

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

08/31/2006

RIGHT NUMBER: 27-17
NAME AND ADDRESS: BLACKFOOT YOUNIE DITCH CO
C/O ANN HOBBS
944 MC ADOO ST
BLACKFOOT ID 83221
SOURCE: BLACKFOOT RIVER
QUANTITY: 2.400 CFS
PRIORITY DATE: 07/01/1874
POINT OF DIVERSION:
PURPOSE AND PERIOD OF USE: T03S R35E S9 SWSENE Lot 1 Within BINGHAM County

TRIBUTARY: SNAKE RIVER

PURPOSE OF USE
IRRIGATION

PERIOD OF USE
04/01 10/31

QUANTITY
2.400 CFS

PLACE OF USE:

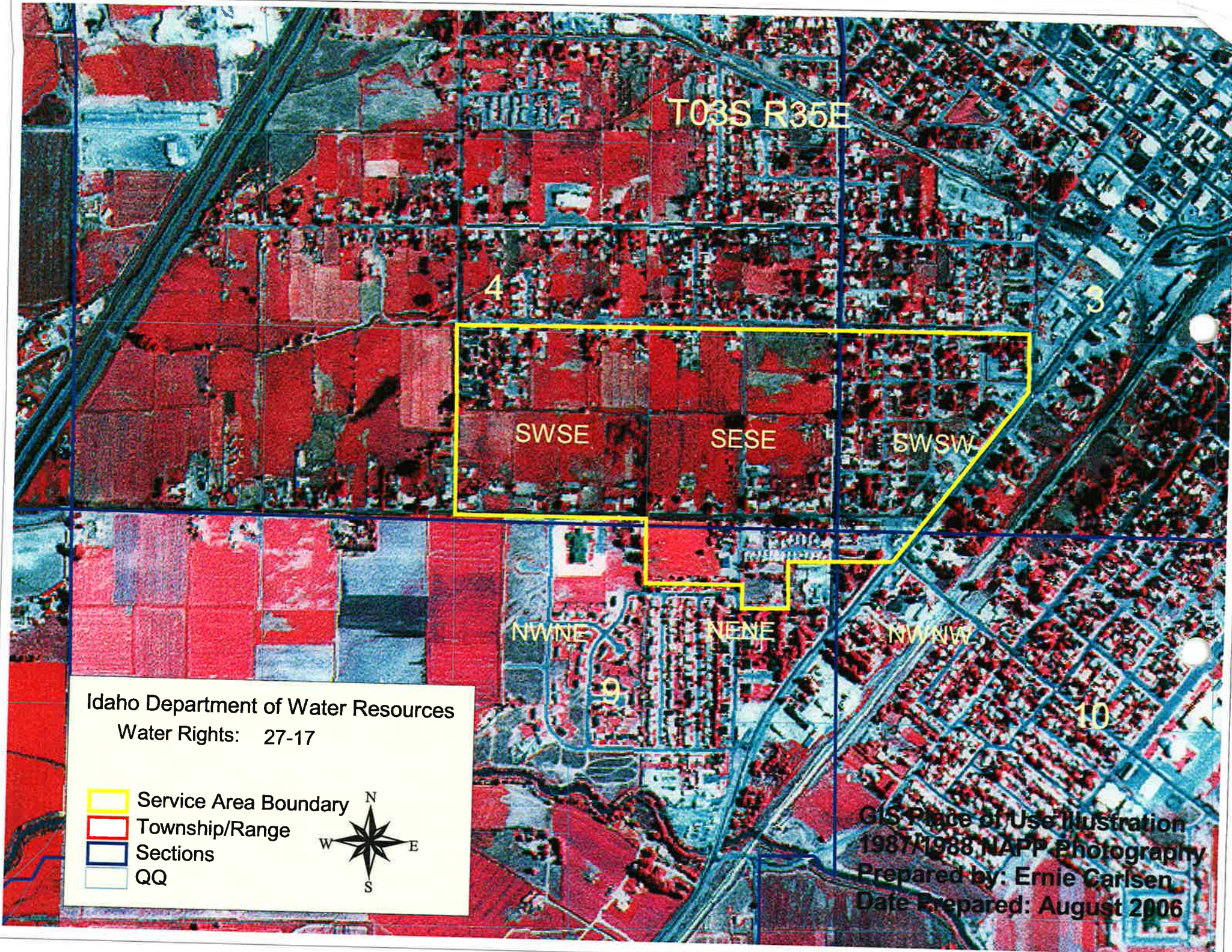
64.1 ACRES TOTAL

The boundary encompassing the place of use for this water right is described with a digital boundary as defined by I.C. Section 42-202B(2) and authorized pursuant to I.C. Section 42-1411(2)(h). The data comprising the digital boundary are incorporated herein by reference and are stored on a CD-ROM disk issued in duplicate originals on file with the SRBA District Court and the Idaho Department of Water Resources. A map depicting the place of use is attached hereto to illustrate the place of use described by the digital boundary.

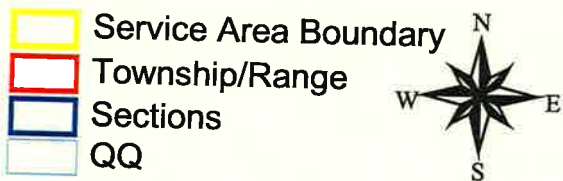
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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 - Decreed



Idaho Department of Water Resources
Water Rights: 27-17



GIS Place of Use Illustration
1987/1988 NAIP Photography
Prepared by: Ernie Carlsen
Date Prepared: August 2006

Blackfoot Younie Ditch

4

T03S R35E

3

SWSE

SESE

SWSW

Point of Diversion

NENE

9

Service Area Boundary

Water Right No.:

27-17

- Point of diversion.shp
- Irrigated acres
- Service Area
- Township/Range
- Sections
- QQ

SCANNED
DEC 29 2005



0 660 1320 1980 2640 Feet

GIS Place of Use Illustration
1987 NAPP Photography
Prepared by: E. Carlsen
Date: September 2005

Department of Water Resources
Eastern Region

Frank K. Murray 7/26/06
Vice President Date
Blackfoot Youngie Ditch Co.

OBJECTORS:

Jeanette Wolfley 7/26/2006
Jeanette Wolfley Date
Attorney for Shoshone-Bannock Tribes

Peter Monson 7/26/2006
Peter Monson, USDOJ Date
Attorney for BIA

RESPONDENT:

David J. Barber 7/26/2006
David J. Barber Date

IDWR CONCURRENCE:

Ernest Carlsen 7-26-06
Ernest Carlsen Date
IDWR Adjudication Supervisor

Candice McHugh 7/26/06
Candice McHugh Date
Deputy Attorney General
Attorney for IDWR

RIGHT NUMBER: 27-17
NAME AND ADDRESS: BLACKFOOT YOUNIE DITCH CO
C/O ANN HOBBS
944 MC ADOO ST
BLACKFOOT ID 83221

SOURCE: BLACKFOOT RIVER TRIBUTARY: SNAKE RIVER

QUANTITY: 2.400 CFS

PRIORITY DATE: 07/01/1874

POINT OF
DIVERSION: T03S R35E S9 SWSENE Lot 1 Within BINGHAM County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	2.400 CFS

PLACE OF USE:

64.1
~~61.6~~ ACRES TOTAL

The boundary encompassing the place of use for this water right is described with a digital boundary as defined by I.C. Section 42-202B(2) and authorized pursuant to I.C. Section 42-1411(2)(h). The data comprising the digital boundary are incorporated herein by reference and are stored on a CD-ROM disk issued in duplicate originals on file with the SRBA District Court and the Idaho Department of Water Resources. A map depicting the place of use is attached hereto to illustrate the place of use described by the digital boundary.

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 - Decreed

Stipulation to Resolve Objection

CERTIFICATE OF MAILING

I certify that on July 29, 2006, I mailed the original and copies of this form, including all attachments, to the following persons by mailing the original and/or copies, postage prepaid and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

Hand-Delivered

2. Copies to:

Blackfoot Younie Ditch Co.
C/O Jerry Hobbs, President
944 Mc Adoo St.
Blackfoot, ID 83221

Shoshone-Bannock Tribes
Represented by Jeanette Wofley
202 N. Arthur
Pocatello, ID 83204

State of Idaho
Represented by David J. Barber
P.O. Box 44449
Boise, ID 83711-4449

United States Department of Justice
Environment & Natural Resource Division
550 West Fort Street, MSC 0333
Boise, ID 83724

IDWR Repository
PO Box 83720
Boise, ID 83720



Signature of person mailing the form

Blackfoot Younie Ditch Co
27-17





State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. SKYLINE DR., SUITE A, IDAHO FALLS, ID 83402-1718

PHONE: (208) 525-7161 FAX: (208) 525-7177 WEB SITE: www.idwr.state.id.us

EASTERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

September 26, 2005

Blackfoot Younie Ditch
c/o Ann Hobbs
944 McAdoo St
Blackfoot ID 83221

RE: Revised Preliminary Director's Report for 27-17

Dear Ann:

Enclosed for your review is a revised Preliminary Director's Report (PDR) for water right 27-17 with an associated layout plus a copy of previous PDR for water right 27-29A.

Since the Blackfoot Younie Ditch is a water delivery organization with more than five users the PDR is in the large place of use format. The format simply shows the total number of acres irrigated with the boundary of the ditch company illustrated on the layout. For your reference also illustrated on the layout is the irrigated acres served by the company within the boundary. The total for the irrigated acres came to 61.4. Allowing just fewer than two miners inches per acre the PDR for 27-17 shows a diversion rate of 2.40 cubic feet second. The PDR for 27-29A still indicates the right is being disallowed because of insufficient data to show that an amount greater than 2.40 cubic feet second is needed for adequate irrigation of the 61.4 acres.

Naturally if you have questions concerning these PDRs feel free to contact me at the above number.

Respectfully yours,

Ernest Carlsen
Water Rights Supervisor

Enclosures (3)
emc

SCANNED

DEC 29 2005

PROFILED

09/26/2005

NOTICE OF ERROR
REPLY

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS:

Water right number: 27-17

BLACKFOOT YOUNIE DITCH CO
C/O ANN HOBBS
944 MC ADOO ST
BLACKFOOT ID 83221
Telephone Number: (208)785-5094

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):
2. Describe the changes you wish to make in the proposed recommendation:
3. Give a brief explanation as to why you disagree with these portions:

☒ I AGREE with this proposed recommendation: no changes need to be made.

DATE: 10/20/05 SIGNATURE: Ann Hobbs

Please print your name: Ann Hobbs

IDWR Regional Office, 900 N Skyline Dr Ste A, Idaho Falls, ID 83402, 2085257161

RECEIVED

OCT 24 2005

Department of Water Resources
Eastern Region

SCANNED
SEP 26 2005

PROFILED

KUT
10/24

October 20, 2005

Dear Mr. Carlsen.

We had a directors meeting and reviewed the letter that you sent to us. The directors voted to accept the recommendation that you sent us. Here are the papers that you wanted sent back to you. Sorry that it took so long to get them back to you.

Sincerely:

Ann Hobbs

Ann Hobbs - Sec.

RECEIVED
OCT 24 2005
Department of Water Resources
Eastern Region

PROFILED

SCANNED
SEP 26 2005

01/28/2005

**NOTICE OF ERROR
REPLY**

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS:**Water right number: 27-17**

Younie Ditch Co.
% Ann Hobbs
944 McAdoo St.
Blackfoot, ID 83221
Telephone Number: (208) 785-5094

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

Recommendation --

2. Describe the changes you wish to make in the proposed recommendation:

*Name change to Blackfoot Younie Ditch Co.
working on assignments of w/r to Ditch Co.*

3. Give a brief explanation as to why you disagree with these portions:

*will send copies to
IDWR.*

____ I AGREE with this proposed recommendation: no changes need to be made.

DATE: 7 June 05 SIGNATURE: *Jerry D. Hobbs*

Please print your name: JERRY D. Hobbs.

IDWR Regional Office, 900 N Skyline Dr. Ste A, Idaho Falls, ID 83402, (208) 525-7161

SCANNED
JUN 10 2005

PROFILED

RECEIVED
JUN 09 2005
Department of Water Resources
Eastern Region

Received Time Jun. 9. 12:29PM

*KMT
6/9*

Dear Cindy

Here is the assignments from the
Blackfoot Yainnie Ditch Company. Sorry
they are so late but we had a problem
getting some of them returned. We had to
go house to house to get the last of them.
If you have any questions please call.

Sincerely
Jerry D. Holtz-Russ

PS 785-5094



Blackfoot Younie Ditch Company

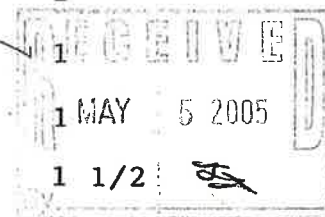
Assignments send to Eastern for profiling for Candice 8/16/05

K & S Properties, LLC
Dewain H. Taylor
James V. Murdock
Robert M. & Mary Jane Sims
James C. Herndon and Tommye Herndon
Ben White
Mrs. Jack Yamanoto
R. Scott Reese or Cindy Reese
Joel Guerrero
Barbara R. Hoge
Charles M. Gasper, Sr.
Jerry or Ann Hobbs
Eugene and/or Connie Gabert
Joshua and Jamie Popejoy
Elesa Fahlen
May Christensen
Venito Longora Angela Cervantos
Pedro Pelago
William L. Scott
John Daiscoll
John Henrikson
Wesley A. Cathleen Megill
Rod Hughes
Tevice Hanson Beck
Clay Ockerman
Violet A. Hill
Roberta Ellen Southward
Scott & Sherri Burkman
Dona Jean Bishoff
Beverly Truman
Chuck & Billie Wisdom
Steven Huffman for Tom Huffman
Allen Behch
Whitney O. and Donna Johnson
Cyndi & Gary Cover
Robert Davalos & Rosa Davalos
Edgar J. Bamberry
Bernita K. Hiltz
Henry & Calvin Leavitt
Robert Feguson
Angela L. Murray
Robert Figuerus

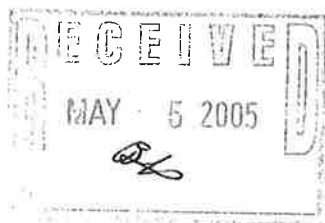
BLACKFOOT YOUNIE DITCH COMPANY

Shareholder's Name	Assignment Name	Shareholder's Address	Assignment Address	S/H #	Assign. #	Certificate #
Apply Valley, Inc.						
Bamberry, Ed	same	P. O. Box 269, Moreland,	1181 Packer Drive	2	5	225
Bench, Allen	same	1086 Meridian	same & legal	1.5	0.5	155
Bishoff, Dona	same	505 Riverton Rd	same & legal	1.2	0.5	182
Burkman, Scott	same	860 Meridian	same & legal	1	2	204
Christensen, Max	same	850 McAdoo	same & legal	6	6	206
Cover, Gary	same	960 Wandell	same & legal	1	2	170
Davalos, Roberto	same	855 Riverton Rd	same & legal	2.5	5	222
Driscoll, John	same	1325 E. Walker	legal	1.5	3 lots	174
Fahlen, Elsa	same	357 Ruby	same & legal	1	1	208
Figueros, Robert	same	565 Reverton Rd.	legal	3	3.25	175
	Figueros, Robert		legal		3.25	228
Gabert, Gene	same	1131 Camas	same & legal	5	5	217
Gasper, Charles	same	833 Meridian	same & legal	3	3	163
Gerdes, Jares		286 Rice		1	1	
Grover, Kim		626 Riverton Rd.		19.5		
Guerrero, Joel	same	240 Rice St.	342 Rice	1	1	231
Hansen, Terrece	Terrace Hanson Beck	780 McAdoo	same & legal	1	1.5	213
Henrikson, John	same	904 Wandell	same & legal	1 ??		230
Herndon, James	same	1055 Riverton Rd.	same & legal	11	11 none	
Hill, Violet	same	725 Riverton Rd.	same & legal	2	1	220
Hines, Bill		P. O. Box 1898		4.5	4.5	
Hobbs, Jerry	same	944 McAdoo	same & legal	6	6	186
Hoge, Doris	Barbara Hoge	1035 Riverton	same & legal	8.5	8.5	141
Huffman, Steve	same	1020 McAdoo	same & legal	3	2	187
Hughes, Rodney	same	910 McAdoo	same & legal	4	4.33	214
Hultz, Bernita	same	624 McAdoo	same & legal	6	5.5	15
Johnson, Whitney	Donna Johnson	381 Rice	same & legal	1 2/7		169
Leavitt, Cal	same	726 Curtis	legal	1 2/7		122
Longoria, Venitto	same	886 Wandell	same & legal	1	1	226
Megill, Wes	same	585 Riverton	same & legal	1.5	0.33 none	
Murdock, Jim	same	940 Wandell	legal	1.5	1 none	
Murray, Anglia	same	P. O. Box 493	legal	6.5	5.5	224
Ockerman, Clay	same	939 Meridian	same & legal	1.5	1.33	200
Peayo, Pedro	same	P. O. Box 1384	775 Riverton Rd	4	4	221
Popejoy, Josh	same	1011 Meridian	same & legal	2	2	227
Reece, Scott	same	744 McAdoo	legal	3.5	3.5	212
Scott, Bill	same	341 Rice	legal	2.5	5 lots	159 & 209
Sims, Bob	same	485 Fisher	same & legal	2	2	172
Southword, Roberta	same	251 Rice	same & legal	2.5	5	178
Taylor, Dewain	same	433 Rice	legal	1	1	164
Truman, Sherald	Beverly Truman	320 Rice	same & legal	1.5	3/7	183
White, Ben	same	1059 S. Meridian	same & legal	1	1 none	
Willows, The						
Wisdom, Chuck,	same	475 Riverton Rd.	same & legal	1.5	3	185
Yamamoto, Mrs. Jack	same	358 Rice	same & legal	1.5	1.5 none	
	K&S Properties		635 N 1200 West		19.5	229
TOTALS				134.2	134.49	

Ed Bamberry	P.O.Box269 Moreland Id. 83256	5	2 Shares	
Allen Bench	1086 Meridian Blk. ID. 83221	$\frac{1}{2}$	1 1/2	
Dona Bishoff	505 Riverton RD. BLK. ID. 832211	$\frac{1}{2}$	1 1/2	
Scott Burkman	860 Meridian BLK. ID. 83221	2	1	
Max Christensen	850 McAdoo BLK. ID. 83221	✓	6	
Gary Cover	960 Wandell BLK. ID. 83221	2	1	
Roberto Davalos	855 Riverton RD. BLK.ID. 83221	5	2 1/2	
Joel Guerrero	240 Rice ST. BLK.ID. 83221	✓	1	
John Driscoll	1325 E. Walker BLK.ID. 83221		1 1/2	3 Lots
Ben White	1059 S. Meridian BLK.ID. 83221	✓	1	
Elsa Fahlen	357 Ruby BLK. ID. 83221	✓	1	
Robert Figueroa	565 Reverton RD. BLK. ID. 83221		3	3.25
Gene Gabert	1131 Camas BLK. ID? 83221	✓	5	
Charles Gasper	833 Meridian BLK.ID. 83221	✓	3	
Jares Gerdes	286 Rice BLM.ID. 83221		1	
Jim Murdock	940 Wandell BLK.ID. 83221		1 1/2	1.0
Terrece Hansen	780 McAdoo BLK. ID. 83221	$\frac{1}{2}$	1	
John Henrikson	904 Wandell BLK.ID. 83221	?	1	
James Herndon	1055 Riverton RD BLK.ID. 83221	✓	11	
Violet Hill	725 Riverton RD BLK.ID. 83221	1	2	
Jerry Hobbs	944 McAdoo BLK.ID. 83221	✓	6	
Doris Hoge	1035 Riverton RD BLK.ID. 83221	✓	8 1/2	
Steve Huffman	1020 McAdoo BLK.ID. 83221	2	3	
Rodney Hughes	910 MCAdoo BLK.ID. 83221	$\frac{4}{3}$	4	
Bernita Hultz	624 McAdoo BLK.ID. 83221	$\frac{5}{2}$	6	
Whitney Johnson	381 Rice BLK.ID. 83221	$\frac{2}{7}$	1	
Venitto Longoria	886 Wandell BLK.ID. 832212	✓	1	
Cal Leavitt	726 Curtis BLK.ID. 83221	$\frac{2}{17}$	1 MAY 5 2005	
Wes Megill	585 Riverton RD. BLK. ID. 83221	$\frac{1}{3}$	1 1/2	



✓ Anglia Murray	P.O.Box 493 BLK.ID. 83221	✓ 5 $\frac{1}{2}$	6 1/2 Shares
✓ Clay Ockerman	939 Meridian BLK.ID. 83221	✓ 1 $\frac{2}{3}$	1 1/2
— Pedro Peayo	P.O.Box 1384 BLK.ID. 83221	✓ 4	
Kim Grover	626 Riverton RD. BLK.ID. 83221		19 1/2
✓ Josh Popejoy	1011 Meridian BLK.ID. 83221	✓ 2	
✓ Scott Reece	744 McAdoo BLK.ID. 83221	✓ 3 1/2	
✓ Bill Scott OK	341 Rice BLK.ID. 83221		2 1/2 5 lots
✓ Bob Sims	485 Fisher BLK. ID. 83221	✓ 2	
✓ Roberta Southword	251 Rice BLK. ID. 83221	5	2 1/2
✓ Dewain Taylor	433 Rice BLK.ID. 83221	✓ 1	
✓ Shearld Truman	320 Rice BLK. ID. 83221	3/7	1 1/2
— Chuck Wisdom	475 Riverton RD. BLK.ID. 83221	3	1 1/2
✓ Mrs. Jack Yamamoto	358 Rice BLK. ID. 83221	✓ 1	1 1/2
Apple Valley Inc			
The Willows			
Bill Hines	P.O.Box 1898 Boise ID. 83701		4 1/2



ASSIGNMENT

ASSIGNMENT made this 11 day of May, 2005, by K & S Properties, LLC, an Idaho limited liability company, of 635 N 1200 W, of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to BLACKFOOT YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims, liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following described real property, to wit:

Certificate No. 229 Owner: K & S Properties Nos. of Shares: 19.5

Legal description: A portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 9, Township 3 South, Range 35 EBM., Bingham County, Idaho, described as:

Beginning at a point South 89°16' W 660 feet from the Northeast corner of said Section 9 and running thence South 0°49'40" East 444 feet to the North line of Cook Addition to the City of Blackfoot, Idaho, according to the recorded plat thereof; thence Westerly along the North line of said Cook Addition 646.65 feet to the Northwest Corner thereof; thence North 0°41' West 444 feet, more or less, to the North line of said Section 9; thence East along the North line of said Section 9 to the Place of Beginning.

The above Assignment is made by Assignor to Assignee in exchange for and as collateral and security for 19.5 (number) shares in the said Blackfoot Younie Ditch Company.

The intent of this instrument is to transfer to the Assignee the water and water rights appurtenant to the real property described herein to be used as irrigation water. It is understood that this assignment is not intended to separate the water, water rights or ditch rights from the land to which said rights are appurtenant.

The Assignee has the full power in its absolute discretion to co-mingle said water in the Blackfoot Younie Ditch and rotate the waters among the Blackfoot Younie Ditch Assignors in order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like manner. The water and water rights conveyed by this Assignment shall be held in trust by the Assignee and shall remain appurtenant to the lands described herein. In the event the Assignee shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor or the Assignor's successor in interest.

IN WITNESS WHEREOF the parties have executed this Assignment at Blackfoot, Idaho on the date and year first above written.



K & S PROPERTIES, LLC

BLACKFOOT YOUNIE DITCH COMPANY

By: Kim Grover
Kim Grover, ASSIGNOR

By: Furray D Hobbs
ASSIGNEE

STATE OF IDAHO)
 SS:
County of Bingham)

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this 11th day of May, 2005.



Lavaun Sykes
Notary Public for Idaho
Residing at Blackfoot
My Commission Expires: 5-17-05

ASSIGNMENT

ASSIGNMENT made this 7-11-05, 2005, by Dewain H Taylor, of _____, of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to BLACKFOOT YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims, liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following described real property, to wit:

Certificate No. 164 Owner Dewain H Taylor No. Of Share 1
 Legal description: T3S R35E Sec 03 BLKRT
Kennedy PARK BLK 12 Lots 3-4

The above Assignment is made by Assignor to Assignee in exchange for and as collateral and security for 1 (number) shares in the said Blackfoot Younie Ditch Company.

The intent of this instrument is to transfer to the Assignee the water and water rights appurtenant to the real property described herein to be used as irrigation water. It is understood that this assignment is not intended to separate the water, water rights or ditch rights from the land to which said rights are appurtenant.

The Assignee has the full power in its absolute discretion to co-mingle said water in the Blackfoot Younie Ditch and rotate the waters among the Blackfoot Younie Ditch Assignors in order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like manner. The water and water rights conveyed by this Assignment shall be held in trust by the Assignee and shall remain appurtenant to the lands described herein. In the event the Assignee shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor or the Assignor's successor in interest.



IN WITNESS WHEREOF the parties have executed this Assignment at Blackfoot, Idaho
on the date and year first above written.

BLACKFOOT YOUNIE DITCH COMPANY

Donna N. Taylor

ASSIGNOR

Anna Hobbs Lee

By: Jerry D. Hobbs Pres.
ASSIGNEE

STATE OF IDAHO)

ss:

County of Bingham)

28th day of July, 2005. SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this



Donna Cronquist
Notary Public for Idaho
Residing at Blackfoot, Idaho
My Commission Expires: 12-17-2010

ASSIGNMENT

ASSIGNMENT made this 27 day of July, 2005, by JAMES V. MURDOCK, of _____,

of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to BLACKFOOT YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

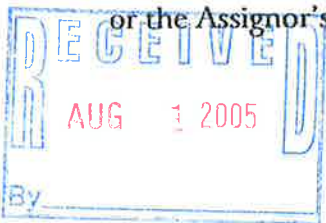
Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims, liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following described real property, to wit:

Certificate No. _____ Owner JAMES V. MURDOCK No. Of Share 1
Legal description: T3S R36E Sec. 04
Blackfoot Vancay Blk 1
T4827, T4828** Lot 8 Ls 15"

The above Assignment is made by Assignor to Assignee in exchange for and as collateral and security for 1 (number) shares in the said Blackfoot Younie Ditch Company.

The intent of this instrument is to transfer to the Assignee the water and water rights appurtenant to the real property described herein to be used as irrigation water. It is understood that this assignment is not intended to separate the water, water rights or ditch rights from the land to which said rights are appurtenant.

The Assignee has the full power in its absolute discretion to co-mingle said water in the Blackfoot Younie Ditch and rotate the waters among the Blackfoot Younie Ditch Assignors in order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like manner. The water and water rights conveyed by this Assignment shall be held in trust by the Assignee and shall remain appurtenant to the lands described herein. In the event the Assignee shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor or the Assignor's successor in interest.



ASSIGNMENT

ASSIGNMENT made this 30 day of March, 2005, by Robert M & Mary Jane Sims of 48 So Fisher Blackfoot Id (address), of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to **BLACKFOOT** YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims, liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following described real property, to-wit: CERT # 172 -
T3S R35E SEC 03
BLKFT KENNEDY PARK BLK 10
LOTS 13 to 16

265-275-285 Ruby St.

The above Assignment is made by Assignor to Assignee in exchange for and as collateral and security for 2 (number) shares in the said **BLACKFOOT** Younie Ditch Company.

The intent of this instrument is to transfer to the Assignee the water and water rights appurtenant to and being conveyed to the real property described herein to be used as irrigation water.



The Assignee has the full power in its absolute discretion to co-mingle said waters in the **BLACKFOOT** Younie Ditch and rotate the waters among the **BLACKFOOT** Younie Ditch Assignors in order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like manner. The water and water rights conveyed by this Assignment shall be held in trust by the Assignee and shall remain appurtenant to the lands described herein for the use and benefit of the property described herein. In the event the Assignee shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor or the Assignor's successor in interest.

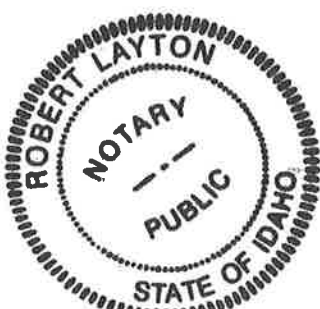
IN WITNESS WHEREOF the parties have executed this Assignment at Blackfoot, Idaho on the date and year first above written.

Robert Sims
Mary Jane Sims
ASSIGNOR

BLACKFOOT
YOUNIE DITCH COMPANY

by Jerry L. Hills
ASSIGNEE

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this 30th day of March 2005.



Robert Layton
Notary Public for State of Idaho
Residing at Blackfoot Idaho
Comm. Expires: 3-15-10

ASSIGNMENT

ASSIGNMENT made this 7th day of July, 2005, by JAMES C. HERNDON
and TOMMYE HERNDON, of 1055 Riverton Rd.,
of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to
BLACKFOOT YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of
Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

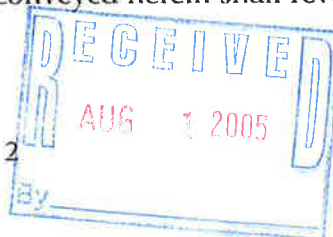
Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims,
liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and
equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following
described real property, to wit:

Certificate No. _____ Owner J.C. & TOMMYE HERNDON No. Of Share 11
Legal description: Lot 51, L.E. Younie Addition to the City
of Blackfoot, Bingham County, Idaho, according to the
recorded plat thereof.

The above Assignment is made by Assignor to Assignee in exchange for and as collateral
and security for 11 (number) shares in the said Blackfoot Younie Ditch Company.

The intent of this instrument is to transfer to the Assignee the water and water rights
appurtenant to the real property described herein to be used as irrigation water. It is understood
that this assignment is not intended to separate the water, water rights or ditch rights from the
land to which said rights are appurtenant.

The Assignee has the full power in its absolute discretion to co-mingle said water in the
Blackfoot Younie Ditch and rotate the waters among the Blackfoot Younie Ditch Assignors in
order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like
manner. The water and water rights conveyed by this Assignment shall be held in trust by the
Assignee and shall remain appurtenant to the lands described herein. In the event the Assignee
shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor
or the Assignor's successor in interest.



ASSIGNMENT

ASSIGNMENT made this 25 day of April, 2005, by Ben White
of 1059 S. Meridian St.
of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to
BLACKFOOT YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of
Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

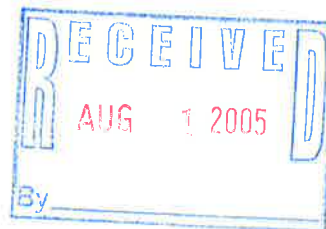
Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims,
liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and
equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following
described real property, to wit:

Certificate No. _____ Owner Ben White No. Of Share 1
Legal description: T35. R35E. Sec. 03
BLKFT Kennedy Park BLK 11
Lots 17, 18, T-6036

The above Assignment is made by Assignor to Assignee in exchange for and as collateral
and security for 1 (number) shares in the said Blackfoot Younie Ditch Company.

The intent of this instrument is to transfer to the Assignee the water and water rights
appurtenant to the real property described herein to be used as irrigation water. It is understood
that this assignment is not intended to separate the water, water rights or ditch rights from the
land to which said rights are appurtenant.

The Assignee has the full power in its absolute discretion to co-mingle said water in the
Blackfoot Younie Ditch and rotate the waters among the Blackfoot Younie Ditch Assignors in
order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like
manner. The water and water rights conveyed by this Assignment shall be held in trust by the
Assignee and shall remain appurtenant to the lands described herein. In the event the Assignee
shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor
or the Assignor's successor in interest.



IN WITNESS WHEREOF the parties have executed this Assignment at Blackfoot, Idaho
on the date and year first above written.

BLACKFOOT YOUNIE DITCH COMPANY

[Signature]

ASSIGNOR

[Signature]

By:

ASSIGNEE

STATE OF IDAHO)

ss:

County of Bingham)

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this
25th day of July, 2005.



Donna Cronquist
Notary Public for Idaho
Residing at Blackfoot, Idaho
My Commission Expires: 12-17-2010

ASSIGNMENT

ASSIGNMENT made this 25 day of April, 2005, by Mrs. Jack
Yanamoto, of 358 Rice St.,
of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to
BLACKFOOT YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of
Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims,
liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and
equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following
described real property, to wit:

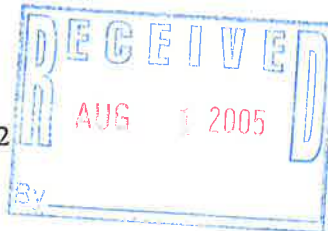
Certificate No. _____ Owner _____ No. Of Share 1 1/2

Legal description: T 35 - R 35 E - SEC - 03 BLK ft
Kennedy Park BLR 10. Lot 17, 18, 19.

The above Assignment is made by Assignor to Assignee in exchange for and as collateral
and security for 1 1/2 (number) shares in the said Blackfoot Younie Ditch Company.

The intent of this instrument is to transfer to the Assignee the water and water rights
appurtenant to the real property described herein to be used as irrigation water. It is understood
that this assignment is not intended to separate the water, water rights or ditch rights from the
land to which said rights are appurtenant.

The Assignee has the full power in its absolute discretion to co-mingle said water in the
Blackfoot Younie Ditch and rotate the waters among the Blackfoot Younie Ditch Assignors in
order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like
manner. The water and water rights conveyed by this Assignment shall be held in trust by the
Assignee and shall remain appurtenant to the lands described herein. In the event the Assignee
shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor
or the Assignor's successor in interest.



IN WITNESS WHEREOF the parties have executed this Assignment at Blackfoot, Idaho
on the date and year first above written.

BLACKFOOT YOUNIE DITCH COMPANY

Mrs. K. Gamant

ASSIGNOR

Jimmy D. Hobbs, Pres.

By:

ASSIGNEE

STATE OF IDAHO)

ss:

County of Bingham)

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this
26th day of July, 2005.



Donna Cronquist
Notary Public for Idaho
Residing at Blackfoot, Idaho
My Commission Expires: 12-17-2010

Reese

ASSIGNMENT

ASSIGNMENT made this 26 day of July, 2005, by R. Scott Reese or Cindy Reese,
of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to
BLACKFOOT YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of
Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

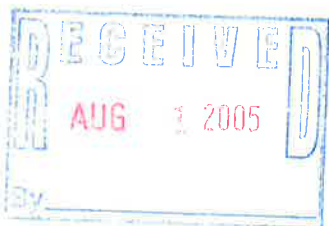
Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims,
liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and
equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following
described real property, to wit:

Certificate No. 212 Owner R. Scott/Cindy Reese Of Share 3 1/2
Legal description: see attached warranty deed for
description

The above Assignment is made by Assignor to Assignee in exchange for and as collateral
and security for 3 1/2 (number) shares in the said Blackfoot Younie Ditch Company.

The intent of this instrument is to transfer to the Assignee the water and water rights
appurtenant to the real property described herein to be used as irrigation water. It is understood
that this assignment is not intended to separate the water, water rights or ditch rights from the
land to which said rights are appurtenant.

The Assignee has the full power in its absolute discretion to co-mingle said water in the
Blackfoot Younie Ditch and rotate the waters among the Blackfoot Younie Ditch Assignors in
order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like
manner. The water and water rights conveyed by this Assignment shall be held in trust by the
Assignee and shall remain appurtenant to the lands described herein. In the event the Assignee
shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor
or the Assignor's successor in interest.



IN WITNESS WHEREOF the parties have executed this Assignment at Blackfoot, Idaho
on the date and year first above written.

BLACKFOOT YOUNIE DITCH COMPANY

R. Scott Reese
Cindy R. Reese
ASSIGNOR

By: Jerry D. Holbe Pres.
ASSIGNEE

STATE OF IDAHO)
SS:
County of Bingham)

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this
27th day of July, 2005.



Tammy S. Ketterman
Notary Public for Idaho
Residing at Blackfoot ID
My Commission Expires: 7/19/2016

Attachment

Part of lot 45 of the L.E. Younie Addition, City of Blackfoot, Bingham County, Idaho, being also part of the Southeast Quarter of Section 4, Township 3 South, Range 35 East of the Boise Meridian, described as follows:

Beginning at the northwest corner of the property as described in Instrument No. 443063 that is N.89°55'39"W. 136.01 feet along the lot line and S.00°44'57"W. 25.00 feet from the northeast corner of said Lot 45 of the L.E. Younie Addition as recorded in the Bingham County Courthouse and running thence along the boundary of said property as described in Instrument No. 443063 the following two (2) courses: (1) S.00°44'57"W. 133.39 feet; thence (2) S.89°15'03"E. 136.00 feet to the east line of said Lot 45 of the L.E. Younie Addition; thence S.00°44'58"W. 451.75 feet along said east line to the centerline of an existing ditch, shown of record to be the south line of said Lot 45; thence N.89°34'33"W. 233.29 feet along said centerline; thence N.00°11'23"E. 585.28 feet to a point on the south line of McAdoo Street that is 25.00 feet perpendicular to the north line of said Lot 45 of the L.E. Younie Addition; thence S.89°55'39"E. 106.88 feet along said south line to the point of beginning.

ASSIGNMENT

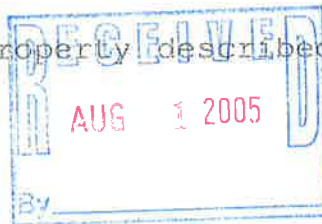
ASSIGNMENT made this 5th day of April, 2005, by Joel Guerrero of 342 Rice (address), of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to **BLACKFOOT** YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims, liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following described real property, to-wit: CERT # 231

Township 3 South Rge 35 East Sec. 03
Blk 11 Kennedy Park Blk 10
Lots 20 & 21

The above Assignment is made by Assignor to Assignee in exchange for and as collateral and security for 1 (number) shares in the said **BLACKFOOT** Younie Ditch Company.

The intent of this instrument is to transfer to the Assignee the water and water rights appurtenant to and being conveyed to the real property described herein to be used as irrigation water.



The Assignee has the full power in its absolute-
BLACKFOOT
discretion to co-mingle said waters in the Younie Ditch and
BLACKFOOT
rotate the waters among the Younie Ditch Assignors in order
that each Assignor can irrigate the Assignor's property in
a reasonable and husband-like manner. The water and water
rights conveyed by this Assignment shall be held in trust
by the Assignee and shall remain appurtenant to the lands
described herein for the use and benefit of the property
described herein. In the event the Assignee shall cease to
exist the said water and water rights conveyed herein shall
revert to the Assignor or the Assignor's successor in
interest.

IN WITNESS WHEREOF the parties have executed this
Assignment at Blackfoot, Idaho on the date and year first
above written.



ASSIGNOR

BLACKFOOT

YOUNIE DITCH COMPANY

by 

ASSIGNEE

ROXA FOLTZ
NOTARY PUBLIC
STATE OF IDAHO

SUBSCRIBED AND SWORN TO before me, the undersigned Notary
Public, on this 5 day of April, 2005.


Notary Public for State of Idaho
Residing at Blackfoot Co, Idaho
Comm. Expires: 05-09

ASSIGNMENT

ASSIGNMENT made this 28th day of MARCH, 2005, by BARBARA R. HOGE of 1035 N. RIVERTON RD, BLACKFOOT, ID (address), of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to **BLACKFOOT** YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims, liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following described real property, to-wit: CERT. # 141

T3S R35E SEC04

BLKFT LE YOUNIE LOT 52

20 RES LOTS 4.800 AC

32 RURAL IMP ON AG

41 RES BLDG

The above Assignment is made by Assignor to Assignee in exchange for and as collateral and security for 8½ (number) shares in the said Younie Ditch Company. **BLACKFOOT**

The intent of this instrument is to transfer to the Assignee the water and water rights appurtenant to and being conveyed to the real property described herein to be used as irrigation water.



The Assignee has ~~the~~ full power in its absolute discretion to co-mingle said waters in the **BLACKFOOT** Younie Ditch and rotate the waters among the **BLACKFOOT** Younie Ditch Assignors in order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like manner. The water and water rights conveyed by this Assignment shall be held in trust by the Assignee and shall remain appurtenant to the lands described herein for the use and benefit of the property described herein. In the event the Assignee shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor or the Assignor's successor in interest.

IN WITNESS WHEREOF the parties have executed this Assignment at Blackfoot, Idaho on the date and year first above written.

Barbara Ridge

ASSIGNOR

BLACKFOOT

YOUNIE DITCH COMPANY

by [Signature]

ASSIGNEE

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this 28 day of March, 2005.



Mary Lou Thurston
Notary Public for State of Idaho
Residing at Springfield, Idaho
Comm. Expires: 10/21/10

ASSIGNMENT

ASSIGNMENT made this 12 day of April, 2005, by Charles M Gasper SR. of 833 S. Meridian (address), of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to **BLACKFOOT** YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims, liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following described real property, to-wit: Certificate # 163

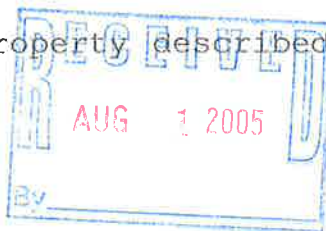
T3S R35E SEC 03

BLKFT Kenney Park BLK4

Lots 18 to 21

The above Assignment is made by Assignor to Assignee in exchange for and as collateral and security for 3 (number) shares in the said **BLACKFOOT** Younie Ditch Company.

The intent of this instrument is to transfer to the Assignee the water and water rights appurtenant to and being conveyed to the real property described herein to be used as irrigation water.



The Assignee has the full power in its absolute
discretion to co-mingle said waters in the **BLACKFOOT** Younie Ditch and
rotate the waters among the **BLACKFOOT** Younie Ditch Assignors in order
that each Assignor can irrigate the Assignor's property in
a reasonable and husband-like manner. The water and water
rights conveyed by this Assignment shall be held in trust
by the Assignee and shall remain appurtenant to the lands
described herein for the use and benefit of the property
described herein. In the event the Assignee shall cease to
exist the said water and water rights conveyed herein shall
revert to the Assignor or the Assignor's successor in
interest.

IN WITNESS WHEREOF the parties have executed this
Assignment at Blackfoot, Idaho on the date and year first
above written.

George M. Dwyer SR

ASSIGNOR

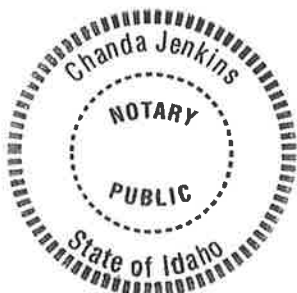
BLACKFOOT

YOUNIE DITCH COMPANY

by Jerry O. Hobbs

ASSIGNEE

SUBSCRIBED AND SWORN TO before me, the undersigned Notary
Public, on this 21 day of April, 2005.



Chanda Jenkins
Notary Public for State of Idaho
Residing at Pocatello, Idaho
Comm. Expires: 09/09/09

ASSIGNMENT

ASSIGNMENT made this 18 day of April, 2005, by JERRY OR Ann HOBBS, of 944 McAdoo BLK, of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to BLACKFOOT YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

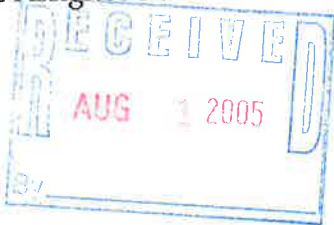
Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims, liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following described real property, to wit:

Certificate No. 186 Owner JERRY OR Ann HOBBS No. Of Share 6
Legal description: T3S R35E Sec 04 BLKFT L.E. YOUNIE
LOT 47 T-6105

The above Assignment is made by Assignor to Assignee in exchange for and as collateral and security for 6 (number) shares in the said Blackfoot Younie Ditch Company.

The intent of this instrument is to transfer to the Assignee the water and water rights appurtenant to the real property described herein to be used as irrigation water. It is understood that this assignment is not intended to separate the water, water rights or ditch rights from the land to which said rights are appurtenant.

The Assignee has the full power in its absolute discretion to co-mingle said water in the Blackfoot Younie Ditch and rotate the waters among the Blackfoot Younie Ditch Assignors in order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like manner. The water and water rights conveyed by this Assignment shall be held in trust by the Assignee and shall remain appurtenant to the lands described herein. In the event the Assignee shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor or the Assignor's successor in interest.



BLACKFOOT YOUNIE DITCH COMPANY

By: Jerry D. Holt Prm.
ASSIGNEE

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this
25th day of July, 2005.



Donna Cronquist
Notary Public for Idaho
Residing at Blackfoot, Idaho
My Commission Expires: 12-17-2010

ASSIGNMENT

ASSIGNMENT made this 14th day of April, 2005, by Eugene H. & Connie Habert of 1131 Canas St. (address), of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to **BLACKFOOT** YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims, liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following described real property, to-wit: CERT # 217

Section 4, T. 3 S., R. 35 E. B. M.
Blackfoot L.E. Younie Lot 55
Less Pixton Estates Lots 1-2 & 3
Bingham County, Idaho

The above Assignment is made by Assignor to Assignee in exchange for and as collateral and security for 5 (number) shares in the said **BLACKFOOT** Younie Ditch Company.

The intent of this instrument is to transfer to the Assignee the water and water rights appurtenant to and being conveyed to the real property described herein to be used as irrigation water.



The Assignee has the ~~full~~ power in its absolute-
BLACKFOOT
discretion to co-mingle said waters in the Younie Ditch and
rotate the waters among the ~~Younie Ditch~~ **BLACKFOOT** Assignors in order
that each Assignor can irrigate the Assignor's property in
a reasonable and husband-like manner. The water and water
rights conveyed by this Assignment shall be held in trust
by the Assignee and shall remain appurtenant to the lands
described herein for the use and benefit of the property
described herein. In the event the Assignee shall cease to
exist the said water and water rights conveyed herein shall
revert to the Assignor or the Assignor's successor in
interest.

IN WITNESS WHEREOF the parties have executed this
Assignment at Blackfoot, Idaho on the date and year ~~first~~
above written.

Conni J. Habert
ASSIGNOR

BLACKFOOT
YOUNIE DITCH COMPANY
by *[Signature]*
ASSIGNEE

SUBSCRIBED AND SWORN TO before me, the undersigned Notary
Public, on this 4 day of April, 2005.



Conda Ramos
Notary Public for State of Idaho
Residing at Burghan, Idaho
Comm. Expires: 11-27-09

ASSIGNMENT

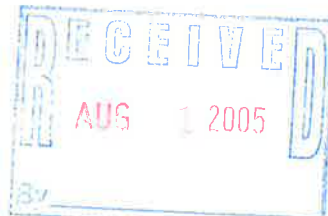
ASSIGNMENT made this 13th day of April, 2005, by JOSHUA AND Jamie Popejoy of 1011 S. Meridian (address), of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to **BLACKFOOT** YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims, liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following described real property, to-wit: CERT # 227

T3S R35E SEC 03
BLKET KENNEDY PARK BLK 11
LOTS 21 TO 24

The above Assignment is made by Assignor to Assignee in exchange for and as collateral and security for 2 (number) shares in the said **BLACKFOOT** Younie Ditch Company.

The intent of this instrument is to transfer to the Assignee the water and water rights appurtenant to and being conveyed to the real property described herein to be used as irrigation water.

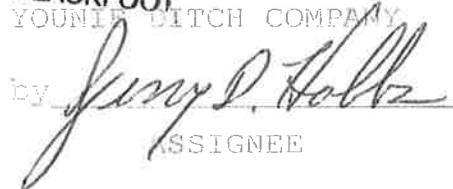


The Assignee has the ~~full~~ power in its absolute discretion to co-mingle said waters in the Younie Ditch and rotate the waters among the ~~Younie Ditch~~ **BLACKFOOT** Assignors in order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like manner. The water and water rights conveyed by this Assignment shall be held in trust by the Assignee and shall remain appurtenant to the lands described herein for the use and benefit of the property described herein. In the event the Assignee shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor ~~or~~ the Assignor's successor in interest.

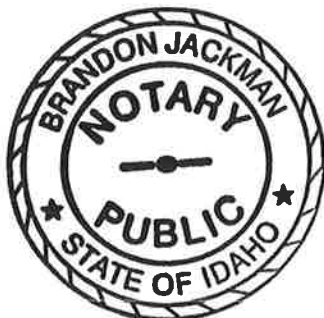
IN WITNESS WHEREOF the parties have executed this Assignment at Blackfoot, Idaho on the date and year ~~first~~ above written.



ASSIGNOR

BLACKFOOT
YOUNIE DITCH COMPANY
by 
ASSIGNEE

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this 13th day of April, 2005.




Notary Public for State of Idaho
Residing at Blackfoot, Idaho
Comm. Expires: 10/18/2008

ASSIGNMENT

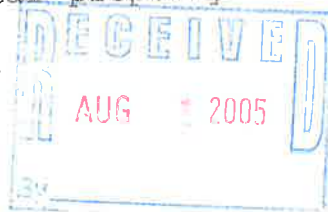
ASSIGNMENT made this 1 day of April, 2005, by E. L. L. L. L. L. of 357 Ruby St (address), of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to **BLACKFOOT** YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims, liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following described real property, to-wit: cert # 208

east half of Lots 13, 14, 15 and 16 in
Block 11 of Kennedy Park Addition to the
City of Blackfoot, Bingham County according
to the recorded plat thereon.

The above Assignment is made by Assignor to Assignee in exchange for and as collateral and security for 1 (number) shares in the said Younie Ditch Company. **BLACKFOOT**

The intent of this instrument is to transfer to the Assignee the water and water rights appurtenant to and being conveyed to the real property described herein to be used as irrigation water.



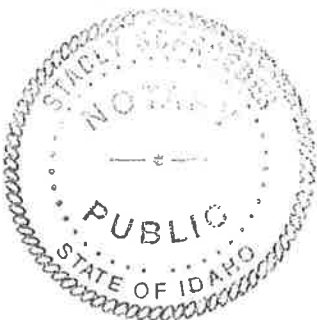
The Assignee has the full power in its absolute discretion to co-mingle said waters in the **BLACKFOOT** Younie Ditch and rotate the waters among the **BLACKFOOT** Younie Ditch Assignors in order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like manner. The water and water rights conveyed by this Assignment shall be held in trust by the Assignee and shall remain appurtenant to the lands described herein for the use and benefit of the property described herein. In the event the Assignee shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor or the Assignor's successor in interest.

IN WITNESS WHEREOF the parties have executed this Assignment at Blackfoot, Idaho on the date and year ~~1975~~ above written.

Elena F. Feller
ASSIGNOR

BLACKFOOT
YOUNIE DITCH COMPANY
BY George P. Feller
ASSIGNEE

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this 4th day of April 2005.



George P. Feller
Notary Public for State of Idaho
Residing at Key Bank Idaho
Comm. Expires: 12-07-09

ASSIGNMENT

ASSIGNMENT made this 6th day of May, 2005, by Max Christensen of 850 Mc Adoo, of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to BLACKFOOT YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims, liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following described real property, to wit:

Certificate No. 206 Owner Max Christensen No. Of Share 6
Legal description: The East 320 ft of Lot 46 of L.E. Young Plat, according to the recorded plat thereof, recorded in Book 3 of Plats, Page 63 records of Bingham County, Idaho.

The above Assignment is made by Assignor to Assignee in exchange for and as collateral and security for 6 (number) shares in the said Blackfoot Younie Ditch Company.

The intent of this instrument is to transfer to the Assignee the water and water rights appurtenant to the real property described herein to be used as irrigation water. It is understood that this assignment is not intended to separate the water, water rights or ditch rights from the land to which said rights are appurtenant.

The Assignee has the full power in its absolute discretion to co-mingle said water in the Blackfoot Younie Ditch and rotate the waters among the Blackfoot Younie Ditch Assignors in order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like manner. The water and water rights conveyed by this Assignment shall be held in trust by the Assignee and shall remain appurtenant to the lands described herein. In the event the Assignee shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor or the Assignor's successor in interest.



BLACKFOOT YOUNIE DITCH COMPANY

By: Ann Hobbs, Sec.
ASSIGNEE

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this
25th day of April, 2005.



Page 2 of 2

ASSIGNMENT

ASSIGNMENT made this 7 day of July, 2005, by Verita Ben Longoria
Angela Cervantes, of _____,
of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to
BLACKFOOT YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of
Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims,
liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and
equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following
described real property, to wit:

Certificate No. 226 Owner Angela Cervantes & Verita Longoria No. Of Share 1
Legal description: T3S R35E SEC 04 Blkft Yancey
Blk 1 Lot 14
886 Wandell St. Blkft. Id. 83721

The above Assignment is made by Assignor to Assignee in exchange for and as collateral
and security for 1 (number) shares in the said Blackfoot Younie Ditch Company.

The intent of this instrument is to transfer to the Assignee the water and water rights
appurtenant to the real property described herein to be used as irrigation water. It is understood
that this assignment is not intended to separate the water, water rights or ditch rights from the
land to which said rights are appurtenant.

The Assignee has the full power in its absolute discretion to co-mingle said water in the
Blackfoot Younie Ditch and rotate the waters among the Blackfoot Younie Ditch Assignors in
order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like
manner. The water and water rights conveyed by this Assignment shall be held in trust by the
Assignee and shall remain appurtenant to the lands described herein. In the event the Assignee
shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor
or the Assignor's successor in interest.



ASSIGNMENT

ASSIGNMENT made this 30 day of March, 2005, by Pedro Pelago of 775 River Ln RE, POB 134 (address), of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to **BLACKFOOT** YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims, liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following described real property, to-wit: CERT # 221

Parcel I Lot 4 of Pixton Estates
Parcel II Lot 54 of the L.E. Younie
Plat with exceptions as noted

The above Assignment is made by Assignor to Assignee in exchange for and as collateral and security for 4 (number) shares in the said **BLACKFOOT** Younie Ditch Company.

The intent of this instrument is to transfer to the Assignee the water and water rights appurtenant to and being conveyed to the real property described herein to be used as irrigation water.



The Assignee has the full power in its absolute discretion to co-mingle said waters in the **BLACKFOOT** Younie Ditch and rotate the waters among the **BLACKFOOT** Younie Ditch Assignors in order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like manner. The water and water rights conveyed by this Assignment shall be held in trust by the Assignee and shall remain appurtenant to the lands described herein for the use and benefit of the property described herein. In the event the Assignee shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor or the Assignor's successor in interest.

IN WITNESS WHEREOF the parties have executed this Assignment at Blackfoot, Idaho on the date and year first above written.

Pedro R. Laro
ASSIGNOR

BLACKFOOT
YOUNIE DITCH COMPANY

by Jerry D. Hall
ASSIGNEE

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this 30 day of March, 2005.



Ryan Kellista
Notary Public for State of Idaho
Residing at _____, Idaho
Comm. Expires: 05/10/2015

ASSIGNMENT

ASSIGNMENT made this 30 day of APRIL, 2005, by William M. Scott, of _____, of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to BLACKFOOT YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims, liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following described real property, to wit:

Certificate No. 159 209 Owner William J. Scott No. Of Share 5 Lots
Legal description: lots 13-14-15 Block 4 KENNEDY
PARK Addition City of B.Ft. - Lots 4+5
BLK 11 BLFT KENNEDY PARK

The above Assignment is made by Assignor to Assignee in exchange for and as collateral and security for 5/1079 (number) shares in the said Blackfoot Younie Ditch Company.

The intent of this instrument is to transfer to the Assignee the water and water rights appurtenant to the real property described herein to be used as irrigation water. It is understood that this assignment is not intended to separate the water, water rights or ditch rights from the land to which said rights are appurtenant.

The Assignee has the full power in its absolute discretion to co-mingle said water in the Blackfoot Younie Ditch and rotate the waters among the Blackfoot Younie Ditch Assignors in order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like manner. The water and water rights conveyed by this Assignment shall be held in trust by the Assignee and shall remain appurtenant to the lands described herein. In the event the Assignee shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor or the Assignor's successor in interest.



ASSIGNMENT

ASSIGNMENT made this 27th day of July, 2005, by John Driscoll, of _____, of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to BLACKFOOT YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

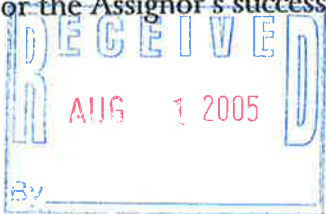
Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims, liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following described real property, to wit:

Certificate No. 174 Owner John W. Driscoll No. Of Share 3 Lot.
Legal description: T3S R35E SEC 03
BLK 11 KENNEDY PARK BLK 12
LOTS 56, 7

The above Assignment is made by Assignor to Assignee in exchange for and as collateral and security for 3 Lot (number) shares in the said Blackfoot Younie Ditch Company.

The intent of this instrument is to transfer to the Assignee the water and water rights appurtenant to the real property described herein to be used as irrigation water. It is understood that this assignment is not intended to separate the water, water rights or ditch rights from the land to which said rights are appurtenant.

The Assignee has the full power in its absolute discretion to co-mingle said water in the Blackfoot Younie Ditch and rotate the waters among the Blackfoot Younie Ditch Assignors in order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like manner. The water and water rights conveyed by this Assignment shall be held in trust by the Assignee and shall remain appurtenant to the lands described herein. In the event the Assignee shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor or the Assignor's successor in interest.



ASSIGNMENT

ASSIGNMENT made this 2 day of April,
2005, by John Henningson
of 904 Wambel (address), of the City
of Blackfoot, County of Bingham, State of Idaho, herein
referred to as Assignor to **BLACKFOOT** YOUNIE DITCH COMPANY, an Idaho
non-profit corporation, City of Blackfoot, County of
Bingham, State of Idaho, herein referred to as Assignee.

Assignor hereby transfers, assigns, and sets over to
Assignee, free and clear of all claims, liens or other
encumbrances whatsoever, all of Assignor's right, title and
interest, legal and equitable, in trust nevertheless, in
and to the water and water rights appurtenant to the
following described real property, to-wit: cert # 230

904 Wambel

The above Assignment is made by Assignor to Assignee
in exchange for and as collateral and security for
_____ (number) shares in the said Younie Ditch Company.
BLACKFOOT

The intent of this instrument is to transfer to the
Assignee the water and water rights appurtenant to and
being conveyed to the real property described herein to be
used as irrigation water.



The Assignee has the full power in its absolute discretion to co-mingle said waters in the **BLACKFOOT** Younie Ditch and rotate the waters among the **BLACKFOOT** Younie Ditch Assignors in order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like manner. The water and water rights conveyed by this Assignment shall be held in trust by the Assignee and shall remain appurtenant to the lands described herein for the use and benefit of the property described herein. In the event the Assignee shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor or the Assignor's successor in interest.

IN WITNESS WHEREOF the parties have executed this Assignment at Blackfoot, Idaho on the date and year first above written.



ASSIGNOR

BLACKFOOT
YOUNIE DITCH COMPANY

By  Pres.
ASSIGNEE

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this 25th day of July, 2005.




Notary Public for State of Idaho
Residing at Blackfoot, Idaho
Comm. Expires: 12-17-2010

ASSIGNMENT

ASSIGNMENT made this 12 day of April, 2005, by Wesley & Cathleen McGill of 585 Riverton Rd (address), of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to **BLACKFOOT** YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims, liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following described real property, to-wit:

Section 4, Township 3 south, Range 35 E B M
Assessors Parcel # RP 12994.00

The above Assignment is made by Assignor to Assignee in exchange for and as collateral and security for 1/3 (number) shares in the said **BLACKFOOT** Younie Ditch Company.

The intent of this instrument is to transfer to the Assignee the water and water rights appurtenant to and being conveyed to the real property described herein to be used as irrigation water.



The Assignee has the full power in its absolute discretion to co-mingle said waters in the ~~Younie~~ **BLACKFOOT** Ditch and rotate the waters among the ~~Younie~~ **BLACKFOOT** Ditch Assignors in order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like manner. The water and water rights conveyed by this Assignment shall be held in trust by the Assignee and shall remain appurtenant to the lands described herein for the use and benefit of the property described herein. In the event the Assignee shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor or the Assignor's successor in interest.

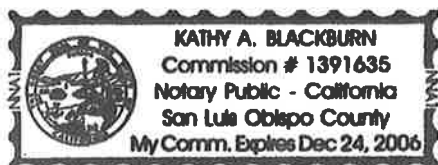
IN WITNESS WHEREOF the parties have executed this Assignment at Blackfoot, Idaho on the date and year first above written.

Walter E. May Jr.
John H. Hill
ASSIGNOR

BLACKFOOT YOUNIE DITCH COMPANY

by *George P. Holbe*
ASSIGNEE

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this 12 day of April, 2005.



Notary Public for State of Idaho *KAB California*
Residing at Pase Robles, Idaho *KAB California*
Comm. Expires: 12/24/06

ASSIGNMENT

ASSIGNMENT made this 26 day of March, 2005, by Rod Hughes
910 MEAD, of 910 MEAD

of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to
BLACKFOOT YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of
Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

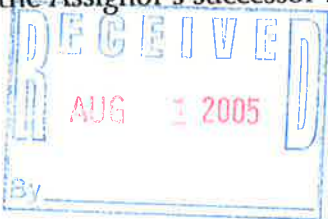
Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims,
liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and
equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following
described real property, to wit:

Certificate No. 214 Owner Rodney Dee Hughes No. Of Share 4 1/3
Legal description: The West 33.8 feet of Lot #46 and The East
66.2 feet of Lot #47 of L.E. Younie Plat Bingham
County, Idaho According To The Recorded Plat Thereof

The above Assignment is made by Assignor to Assignee in exchange for and as collateral
and security for 4 1/3 (number) shares in the said Blackfoot Younie Ditch Company.

The intent of this instrument is to transfer to the Assignee the water and water rights
appurtenant to the real property described herein to be used as irrigation water. It is understood
that this assignment is not intended to separate the water, water rights or ditch rights from the
land to which said rights are appurtenant.

The Assignee has the full power in its absolute discretion to co-mingle said water in the
Blackfoot Younie Ditch and rotate the waters among the Blackfoot Younie Ditch Assignors in
order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like
manner. The water and water rights conveyed by this Assignment shall be held in trust by the
Assignee and shall remain appurtenant to the lands described herein. In the event the Assignee
shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor
or the Assignor's successor in interest.



IN WITNESS WHEREOF the parties have executed this Assignment at Blackfoot, Idaho
on the date and year first above written.

BLACKFOOT YOUNIE DITCH COMPANY

Rodney Dee Hughes 3-26-05

ASSIGNOR

Jerry D. Holt Pres.

By: Ann Holtz Sec.
ASSIGNEE

STATE OF IDAHO)

ss:

County of Bingham)

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this
25th day of July, 2005.



Donna Cronquist
Notary Public for Idaho
Residing at Blackfoot, Idaho
My Commission Expires: 12-17-2010

ASSIGNMENT

ASSIGNMENT made this 12 day of April, 2005, by Terrese
Hanson Beck, of 780 Mc Adoo,
of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to
BLACKFOOT YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of
Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims,
liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and
equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following
described real property, to wit:

Certificate No. 213 Owner Terese Beck No. Of Share 1 1/2 lot
Legal description: _____

The above Assignment is made by Assignor to Assignee in exchange for and as collateral
and security for 1 1/2^{lot} (number) shares in the said Blackfoot Younie Ditch Company.

The intent of this instrument is to transfer to the Assignee the water and water rights
appurtenant to the real property described herein to be used as irrigation water. It is understood
that this assignment is not intended to separate the water, water rights or ditch rights from the
land to which said rights are appurtenant.

The Assignee has the full power in its absolute discretion to co-mingle said water in the
Blackfoot Younie Ditch and rotate the waters among the Blackfoot Younie Ditch Assignors in
order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like
manner. The water and water rights conveyed by this Assignment shall be held in trust by the
Assignee and shall remain appurtenant to the lands described herein. In the event the Assignee
shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor
or the Assignor's successor in interest.



IN WITNESS WHEREOF the parties have executed this Assignment at Blackfoot, Idaho
on the date and year first above written.

BLACKFOOT YOUNIE DITCH COMPANY

Theresa Hansen

ASSIGNOR

Ferry & Felle, Inc.

By: *Ann Hable, Sec.*
ASSIGNEE

STATE OF IDAHO)

ss:

County of Bingham)

25th day of July, 2005. SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this



Donna Cronquist
Notary Public for Idaho
Residing at *Blackfoot, Idaho*
My Commission Expires: *12-17-2010*

ASSIGNMENT

ASSIGNMENT made this 11th day of April, 2005, by CLAY Ockerman of 939 So. Meridian (address), of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to **BLACKFOOT** YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

cert 200

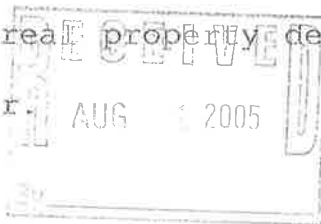
1/3
HAR 25

Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims, liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following described real property, to-wit:

Lots 9-13 and the SO. 5 Ft. of lot 14
in Block 5 of Kennedy Park addition
to The City of Blackfoot, being that
a portion of Sec. 3 Township 3 SO Range
35 EAST

The above Assignment is made by Assignor to Assignee in exchange for and as collateral and security for _____ (number) shares in the said **BLACKFOOT** YOUNIE Ditch Company.

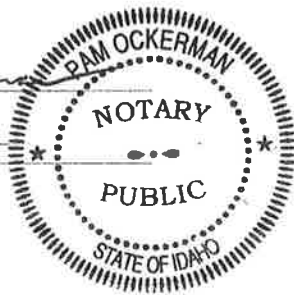
The intent of this instrument is to transfer to the Assignee the water and water rights appurtenant to and being conveyed to the real property described herein to be used as irrigation water.



The Assignee has the full power in its absolute discretion to co-mingle said waters in the **BLACKFOOT** Younie Ditch and rotate the waters among the **BLACKFOOT** Younie Ditch Assignors in order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like manner. The water and water rights conveyed by this Assignment shall be held in trust by the Assignee and shall remain appurtenant to the lands described herein for the use and benefit of the property described herein. In the event the Assignee shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor or the Assignor's successor in interest.

IN WITNESS WHEREOF the parties have executed this Assignment at Blackfoot, Idaho on the date and year first above written.

Gay Ockerman
Pam Ockerman
ASSIGNOR



BLACKFOOT
YOUNIE DITCH COMPANY
by *Jerry D. Hobbs*
ASSIGNEE

SUBSCRIBED AND SWORN TO before me the undersigned Notary Public, on this 11 day of April, 2005.

Pam Ockerman
Notary Public for State of Idaho
Residing at *Latah*, Idaho
Comm. Expires: *5-16-06*

ASSIGNMENT

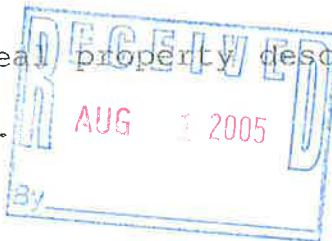
ASSIGNMENT made this 5th day of April, 2005, by Violet A Hill of 725 W. Riverston Rd. (address), of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to **BLACKFOOT** YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims, liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following described real property, to-wit: CERT # 220

A portion of Lot 54 of the Laura E Younie Plat and a portion of Lot 4 of Pixton Estates to Blackfoot, County of Bingham, State of Idaho according to the recorded plat thereof, described as, beginning at the SE corner of said Lot 54 and
(over)

The above Assignment is made by Assignor to Assignee in exchange for and as collateral and security for 1 (number) shares in the said **BLACKFOOT** Younie Ditch Company.

The intent of this instrument is to transfer to the Assignee the water and water rights appurtenant to and being conveyed to the real property described herein to be used as irrigation water.



The Assignee has the full power in its absolute discretion to co-mingle said waters in the **BLACKFOOT** Younie Ditch and rotate the waters among the **BLACKFOOT** Younie Ditch Assignors in order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like manner. The water and water rights conveyed by this Assignment shall be held in trust by the Assignee and shall remain appurtenant to the lands described herein for the use and benefit of the property described herein. In the event the Assignee shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor or the Assignor's successor in interest.

IN WITNESS WHEREOF the parties have executed this Assignment at Blackfoot, Idaho on the date and year first above written.

Viola A. Hill
ASSIGNOR

BLACKFOOT
YOUNIE DITCH COMPANY

by Ann Hobbs Sec.
ASSIGNEE

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this 5 day of APRIL, 2005.



Sharon B. [Signature]
Notary Public for State of Idaho
Residing at Blackfoot, Idaho
Comm. Expires: 6-16-09

ASSIGNMENT

ASSIGNMENT made this 6th day of April, 2005, by Robert Allen Southward of 251 Rice St. (address), of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to **BLACKFOOT** YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims, liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following described real property, to-wit: Cert # 178

251 Rice Street, Blackfoot Idaho 83221
T3S R35E SEC 03
BLKFT KENNEDY PARK BLK 5
LOTS 4 TO 8

The above Assignment is made by Assignor to Assignee in exchange for and as collateral and security for 5 (number) shares in the said **BLACKFOOT** Younie Ditch Company.

The intent of this instrument is to transfer to the Assignee the water and water rights appurtenant to and being conveyed to the real property described herein to be used as irrigation water.

The Assignee has the full power in its absolute-
discretion to co-mingle said waters in the **BLACKFOOT** Younie Ditch and
rotate the waters among the **BLACKFOOT** Younie Ditch Assignors in order
that each Assignor can irrigate the Assignor's property in
a reasonable and husband-like manner. The water and water
rights conveyed by this Assignment shall be held in trust
by the Assignee and shall remain appurtenant to the lands
described herein for the use and benefit of the property
described herein. In the event the Assignee shall cease to
exist the said water and water rights conveyed herein shall
revert to the Assignor or the Assignor's successor in
interest.

IN WITNESS WHEREOF the parties have executed this
Assignment at Blackfoot, Idaho on the date and year first
above written.

Roberta Alice Southward

ASSIGNOR

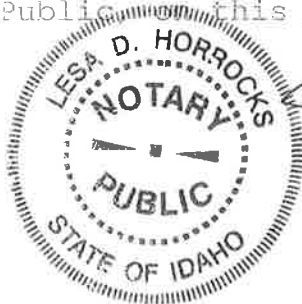
BLACKFOOT

YOUNIE DITCH COMPANY

by *George L. Folbe*

ASSIGNEE

SUBSCRIBED AND SWORN TO before me, the undersigned Notary
Public, on this 12th day of April, 2005.



Leslie Horrocks
Notary Public for State of Idaho
Residing at Locatello, Idaho
Comm. Expires: 9/16/2005

ASSIGNMENT

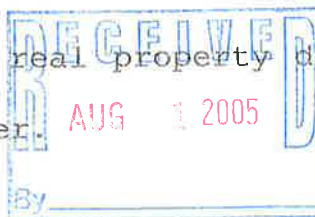
ASSIGNMENT made this 11 day of April, 2005, by Scott + Sherri Burkhman of 560 S. Meridian St. (address), of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to **BLACKFOOT** YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims, liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following described real property, to-wit: CERT # 204

Block 2 Lot 1 + E2 of Lot 2

The above Assignment is made by Assignor to Assignee in exchange for and as collateral and security for 2 (number) shares in the said **BLACKFOOT** Younie Ditch Company.

The intent of this instrument is to transfer to the Assignee the water and water rights appurtenant to and being conveyed to the real property described herein to be used as irrigation water.



The Assignee has the full power ~~in~~ its absolute discretion to co-mingle said waters in the **BLACKFOOT** Younie Ditch and rotate the waters among the **BLACKFOOT** Younie Ditch Assignors in order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like manner. The water and water rights conveyed by this Assignment shall be held in trust by the Assignee and shall remain appurtenant to the lands described herein for the use and benefit of the property described herein. In the event the Assignee shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor or the Assignor's successor in interest.

IN WITNESS WHEREOF the parties have executed this Assignment at Blackfoot, Idaho on the date and year first above written.

Ken S Budman
Scott A Budman
ASSIGNOR

BLACKFOOT
YOUNIE DITCH COMPANY

by *Jerry L Holbe*
ASSIGNEE

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this 11 day of April, 2005.



Mary Lou Thurston
Notary Public for State of Idaho
Residing at Springfield, Idaho
Comm. Expires: 10/21/10

ASSIGNMENT

ASSIGNMENT made this 11 day of APRIL, 2005, by DONA JEAN BISHOFF of 505 RIVERTON RD. (address), of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to **BLACKFOOT** YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

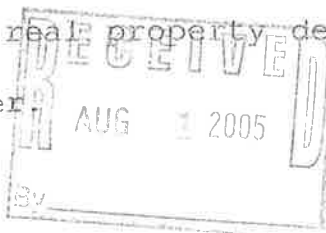
Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims, liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following described real property, to-wit: CERT # 182

T3S R35E SEC 04

BLKFT T-3340

The above Assignment is made by Assignor to Assignee in exchange for and as collateral and security for 1/2 (number) shares in the said **BLACKFOOT** Younie Ditch Company.

The intent of this instrument is to transfer to the Assignee the water and water rights appurtenant to and being conveyed to the real property described herein to be used as irrigation water.



The Assignee has the full power in its absolute discretion to co-mingle said waters in the **BLACKFOOT** Younie Ditch and rotate the waters among the **BLACKFOOT** Younie Ditch Assignors in order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like manner. The water and water rights conveyed by this Assignment shall be held in trust by the Assignee and shall remain appurtenant to the lands described herein for the use and benefit of the property described herein. In the event the Assignee shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor or the Assignor's successor in interest.

IN WITNESS WHEREOF the parties have executed this Assignment at Blackfoot, Idaho on the date and year first above written.

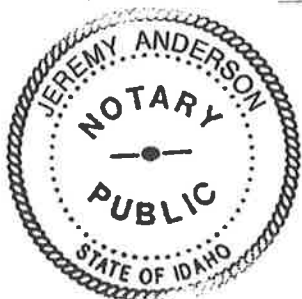
Younie Ditch Co.

ASSIGNOR

BLACKFOOT
YOUNIE DITCH COMPANY

by Donald J. Luchoff
ASSIGNEE
Jimmy L. Holtz

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this 11th day of April, 2005.



Jimmy L. Holtz
Notary Public for State of Idaho
Residing at Blackfoot, Idaho
Comm. Expires: 10/18/2010

ASSIGNMENT

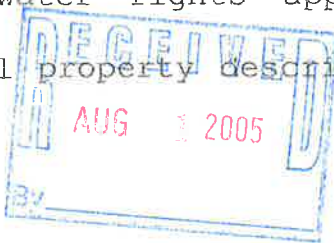
ASSIGNMENT made this 29 day of MARCH, 2005, by BEVERLY TRUMAN of 320 RICE STREET (address), of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to **BLACKFOOT** YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims, liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following described real property, to-wit: CERT # 183

LOTS 22, 23 and 24 IN BLOCK 10
OF KENNEDY PARK ADDITION

The above Assignment is made by Assignor to Assignee in exchange for and as collateral and security for 3/7 (number) shares in the said **BLACKFOOT** Younie Ditch Company.

The intent of this instrument is to transfer to the Assignee the water and water rights appurtenant to and being conveyed to the real property described herein to be used as irrigation water.



The Assignee has the full power in its absolute discretion to co-mingle said waters in the **BLACKFOOT** Younie Ditch and rotate the waters among the **BLACKFOOT** Younie Ditch Assignors in order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like manner. The water and water rights conveyed by this Assignment shall be held in trust by the Assignee and shall remain appurtenant to the lands described herein for the use and benefit of the property described herein. In the event the Assignee shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor or the Assignor's successor in interest.

IN WITNESS WHEREOF the parties have executed this Assignment at Blackfoot, Idaho on the date and year first above written.

Beverly Truman

ASSIGNOR

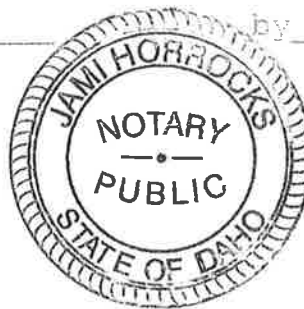
BLACKFOOT

YOUNIE DITCH COMPANY

by Beverly Truman

ASSIGNEE

Ann Hobbs See,



SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this 1st day of April, 2005.

[Signature]
Notary Public for State of Idaho
Residing at Blackfoot, Idaho
Comm. Expires: 10-22-2010

ASSIGNMENT

ASSIGNMENT made this 4 day of April, 2005, by Chuck & Billie Wisdom of 475 Riverton Rd, Blackfoot Idaho (address), of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor, to **BLACKFOOT** YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims, liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following described real property, to-wit: cert. # 185

T3S R35E Sec 04

BLKFT T-3265

The above Assignment is made by Assignor to Assignee in exchange for and as collateral and security for 3 (number) shares in the said **BLACKFOOT** Younie Ditch Company.

The intent of this instrument is to transfer to the Assignee the water and water rights appurtenant to and being conveyed to the real property described herein to be used as irrigation water.



The Assignee has the full power in its absolute discretion to co-mingle said waters in the **BLACKFOOT** Younie Ditch and rotate the waters among the **BLACKFOOT** Younie Ditch Assignors in order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like manner. The water and water rights conveyed by this Assignment shall be held in trust by the Assignee and shall remain appurtenant to the lands described herein for the use and benefit of the property described herein. In the event the Assignee shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor or the Assignor's successor in interest.

IN WITNESS WHEREOF the parties have executed this Assignment at Blackfoot, Idaho on the date and year first above written.

Chuck Wisdom
Billie Wisdom
ASSIGNOR

BLACKFOOT
YOUNIE DITCH COMPANY
by Fergus L. Holte
ASSIGNEE

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this 4th day of April, 2005.



Merrilee Noel Jorgensen
Notary Public for State of Idaho
Residing at Blackfoot, Idaho
Comm. Expires: 10-23-06

ASSIGNMENT

ASSIGNMENT made this 3 day of June, 2005, by Steven Huffman for Tom Huffman, of 1000 Moorcroft BLFT, of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to BLACKFOOT YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims, liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following described real property, to wit:

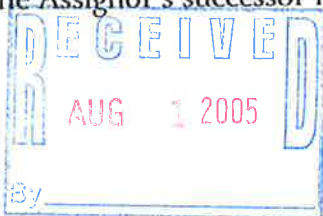
Certificate No. 187 Owner Tammy Huffman Trust No. Of Share 2

Legal description: T35 R35E SEC. 04
BLKFT LE YOUNIE LOTS 47, 48 W288'2" OF
LOT 47*LS T-11755 E 106' OF 48 LESS T-6105

The above Assignment is made by Assignor to Assignee in exchange for and as collateral and security for 2 (number) shares in the said Blackfoot Younie Ditch Company.

The intent of this instrument is to transfer to the Assignee the water and water rights appurtenant to the real property described herein to be used as irrigation water. It is understood that this assignment is not intended to separate the water, water rights or ditch rights from the land to which said rights are appurtenant.

The Assignee has the full power in its absolute discretion to co-mingle said water in the Blackfoot Younie Ditch and rotate the waters among the Blackfoot Younie Ditch Assignors in order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like manner. The water and water rights conveyed by this Assignment shall be held in trust by the Assignee and shall remain appurtenant to the lands described herein. In the event the Assignee shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor or the Assignor's successor in interest.



IN WITNESS WHEREOF the parties have executed this Assignment at Blackfoot, Idaho
on the date and year first above written.

BLACKFOOT YOUNIE DITCH COMPANY

Steven A. Huffman Trustee
for Tommy Huffman Trust
ASSIGNOR

George D. Hobbs Pres.
By: Ann Hobbs Sec.
ASSIGNEE

STATE OF IDAHO)
SS:
County of Bingham)

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this
25th day of July, 2005.



Donna Cronquist
Notary Public for Idaho
Residing at Blackfoot, Idaho
My Commission Expires: 12-17-2010

ASSIGNMENT

ASSIGNMENT made this 18 day of APR,
2005, by ALLEN BEACH
of 1086 S. Meridian (address), of the City
of Blackfoot, County of Bingham, State of Idaho, herein
referred to as Assignor to **BLACKFOOT** YOUNIE DITCH COMPANY, an Idaho
non-profit corporation, City of Blackfoot, County of
Bingham, State of Idaho, herein referred to as Assignee.

Assignor hereby transfers, assigns, and sets over to
Assignee, free and clear of all claims, liens or other
encumbrances whatsoever, all of Assignor's right, title and
interest, legal and equitable, in trust nevertheless, in
and to the water and water rights appurtenant to the
following described real property, to-wit: CERT # 155

T3S R35E Sec 04 Meridian 21,

The above Assignment is made by Assignor to Assignee
in exchange for and as collateral and security for
1/2 (number) shares in the said **BLACKFOOT** YOUNIE Ditch Company.

The intent of this instrument is to transfer to the
Assignee the water and water rights appurtenant to and
being conveyed to the real property described herein to be
used as irrigation water.



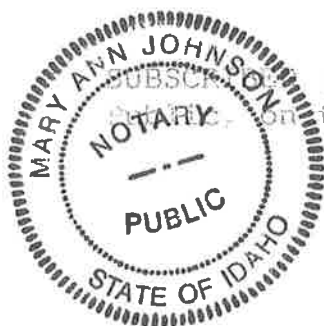
The Assignee has the full power in its absolute-
discretion to co-mingle said waters in the **BLACKFOOT** ~~Younie~~ Ditch and
rotate the waters among the **BLACKFOOT** ~~Younie~~ Ditch Assignors in order
that each Assignor can irrigate the Assignor's property in
a reasonable and husband-like manner. The water and water
rights conveyed by this Assignment shall be held in trust
by the Assignee and shall remain appurtenant to the lands
described herein for the use and benefit of the property
described herein. In the event the Assignee shall cease to
exist the said water and water rights conveyed herein shall
revert to the Assignor or the Assignor's successor in
interest.

IN WITNESS WHEREOF the parties have executed this
Assignment at Blackfoot, Idaho on the date and year first
above written.

Allen Z. Bench

ASSIGNOR

BLACKFOOT
YOUNIE DITCH COMPANY
by Jerry L. Hobbs
ASSIGNEE



AND SWORN TO before me, the undersigned Notary
on this 18 day of April, 2005.

Mary Ann Johnson
Notary Public for State of Idaho
Residing at Blackfoot, Idaho
Comm. Expires: 08/12/06

ASSIGNMENT

ASSIGNMENT made this 8 day of July, 2005, by Whitney D. and J. Donna Johnson, of 381 Rice Street, of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to BLACKFOOT YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

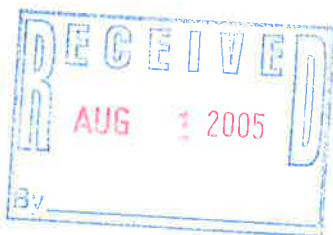
Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims, liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following described real property, to wit:

Certificate No. 169 Owner Whitney Johnson No. Of Share 2/7
Legal description: Lots 8 and 9 Block 11 Kennedy
Gark Addition to City of Blackfoot, Bingham
County, Idaho according to the recorded Plat thereof

The above Assignment is made by Assignor to Assignee in exchange for and as collateral and security for 2/7 (number) shares in the said Blackfoot Younie Ditch Company.

The intent of this instrument is to transfer to the Assignee the water and water rights appurtenant to the real property described herein to be used as irrigation water. It is understood that this assignment is not intended to separate the water, water rights or ditch rights from the land to which said rights are appurtenant.

The Assignee has the full power in its absolute discretion to co-mingle said water in the Blackfoot Younie Ditch and rotate the waters among the Blackfoot Younie Ditch Assignors in order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like manner. The water and water rights conveyed by this Assignment shall be held in trust by the Assignee and shall remain appurtenant to the lands described herein. In the event the Assignee shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor or the Assignor's successor in interest.



ASSIGNMENT

ASSIGNMENT made this 25 day of July, 2005, by Cyndi + Gary Cover, of 960 Wandell St., of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to BLACKFOOT YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims, liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following described real property, to wit:

Certificate No. 170 Owner Gary + Cyndi Cover No. Of Share 2
Legal description: T3S R35E Sec 04
Blackfoot Yancey Blk 1
T-4827, T4828* Lot 8 LS 15'

The above Assignment is made by Assignor to Assignee in exchange for and as collateral and security for 2 (number) shares in the said Blackfoot Younie Ditch Company.

The intent of this instrument is to transfer to the Assignee the water and water rights appurtenant to the real property described herein to be used as irrigation water. It is understood that this assignment is not intended to separate the water, water rights or ditch rights from the land to which said rights are appurtenant.

The Assignee has the full power in its absolute discretion to co-mingle said water in the Blackfoot Younie Ditch and rotate the waters among the Blackfoot Younie Ditch Assignors in order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like manner. The water and water rights conveyed by this Assignment shall be held in trust by the Assignee and shall remain appurtenant to the lands described herein. In the event the Assignee shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor or the Assignor's successor in interest.



BLACKFOOT YOUNIE DITCH COMPANY

Harry E Cover
Gerald Cover
ASSIGNOR

By: Gunn Hobbs Sec.
ASSIGNEE

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this
25th day of July, 2005.



Donna Cronquist
Notary Public for Idaho
Residing at Blackfoot, Idaho
My Commission Expires: 12-17-2010

ASSIGNMENT

ASSIGNMENT made this 15th day of April, 2005, by Roberto Davalos & Rosa Davalos of 855 Riverton Rd Blackfoot (address), of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to **BLACKFOOT** YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

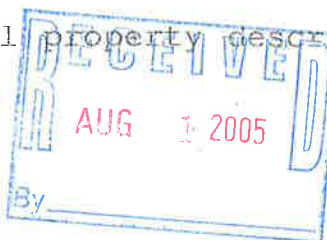
Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims, liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following described real property, to-wit:

CERT # 222

No. line of Riverton Rd. So. 89° 10' W. along the Section line 1397.5 ft. & No. 30 ft. from the Southeast corner of Section 4 Township 3 So, Range 35 E, Boise Meridian, & running thence No. 155 ft. Riverton Road.

The above Assignment is made by Assignor to Assignee in exchange for and as collateral and security for 5 (number) shares in the said **BLACKFOOT** Younie Ditch Company.

The intent of this instrument is to transfer to the Assignee the water and water rights appurtenant to and being conveyed to the real property described herein to be used as irrigation water.



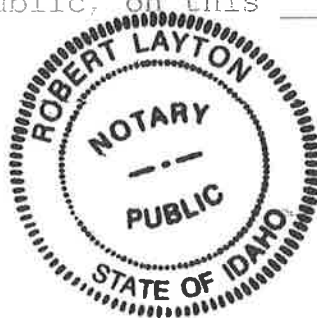
The Assignee has the full power in its absolute discretion to co-mingle said waters in the **BLACKFOOT** Younie Ditch and rotate the waters among the **BLACKFOOT** Younie Ditch Assignors in order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like manner. The water and water rights conveyed by this Assignment shall be held in trust by the Assignee and shall remain appurtenant to the lands described herein for the use and benefit of the property described herein. In the event the Assignee shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor or the Assignor's successor in interest.

IN WITNESS WHEREOF the parties have executed this Assignment at Blackfoot, Idaho on the date and year first above written.

Robert Debalan
[Signature]
ASSIGNOR

BLACKFOOT
YOUNIE DITCH COMPANY
by [Signature]
ASSIGNEE

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this 15th day of April, 2005.



[Signature]
Notary Public for State of Idaho
Residing at Blackfoot, Idaho
Comm. Expires: 3-15-10

ASSIGNMENT

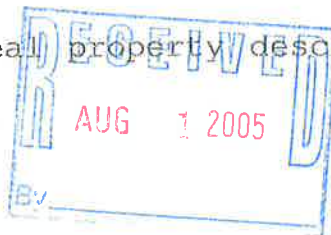
ASSIGNMENT made this 18th day of April,
2005, by Edgar J. Bamberry
of 1181 Packer Drive (address), of the City
of Blackfoot, County of Bingham, State of Idaho, herein
referred to as Assignor to **BLACKFOOT** YOUNIE DITCH COMPANY, an Idaho
non-profit corporation, City of Blackfoot, County of
Bingham, State of Idaho, herein referred to as Assignee.

Assignor hereby transfers, assigns, and sets over to
Assignee, free and clear of all claims, liens or other
encumbrances whatsoever, all of Assignor's right, title and
interest, legal and equitable, in trust nevertheless, in
and to the water and water rights appurtenant to the
following described real property, to-wit:

T3S R35E Sec 03 CERT #225
BLKET Kennedy Park BLK 4
LOTS 4 to 8

The above Assignment is made by Assignor to Assignee
in exchange for and as collateral and security for
5 (number) shares in the said **BLACKFOOT** Younie Ditch Company.

The intent of this instrument is to transfer to the
Assignee the water and water rights appurtenant to and
being conveyed to the real property described herein to be
used as irrigation water.



The Assignee has the full power in its absolute discretion to co-mingle said waters in the **BLACKFOOT** ~~Younie Ditch~~ and rotate the waters among the **BLACKFOOT** ~~Younie Ditch~~ Assignors in order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like manner. The water and water rights conveyed by this Assignment shall be held in trust by the Assignee and shall remain appurtenant to the lands described herein for the use and benefit of the property described herein. In the event the Assignee shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor or the Assignor's successor in interest.

IN WITNESS WHEREOF the parties have executed this Assignment at Blackfoot, Idaho on the date and year first above written.

Edgar J. Bamberg

ASSIGNOR

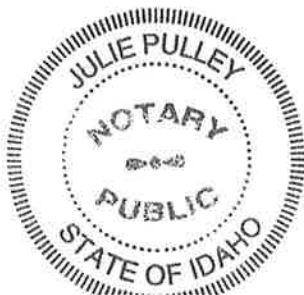
BLACKFOOT

YOUNIE DITCH COMPANY

by Jerry L. Hobbs

ASSIGNEE

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this 18th day of April, 2005.



Julie Pulley
Notary Public for State of Idaho
Residing at Blackfoot, Idaho
Comm. Expires: 3-17-2009

Bingham County

ASSIGNMENT

ASSIGNMENT made this 4/8/05 day of _____,
2005, by 624 MCWOO St
of Bernita K. Kelly (address), of the City
of Blackfoot, County of Bingham, State of Idaho, herein
referred to as Assignor to **BLACKFOOT** YOUNIE DITCH COMPANY, an Idaho
non-profit corporation, City of Blackfoot, County of
Bingham, State of Idaho, herein referred to as Assignee.

Assignor hereby transfers, assigns, and sets over to
Assignee, free and clear of all claims, liens or other
encumbrances whatsoever, all of Assignor's right, title and
interest, legal and equitable, in trust nevertheless, in
and to the water and water rights appurtenant to the
following described real property, to-wit: cert # 15

Lot 44 of 1 E Younie Plat Addition To The City of Blft
located Section 4, Township 3 South 35 E & T,
Boise Meridian, Bingham County, Idaho. Beginning at
Point on Nor. line of said Lot 44 said point being N. 0° 47' 58" E. 100'
over

The above Assignment is made by Assignor to Assignee
in exchange for and as collateral and security for

5 1/2 (number) shares in the said **BLACKFOOT** Younie Ditch Company.

The intent of this instrument is to transfer to the
Assignee the water and water rights appurtenant to and
being conveyed to the real property described herein to be
used as irrigation water.



The Assignee has the full power in its absolute discretion to co-mingle said waters in the **BLACKFOOT** ~~Younie~~ Ditch and rotate the waters among the **BLACKFOOT** ~~Younie~~ Ditch Assignors in order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like manner. The water and water rights conveyed by this Assignment shall be held in trust by the Assignee and shall remain appurtenant to the lands described herein for the use and benefit of the property described herein. In the event the Assignee shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor or the Assignor's successor in interest.

IN WITNESS WHEREOF the parties have executed this Assignment at Blackfoot, Idaho on the date and year first above written.

Bernita F. Gutz

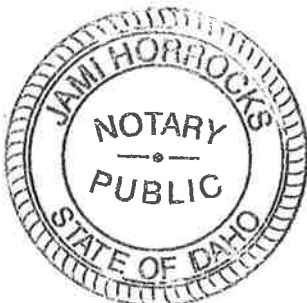
ASSIGNOR

BLACKFOOT
YOUNIE DITCH COMPANY

by Ann Hobbs

ASSIGNEE

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this 18th day of April, 2005.



[Signature]
Notary Public for State of Idaho
Residing at Brigham, Idaho
Comm. Expires: 02-11-2011

ASSIGNMENT

ASSIGNMENT made this 24 day of April, 2005, by GLORA HENRY & CALVIN LEAVITT, of 351 RICE ST, of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to BLACKFOOT YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

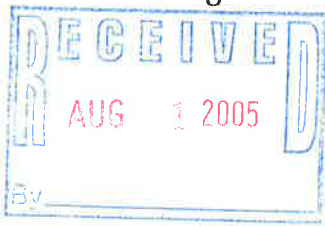
Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims, liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following described real property, to wit:

Certificate No. 122 Owner GLORA HENRY No. Of Share 1/7
Legal description: T35 R35E SEC 03
BLACKFOOT KENNEDY PARK BLK 11
LOTS 6 & 7

The above Assignment is made by Assignor to Assignee in exchange for and as collateral and security for 2 1/7 (number) shares in the said Blackfoot Younie Ditch Company.

The intent of this instrument is to transfer to the Assignee the water and water rights appurtenant to the real property described herein to be used as irrigation water. It is understood that this assignment is not intended to separate the water, water rights or ditch rights from the land to which said rights are appurtenant.

The Assignee has the full power in its absolute discretion to co-mingle said water in the Blackfoot Younie Ditch and rotate the waters among the Blackfoot Younie Ditch Assignors in order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like manner. The water and water rights conveyed by this Assignment shall be held in trust by the Assignee and shall remain appurtenant to the lands described herein. In the event the Assignee shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor or the Assignor's successor in interest.



IN WITNESS WHEREOF the parties have executed this Assignment at Blackfoot, Idaho
on the date and year first above written.

BLACKFOOT YOUNIE DITCH COMPANY

John Henry
Edmund Stewart
ASSIGNOR

By: *Greg L. Holbe* Pres.
ASSIGNEE

STATE OF IDAHO)
SS:
County of Bingham)

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this
27 day of April, 2005.



Marsha McBride
Notary Public for Idaho
Residing at *Blackfoot*
My Commission Expires: *5/26/2010*

ASSIGNMENT

ASSIGNMENT made this 12 day of April, 2005, by Robert Ferguson, of 565 Riverton Rd. of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to BLACKFOOT YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

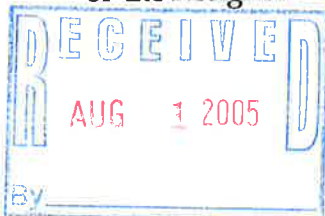
Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims, liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following described real property, to wit:

Certificate No. 228 Owner Robert Ferguson No. Of Share 3, 25
Legal description: A PORTION OF THE S.E. 1/4 OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 35 E. B.M. BINGHAM COUNTY IDHO DESCRIBED AS COMMENCING AT THE SE CORNER OF SAID SECTION 4, THENCE W. ALONG THE

The above Assignment is made by Assignor to Assignee in exchange for and as collateral and security for 3, 25 (number) shares in the said Blackfoot Younie Ditch Company.

The intent of this instrument is to transfer to the Assignee the water and water rights appurtenant to the real property described herein to be used as irrigation water. It is understood that this assignment is not intended to separate the water, water rights or ditch rights from the land to which said rights are appurtenant.

The Assignee has the full power in its absolute discretion to co-mingle said water in the Blackfoot Younie Ditch and rotate the waters among the Blackfoot Younie Ditch Assignors in order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like manner. The water and water rights conveyed by this Assignment shall be held in trust by the Assignee and shall remain appurtenant to the lands described herein. In the event the Assignee shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor or the Assignor's successor in interest.



IN WITNESS WHEREOF the parties have executed this Assignment at Blackfoot, Idaho
on the date and year first above written.

BLACKFOOT YOUNIE DITCH COMPANY

Robert Eugene

ASSIGNOR

Ann Hable Lee

By: Greg L. Hable Pres.
ASSIGNEE

STATE OF IDAHO)

ss:

County of Bingham)

25th SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this
day of July, 2005.



Donna Cronquist
Notary Public for Idaho
Residing at Blackfoot, Idaho
My Commission Expires: 12-17-2010

ASSIGNMENT

ASSIGNMENT made this 25 day of July, 2005, by L. Murray, of 1012 So. Mountain St., of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to BLACKFOOT YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

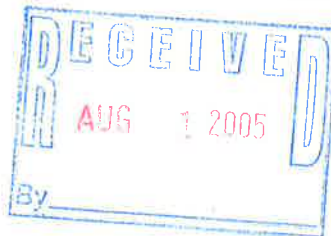
Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims, liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following described real property, to wit:

Certificate No. 224 Owner L. Murray No. Of Share 5 1/2
Legal description: T-3S R 35E Sec 04
T-13890; T-9386 Less T-11171

The above Assignment is made by Assignor to Assignee in exchange for and as collateral and security for 5 1/2 (number) shares in the said Blackfoot Younie Ditch Company.

The intent of this instrument is to transfer to the Assignee the water and water rights appurtenant to the real property described herein to be used as irrigation water. It is understood that this assignment is not intended to separate the water, water rights or ditch rights from the land to which said rights are appurtenant.

The Assignee has the full power in its absolute discretion to co-mingle said water in the Blackfoot Younie Ditch and rotate the waters among the Blackfoot Younie Ditch Assignors in order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like manner. The water and water rights conveyed by this Assignment shall be held in trust by the Assignee and shall remain appurtenant to the lands described herein. In the event the Assignee shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor or the Assignor's successor in interest.



IN WITNESS WHEREOF the parties have executed this Assignment at Blackfoot, Idaho
on the date and year first above written.

BLACKFOOT YOUNIE DITCH COMPANY



ASSIGNOR


By: _____

ASSIGNEE

STATE OF IDAHO)

ss:

County of Bingham)

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this
26th day of July, 2005.



Donna Cronquist
Notary Public for Idaho
Residing at Blackfoot, Idaho
My Commission Expires: 12-7-2010

ASSIGNMENT

ASSIGNMENT made this 12 day of April, 2005, by Robert Figueroa, of 521 Riverton Rd. of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to BLACKFOOT YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims, liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following described real property, to wit:

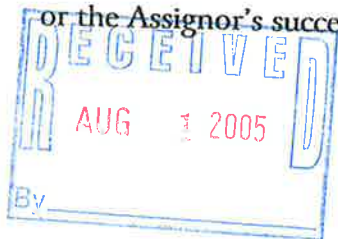
Certificate No. 175 Owner Robert Figueroa No. Of Share 3, 25

Legal description: Part of SE 1/4 SE 1/4 Section 4, Township 3 South, Range 3 Bingham County, Idaho Described as: Beginning at SW corner of Dated INS-443262 50 point being S. 89° 16' 00" W. 374.76 feet along the Section Line to the Trip of Beginning from the SE corner of said Section 4 and running then 10° 00' E 196.35 feet along the W. line of said Instrument # 443262 to a Fz line then N. 89° 05' 14" W. 80.0 feet along said Fence Line. 181.36 feet

The above Assignment is made by Assignor to Assignee in exchange for and as collateral and security for 3, 25 (number) shares in the said Blackfoot Younie Ditch Company.

The intent of this instrument is to transfer to the Assignee the water and water rights appurtenant to the real property described herein to be used as irrigation water. It is understood that this assignment is not intended to separate the water, water rights or ditch rights from the land to which said rights are appurtenant.

The Assignee has the full power in its absolute discretion to co-mingle said water in the Blackfoot Younie Ditch and rotate the waters among the Blackfoot Younie Ditch Assignors in order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like manner. The water and water rights conveyed by this Assignment shall be held in trust by the Assignee and shall remain appurtenant to the lands described herein. In the event the Assignee shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor or the Assignor's successor in interest.



IN WITNESS WHEREOF the parties have executed this Assignment at Blackfoot, Idaho
on the date and year first above written.

BLACKFOOT YOUNIE DITCH COMPANY

Robert J. Ferguson

ASSIGNOR

Ann Hobbs Gee

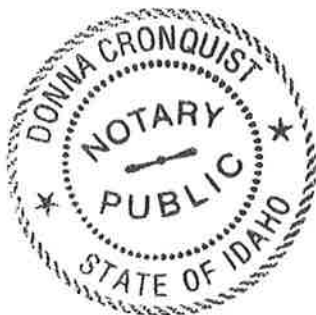
By: Jerry L. Hobbs Pres.
ASSIGNEE

STATE OF IDAHO)

ss:

County of Bingham)

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this
28th day of July, 2005.



Donna Cronquist
Notary Public for Idaho
Residing at Blackfoot, Idaho
My Commission Expires: 12-17-2010

**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
	27-17				
	27-29 A				

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).

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)

Younie Ditch Co.
944 MC AD00 ST.

- 4. New Owner/Claimant(s)**

Blackfoot. Younie Ditch Co.

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

New Mailing Address

C/o Ann Hobbs 944 Mc ADAMS ST.

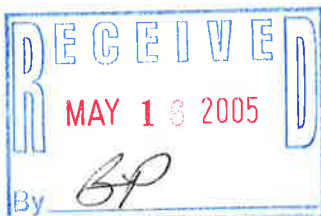
City, State and ZIP Code

Black-foot, FO 83221

New Telephone Number

(208) 785-5094 President Jerry Hobbs

5. **Date you acquired the property**





State of Idaho

DEPARTMENT OF WATER RESOURCES

15 West Center Street, Soda Springs, ID 83276

Phone: (208) 547-3993 Fax: (208) 547-3939 Web Site: www.idwr.state.id.us

9 May 2005

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

Younie Ditch Co.
Attn: Ron Murray
108 Benton Drive.
Blackfoot, ID 83221

COPY

Re: Snake River Basin Adjudication (SRBA)
Claim 27-17 and 27-29A

Subject: OWNERSHIP CHANGE

RESPONSE DATE: 10 June 2005

Dear Claimant(s),

Thank you for calling our office this morning concerning the name change for Younie Ditch Company. We have received a copy of the articles of incorporation for Blackfoot Younie Ditch Company. Please complete the attached Notice of Change in Water Right Ownership form and return it to this office.

If you have any questions concerning this request, you may call my office at 547-3993. Thank you.

Respectfully,

Cindy E. Bird
Adjudication Bureau

CEB/bjp

Enclosure:

Notice of Change in Water Right Ownership



State of Idaho

DEPARTMENT OF WATER RESOURCES

15 West Center Street, Soda Springs, ID 83276

Phone: (208) 547-3993 Fax: (208) 547-3939 Web Site: www.idwr.state.id.us

16 May 2005

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

Blackfoot Younie Ditch Co.
Attn: Ron Murray
108 Benton Drive.
Blackfoot, ID 83221

COPY

Re: Snake River Basin Adjudication (SRBA)
Claim 27-17 and 27-29A

Subject: OWNERSHIP CHANGE CLARIFICATION

RESPONSE DATE: 10 June 2005

Dear Claimant(s),

This is to follow up on additional documentation that is needed before IDWR can process an ownership change. Our legal counsel advises that we must receive a copy of all of the signed notarized assignments from each of the entities that is transferring their water right to the Blackfoot Younie Ditch Company. Further, each individual entity needs to provide a clear path of ownership from the original decreed water user to the current user.

If you have any questions concerning this request, you may call my office at 547-3993 or reach our Deputy District Attorney, Candice Mchugh, at (208) 287-4810. Thank you.

Respectfully,

Cindy E. Bird
Adjudication Bureau

CEB/bjp

Cc: Candice Mchugh



Close

From: Payne, Barbara
To: McHugh, Candice
Cc: Bird, Cindy
Subject: Blackfoot Younie Ditch Company
Sent: 8/3/2005 11:46 AM

Importance: Normal

Hi Candice,

We received a bunch of "assignments" from the Blackfoot Younie Ditch Company (Claim is Younie Ditch Company 27-17 and 27-29A). I have made an analysis of the information from the list Claimant provided in May 2005 to the assignments they sent. They apparently used two different forms but similar. When I was comparing the names and addresses, I was very lack in the names being exactly the same, i.e., Robert instead of Bob. When I couldn't match up the Assignment to the list by the name, I used the address to match up.

On the attached Excel spreadsheet, the column headings are:

Shareholder's Name -- the name came off the May list
Assignment Name -- the name is what appeared on the Assignment
Shareholder's Address -- I only listed the street name from the May list
Assignment Address -- The address listed on the individual assignments
S/H # -- the number of shares listed on the May list
Assign. # -- the number of shares listed on the Assignment
Certificate # -- on the Assignment

Questions:

1. Some of the assignments didn't specify number of shares but included the number of lots. A pattern may be 1/2 share to 1 lot. Some of the shares are in fractions. One didn't have any number. I guess we need to ask Claimant for a clarification. Direction, please.
2. Some of the shareholder's on the May list did not provide an Assignment. Do we ask for the missing documents?

The total number of shares listed on the May list is 134.2. The number from the assignments is 134.49 PLUS the ones that are not added in because of pending questions.

If you desire we can send these Assignments to IF on Tuesday and have then scanned for your access.

I will wait to hear from you before writing the claimant. Thanks for your review.

Barbara -

 shareholder analysis.xls



Close

From: Bird, Cindy
To: Payne, Barbara
Cc:
Subject: Blackfoot Younie Ditch
Sent: 5/11/2005 3:28 PM

Importance: Normal

good afternoon Barbara,
I hope all is well is soda. We discussed the Blackfoot Younie Ditch claims. What we need from the ditch company is to get a copy of all of the assignments from all of the people on the list before we can recommend the rights to the ditch company. Please send Ron Murray a letter to that affect. Claim numbers 27-17 and 29A. If you have any questions you can get a hold of me in I.F. or soda next week. Have a great w/e.

Cindy

Bird, Cindy

From: McHugh, Candice
Sent: Monday, May 09, 2005 1:24 PM
To: Bird, Cindy
Cc: Carlsen, Ernie
Subject: RE: Younie Ditch Company

It still doesn't accomplish changing the water rights from the individuals to the ditch company . . . how did the ditch company become the owners of the water right(s)? That's the reason we're disallowing the claim. Perhaps we can discuss this on Wednesday in Idaho Falls.

See you then!

Candice

-----Original Message-----

From: Bird, Cindy
Sent: Monday, May 09, 2005 12:36 PM
To: McHugh, Candice
Subject: RE: Younie Ditch Company

The individuals haven't filed on their water in the SRBA only Younie Ditch Co. filed on the water. In the adjudication process the Younie Ditch company found out that there is already a Younie Ditch Company that operates in the area near Preston. So when they filed the corporate papers they are now the Blackfoot Younie Ditch Company. That is what the ownership form was for is to change it from Younie to Blackfoot Younie.

-----Original Message-----

From: McHugh, Candice
Sent: Monday, May 09, 2005 11:54 AM
To: Bird, Cindy
Subject: RE: Younie Ditch Company

I'm referring to the Department's change of ownership form that changes the name from the water right holder to the ditch company that needs to be completed for each water right. Barbara sent me an email indicating that she had sent out a form to be completed by the water right owners. The instructions to that form set forth what is needed to prove a change in ownership.

-----Original Message-----

From: Bird, Cindy
Sent: Monday, May 09, 2005 11:47 AM
To: McHugh, Candice
Subject: RE: Younie Ditch Company

Yes Judge Herdon is the Blackfoot District Court Judge. Are you referring to the ownership change form that changes the name from the Younie Ditch Company to the Blackfoot Younie Ditch Company or something else?

-----Original Message-----

From: McHugh, Candice
Sent: Monday, May 09, 2005 11:41 AM
To: Bird, Cindy
Cc: Carlsen, Ernie
Subject: RE: Younie Ditch Company

Yes, I received the articles of incorporation by fax. What is key is the deeds conveying the water rights which will be handled through the change of ownership process with attached deeds/assignments as required by the change of ownership form. At this point, there's not really anything to review until they submit the change of ownerships. I did note that the signatures on the assignment form they submitted

does not technically comply with the acknowledgements for conveyance of real property as required by Idaho Statute 55-710 but it's not my place to give them legal advice (Isn't one of them a former or current judge?).

-----Original Message-----

From: Bird, Cindy
Sent: Monday, May 09, 2005 11:33 AM
To: McHugh, Candice
Subject: Younie Ditch Company

Good morning Candice,
Did you get the fax from my office on the Younie Ditch? When do you think you will have the time to look over the paperwork?

thanks,
Cindy

-----Original Message-----

From: McHugh, Candice
Sent: Thursday, February 17, 2005 11:18 AM
To: Shaff, Don; Bird, Cindy
Subject: RE: Rem/Cond for Younie Ditch

Given the unique nature of this particular problem, I propose:

Disallowed -- lack of proof of ownership. Short and simple.

-----Original Message-----

From: Shaff, Don
Sent: Thursday, February 17, 2005 10:11 AM
To: McHugh, Candice; Bird, Cindy
Subject: RE: Rem/Cond for Younie Ditch

No, a specific remark referring to ownership has not been made as it is so unusual. I suggest you and Candice conspire to craft an ad hoc reason (General Remark) that would work. In my mind, no ownership boils down to No Lawful Appropriation Shown or Recommended as Right No.____ presuming the land is served with water from a company ditch.

Don Shaff
don.shaff@idwr.idaho.gov
208-287-4921

-----Original Message-----

From: McHugh, Candice
Sent: Thursday, February 17, 2005 8:54 AM
To: Bird, Cindy
Cc: Shaff, Don
Subject: RE: Rem/Cond for Younie Ditch

No, I don't think so, but I've seen something similar before. I'm ccing Don for his input.

-----Original Message-----

From: Bird, Cindy
Sent: Wednesday, February 16, 2005 3:06 PM
To: McHugh, Candice
Subject: Rem/Cond for Younie Ditch

good morning,
I'm sure you will probably be reading this Thursday morning since you just left here a couple hours ago. It was nice to see you again. Your children are beautiful thanks for sharing.

I was looking through our remarks/conditions for the Disallowed remark that refers to the lack of proof of ownership that you referred to on the Younie Ditch. Do we have

a condition/remark with that language?

Cindy

Notes

- 5-5-05 Received letter of claimant re
organization. BT Forwarded copy of
to A.H. BP
- 5-9-05 Sent claimant ownership change BP
- 5-11-05 Condy met w/ Conderic, Eric, Don T.
- 5-16-05 Letter to claimant re evidence. BP
- 5-16-05 Received ownership change form. BP
- 6/21/05 Dwight Baker, attorney 785-2310
Called to see what they need to do.
They need to get us copies of the
assignments CB (Laron, secretary)
- 8-1-05 Received many 'Assignments' from Claimant. BP
- 8-3-05 Emailed Conderic re needed action. BP
- 8-15-05 Prepared packet to send to IF. BP
- 8-17-05 Ron Murrie, Black Cat Younie Ditch, called to
see what else they need to do. 785-6228 PB
- 8-18-05 Email from Conderic. She got the
"assignments". BP

Notes

2-10-04 Received new address + list of officers. BT

2-10-04 Letter to claimant re address change. BP

2-17-04 Change of Address received. BT

1/20/05 Disallowed. Yornie ditch is only a carrying ditch they don't have any water rights. They don't have the w/r's signed over from the individuals yet they are just starting the process no to do this.

Add PO1 Ben ~~Th~~ Rom /cmd.

4/19/05 Ron Murray called with an update. There is already a Yornie Ditch Co. listed with the state of Idaho, incorporated in 1913. They are located near Preston.

So, they are filing a reincorporation with the State today for Blackfoot Yornie Ditch Co. They have 30 of the 37 assignments signed.

Ron will send me a copy of the reincorporation papers, copy of the assignment, list of people and how much water they have. CB

When we get the reincorporation papers and the assignment, ~~that~~ ^{we} needs to send a copy to Candice McHugh in Boise.

Ron said the president went through the map last year and made all the necessary changes, so it should be current. CB

Contacts Data Entry Form

Owner Type	Full Name	Address	City	State	Zip	Phone
Current Owner		Younie Dutch Co.				785-5094
Name connector: and		c/o Ann Hobbs				
Current Owner						
Current Owner		944 McAdoo St				Bkfst 83221

Representing Attorney: _____ Phone Number: _____

Accompanied By: _____ Phone Number: _____

Relationship to Claimant: _____

Date of Field Exam: _____ Time: _____

Directions to Property (if different from above) and/or update owner information:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Reviewer: CB

Date: 1/20/05

Priority Date Data Entry Form

Claim Number: A27-17

Water Right Priority Date: _____ Water Right Basis: _____

Claimed Priority Date: _____ Claimed Basis: _____

Recommended Priority Date: 7-1-1874 Recommended Basis: dunee4 Use Claimed Priority Date and Basis as Recommended Priority Date and Basis

Document the evidence submitted/reviewed for the priority date claimed, include your analysis of the evidence:

dunee

Reviewer: _____

CB

Date: _____

1/20/05

Priority Date

Claim No. _____ - _____

1. Should this water use have been included in a later court decree of the water rights from this source? Yes () No (☒)
If Yes, go to 2
If No, go to 4
2. Was the owner or the owner's predecessor in interest of the place of use joined in the later decree? Yes () No ()
If Yes, go to 3a
If No, go to 4
- 3a. Is the date the decree was entered after the date a permit is required for the source and the water use? Yes () No ()
If Yes, consult the attorney assigned to the Basin. Go to 3b
If No, go to 4
- 3b. Do the facts support disallowing the claim, or recommending the claim as an enlargement or an expansion? Yes () No ()
If Yes, go to 11
If No, go to 4
4. Is the basis of claim a decree or license? Yes (☒) No ()
If Yes, go to 5
If No, go to 7
5. Does the decree or license have a Priority Date? Yes (☒) No ()
If Yes, go to 6
If No, Consult the attorney assigned to the Basin, go to 15
6. Did the Claimant claim the decreed or licensed Priority Date? Yes (☒) No ()
If Yes, recommend the Priority Date claimed. If questions 1. and 2. were both answered yes, consult attorney. Go to 15
If No, Obtain an amended claim if necessary. If questions 1. and 2. were both answered yes, consult attorney. Go to 15
7. Is the basis of claim a Permit or Application? Yes () No ()
If Yes, go to 10e
If No, go to 8
8. Is the basis of claim a posted notice? Yes () No ()
If Yes, consult the attorney assigned to the Basin, go to 15
If No, go to 9
9. Is the Priority Date claimed after the date a permit is required for the source and the water use? Yes () No ()
If Yes, go to 11
If No, go to 12
- 10e. Will the license be issued prior to filing the Director's Report? Yes () No ()
If Yes, recommend the Priority Date shown on the license, go to 15
If No, recommend the Priority Date shown on the Permit. All other elements should be recommended as shown on the Permit. Add Condition Code A01 to the Recommendation, go to 15
11. Is the claim for an expansion or enlargement under 42-1416B or 42-1426? Yes () No ()
If Yes, go to 12
If No, disallow with condition P01.
12. Does the claim file contain sufficient evidence of Priority Date? Yes () No ()
If Yes, recommend the date supported by the evidence submitted, go to 15
If No, Request additional evidence of Priority Date, go to 13
13. Has additional evidence of priority date been submitted? Yes () No ()
If Yes, recommend the date supported by the evidence submitted, go to 15
If No, recommend a Priority Date based on available evidence if possible. If some of the claimed water uses can be recommended with the Priority Date supported by the evidence, then do so, go to 14
14. Can any portion of the claim be recommended as a valid water right? Yes () No ()
If Yes, go to 15
If No, disallow with condition P01.
15. Is the basis of claim coded correctly? Yes (☒) No ()
If Yes, go to 16
If No, Enter the appropriate basis of claim. *decree*
16. Is a Priority Date remark and/or condition required? Yes () No (☒)
If Yes, Enter the appropriate basis of claim. Priority Date review is complete
If No, Priority Date review is complete.

Summary

Claim No. -

1. Is the basis of claim a Decree, License, Permit, Application or Posted Notice?

If Yes, go to 2

If No, go to 3

Yes (☒) No (☐)

2. Does any evidence indicate a five year period of continuous nonuse occurred that could result in recommending forfeiture or partial forfeiture?

If Yes, consult the attorney assigned to the Basin. Document the period of time the right or portion of the right was not used. Go to 4

If No, status will be set as Active. Go to 5

Yes (☒) No (☐)

3. Is the water being used for all of the purposes claimed and to the extent claimed?

If Yes, status will be set as Active. Go to 5

If No, consult the attorney assigned to the Basin. Recommend only the uses found and limit the elements of those uses to the extent of the beneficial use found. Go to 4

Yes (☐) No (☐)

4. Is any portion of the claim being recommended?

If Yes, status will be set as Active. Go to 5

If No, claim will be disallowed. Enter the appropriate condition code. Status will be set as Disallowed. Go to 5

Yes (☒) No (☐)

5. Is an additional remark and/or condition required?

If Yes, enter the appropriate remark and/or condition. Go to 6

If No, go to 6

Yes (☒) No (☐)

6. Would you like to view the recommended right?

If Yes, go to 7

If No, the review is incomplete. The recommendation must be viewed to complete the review.

Yes (☒) No (☐)

7. Is this a "split" or "combined" right?

If Yes, go to the Update Pedigree Process in Workflow when the review is complete. Do any necessary data entry. Go to 8

If No, go to 8

Yes (☐) No (☒)

8. Do you have documents you would like to attach or link to the file?

If Yes, go to PowerDOCS and profile the documents. Go to 9

If No, go to 9

Yes (☐) No (☒)

9. Would you like to set the verification date?

If Yes, the review is complete.

If No, the review is incomplete. The recommendation must be verified to complete the review.

Yes (☒) No (☐)

add POI Gen Rem/Cond.
Disallowed.

Summary Data Entry Form

Claim No.: _____

Remarks and Conditions (Include Type, Category and Code if applicable):

P01 Rem & Con. General

Split or Combined Right Analysis:

No

Attached Field Notes or Other Documents:

Claim No.:

27-17

Reviewer

CB

Date

1/20/05

15 West Center
Soda Springs, ID 83276
Phone (208) 547-3993
FAX (208) 547-3939

Idaho Department of Water Resources

Fax

To: Candice McHugh

From: Barbara Payne

Fax: 287-6700

Pages: 5

Phone:

Date: 5/5/2005

Re: Younie Ditch Claims 27-12 & 27-29A

CC:

Hi Candice,

Cindy ask that I forward a copy of these documents to you concerning claims filed by Younie Ditch. It is their Articles of Incorporation as the "Blackfoot Younie Ditch Company", a copy of the Assignment letter that they sent to each of the Assignees and a list of the Assignees.

Currently, these claims are being processed as "disallowed."

If you need anything else, please let us know.



Barbara

FILED EFFECTIVE



ARTICLES OF INCORPORATION

(Non-Profit)

(Instructions on back of application)

2005 APR 21 AM 9:30

The undersigned, in order to form a Non-Profit Corporation under the provisions of Title 30, Chapter 3, Idaho Code, submits the following articles of incorporation to the Secretary of State.

SECRETARY OF STATE
STATE OF IDAHO

Article 1: The name of the corporation shall be:

Blackfoot Younie Ditch Company

Article 2: The purpose for which the corporation is organized is:

Operation and maintenance of a certain lateral canal for irrigation purposes

Article 3: The street address of the registered office is: 199 W Bridge Blackfoot, ID 83221

and the registered agent at such address is: Dwight E. Baker

Article 4: The board of directors shall consist of no fewer than three (3) people. The names and addresses of the initial directors are:

Scott Reese 744 McAdoo, Blackfoot, ID 83221

Rodney Hughes 910 McAdoo, Blackfoot, ID 83221

Jerry Smith 660 McAdoo, Blackfoot, ID 83221

Article 5: The name(s) and address(es) of the incorporator(s):

Jerry Hobbs 944 McAdoo, Blackfoot, ID 83221

Ann Hobbs 944 McAdoo, Blackfoot, ID 83221

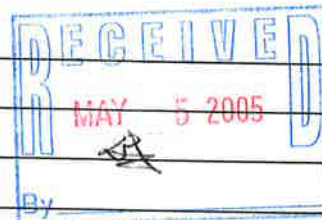
Ronnie K. Murray 108 Benton Dr., Blackfoot, ID 83221

Article 6: The mailing address of the corporation shall be:

744 McAdoo, Blackfoot, ID 83221

Article 7: The corporation (☒ does ☐ does not) have voting members.

Article 8: Upon dissolution the assets shall be distributed:
to the stockholders



Signatures of all incorporators:

Jerry S. Hobbs
Ann Hobbs
Ronnie K. Murray

Jerry Hobbs
Typed Name:

Ann Hobbs
Typed Name:

Ronnie K. Murray
Typed Name:

Typed Name:

Typed Name:

Customer Acct #:

(If using pre-paid account)

Secretary of State use only

g:\corp\forms\corp_forms\articlesofincprofit.pdf
Revised 07/2002

IDAHO SECRETARY OF STATE
04/21/2005 05:00
CK: 1023 CT: 180059 BH: 805998
1 @ 30.00 = 30.00 INC NONP # 2

Web Form

C 16 0090

ASSIGNMENT

ASSIGNMENT made this ____ day of _____, 2005, by _____, of _____, of the City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignor to BLACKFOOT YOUNIE DITCH COMPANY, an Idaho non-profit corporation, City of Blackfoot, County of Bingham, State of Idaho, herein referred to as Assignee.

Assignor hereby transfers, assigns, and sets over to Assignee, free and clear of all claims, liens or other encumbrances whatsoever, all of Assignor's right, title and interest, legal and equitable, in trust nevertheless, in and to the water and water rights appurtenant to the following described real property, to wit:

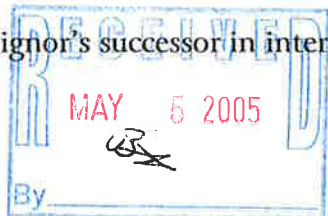
Certificate No. _____ Owner _____ No. Of Share _____

Legal description: _____

The above Assignment is made by Assignor to Assignee in exchange for and as collateral and security for _____ (number) shares in the said Blackfoot Younie Ditch Company.

The intent of this instrument is to transfer to the Assignee the water and water rights appurtenant to the real property described herein to be used as irrigation water. It is understood that this assignment is not intended to separate the water, water rights or ditch rights from the land to which said rights are appurtenant.

The Assignee has the full power in its absolute discretion to co-mingle said water in the Blackfoot Younie Ditch and rotate the waters among the Blackfoot Younie Ditch Assignors in order that each Assignor can irrigate the Assignor's property in a reasonable and husband-like manner. The water and water rights conveyed by this Assignment shall be held in trust by the Assignee and shall remain appurtenant to the lands described herein. In the event the Assignee shall cease to exist the said water and water rights conveyed herein shall revert to the Assignor or the Assignor's successor in interest.



Ed Bamberry	P.O.Box269 Moreland Id. 83256	2 Shares
Allen Bench	1086 Meridian Blk. ID. 83221	1 1/2
Dona Bishoff	505 Riverton RD. BLK. ID. 832211	1 1/2
Scott Burkman	860 Meridian BLK. ID. 83221	1
Max Christensen	850 McAdoo BLK. ID. 83221	6
Gary Cover	960 Wandell BLK. ID. 83221	1
Roberto Davalos	855 Riverton RD. BLK.ID. 83221	2 1/2
Joel Guerrero	240 Rice ST. BLK.ID. 83221	1
John Driscoll	1325 E. Walker BLK.ID. 83221	1 1/2
Ben White	1059 S. Meridian BLK.ID. 83221	1
Elsa Fahlen	357 Ruby BLK. ID. 83221	1
Robert Figueroa	565 Reverton RD. BLK. ID. 83221	3
Gene Gabert	1131 Camas BLK. ID? 83221	5
Charles Gasper	833 Meridian BLK.ID. 83221	3
Jares Gerdes	286 Rice BLM.ID. 83221	1
Jim Murdock	940 Wandell BLK.ID. 83221	1 1/2
Terrece Hansen	780 McAdoo BLK. ID. 83221	1
John Henrikson	904 Wandell BLK.ID. 83221	1
James Herndon	1055 Riverton RD BLK.ID. 83221	11
Violett Hill	725 Riverton RD BLK.ID. 83221	2
Jerry Hobbs	944 McAdoo BLK.ID. 83221	6
Doris Hoge	1035 Riverton RD BLK.ID. 83221	8 1/2
Steve Huffman	1020 McAdoo BLK.ID. 83221	3
Rodney Hughes	910 MCAdoo BLK.ID. 83221	4
Bernita Hultz	624 McAdoo BLK.ID. 83221	6
Whitney Johnson	381 Rice BLK.ID. 83221	1
Venitto Longoria	886 Wandell BLK.ID. 832212	1
Cal Leavitt	726 Curtis BLK.ID. 83221	1
Wes Megill	585 Riverton RD. BLK. ID. 83221	1 1/2



Anglia Murray	P.O.Box 493 BLK.ID. 83221	6 1/2 Shares
Clay Ockerman	939 Meridian BLK.ID. 83221	1 1/2
Pedro Peayo	P.O.Box 1384 BLK.ID. 83221	4
Kim Grover	626 Riverton RD. BLK.ID. 83221	19 1/2
Josh Popejoy	1011 Meridian BLK.ID. 83221	2
Scott Reece	744 McAdoo BLK.ID. 83221	3 1/2
Bill Scott	341 Rice BLK.ID. 83221	2 1/2
Bob Sims	485 Fisher BLK. ID. 83221	2
Roberta Southword	251 Rice BLK. ID. 83221	2 1/2
Dewain Taylor	433 Rice BLK.ID. 83221	1
Shearld Truman	320 Rice BLK. ID. 83221	1 1/2
Chuck Wisdom	475 Riverton RD. BLK.ID. 83221	1 1/2
Mrs.Jack yamamoto	358 Rice BLK. ID. 83221	1 1/2
Apppe Valley Inc		
The Willoos		
Bill Hines	P.O.Box 1898 Boise ID. 83701	4 1/2



**SNAKE RIVER BASIN ADJUSTICATION
CHANGE IN ADDRESS OF NOTICE OF CLAIM**

Claim Number(s):

27-17427-29A

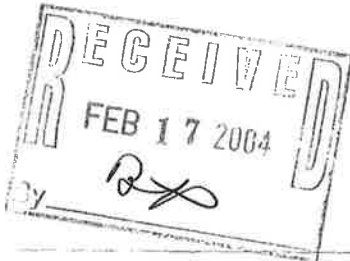
Previous Mailing Address:

Younice Ditch Co

% Melvin A. Asay

1115 South Meridian

Blackfoot, ID 83221



New Mailing Address:

YOUNICE DITCH CO

% Ann HOBBS

944 McAdoo

BLACKFOOT ID 83221

Telephone Number:

(208) 785-5094

Signature of Claimant(s):

Ann Hobbs Sec.

Larry Hobbs Pres.

Please return this completed form to the address indicated below:

☐ Adjudication Bureau
Idaho Dept. of Water Resources
1301 N. Orchard St.
Boise, ID 83706-2237
Ph. 1/800/451-4129 or
FAX 208/327-5400

☐ Adjudication Bureau
Idaho Dept. of Water Resources
1341 Fillmore St., Ste. 200
Twin Falls, ID 83301-3380 or
FAX 208/736-3037

☐ Adjudication Bureau
Idaho Dept. of Water Resources
2735 Airport Way
Boise, ID 83705-5082
Ph. 208/334-2190 or
FAX 208/334-2348

☐ Adjudication Bureau
Idaho Dept. of Water Resources
900 N. Skyline, Ste A.
Idaho Falls, ID 83402-3653 or
FAX 208/525-7177

➔ ☐ Adjudication Bureau
Idaho Dept. of Water Resources
15 West Center Street
Soda Springs, ID 83276
Ph. 208/547-3993 or
FAX 208/547-3939

Oct. 14-02

To whom it May Concern

A New address for Younie Ditch Co
and Sec.

944 Mc Adoo St,
Blackfoot Idaho 83221

The Year 2004: officers

Phone #'s

President - Jerry Hobbs 785-5094

Vice President - Ronnie Murray 785-6228

Sec, Ann Hobbs 785-5094

For the year of 2004

Thank you

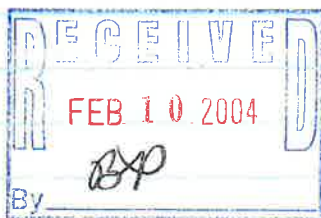
27- 17

27- 29A

RECEIVED

FEB 04 2004

IDAHO DEPARTMENT OF
ENVIRONMENTAL QUALITY



RECEIVED

OCT 17 2003

Department of Water Resources
Eastern Region



State of Idaho

DEPARTMENT OF WATER RESOURCES

15 West Center Street, Soda Springs, ID 83276

Phone: (208) 547-3993 Fax: (208) 547-3939 Web Site: www.idwr.state.id.us

10 February 2004

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

Younice Ditch Co.
944 McAdoo Street
Blackfoot, ID 83221

Re: Snake River Basin Adjudication (SRBA)
Claim 27-17 and 27-29A

COPY

Subject: NOTICE OF CHANGE OF ADDRESS

RESPONSE DATE: 23 FEBRUARY 2004

Dear Claimant(s),

Thank you for advising IDWR of your new mailing address. Apparently this was sent to our Eastern Region office in Idaho Falls in October 2003.

However, it does not contain a signature or title advising who is supplying this change of address. So that we may have the file in proper order before it is presented to the Court will you please complete the attached "Change in Address of Notice of Claim" form and return it to our Soda Springs Office. You do not need to furnish it to any other offices.

If you have any questions concerning this request, you may call my office at 547-3939. Thank you.

Respectfully,

Cindy E. Bird
Adjudication Bureau

CEB/bjp

Enclosure:

Change in Address of Notice of Claim

SCANNED

JUL 13 2001

Log for claim 27-00017

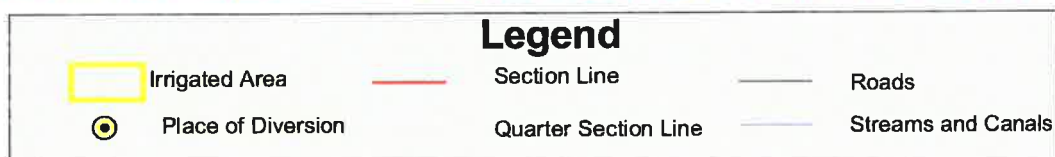
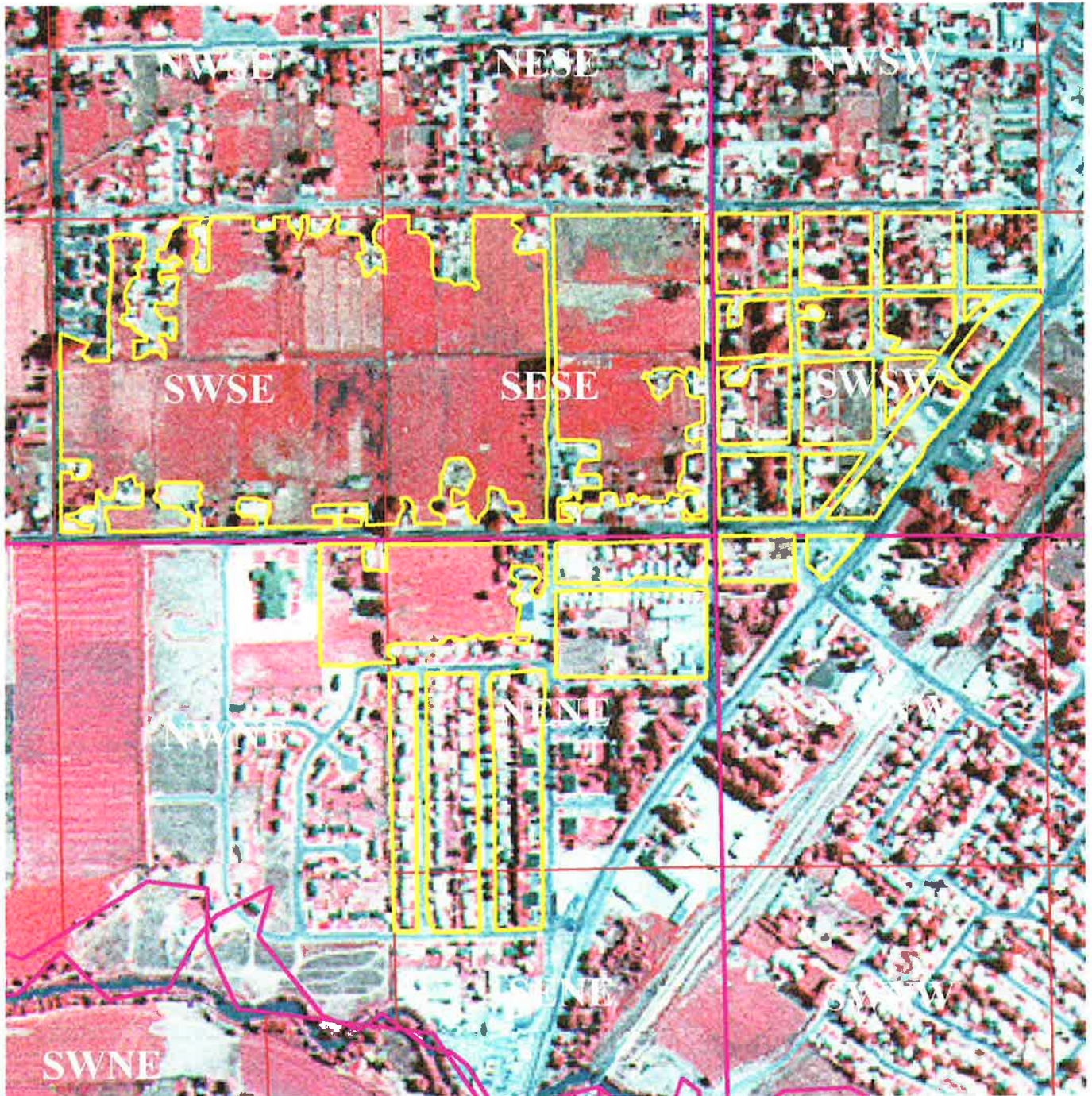
Spatial Dynamics LTD

12/19/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
03s35e	3	SWSW	28	23	
03s35e	4	SWSE	32	30	
03s35e	4	SESE	32	30	
03s35e	9	NENE	30	21	
03s35e	9	NWNE	5	2.8	
03s35e	9	SENE	8	2.6	
03s35e	9	NWNW	10	6	
03s35e	10	NWNW	5	1.8	
Totals:			150	117.2	

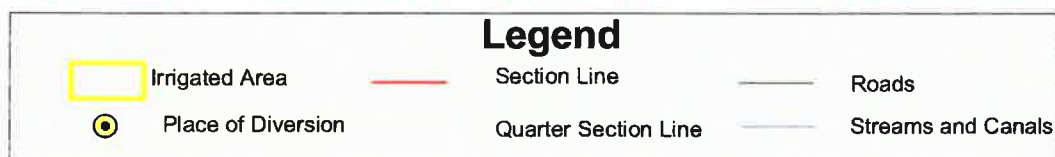
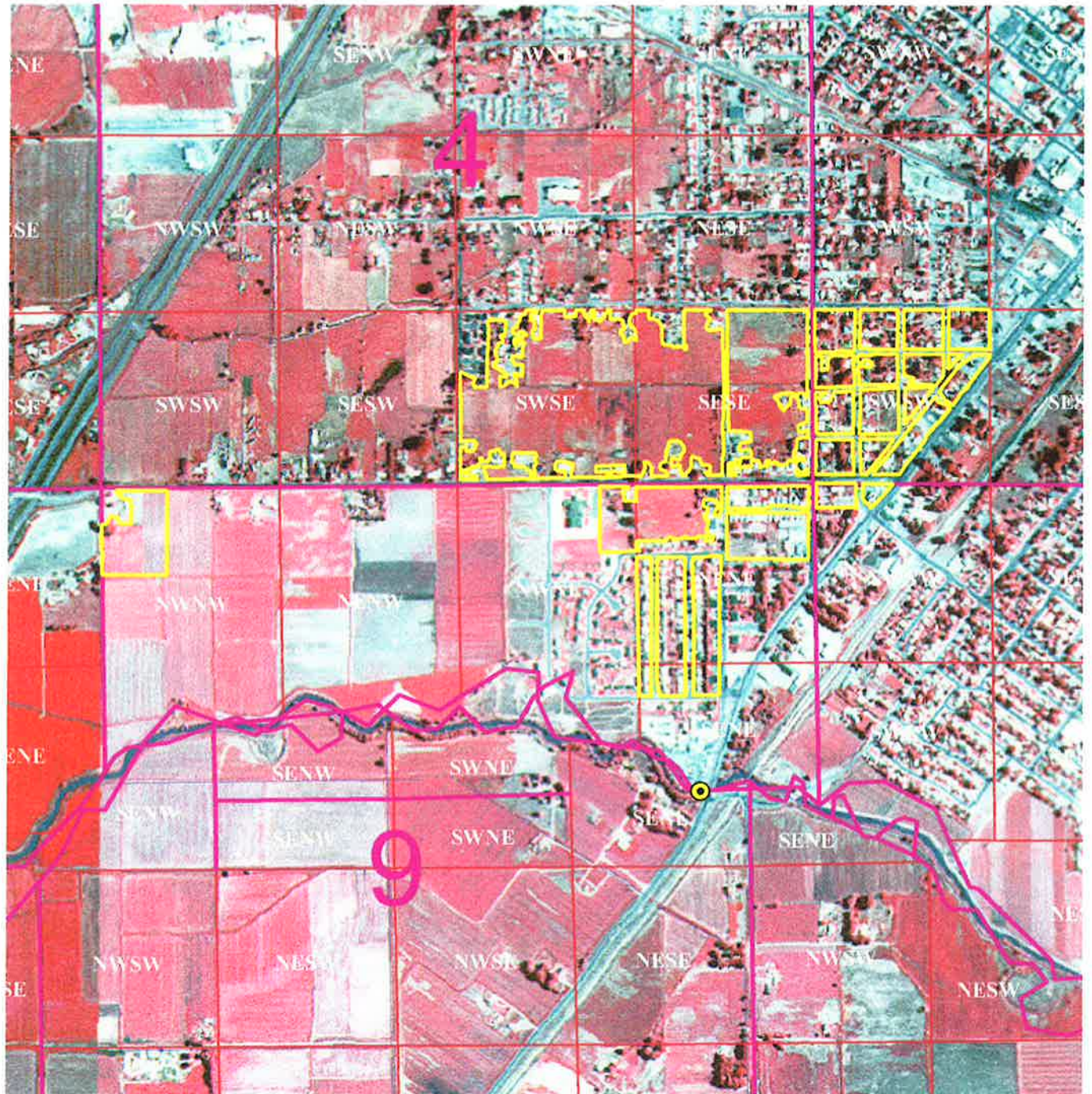
Water Right Claim Number 27-00017
Township , 3S35E

12/19/2000



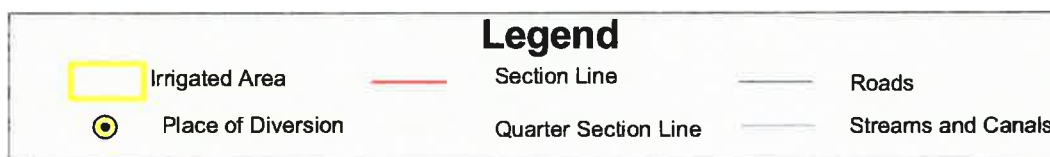
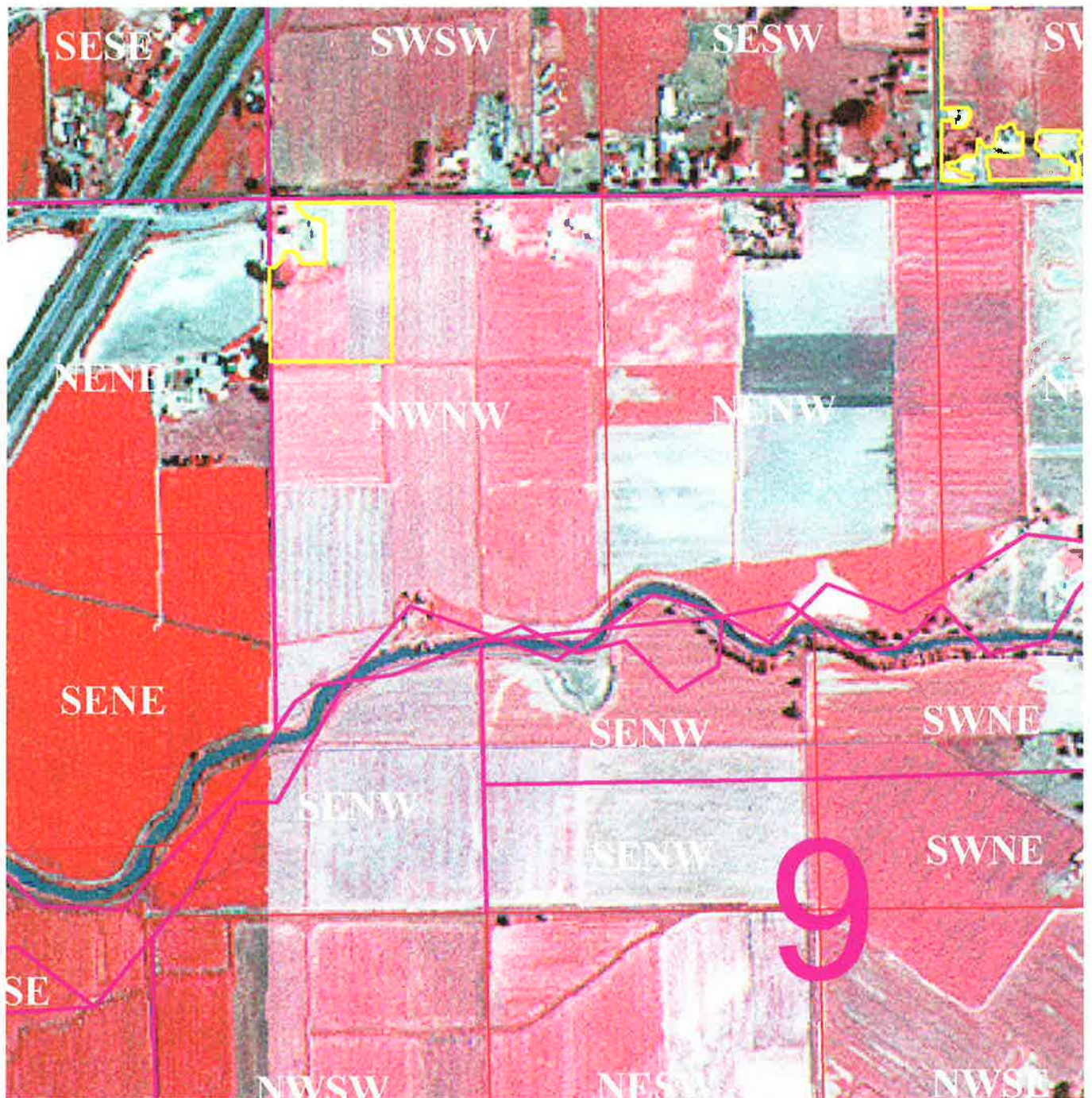
Water Right Claim Number 27-00017
Township , 3S35E

12/19/2000



Water Right Claim Number 27-00017
Township , 3S35E

12/19/2000



AJ5809NP
No. A27-00017

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 09/29/00
PAGE: 19

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	YOUNIE DITCH CO C/O MELVIN A ASAY 1115 S MERIDIAN BLACKFOOT ID 83221 (208) 785-2328	07/01/1874	IRRIGATION	03-15 11-15	2.400 CFS	
TOTAL DIVERSION:					2.400 CFS	
CONSUMPTIVE USE:						450.00 AFA

Water Source: BLACKFOOT RIVER

Tributary to: SNAKE RIVER

Stage: DECREED

Point(s) of Diversion: T03S R35E S09 Lot01(SWSENE)

BINGHAM County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE												
T	R	S	:	NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	SUM
				Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		
03S	35E	3	:													28								28.0
03S	35E	4	:																		32	32		64.0
03S	35E	9	:	30		05					10													53.0
03S	35E	10	:								05													5.0
TOTAL ACRES																						150.0		

POU County: BINGHAM

Non-Irrigation Uses: NONE

Other Rights: 27-00029A

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):

A27-00020A A27-00020B A27-00020C A27-00029A

Other Water Rights Listing Overlapping Place(s) of Use:

A01-00001J A01-00298 A27-00022D A27-00029A A27-00035D A27-00038 A27-00039 A27-00040 A27-00041 A27-10495
A27-10561 A27-10878 A27-10999 A27-11117

Remarks: GEN P/D AKA MINERS DITCH PUMP
TRANSFER #58.
P/U SAME AS 27-00029A

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

Misc: Water District Number: 27 Field Inspection Flag:
Presumption Flag:

Audit: 03/29/89 WILSON 04/24/89 WILSON 09/27/94 JTHOMPSO 03/29/95 POST-STD

TRANSFER NO.	NAME	AMOUNT C.F.S.	BALANCE C.F.S.	RIGHT NO.
--------------	------	------------------	-------------------	--------------

	Misslen, John	2.4		27-0017
58	Kennedy, E. M.	2.4	0	27-0017A

T

R

A

N

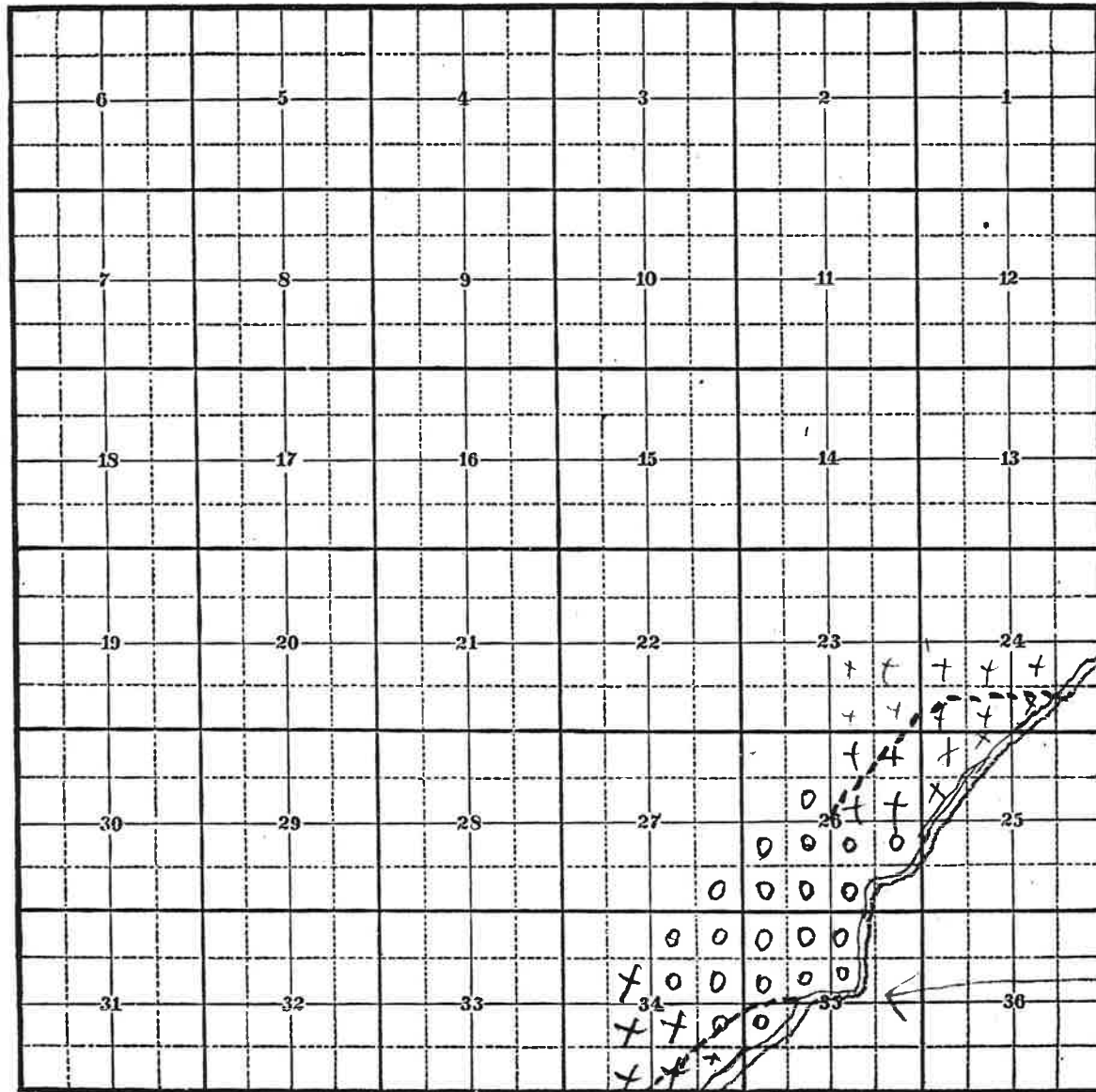
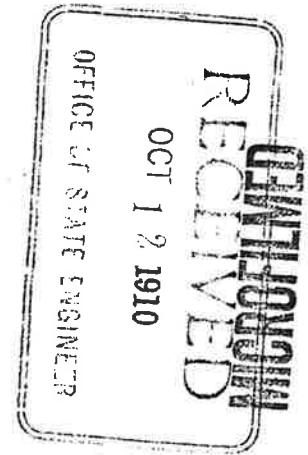
S

E

E

MICROFILMED

Township No. 2 S Range No. 36 E B. Mer.



Bikefoot River

Lower diversion point of diversion

Upper diversion point of diversion

#1

RECEIVED

20th line above Mining Site
X above Kennedy Road

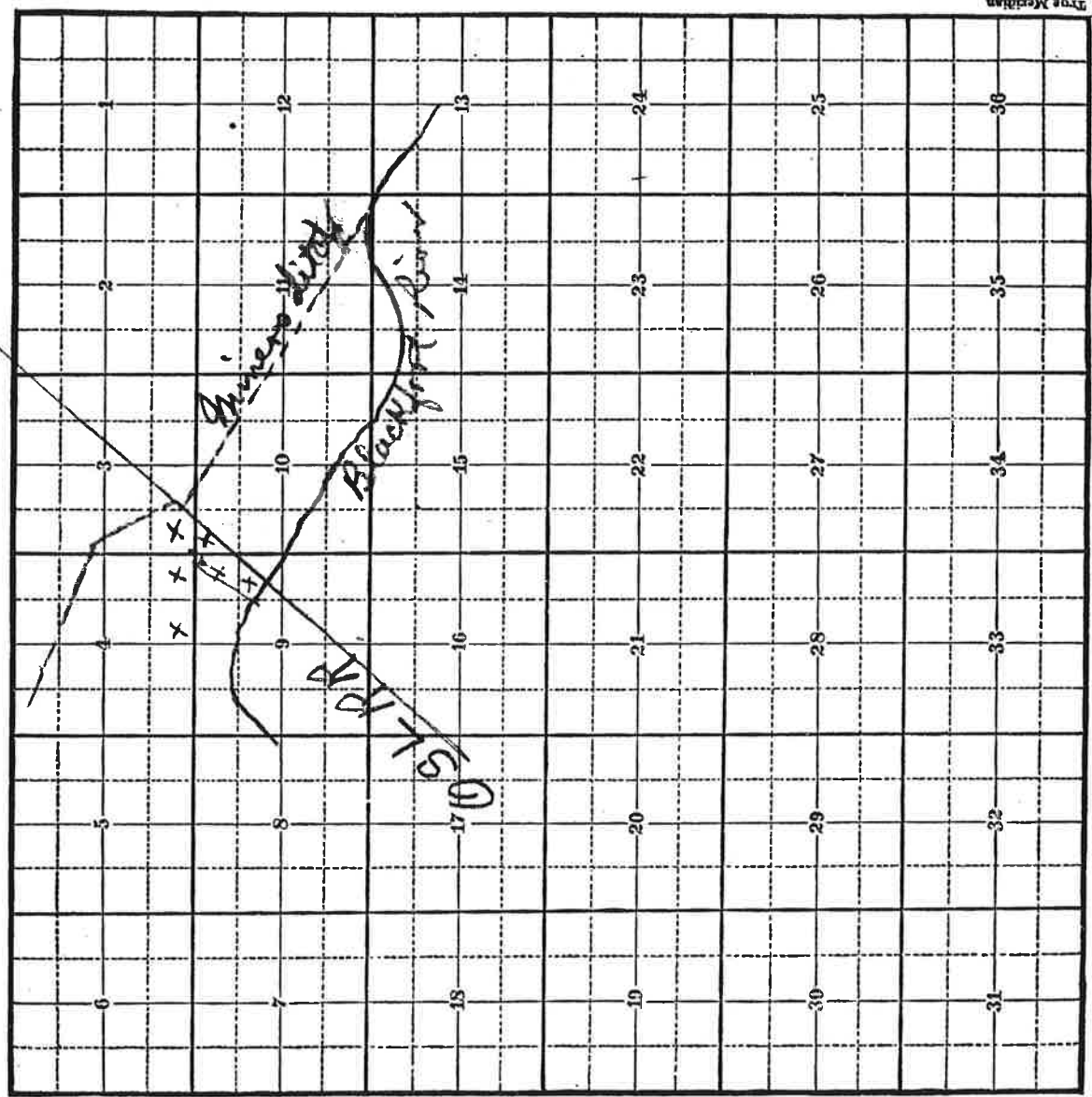
RECEIVED

OCT 12 1910

[4-590.]

OFFICE OF STATE ENGINEER

Township No. 38 Range No. 30 E. B. Mer.

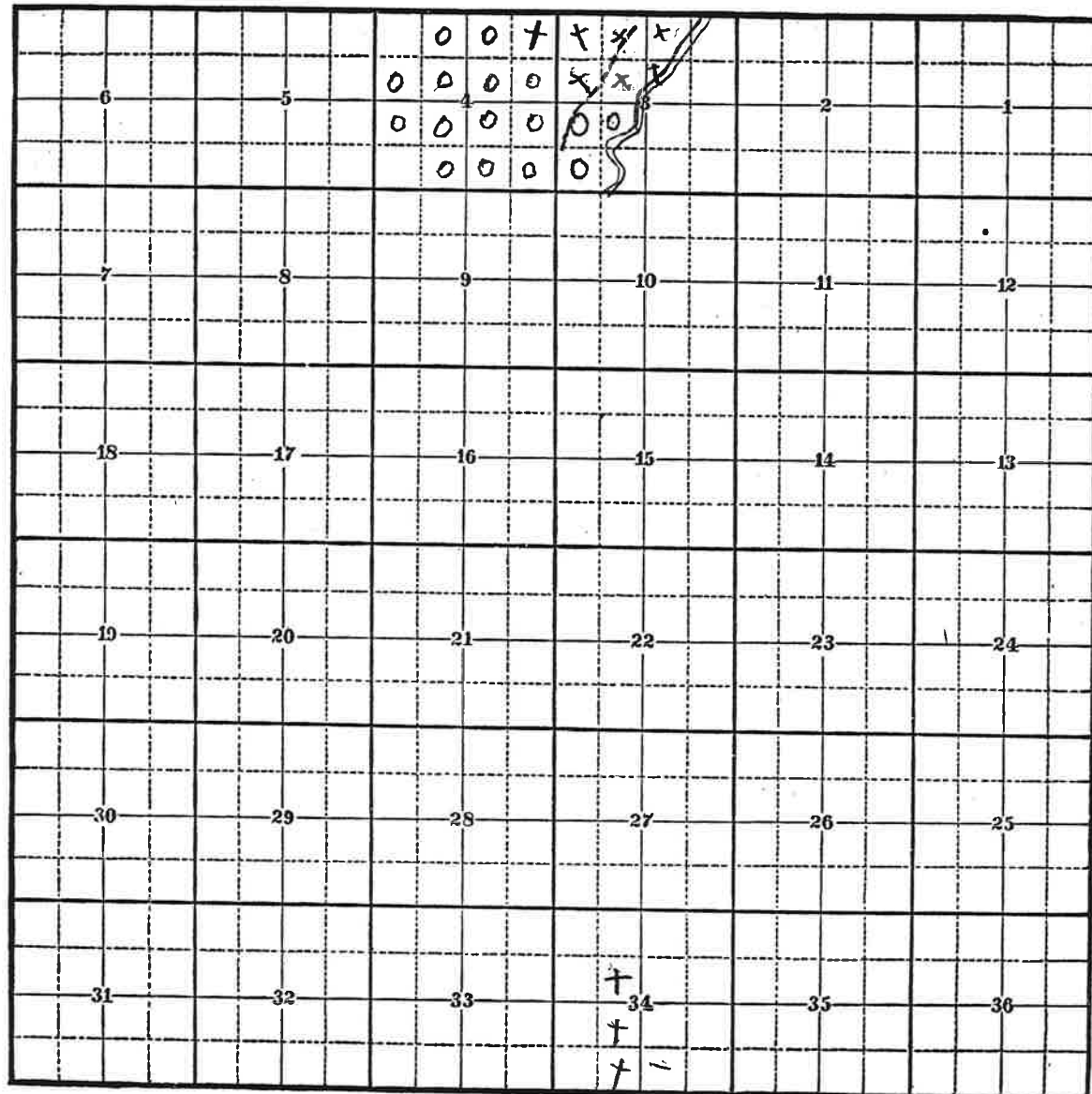


Scale each inch to an inch

[4-590.]

Township No. 3 S Range No. 36 Mer.

#2



RECEIVED
OCT 12 1910
OFFICE OF STATE ENGINEER

DEPT. OF COM.

File 27-C 2:
27-01

S T A T E O F I D A H O

-----OFFICE OF STATE ENGINEER-----

CERTIFICATE No.58, AUTHORIZING TRANSFER OF WATER RIGHT .

Permission is hereby granted E. M. KENNEDY, of Blackfoot, County of Bingham, State of Idaho, to transfer the use of Two Hundred (200) inches of the waters of BLACKFOOT RIVER, Bingham County, Idaho, from the lands upon which it is now used, i.e., East half of Southwest quarter (E2 SW4), Southeast quarter of Northwest quarter (SE4 NW4) and Northwest quarter of Southeast quarter (NW4 SE4) Section Thirty-four (34), Township Two (2) South, Range Thirty-six (36) East of Boise Meridian, to the following described tract, to-wit: Southwest quarter of Southwest quarter (SW4 SW4) Section 3, South half of Southeast quarter (S2 SE4), Section Four (4), and Eighty (80) acres beginning at the southwest corner of Section Three (3), thence west 8 rods, thence south 1860 feet of Blackfoot river, thence along said river 850 feet to O.S.L. right-of-way, thence along said right-of-way to south line of Section Three (3), Township Two (2) South, Range Thirty-five (35) East of Boise Meridian, thence west along said section line about 60 rods to place of beginning.

The water right appurtenant to the above described lands was adjudged by decree, dated August 1st, 1891, of Charles Cobb, Judge of Fifth Judicial District of the State of Idaho in and for Bingham County, in the matter of F. S. Stephens, plaintiff, vs. Eastern Idaho Company, a corporation, defendant.
in the following words:

"It is now ordered, adjudged and decreed,
that the following parties are entitled to divert
from Blackfoot river, the amount of water herein
indicated.....
John Misslen, July 1st A. D. 1874, 120 inches
Leon Misslen, July 1st A. D. 1885, 300 inches."

"120 inches of above water rights was purchased from John Misslens and 80 inches from Leon Misslen, by E. M. Kennedy.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of my office at Boise, Idaho, this twenty-first day of October, A. D. 1910.

That he intends to divert and convey said 40 of inches of water to the tract of land last above described in the following manner, to wit: Through the Minner Ditch

as set forth upon the map hereto attached; and

That no one will be injured by such transfer.

WHEREFORE, Affiant and Petitioner prays that the State Engineer of the State of Idaho issue to him the proper certificate authorizing such transfer, and give proper notice of the same to the Water Commissioner of this Division, in accordance with the provisions of Section 11, House Bill No. 146, of the Laws of the Seventh Session of the Legislature of the State of Idaho.

Subscribed and sworn to before me this 17th day of August
A. D. 1900

Edwin M. Kennedy
J. C. Parkinson
Notary Public

State of Idaho, }
County of Bingham } ss.
Henry Dunn and Aurelius W. Thompson
being first duly sworn, each for himself, and not one for the other, deposes and says: That he is a citizen of the United States and of the State of Idaho, residing at Blackfoot
that he is a user of water from Blackfoot River, County of Bingham, State of Idaho; that he has read or heard read the foregoing affidavit and petition of Edwin M. Kennedy, and is familiar with its allegations, and with the water right and lands therein mentioned and described and is not in any way interested in either, nor in any way related to said petitioner; that the statements and allegations therein made are true of his own knowledge; and that no one will be injured by the granting of the certificate authorizing the transfer therein petitioned.

Subscribed and sworn to before me this 30th day of August 1900
A. D. 1900

Henry Dunn
Aurelius W. Thompson
J. C. Parkinson
Notary Public

MICROFILMED

APPLICATION FOR TRANSFER
OF WATER RIGHT.

No.	Applicant	Received	Approved	Certificate No.	and recalled by
11	John J. ...				
From	To	Stream	County	Book	of Transfer at Page
...	...	...	...	...	...

John J. ...

John J. ...

Witness my hand and seal of the Department of the Interior, at Washington, D.C., this ... day of ... 19...

I, the undersigned, being a duly qualified Surveyor General of the Territory of ... do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the files of the Department of the Interior.

Witness my hand and seal of the Department of the Interior, at Washington, D.C., this ... day of ... 19...

State of Idaho.

County of _____

ss.

I, _____, Watermaster of _____,
County of _____, State of Idaho, whose postoffice address is _____
_____, have read or heard read the foregoing affidavit and petition of
_____, and, of my own knowledge, believe the same to be
true as to all matters therein alleged, and that no one will be injured by the transfer prayed to be au-
thorized; and I hereby endorse my approval of said petition, and request that the State Engineer
issue the certificate of transfer as petitioned; or (do not approve of the issuance of the certificate of
transfer prayed for) for the following reasons: _____

C. A. Watermaster

Watermaster.

Blackfoot Idaho

Sep. 24 1910.

Notice having been duly published for thirty days of the intention of the above named *Edwin*
M. Kennedy to apply to the State Engineer of the State of Idaho for a certificate
authorizing the transfer of water as set forth in his affidavit and petition herein, and an opportunity
having been given to any and all persons opposing said transfer to present their objections in a public
hearing before me at *Blackfoot*, on *Sep. 24 1910*, according to
the terms of said notice;

And it not appearing at said hearing that any one would be materially injured by such transfer:

I hereby recommend that the said State Engineer of the State of Idaho issue his certificate to said
applicant, authorizing the transfer as prayed for in his petition; or ~~(and it appearing at said hearing~~
~~that the following injuries would be sustained by others if such transfer is permitted)~~

I hereby recommend that the State Engineer do ~~not~~ issue the certificate authorizing the transfer
sought hereinabove.

MICROFILMED

J. O. Webster

Commissioner of Water Division No. 1.

By _____

JUL 13 2008

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: A27-00017
Date Received: 3/29/1989
Receipt No: E006593
Received By: KCW

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: YOUNIE DITCH CO.
Address: C/O MELVIN A. ASAY
1115 SOUTH MERIDIAN
BLACKFOOT, ID

208-785-2328

83221

2. Date of Priority: JUL 01, 1874

3. Source: BLACKFOOT RIVER

Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
03S	35E	9	SW	SE	NE	1	BINGHAM

5. Description of diverting works:
MINERS PUMP FROM BLACKFOOT RIVER TO DITCHES FOR FLOOD IRRIGATION

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	2.400		

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

A.F.A.

8. Total consumptive use is 450.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
03S	35E	3	SW	SW		IRR	28.0
						Section Acres	28.0

A27-00017

Page 1

Date: 04/24/89

MICROFILMED

NOV 12 1992

A2700017



10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
03S	35E	4	SW	SE		IRR	32.0
			SE	SE		IRR	32.0
			Section Acres				64.0
		9	NE	NE		IRR	30.0
			NW	NE		IRR	5.0
			SE	NE		IRR	8.0
			NW	NW		IRR	10.0
			Section Acres				53.0
		10	NW	NW		IRR	5.0
			Section Acres				5.0
			Total Acres				150.0

11. Place of use in counties: BINGHAM

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

13. Other Water Rights Used:
27-00029A

14. Remarks:
P/D AKA MINERS DITCH PUMP
TRANSFER #58.
P/U SAME AS 27-00029A

15. Basis of Claim: DECREED
Water Right Number: 270017
Case Number:
Court :
Decree date:

FRED S. STEVENS, ET AL.
Decree Plaintiff

vs

EASTERN IDAHO WATER CO., ET AL
Decree Defendant

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 Organizations:

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

Signature of Authorized Agent

Title and Organization

Date

State of Idaho)
County of _____) SS.

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

Notary Public

Seal

Residing at _____

My Commission Expires _____

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: A27-00017

Date Received: 3/29/1989

Receipt No: E006593

Received By: Kew

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: YOUNIE DITCH CO.
Address: C/O MELVIN A. ASAY
BLACKFOOT, ID

208-785-2328

83221

2. Date of Priority: JUL 01, 1874

3. Source: BLACKFOOT RIVER

Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
03S	35E	9	SW	SE	NE	1	BINGHAM

5. Description of diverting works:

MINERS PUMP FROM BLACKFOOT RIVER TO DITCHES FOR FLOOD IRRIGATION

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	2.400		

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

A.F.A.

8. Total consumptive use is 450.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
03S	35E	3	SW	SW		IRR	28.0
Section Acres							28.0

A27-00017

Page 1

Date: 03/29/89

MICROFILMED

NOV 12 1992

10. Place of Use: Continued

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
03S	35E	4	SW		SE		IRR	32.0
			SE		SE		IRR	32.0
			Section Acres					64.0
		9	NE		NE		IRR	30.0
			NW		NE		IRR	5.0
			SE		NE		IRR	8.0
			NW		NW		IRR	10.0
			Section Acres					53.0
		10	NW		NW		IRR	5.0
			Section Acres					5.0
			Total Acres					150.0

11. Place of use in counties: BINGHAM

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

13. Other Water Rights Used:
27-00029A

14. Remarks:
P/D AKA MINERS DITCH PUMP
TRANSFER #58.
P/U SAME AS 27-00029A

15. Basis of Claim: DECREED
Water Right Number: 270017
Case Number:
Court :
Decree date:

FRED S. STEVENS, ET AL.
Decree Plaintiff

vs

EASTERN IDAHO WATER CO., ET AL
Decree Defendant

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 Organizations:

I do solemnly swear or affirm that I am President of Younie Ditch Co., that I have signed the foregoing document in the space below as President of Younie Ditch Co. and that the statements contained in the foregoing document are true and correct.

Mehin A. Asay
Signature of Authorized Agent
Younie Ditch Co.
Title and Organization
May 29 - 1989
Date

State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 29 day
of Mar 19 89

Colleen Wray
Notary Public

Residing at Wako Falls
My Commission Expires 5/29/1991



R35E

T
3
S

PLACE OF USE

4 3
9 10

A27-00017



POINT OF DIVERSION

MICROFILMED

NOV 12 1992

