83440
AND
Name: DON T. PARKINSON 208-356-3746
Address: 132 WEBSTER AVE
REXBURG, ID 83440

A2202256D



2. Date of Priority: AUG 12, 1965

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
06N	41E	22	SE	SW			MADISON

5. Description of diverting works:
WELL AND PUMP TO PIVOTS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	2.370		

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

8. Total consumptive use is 594.0 Acre Feet Per Annum.

A22-02256D

Page 1

Date: 06/03/88

MICROFILMED
OCT 29 1992

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
06N	41E	22	NE		SW		IRR	40.0
			NW		SW		IRR	39.0
			SW		SW		IRR	39.0
			SE		SW		IRR	40.0
							Section Acres	158.0
		27	NE		NW		IRR	40.0
			NW		NW		IRR	39.0
			SW		NW		IRR	30.0
			SE		NW		IRR	30.0
							Section Acres	139.0
							Total Acres	297.0

11. Place of use in counties: MADISON

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

13. Other Water Rights Used:
NONE-EXAM FOR 22-7364 FOUND NO ADDED WATER ON THIS P.O.U.

14. Remarks:
TRANS. 2749.

15. Basis of Claim: LICENSE
Water Right Number: 02479

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 X 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): Hazel P. Cummings Date: 7-5-88
Ross T. Parkinson Date: 7-5-88
Don T. Parkinson 7-5-88

For Organizations:

I do solemnly swear or affirm that I am Secretary-Treasurer of
Parkinson Farms, Inc. Title
Organization, that I have signed the foregoing
document in the space below as Secretary-Treasurer of
Parkinson Farms, Inc. Title
Organization and that the statements contained in the
foregoing document are true and correct.

Hazel P. Cummings
Signature of Authorized Agent

Sec. Treas. - Parkinson Farms, Inc.
Title and Organization

7-5-88

Date

State of Idaho)
County of Madison) SS.

Subscribed and sworn (or affirmed) before me this 5th day

of July 19 88

Marsha L. Mahoney
Notary Public

Seal

Residing at Rephung, Idaho

My Commission Expires 4-10-94
3 Date: 06/03/88

A22-02256D

Page

MICROFILMED

OCT 29 1992

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MICROFILMED

OCT 29 1992

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(MOODY)