

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAWDATE: January 12, 1999
PAGE: 1

RIGHT NUMBER: 35-02010A

NAME AND ADDRESS: RICHARD KOOMPIN
CHERYL HAMILTON-KOOMPIN
2229 W 1000 S
STERLING ID 83210

SOURCE: UNNAMED STREAM
TRIBUTARY: SNAKE RIVER

QUANTITY: 1.08 CFS

PRIORITY-DATE: 04/09/1908

POINT OF DIVERSION T04S R32E S29 NESESW Within BINGHAM County

PURPOSE AND
PERIOD OF USE: PURPOSE OF USE PERIOD OF USE QUANTITY
IRRIGATION 04-01 10-31 1.08 CFS

PLACE OF USE: IRRIGATION Within BINGHAM County
T04S R32E S28 NESW 17 NWSW 37
54 ACRES TOTAL

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

THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER
IN BASIN 35 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER
RIGHTS IN BASIN 35:

WATER RIGHT NO.	SOURCE
NONE	NONE

THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER
IN BASIN 35 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER
RIGHTS IN THE SNAKE RIVER BASIN:

WATER RIGHT NO.	SOURCE
NONE	NONE

ALL WATER RIGHTS WITHIN BASIN 35 ARE FROM CONNECTED SOURCES
OF WATER IN THE SNAKE RIVER BASIN AND SHALL BE ADMINISTERED
CONJUNCTIVELY.

EXPLANATORY MATERIAL: BASIS OF CLAIM - LICENSE

RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO
SECTION 42-1425, IDAHO CODE.

RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION
PURSUANT TO SECTION 42-1425, IDAHO CODE.

SOURCE IS ALSO KNOWN AS ALKALI CREEK

FILED

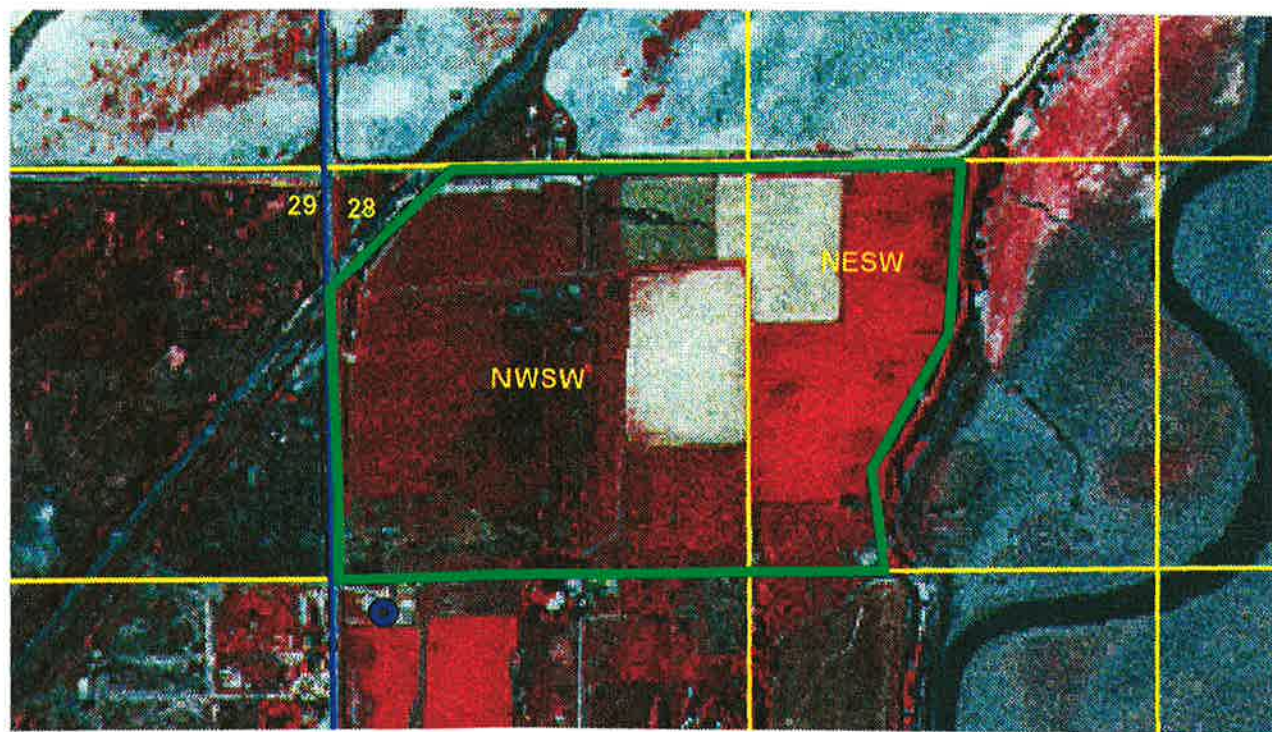
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AUG 04 2005

IDAHO DEPARTMENT OF WATER RESOURCES

GEORGE & MARY KOOMPIN

35-02010A

TOWNSHIP 04S, RANGE 32E, SECTION 28



1320 0 1320 Feet



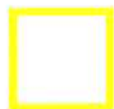
POINT OF DIVERSION



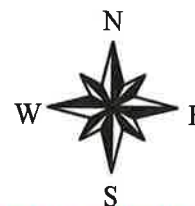
PLACE OF USE



SECTION LINE



QUARTER/QUARTER



ACRES IRRIGATED- 54

GIS PLACE OF USE ILLUSTRATION
1987/1988 NAPP PHOTOGRAPHY
PREPARED BY DAVE CARLSON
09/16/1998

PROFILED

SCANNED
AUG 04 2005

AJ0749NP
No. R35-02010A

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

DATE: 08/26/98
PAGE: 1

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OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	MARY V KOOMPIN	04/09/1908	IRRIGATION	04-01 10-31	1.08 CFS	
C	GEORGE KOOMPIN					
	992 S 2200 W					
	STERLING ID 83210					
	(208) 328-2288					
				TOTAL DIVERSION:	1.08 CFS	

Water Source: UNNAMED STREAM Tributary to: SNAKE RIVER Stage: LICENSE

Point(s) of Diversion: T04S R32E S29 NESESW BINGHAM County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE					
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM
04S	32E	28	:											17	37					:	54.0
																				TOTAL ACRES	54.0

POU County: BINGHAM

Conditions of Approval:

- C05 - RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO
- SECTION 42-1425, IDAHO CODE.
- C03 - RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION
- PURSUANT TO SECTION 42-1425, IDAHO CODE.

Remarks: EXP SOURCE IS ALSO KNOWN AS ALKALI CREEK

Dates: Exam Made Date: 09/29/1992 Verified Date: Objection Filed Date:

Misc: Water District Number: 01 Field Inspection Flag:
Presumption Flag: C

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AUG 04 2005

PROTECTED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

13:46:25
10/11/91

PAGE: 1
GENERAL INFORMATION

CLAIM NUMBER: A35-12010A

LAST: KOOPIN
ADDRESS: 992 SOUTH 2200 WEST
CITY: STERLING
PHONE NUMBER: 208-328-2288

FIRST: MARY V
STATE: ID ZIP: 83210

OWNER CODE: C

LAST: KOOPIN
ADDRESS: 992 SOUTH 2200 WEST
CITY: STERLING
PHONE NUMBER: 208-328-2288

FIRST: GEORGE
STATE: ID ZIP: 83210

OWNER CODE: C

FIELD EXAM REQUIRED?

DATABASE
Y

FIELD
EXAMINER

VERIFICATION REQUIRED DUE TO REMARKS?

CLAIM REMARKS: THIS RIGHT COMBINES TWO SPLITS OF LICENSE 35-02010 SPLIT A FOR 35
ACRES AND A PORTION OF SPLIT X FOR 19 ACRES.

CONTACT PERSON: _____

DATE OF FIELD EXAM: 9/29/92

APPOINTMENT MADE: Y() N()

PHONE NUMBER: () - -

TIME: : A() P()

ACCOMPANIED BY: _____

PHONE NUMBER: () - -

RELATIONSHIP TO CLAIMANT: _____

DIRECTIONS TO PROPERTY / REMARKS:

field Exam

A. AJ CLAIM # A35-02010A PRIORITY DATE: 04-09-1908

STAGE: DL

B. HR RECORD: # 35-02010A PRIORITY DATE: 04-09-1908

STAGE: L

C. FIELD EXAM REQUIRED?

DATABASE
N

FIELD
EXAMINER

DUE TO PRIORITY DATE DISCREPANCY? (Y/N)

ARE THERE OBVIOUS REASONS TO QUESTION THE PRIORITY DATE CLAIMED? Y() N(X)
IF YES EXPLAIN.

REMARKS: _____

RECOMMENDED PRIORITY DATE:
04-09-1908

REVIEWED BY DC

DATE 9/29/92

A. AJ CLAIM POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
A35-02010A	04S	32E	29	NE	SE	SW		BINGHAM

OTHER AJ CLAIMS WITH SAME AJ POD
A PREFIX R PREFIX
A35-10592 R35-10592

WR RECORDS IN SAME 40 ACRE TRACT
NONE

SOURCE: ALKALI CREEK

TRIB: SNAKE RIVER

B. WR POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
35-02010A	04S	32E	29		SE	NW		BINGHAM

OTHER WR RECORDS WITH SAME WR POD

AJ CLAIMS IN SAME 40 ACRE TRACT
A PREFIX R PREFIX
NONE NONE

35-02010B
35-02010X

SOURCE: ALKALI CREEK

TRIB: SNAKE RIVER

C. FIELD EXAM REQUIRED?

DUE TO POD DISCREPANCY? (Y/N)
DUE TO SOURCE DISCREPANCY? (Y/N)

DATABASE
Y
N

FIELD EXAMINER

REMARKS:

003

Pod is ok

Source: unnamed stream

POD - Alkali Creek

RECOMMENDED POINT(S) OF DIVERSION AND SOURCE:		TWP. RGE. SEC.		SOURCE: ALKALI CREEK		REVIEWED BY: <i>DC</i>	
1/4 1/4		---		---		---	
1/4 1/4		---		---		---	
LOT		---		---		---	
COUNTY		---		---		---	
DATE: 9/29/95		---		---		---	
TRIB: SNAKE RIVER		---		---		---	

A. ROOT WATER RIGHT NUMBERS: A35-02010A

B. POB LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	MR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
04S	32E	28	NW	SW		KOOMPIN, MARY V	A35-02010A /35.0	35-02010A /10.0	37.0	37	
04S	32E	28	NE	SW		KOOMPIN, MARY V	A35-02010A /19.0	35-02010A /15.0	25.0	17	
TOTAL ACRES							A35-02010A 54.00	25.00	62.00		

ARE IRRIGATED ACRES FOUND IN TRACTS OTHER THAN INDICATED ABOVE, Y() N(X)

C. FIELD EXAM REQUIRED?

DUE TO POB DISCREPANCY? (Y/N)

DATABASE
Y

FIELD
EXAMINER

PRESUMPTION FLAG: C05

REMARKS:

RECOMMENDATIONS:

TOTAL ACRES: 54

REVIEWED BY: DAVE CARLSON

DATE: 9/29/02

A. AJ CLAIMED USES:

PURPOSES	MONTH/DAY	DIVERSION QUANTITY
A35-02010A IRRIGATION	FROM 04-01 TO 11-01 10/31	1.080 CFS
TOTAL DIVERSION RATE/VOLUME CLAIMED		1.080 CFS

B. WR RECORDED USES:

PURPOSES	MONTH/DAY	DIVERSION QUANTITY
35-02010A IRRIGATION	FROM TO	.740 CFS
35-02010A DOMESTIC	FROM TO	.740 CFS
TOTAL DIVERSION RATE/VOLUME CLAIMED		.740 CFS

PRESUMPTION FLAG:

C. FIELD EXAM REQUIRED?

	DATABASE	FIELD EXAMINER
DUE TO WATER-USE DISCREPANCY? (Y/N)	Y	---
DUE TO DIVERSION RATE DISCREPANCY? (Y/N)	Y	---
DUE TO PERIOD FROM/TO DISCREPANCY? (Y/N)	Y	---

D. PERIOD OF USE:

RECOMMEND AS CLAIMED? Y() N()

RECOMMEND TO WR STANDARDS OR OTHER? Y() N() EXPLAIN IN REMARKS, BELOW.

REMARKS:

A. DOES DIVERSION RATE CLAIMED AGREE WITH EXISTING RECORDS?

Y(☒) N(☐)

AJ TOTAL CLAIMED DIVERSION RATE: 1.980 CFS
WR ROOT RIGHT TOTAL DIVERSION RATE: 0.740 CFS

*** IF NO OR IF STATUTORY CLAIM OR BENEFICIAL USE THEN FLOW MEASUREMENT REQUIRED. ***

** IF AN AMOUNT SMALLER THAN THE ORIGINAL DIVERSION RATE IS **

** CLAIMED AND AN EXAM IS NOT REQUIRED, EXPLAIN IN REMARKS. **

FLOW MEASUREMENT REQUIRED?

FIELD

DUE TO STAGE OR DIVERSION RATE DISCREPANCY? (Y/N)

DATABASE EXAMINER
Y

B.

FLOW MEASUREMENT

MEASUREMENT METHOD _____, SEE ATTACHED CALCULATIONS.

C. ARE OTHER WATER RIGHTS USED? Y(☐) N(☐) IF YES COMPLETE OVERLAP REVIEW.

OTHER RIGHTS LISTED IN CLAIM: NONE

NO CLAIMS FOUND WITH SAME POB AND IRRIGATION USAGE

NO RIGHTS WITH SAME POB BUT NOT USED FOR IRRIGATION

D.

RATE/VOLUME CALCULATIONS: (IRRIGATION)

1A. IRRIGATION RATE

ACRES _____ X 0.02 CFS/ACRE = _____ CFS
(TAKEN FROM P/U REVIEW)

1B. CALCULATIONS

DOES AMOUNT CLAIMED EXCEED 0.02 CFS/ACRE? Y() N()

IF YES ADDITIONAL WATER USE FORM FILED AND ATTACHED? Y() N()

2. IRRIGATION CONSUMPTIVE USE

CLAIMED CONSUMPTIVE USE = _____ AF/A

ACRES 54 X CONSUMPTIVE VOL. AF/A FOR AREA 3 =

TOTAL CONSUMPTIVE USE 162 AF/A

3. IRRIGATION DIVERSION VOLUME

CLAIMED DIVERSION VOLUME = _____ AF/A

ACRES _____ X DIVERSION VOL. AF/A FOR AREA _____ =

TOTAL DIVERSION VOLUME _____ AF/A

4. CALCULATIONS FOR USES OTHER THAN IRRIGATION:

SEE ATTACHED SHEET? Y() N()

REMARKS: (INCLUDE LIMITATIONS ON CONSUMPTIVE USE FOR COMBINED RIGHTS.)

CLAIM NUMBER: A35-12019A

RECOMMENDATIONS:

REF.
PURPOSES

TRA

FORM FOR THIS RIGHT

RECEIVED BY:

29

REC. PERIOD
FROM TO

15/01 1A

REC. BY RATE OF 5

1.08
EXAMINER DATABASE

REC-238

EXAMINER DATABASE

REC. CONS. USE

DATA BASE EXAMINER

DATE:

25/2/6

A. CHECK ONLY THE FOLLOWING THAT APPLY:

	ACCEPTED AS CLAIMED	NEEDS REVIEW
OWNERSHIP	(X)	()
FORFEIT/ABANDON	(X)	()
ADDITIONAL DEV. AMOUNT	(X)	()

B. SPLIT WATER RIGHT REVIEW

ROOT WATER RIGHT NUMBER: 35-02010

TOTAL DIVERSION RATE OF WR SPLITS DATABASE 2.230 EXAMINER CFS

SPLITS:

OLD RIGHT NUMBERS	CURRENT CLAIM NUMBERS	DIVERSION RATE	CURRENT "R" CLAIM NUM.	"R" DIV. RATE	WR RIGHT NUMBERS	DIVERSION RATE
A35-10592	A35-02010A	1.080	-	-	-	-
-	-	-	-	-	35-02010	-
-	-	-	-	-	35-02010A	1.740
-	-	-	-	-	35-02010B	1.760
-	-	-	-	-	35-02010X	1.730
TOTAL CFS		1.080				2.230

DIVERSION RATE REVIEW

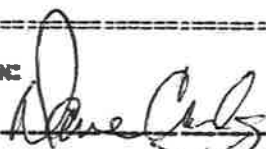
DO THE SUM CFS RATE OF THE SPLITS EQUAL THE ROOT RIGHT CFS RATE? (Y/N)
IF NO, IS THE WRITTEN REVIEW SHEET ATTACHED? (Y/N)

DATABASE N FIELD EXAMINER

REMARKS:

AUTHENTICATION:

SIGNATURE:



DATE:

9/29/92

NAME OF FIELD EXAMINER:

DAVE CARLSON

TITLE:

WA

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

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QUICKLOOK INFORMATION

CLAIM NUMBER: A35-92010A

WR ELEMENT	FIELD EXAM Y/N	CORRESPONDENCE SENT/RECEIVED BY WHOM/DATE	FIELD EXAM BY WHOM/DATE	CHANGE CLAIM Y/N	VERIFIED BY CODE	COMPLETED REVIEW WHOM/DATE	COMPLETED DATA ENTRY WHOM/DATE	VERIFIED DATE WHOM/DATE
PRIORITY DATE								
POINT OF DIV	Y		Scgkz	N				
SOURCE								
PLACE OF USE	Y			Y				
DIV. AMOUNT CFS/VOLUME	Y			N				
CONSUMPTIVE USE	-							
PURPOSES	Y			N				
PERIOD OF USE	Y			Y				
BASIS OF CLAIM	Y			Yes				
REMARKS	Y			N				

"VERIFIED BY" CODES

TOPD MAP/ORTHOPHOTO = 1
RSCS MAP = 2
WATERMASTER RECORDS = 3
AAPP PHOTOS = 4
FIELD EXAM = 5
OTHER (SEE REMARKS) = 6

THESE CODES ARE USED TO INDICATE HOW THE FIELD EXAMINER VERIFIED THE INFORMATION
USED FOR THIS FIELD EXAMINATION. INDICATED ARE ALL CODES WHICH APPLY.

A35-02010A
Richard
HARRY V KOOMPIN
Cheney
GEORGE KOOMPIN

992 SOUTH 2200 WEST
STERLING

ID 83210



10592

A- 0.74

35.0

29(SE NW)

B- 0.76

X-

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AUG 04 2005

1082
1674

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State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr. Ste. A, Idaho Falls, Idaho 83402

Phone: (208) 525-7171 FAX: (208) 525-7177 www.idwr.state.id.us/idwr/idwrhome.htm

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

January 11, 1999

RICHARD KOOMPIN
CHERYL HAMILTON-KOOMPIN
2229 W 1000 S
STERLING ID 83210

RE: NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP
NOTICE OF CLAIM TO A WATER RIGHT 35-02010A, 35-02029,
35-10588

Dear Mr. & Mrs. Koompin:

The request for Change of Water Right Ownership concerning the above-referenced Notice of Claim has been processed and the Department's records updated to reflect you as the new claimant.

The enclosed report shows this change along with the elements of the water right being claimed. Please review this report and contact this office if there are corrections or questions.

Please keep this report for your records.

Respectfully yours,

Jennifer Hoagland
Technical Records Specialist

Enclosure

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AUG 04 2005

DELOG GT 1-7-99

RECEIVED

STATE OF IDAHO

IDAHO DEPARTMENT OF WATER RESOURCES

JAN 07 1999

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Department of Water Resources
Eastern Region

Please print or type. Attach pages with additional information. Instructions are on the back of this page.

Incomplete forms will be returned.

1. Water Right Number(s) OK A+R
 Adjudication Claim Number(s) 35-02010A, 35-02029, 35-10588 - P.D. OK A+R OK

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

A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.

AND

B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s) Mary V. Koempin, George Koempin
992 S. 3200 St., Sterling, Id. 83210

4. New Owner/Claimant(s) Richard Koempin & Cheryl Hamilton-Koempin
 Name connector (Check one): ☐ AND, ☐ OR, ☐ AND/OR
 New Mailing Address 2329 St. 1000 St.

City, State and ZIP Code Sterling, Idaho 83210

New Telephone Number (208) 328-3286

5. Date you acquired the property 19 April 1994

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres actually irrigated _____ Number and type of stock _____

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

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner/Claimant(s) Richard Koempin Date 1/3/99
Cheryl Hamilton-Koempin Date 1/5/99

(Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)

8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

AUG 04 2005

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435319

RE-RECORDED TO CORRECT
LEGACODESCRIPTIONRECORDED AT THE REQUEST OF
FEE 24.00 SEP 24

'95 JUN 9 PM 2 34

'95 SEP 5 PM 3 45

REAL ESTATE CONTRACT

RECORDED AT THE REQUEST OF Cheryl N. N. N.

RECORDED AT THE REQUEST OF

FIRST AMERICAN TITLE

THIS CONTRACT, MADE AND ENTERED INTO as of this 19th day of April, 1994, by and between MARY V. KOOMPIN, a widow, of Aberdeen, Bingham, Idaho, who are hereinafter referred to as "Vendor"; and RICHARD KOOMPIN and CHERYL KOOMPIN, husband and wife, of Sterling, Idaho, who are hereinafter referred to as "Purchaser",

WITNESSETH:

For and in consideration of the mutual covenants and agreements hereinafter contained, to be kept and performed by the parties hereto, Vendor hereby agrees to sell to Purchaser and Purchaser covenants and agrees to purchase from Vendor, Vendor's right, title, and interest in the real property situate in the County of Bingham, State of Idaho, listed and described on Exhibit "A" attached and incorporated hereto, together with all groundwater and surface water rights appurtenant to said land.

That the real property described above and the purchase price hereinafter set out has been established by an "ingross" method rather than as a specific sale by the acre, and the Purchaser receives the real property encompassed within the foregoing description in exchange for the purchase price hereinafter set out.

PURCHASE PRICE: It is agreed by and between the parties hereto that the purchase price of the property described in this contract being sold by Vendor to the Purchaser and being purchased from Vendor by the Purchaser amounts to the total sum of ONE HUNDRED SIXTY FIVE THOUSAND DOLLARS (\$165,000.00), together with interest on that part of the purchase price remaining from time to time unpaid at the rate of five percent (5%) per annum from May 1, 1994.

The \$165,000 plus accrued interest from May 1, 1994 shall be paid in twenty (20) equal amortized payments of \$13,241.25 each. That the first said payment of \$13,241.25 each shall be paid on the 1st day of May, 1995, and a like payment shall be due and payable on the 1st day of each and every May thereafter until the entire unpaid principal balance and all accrued interest has been fully paid and discharged.

All payments shall be first applied to accrued interest and the balance to the reduction of principal as of the date of payment.

Int. - 4, 91, 125 - Prim. 8250

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PREPAYMENT: The parties agree that the Purchaser may prepay any portion or all of the unpaid balance hereof at anytime without penalty.

WAIVER OF TRUTH AND LENDING REQUIREMENTS: Purchaser understands that Vendor is not in the business of selling real estate on a credit basis on a regular basis and is exempt from all federal and state disclosure requirements. Both Vendor and Purchaser agree to waive any applications of either of these laws to this transaction and consent to the closing without formal disclosures being provided either party under the aforementioned laws.

TAXES AND ASSESSMENTS: Vendor agrees to pay and discharge any and all taxes or lawful assessments levied or assessed against the above-described property for the year 1993 and all previous years. Purchaser agrees to pay and discharge all such taxes and assessments for the year 1994 and all subsequent years.

Vendor agrees that Purchaser shall have the right to protest or contest any assessments or levies for taxes and assessments upon the hereinbefore described real and personal property. In the event Purchaser so elects to protest or contest any such taxes or assessments, he shall immediately notify Vendor thereof in writing, and Vendor agrees that so long as Purchaser shall diligently pursue or contest said taxes, that he shall not be in default of this contract for any failure to pay said taxes or assessments pending final determination of said protest or contest upon the condition that Purchaser shall pay all such taxes and assessments immediately upon any final determination that said tax is due.

POSSESSION: Purchaser shall be entitled to the possession of the above described real property on and after May 1, 1994. Thereafter, Purchaser shall have the right to the possession of said property so long as Purchaser shall perform all of the terms and covenants and conditions of this contract.

CONDITION OF PREMISES: Purchaser's and Vendor's agents have made no representations of any material fact concerning the real property described in this contract other than those set out herein. Purchaser further acknowledges that he has had adequate opportunity to inspect and investigate the premises and has made a thorough examination of the same and is relying solely upon his own examination and inspection and is acquiring the property in an "as is" condition.

PROFILE

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RIGHT OF INSPECTION: The Vendor, their agents or attorneys shall have the right at all reasonable times to inspect and examine the property described herein for the purpose of ascertaining whether or not the value thereof is being substantially lessened, diminished, depleted or impaired. If such inspection or examination shall disclose that the value of such property or the property itself is being lessened, diminished, depleted or impaired, such condition shall constitute waste of the premises.

DEFAULT & FORFEITURE: Time is of the essence of this Agreement. Purchaser agrees that should he, (a) fail, refuse or neglect to pay the Vendor the money as it is herein agreed to be paid, (b) fail to pay the taxes and assessments at the time the same shall become due, (c) fail to fulfill any of the remaining covenants and agreements herein contained on his part to be kept and performed, or (d) commit waste upon the premises, and should Purchaser fail to cure any such default within sixty (60) days following receipt of written notice from Vendor specifying said default, then, and in that event, the Vendor may, at his option, forfeit and determine any and all rights of the Purchaser in and to the property hereinabove described, and all monies heretofore paid to the Vendor by the Purchaser shall be retained by the Vendor as prior agreed upon liquidated damages for non-performance of this Agreement and as fair rental of the said premises. Upon a default occurring, Vendor, or their authorized agent, may cause to be prepared a written notice, in duplicate, addressed to Purchaser, calling attention to the matters then in default or on account of which a breach is claimed, and said notices shall be delivered to Purchaser at 2229 West, 1000 S, Sterling, Idaho. Purchaser shall have sixty (60) days from the date of mailing of said notice in which to make good matters in default of which a breach is claimed or to disprove the same. Purchaser agrees that in the event they do not cure the default within the sixty (60) day period the he will cease to have any right, title or interest in and to the said premises, and agrees to promptly surrender peaceable possession and reconvey the premises to Vendor.

FORBEARANCE: It is further expressly understood and agreed that acceptance by Vendor of any installment of the principal or interest, or of payment of any taxes or premiums for insurance, after the same may have been past due or after Purchaser may have defaulted under this contract in any particular whatever, or any forbearance of any kind that

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may be granted or allowed by Vendor to Purchaser under this contract, shall not in any manner nor in anywise be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement of any subsequent default that may be made by Purchaser.

OBLIGATION OF PURCHASER: It is also agreed that Purchaser shall use and occupy the premises as a farm and shall operate the same in a businesslike manner and shall maintain property in at least as good of condition as when possession thereof was received by the Purchaser.

ALLOCATION OF VALUE:

Real Property	\$136,700.00
Fences	\$ -0-
Sprinkler system, corrals buildings, squeeze chute & fences	\$ 28,300.00

OPTION TO PURCHASE: Vendor agrees that excluded from the legal description on Exhibit "A" hereof, is a tract of property upon which her home is situate. Vendor agrees that in the the event she should decide to sell the subject property, which consists of .75 of an acre, more or less, that she will allow purchasers the first option to purchase said property at either a price to be agreed upon between the parties, or by purchaser meeting the highest and best bona fide offer to purchase receive by Vendor from others.

SURVIVAL OF COVENANTS: All covenants and conditions of this contract are intended to survive the delivery by Vendor and acceptance of the Deed by Purchaser.

SEVERANCE AND VALIDITY: In the event any of the provisions of this contract or any portion thereof shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions hereunder shall remain in full force and effect and shall be in no way invalidated thereby.

ATTORNEY'S FEE: In the event of any suit, or proceeding, by either party herein against the other party, in any way arising out of this Agreement or in attempting to enforce any right herein granted, the losing party in any such suit or proceeding, with or without suit, shall pay the prevailing party such sum or sums as the court shall adjudge reasonable in such suit or proceeding for attorney's fees.

GOVERNING LAW: The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho applicable to contract made and performed in that State.

PROFILED

AUG 04 2005

PREPARATION OF CONTRACT: Purchaser acknowledges that this Agreement was prepared by the attorney for Vendor and that the attorney for Vendor did not and does not represent Purchaser in connection with this transaction or the preparation of this Agreement and Purchaser is encouraged to seek independent legal counsel of their choosing to review the same prior to closing.

ASSIGNMENT: Purchaser agrees not to sell, assign, sublease or transfer the real property or improvements being purchased hereunder, or any interest therein, nor shall Purchaser assign or transfer this Agreement or any interest therein to another during the term of this Agreement unless the prior written consent of the Vendor is first obtained.

MAILING OF NOTICE: The notice of default required to be given by Vendor to Purchaser in the event of Purchaser's failure to neglect to perform the terms, covenants, or conditions of this Agreement as hereinabove provided, shall be prepared in duplicate, a copy thereof retained by Vendor and a duplicate original shall be mailed by the attorney for Vendor to the Purchaser and notice shall be deemed to have been given Purchaser as of the date a copy of said notice is mailed to the Purchaser by registered or certified mail duly placed in the United States mails with sufficient postage thereof.

EARLY DELIVERY OF DEED: Vendor agrees that at such time as Purchaser has paid the principal balance down to the sum of \$100,000 or less that she will deliver to Purchaser a Warranty Deed to the Exhibit "A" property upon the condition that Purchaser will continue to otherwise continue his payments and other obligations hereunder to Vendor for the full term hereof, it being understood that Vendor is releasing her legal title to the Purchaser to assist him in improving his secured financial condition without affecting his obligation to continue paying for the property.

Vendor further agrees to provide in her Last Will & Testament that in the event the unpaid principal balance of this contract exceeds \$100,000 at the time of her death, that contract payments will be required to be continued by Purchaser until the principal balance is reduced to \$100,000, at which time the balance of the contract will be forgiven. In the event the contract remaining at the time of her death is \$100,000 or less, Vendor agrees to provide in her Last Will that the balance will be forgiven at her death.

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AUG 04 2005

Vendor agrees that her commitments in this regard are irrevocable and that her obligation and that of her estate will be as set out herein.

COMPLETE AGREEMENT: The parties hereto agree that the terms, conditions, and covenants of this Agreement shall supercede all prior negotiations and agreements, that there are no other agreements not contained in this Agreement, and that this Agreement shall be and is the final expression of agreement between the parties and shall be controlling between the parties. No modification of this Agreement shall be valid unless it is reduced to writing and executed by all parties hereto.

HEIRS AND ASSIGNS: The terms and conditions of this Agreement shall extend to and bind the heirs, successors, administrators, executors, and assigns of the respective parties hereto.

EXECUTION: It is agreed that this Agreement is executed in duplicate, each to have the full force and effect of an original hereof.

CONSTRUCTION: The words, "Vendor" and "Purchaser" and the language of this instrument, where the singular is used shall be construed as plural and be binding equally upon all such Vendors and Purchasers and in the case one or more are females, the masculine shall include the feminine.

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

VENDOR

Mary V. Koompin
MARY V. KOOMPIN

PURCHASER

Richard Koompin
RICHARD KOOMPIN
Cheryl Koompin
CHERYL KOOMPIN

STATE OF IDAHO)
County of Power) ss.

On this 19th day of April, 1994, before me, a Notary Public in and for said State, personally appeared MARY V. KOOMPIN, a widow, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

Don Canales
Notary Public for Idaho
Residing at American Falls, ID



435319

REAL ESTATE CONTRACT - Page 6

PROFILED

SCANNED
AUG 04 2005

STATE OF IDAHO)
) ss.
County of Power)

On this 19th day of April, 1994, before me, a Notary Public in and for said State, personally appeared RICHARD KOOMPIN and CHERYL KOOMPIN, husband and wife, know to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



[Signature]
NOTARY PUBLIC for Idaho
Residing at American Falls, ID

PROFILED

SCANNED

AUG 04 2005

Correct Page 1

Warranty Deed

THIS INDENTURE, Made this 19th day of April,
in the year of our Lord One Thousand Nine Hundred and 94, between Mary H. Koospin
993 South 2300 Street
of Stirling, Idaho 83210, County of Bingham, State of Idaho
the party of the first part, and Richard Koospin and Cheryl Koospin
2329 Street 1000 South
of Stirling, Idaho, County of Bingham, State of Idaho
the parties of the second part:

WITNESSETH: That the said party of the first part, for and in consideration of the sum of \$165,000.00
One hundred sixty five thousand DOLLARS,
lawful money of the United States of America, to her in hand paid by the said parties of the second part, the receipt
whereof is hereby acknowledged
Mary does by these presents, Grant, Bargain, Sell and Convey and Confirm unto said parties
of the second part, and to n/a and assigns forever: All the certain lot,
piece or parcels of land situate, lying and being in the County of Bingham State of Idaho, bounded
and more particularly described as follows, to-wit:

Township 4 South, Range 32 E.B.M., Bingham County, Idaho
Section 28: NW $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$

EXCEPT A portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 28, described as: Beginning
at point on the South line of said Section 28, that is N. 89-52' E. along the Section
line 1825.1 feet from the SW corner of said Section 28, thence N. 27-26' W. 519.5
feet, thence N. 05-03' W. to the North line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 28,
thence Southwesterly to a point that is 210 feet S. of the NW corner of said
SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 28, thence S. to the SW corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ of
said Section 28, thence N. 89-52' E. to the point of beginning.
ALSO EXCEPT that portion deeded for Reservoir.

Section 20: E $\frac{1}{2}$ SE $\frac{1}{4}$ EXCEPT County road right-of-way.

ALSO EXCEPT Commencing at the SE corner of said E $\frac{1}{2}$ SE $\frac{1}{4}$; thence N. along
the W. right-of-way line of Sterling North Road 335.0 feet to the true point of
beginning; thence W. 220.0 feet; thence N. 150.0 feet; thence E. 220.0 feet;
thence S. 150.0 feet to the point of beginning.

Together with all water rights covering above described
land, including, but not limited to, water rights covered by
license # 11402, ID # A35-02029

PROF.

SCANNED

AUG 04 2005

November 20, 1998

NOTICE OF ERROR
REPLY

RECEIVED

JAN 07 1999

change of
ownership
filed
1-8-99
JH

Please type or print clearly, fill out this form completely and mail. **Department of Water Resources
Eastern Region**

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: December 18, 1998

Water right number: 35-02010A

MARY V KOOMPIN
GEORGE KOOMPIN
992 S 2200 W
STERLING ID 83210

Daytime Telephone Number:

Evening Telephone Number:

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: _____ SIGNATURE: _____
Please print your name: _____

IDWR Eastern Regional Office, 900 N. Skyline Drive, Suite A, Idaho Falls, ID 83402-1718, (208) 525-7161

PROFILED

SCANNED
AUG 04 2005

D

April 29, 1991

George Koompin
992 South 2200 West
Sterling, ID 83210

RE: Renumbered Notice

Dear Mr. Koompin:

The Department has changed the identification number for Notice Claim A35-10592. The new number is A35-02010A. We have also modified receipt M003197 to reflect the new number.

A copy of the receipt and the Notice of Claim are enclosed for your records.

Respectfully submitted,

Ernest Carlsen
Water Right Supervisor, Adjudication

EC:sc

Enclosure

FILE: P

MICROFILMED
DEC 09 1992

PROFILE

SCANNED
AUG 04 2005

RECEIPT
For Monies Paid
to the
Idaho Department of Water Resource

Receipt No: M003197

Date: 4/19/1989
Time:

Received
From: KODMPIN. GEORGE

Type of Payment	Program A cct	Amount
ADJUDICATION FEE	410162 9337 6490	284.00

CHECK	288	Total	\$284.00
-------	-----	-------	----------

Water Right Numbers
A35-10589 A35-10588 A35-02010A A35-02029

Renumbered ~~to~~ A35-10592
from:

Region: MOBILE I

Signature:

Harla Coy 4/29/91

PROFILED

SCANNED
AUG 04 2005

MICROFILMED
DEC 09 1992



PROFILE

SCANNED
AUG 04 2005

28
33

Sec 29
NE, SE, SW
Sec 28
ROW: NWSW-35 acres
NE, SW-19 acres

T4S

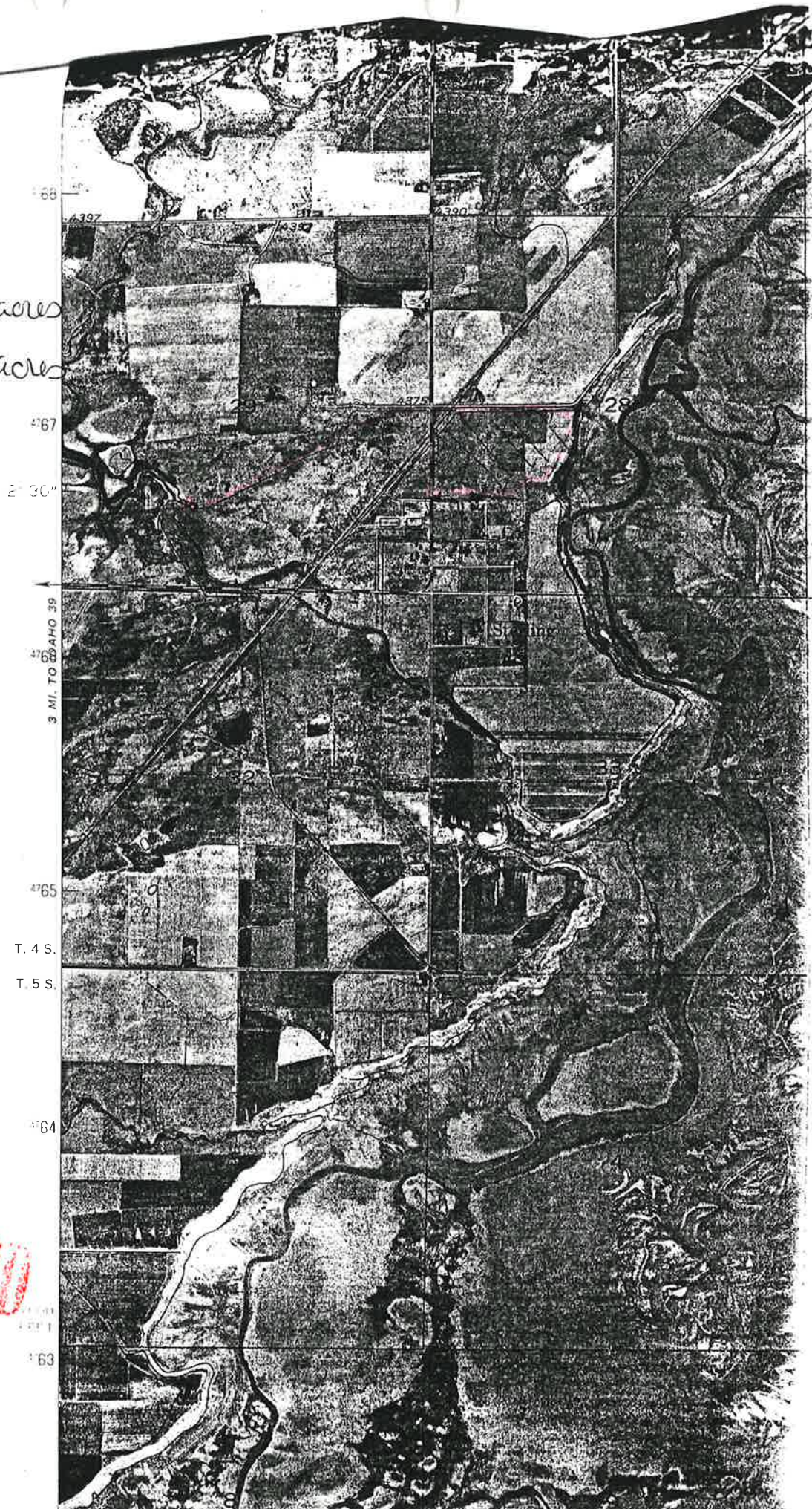
R32E

T5S

PROFILED

SCANNED

AUG 04 2005



Recorded September 8, 1910
(DEAL)

PROHIBITED

State Engineer
D.G. Martin
SCANNED 05 2010
AUG 04 2005

A.D. Nineteen hundred and ten.

WITNESSES, My hand and the seal of my office at Boise, Idaho, this eighth day of September, have for their object the economical use of such water.

of supply, annual or lateral from which such water may be taken, when such rules and regulations which have been or may be adopted from time to time by a majority of users from a common source waters of the state, and subject, also, to the local or community customs, rules and regulations subject, however, to the laws of the state of Idaho applicable to a license for the use of the 4 South of Range 32, East of the Boise Meridian, for the purpose of irrigation and domestic use, and 10 acres in northeast quarter of southwest quarter (SW 1/4) all in section 28, township of southwest quarter (SW 1/4) 10 acres in southeast quarter of southwest quarter (SW 1/4) upon 10 acres in southwest quarter of southwest quarter (SW 1/4) 10 acres in northwest quarter of section 28, township 4 South of Range 32 East of the Boise Meridian, and conducted to and mentioned, to be diverted at a point in the southeast quarter of the northwest quarter (SW 1/4) Bingham, and State of Idaho, or so much thereof as may be necessary for the purposes hereinafter mentioned, to be diverted at a point in the southeast quarter of the northwest quarter (SW 1/4) holder and owner of said form No. 3571, a perpetual right, dating from April 9, 1908, to the use of 1.6 cubic foot per second of the waters of Alkali (or Spring) Creek, in the County of Bingham, and County of Louisa Nugent, of Ota, County of Bingham, State of Idaho, the hereby grant and confirm to LOUISA NUGENT, of Ota, County of Bingham, State of Idaho, I duly made proof of the application to beneficial use of 1.6 cubic foot per second of said water: WITNESSES, on the 1st day of September, A.D. 1910, LOUISA NUGENT, the holder of said permit with date of priority of April 9, 1908, and place of intended use 3 1/16 cubic foot per second of the waters of Alkali (or Spring) Creek stating the completion of work of sufficient capacity for diverting and conveying to the point second of said waters, as evidenced by my Certificate No. 3571, dated April 22, 1910, and duly made proof of the completion of adequate works for the diversion of 3 1/16 cubic foot WITNESSES, on the 2nd day of April, A.D. 1910, LOUISA NUGENT the holder of said permit beneficial use of said water on or before the 11th day of April, A.D. 1911, and therein described on or before the 11th day of April, A.D. 1910, and for the application to for the diversion of said water, and providing for the completion of the works of diversion WITNESSES, on the 11th day of April, A.D. 1908, Permit No. 3571, was issued to said applicant for irrigation and domestic purposes, and for second of the waters of Alkali (or Spring) Creek, County of Bingham, State of Idaho, for State of Idaho, duly made application (No. 5070) to me for a permit to use 3 1/16 cubic foot WITNESSES, on the 9th day of April, A.D. 1908, LOUISA NUGENT, of Ota, County of Bingham, Water License No. 3571

Water License No. 3571

STATE OF IDAHO

Idaho County
Irrigation and Domestic
Permit No. 4/8/1908



SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

RECEIVED
DEC 28 1922
DEPARTMENT OF AGRICULTURE

SCANNED
AUG 04 2005

Scale: 2 inches = 1 Mile. Draw Plan in Ink.

STATE OF IDAHO.

County of Blaine

ss.

and

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 Blaine

that he is a user of water from

in Water District No. 1

County of Blaine State of Idaho; that he has read or heard read the foregoing affidavit and petition of Charles R. Smith 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 9th

day of Aug.

A. D. 1922

Charles R. Smith
Blaine, Idaho

STATE OF IDAHO.

County of

ss.

I, _____

Watermaster of

Water District No. _____

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

authorized; and I hereby endorse my approval of said petition, and request that the Commissioner of

Reclamation 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:

Watermaster, Dist. No. _____

Dated at Blaine

Idaho, this _____

day of _____

1922

PROFE

7-330
35-2010

That he intends to divert and convey said 2.2 cubic feet per second of water to the tract of land last above described in the following manner, to-wit: by a ditch to be constructed

as set forth upon the map herewith; and that no one will be injured by such transfer.

WHEREFOR, Affiant and Petitioner prays that the Commissioner of Reclamation of the State of Idaho issue to him the proper certificate authorizing such transfer, in accordance with the provisions of Section 5582 of the Idaho Compiled Statutes.

Subscribed and sworn to before me this
A. D. 1922

O. E. Nelson
27th
Applicant.
Day of Dec

E. O. Taylor
Notary Public
Idaho

APPLICANT WILL ANSWER THE FOLLOWING QUESTIONS:

From what stream is the water diverted? at the corner of the NW 1/4 Sec 27 T4S R4E

Where is the diversion point located? at the corner of the NW 1/4 Sec 27 T4S R4E

Through what ditch is it now conducted? the same as before

How much land is now irrigated by the water sought to be transferred? about 10 acres

Give the description: in the NW 1/4 Sec 27 T4S R4E

Range 4 East, T4S, R4E, S4E, NW 1/4 Sec 27

What is the total amount of water in inches, or second feet, dedicated to said land? 12.4 cubic ft

What kind of crops are being raised? corn, beans, alfalfa, etc.

How much water per acre is now required to irrigate said land? about 10 inch.

What will be the effect on the land now irrigated, if the use of water on it is discontinued?

about 2 1/2 of the land is in business lots and is

which will not require any water.

Give location of new point of diversion, if change is to be made. the same as before

Through what ditch will it be conducted after transfer? the same as before

How much water will be required per acre to irrigate the land to which this water is transferred?

about 10 inch per acre

Do you claim any other water right for the land from which you seek to abandon the use of this water?

If so, give amount, date and source. No

Is there now any other water right for the land to which you seek to make this transfer? If so, give amount, date and source. No

Signed Shirley T. Smith
By O. E. Nelson Applicant.

Application for Transfer of Water Right

STATE OF IDAHO

County of Blaine

I, John B. Smith, being first duly sworn, depose and say:
That I am the Secretary of the Blaine of Blaine County, Idaho
that he is of lawful age, a citizen
of the United States and of the State of Idaho, and that his office address is

Blaine, Idaho
That it is the owner and using a certain water right bearing date of April 1908
for cubic feet per second waters of

County of Blaine State of Idaho, decreed to
a decree of Judge John B. Smith of the Judicial District of the State of

Idaho in and for the County of Blaine the case of
vs. John B. Smith said decree bearing date of

for obtained by virtue of License No. 252 issued by the State Engineer of the State of Idaho
dated April 1908 bearing date of priority of April 1908

for the purpose of irrigating the following described lands situate lying and being in Water District
No. 1 in the County of Blaine and State of Idaho, to-wit:

Section 29 in Township 4 South of Range 32 East

John B. Smith is representative of
the corporation to whom such right so issued, or has become the owner thereof in the following man-

ner, to-wit: Blaine, Idaho
as per abstract of title of said water right hereto attached and made a part of this statement.

That said waters are now diverted from said stream in the SE 1/4 of the 1/4 of
Section 29 Township 4 Range 32 B. M. and con-

ducted to the above described lands through 1/2 mile
as per map herewith and of this affidavit made a part.

That said and petitioner desires to abandon the use of 16 cubic feet per second
of said water upon the above described land, and to convey and use same upon the following tract,

situate lying and being in the County of Blaine and State of Idaho, to-wit:

The lots and blocks in said Blaine Township situated in the NW 1/4 of
lot of section 29 and the SW 1/4 of lot of section 29 in township 4 south
of range 32 E. B. M.

That his reasons for desiring to make such transfer are as follows: That there is suffi-

cient water in the above mentioned water right to irrigate all the lots
and blocks in Blaine Township, but the water right now stands as to only

the first above described forty acre tract and this application is to
have the water apportioned equally to all of said lots and blocks.

John B. Smith
T-330-N-100
35-2010

RECTIFIED

5E-25

545

556



DETAILED

SEC. 1.



500

SEC.

SECRET

5-10

SEC.

5
7
9

SECRET

SEC

744 SP 343 Rm

45

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

Renumbered - A35-02010A

Ident. Number: ~~A35-10592~~

Date Received: 4/19/1989

Receipt No: *MO03197*

Received By: *AB*

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: GEORGE KOOMPIN 208-328-2288
Address: 992 SOUTH 2200 WEST 83210
STERLING, ID

AND/OR

Name: MARY V. KOOMPIN 208-328-2288
Address: 992 SOUTH 2200 WEST 83210
STERLING, ID

2. Date of Priority: APR 09, 1908

3. Source: ALKALI CREEK Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04S	32E	29	NE	SE	SW		BINGHAM

5. Description of diverting works:
HEADGATE TO DITCHES FLOOD IRRIG.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	1.080		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

A35-10592

Page 1

Date: 04/19/89

PROFILED

SCANNED
AUG 04 2005

MICROFILMED
DEC 09 1992

A3502010A



10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04S	32E	28	NE	SW		IRR	19.0
			NW	SW		IRR	35.0
						Section Acres	54.0
						Total Acres	54.0

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:
NONE

14. Remarks:
THIS RIGHT COMBINES TWO SPLITS OF LICENSE 35-02010 SPLIT A FOR 35 ACRES AND A PORTION OF SPLIT X FOR 19 ACRES.

15. Basis of Claim: BENEFICIAL USE

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AUG 04 2005

MICROFILMED
DEC 09 1992

16. Signature(s)

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

Number of attachments: 3

For Individuals:

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

Signature of Claimant(s): X George Hooper Date: April 19/1989

Date: _____

State of Idaho)
County of Bingham) SS.

Subscribed and sworn (or affirmed) before me this 19th day
of April 19 89 Anna Baumbach
Notary Public

Seal
Residing at Bose Idaho
My Commission Expires 12/7 1994

A35-10592
54 acres

POD: Sec 29

NE, SE, SW

Sec 28

POB: NWSW-35 acres

NE, SW-19 acres

T4S

R32E

T5S

PROFILED

MICROFILMED

DEC 09 1992
SCANNED

AUG 04 2005

