IDAHO DEPARTMENT OF WATER RESOURCES

PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 37-7252A

NAME AND ADDRESS: JAMES WOLFE
1955B S 2400 E
GOODING ID 83330

JULIE WOLFE
1955B S 2400 E
GOODING ID 83303

SOURCE: GROUND WATER TRIBUTARY:

QUANTITY: 3.09 CFS
592.0 AFY

PRIORITY DATE: 07/24/1973

POINT OF DIVERSION:

T06S R16E S7 SWNWNW Lot 1 Within GOODING County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	03/15 11/15	3.090 CFS 592.00 AFY

PLACE OF USE: IRRIGATION Within GOODING County

T06S R15E S12	NENE	40.0	T06S R15E S12	SENE	39.0
T06S R16E S07 Lot 1	NWNW	40.0	T06S R16E S07 Lot 2	SWNW	29.0

148 ACRES TOTAL

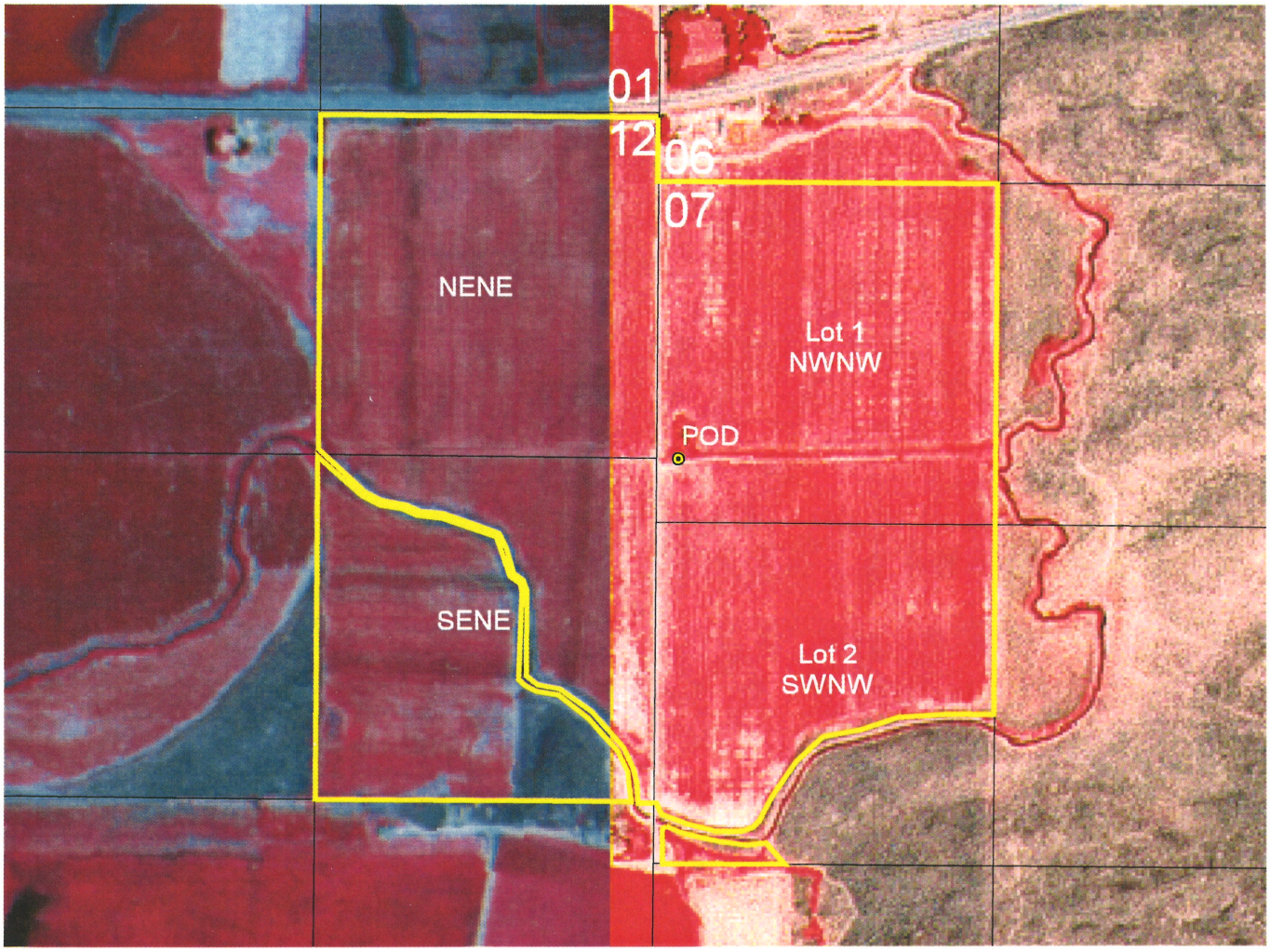
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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: License

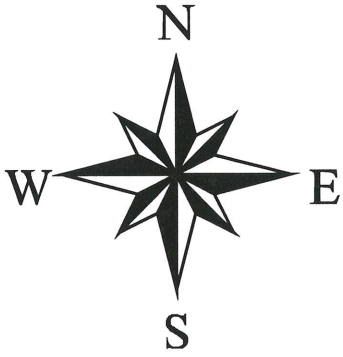
USE OF THIS RIGHT IS COMBINED WITH WATER FROM AMERICAN FALLS RESERVOIR DIST. NO. 2.
USE OF THIS RIGHT IS COMBINED WITH WATER FROM BIG WOOD CANAL CO.

37-7252A



600 0 600 1200 1800 2400 Feet

T06S R15E S12
T06S R16E S07



Map prepared by: Carter Fritschle
Date prepared: 11/13/01
1987-1988 NAPP photography
Idaho Department of Water Resources

37-7252A

NSG POD Data 06S 16E 07 SWNWNW

Legal Description	GPS Site ID	Diversion Name	Meas Option	POD
06S 16E 07 SWNWNW 1	A0005567			700057
Latitude 000:00:	Longitude 000:00:	GPS File	PCC (2)	

Site Visits

Site Visit Date	Site Examiner	Reason	Change Date:
1/1/1997	JMARTIN	Inventory	

Notes: Site visit date not provided

Org = Greenhorn Farms

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 37-7252A
Date Received: 9/2/88
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

JAMES WOLFE Phone: (208)934-5567
1955B S 2400 E
GOODING ID USA 83330

JULIE WOLFE Phone: (208)934-5567
1955B S 2400 E
GOODING ID USA 83303

2. Date of Priority: 07/24/1973

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4	1/4	1/4	Lot	County
06S	16E	7	SW	NW	NW	1	GOODING

5. Description of diverting works:

WELL WITH 150 H.P. PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/15	11/15	3.09	

7. Total Quantity Appropriated is:
3.09 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4	of 1/4	Lot	Use	Acres
06S	15E	12	SE	NE		IRRIGATION	38
			NE	NE		IRRIGATION	40
						Section Acres	78
06S	16E	7	SW	NW	2	IRRIGATION	30
			NW	NW	1	IRRIGATION	40
						Section Acres	70
						Total Acres	148

11. Place of use in counties: GOODING

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

13. Other Water Rights Used:

14. Remarks:

A measuring device of a type approved by this Department shall be maintained as a part of the diverting works.

11/15/99, CHANGED OWNERSHIP: GREENHORN FARMS TO WOLFE, RESULTING IN A SPLIT RIGHT. WOLFE GETS 148 ACRES AND 3.09cfs OF THE ORIGINAL CLAIM AS PER FORM 1409 AND WARRANTY DEEDS REC'D 1/13/99. C.T

ADDRESS CHANGE PER REQUEST RECEIVED 1/10/01. DJ, 1/10/01

15. Basis of Claim: License

State of Idaho
DEPARTMENT OF WATER RESOURCES
1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380
Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

January 10, 2001

James and Julie Wolfe
1955B S 2400 E
Gooding, ID 83330

RE: Snake River Basin Adjudication (SRBA) **Change of Address**
A37-7252A

Dear Claimants:

Thank you for notifying us of your change in address on the above-referenced claim. Our records have been updated and enclosed is a copy of the revised Notice of Claim.

If you have any questions, please feel free to call our office.

Sincerely,

Florence Munzenrieder
SRBA Records Clerk

Enclosure

IDAHO DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION
1341 FILLMORE ST STE 200
TWIN FALLS ID 83301-3380
(208) 736-3033

DIRK KEMPTHORNE
GOVERNOR

KARL J DREHER
DIRECTOR

RECEIVED
JAN 10 2001
Department of Water Resources
Southern Region

CHANGE IN ADDRESS

☐ Water Right Number(s): A37-7252A

☐ Old Mailing Address: 2325A US Hwy 26
Gooding

☐ New Mailing Address: 1955 BS 2400E
Gooding ID 83330

☐ New Telephone Number: (208) 934-5567

☐ Signature of Claimant(s):

Date: 1/10/01

FOR IDWR USE ONLY
Initial Review and Data Entry
Date: 1/10/01 By: DJ
Further Action Needed:

Further Action Taken
Date: By:
Final Review and Data Entry
Date: By:

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: **A37-07252A**
Date Received: 9/ 2/1988
Receipt No: X777777
Received By: V.f.o.k. split right

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

1. Name: JAMES WOLFE 208-934-5567
   Address: 2325A US HWY 26
   GOODING ID 83330
   AND
   Name: JULIE WOLFE 208-934-5567
   Address: 2325A US HWY 26
   GOODING ID 83303

2. Date of Priority: JUL 24, 1973

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4	1/4	1/4	Lot	County
06S	16E	7	SW	NW	NW	1	GOODING

5. Description of diverting works:
   WELL WITH 150 H.P. PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	3.090		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
   NONE

10. Place of Use:

Township	Range	Section	1/4 of 1/4		Lot	Use	Acres
06S	15E	12	NE	NE		IRR	40.0
			SE	NE		IRR	38.0
					Section Acres		78.0
	16E	7	NW	NW	1	IRR	40.0
			SW	NW	2	IRR	30.0
					Section Acres		70.0
					Total Acres		148.0

11. Place of use in counties: GOODING

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

13. Other Water Rights Used:
SHARES IN BIG WOOD CANAL CO.

14. Remarks:
11/15/99, CHANGED OWNERSHIP: GREENHORN FARMS TO WOLFE, RESULTING IN A SPLIT RIGHT. WOLFE GETS 148 ACRES AND 3.09cfs OF THE ORIGINAL CLAIM AS PER FORM 1409 AND WARRANTY DEEDS REC'D 1/13/99. C.T.

15. Basis of Claim: LICENSE

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT
(REGIONAL)

Water Right Number - A37-07252A Prefix Translation: ADJUDICATION CLAIM Old (D) Number -

Last Name	First Name	Address
*** C - CURRENT OWNER ***		
WOLFE	JAMES	1 - 2325A US HWY 26 2 - 3 - City- GOODING State- ID Zip- 83330 Phone - 208-934-5567
WOLFE	JULIE	1 - 2325A US HWY 26 2 - 3 - City- GOODING State- ID Zip- 83303 Phone - 208-934-5567
*** O - ORIGINAL OWNER ***		
GREENHORN FARMS		1 - PO BOX 93 2 - 3 - City- GOODING State- ID Zip- 833300093 Phone - 208-934-8464

Priority Date	Region	Stage	Status
07/24/1973	17 SOUTHERN	L - LICENSE	

Source: GROUNDWATER

Tributary:

Point of Diversion

Twn	Rng	Sec	Tract	Lot	RFlg	County
06S	16E	7	SW NW NW	1	(47)	GOODING

Water Use

Code	Description	Period From	Period To	Diversion Rate	Diversion Volume
01	IRRIGATION	03/15	11/15	3.090	

Total Div. Rate: 3.090
Total Div. Volume:
Total Consumptive Use: 0.0
KW Usage:

Place of Use

Twn	Rng	Sec	Tract	Lot	Acres	Code	Description	County
06S	15E	12	NE NE		40.0	01	IRRIGATION	(47) GOODING
06S	15E	12	SE NE		38.0	01	IRRIGATION	(47) GOODING
06S	16E	7	NW NW	1	40.0	01	IRRIGATION	(47) GOODING
06S	16E	7	SW NW	2	30.0	01	IRRIGATION	(47) GOODING

Total Acres: 148.0

Diversion Means - WELL WITH 150 H.P. PUMP

Non-Irrigation Use - NONE

Water right number - A37-07252A   Prefix Translation: ADJUDICATION CLAIM

+ - - Other Rights for Same Use - SHARES IN BIG WOOD CANAL CO.

+ - Remarks - +

GEN 11/15/99, CHANGED OWNERSHIP: GREENHORN FARMS TO WOLFE, RESULTING IN A SPLIT RIGHT. WOLFE GETS 148 ACRES AND 3.09cfs OF THE ORIGINAL CLAIM AS PER FORM 1409 AND WARRANTY DEEDS REC'D 1/13/99. C.T.

+ - Old Water Right Numbers - +

No Old Water Right Numbers Found

+ - Conditions of Approval - +

R01 - A measuring device of a type approved by this Department shall
- be maintained as a part of the diverting works.

+ - - - - Decree Plaintiff - - - +   + - - - - Decree Defendant - - - +   + - Decree Date - +
00/00/0000

+ -Comments- +

No Comments Found

+ - - Audit Fields - - +
11/18/99 CTIMM

+ - Adjudication Rights Dates and Flags Area - +

Court Report Filing	- 00/00/0000	Field Inspection Made	- 00/00/0000	Civil Case Number	- 39576
Objection Filed Date	- 00/00/0000	Field Inspection Flag	-	Old Case Number	-
Response Filed Date	- 00/00/0000	Verified Date	- 00/00/0000	Old Judicial District	-
Claim Received Date	- 09/02/1988	Last Amended Date	- 00/00/0000	Temporary Right	- P
		Receipt Number	- X777777	Water District	-
		POU Ownership Flag	- Y	Federal/State Indicator	- S
		Name Connector	- AND	Presumption Flag	-
				Notice of Error Flag	-

State of Idaho
DEPARTMENT OF WATER RESOURCES
1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380
Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

November 18, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

JAMES AND JULIE WOLFE
2325A US HWY 26
GOODING ID 83330

RE: OWNERSHIP CHANGE, FOR ADJUDICATION CLAIMS A37-07252A

Claimant(s):

Pursuant to the change in ownership request that has been submitted to the department, we have changed the record of current ownership of the above referenced claim(s) to you. Please find the enclosed copies of the computer record of the claims, noting the change in claimant. Review these records and if there is an error, or if you have any questions, please contact this office.

Sincerely,

Cheryl E. Timm
SRBA Records Clerk

Enclosure

CT:ct

Form 42-248/42-1409(6) February 3, 1997

RECEIVED
JAN 13 1999
Department of Water Resources
Southern Region

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s).: _____

   Adjudication Claim No(s).: A37 07252A (SPLIT)

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 attached to your deed or on file with the county.)

   OR

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

3. Name and Address of Former Owner/Claimant: Greenhorn Farms
   P. O. Box 93, Gooding, ID 83330

4. New Owner/Claimant(s): James & Julie Wolfe
   Name Connector (Check one): [ ] and, [ ] or, [ ] and/or
   New Mailing Address: 2325-A U.S. Highway 26
   City, State and ZIP Code: Gooding, ID 83330
   New Telephone Number: (208) 934-5567

5. Date you acquired the property: 11-16-98

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

   Number of acres you irrigate 148 Number and type of stock _____

   Diversion rate in CFS 3.09 Number of homes _____ Other uses _____

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

7. Signature of New Owner or Claimant(s): James D Wolfe
   Julie D Wolfe

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

8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

O/C SPLIT 11/15/99 CT

RE-RECORDED TO CORRECT GRANTEE'S CURRENT ADDRESS

Order No. **G980327**

WARRANTY DEED

RECEIVED
JAN 13 1999
Department of Water Resources
Southern Region

For Value Received

Greenhorn Farms, an Idaho General Partnership

the grantor(s), do(es) hereby Grant, Bargain Sell, and Convey unto

James D. Wolfe and Julie D. Wolfe, husband and wife

the grantee(s), whose current address is: ~~2325-A U.S. Highway 26~~ 1955 B S. 2400 E., **Gooding, ID 83330**

the following described real estate, situated in **GOODING** County, Idaho, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED THEREIN BY REFERENCE.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated: 11/12/98

Lizabeth Cousins Arkoosh
LIZABETH COUSINS ARKOOSH

177922
STATE OF IDAHO COUNTY OF GOODING
Filed for record at the request of GOODING TITLE & ESCROW
47 min. past 3 o'clock P m. this 13th
of November, 1998. 9.00
By Penny Archibald Deputy

State of IDAHO }
}ss.
County of Gooding }

On this 13th day of NOVEMBER, in the year 1998, before me, the undersigned, a notary public in and for said state personally appeared **LIZABETH COUSINS ARKOOSH,** known or identified to me to be the partners in the partnership of GREENHORN FARMS, a general partnership, and the partner or partners who subscribed said partnership name to the foregoin instrument and acknowledged to me that they executed the same in said partnership name.

WITNESS my hand and official seal.

JARROD T. BALL
NOTARY PUBLIC
STATE OF IDAHO

Notary Public
Residing At: Twin Falls, ID
Commission Expires: 7-25-2002

177937 Re-record
STATE OF IDAHO COUNTY OF GOODING
Filed for record at the request of GOODING TITLE & ESCROW
33 min. past 3 o'clock P m. this 16th
of November, 1998 9.00
By Penny Archibald Deputy

EXHIBIT "A"
G980327

Township 6 South, Range 15 East of the Boise Meridian, Gooding County, Idaho

Section 12: The East one-half of the Northeast quarter;

EXCEPT for a tract of land deeded to the State of Idaho for highway purposes as set forth in Deed recorded June 24, 1965 as Instrument No. 15175, records of Gooding County, Idaho, described as follows:

A parcel of land being on the Southerly side of the centerline of U.S. Highway No. 20-26, Project No. F-2351(3) Highway Survey as shown on the plans thereof, now on file in the office of the Department of Highway of State of Idaho, and being a portion of the Northeast quarter of the Northeast quarter of said Section 12;
Beginning at the Northwest corner of the Northeast quarter of the Northeast quarter of said Section 12, which bears South 0°54'54" West, 27.94 feet from Station 377+83.27 of said U.S. Highway No. 20-26, Project No. F-2351(3) Highway Survey;
Thence South 0°23'54" West along the West line of said Northeast quarter of Northeast quarter, 32.06 feet to a point in a line parallel with and 60.00 feet Southerly from the centerline and bears South 0°54'54" West from Station 377+83.58 of said Highway Survey;
Thence along said parallel line as follows: South 89°05'06" East, 609.61 feet to a point opposite Station 383.93.19 feet of said Highway Survey, Northeasterly along a 5789.58 foot radius curve left (the long chord of which bears North 88°06'41" East, 566.37 feet) an arc length of 566.62 feet to a point in the North line of said Section 12 and bears South 4°41'33" East from Station 389+53.94 of said Highway Survey;
Thence North 89°22'19" West along said North line, 1185.0 feet, more or less, to the Place of Beginning.

AND

continued

RECEIVED
JAN 13 1999
Department of Water Resources
Southern Region

EXHIBIT A
CONTINUED
G980327

Township 6 South, Range 16 East of the Boise Meridian, Gooding County, Idaho

Section 7: Lots 1 and 2:

EXCEPTING THEREFROM the following described tract of land located in Government Lots 2 and 3 of Section 7, Township 6 South, Range 16 East Boise Meridian, Gooding County, Idaho, more particularly described as follows:

Beginning at the Northwest corner of said Section 7;
Thence South 89°52'19" East a distance of 1318.73 feet to the Northeast corner of Lot 1 of said Section 7;
Thence South 00°06'15" West a distance of 2088.95 feet along the Easterly boundary of said Government Lots 1 and 2 to its intersection with the centerline of an irrigation canal and the True Point of Beginning
Thence South 00°06'15" West a distance of 638.25 feet along the Easterly boundary of said Government Lots 2 and 3;
Thence North 77°41'05" West a distance of 655.30 feet;
Thence North 76°48'42" West, a distance of 189.33 feet;
Thence North 49°21'20" West, a distance of 70.01 feet to a point on the projected centerline of said irrigation canal;
Thence Northeasterly along the center of said irrigation canal the following courses and distances:
North 24°48'12" East, a distance of 172.58 feet;
Thence North 29°09'07" East, a distance of 142.01 feet;
Thence North 49°18'21" East, a distance of 87.58 feet;
Thence North 69°10'49" East, a distance of 79.38 feet;
Thence North 76°59'24" East, a distance of 329.73 feet;
Thence South 72°01'10" East, a distance of 115.75 feet;
Thence North 81°37'35" East, a distance of 139.0 feet;
Thence South 60°51'56" East, a distance 31.12 feet to the Easterly boundary of said Government Lot 2 and the True Point Beginning

Including an easement for the purpose of ingress, egress and public utilities over an existing access road which runs easterly from the Westerly boundary of said Lot 2 and 3.

A37-07252

State of Idaho
DEPARTMENT OF WATER RESOURCES
1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380
Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

June 9, 1999

JAMES D WOLFE
JULIE D WOLFE
1955B S 2400 E
GOODING ID 83330

RE: OWNERSHIP CHANGE FOR ADJUDICATION CLAIMS A37-07252

Dear Claimant(s):

Thank you for returning the NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP form. Our records, however, cannot be updated without the required information listed under item 2 of the ownership change form. Specifically, we need a copy of your Farm Service Agency Aerial Photo (see item 2. C.).

Enclosed is your original ownership change form. Please attach the required information and return the entire packet in the enclosed self-addressed envelope. As soon as this information is received, our records will be updated and you will be notified by mail that the change has been completed.

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

Sincerely,

Cheryl E. Timm
SRBA Records Clerk

enc.

AJ5809NP | IDAHO DEPARTMENT OF WATER RESOURCES | DATE: 11/12/98
No.-A37-07252— | ADJUDICATION CLAIM PROFILE REPORT | PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM	USE PERIOD TO	DIVERSION RATE	DIVERSION VOLUME
C	GREENHORN FARMS PO BOX 93 GOODING ID 833300093 (208) 934-8464	07/24/1973	IRRIGATION	03-15	11-15	3.30 CFS TOTAL DIVERSION: 3.30 CFS	CONSUMPTIVE USE: 474.00 AFA

Water Source: GROUNDWATER Tributary to: Stage: LICENSE

Point(s) of Diversion: T06S R16E S07 Lot01(SWNWNW) GOODING County

Place of use Legal Description for: IRRIGATION

	NE				NW				SW				SE				
	NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	
T R S	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	SUM
06S 15E 12	40 Wolfe			38													78.0
06S 16E 6	-Wood/										07-10						10.0
06S 16E 7	Wolfe					01-40	02-30										70.0
																TOTAL ACRES	158.0

POU County: GOODING

Non-Irrigation Uses: NONE

Other Rights: SHARES IN BIG WOOD CANAL CO.

Other Water Rights Listing Overlapping Place(s) of Use:
A01-00006 A37-0086722 A37-0086726 A37-13043

Conditions of Approval:
R01 - A measuring device of a type approved by this Department shall
- be maintained as a part of the diverting works.

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

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

RECEIVED
JAN 13 1999
Department of Water Resources
Southern Region

RE-RECORDED TO COI CT GRANTEE'S CURRENT ADDRESS

Order No. **G980327**

WARRANTY DEED

RECEIVED
JAN 13 1999
Department of Water Resources
Southern Region

For Value Received

Greenhorn Farms, an Idaho General Partnership

the grantor(s), do(es) hereby Grant, Bargain Sell, and Convey unto

James D. Wolfe and Julie D. Wolfe, husband and wife

the grantee(s), whose current address is: ~~2325 N U.S. Highway 26~~ 1955 B S. 2400 E., **Gooding, ID 83330**

the following described real estate, situated in **GOODING** County, Idaho, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED THEREIN BY REFERENCE.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated: 11/12/98

Sheri Prescott-Arkoosh
SHERI PRESCOTT-ARKOOSH

177923
STATE OF IDAHO COUNTY OF GOODING
GOODING TITLE & ESCROW
Filed for record at the request of
48 min. past 3 o'clock P m. this 13th
of November 19 98 9.00
By Penny Archibald Deputy

State of IDAHO }
}ss.
County of Gooding }

On this 13th day of NOVEMBER, in the year 1998, before me, the undersigned, a notary public in and for said state personally appeared **SHERI PRESCOTT-ARKOOSH,** known or identified to me to be the partners in the partnership of GREENHORN FARMS, a general partnership, and the partner or partners who subscribed said partnership name to the foregoin instrument and acknowledged to me that they executed the same in said partnership name.

WITNESS my hand and official seal.

JARED R. HALL NOTARY PUBLIC STATE OF IDAHO

Notary Public
Residing At: Twin Falls, ID
Commission Expires: 7-25-2002

177938 Re-record
STATE OF IDAHO COUNTY OF GOODING
GOODING TITLE & ESCROW
Filed for record at the request of
34 min. past 3 o'clock P m. this 16th
of November 19 98 9.00
By Penny Archibald Deputy

EXHIBIT "A"
G980327

Township 6 South, Range 15 East of the Boise Meridian, Gooding County, Idaho

Section 12: The East one-half of the Northeast quarter;

EXCEPT for a tract of land deeded to the State of Idaho for highway purposes as set forth in Deed recorded June 24, 1965 as Instrument No. 15175, records of Gooding County, Idaho, described as follows:

A parcel of land being on the Southerly side of the centerline of U.S. Highway No. 20-26, Project No. F-2351(3) Highway Survey as shown on the plans thereof, now on file in the office of the Department of Highway of State of Idaho, and being a portion of the Northeast quarter of the Northeast quarter of said Section 12;
Beginning at the Northwest corner of the Northeast quarter of the Northeast quarter of said Section 12, which bears South 0°54'54" West, 27.94 feet from Station 377+83.27 of said U.S. Highway No. 20-26, Project No. F-2351(3) Highway Survey;
Thence South 0°23'54" West along the West line of said Northeast quarter of Northeast quarter, 32.06 feet to a point in a line parallel with and 60.00 feet Southerly from the centerline and bears South 0°54'54" West from Station 377+83.58 of said Highway Survey;
Thence along said parallel line as follows: South 89°05'06" East, 609.61 feet to a point opposite Station 383.93.19 feet of said Highway Survey, Northeasterly along a 5789.58 foot radius curve left (the long chord of which bears North 88°06'41" East, 566.37 feet) an arc length of 566.62 feet to a point in the North line of said Section 12 and bears South 4°41'33" East from Station 389+53.94 of said Highway Survey;
Thence North 89°22'19" West along said North line, 1185.0 feet, more or less, to the Place of Beginning.

AND

continued

RECEIVED
JAN 13 1999
Department of Water Resources
Southern Region

EXHIBIT A
CONTINUED
G980327

Township 6 South, Range 16 East of the Boise Meridian, Gooding County, Idaho

Section 7: Lots 1 and 2:

EXCEPTING THEREFROM the following described tract of land located in Government Lots 2 and 3 of Section 7, Township 6 South, Range 16 East Boise Meridian, Gooding County, Idaho, more particularly described as follows:

Beginning at the Northwest corner of said Section 7;
Thence South 89°52'19" East a distance of 1318.73 feet to the Northeast corner of Lot 1 of said Section 7;
Thence South 00°06'15" West a distance of 2088.95 feet along the Easterly boundary of said Government Lots 1 and 2 to its intersection with the centerline of an irrigation canal and the True Point of Beginning
Thence South 00°06'15" West a distance of 638.25 feet along the Easterly boundary of said Government Lots 2 and 3;
Thence North 77°41'05" West a distance of 655.30 feet;
Thence North 76°48'42" West, a distance of 189.33 feet;
Thence North 49°21'20" West, a distance of 70.01 feet to a point on the projected centerline of said irrigation canal;
Thence Northeasterly along the center of said irrigation canal the following courses and distances:
North 24°48'12" East, a distance of 172.58 feet;
Thence North 29°09'07" East, a distance of 142.01 feet;
Thence North 49°18'21" East, a distance of 87.58 feet;
Thence North 69°10'49" East, a distance of 79.38 feet;
Thence North 76°59'24" East, a distance of 329.73 feet;
Thence South 72°01'10" East, a distance of 115.75 feet;
Thence North 81°37'35" East, a distance of 139.0 feet;
Thence South 60°51'56" East, a distance 31.12 feet to the Easterly boundary of said Government Lot 2 and the True Point Beginning

Including an easement for the purpose of ingress, egress and public utilities over an existing access road which runs easterly from the Westerly boundary of said Lot 2 and 3.

RE-RECORDED TO (RECT GRANTEE'S CURRENT ADDRESS

Order No. **G980327**

WARRANTY DEED

RECEIVED
JAN 13 1999
Department of Water Resources
Southern Region

For Value Received

Greenhorn Farms, an Idaho General Partnership

the grantor(s), do(es) hereby Grant, Bargain Sell, and Convey unto

James D. Wolfe and Julie D. Wolfe, husband and wife

the grantee(s), whose current address is: ~~12325 N U.S. Highway 26,~~ 1955 B S. 2400 E. **Gooding, ID 83330**

the following described real estate, situated in **GOODING** County, Idaho, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED THEREIN BY REFERENCE.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated: 11/10/98

JAMES ELIAS ARKOOSH

GEORGE FRANCIS ARKOOSH, II

JOSEPH THOMAS ARKOOSH

177936 Re-record
STATE OF IDAHO COUNTY OF GOODING
Filed for record at the request of GOODING TITLE & ESCROW
32 min. past 3 o'clock P m. this 16th
of November, 1998 9.00
By Penny Archibald Deputy

State of IDAHO }
}ss.
County of Gooding }

On this 10th day of NOVEMBER, in the year 1998, before me, the undersigned, a notary public in and for said state personally appeared **JAMES ELIAS ARKOOSH, GEORGE FRANCIS ARKOOSH II, AND JOSEPH THOMAS ARKOOSH,** known or identified to me to be the partners in the partnership of GREENHORN FARMS, a general partnership, and the partner or partners who subscribed said partnership name to the foregoin instrument and acknowledged to me that they executed the same in said partnership name.

WITNESS my hand and official seal.

JARROD T. BALL NOTARY PUBLIC STATE OF IDAHO

Notary Public
Residing At: Twin Falls, ID
Commission Expires: 7-25-2002

177924
STATE OF IDAHO COUNTY OF GOODING
Filed for record at the request of GOODING TITLE & ESCROW
46 min. past 3 o'clock P m. this 13th
of November, 1998 9.00
By Penny Archibald Deputy

EXHIBIT "A"
G980327

Township 6 South, Range 15 East of the Boise Meridian, Gooding County, Idaho

Section 12: The East one-half of the Northeast quarter;

EXCEPT for a tract of land deeded to the State of Idaho for highway purposes as set forth in Deed recorded June 24, 1965 as Instrument No. 15175, records of Gooding County, Idaho, described as follows:

A parcel of land being on the Southerly side of the centerline of U.S. Highway No. 20-26, Project No. F-2351(3) Highway Survey as shown on the plans thereof, now on file in the office of the Department of Highway of State of Idaho, and being a portion of the Northeast quarter of the Northeast quarter of said Section 12;
Beginning at the Northwest corner of the Northeast quarter of the Northeast quarter of said Section 12, which bears South 0°54'54" West, 27.94 feet from Station 377+83.27 of said U.S. Highway No. 20-26, Project No. F-2351(3) Highway Survey;
Thence South 0°23'54" West along the West line of said Northeast quarter of Northeast quarter, 32.06 feet to a point in a line parallel with and 60.00 feet Southerly from the centerline and bears South 0°54'54" West from Station 377+83.58 of said Highway Survey;
Thence along said parallel line as follows: South 89°05'06" East, 609.61 feet to a point opposite Station 383.93.19 feet of said Highway Survey, Northeasterly along a 5789.58 foot radius curve left (the long chord of which bears North 88°06'41" East, 566.37 feet) an arc length of 566.62 feet to a point in the North line of said Section 12 and bears South 4°41'33" East from Station 389+53.94 of said Highway Survey;
Thence North 89°22'19" West along said North line, 1185.0 feet, more or less, to the Place of Beginning.

AND

continued

RECEIVED
JAN 13 1999
Department of Water Resources
Southern Region

EXHIBIT A
CONTINUED
G980327

Township 6 South, Range 16 East of the Boise Meridian, Gooding County, Idaho

Section 7: Lots 1 and 2:

EXCEPTING THEREFROM the following described tract of land located in Government Lots 2 and 3 of Section 7, Township 6 South, Range 16 East Boise Meridian, Gooding County, Idaho, more particularly described as follows:

Beginning at the Northwest corner of said Section 7;
Thence South 89°52'19" East a distance of 1318.73 feet to the Northeast corner of Lot 1 of said Section 7;
Thence South 00°06'15" West a distance of 2088.95 feet along the Easterly boundary of said Government Lots 1 and 2 to its intersection with the centerline of an irrigation canal and the True Point of Beginning
Thence South 00°06'15" West a distance of 638.25 feet along the Easterly boundary of said Government Lots 2 and 3;
Thence North 77°41'05" West a distance of 655.30 feet;
Thence North 76°48'42" West, a distance of 189.33 feet;
Thence North 49°21'20" West, a distance of 70.01 feet to a point on the projected centerline of said irrigation canal;
Thence Northeasterly along the center of said irrigation canal the following courses and distances:
North 24°48'12" East, a distance of 172.58 feet;
Thence North 29°09'07" East, a distance of 142.01 feet;
Thence North 49°18'21" East, a distance of 87.58 feet;
Thence North 69°10'49" East, a distance of 79.38 feet;
Thence North 76°59'24" East, a distance of 329.73 feet;
Thence South 72°01'10" East, a distance of 115.75 feet;
Thence North 81°37'35" East, a distance of 139.0 feet;
Thence South 60°51'56" East, a distance 31.12 feet to the Easterly boundary of said Government Lot 2 and the True Point Beginning

Including an easement for the purpose of ingress, egress and public utilities over an existing access road which runs easterly from the Westerly boundary of said Lot 2 and 3.

GOODING COUNTY

Hwy. Dist. 1 City

Sch. Dist. 231 Cem. Dist. GOODING

Fire Dist. GOODING

Sec. 7 Twp. 6 Rng. 16

This map is given for informational purposes only - no assurances are made as to the actual footages and boundaries ~~reflected herein~~.

GOODING TITLE & ESCROW COMPANY

06S 16E 07

TX. code 5
Wood's

639.72
480.00

LOT 1 3000
39.98

0000

DEPT. OF Interior

GREENHORN

LOT 2
39.95

FARMS

BLM

329.73 115.75 167.14
79.38
87.58
142.01
172.58
20.01
189.23
655.30
657.40

LOT 3 5900
39.91

JAMES D. +

LOT 4
39.58

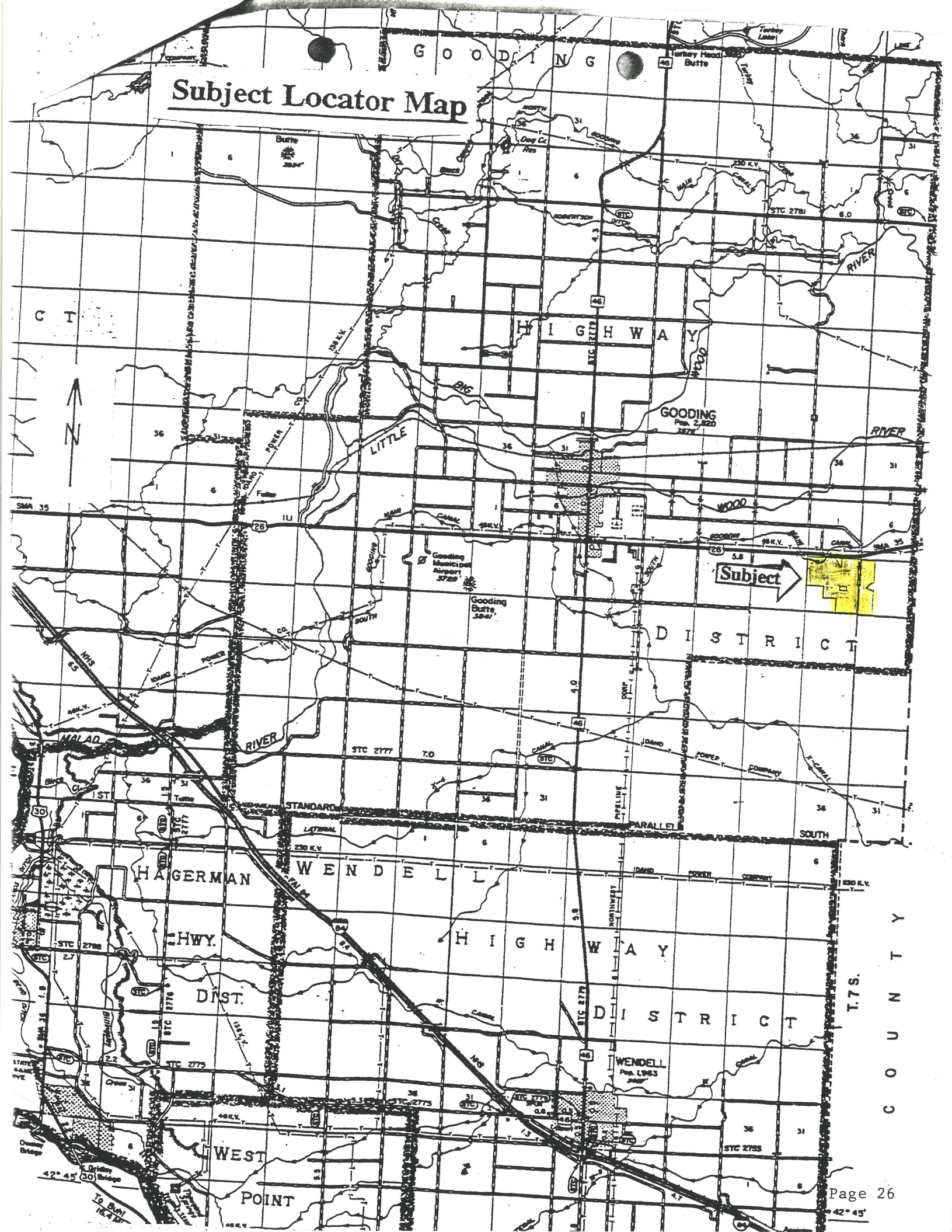
JULIE D. WOLFE

RECEIVED
JAN 13 1999
Department of Water Resources
Southern Region

FOR ASSESSMENT USE ONLY

RECEIVED
JAN 13 1999
Department of Water Resources
Southern Region

FILMED
FEB 24 1999


Subject Locator Map
GOODING
Turkey Head Butte
Butte
Dog Cr.
Res.
230 K.V.
MAIN CANAL
STC 2781
6.0
ROBERTSON
SOUTH
RIVER
HIGHWAY
46
STC 2779
WOOD
BNS
GOODING
Pop. 2,820
LITTLE
WOOD RIVER
SMA 35
26
98 K.V.
Gooding Municipal Airport
3729
Gooding Butte
3841'
Subject
DISTRICT
NMS
MALAD
RIVER
STC 2777
7.0
IDAHO POWER COMPANY
Twin Falls
STANDARD
PARALLEL
PIPELINE
SOUTH
LATERAL
230 K.V.
HAGERMAN
WENDELL
NORTHWEST
HIGHWAY
30
STC 2788
2.7
HWY.
DIST.
STC 2776
2.2
STC 2775
Anderson
Grade
STC 2773
WENDELL
Pop. 1,963
STC 2785
WEST
POINT
42° 45'
To Buhl
16.4 Mi.
T. 7 S.
COUNTY

If you want information about coverage or need assistance to resolve complaints, please call our toll free number: 1-800-729-1902. If you make a claim under your policy, you must furnish written notice in accordance with Section 3 of the Conditions and Stipulations.

Visit our World-Wide Web site at: http://www.stewart.com

POLICY OF TITLE INSURANCE ISSUED BY

STEWART TITLE

GUARANTY COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material:
   (a) arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or
   (b) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance;
8. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

In witness whereof, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

STEWART TITLE
GUARANTY COMPANY

Stewart Morris Jr.
Chairman of the Board

Malcolm S. Morris
President

Countersigned by:

Sherri Mason
Authorized Signatory

Gooding Title And Escrow
Company

Gooding, Idaho 83330
City, State

STEWART TITLE GUARANTY CO. INCORPORATED 1908 TEXAS

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

ALTA LOAN POLICY

SCHEDULE A

Order No.: G980327 Policy No.: M-9994-3168927

Date of Policy: November 16, 1998 @ 3:34 P.M. Premium Amount : $718.00

Amount of Insurance: $523,000.00 **Endorsements $** 0.00

1. Name of Insured:

NORTHWEST FARM CREDIT SERVICES, ACA

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

FEE SIMPLE

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

James D. Wolfe and Julie D. Wolfe, husband and wife

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

A Mortgage dated November 2, 1998 to secure an indebtedness in the principal sum(s) of $523,000.00, and any other amounts and/or obligations secured thereby.

Recorded: November 13, 1998, as Instrument No. 177924
Mortgagor: James D. Wolfe and Julie D. Wolfe, husband and wife
Mortgagee: Northwest Farm Credit Services, ACA

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

See Attached Exhibit "A"

EXHIBIT "A"
G980327

Policy No.: M-9994-3168927

PARCEL I:

Township 6 South, Range 16 East of the Boise Meridian, Gooding County, Idaho

Section 7: Lots 3 and 4;

PARCEL II:

Township 6 South, Range 15 East of the Boise Meridian, Gooding County, Idaho

Section 12: The Southeast quarter;

EXCEPTING THEREFROM:

Beginning at the East quarter corner of Section 12;
Thence North 89°52' West 636.00 feet along the Northerly boundary of the Northeast quarter of the Southeast quarter to the True Point of Beginning;
Thence South 195.00 feet;
Thence North 89°52' West, 483.65 feet;
Thence North 175.00 feet;
Thence South 89°52' East, 306.40 feet;
Thence South 3.00 feet;
Thence South 89°52' East 37.41 feet;
Thence North 23.00 feet to the Northerly boundary of the Northeast quarter of the Southeast quarter;
Thence South 89°52' East, 139.83 feet along said boundary to the True Point of Beginning.

PARCEL III

Township 6 South, Range 15 East of the Boise Meridian, Gooding County, Idaho

Section 12: The Northwest quarter;

continued

EXCEPTING THEREFROM:

Beginning at the Northwest corner of the North one-half of the Northwest quarter which bears South 3°54'57" East, 44.32 feet from Station 338+45.54 of said U.S. Highway No. 20-26, project No. F-2351(3) Highway Survey;
Thence South 89°22'19" East along the North line of said North one-half of the Northwest quarter 2621.0 feet more or less to the North quarter corner of said Section 12 that bears South 0°54'54" West, 34.51 feet from Station 364+71.33 of said Highway Survey;
Thence South 0°25'54" West along the East line of said North one-half of the Northwest quarter, 25.49 feet to a point in the line parallel with and 60.00 feet Southerly from the centerline and bears South 0°54'54" West from Station 364+71.58 of said Highway Survey;
Thence along said parallel line as follows:
North 89°05'06" West, 879.96 feet to a point opposite Station 355+91.62 of said Highway Survey;
Thence Westerly along an 11,519.16 foot radius curve right 170.89 feet a point opposite Station 354+21.62 of said Highway Survey;
Thence North 88°14'06" West, 771.62 feet to a point opposite Station 346+50 of said Highway Survey;
Thence leaving said parallel line and bearing South 1°45'54" West, 30.00 feet to a point in a line parallel with and 90.00 feet Southerly from the centerline and opposite Station 346+50 of said Highway Survey;
Thence along said last parallel line as follows:
North 88°14'06" West, 236.37 feet to a point opposite Station 344+13.63 of said Highway Survey;
Thence Westerly along a 5639.58 foot radius curve left 210.29 feet to a point that bears South 0°22'17" East from Station 342+00 of said Highway Survey;
Thence leaving last parallel line and being North 63°31'28" West, 65.77 feet to a point in a line parallel with and 60.00 feet Southerly from the centerline bears South 0°57'52" West from Station 341+40.69 of said Highway Survey;
Thence Westerly along said last parallel line being an 5669.58 foot radius curve left 292.87 feet to a point in the west line of said North one-half of the Northwest quarter that bears South 3°55'27" East from Station 338+44.72 feet of said Highway Survey;
Thence North 0°29'54" East along said West line 15.73 feet to the Place of Beginning.

continued

PARCEL IV:

Township 6 South, Range 15 East of the Boise Meridian, Gooding County, Idaho

Section 12: The West one-half of the Northeast quarter;

EXCEPTING THEREFROM:

Beginning at the Northwest corner of the Northwest quarter of the Northeast quarter which bears South 0°54'54" West, 34.51 feet from Station 364+71.33 of said U.S. Highway No. 20-26, Project No. F-2351(3) Highway Survey;
Thence South 0°25'54" West along the West line of said Northwest quarter of the Northeast quarter, 25.49 feet to a point in a line parallel with and 60.00 feet Southerly from the centerline and bears South 0°54'54" West from Station 364+71.58 feet of said Highway Survey;
Thence South 89°05'06" East along said parallel line 1312.00 feet to a point in the East line of said Northwest quarter of the Northeast quarter and bears South 0°54'54" West from Station 377+83.58 of said Highway Survey;
Thence North 0°23'54" East along said East line 32.06 feet to the Northeast corner of said Northwest quarter of the Northeast quarter which bears South 0°54'54" West, 27.94 feet from Station 377+83.27 of said Highway Survey;
Thence North 89°22'19" West along the North line of said Northwest quarter of the Northeast quarter, 1311.94 feet to the Place of Beginning.

ALSO EXCEPTING THEREFROM:

Beginning at the North quarter corner of said Section 12;
Thence South 89°22'19" East along the North section line of said Section 12, 1311.96 feet to the Northeast corner of said Northwest quarter of the Northeast quarter;
Thence South 0°23'54" West, 32.06 feet to the South right of way line of State Highway 20-26 and 60.00 feet right of Station 377+83.56 feet and being the True Point of Beginning;
Thence South 0°23'54" West, 800.01 feet;
Thence North 44°20'33" West, 1136.47 feet to the South right of way line of State Highway 20-26 and 60.00 feet right of Station 368+83.56 feet;

continued

Thence South 89°05'06" East, along the South right of way line of State Highway 20-26, 800.00 feet to the True Point of Beginning.

PARCEL NO. V:

Township 6 South, Range 15 East of the Boise Meridian, Gooding County, Idaho

Section 12: The Northeast quarter of the Southwest quarter;

PARCEL NO. VI:

Township 6 South, Range 15 East of the Boise Meridian, Gooding County, Idaho

Section 12: The East one-half of the Northeast quarter;

EXCEPT for a tract of land deeded to the State of Idaho for highway purposes as set forth in Deed recorded June 24, 1965 as Instrument No. 15175, records of Gooding County, Idaho, described as follows:

A parcel of land being on the Southerly side of the centerline of U.S. Highway No. 20-26, Project No. F-2351(3) Highway Survey as shown on the plans thereof, now on file in the office of the Department of Highway of State of Idaho, and being a portion of the Northeast quarter of the Northeast quarter of said Section 12;
Beginning at the Northwest corner of the Northeast quarter of the Northeast quarter of said Section 12, which bears South 0°54'54" West, 27.94 feet from Station 377+83.27 of said U.S. Highway No. 20-26, Project No. F-2351(3) Highway Survey;
Thence South 0°23'54" West along the West line of said Northeast quarter of Northeast quarter, 32.06 feet to a point in a line parallel with and 60.00 feet Southerly from the centerline and bears South 0°54'54" West from Station 377+83.58 of said Highway Survey;
Thence along said parallel line as follows: South 89°05'06" East, 609.61 feet to a point opposite Station 383.93.19 feet of said Highway Survey, Northeasterly along a 5789.58 foot radius curve left (the long chord of which bears North 88°06'41" East, 566.37 feet) an arc length of 566.62 feet to a point in the North line of said Section 12 and bears South 4°41'33" East from Station 389+53.94 of said Highway Survey;
Thence North 89°22'19" West along said North line, 1185.0 feet, more or less, to the Place of Beginning.

continued

Township 6 South, Range 16 East of the Boise Meridian, Gooding County, Idaho

Section 7: Lots 1 and 2:

EXCEPTING THEREFROM the following described tract of land located in Government Lots 2 and 3 of Section 7, Township 6 South, Range 16 East Boise Meridian, Gooding County, Idaho, more particularly described as follows:

Beginning at the Northwest corner of said Section 7;
Thence South 89°52'19" East a distance of 1318.73 feet to the Northeast corner of Lot 1 of said Section 7;
Thence South 00°06'15" West a distance of 2088.95 feet along the Easterly boundary of said Government Lots 1 and 2 to its intersection with the centerline of an irrigation canal and the True Point of Beginning
Thence South 00°06'15" West a distance of 638.25 feet along the Easterly boundary of said Government Lots 2 and 3;
Thence North 77°41'05" West a distance of 655.30 feet;
Thence North 76°48'42" West, a distance of 189.33 feet;
Thence North 49°21'20" West, a distance of 70.01 feet to a point on the projected centerline of said irrigation canal;
Thence Northeasterly along the center of said irrigation canal the following courses and distances:
North 24°48'12" East, a distance of 172.58 feet;
Thence North 29°09'07" East, a distance of 142.01 feet;
Thence North 49°18'21" East, a distance of 87.58 feet;
Thence North 69°10'49" East, a distance of 79.38 feet;
Thence North 76°59'24" East, a distance of 329.73 feet;
Thence South 72°01'10" East, a distance of 115.75 feet;
Thence North 81°37'35" East, a distance of 139.0 feet;
Thence South 60°51'56" East, a distance 31.12 feet to the Easterly boundary of said Government Lot 2 and the True Point Beginning

Including an easement for the purpose of ingress, egress and public utilities over an existing access road which runs easterly from the Westerly boundary of said Lot 2 and 3.

Form No. 1402-C
ALTA Standard Policy
Western Region
(Rev. 9/87)

Order No. G980327

Policy No. M-9994-3168927

SCHEDULE B
Part I

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

Section One:

1. **Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments.**
2. **Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.**
3. **Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.**
4. **Discrepancies, conflicts in boundary line, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public record**
5. **(a) Unpatented mining claim; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water.**
6. **Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.**

Section Two:

1. General Taxes for 1998 are an accruing lien and not yet due or payable.
2. Levies and assessments due GOODING County for Solid Waste. PAID CURRENT
3. These premises are within the boundaries of American Falls Reservoir District No. 2 and are subject to the levies and assessments thereof and restrictions and limitations thereof as specifically set forth in contract Dated October 14, 1954, by the United States of America with American Falls Reservoir District No. 2, recorded November 13, 1954 in Book 6 Agreements Page 66, records of Gooding County, Idaho. Paid Current
4. Liens, levies and assessments of the Big Wood Canal Company and rights, powers and easements of said Company, as by laws provided. Paid Current
5. Canals and laterals of Big Wood Canal Company and subject to the right of ingress and egress.
6. Power line easement granted to Idaho Power Company recorded August 3, 1946 in Book 6 of Miscellaneous, Page 97.
AFFECTS PARCELS I, II AND VI

(Continued)

SCHEDULE B - Continued

File No.G980327 Policy No.M-9994-3168927

7. Provisions in Deed to the State of Idaho, recorded January 28, 1965 as Instrument No. 13532.
AFFECTS PARCELS III AND IV

8. Provisions in Deed to the State of Idaho, recorded January 28, 1965 as Instrument No. 13533.
AFFECTS PARCELS III AND IV

9. Provisions in Deed to the State of Idaho, recorded June 24, 1965 as Instrument No. 15175.
AFFECTS PARCEL VI

10. Provisions in Deed to the State of Idaho, recorded July 5, 1967 as Instrument No. 22750.
AFFECTS PARCELS III AND IV

11. Power line easement granted to Idaho Power Company recorded March 1, 1978 as Instrument No. 69036.
AFFECTS PARCELS I AND II

12. An Easement for the purpose of easement and right of way granted to Dean E. Highbarger and Lois L. Highbarger, husband and wife recorded November 6, 1978 as Instrument No. 73121 AFFECTS PARCELS III, IV AND V

13. Power line easement granted to Idaho Power Company recorded November 9, 1978 as Instrument No. 73180.
AFFECTS PARCELS I AND II

14. An Easement for the purpose of 50.00 foot wide access easement granted to John W. Walker and Carol Walker, husband and wife recorded April 18, 1984 as Instrument No. 107594 COVERS PARCEL NO. II

15. An Easement for the purpose of pump and well access granted to C. William Goodwin and Kathryn Goodwin, husband and wife recorded April 26, 1985 as Instrument No. 114343 AFFECTS PARCEL II

16. Financing Statement covering irrigation equipment.
Recorded: February 16, 1995, Instrument No.: 160256
Debtor: Julie Wolfe
Secured Party: First National Bank of Omaha

AFFECTS PARCEL II

17. Financing Statement covering irrigation equipment.
Recorded: February 16, 1995, Instrument No.: 160257
Debtor: James D. Wolfe
Secured Party: First National Bank of Omaha

AFFECTS PARCEL II

(Continued)

SCHEDULE B - Continued

File No.G980327 Policy No.M-9994-3168927

18. Power line easement granted to Idaho Power Company recorded January 11, 1996 as Instrument No. 163984. AFFECTS PARCEL VI

19. Easement along the roadway in the NW1/4SW1/4 of Section 7 for placement and maintenance of a septic drain field for waste disposal granted to C. Tom Arkoosh and Linda M. Bieker, husband and wife recorded January 12, 1996 as Instrument No. 164005 AFFECTS PARCEL I AND VI

SCHEDULE B
PART II

Policy No.: M-9994-3168927

In addition to the matters set forth in part 1 of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that these matters are subordinate to the lien or charge of the insured mortgage upon the estate or interest: None

GOODING COUNTY

y. Dist. 1 City

. Dist. 231 Cem. Dist. GOODING

Fire Dist. GOODING

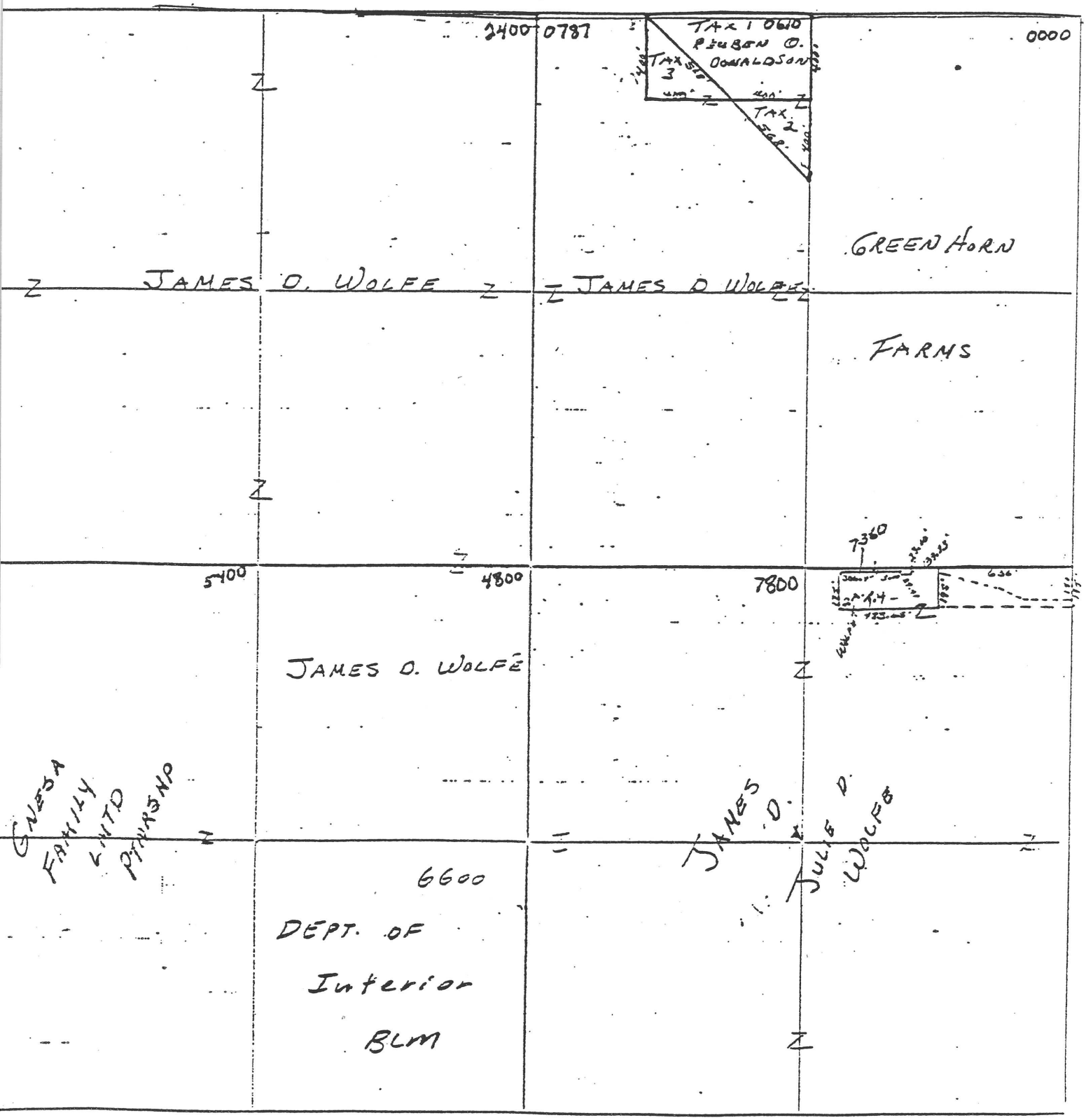
Tx. Code 5

Sec. 12 Twp. 6 Rng. 15

This map is given for informational purposes only - no assurances are made as to the actual footages and boundaries reflected herein.

GOODING TITLE & ESCROW COMPANY

06S 15E 12



FOR ASSESSMENT

GOODING COUNTY

Hwy. Dist. 1 City

Ch. Dist. 231 Cem. Dist. GOODING

Fire Dist. GOODING

TX. Code 5

Sec. 7 Twp. 6 Rng. 16

This map is given for informational purposes only - no assurances are made as to the actual footages and boundaries reflected herein.

GOODING TITLE & ESCROW COMPANY

6S 16E 07

639.72
480.00

LOT 1
39.98
3000

0000

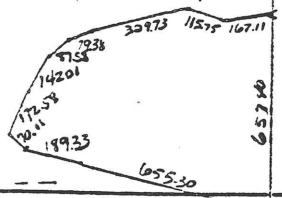
DEPT. OF Interior

GREENHORN

LOT 2
39.95

FARMS

BLM



LOT 3
39.91
5700

JAMES D. +

LOT 4
39.58

JULIE D. WOLFE

FOR ASSESSMENT USE ONLY

CONDITIONS AND STIPULATIONS (continued from reverse side of Policy Face)

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own costs, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgement or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) **To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.**

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of either of the options provided for in paragraphs a(i) or (ii), all liability and obligations to the insured under this policy, other than to make the payment required in those paragraphs, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) **To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.**

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of;

(i) the Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2(c) of these Conditions and Stipulations;

(ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the insured has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including

(continued and concluded on reverse side)

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM	USE PERIOD TO	DIVERSION RATE	DIVERSION VOLUME
C	GREENHORN FARMS PO BOX 93 GOODING ID 833300093 (208) 934-8464	07/24/1973	IRRIGATION	03-15	11-15	3.30 CFS TOTAL DIVERSION: 3.30 CFS	474.00 AFA CONSUMPTIVE USE:

Water Source: GROUNDWATER Tributary to: Stage: LICENSE

Point(s) of Diversion: T06S R16E S07 Lot01(SWNWNW) GOODING County

Place of use Legal Description for: IRRIGATION

			NE				NW				SW				SE				
			NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	
T	R	S	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	SUM
06S	15E	12	40			38													78.0
06S	16E	6											07-10						10.0
06S	16E	7						01-40 02-30											70.0
																		TOTAL ACRES	158.0

POU County: GOODING

Non-Irrigation Uses: NONE

Other Rights: SHARES IN BIG WOOD CANAL CO.

Other Water Rights Listing Overlapping Place(s) of Use:
A01-00006 A37-0086722 A37-0086726 A37-13043

Conditions of Approval:
R01 - A measuring device of a type approved by this Department shall
- be maintained as a part of the diverting works.

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

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

State of Idaho
DEPARTMENT OF WATER RESOURCES
1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380
Phone: (208) 736-3033 FAX: (208) 736-3037

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

November 20, 1998

Jared Ball
Gooding Title & Escrow
P.O. Box 446
Gooding, ID 83330

Dear Mr. Ball:

Pursuant to your recent inquiry, please find enclosed two copies of the map that was originally filed with Snake River Basin Adjudication claim A37-07252. This map shows the area(s) where the irrigated acres were claimed.

If you have any questions, or need any further assistance, feel free to contact me at your convenience.

Sincerely,

Corey Skinner, EIT
Dam Safety Section

Enclosures

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: **A37-07252**
Date Received: 8/25/1988
Receipt No: S002053
Received By: ADM

NOTICE OF CLAIM TO A WATER RIGHT ACQUIRED UNDER STATE LAW

1. Name: GREENHORN FARMS 208-934-8464
   Address: P.O. BOX 93
   GOODING, ID 83330

2. Date of Priority: JUL 24, 1973

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
06S	16E	7	SW NW NW	1	GOODING

5. Description of diverting works:
   WELL WITH 150 H.P. PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	3.300		

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

8. Total consumptive use is 474.0 Acre Feet Per Annum.

9. Non-irrigation uses:
   NONE

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
06S	15E	12	NE NE		IRR	40.0
			SE NE		IRR	38.0
				Section Acres		78.0

MICROFILMED
FEB 24 1993

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4		Lot	Use	Acres
06S	16E	6	SW	SW	7	IRR	10.0
					Section Acres		10.0
		7	NW	NW	1	IRR	40.0
			SW	NW	2	IRR	30.0
					Section Acres		70.0
					Total Acres		158.0

11. Place of use in counties: GOODING

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

13. Other Water Rights Used:
SHARES IN BIG WOOD CANAL CO.

14. Remarks:

15. Basis of Claim: LICENSE

MICROFILMED
FEB 24 1993

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: 1

For Organizations:

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

Michael Orkand
Signature of Authorized Agent

Partner Greenhorn Farms
Title and Organization

9/2/88
Date

State of Idaho)
) SS.
County of Twin Falls)

Subscribed and sworn (or affirmed) before me this 2nd day of Sept. 19 88

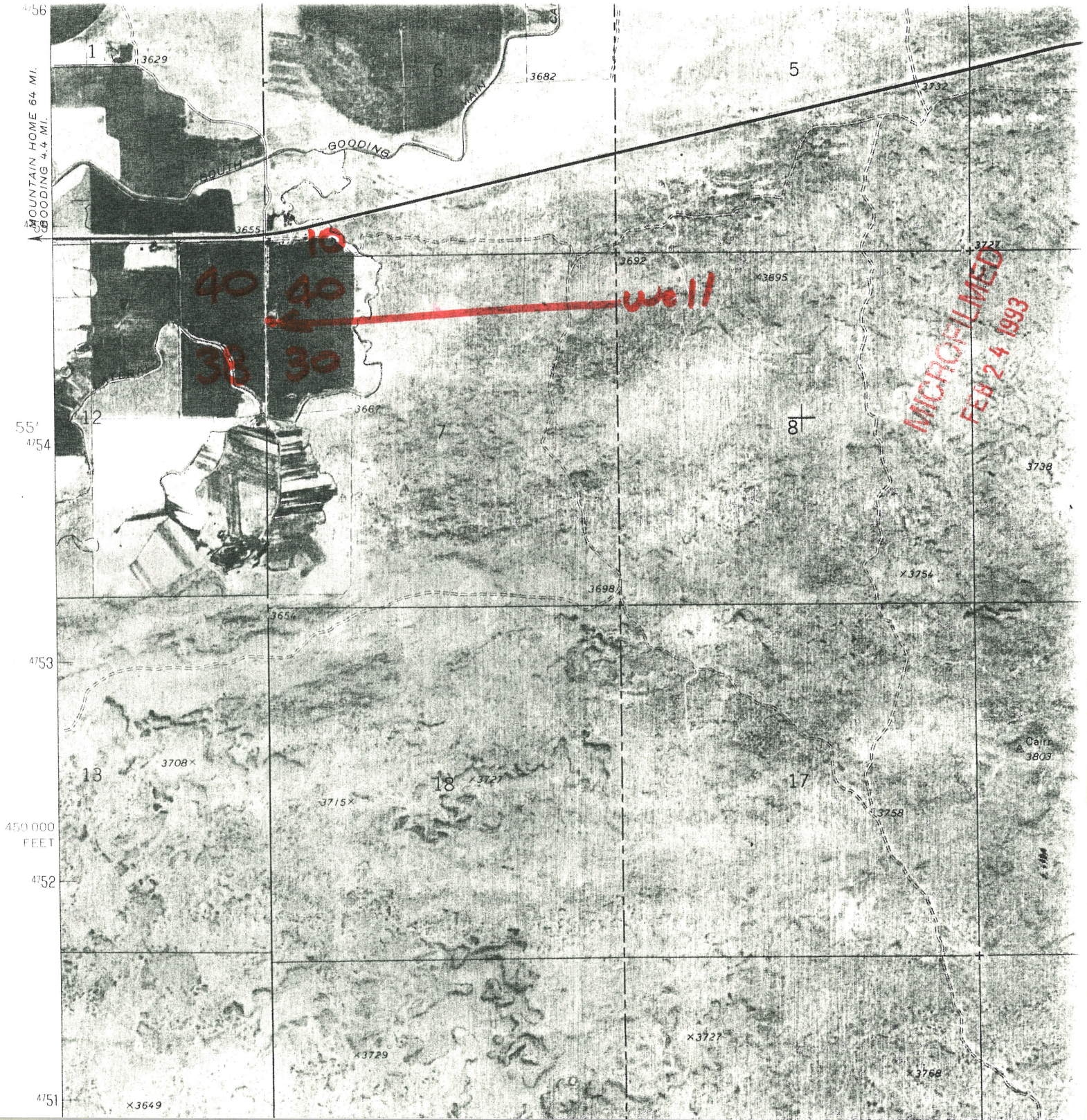
Notary Public

Seal

Residing at Kimberly, Id

My Commission Expires 6/30/94

MICROFILMED
FEB 24 1993


MOUNTAIN HOME 64 MI.
GOODING 4.4 MI.
GOODING
SOUTH
MAIN
3629
3682
3655
3732
3727
3692
3695
3667
3698
3654
3738
3754
3708
3715
3727
3758
3803
Cairn
3649
3729
3768
1
5
6
7
8
12
13
17
18
4756
4754
4753
4752
4751
55'
450 000
FEET
10
40
40
38
30
well
MICROFILMED
FEB 24 1993

State of Idaho

Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 37-7252 Priority July 24, 1973 Amount 3.30 cfs

THIS IS TO CERTIFY, that LAWRENCE D. CRUTCHFIELD

of Gooding, Idaho, has complied with the terms and conditions of Permit No. 37-7252 issued pursuant to Application for Permit dated July 24, 1973, and has submitted proof to the Department of Water Resources on August 9, 1974, that he has applied water to a beneficial use; an examination by the Department indicates that the works have a capacity for the diversion of 3.34 cfs of water from a ground water source, tributary to _____, and that the permit holder has applied to a beneficial use and established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
Irrigation	from March 15 to Nov. 15	at 3.30 cfs and	680 acre feet or 4.0 af per acre
	from _____ to _____	at _____ cfs and	_____
	from _____ to _____	at _____ cfs and	_____

(both dates inclusive)

Subject, however, to the condition that no more than 3.30 cfs of water be diverted at any one time, and that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed 680 acre feet per year, said waters to be diverted within the $NW\frac{1}{4}NW\frac{1}{4}$ of Sec. 7, Twp. 6 S, Rge. 16 E, B.M. in the County of Gooding

Description and location of place of use:

Twp.	Range	Sec.	NE¼				NW¼				SW¼				SE¼				Totals
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
6 S	15 E	12	40			40													80
6 S	16 E	7						40	40										80
		6											10						10

Total number of acres irrigated 170

A measuring device of a type approved by this Department shall be permanently maintained as part of the diverting works.

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, **Idaho Code**, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

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

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 24 day of January, 19 76.

Director

Do in Spring of 75
will release call

DEPARTMENT OF WATER ADMINISTRATION

FIELD REPORT

RECEIVED
AUG 14 1974
Department of Water Resources
Southern District Office

Permit No. 37-7252

Examination for b/u

1. Name of permit holder Lawrence D. Crutchfield 934-5262

   Post office address Route #2, Box 56, Gooding, ID 83330 Phone

   Person to contact _____ Phone _____

2. Source of water supply: Groundwater ☒ Surface water ☐ _____
   (name spring, stream, etc.)

   Tributary to _____

3. Water will be used for the following purposes:

   Amount 3.3 c.f.s. for irrigation
   _____ AF/Annum (nature of use)

   Period of Use: from Mar. 15 to Nov. 15
   (mo.-day) inclusive (mo.-day)

   Amount _____ c.f.s. for _____
   _____ AF/Annum (nature of use)

   Period of Use: from _____ to _____
   (mo.-day) inclusive (mo.-day)

   Amount _____ c.f.s. for _____
   _____ AF/Annum (nature of use)

   Period of Use: from _____ to _____
   (mo.-day) inclusive (mo.-day)

   Other uses: _____

4. Total amount to be appropriated:

   Max Rate of Diversion 3.3 cubic feet per second and annual volume _____ AF/Annum.

5. Location of Point(s) of Diversion:

   Township 6S N/S, Range 16E E/W, B.M., Section 7, Subdivision NW ¼ NW ¼, Gooding County

   Township _____ N/S, Range _____ E/W, B.M., Section _____, Subdivision _____ ¼ _____ ¼, _____ County

   Township _____ N/S, Range _____ E/W, B.M., Section _____, Subdivision _____ ¼ _____ ¼, _____ County

   Other Points of Diversions: _____

Description of diverting works: 150 hp pump, 16" well casing, 212' deep, 8" mainline & sprinkler system.

Measuring device required: yes ☒ no ☐

6. Lands to be irrigated or place of use.

TWP.	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
6S	15E	12	40			40													80
6S	16E	7						40	40										80
6S	16E	6											10						10

TOTAL ACREAGE 170

fc

DATE OF EXAM 9-2-75

ACREAGE
Found 170
Recommended 170

Irrigation Requirement 3.5 Ac Ft/Ac

USE
Irrigation Q= 3.3 c.f.s. V= 595.0 AF/Ann. from March 15 to Nov 15
Domestic Q= ____ c.f.s. V= ____ AF/Ann. from ____ to ____
Livestock Q= ____ c.f.s. V= ____ AF/Ann. from ____ to ____

Is water co-mingled? yes____ no ✓

Name source: ____
twp.____N/S, Rge____E/W, B.M., Sec.____, Sub.____¼____¼____ County

Exchange? yes____ no ✓

Name source exchanged with: ____
twp.____N/S, Rge____E/W, B.M., Sec.____, Sub.____¼____¼____ County

Point of injection:
twp.____N/S, Rge____E/W, B.M., Sec.____, Sub.____¼____¼____ County

Point of exchange:
twp.____N/S, Rge____E/W, B.M., Sec.____, Sub.____¼____¼____ County

Total Q measured 3.34 c.f.s. Method of measurement Rata-Flow

Total Q recommended 3.3 c.f.s. Meter No. 75-8-475 Type 10" Condition New

Total V recommended 595.0 Ac Ft/Ann

Recommended Amendments:

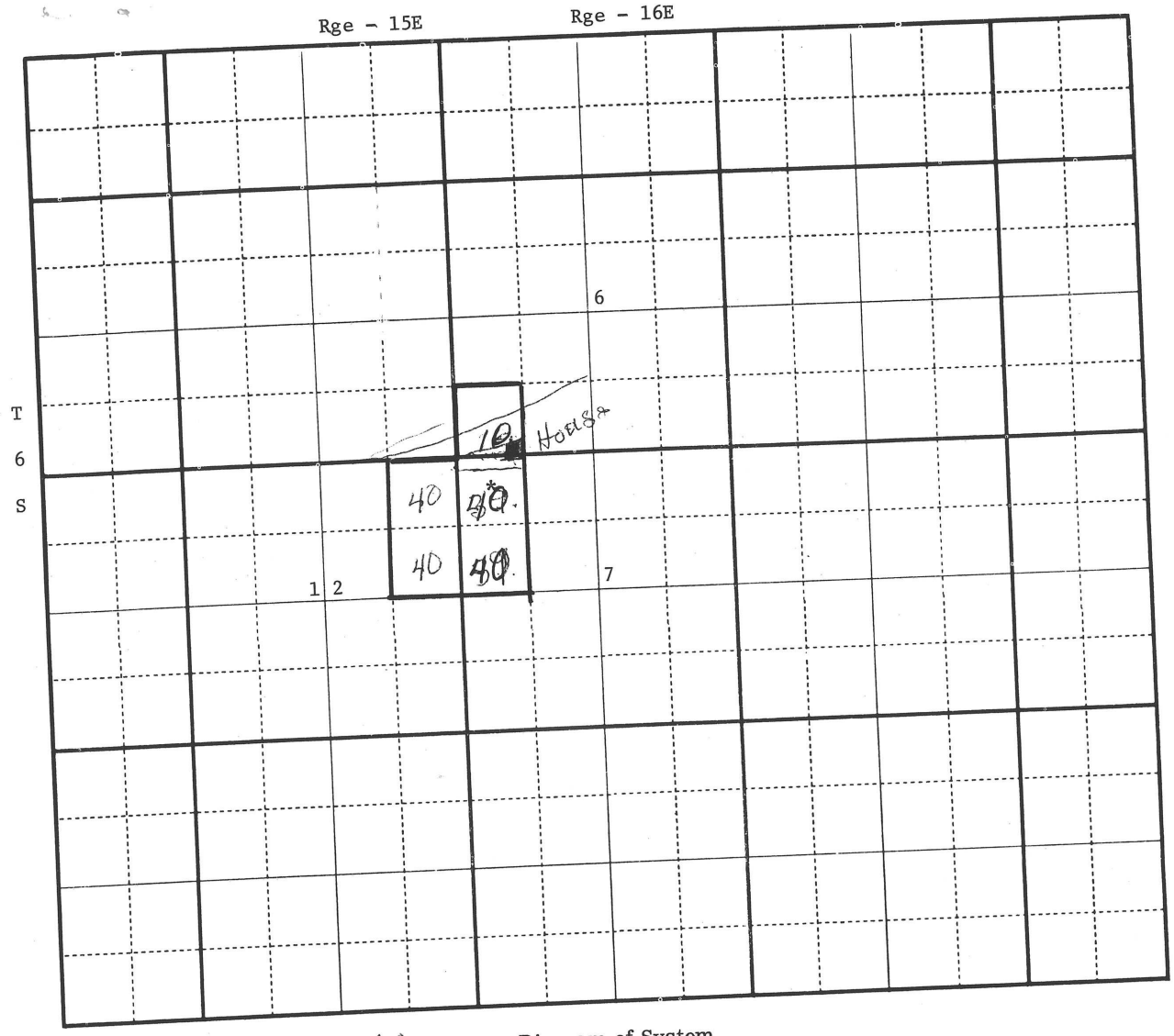
P.D. ____
Place of Use ____
Other ____
None ✓

MEASUREMENT CALCULATION:
✓ Q = 3.34 c.f.s. = Meas. (1500 gal/min) ÷ (448.8 gal/min / c.f.s.)
✓ Q = 3.3 c.f.s = Amount Added For.
✓ V = 595.0 Ac Ft/Ann. = (170 Acres)(Irr Req. 3.5 Ac.Ft. / (Ac)(Ann))

SYSTEM DESCRIPTION:
GE Motor 150 Hp. # DK3410182
Verti-Line Pump.
Sprinkler System.

REMARKS:
Mr. Crutchfield was along During Exam.

Examiner's Signature Gary Funderburg Date 9-4-75
Checked by Terry L. Blay Date 9-30-75
Approved by Michael Stelle Date 11-21-75



190 Diagram of System