12/18/2006

IDAHO DEPARTMENT OF WATER RESOURCES

PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 67-7050

NAME AND ADDRESS: WT RANCH LIMITED PARTNERSHIP
672 MUNDY GULCH RD
INDIAN VALLEY ID 83632

SOURCE: GROUND WATER TRIBUTARY:

QUANTITY: 1.850 CFS
372.000 AFY

Right Nos. 67-2361a, 67-2248, 67-7050 are limited to a total combined annual diversion volume of 744 AF.

Right Nos. 67-2361a, 67-2248, 67-7050 are limited to a total combined diversion rate of 3.42 cfs.

PRIORITY DATE: 11/25/1970

POINT OF DIVERSION:

T14N R01W S30 SENE Within ADAMS County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	04/01 10/15	1.850 CFS 372.00 AFY

The use of water for irrigation under this right may begin as early as March 15 and may continue to as late as October 31, provided other elements of the right are not exceeded. The use of water before April 1 and after October 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE: IRRIGATION in ADAMS County

T14N R01W S17	SWSW	15.00	T14N R01W S19	SESE	4.00
T14N R01W S20	NWNW	18.00	T14N R01W S20	SWNW	12.00
T14N R01W S20	NWSW	15.00	T14N R01W S20	SWSW	15.00
T14N R01W S30	NENE	14.00			

93 ACRES TOTAL

Right Nos. 67-2361a, 67-2248, 67-7050 are limited to the irrigation of a combined total of 186 acres in a single irrigation season.

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

11/14/2006

RECEIVED
DEC 05 20
DEPARTMENT OF
WATER RESOURCES

NOTICE OF ERROR
REPLY

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

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

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: December 8, 2006

Water right number: 67-7050

ELAINE A WEBER
2004 BEN ROSS RD
INDIAN VALLEY ID 83632
Telephone Number: (208)256-4353

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:

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

DATE: 12/1/06 **SIGNATURE:** Elaine A. Weber

Please print your name: Elaine A. Weber

IDWR Regional Office, 322 E Front St
PO Box 83720, Boise, ID 83720-0098, 2082874800

SCANNED
DEC - 6 2006

09/20/2006

IDAHO DEPARTMENT OF WATER RESOURCES

PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 67-7050

NAME AND ADDRESS: ELAINE A WEBER
2004 BEN ROSS RD
INDIAN VALLEY ID 83632

SOURCE: GROUND WATER TRIBUTARY:

QUANTITY: 1.850 CFS
372.000 AFY

Right Nos. 67-2361a, 67-2248, 67-7050 are limited to a total combined annual diversion volume of 744 AF.

Right Nos. 67-2361a, 67-2248, 67-7050 are limited to a total combined diversion rate of 3.42 cfs.

PRIORITY DATE: 11/25/1970

POINT OF DIVERSION:

T14N R01W S30 SENE Within ADAMS County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	04/01 10/15	1.850 CFS 372.00 AFY

The use of water for irrigation under this right may begin as early as March 15 and may continue to as late as October 31, provided other elements of the right are not exceeded. The use of water before April 1 and after October 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE: IRRIGATION Within ADAMS County

T14N R01W S17	SWSW	15.00	T14N R01W S19	SESE	4.00
T14N R01W S20	NWNW	18.00	T14N R01W S20	SWNW	12.00
T14N R01W S20	NWSW	15.00	T14N R01W S20	SWSW	15.00
T14N R01W S30	NENE	14.00			

93 ACRES TOTAL

Right Nos. 67-2361a, 67-2248, 67-7050 are limited to the irrigation of a combined total of 186 acres in a single irrigation season.

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

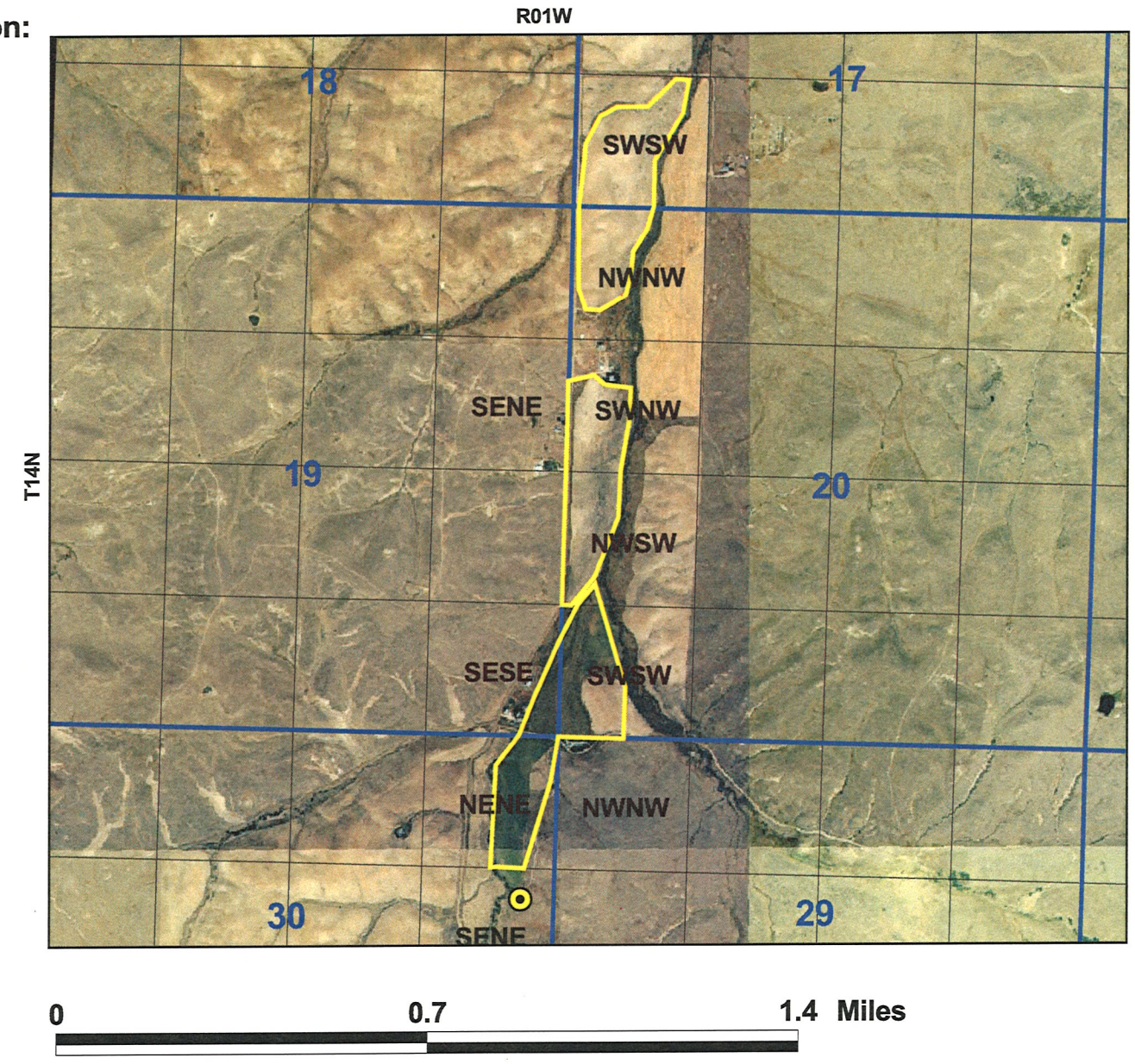
This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

Idaho Department of Water Resources

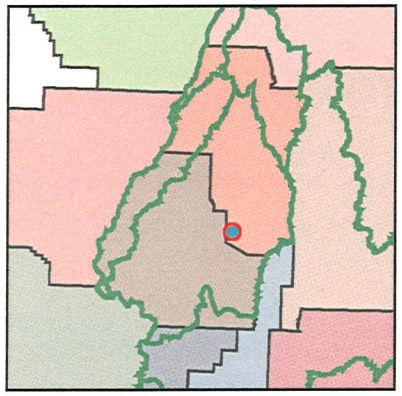
SRBA Recommendation:

67-7050



Legend

- Point of Diversion
- Place of Use
- Townships
- PLS Sections
- Quarter Quarters



Adams County
IDWR Basin 67

N

Prepared by M. Mount
On Wednesday, September 20, 2006
1987/88 Aerial Photography

State of Idaho
Department of Water Administration

LICENSE OF WATER RIGHT

License of Water Right No. 67-7050 Priority Nov. 25, 1970 Amount 1.85 cfs

THIS IS TO CERTIFY, that CLIFFORD J. KEPPINGER of Indian Valley, Idaho, has complied with the terms and conditions of Permit No. 67-7050 issued pursuant to Application for Permit dated November 25, 1970, and has submitted proof to the Department of Water Administration on October 21, 1971, that he has applied water to a beneficial use; an examination by the Department indicates that the works have a capacity of 1.85 cfs, and that the water has in fact been applied to a beneficial use; a right to the use of water from a ground water source tributary of _____; is hereby confirmed in the following amounts:

Amount 1.85 cfs for Irrigation from April 1 to Oct. 15 (both dates inclusive)

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

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

Subject, however, to the condition that no more than 1.85 cfs of water be diverted at any one time, said waters to be diverted within the SE¼NE¼ Sec. 30, Twp. 14 N, Rge. 1 W, B.M. in the county of Adams; and that the amount of water so diverted and to which such right is entitled and confirmed is for the purposes aforesaid and is limited to the amount which can actually be beneficially used and shall not exceed 372 acre feet per year or 4.0 acre feet per acre.

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	
14 N	1W	17						23											23
		20							20			30	20						70

Total number of acres irrigated 93

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

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 12th day of February, 1973.

Director

67 7050

State of Idaho
DEPARTMENT OF WATER RESOURCES
Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

March 19, 1996

ELAINE A WEBER
2004 BEN ROSS RD
INDIAN VALLEY ID 83632

Ref: Ownership & Address Change for Notice of Claims:

A67-02248, A67-02361A, A67-02361B, A67-07050, A67-10286, A67-10287, A67-10288, A67-11280 & A67-11297

Dear Elaine,

1. ATTACHED are copies of the above referenced claims which reflects the CHANGE IN OWNERSHIP of the lands and appurtenant water rights covered by these claims.

2. I returning the original Certificate of death, I just needed a copy, I have made copies for the files, thank you.

3. The Department will contact you in the future concerning any requirements that may be needed in order to process these claims for final court decree.

4. If you have any questions concerning the enclosed claims, please feel free to contact this office.

Sincerely,

Ron Howerton
ADJUDICATION BUREAU
Department of Water Resources
Western Region Office
(208) 334-2190

MICROFILMED
OCT 2 3 1996

State of Idaho
DEPARTMENT OF WATER RESOURCES
Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

March 12, 1996

ELAINE A WEBER
2004 BEN ROSS RD
INDIAN VALLEY ID 83632

Ref: Ownership & Address Change for Notice of Claims:

A67-02361A, A67-02361B, A67-02248, A67-07050, A67-10286, A67-10287, A67-10288, A67-11280 & A67-11297

RESPONSE DATE: APRIL 15, 1996

Dear Elaine,

Thank you for your phone call March 12, 1996 informing us of your address change and the recent death of Marvin.

1. I have enclosed a new Notice of Change of Water Right Ownership for you to sign and return.

2. Please sign and date on the two highlighted signature lines as shown on the form:

a. Signature of New Owner and date (This shows that you are still the owner)

b. Signature of Former Owner (This shows you were a former owner)

3. Please attach proof that you are now the single owner of these water rights. This could be a copy of the death certificate, power of attorney, etc.

Your response must be received in this office by the Response Date indicated above. If no response is received from you, all further legal notices concerning the claim(s) will be sent to the name and address in Tenino Washington. If you have claims other than those referenced here, please contact the Department so we may assist you in updating the information for all your claims. Should you have any questions, or feel that you need assistance, please contact our Western Region Office listed below.

Sincerely,

Ron Howerton
ADJUDICATION BUREAU
Department of Water Resources
Western Region Office
(208) 334-2190

MICROFILMED
OCT 23 1996

Form 42-1409(7)

NEW PROPERTY OWNER
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

DATE OF CLOSING: _____

LEGAL DESCRIPTION OF PROPERTY: Township_____ Range_____
Section_____,_____1/4 of_____1/4 of_____1/4,Govt. Lot_____, BM.
Lot_____,Block,_____,Subdivision/Townsite_____.
If you have additional legal descriptions, please attach separate sheet.

[ ] Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)

[ ] Water Right Number(s) Assigned by IDWR: A67-02361A, A67-02361B, A67-02248, A67-07050, A67-10286, A67-10287, A67-10288, A67-11280 & A67-11297.

[ ] Name and Address of Former Owner/Claimant(s)(Seller): MARVIN G WEBER & ELAINE A WEBER
3741-143RD AVE S W
TENINO WA 98589

[ ] New Owner/Claimant (Purchaser): ELAINE A WEBER

[ ] New Mailing Address: 2004 BEN ROSS RD
INDIAN VALLEY ID 83632

[ ] New Telephone Number: (208) 256 - 4353

[ ] Does the change in ownership result in a splitting of the water right owned/claimed? ___yes _X_ no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:
THIS FORM IS TO SHOW AN ADDRESS CHANGE OF THE FORMER OWNER AND TO SHOW AN OWNERSHIP CHANGE OF THE FORMER OWNER TO ONLY ELAINE A WEBER DUE TO RECENT DEATH OF HER HUSBAND, MARVIN G WEBER.

[ ] Attach proof of ownership, describe proof attached: DEATH CERTIFICATE OR OTHER ETC.

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

[ ] Signature of New Owner/Claimant(s) _____ Date
_____ Date

[ ] Signature of Former Owner/Claimant(s): _____ Date
_____ Date

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

FOR IDWR USE ONLY:
Initial Review and Data-Entry
Date: **By:**
Further Action Needed:

Further Action Taken
Date: **By:**
Final Review and Data-Entry
Date: **By:**
Claim Numbers of Split, if any:

MICROFILMED
OCT 23 1996

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

State of Idaho
DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

February 28, 1996

MARVIN G WEBER &
ELAINE A WEBER
3741-143RD AVE S W
TENINO WA 98589

NOTICE OF CLAIM NO: A67-02361A, A67-02361B, A67-02248, A67-07050, A67-10286, A67-10287, A67-10288, A67-11280 & A67-11297.

Ref: OWNERSHIP CHANGES

Dear Marvin and Elaine,

1. ATTACHED are copies of the above referenced claims which reflects the CHANGE IN OWNERSHIP of the lands and appurtenant water rights covered by these claims.

2. SPECIAL NOTE ON SPLIT CLAIMS A67-02361 A & B:

   a. These claims were claimed separately by father & son for a separate portion of claim No. A67-02361, thus, the ownership change has been made for the A & B portions separately to you.

   b. I am returning the ownership form for the base claim because the "A" & "B" splits exhibit A67-02361. During final review of these 2-splits, the base claim (A67-02361) may be recombined, if reasonable.

   c. A good reason to leave them this way now is because the place of use for the irrigation was claimed differently than what was originally licensed by IDWR, for the "A" portion.

3. The Department will contact you in the future concerning any requirements that may be needed in order to process these claims for final court decree.

4. If you have any questions concerning the enclosed claims, please feel free to contact this office.

Sincerely,

Ron Howerton
ADJUDICATION BUREAU
Department of Water Resources
Western Region Office
(208) 334-2190

CC: CLIFFORD J KEPPINGER
TIMOTHY J TOOMEY

MICROFILMED
OCT 23 1996

INTER-DEPARTMENT MEMO — 1

FROM

DATE 12/11/89

~~TO~~ RON HOWERTON

SUBJECT KEPPINGER CLAIMS

1) A67-02361 IS SPLIT INTO A & B AND SHOWN AS REPLACED BY A&B.

2) FATHER PAID FOR ALL ACRES IN RECEIPT # C011767 BUT SON PAID FOR ACRES WITH RECEIPT W007074. HIS SON ORIGINALLY PAID FLAT FEE FOR HIS SPLIT (B) AND OLD RECEIPT # WAS W006794.

3) RECEIPT NEEDS TO HAVE 163.00 REFUNDED TO FATHER OF (CLIFFORD J. KEPPINGER)
HC 68, BOX 2620
INDIAN VALLEY, ID 83632

4) FATHERS CLAIMS WERE ALSO AMENDED TO CORRECT HIS ACTUAL IRRIGATED ACRES.

OVER

Ron Howerton
SIGNATURE

MICROFILMED
OCT 23 1996

5) A67-02361 WAS AMENDED TO SHOW FATHER & SONS SPLIT A & B.

6) A67-02248 WAS AMENDED TO SHOW CORRECTED ACRES AND CORRECT P/D

7) A67-07050 WAS AMENDED TO SHOW CORRECTED ACRES AND P/D.

8) CLIFFORD J. KEPPINGER SHOULD GET A RE-FUND OF 163.00 BECAUSE OF SON'S PAYMENT FOR HIS ACRES IN SPLIT CLAIM A67-02361B AND ~~B~~ ACRES THAT WERE INCORRECLY CLAIMED THAT WERE NOT ACTUALLY BEING IRRIGATED THAT HE INCORRECTLY PAID ON.

RDL

C011767

09/22/89
15:16:06

KEPPINGER, CLIFFORD J.

ADJUDICATION FEE 0410162 9337 6490 $481.00

$481.00

143.00 50.00 A67-02361A 50.00

CHECK 976

WR/NO: A67-07050 A67-02361 A67-02248 A67-10286 A67-10287
A67-10288

ok ok ok

Idaho Department of Water Resources

Region: STATE Signature: _____

DON: 1) The receipt C011767 needs to be corrected to show proper amounts where noted.

2) A REFUND IS DUE OF 163.00 to CLIFFORD (FATHER) SEE MEMO ATTACHED. AS HE & SON CAME IN AND HAD CLAIMS AMENDED.

MICROFILMED
OCT 0 2 1992

RECEIPT
For Monies Paid
to the
IDAHO DEPARTMENT OF WATER RESOURCES

Receipt No: C011767

Date: 09/22/89
Time: 15:16:06

Received From: KEPPINGER, CLIFFORD J.

Type of Payment	Program Acct Class	Amount
ADJUDICATION FEE	0410162 9337 6490	$481.00

Total $481.00

(143.00) 120.00 ✓ (50 ✓ 236.00 A (OK) 50.00 ✓ (OK) 25.00 (OK) 25.00

CHECK 976

WR/NO: A67-07050 A67-10288 A67-02251 A67-02248 A67-10286 A67-10287

Idaho Department of Water Resources

Region: STATE 25.00 (OK) Signature: _____

ACTUAL CHG. ( ) 318.00

WRONG — ORIGINAL CHG # 481.00

318.00

163.00 to REFUND

MICROFILMED
OCT 0 2 1992

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 67-7050
Date Received: 9/22/1989
Receipt No: C011767
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

WT RANCH LIMITED PARTNERSHIP Phone: (208)256-4470
672 MUNDY GULCH RD
INDIAN VALLEY ID USA 83632

2. Date of Priority: 11/25/1970

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
14N	01W	30	NE SE NE	ADAMS	

5. Description of diverting works:

WELL, 365' DEEP, 18" CASING, ARTESIAN FLOW, PIPELINE,GRAVITY FLOW

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/01	10/15	1.85	

7. Total Quantity Appropriated is:
1.85 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
14N	01W	17	SW	SW		IRRIGATION	15
						Section Acres	15
14N	01W	19	SE	SE		IRRIGATION	4
						Section Acres	4
14N	01W	20	NW	NW		IRRIGATION	18
			NW	SW		IRRIGATION	15
			SW	SW		IRRIGATION	15
			SW	NW		IRRIGATION	12
						Section Acres	60
14N	01W	30	NE	NE		IRRIGATION	14
						Section Acres	14
						Total Acres	93

11. Place of use in counties: ADAMS

12. Do you own the property listed above as place of use? No

13. Other Water Rights Used:

14. Remarks:

THIS RIGHT IS FOR ADDITIONAL CFS, SAME WELL AS A67-02361A CRP LAND IN SWSW SEC 17 & NWNW SEC 20.
OWNERSHIP CHANGED BY RDH ON 2/26/96.
ADDRESS/OWNERSHIP CHANGED BY RDH ON 3/19/96.

15. Basis of Claim: License

Form 42-248/42-1409(6) July, 2000

RECEIVED
DEC 05 2006
DEPARTMENT OF
WATER RESOURCES

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

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

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
A67-02361A			PD A67-10287		
A67-02361B			PD A67-10288		
A67-02248			PD A67-11280		
A67-07050			PD A67-11297		
PD A67-10286					

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

   A. The appropriate **FILING FEE.** See instructions for fee amounts.

   B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION.**

   C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
   PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).
   OR
   If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The AERIAL PHOTO should be submitted in place of the PLAT OF PROPERTY or SURVEY MAP.

3. Name and Address of Former Owner/Claimant(s): Elaine A. Weber
   2004 Ben Ross Rd. Indian Valley, ID 83632

4. New Owner/Claimant(s): WT Ranch Limited Partnership
   Name Connector (Check one): [ ] and, [ ] or, [ ] and/or

   New Mailing Address: 672 Mundy Gulch Rd.

   City, State and ZIP Code: Indian Valley, ID 83632

   New Telephone Number: (208) 256-4470

5. Date you acquired the property: 3/10/97

SCANNED
DEC - 6 2006

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation		
Stock		
Domestic		
Other _____		
Total		

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation		
Stock		
Domestic		
Other _____		
Total		

7. Signature of New Owner(s) or Claimant(s) (include title if applicable) WT Ranch Limited Partnership
Dan Weber General Partner

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

For Office Use Only
Received by _____ Date _____ Fee _____
Receipted by _____ Date _____ Receipt No. _____
Processed by JAK AJ Date 12-18-06 WR _____ Date _____

SCANNED
DEC - 6 2006

CERTIFICATE OF LIMITED PARTNERSHIP

To the Secretary of State of Idaho,
Statehouse, Boise, Idaho 83720

1. The name of the limited partnership is: WT RANCH LIMITED PARTNERSHIP
(*Must include, without abbreviation, the words "Limited Partnership."*)

2. The name and business address of the registered agent are:
Daniel Wayne Weber, 672 Monday Gulch Rd., Indian Valley, ID 83632
(not a P.O. Box)

3. The name and business address of each general partner are:

Name	Address
Elaine Ann Weber	2004 Ben Ross Rd., Indian Valley, ID 83632
Daniel Wayne Weber	672 Monday Gulch Rd., Indian Valley, ID 83632
Ann P. Weber	672 Monday Gulch Rd., Indian Valley, ID 83632
Cheryl Ann Terry	606 Monday Gulch Rd., Indian Valley, ID 83632

(If more space is needed, continue in item 5.)

4. The latest date on which the partnership will dissolve is: 12/31/2036

5. Other matters (optional):
Con't from Item #3:

Gary L. Terry	606 Monday Gulch Rd., Indian Valley, ID 83632

6. Signatures of all general partners:

Elaine Weber
Elaine Weber

Daniel Wayne Weber
Daniel Wayne Weber

Ann P. Weber
Ann P. Weber

Cheryl Ann Terry
Cheryl Ann Terry

Gary L. Terry
Gary L. Terry

Secretary of State use only

IDAHO SECRETARY OF STATE
DATE 03/10/1997
0900 71289 2
CK #: 18537 CUST# 7289
LTD PTR DM 1@ 100.00= 100.00

#: L

CLP793 *File in Duplicate Original* Fee: $100

SCANNED
DEC - 6 2006

WT RANCH
LIMITED PARTNERSHIP AGREEMENT

THIS AGREEMENT is made and executed effective January 1, 1997, by and between ELAINE ANN WEBER, DANIEL WAYNE WEBER, ANN P. WEBER, CHERYL ANN TERRY, and GARY L. TERRY, hereinafter collectively referred to as the "General Partners" and each singly as a "General Partner," and ELAINE ANN WEBER, DANIEL WAYNE WEBER, ANN P. WEBER, CHERYL ANN TERRY, GARY L. TERRY, and THE FAMILY TRUST ESTABLISHED BY THE LAST WILL AND TESTAMENT OF MARVIN G. WEBER, dated March 28, 1995, of which Elaine Ann Weber is the current trustee, sometimes hereinafter collectively referred to as the "Limited Partners" and each singly as a "Limited Partner."

In consideration of the mutual promises hereinafter contained, the parties agree as follows:

1. **FORMATION OF LIMITED PARTNERSHIP:** (a) The parties hereby form a limited partnership (sometimes hereinafter referred to as the "Partnership") pursuant to the Uniform Limited Partnership Act of Idaho, as set forth in Idaho Code, Section 53-201 et seq.

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(b) The parties hereto, acting directly or through an attorney-in-fact, shall to the extent required by the Uniform Limited Partnership Act of Idaho promptly sign and swear to a certificate of formation of a limited partnership, shall cause the certificate to be filed for record in the office of the Secretary of State of the State of Idaho and shall execute such further documents (including amendments to the certificate) and take such further action as shall be appropriate to comply with the requirements of law for the formation and operation of a limited partnership in all other counties, states and foreign countries where the Partnership may wish to do business.

2. NAME OF PARTNERSHIP: The name of the Partnership shall be: "WT Ranch Limited Partnership."

3. PURPOSES OF PARTNERSHIP: The purposes of the Partnership are as follows:

(a) Farming and ranching business. To acquire (by purchase, exchange, lease, hire or otherwise), hold, own, improve, manage, operate, let as lessor or sublessor, sell, convey, mortgage and encumber, either alone or in conjunction with others, as partners, joint venturers or otherwise, farm and ranch real and personal property and interests of all kinds therein including but not limited to the real and personal property described on Schedule "A" attached hereto and made a part of this

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agreement; and generally to conduct the business of farming and ranching in all its aspects.

(b) Real estate business. To acquire (by purchase, exchange, lease, hire or otherwise), hold, own, develop, improve, manage, operate, let as lessor or sublessor, sell, convey, mortgage and encumber, either along or in conjunction with others, as partners, joint venturers or otherwise, real estate of every kind, character and description whatever, wherever located, and interests of all kinds therein; and to carry on the business of managing agent, broker, finder, consultant and all other functions in connection therewith.

(c) Personal property. (i) To acquire by purchase, subscription, exchange, lease, hire or otherwise, (ii) to hold, own, mortgage, pledge, hypothecate, exchange, vote, use, manage and place in voting trust, (iii) to sell, assign, and otherwise dispose of, and (iv) in every other manner to obtain, use, dispose of and deal in and with, either alone or in conjunction with others, as partners, joint venturers or otherwise, personal property of every kind, tangible or intangible, wherever situated, and interests of every kind therein.

(d) Own account or for others. To accomplish any of the foregoing purposes for its own account or as nominee, agent or trustee for other individuals, partnerships, corporations or other entities.

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Limited Partners:

Elaine Ann Weber
2004 Ben Ross Rd.
Indian Valley, ID 83632

Daniel Wayne Weber
672 Monday Gulch Rd.
Indian Valley, ID 83632

Ann P. Weber
672 Monday Gulch Rd.
Indian Valley, ID 83632

Cheryl Ann Terry
606 Monday Gulch Rd.
Indian Valley, ID 83632

Gary L. Terry
606 Monday Gulch Rd.
Indian Valley, ID 83632

The Family Trust established by the Last Will and Testament of Marvin G. Weber, dated March 28, 1995, of which Elaine Ann Weber is the current trustee
c/o Elaine Ann Weber
2004 Ben Ross Rd.
Indian Valley, ID 83632

6. **POWERS OF GENERAL PARTNERS:** (a) The General Partners shall have power to manage all of the assets of the Partnership, including, but not limited to, power to sell, exchange or otherwise dispose of the assets of the Partnership and power to mortgage, pledge or otherwise encumber any of such assets.

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4. PLACE OF BUSINESS: The principal place of business of the Partnership shall be at 672 Monday Gulch Rd., Indian Valley, ID 83632, or at such other place as may from time to time be designated by the General Partners.

5. NAMES, ADDRESSES AND DESIGNATIONS OF PARTNERS: The names, addresses and designations of the Partners are:

General Partners:

Elaine Ann Weber
2004 Ben Ross Rd.
Indian Valley, ID 83632

Daniel Wayne Weber
672 Monday Gulch Rd.
Indian Valley, ID 83632

Ann P. Weber
672 Monday Gulch Rd.
Indian Valley, ID 83632

Cheryl Ann Terry
606 Monday Gulch Rd.
Indian Valley, ID 83632

Gary L. Terry
606 Monday Gulch Rd.
Indian Valley, ID 83632

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(b) Each General Partner is expressly authorized to execute and deliver (i) all deeds, mortgages, deeds of trust, assignments, leases, subleases and other agreements covering or affecting interests in the property of the Partnership; (ii) all checks, drafts and other orders for the payment of Partnership funds; (iii) all promissory notes or other documents to evidence Partnership obligations; and (iv) all other instruments of any kind or character relating to the affairs of the Partnership, whether like or unlike the foregoing.

7. MANAGEMENT FEE: Each General Partner may receive reasonable compensation from the Partnership, which shall be based upon the risk assumed by that respective General Partner and his, her, or their management services to the Partnership. The management fee, if any, of each General Partner shall be determined by a vote of the General Partners who own a majority of the total of the general partners' units.

8. ACCOUNTS: (a) Complete and accurate books of account, to be maintained on the cash basis of accounting, shall be kept at the Partnership's principal place of business, and shall be open to inspection by any Partner or by his authorized representative at any time during ordinary business hours. The Partnership's accounting period shall be the calendar year.

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(b) Separate capital and undistributed profits accounts shall be maintained for each partner. Partnership profits and losses shall be charged or credited to the undistributed profits accounts and, except as provided in paragraph 13, shall be closed out to the capital account.

(c) The books of account shall be closed promptly after the close of each fiscal year, and a report shall be prepared and sent to each partner showing a balance sheet as of the end of such year, a statement of income and expense of such year, and a statement of each partner's capital investment and income or loss.

9. **CONTRIBUTION TO CAPITAL AND INTEREST IN INCOME:** (a) Upon execution of this agreement the partners shall convey and assign to the Partnership by warranty deed the real and personal property described on Schedule "A" attached hereto which has an agreed upon value of $1,001,300.00 for purposes of this agreement. These assets shall constitute the original capital of the Partnership.

(b) The partners shall not be required to make additional contributions to Partnership capital. Nothing in this agreement shall prevent any partner from making unsecured cash loans to the Partnership by agreement with the Partnership.

10. **ALLOCATIONS AMONG PARTNERS:** (a) The original capital of the Partnership shall be divided into equal parts, hereinafter referred to as "Units".

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Each Unit shall have a value of One Hundred Dollars ($100.00) for Partnership capital contribution accounting purposes.

(b) The General Partners shall have the following number of Units, hereinafter referred to as "General Partnership Units," with the initial dollar values for capital contribution accounting purposes listed below:

	No. of General Units	Value
Elaine Ann Weber	915	$91,500.00
Daniel Wayne Weber and Ann P. Weber, husband and wife	76	$ 7,600.00
Gary L. Terry and Cheryl Ann Terry, husband and wife	10	$ 1,000.00

(c) The Limited Partners shall have the following number of units, hereinafter referred to as "Limited Partnership Units," with the initial dollar values for capital contribution purposes listed below:

	No. of Limited Units	Value
Elaine Ann Weber	3,059	$305,900.00
Daniel Wayne Weber and Ann P. Weber, husband and wife	254	$ 25,400.00
Gary L. Terry and Cheryl Ann Terry, husband and wife	32	$ 3,200.00

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The Family Trust established by the Last Will and Testament of Marvin G.Weber, dated March 28, 1995, of which Elaine Ann Weber is the current trustee	5667	$566,700.00

11. **PARTNERSHIP COSTS AND EXPENSES:** (a) All costs and expenses of the Partnership shall be paid from Partnership funds, including but not limited to: (i) costs of acquiring real and personal property interests; (ii) the fees and commissions of special consultants; (iii) salaries of employees; (iv) legal and accounting fees and expenses, including those in connection with the formation of the Partnership; (v) taxes (except income taxes payable by the partners), insurance, interest, travel expenses, long distance telephone and telegraph expenses, repair and maintenance expenses, and (vi) every other cost and expense incurred in the Partnership business whether like or unlike the foregoing.

(b) All payments under this paragraph 11, and all compensation, if any, paid to the General Partners under paragraph 7, shall be treated as Partnership costs and expenses for Partnership accounting purposes and not as a payment or partial payment of profits to the General Partners.

12. **ALLOCATION OF PROFITS AND LOSSES FOR INCOME TAX PURPOSES:** (a) the net profits and losses of the Partnership shall be allocated proportionately to the Limited Partners and General Partners in proportion to the

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number of Units held by each such Partners as compared to the total number of Units of the Limited Partners and the General Partners.

(b) When there has been a transfer of a Unit or Units during a particular fiscal year of the Partnership, the net profits or net losses or distributions for such year shall be allocated between the transferor and the transferee as follows: If the interest of a Partner in the Partnership or any part of such interest represented by a capital unit is disposed of pursuant to this section, such Partners shall nevertheless be entitled to a fraction of the profits and be charged with a fraction of the losses in respect to such interests for the fiscal year of the Partnership in which such disposition occurs. The numerator of such fraction shall be the number of days of such year that he was a partner in respect of such interest, and the denominator of such fraction shall be the number of days of each year. Any predecessor or successor of such partner in respect of such interest shall share in such profits and be charged with such losses on the same basis.

13. **DISTRIBUTION OF INCOME:** (a) Distributions of the net profits or net losses of the Partnership shall be made at least annually in the proportions specified herein unless the General Partners determine that the reasonable needs of the business require that a given amount of earnings be retained by the Partnership, in which

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case such amount may be retained and transferred pro rata to the partners' respective capital accounts.

(b) The fiscal year net profits of the Partnership shall be distributed to the Limited Partners and to the General Partners in the ratio that each partner's number of capital Units, whether General or Limited, bears to the aggregate Units of General and Limited. Such payments made pursuant to this paragraph are not intended to be guaranteed payments pursuant to Section 707(c) of the Internal Revenue Code.

14. **NOMINEE:** The title to all Partnership properties shall be held in the partnership name, or in the name of any nominee (including a General Partner so acting) designated by the General Partners. The General Partners may enter into nominee agreements with any such person, and such agreements may contain provisions indemnifying the nominee, except for his willful misconduct.

15. **DISSOLUTION AND TERMINATION:** (a) The Partnership shall terminate: (i) upon the death, resignation, incapacity or bankruptcy of all of the original General Partners, unless the remaining limited partners and any and all successor General Partners agree to continue the Partnership; or (ii) upon the agreement of all General Partners and all other Partners who hold a majority interest in the partnership income.

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(b) For purposes of this paragraph 15, a General Partner shall be deemed incapacitated only upon receipt by the Partnership of a written statement signed by the General Partner's physician stating that he considers the General Partner to be so mentally or physically incapacitated as to be unable to give prompt and intelligent attention to his financial affairs.

(c) If upon the death, resignation, incapacity or bankruptcy, or any combination thereof, of all of the original General Partners the other Partners elect to continue the Partnership under paragraph 15 and they select a new General Partner, the interest of the replaced General Partners shall automatically be converted into a Limited Partnership interests (as of the date of such election by the remaining partners) and such converted interests shall be entitled to the same interest in capital, profits and losses as the interest of the retired General Partners, and ten percent (10%) of the interest of the newly selected General Partner shall automatically be converted into a General Partnership interest (as of the same date) and such converted interest shall be entitled to the same interest in capital, profits, and losses as before the conversion.

16. **DISTRIBUTIONS UPON LIQUIDATION:** Upon liquidation, the Partners shall continue to share profits or losses during liquidation in the same proportions as before dissolution. The Partnership assets or proceeds thereof shall be distributed in payment of the liabilities of the Partnership in the following order:

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(a) To the payment of debts and liabilities of the Partnership other than to debts of the Partners, and the expenses of liquidation including a sales commission to the selling agent, if any;

(b) To the payment of the debts and liabilities of the Partnership to the Partners;

(c) To the setting up of any reserves which the General Partners deem necessary for any contingent or unforeseen liabilities or obligations of the Partnership or of the General Partners arising out of or in connection with the Partnership. Said reserves shall be paid over by the General Partners to a commercial bank to be designated by the General Partners, as Escrow Agent, to be held for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies, and at the expiration of such period as the General Partners shall deem advisable, to distribute the balance thereof in the manner provided in this paragraph and in the order named;

(d) To the General Partners and Limited Partners to the extent of their net credit balances in their capital and current undistributed profits accounts;

(e) To the General Partners and Limited Partners in the ratio that each Partner's number of capital Units, whether General or Limited, bears to the aggregate Units of General and Limited. If there is not a sufficient amount to return all

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capital contributions to the Partners, they shall share pro rata in the losses in the same proportion as set forth in Paragraph 12;

(f) In the event of a liquidation distribution of the Partnership's property in kind, the fair market value of such property shall be determined by an independent appraiser actively engaged in appraisal work, selected by a majority of the Partnership interests and such Partners shall receive an undivided interest in such property equal to the portion of the proceeds to which he would be entitled under the immediately preceding subparagraph of this paragraph, if such property were sold;

(g) A reasonable time as determined by the General Partners, not to exceed one year, shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to the creditors so as to enable the General Partners to minimize any losses attendant upon liquidation.

17. **LIMITATION ON LOSSES:** Notwithstanding any other provision in this Agreement, no Limited Partner shall be liable for losses of the Partnership in excess of such Partner's capital contributions to the Partnership.

18. **POWER OF ATTORNEY:** (a) Each Limited Partner, by the execution of this agreement, does irrevocably constitute and appoint each General Partner, with full power of substitution, as his true and lawful attorney, in his time, place and stead, to execute, acknowledge, swear to and file (i) the original certificate of

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formation of limited partnership and all amendments thereto required by law or the provisions of this agreement; (ii) all certificates and other instruments necessary to qualify or continue the Partnership as a limited partnership or partnership wherein the Limited Partners have limited liability in the states or foreign countries where the Partnership may be doing business; (iii) all instruments which effect a change or modification of the Partnership in accordance with this agreement; and (iv) all conveyances and other instruments necessary to effect the dissolution and termination of the Partnership. Each General partner hereby appoints each other General Partner as his true and lawful attorney to execute, acknowledge, swear to and file the original Certificate of Limited Partnership and the Certificate of Assumed Business Name and all amendments thereof.

(b) The powers of attorney granted herein shall be deemed to be coupled with an interest and shall be irrevocable and survive the death of a Limited Partner. In the event of any conflict between this agreement and any instruments filed by such attorney pursuant to the power of attorney granted in this paragraph, this agreement shall control.

19. NOTICES: All notices, consents and demands contemplated hereunder shall be in writing and shall be deemed given if mailed by first class mail, postage prepaid, and addressed as set forth in this agreement. Any partner may specify

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a different address by sending a notice thereof to the Partnership. If the address of the Partnership is changed, written notice thereof shall be mailed to each Partner. The General Partners shall mail a copy of the Certificate of Limited Partnership and any amendments thereto to any limited partner upon the written request of any limited partner, but shall not otherwise be required to deliver or mail a copy of the certificate or amendment to limited partners.

=20. **TRANSFER OF PARTNERSHIP INTEREST:** (a) The Partners do not want Partnership interests to be made generally available to persons other than the present Partners. Therefore, the parties agree that no Partner will transfer any of his or her Partnership interest except in accordance with the terms of this paragraph 20 or with the prior written consent of all of the other Partners. No attempted transfer of any Partnership interest not in accordance with the terms of this paragraph 20 or the prior written consent of all other Partners shall be valid or reflected on the Partnership's books.

(1) Any Partner or his or her representative who wishes to transfer any of his or her Partnership interest, or who has reason to believe that an involuntary transfer or transfer by operation of law (including but not limited to a transfer under a Will or trust as a result of the death of a Partner) is reasonably foreseeable, shall first give each other Partner written notice of his or her intent to transfer such offered Partnership interest or of his or her knowledge that such involuntary transfer or transfer by operation

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of law is reasonably foreseeable. Such notice must contain a description of what portion of his or her total Partnership interest that will be so transferred, the consideration that will be paid (if any), and the terms of transfer and of any payment of consideration (including, but not limited to, the relative percentages of cash and debt, and the duration, interest rate, and payment schedule of any debt instruments), and the name, address (both home and office), and business or occupation of the person to whom such Partnership interest would be transferred, and any other facts which are or would reasonably be deemed material to the proposed transfer.

(2) Upon the receipt of such notice, each Partner shall have a right to buy a proportionate share of the offered Partnership interest. Each Partner may buy a share of such Partnership interest with the same proportion to the whole of such Partnership interest as his or her own Partnership interest bears to those of all Partners (except the transferring Partner). If some Partners do not exercise their option, the remaining Partners may exercise the option to purchase any interests of the Partners who are not exercising their options. Each Partner may exercise this right of first refusal by giving the transferring Partner written notice within thirty (30) calendar days after receipt of the latter's notice.

(3) If the Partners do not agree to buy all of the offered Partnership interest, the transferring Partner may complete the intended transfer. If such

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transfer is not completed within thirty (30) calendar days after expiration of the last exercise period, any attempted transfer will be deemed pursuant to a new offer and this section shall again apply.

(4) If the proposed transfer for which notice is given under paragraph 20 is a transfer for value, and if the proposed transferee proposes to make payment in cash, debt instruments, or any type of property for which there is a national or regional public market (including, but not limited to, stocks, bonds, or other securities regularly traded on a regional or national exchange or over-the-counter), then each Partner who elects to buy part of the offered Partnership interest under this paragraph 20 shall do so at the same purchase price as was contained in the transferring Partner's written notice of intent to transfer. The purchase price may be paid in equal amortized annual installments over a period of twenty years, with zero downpayment and the deferred balance bearing interest at the longterm applicable federal rate in effect at the time of the transfer for transactions of this type. The buyer will give the selling Partner a promissory note as evidence of this debt, and the buyer may prepay all or any part of the principal balance of the note at any time without penalty or premium.

(5) If the proposed transfer is not described in subparagraph (4), then each Partner who elects to buy all or any part of the offered Partnership interest under this paragraph 20 shall do so at its fair market value. The fair market value of

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such Partnership interest shall be determined by an independent appraisal performed by the Certified Public Accountant regularly employed to prepare the tax returns of the partnership or, if there be no such Certified Public Accountant, by another Certified Public Accountant selected by the General Partner, whose decision in this matter shall be conclusive. The fair market value appraisal shall take into account appropriate discounts for lack of marketability and minority interest or any other pertinent discounts. Such purchase price shall be paid at the closing for the sale of such Partnership interest, as follows: zero percent of such purchase price in cash at such closing, and the balance in twenty (20) equal amortized annual installments beginning one year after the date of such closing, with simple interest included in each installment, computed against the outstanding principal balance at the long-term applicable federal rate in effect for transactions of this type on the date of such closing.

(6) The purchase of a Partnership interest pursuant to this paragraph 20 will take place at a closing to be held not later than the tenth (10th) day after the earlier of: (1) the date on which the Partners' purchase options all have expired; or (2) the earliest date on which the Partners in the aggregate exercise their purchase options, if any, to buy all of the offered partnership interest. The closing will be held during normal business hours at the Partnership's principal business office, or at any other place to which the parties agree. At the closing, the buyer will pay for the

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Partnership interest, and the Partnership will change its books to indicate the change of Partnership interest.

(7) Notwithstanding any of the other provisions of this paragraph 20, the right of first refusal shall not apply to any transfer(s) made by Elaine Ann Weber or her estate.

(b) Condition Precedent to Admission of Substitute Partner. Notwithstanding the provisions of paragraph 20, no person to whom a Partnership interest is properly transferred shall be substituted as a new Partner in place of the transferring Partner until (1) he has agreed in a writing delivered to the General Partners, to assume all of the obligations and undertakings of the transferor under this Agreement; and (2) he has paid to the General Partner a fee not to exceed five hundred dollars ($500.00) to cover the preparing, executing and recording of all pertinent documents.

21. **TERM:** The Partnership shall commence as of the date on which the General Partners shall have signed this agreement and a certificate of limited partnership shall have been duly filed. It shall continue until termination as provided herein or in any event on December 31, 2036, unless all of the then existing Partners agree in writing to extend the termination date.

22. **TAX ELECTIONS:** No election shall be made to exclude the Partnership from the application of the provisions of Subchapter K of the United States

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Internal Revenue Code ("the Code") or from any similar provisions of state tax laws. If a Partnership interest is transferred, a Partner dies, or Partnership assets are distributed to a Partner, the General Partner may, in his or her discretion, cause the Partnership to elect to cause the basis of the Partnership's assets to be adjusted for federal income tax purposes under Code Sections 734 and 743.

23. ADMISSION AND EXPULSION OF LIMITED PARTNERS:

(a) Admission of New Limited Partners. A person may be admitted as a Limited Partner by the decision of the General Partner, provided that he consent in writing in a form satisfactory to the Partners, to be bound by this agreement.

(b) Expulsion of Limited Partners. Any Limited Partner may be expelled from the Partnership on the decision of the General Partners owning a majority of the total of the general partners' units. Upon the expulsion of any Partner, the Partnership shall be required to pay to such Partner an amount equal to the fair market value of such expelled Partner's Partnership interest on the same terms and conditions as set forth in paragraph 20. The fair market value of such expelled Partner's Partnership interest shall be determined by an independent appraisal performed by the Certified Public Accountant regularly employed to prepare the tax returns of the Partnership or, if either there be no such Certified Public Accountant or such Certified Public Accountant be unacceptable to the expelled Partner (as indicated by such expelled

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Partner's written protest delivered to the General Partners within five (5) days of such expelled Partner's knowledge of his or her expulsion), by another Certified Public Accountant selected by the General Partner, whose decision in this matter shall be conclusive. The fair market value appraisal shall take into account appropriate discounts for lack of marketability and minority interest or any other pertinent discounts.

24. LIMITED PARTNER'S DEATH, INSANITY, OR INCOMPETENCY: A Limited Partner's death, adjudication of insanity or incompetence will not dissolve the Partnership. Rather, the executors or administrators of the estate of the deceased Limited Partner, or the committee or other legal representatives of the estate of the insane or incompetent Limited Partner, will have the same rights (subject to the same limitations) as the deceased, insane or incompetent Limited Partner, and shall be subject to the provisions of paragraph 20(b) subject to assigning the interest of the deceased, insane or incompetent Limited Partner.

25. EARLY WITHDRAWALS: No partner, whether general or limited, shall have the right to withdraw from the partnership, except if none of the original general partners are still acting as general partners, or unless all of the then remaining original general partners consent in writing to the withdrawal. Any attempted withdrawal, except as provided in the two instances set forth immediately above, shall be in contravention of this agreement. A withdrawing general partner's otherwise

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distributive share shall be subject to and reduced by damages caused by the premature withdrawals including, but not limited to, all income and other taxes and future financing costs associated with having to liquidate assets or borrow to pay for the withdrawing partner's share, and lost profits and opportunity costs associated with assets essential to the operation having been distributed or sold to satisfy the withdrawal request. A limited partner who attempts to prematurely withdraw shall not receive the partner's distributive share until the partnership is subsequently terminated and wound up, and the partner shall be treated as an assignee of the withdrawing limited partner's partnership interest as of the date of the withdrawal.

26. **GENERAL PROVISIONS:** (a) This instrument contains the entire agreement between the parties.

(b) It may not be amended nor may any rights hereunder be waived except by an instrument in writing signed by the parties sought to be charged with such amendment waiver.

(c) This agreement shall be construed in accordance with and governed by the laws of Idaho.

(d) This agreement shall be binding upon and shall inure to the benefit of the parties and their respective personal representatives and assigns, except as above set forth.

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IN WITNESS WHEREOF the parties have executed this agreement on the day and year first above written.

THE GENERAL PARTNERS

Elaine Ann Weber
Elaine Ann Weber

Daniel Wayne Weber
Daniel Wayne Weber

Ann P. Weber
Ann P. Weber

Gary L. Terry
Gary L. Terry

Cheryl Ann Terry
Cheryl Ann Terry

THE LIMITED PARTNERS

Elaine Ann Weber
Elaine Ann Weber

Daniel Wayne Weber
Daniel Wayne Weber

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Ann P. Weber

Gary L. Terry

Cheryl Ann Terry

The Family Trust established by the Last Will and Testament of Marvin G. Weber, dated March 28, 1995

By: Elaine Ann Weber
Elaine Ann Weber
Trustee

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SCHEDULE "A"

Onion shed
Any metal storage sheds
1986 Ford Pickup 4x4
John Deere 2440 Tractor
New Holland Hay Stacker
John Deere 346 Baler
Lakes Brush Hog
Bearcat Steiger Tractor
John Deere Disk
4 Grain Drills
Grain Auger
14' Chisel Plow
Irrigation Pipe Trailer
Squeeze Chute
3 - 500 Gallon Fuel Tanks
200 Gallon Fuel Tank
Propane Weed Torch
Various Shop Tools
Cash in Ranch checking Account of $596
Cash in Ranch savings Account of $47,350
Ranch real property, legally described in that certain Deed executed on August 28, 1997
Gated Pipe
Fence
Hesston 1040 Mower
5th Wheel Gooseneck Flatbed Trailer
1 Kawasaki and 1 Honda Four Wheelers
Hay Rake
5 Cows
5 Calves - 10 months old

Note: 79.44252% of the Ranch real property was contributed by The Family Trust. The remaining 20.55748% of the Ranch real property and 100% of all of the other assets above listed were contributed by Elaine Ann Weber individually.

John Deere Crawler Model 40
1995 Dodge Ram Pickup
Cattle Head Gate
Horse Trailer - 2 stall

Farmall Tractor
Post Hole Digger
16' Utility Trailer
Horse Trailer - 2 stall

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INSTRUMENT NO. 93171
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CORRECTION DEED
To Instrument #92628

THIS CORRECTION DEED HEREBY CORRECTS THAT CERTAIN DEED RECORDED AS INSTRUMENT #92628 BY CORRECTING THE INTEREST PERCENTAGES AS CONVEYED THEREIN, TO-WIT:

THIS DEED is made and executed by ELAINE ANN WEBER, both individually and as personal representative of THE ESTATE OF MARVIN G. WEBER, DECEASED, hereinafter collectively referred to as the "Grantor," to THE FAMILY TRUST OF THE TRUST ESTABLISHED UNDER THE LAST WILL AND TESTAMENT OF MARVIN G. WEBER, DATED MARCH 28, 1995, of which Elaine Ann Weber is the current trustee, whose address is in care of Elaine Ann Weber, trustee, 2004 Ben Ross Road, Indian Valley, ID 83632 and to ELAINE ANN WEBER, whose address is 2004 Ben Ross Road, Indian Valley, ID 83632, hereinafter the "Grantees."

WHEREAS, Elaine Ann Weber is the qualified personal representative of The Estate of Marvin G. Weber, filed as Probate Case Number SP 97 241 in Adams County, Idaho;

WHEREAS, in said probate action, an Allocation Agreement of Successors has been entered by and among the personal representative and devisees of the estate and this Deed is contemplated therein and necessary to carry out certain of the provisions of said Allocation Agreement of Successors;

THEREFORE, in accordance with the provisions of Uniform Probate Code as set forth in Title 15 of the Idaho Code, grantor estate hereby grants, transfers and conveys to Grantees, and grantor Elaine Ann Weber hereby grants, transfers and conveys to Grantees the following interest in the described real property in Adams County, Idaho:

Conveyance to Grantee The Family Trust of the trust established under the Last Will and Testament of Marvin G. Weber, dated March 28, 1995:

An undivided 68.84439% interest in the real property described on Exhibit "A" attached hereto and, by this reference, incorporated herein as if set forth in full.

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Conveyance to Grantee Elaine Ann Weber:

An undivided 31.15561% interest in the real property described on Exhibit "A" attached hereto and, by this reference, incorporated herein as if set forth in full.

This conveyance shall include any and all appurtenances, tenements, hereditaments, reversions, remainders, easements, rights-of-way and water rights in anywise appertaining to the property herein described.

Dated this 30th day of September, 1997.

Elaine Ann Weber
Elaine Ann Weber
Personal Representative of the Estate
of Marvin G. Weber, deceased.

Elaine Ann Weber
Elaine Ann Weber

Approved:

Elaine Ann Weber
Elaine Ann Weber
Trustee of The Family Trust of the Trust
Established Under the Last Will and
Testament of Marvin G. Weber, dated
March 28, 1995

Elaine Ann Weber
Elaine Ann Weber

INSTRUMENT NO. 93171
State of Idaho)
County of Adams) ss.

Filed for record at the request of
White,Peterson,Pruss,etal
30 min. past 1 o'clock P.M.
this 12 day of Dec, 1997
MICHAEL FISK, RECORDER
by Peggy Pinkal
Deputy
Fee $18.00

Return to: White,Peterson,Pruss,Morrow&Gigray
Box 247
Nampa, ID 83653-0247

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STATE OF IDAHO)
:ss
County of Washington)

On this 30th day of September, 1997, before me, a notary public, personally appeared Elaine Ann Weber, individually, as personal representative of the Estate of Marvin G. Weber, deceased, and as trustee of The Family Trust of the Trust Established Under the Last Will and Testament of Marvin G. Weber, dated March 28, 1995, known to me to be the person whose name is subscribed to the within instrument individually, as such personal representative, and as such trustee, and acknowledged to me that she executed the same individually, as such personal representative, and as such trustee.

(SEAL)

jb/C:\MyFiles\WORK\weberdeed.wpd

Notary Public for Idaho
Commission expires: July 27, 1999

SCANNED
DEC - 6 2006

POOR COPY

EXHIBIT "A"

PARCEL I
Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho
Section 17: W1/2NE1/4, NW1/4, NW1/4SW1/4 EXCEPTING a tract 210 feet East and West by 210 feet North and South in the NW corner.

PARCEL II
Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho
Section 18: E1/2SW1/4 and all that portion of the SE1/4 and of the SW1/4NE1/4 and of the SE1/4NW1/4 lying South of the Cambridge cut-off road.
Section 19: N1/2NE1/4 and that portion of the SW1/4SE1/4SE1/4 lying South and West of existing County roads.
Section 30: All that part of the E1/2NE1/4 lying West of the County Road and all that part of the W1/2NE1/4 and of the E1/2NW1/4 lying South of the County Road.

PARCEL III
Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho
Section 19: SW1/4SE1/4SE1/4SE1/4, and all that part of the SE1/4SE1/4SE1/4 more particularly described as starting at a point in the center of the intersection of Ben Ross County Road and Monday Gulch country road in the SE1/4SE1/4SE1/4 of Township 14 North, Range 1 West, Section 19, Boise Meridian, Adams County, Idaho;
Thence Southwesterly along the centerline of the old unnamed county road a distance of 300 feet;
Thence Northeasterly to a point on Monday Gulch Road 283 feet North of the above starting point;
Thence Northeasterly along the centerline of Monday Gulch Road a distance of 208 feet;
Thence Easterly and parallel to the Ben Ross Road a distance of 260 feet more or less to the center of Monday Gulch Creek;
Thence Southwesterly along the centerline of Monday Gulch Creek to the centerline of Ben Ross Road;
Thence Westerly along the centerline of Ben Ross Road a distance of 286 feet to the POINT OF BEGINNING.

PARCEL IV
Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho
Section 7: SW1/4SE1/4
Section 18: All that part of the E1/2 and of the SE1/4NW1/4 lying North of the East-West County Road to Cambridge.

EXCEPTING from Parcels I, II, III and IV roads as now established.

PARCEL V
Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho
Section 17: SW1/4SW1/4
Section 19: S1/2SE1/4 EXCEPTING all that portion of the SE1/4SE1/4 lying South and West of the County Roads more particularly described as starting at a point in the center of the intersection of Ben Ross County

CONTINUED

SCANNED

POOR COPY

EXHIBIT "A" CONTINUED

Road and Monday Gulch Country Road in the SE1/4SE1/4SE1/4 of Township 14 North, Range 1 West, Boise Meridian, Section 19;
Thence Southwesterly along the centerline of the old unnamed county road a distance of 300 feet;
Thence Northeasterly to a point on Monday Gulch Road 283 feet North of the above starting point;
Thence Northeasterly along the centerline of Monday Gulch Road a distance of 208 feet;
Thence Easterly and parallel to the Ben Ross Road a distance of 260 feet more or less to the center of Monday Gulch Creek;
Thence Southwesterly along the centerline of Monday Gulch Creek to the centerline of Ben Ross Road;
Thence Westerly along the centerline of Ben Ross Road a distance of 286 feet to the POINT OF BEGINNING.

Section 20: W1/2W1/2
Section 29: All that portion of the NW1/4NW1/4 lying North of the County Road
Section 30: A portion of the E1/2NW1/4, NE1/4 EXCEPTING all those portions lying South and West of the County Road
All that portion of Lot 1 lying North of the County Road running in a Westerly direction over and across said Lot 1 as said County Road is now established.

Township 14 North, Range 2 West, Boise Meridian, Adams County, Idaho
Section 24: E1/2E1/2
Section 25: W1/2NE1/4 and all that portion of the NE1/4NE1/4 lying North of the County Road running in a Westerly direction over and across said NE1/4NE1/4 as said County Road is now established.

EXCEPTING County road right-of-way

SUBJECT TO THE FOLLOWING:

GENERAL TAXES AND ASSESSMENTS for the year 1995 which are a lien but not yet due or payable for all tax parcels.

RIGHT-OF-WAY for a private or public road including terms and conditions contained therein as described in Deed recorded March 31, 1925 in Book 10 Deeds page 345.

POWERLINE EASEMENT to IDAHO POWER COMPANY affecting property in the W1/2NW1/4 Section 20, recorded March 2, 1950 in Book 5M Misc. Page 134 (Parcel V).

ANY CLAIMS ARISING from the living springs of water as set forth in Quitclaim Deed recorded July 20, 1966 in Book 27 Deeds page 188 (Affects the NW1/4NW1/4 Section 29).

LACK OF RIGHT OF ACCESS TO AND FROM SAID LAND. Affects W1/2NE1/4 of Section 25, Township 14 North, Range 2 West, Boise Meridian, Adams County, Idaho (Parcel V).

CONTINUED

SCANNED
DEC - 6 2006

POOR COPY

POOR COPY

ANY RIGHTS, INTEREST OR EASEMENTS in favor of the public which exist or are claimed to exist over any part of said land covered by Monday Gulch Creek.

ANY CLAIM arising from the difference in the mean high water line of Monday Gulch Creek and the meander line as shown by the original government survey.

EXCEPTING THEREFROM THE FOLLOWING THREE PARCELS OF REAL PROPERTY, TO-WIT:

Parcel #1:

Situate in Adams County, Idaho:

All that portion of the SE1/4SE1/4 of Section 19, Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho, lying North of Ben Ross Road and Easterly of Monday Gulch Road.

Parcel #2:

Situate in Adams County, Idaho:

A portion of W1/2NW1/4 of Section 20, Township 14 North, Range 1 West of the Boise Meridian, Adams County, Idaho, described as follows:

Beginning at the Northwest corner of Sec. 20, Twp. 14 N., R 1 W.B.M.:
Thence South along the West line of said NW1/4NW1/4 a distance of 1170 feet to the TRUE POINT OF BEGINNING;
Thence East parallel to South line of said NW1/4NW1/4 a distance of 570 feet to the center of Monday Gulch Creek;
Thence Southerly along the center line of said Monday Gulch Creek to a point 612 feet South of the North line of the SW1/4NW1/4;
Thence West parallel to the North line of said SW1/4NW1/4 a distance of 650 feet to the West line of said SW1/4NW1/4;
Thence North along the West line of said W1/2NW1/4 a distance of 762 feet to the TRUE POINT OF BEGINNING.
SUBJECT TO right of way for County Road along the West boundary.

Parcel #3:

A portion of the NE1/4NE1/4 of Sec. 30, SE1/4SE1/4 of Sec. 19 and SW1/4SW1/4 of Sec. 20 all in Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho, more particularly described as follows:

Beginning at the point of intersection of the center line of Monday Gulch Creek and the North right of way boundary of Ben Ross Road in the SE1/4SE1/4 of Sec. 19;

thence Easterly along the North right of way of Ben Ross Road a distance of 400 feet more or less to the East boundary of the NE1/4NE1/4 of Sec. 30;

thence North along the East boundary of the NE1/4NE1/4 of Sec. 30 and the SE1/4SE1/4 of Sec. 19 a distance of 378 feet;

thence East parallel to the South boundary of the SW1/4SW1/4 of Sec. 20 a distance of 525 feet;

thence North parallel to the West boundary of said SW1/4SW1/4 a distance of 942 feet more or less to the North boundary of the SW1/4SW1/4 of Sec. 20;

thence West along the North boundary of said SW1/4SW1/4 a distance of 370 feet more or less to the center line of Monday Gulch Creek;

thence Southerly along said Creek center line to the P... Beginning.

SCANNED
DEC - 6 2006

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: **A67-07050**
Date Received: 9/22/1989
Receipt No: C011767
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ELAINE A WEBER 208-256-4353
   Address: 2004 BEN ROSS RD
   INDIAN VALLEY ID 83632

2. Date of Priority: NOV 25, 1970

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
14N	01W	30	NE SE NE		ADAMS

5. Description of diverting works:
   WELL, 365' DEEP, 18" CASING, ARTESIAN FLOW, PIPELINE,GRAVITY FLOW

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	10/15	1.850		

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

8. Total consumptive use is 279.0 Acre Feet Per Annum.

9. Non-irrigation uses:
   NONE

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
14N	01W	17	SW SW		IRR	15.0

SCANNED MAY 10 2004

MICROFILMED OCT 23 1996

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4		Lot	Use	Acres
						Section Acres	15.0
		19	SE	SE		IRR	4.0
						Section Acres	4.0
		20	NW	NW		IRR	18.0
			SW	NW		IRR	12.0
			NW	SW		IRR	15.0
			SW	SW		IRR	15.0
						Section Acres	60.0
		30	NE	NE		IRR	14.0
						Section Acres	14.0
						Total Acres	93.0

11. Place of use in counties: ADAMS

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

13. Other Water Rights Used:
A67-02361A, A67-07050 AND A67-02248

14. Remarks:
THIS RIGHT IS FOR ADDITIONAL CFS, SAME WELL AS A67-02361A
CRP LAND IN SWSW SEC 17 & NWNW SEC 20.
OWNERSHIP CHANGED BY RDH ON 2/26/96.
ADDRESS/OWNERSHIP CHANGED BY RDH ON 3/19/96.

15. Basis of Claim: LICENSE

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: _____

MICROFILMED
OCT 23 1996

For Individuals:

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

Signature of Claimant(s): _____ Date: _____

_____ Date: _____

State of Idaho)
) SS.
County of _____)

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

of _____ 19 _____

_____
Notary Public

Seal

Residing at _____

My Commission Expires _____

MICROFILMED
OCT 23 1996

Form 42-1409(7)

NEW PROPERTY OWNER
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

DATE OF CLOSING: _____

RECEIVED
MAR 15 1996
WATER RESOURCES
WESTERN REGION

LEGAL DESCRIPTION OF PROPERTY: Township_____ Range_____
Section_____, _____1/4 of_____1/4 of_____1/4,Govt. Lot_____, BM.
Lot_____,Block,_____,Subdivision/Townsite_____.
If you have additional legal descriptions, please attach separate sheet.

[ ] Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)

[ ] Water Right Number(s) Assigned by IDWR: A67-02361A, A67-02361B, A67-02248, A67-07050, A67-10286, A67-10287, A67-10288, A67-11280 & A67-11297.

[ ] Name and Address of Former Owner/Claimant(s)(Seller): MARVIN G WEBER & ELAINE A WEBER
3741-143RD AVE S W
TENINO WA 98589

[ ] New Owner/Claimant (Purchaser): ELAINE A WEBER

[ ] New Mailing Address: 2004 BEN ROSS RD
INDIAN VALLEY ID 83632

[ ] New Telephone Number: (208) 256 - 4353

[ ] Does the change in ownership result in a splitting of the water right owned/claimed? ___yes _X_ no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:
THIS FORM IS TO SHOW AN ADDRESS CHANGE OF THE FORMER OWNER AND TO SHOW AN OWNERSHIP CHANGE OF THE FORMER OWNER TO ONLY ELAINE A WEBER DUE TO RECENT DEATH OF HER HUSBAND, MARVIN G WEBER.

[ ] Attach proof of ownership, describe proof attached: DEATH CERTIFICATE OR OTHER ETC.

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

[ ] Signature of New Owner/Claimant(s) Elaine A Weber Date 3-14-96
_____ Date _____

[ ] Signature of Former Owner/Claimant(s): Marvin G Weber Date 3-14-96
_____ Date _____

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

FOR IDWR USE ONLY:
Initial Review and Data-Entry
Date: **By:**
Further Action Needed:

Further Action Taken
Date: **By:**
Final Review and Data-Entry
Date: **By:**
Claim Numbers of Split, if any:

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

MICROFILMED
OCT 23 1996

CERTIFICATION OF VITAL RECORD

STATE OF IDAHO

IDAHO DEPARTMENT OF HEALTH AND WELFARE
COOPERATIVE CENTER FOR HEALTH STATISTICS

POOR ORIGINAL

CERTIFICATE OF DEATH

DATE FILED: JANUARY 16, 1996 STATE FILE NUMBER: 95-08211

DECEDENT: MARVIN GLEN WEBER

DATE OF DEATH: DEC. 24, 1995 PLACE OF DEATH: COUNCIL, IDAHO

DATE OF BIRTH: AUG. 14, 1927 PLACE OF BIRTH: OKLAHOMA

AGE: 68 YEARS SEX: MALE VETERAN? YES

MARITAL STATUS: MARRIED SPOUSE (MAIDEN): ELAINE MOUNTS

SOCIAL SECURITY NUMBER: 533-20-5285 RESIDENCE: INDIAN VALLEY, IDAHO

FATHER: GLEN WEBER
FATHERS BIRTHPLACE: OKLAHOMA
MOTHER (MAIDEN): FERN CLARK
MOTHERS BIRTHPLACE: OKLAHOMA

MORTUARY: THOMASON FUNERAL HOME, INC. WEISER, IDAHO
MORTICIAN: ROBERT E. THOMASON DISPOSITION: BURIAL

CERTIFYING CORONER: SUSAN WARNER AUTOPSY: NO

1. CAUSE OF DEATH, UNDERLYING CAUSE LAST: INTERVAL

CARDIAC ARRHYTHMIA UNKNOWN
MYOCARDIAL INFARCTION UNKNOWN

2. OTHER CONDITIONS CONTRIBUTING TO DEATH BUT UNRELATED TO ABOVE CAUSES:

NONE LISTED

MANNER OF DEATH: NATURAL

MICROFILMED
OCT 23 1996

I certify that this is a true and correct reproduction or abstract of an official record filed with the IDAHO COOPERATIVE CENTER FOR HEALTH STATISTICS.

DATE ISSUED: JANUARY 17, 1996

Jane S. Smith

JANE S. SMITH
State Registrar

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: **A67-07050**
Date Received: 9/22/1989
Receipt No: C011767
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: MARVIN G WEBER
   Address: 3741-143RD AVE S W
   TENINO WA 98589
   AND
   Name: ELAINE A WEBER
   Address: 3741-143RD AVE S W
   TENINO WA 98589

2. Date of Priority: NOV 25, 1970

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
14N	01W	30	NE SE NE		ADAMS

5. Description of diverting works:
   WELL, 365' DEEP, 18" CASING, ARTESIAN FLOW, PIPELINE,GRAVITY FLOW

6. Water is used for the following purposes:

Purpose	From	To	C.F.S (or)	A.F.A.
IRRIGATION	04/01	10/15	1.850	

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

8. Total consumptive use is 279.0 Acre Feet Per Annum.

9. Non-irrigation uses:
   NONE

MICROFILMED
OCT 23 1996

10. Place of Use:

Township	Range	Section	1/4 of 1/4		Lot	Use	Acres
14N	01W	17	SW	SW		IRR	15.0
						Section Acres	15.0
		19	SE	SE		IRR	4.0
						Section Acres	4.0
		20	NW	NW		IRR	18.0
			SW	NW		IRR	12.0
			NW	SW		IRR	15.0
			SW	SW		IRR	15.0
						Section Acres	60.0
		30	NE	NE		IRR	14.0
						Section Acres	14.0
						Total Acres	93.0

11. Place of use in counties: ADAMS

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

13. Other Water Rights Used:
A67-02361A, A67-07050 AND A67-02248

14. Remarks:
THIS RIGHT IS FOR ADDITIONAL CFS, SAME WELL AS A67-02361A
CRP LAND IN SWSW SEC 17 & NWNW SEC 20.
OWNERSHIP CHANGED BY RDH ON 2/26/96.

15. Basis of Claim: LICENSE

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: _____

MICROFILMED
OCT 23 1996

For Individuals:

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

Signature of Claimant(s): _____ Date: _____

_____ Date: _____

State of Idaho)
) SS.
County of _____)

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

of _____ 19 _____ _____
Notary Public

Seal

Residing at _____

My Commission Expires _____

MICROFILMED
OCT 23 1996

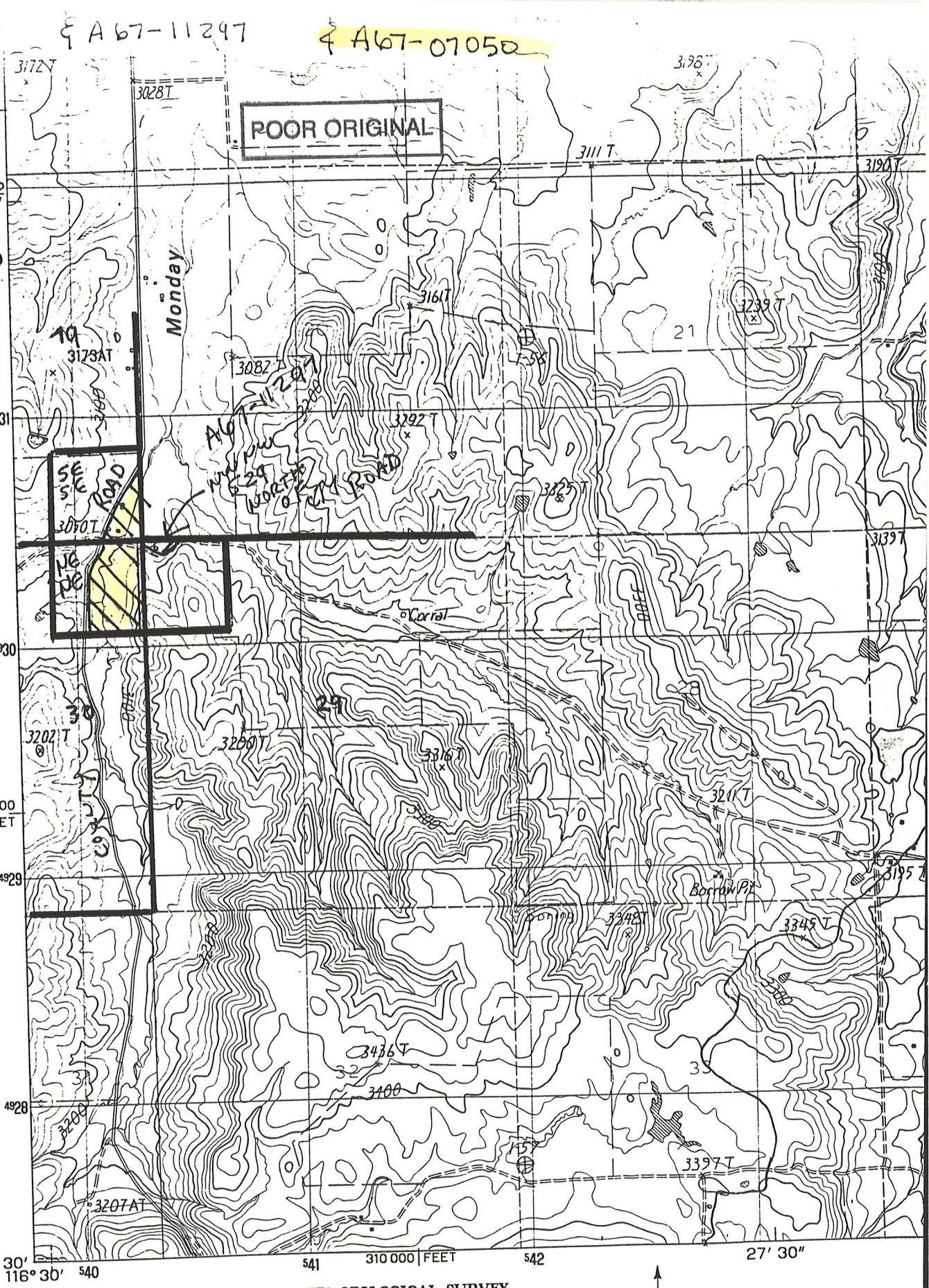
A67-02361A & A67-11297 & A67-07052

A67-02248
A67-11280

EXCEPTING ALL LYING SOUTH & WEST OF COUNTY ROAD IN THE SESE, S19 & NENE S30 (SEE METES & BOUNDS DESC)

T14N
R1W
S19 SESE
&
T14N
R1W
S30 NENE

S17 SWSW-OK
S20 W½W½-OK



PRODUCED BY THE UNITED STATES GEOLOGICAL SURVEY
CONTROL BY ..... USGS, NOS/NOAA
COMPILED FROM AERIAL PHOTOGRAPHS TAKEN 1980
FIELD CHECKED ..... 1982 MAP EDITED 1986
PROJECTION ..... TRANSVERSE MERCATOR
GRID: 1000-METER UNIVERSAL TRANSVERSE MERCATOR ..... ZONE 11
10,000-FOOT STATE GRID TICKS ..... IDAHO, WEST ZONE
UTM GRID DECLINATION ..... 0°24' EAST
1986 MAGNETIC NORTH DECLINATION ..... 17°30' EAST
VERTICAL DATUM ..... NATIONAL GEODETIC VERTICAL DATUM OF 1929
HORIZONTAL DATUM ..... 1927 NORTH AMERICAN DATUM
...the predicted North American Datum of 1983,

MICROFILMED
OCT 23 1996

NORTH

1000 0 1000

1000

PROVISIONAL MAP

Form 42-1409(7)

IDWR

NEW PROPERTY OWNER
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

RECEIVED
SEP 15 1995
Department of Water Resources

DATE OF CLOSING: 7/27/95

LEGAL DESCRIPTION OF PROPERTY: Township 14N Range 01W & 02W
Section *, _____, 1/4 of _____ 1/4 of _____ 1/4, Govt. Lot _____, BM. *see attached copy of Deed
Lot _____, Block, _____, Subdivision/Townsite _____.
If you have additional legal descriptions, please attach separate sheet.

[ ] Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)

RECEIVED
SEP 18 1995
WATER RESOURCES
WESTERN REGION

[ ] Water Right Number(s) Assigned by IDWR: 67-07050

[ ] Name and Address of Former Owner/Claimant(s)(Seller): Clifford J. Keppinger
HC68 Box 2620
Indian Valley, ID 83632

[ ] New Owner/Claimant (Purchaser): Marvin G. Weber & Elaine A. Weber

[ ] New Mailing Address: 3741 - 143rd Ave. S.W.
Tenino, WA 98589

[ ] New Telephone Number: ( ) _____ - _____

[ ] Does the change in ownership result in a splitting of the water right owned/claimed? ___ yes X no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

[ ] Attach proof of ownership, describe proof attached: copy of recorded Warranty Deed

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

[ ] Signature of New Owner/Claimant(s): Marvin A Weber Date 7-26-95
Elaine A Weber Date 7-26-95

[ ] Signature of Former Owner/Claimant(s): _____ Date _____
_____ Date _____

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

FOR IDWR USE ONLY:
Initial Review and Data-Entry
Date: **By:**
Further Action Needed:

Further Action Taken
Date: **By:**
Final Review and Data-Entry
Date: **By:**
Claim Numbers of Split, if any:

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

MICROFILMED
OCT 23 1996

INSTRUMENT NO. 88341

POOR ORIGINAL

RECEIVED
SEP 15 1995
Department of Water Resources

STATE OF Idaho)
: ss
COUNTY OF Adams)

On this 25th day of July . in the year of 1995. before me a Notary Public. personally appeared
BEVERLY TOOMEY
known or identified to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact of T.J. TOOMEY & NANCY M. TOOMEY. and acknowledged to me that she subscribed the names of T.J. TOOMEY & NANCY M. TOOMEY thereto as principal. and her own as Attorney in Fact.

Christy A. Bury
Notary Public
Resididng At: Fruitvale, Idaho
Commission Expires: 8/4/98

STATE OF Idaho)
: ss
COUNTY OF Adams)

On this 26th day of July . in the year of 1995. before me a Notary Public. per sonally appeared CLIFFORD J. KEPPINGER. aka CLIFFORD KEPPINGER. & IRENE KEPPINGER. aka MYRTLE IRENE KEPPINGER
known or identified to me to be the persons whose names are subscribed to the within instrument. and acknowledged to me that they executed the same.

Christy A. Bury
Notary Public
Residing At: Fruitvale, Idaho
Commission Expires: 8/4/98

#95-195

MICROFILMED
OCT 23 1996

POOR ORIGINAL

PARCEL I
Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho
Section 17: W1/2NE1/4, NW1/4, NW1/4SW1/4 EXCEPTING a tract 210 feet East and West by 210 feet North and South in the NW corner.

PARCEL II
Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho
Section 18: E1/2SW1/4 and all that portion of the SE1/4 and of the SW1/4NE1/4 and of the SE1/4NW1/4 lying South of the Cambridge cut-off road.
Section 19: N1/2NE1/4 and that portion of the SW1/4SE1/4SE1/4 lying South and West of existing County roads.
Section 30: All that part of the E1/2NE1/4 lying West of the County Road and all that part of the W1/2NE1/4 and of the E1/2NW1/4 lying South of the County Road.

RECEIVED
SEP 18 1995
WATER RESOURCES
WESTERN REGION

PARCEL III
Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho
Section 19: SW1/4SE1/4SE1/4SE1/4, and all that part of the SE1/4SE1/4SE1/4 more particularly described as starting at a point in the center of the intersection of Ben Ross County Road and Monday Gulch country road in the SE1/4SE1/4SE1/4 of Township 14 North, Range 1 West, Section 19, Boise Meridian, Adams County, Idaho;
Thence Southwesterly along the centerline of the old unnamed county road a distance of 300 feet;
Thence Northeasterly to a point on Monday Gulch Road 283 feet North of the above starting point;
Thence Northeasterly along the centerline of Monday Gulch Road a distance of 208 feet;
Thence Easterly and parallel to the Ben Ross Road a distance of 260 feet more or less to the center of Monday Gulch Creek;
Thence Southwesterly along the centerline of Monday Gulch Creek to the centerline of Ben Ross Road;
Thence Westerly along the centerline of Ben Ross Road a distance of 286 feet to the POINT OF BEGINNING.

PARCEL IV
Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho
Section 7: SW1/4SE1/4
Section 18: All that part of the E1/2 and of the SE1/4NW1/4 lying North of the East-West County Road to Cambridge.

EXCEPTING from Parcels I, II, III and IV roads as now established.

PARCEL V
Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho
Section 17: SW1/4SW1/4
Section 19: S1/2SE1/4 EXCEPTING all that portion of the SE1/4SE1/4 lying South and West of the County Roads more particularly described as starting at a point in the center of the intersection of Ben Ross County

CONTINUED

RECEIVED
SEP 15 1995
Department of Water Resources
MICROFILMED
OCT 23 1996

POOR ORIGINAL

Road and Monday Gulch Country Road in the SE1/4SE1/4SE1/4 of Township 14 North, Range 1 West, Boise Meridian, Section 19;
Thence Southwesterly along the centerline of the old unnamed county road a distance of 300 feet;
Thence Northeasterly to a point on Monday Gulch Road 283 feet North of the above starting point;
Thence Northeasterly along the centerline of Monday Gulch Road a distance of 208 feet;
Thence Easterly and parallel to the Ben Ross Road a distance of 260 feet more or less to the center of Monday Gulch Creek;
Thence Southwesterly along the centerline of Monday Gulch Creek to the centerline of Ben Ross Road;
Thence Westerly along the centerline of Ben Ross Road a distance of 286 feet to the POINT OF BEGINNING.

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Section 20: W1/2W1/2
Section 29: All that portion of the NW1/4NW1/4 lying North of the County Road
Section 30: A portion of the E1/2NW1/4, NE1/4 EXCEPTING all those portions lying South and West of the County Road
All that portion of Lot 1 lying North of the County Road running in a Westerly direction over and across said Lot 1 as said County Road is now established.

Township 14 North, Range 2 West, Boise Meridian, Adams County, Idaho
Section 24: E1/2E1/2
Section 25: W1/2NE1/4 and all that portion of the NE1/4NE1/4 lying North of the County Road running in a Westerly direction over and across said NE1/4NE1/4 as said County Road is now established.
EXCEPTING County road right-of-way

SUBJECT TO THE FOLLOWING:

GENERAL TAXES AND ASSESSMENTS for the year 1995 which are a lien but not yet due or payable for all tax parcels.

RIGHT-OF-WAY for a private or public road including terms and conditions contained therein as described in Deed recorded March 31, 1925 in Book 10 Deeds page 345.

POWERLINE EASEMENT to IDAHO POWER COMPANY affecting property in the W1/2NW1/4 Section 20, recorded March 2, 1950 in Book 5M Misc. Page 134 (Parcel V).

ANY CLAIMS ARISING from the living springs of water as set forth in Quitclaim Deed recorded July 20, 1966 in Book 27 Deeds page 188 (Affects the NW1/4NW1/4 Section 29).

LACK OF RIGHT OF ACCESS TO AND FROM SAID LAND. Affects W1/2NE1/4 of Section 25, Township 14 North, Range 2 West, Boise Meridian, Adams County, Idaho (Parcel V).

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Department of Water Resources

CONTINUED

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POOR ORIGINAL

ANY RIGHTS, INTEREST OR EASEMENTS in favor of the public which exist or are claimed to exist over any part of said land covered by Monday Gulch Creek.

ANY CLAIM arising from the difference in the mean high water line of Monday Gulch Creek and the meander line as shown by the original government survey.

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WATER RESOURCES
WESTERN REGION

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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: **A67-07050**
Date Received: 9/22/1989
Receipt No: C011767
Received By: RH

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

1. Name: CLIFFORD J. KEPPINGER 208-256-4311
   Address: HC 68, BOX 2620
   INDIAN VALLEY, ID 83632

2. Date of Priority: NOV 25, 1970

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
14N	01W	30	NE SE NE		ADAMS

5. Description of diverting works:
   WELL, 365' DEEP, 18" CASING, ARTESIAN FLOW, PIPELINE,GRAVITY FLOW

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	10/15	1.850		

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

8. Total consumptive use is 279.0 Acre Feet Per Annum.

9. Non-irrigation uses:
   NONE

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
14N	01W	17	SW SW		IRR	15.0
				Section Acres		15.0

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OCT 0 2 1992

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4		Lot	Use	Acres
14N	01W	19	SE	SE		IRR	4.0
					Section Acres		4.0
		20	NW	NW		IRR	18.0
			SW	NW		IRR	12.0
			NW	SW		IRR	15.0
			SW	SW		IRR	15.0
					Section Acres		60.0
		30	NE	NE		IRR	14.0
					Section Acres		14.0
					Total Acres		93.0

11. Place of use in counties: ADAMS

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

13. Other Water Rights Used:
A67-02361A, A67-07050 AND A67-02248

14. Remarks:
THIS RIGHT IS FOR ADDITIONAL CFS, SAME WELL AS A67-02361A
CRP LAND IN SWSW SEC 17 & NWNW SEC 20.

15. Basis of Claim: LICENSE

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OCT 0 2 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 X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): Clifford Kepping Date: 12-11-89

_____ Date: _____

State of Idaho)
) SS.
County of ADA)

Subscribed and sworn (or affirmed) before me this 11th day of Dec 19 89

Ron Howerton
Notary Public

Seal

Residing at Ron Howerton
Residing at Boise, Idaho

My Commission Expires My Commission Expires December 8, 1994

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OCT 0 2 1992

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: **A67-07050**
Date Received: 9/22/1989
Receipt No: C011767
Received By: AAF

NOTICE OF CLAIM TO A WATER RIGHT ACQUIRED UNDER STATE LAW

1. Name: CLIFFORD J. KEPPINGER 208-256-4311
   Address: HC 68, BOX 2620
   INDIAN VALLEY, ID 83632

2. Date of Priority: NOV 25, 1970

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4	of 1/4	of 1/4	Lot	County
14N	01W	30	NE	SE	NE		ADAMS

5. Description of diverting works:
   WELL, 365' DEEP, 18" CASING, 225 HP PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	10/15	1.850		

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

8. Total consumptive use is 279.0 Acre Feet Per Annum.

9. Non-irrigation uses:
   NONE

10. Place of Use:

Township	Range	Section	1/4	of 1/4	Lot	Use	Acres
14N	01W	17	NW	NW		IRR	23.0
					Section Acres		23.0

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10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4		Lot	Use	Acres
14N	01W	20	SW	NW		IRR	20.0
			NW	SW		IRR	30.0
			SW	SW		IRR	20.0
					Section Acres		70.0
					Total Acres		93.0

11. Place of use in counties: ADAMS

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

13. Other Water Rights Used:
A67-02361,

14. Remarks:

15. Basis of Claim: LICENSE

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OCT 0 2 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 X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 1 misp

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): Clifford Kepsinger Date: 9-22-89

Date:

State of Idaho)
) SS.
County of Ada)

Subscribed and sworn (or affirmed) before me this 22nd day of September 19 89

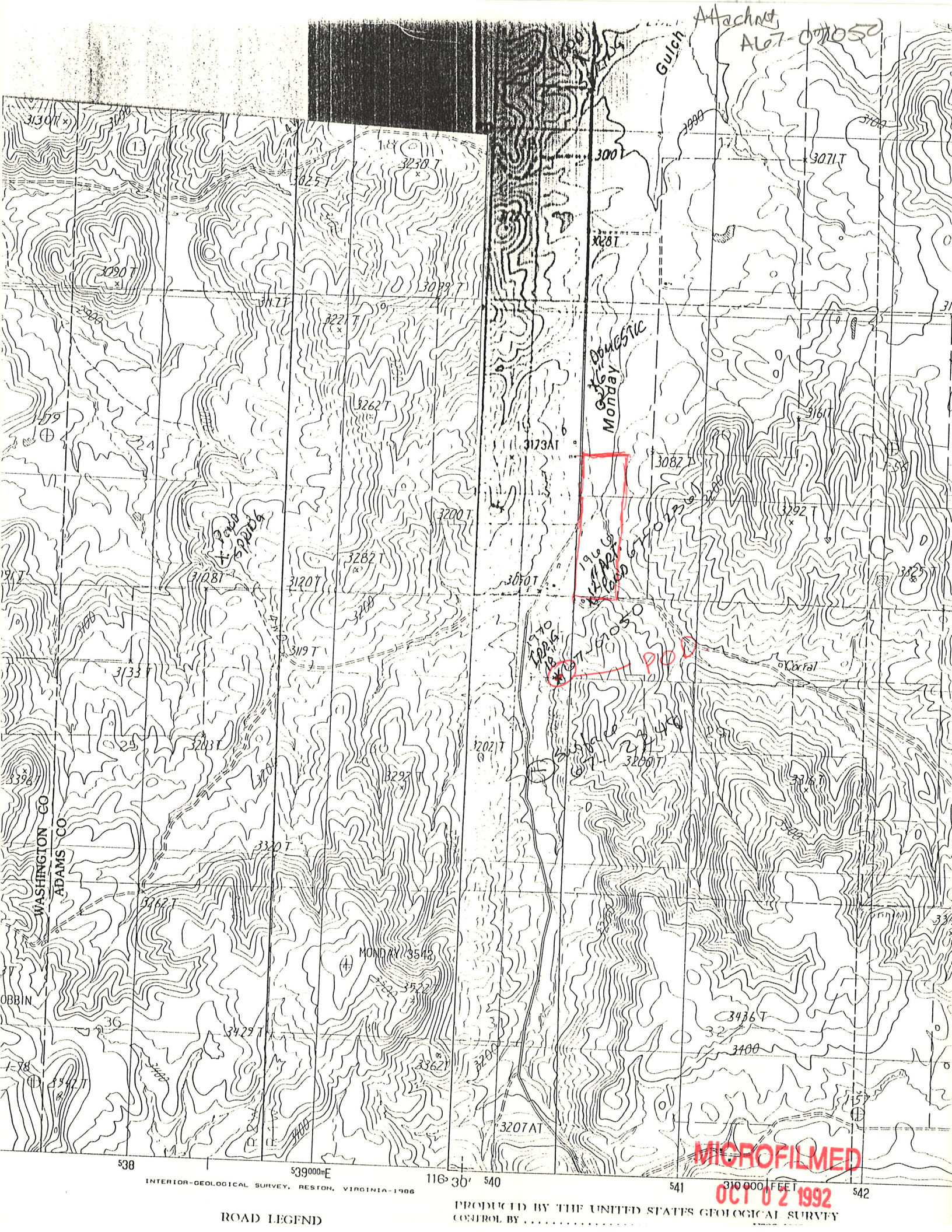
Helen Harrington
Notary Public

Seal

Residing at Helen Harrington, Notary Public Residing at Boise, Idaho

My Commission Expires My Commission Expires December 1, 1994

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OCT 0 2 1992


Attachment
A67-0705?
Gulch
Monday
DOMESTIC
3173AT
3082T
3050T
3071T
3292T
3161T
3200T
3282T
3120T
3108T
3262T
3230T
3090T
3133T
3119T
3203T
3202T
3200T
3297T
3320T
3362T
3396T
3436T
3400
3207AT
MONDAY 3542
WASHINGTON CO
ADAMS CO
OBBIN
Corral
MICROFILMED
OCT 02 1992
INTERIOR-GEOLOGICAL SURVEY, RESTON, VIRGINIA-1986
ROAD LEGEND
PRODUCED BY THE UNITED STATES GEOLOGICAL SURVEY

POOR ORIGINAL

INSTRUMENT NO. 88341

WARRANTY DEED

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SEP 15 1995
Department of Water Resources

For Value Received JOHNNY KEPPINGER, aka JOHNNIE D. KEPPINGER, aka JOHNNY D. KEPPINGER, aka JOHNNY DELVIN KEPPINGER, and HELEN KEPPINGER, aka HELEN J. KEPPINGER, aka HELEN JOANN KEPPINGER, husband and wife, and T.J. TOOMEY and NANCY M. TOOMEY, husband and wife, and CLIFFORD J. KEPPINGER, aka CLIFFORD KEPPINGER, and IRENE KEPPINGER, aka MYRTLE IRENE KEPPINGER, husband and wife

the grantors , do hereby grant, bargain, sell and convey unto MARVIN G. WEBER and ELAINE A. WEBER, husband and wife

the grantees, whose current address is, 3741-143rd Ave S.W, Tenino, WA 98589

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WATER RESOURCES
WESTERN REGION

the following described premises, in Adams County, Idaho, to-wit:

SEE ATTACHED EXHIBIT "A" MADE A PART HEREOF.

TO HAVE AND TO HOLD THE said premises, with their appurtenances unto the said Grantees their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees , that they are the owners in fee simple of said premises; that they are free from all incumberances excepting for all easements of record, rights of way, matters visible, and all matters of record and title.

and that they will warranty and defend the same from all lawful claims whatsoever.

Date: July 26, 1995

Johnny Keppinger
Johnny Keppinger, aka Johnnie D. Keppinger, aka Johnny D. Keppinger, aka Johnny Delvin Keppinger

Helen Keppinger
Helen Keppinger, aka Helen J. Keppinger, aka Helen Joann Keppinger

T. J. Toomey By Beverly Toomey
T. J. Toomey, by Beverly Toomey, his Attorney in Fact

Nancy M. Toomey By Beverly Toomey
Nancy M. Toomey, by Beverly Toomey, her Attorney in Fact

Clifford J Keppinger
Clifford J. Keppinger, aka Clifford Keppinger

Irene Keppinger
Irene Keppinger, aka Myrtle Irene Keppinger

STATE OF Idaho)
) ss
COUNTY OF Adams)

On this 26th day of July, in the year of 1995, before me a Notary Public, personally appeared JOHNNY KEPPINGER, aka JOHNNIE D. KEPPINGER, aka JOHNNY D. KEPPINGER, aka JOHNNY DELVIN KEPPINGER & HELEN KEPPINGER, aka HELEN J. KEPPINGER, aka HELEN JOANN KEPPINGER known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same

Christy C. Bucey
Notary Public
Residing at Fruitvale, Idaho
Commission expires: 8/4/98

STATE OF IDAHO, COUNTY OF ADAMS
I hereby certify that this instrument was filed for record at the request of Timberline Title + Escrow at 43 minutes past 8 o'clock M. this 27th day of July, 1995, in my office, and duly recorded in Book of Deeds at page

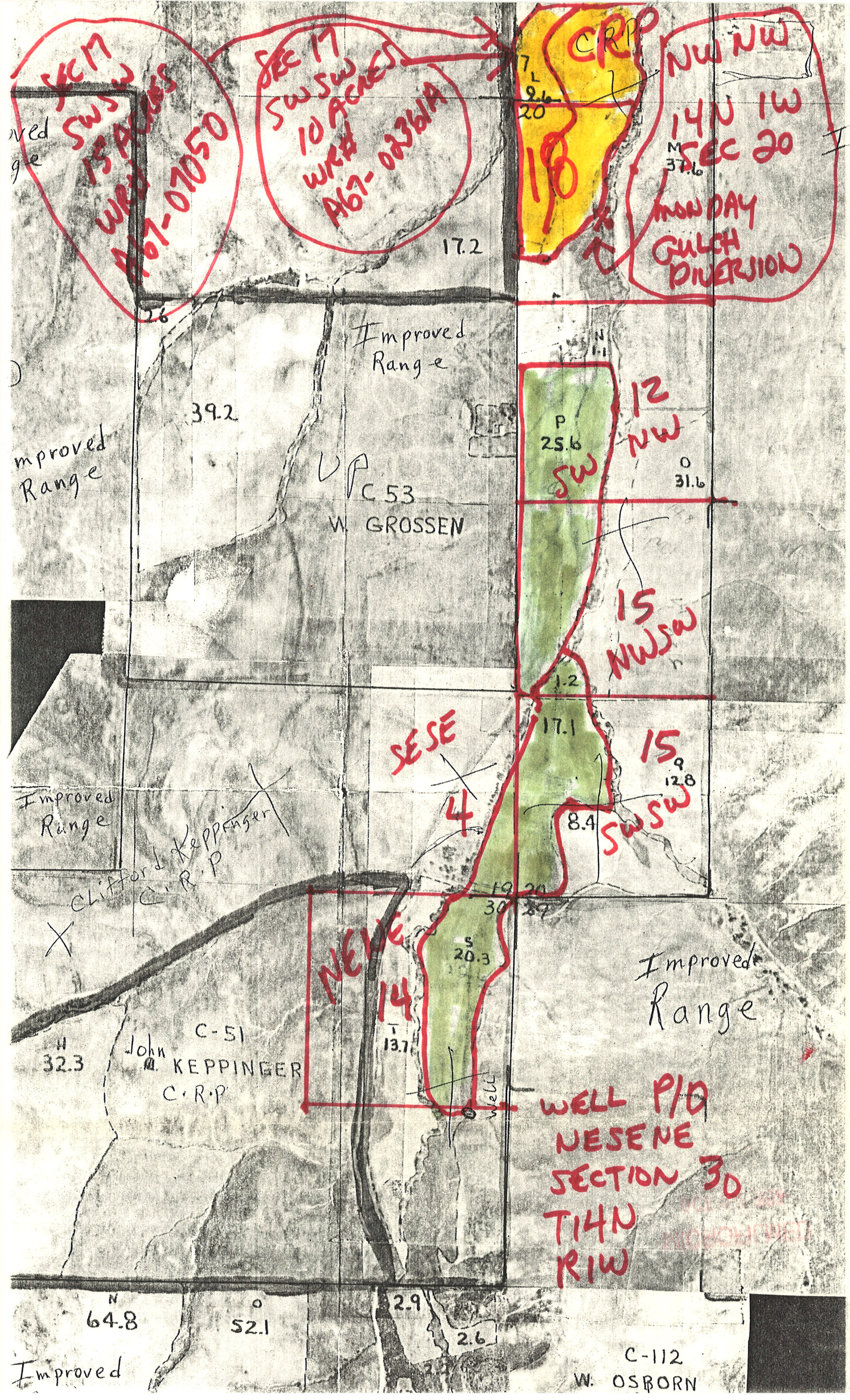
Michael Fisk
Ex-Officio Recorder

By: Peggy Pinkal
Deputy

Fees $
Mail to:

OCT 23 1996 MICROFILMED

MICROFILMED
OCT 23 1996


SEC 17
SWSW
15 ACRES
WRR
A67-07050
SEE 17
SWSW
10 ACRES
WRR
A67-042614
CRP
7
L
9.6
20
18
NW NW
14 W 1W
SEC 20
M
37.6
MOWDAY
GULCH
DIVERSION
17.2
26
Improved
Range
39.2
Improved
Range
N
11
P
25.6
SW
12
NW
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31.6
C 53
W. GROSSEN
15
NWSW
1.2
17.1
SESE
4
15
Q
12.8
SWSW
8.4
Improved
Range
Clifford Keppinger
C.R.P
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NENE
14
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13.7
S
20.3
Improved
Range
C-51
John M. KEPPINGER
C.R.P
H
32.3
Well
WELL P/D
NESENE
SECTION 30
T14N
R1W
N
64.8
O
52.1
2.9
2.6
Improved
C-112
W. OSBORN