

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: **A36-15165**
Date Received: 12/28/1990
Receipt No: S012926
Received By: _____

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

1. Name: RICHARD L KECHTER
Address: 218 W 13TH
BURLEY ID 83318
208-678-8382

2. Date of Priority: MAR 15, 1970

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
08S	21E	10	SW	SE	NE		JEROME
		11	SW	SE	NW		JEROME
			SE	NW	SW		JEROME

5. Description of diverting works:
3 WELLS, PUMPS, SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	2.200		

7. Total Quantity Appropriated is:
2.200 C.F.S. (and/or) 440.00 A.F.A.

8. Total consumptive use is 330.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
08S	21E	10	NE	NE		IRR	8.0
			NW	NE		IRR	23.0
			SE	SE		IRR	2.0

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10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
						Section Acres	33.0
		11	NE	NE		IRR	15.0
			NW	SW		IRR	7.0
			SW	SW		IRR	8.0
			SE	SW		IRR	4.0
			NE	SE		IRR	28.0
						Section Acres	62.0
		12	SW	NW		IRR	15.0
						Section Acres	15.0
						Total Acres	110.0

11. Place of use in counties: JEROME

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

13. Other Water Rights Used:
NONE

14. Remarks:

THIS WR AND A36-02360, 02431 & 02340 COMBINED IN ONE SYSTEM
UNDER SPRINKLER IRRIGATION.
LIMITED TO 15.03 CFS ON LANDS DESCRIBED UNDER THIS EXPANSION
CLAIM WHEN COMBINED WITH LANDS DESCRIBED ON THE ABOVE LICENSES.

OWNERSHIP CHANGE 5/20/94 BY JG.

15. Basis of Claim: BENEFICIAL USE

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: _____

AMERICAN MEN

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)
County of _____) SS.

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

Notary Public

Seal

Residing at _____

My Commission Expires _____

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JUL 20 1994



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

DATE OF CLOSING: 4-1-94

RECEIVED
APR 04 1994
Department of Water Resources

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.

SEE EXHIBIT 1 ATTACHED

☐ 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) 36-02360, ³⁶⁻⁰²³³⁹ 36-02399, 36-02340,
Assigned by IDWR: 36-02431, 36-15165

☐ Name and Address of Former Owner/Claimant(s)(Seller): H & S FARMS, INC.
3434-A E. 4000 N. Route 1
Kimberly, Idaho 83341

☐ New Owner/Claimant (Purchaser):

Richard L. Kechter
218 West 13th

☐ New Mailing Address:

Burley, Idaho 83318

☐ New Telephone Number: (208) 678-8382

☐ 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: 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) [Signature] Date 4-1-94

☐ Signature of Former Owner/Claimant(s): H & S FARMS, INC. Date 4-1-94

By [Signature] Date 4-1-94

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

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: 5/19/94 By: AC

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: 5/19/94 By: AC

Claim Numbers of Split, if any:

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

NOT FILMED
APR 20 1994

940714

RECORDED

Oil and Title & Escrow, Inc.

FEB 14 3 26 PM '94

JEROME COUNTY, IDAHO

FE 12.00 DEPT 25

R

APR 18 1994

Department of Water Resources
Southern RegionWARRANTY DEED

THIS INDENTURE, made this 4th day of February, 1994, between H & S FARMS, INC., an Idaho corporation, Route 1, Kimberly, Idaho 83341, ("Grantor"), and RICHARD L. KECHTER, a single person, whose address is 213 West 13th Street, Burley, Idaho 83318, ("Grantee").

W I T N E S S E T H:

That the Grantor for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold and by these presents does grant, bargain and sell, convey and confirm unto the Grantee, and to the heirs and assigns of Grantee forever, all of the following described real estate situated in the County of Jerome, State of Idaho, to-wit:

That property more particularly described on Exhibit 1 attached hereto and made a part hereof by reference.

SUBJECT TO: 1994 taxes, levies and assessments, easements recorded in Jerome County in Book 168, at page 54, instrument number 145691, instrument number 150599, instrument number 155401, instrument number 158236, instrument number 163628, and instrument number 184966.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to said property as

WARRANTY DEED - 1

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JUL 20 1994

APR 15 1994

Department of Water Resources
Southern Region Office

well in law as in equity of the Grantor, and all water rights appurtenant thereto evidenced by numbers 36-02340, 36-02431, 36-15165, 36-02360, and 36-02399.

TO HAVE AND TO HOLD, all and singular the above-mentioned and described premises, together with appurtenances unto the Grantee and to the heirs and assigns of Grantee forever.

The Grantor shall and will warrant and by these presents will forever defend the said premises in the quiet and peaceable possession of the Grantee, and the heirs and assigns of Grantee against all and every person and persons whomsoever lawfully claiming the same, except as aforesaid.

IN WITNESS WHEREOF, the Grantor has executed this Deed the day and year first above written.

H & S FARMS, INC.

By: Harold J. Seeley
President

ATTEST:

Clella Seeley
Secretary

STATE OF IDAHO)
) ss.
County of TWIG FALLS)

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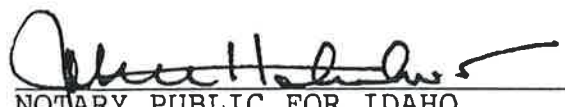
On this 4th day of February, in the year 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared HAROLD J. SEELEY and CLELLA SEELEY, known or identified to me to be the President and Secretary of H & S FARMS, INC., the corporation that executed the instrument

B

APR 18 1994

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or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



NOTARY PUBLIC FOR IDAHO

Residing at: Twin Falls, Id

My Commission Expires: Sept. 1995



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R E S I D

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Department of Water Resources
Southern Region Office

EXHIBIT 1

TOWNSHIP 8 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 8: E1/2 E1/2;
Section 9: W1/2 W1/2;
Section 10: NE1/4; E1/2 SE1/4
Section 11: NW1/4; NE1/4; SW1/4; N1/2 SE1/4;
Section 12: W1/2 NW1/4;
Section 15: NE1/4 NE1/4

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SD-0601-2 Last Name: H & S FARMS

S	First	O	Water	Priority		Total	STATE
E	Name	W	Right	Date	Source	Diversion	Use
L		N	No.				Code Desc
-	H & S FARMS INC	-	-	-	-	-	-
-		C	A36-02339	09/30/1957	GROUNDWATER	4.900	01 IRR
-		C	A36-02340	09/26/1957	GROUNDWATER	5.470	01 IRR
-		C	A36-02360	10/08/1958	GROUNDWATER	5.520	01 IRR
-		C	A36-02424	03/10/1960	GROUNDWATER	3.810	01 IRR
-		C	A36-02431	08/23/1960	GROUNDWATER	4.040	01 IRR
-		C	A36-10908	04/01/1958	GROUNDWATER	0.050	43 DOMEST
-		C	36-10908	04/01/1958	GROUNDWATER	0.050	43 DOMEST
-		C	36-02339	09/30/1957	GROUNDWATER	4.400	01 IRR
-		C	36-02340	09/26/1957	GROUNDWATER	5.470	01 IRR
-		C	36-02360	10/08/1958	GROUNDWATER	5.520	01 IRR
-		C	A36-15165	03/15/1970	GROUNDWATER	2.200	01 IRR
-		C	36-02431	08/23/1960	GROUNDWATER	4.040	01 IRR
-		C	36-15165	03/15/1970	GROUNDWATER	2.200	01 IRR
-		O	A36-02254	03/16/1954	GROUNDWATER	5.120	01 IRR
-					SPLIT RIGHT		43 DOMEST

(Enter=Continue)

(GOLD7=This Query)

(Menu _____)

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JUL 20 1994

Water Right Number - 36-15165

Prefix Translation: WATER RIGHT

Old (D) Number -

+ - - - - Last Name - - - - + + - First Name - - + + - - - - - Address - - - - - +

*** C - CURRENT OWNER ***
KECHTER

RICHARD L

1 - 218 W 13TH
2 -
3 -
City- BURLEY
Phone - 208-678-8382

State- ID Zip- 83318

*** D - DIR RPT OWNER ***
H & S FARMS INC1 - 3434-A E 4000 N
2 -
3 -
City- KIMBERLY
Phone - 208-733-2499

State- ID Zip- 83341

+ - - Priority Date - - + + - - Region - - - + + - - Stage - - - + + - - Status - - - - +
03/15/1970 17 SOUTHERN J - BENEFICIAL USE+ - - - - Source - - - - - + + - - - - Tributary - - - - - +
GROUNDWATER+ - - - - - - - - - - - - - - - Point of Diversion - - - - - +
Twn Rng Sec Tract Lot RFlg County08S 21E 10 SW SE NE (53) JEROME
11 SW SE NW (53) JEROME
SE NW SW (53) JEROME+ - - - - - - - - - - - - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume

01 - IRRIGATION 04/01 10/31 2.200

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Consumptive Use - + + - KW Usage - +
2.200 0.0+ - - - - - - - - - - - - - - - Place of Use - - - - - +
Twn Rng Sec Tract Lot Acres Code Description County

08S	21E	10	NE NE		40.0	01	IRRIGATION	(53) JEROME
08S	21E	10	NW NE		39.0	01	IRRIGATION	(53) JEROME
08S	21E	10	SW NE		39.0	01	IRRIGATION	(53) JEROME
08S	21E	10	SE NE		39.0	01	IRRIGATION	(53) JEROME
08S	21E	10	NE SE		36.0	01	IRRIGATION	(53) JEROME
08S	21E	10	SE SE		39.0	01	IRRIGATION	(53) JEROME
08S	21E	11	NE NE		35.0	01	IRRIGATION	(53) JEROME
08S	21E	11	NW NE		35.0	01	IRRIGATION	(53) JEROME
08S	21E	11	SW NE		40.0	01	IRRIGATION	(53) JEROME
08S	21E	11	SE NE		40.0	01	IRRIGATION	(53) JEROME
08S	21E	11	NE NW		40.0	01	IRRIGATION	(53) JEROME
08S	21E	11	NW NW		40.0	01	IRRIGATION	(53) JEROME
08S	21E	11	SW NW		40.0	01	IRRIGATION	(53) JEROME

Water right number - 36-15165

Prefix Translation: WATER RIGHT

Tw	Rng	Sec	Tract	Lot	Acres	Place of Use Code	Description	County
08S	21E	11	SE NW		40.0	01	IRRIGATION	(53) JEROME
08S	21E	11	NE SW		40.0	01	IRRIGATION	(53) JEROME
08S	21E	11	NW SW		40.0	01	IRRIGATION	(53) JEROME
08S	21E	11	SW SW		40.0	01	IRRIGATION	(53) JEROME
08S	21E	11	SE SW		40.0	01	IRRIGATION	(53) JEROME
08S	21E	11	NE SE		40.0	01	IRRIGATION	(53) JEROME
08S	21E	11	NW SE		40.0	01	IRRIGATION	(53) JEROME
08S	21E	12	NW NW		40.0	01	IRRIGATION	(53) JEROME
08S	21E	12	SW NW		40.0	01	IRRIGATION	(53) JEROME
08S	21E	15	NE NE		6.0	01	IRRIGATION	(53) JEROME

Total Acres: 868.0

+ - - Diversion Means - THREE WELLS AND PUMPS TO SPRINKLERS.

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use - SEE REMARKS

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 110 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 15.03 CFS, A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 3472 AF, A TOTAL COMBINED ANNUAL CONSUMPTIVE USE VOLUME OF 2604 AF, AND TO THE IRRIGATION OF A COMBINED TOTAL OF 868 ACRES IN A SINGLE IRRIGATION SEASON. THE RIGHTS LISTED BELOW ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE. COMBINED RIGHT NOS.: 36-02360, 36-02431 AND 36-02340. THIS RIGHT IS AN EXPANSION OF RIGHT NOS. LISTED ABOVE PURSUANT TO IDAHO CODE 42-1416(2).

Old Water Right Numbers -
No Old Water Right Numbers Found

Conditions of Approval -
No Conditions of Approval found.

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

Comments-

Date: 01/31/1991 User Id: BEDKE Subject: LW-STAFF REVIEW

Date: 05/20/1994 User Id: GIVENS Subject: OWNERSHIP CHANGE

CHANGE OF OWNERSHIP RECEIVED 4/13/94 FORMER OWNERS H & S FARMS INC NEW OWNER RICHARD L KECHTER. SIGNATURE OF FORMER OWNER AND COPY OF WARRANTY DEED SUBMITTED WITH FORM.

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Water right number - 36-15165

Prefix Translation: WATER RIGHT

+ - - Audit Fields - - +

05/20/94 GIVENS

+ - - - - - Adjudication Rights Dates and Flags Area - - - - - +

Court Report Filing	- 11/02/1992	Field Inspection Made	- 00/00/0000	Civil Case Number	- 39576
Objection Filed Date	- 00/00/0000	Field Inspection Flag	-	Old Case Number	-
Response Filed Date	- 00/00/0000	Verified Date	- 00/00/0000	Old Judicial District	-
Claim Received Date	- 12/28/1990	Last Amended Date	- 00/00/0000	Temporary Right	- P
		Receipt Number	- S012926	Water District	-
		POU Ownership Flag	- Y	Federal/State Indicator	- S
		Name Connector	-	Presumption Flag	- E
				Notice of Error Flag	-

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JUL 20 1994



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 736-3033

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

20-MAY-1994

RICHARD L KECHTER
218 W 13TH
BURLEY ID 83318

RE: ADJUDICATION CLAIM(s) 36-02360, (36-02399)36-02339,
36-02340, 36-02431, 36-15165 - H & S FARMS INC

Dear Mr. Kechter:

Pursuant to the notification that you have purchased property with the above-referenced claim(s), we have changed the Department's record(s) as you requested. Please review the record(s) for accuracy. Please note that the Report for Basin 36 has been filed with the court and the recommendations for the above-listed right(s) remain listed in the former owners name. Should you have questions on this form, call this office.

If you have not already filed the Standard Form #No 3 with the Adjudication Court here in Twin Falls, you will need to do so. Should you have any questions concerning Standard Form No 3, you can contact:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
P.O. Box 2707
Twin Falls ID 83303-2707
Phone Number - 736-3011

Cordially,

Judy Givens
Adjudication Secretary

Enclosures

c.c. William Parsons - PO Box 910 - Burley ID 83318

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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: A36-15165
Date Received: 12/28/1990
Receipt No: S012926
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: H & S FARMS INC. 208-733-2499
Address: 3434-A E. 4000 N.
KIMBERLY, ID 83341

2. Date of Priority: MAR 15, 1970

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
08S	21E	10	SW	SE	NE		JEROME
		11	SW	SE	NW		JEROME
			SE	NW	SW		JEROME

5. Description of diverting works:
3 WELLS, PUMPS, SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	2.200		

7. Total Quantity Appropriated is:
2.200 C.F.S. (and/or) 440.00 A.F.A.

8. Total consumptive use is 330.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
08S	21E	10	NE	NE		IRR	8.0
			NW	NE		IRR	23.0
			SE	SE		IRR	2.0

A36-15165

Page 1

Date: 12/28/90

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FEB 09 1993

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	33.0
		11	NE	NE	IRR	15.0
			NW	SW	IRR	7.0
			SW	SW	IRR	8.0
			SE	SW	IRR	4.0
			NE	SE	IRR	28.0
					Section Acres	62.0
		12	SW	NW	IRR	15.0
					Section Acres	15.0
					Total Acres	110.0

11. Place of use in counties: JEROME

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

13. Other Water Rights Used:
NONE

14. Remarks:

THIS WR AND A36-02360, 02431 & 02340 COMBINED IN ONE SYSTEM
UNDER SPRINKLER IRRIGATION.
LIMITED TO 15.03 CFS ON LANDS DESCRIBED UNDER THIS EXPANSION
CLAIM WHEN COMBINED WITH LANDS DESCRIBED ON THE ABOVE LICENSES.

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: _____

For Organizations:

I do solemnly swear or affirm that I am Pres of
W. S. Thomas Inc., that I have signed the foregoing
Organization document in the space below as Pres of
Harold D. Seely and that the statements contained in the
Organization foregoing document are true and correct.

Harold D. Seely
Signature of Authorized Agent

Pres. W. S. Thomas Inc.
Title and Organization

12-28-90
Date

State of Idaho)
County of TF) SS.

Subscribed and sworn (or affirmed) before me this 28th day
of Dec 19 90

Lois White
Notary Public

Seal

Residing at TF

My Commission Expires 5/94

1. OF CLAIMS IN POLYGON _____

AIM NUMBERS 36-02340 36-02360
-02431 36-15165

DATE 7/29

AGENT [Signature]

TRANSFER NUMBER _____

OBJECTION FILED _____

TOTAL ACRES FROM RECOMMENDATION 868

GEOGRAPHIC INFO SYSTEM 869/9

RIGHT NO	TNS			NE				NW				SW				SE			
				NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE
RECOM	85	21E	10	40	39	39	39												
GIS				40	37	37	39									36		39	232
							<u>well 229</u>									36		39	228
RECOM			11	35	35	40	40	40	40	40	40	40	40	40	40	40	40		
GIS				37	37	40	40	40	40	40	40	40	40	40	40	40	40		550
										<u>well 231</u>						40	40	<u>230</u>	554/5
RECOM			12																
GIS								40	40										80
								2	40	40	2								80/84
RECOM			15	6															
GIS				7															6
				<u>POU id #230</u>															7
RECOM																			
GIS																			
RECOM																			
GIS																			

UPDATED

B36-DBPOU.DBF 7/30

B36-DBPOD.DBF 7/30

POLYGON #

UPDATED

ATTRIBUTES OF B36-POU.SHP (229) 7/30/97

ATTRIBUTES OF B36-POD.SHP (229) 7/30/97
230
231

* 45 acres identified as (#) are in
 under this system, not claimed, not recommended
 * POD in Sec 10 (id #229) is incorrectly mapped according
 to research of license & verification work.
 Should be in SW 1/4 NE ~~1/4~~

P/U CONFLICT yes (X) no ()

P/D CONFLICT yes (X) no ()

SENT FOR DECREE yes () no ()

604 - 0603/7/30

R PROOF



CVR



MAPS



PHOTOS



MISC



MICROFILMED

1993

Water Right Number - R36-15165

Prefix Translation:

RESEARCH

Old (D) Number -

+ - - - - Last Name - - - - + + - First Name - - + + - - - - - Address - - - - - +

*** C - CURRENT OWNER ***
H & S FARMS INC.

1 - 3434-A E. 4000 N.

2 -

3 -

City- KIMBERLY

State- ID Zip- 83341

Phone - 208-733-2499

+ - - Priority Date - - + + - - - Region - - - + + - - - Stage - - - + + - - - Status - - - +
03/15/1970 17 SOUTHERN J - BENEFICIAL USE+ - - - - Source - - - - - + + - - - - - Tributary - - - - - +
GROUNDWATER+ - - - - Point of Diversion - - - - - +
TwN Rng Sec Tract Lot RFlg County

08S 21E 10 SW SE NE (53) JEROME

08S 21E 11 SW SE NW (53) JEROME

08S 21E 11 SE NW SW (53) JEROME

+ - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume

01 - IRRIGATION

03/15

11/15

2.200

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Consumptive Use - + + - KW Usage - +
2.200 0.0+ - - - - Place of Use - - - - - +
TwN Rng Sec Tract Lot Acres Code Description County

08S 21E 10 NE NE 40.0 01 IRRIGATION (53) JEROME

08S 21E 10 NW NE 39.0 01 IRRIGATION (53) JEROME

08S 21E 10 SW NE 39.0 01 IRRIGATION (53) JEROME

08S 21E 10 SE NE 39.0 01 IRRIGATION (53) JEROME

08S 21E 10 NE SE 36.0 01 IRRIGATION (53) JEROME

08S 21E 10 SE SE 39.0 01 IRRIGATION (53) JEROME

08S 21E 11 NE NE 35.0 01 IRRIGATION (53) JEROME

08S 21E 11 NW NE 35.0 01 IRRIGATION (53) JEROME

08S 21E 11 SW NE 40.0 01 IRRIGATION (53) JEROME

08S 21E 11 SE NE 40.0 01 IRRIGATION (53) JEROME

08S 21E 11 NE NW 40.0 01 IRRIGATION (53) JEROME

08S 21E 11 NW NW 40.0 01 IRRIGATION (53) JEROME

08S 21E 11 SW NW 40.0 01 IRRIGATION (53) JEROME

08S 21E 11 SE NW 40.0 01 IRRIGATION (53) JEROME

08S 21E 11 NE SW 40.0 01 IRRIGATION (53) JEROME

08S 21E 11 NW SW 40.0 01 IRRIGATION (53) JEROME

08S 21E 11 SW SW 40.0 01 IRRIGATION (53) JEROME

08S 21E 11 SE SW 40.0 01 IRRIGATION (53) JEROME

08S 21E 11 NE SE 40.0 01 IRRIGATION (53) JEROME

Water right number - R36-15165

Prefix Translation: RESEARCH

Tw	Rng	Sec	Tract	Lot	Acres	Code	Description	County
08S	21E	11	NW SE		40.0	01	IRRIGATION	(53) JEROME
08S	21E	12	NW NW		40.0	01	IRRIGATION	(53) JEROME
08S	21E	12	SW NW		40.0	01	IRRIGATION	(53) JEROME
08S	21E	15	NE NE		6.0	01	IRRIGATION	(53) JEROME

Total Acres: 868.0

+ - - Diversion Means - THREE WELLS AND PUMPS TO SPRINKLERS.

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use - SEE REMARKS

Remarks

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 110 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 15.03 CFS, A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 3472 AF, A TOTAL COMBINED ANNUAL CONSUMPTIVE USE VOLUME OF 2604 AF, AND TO THE IRRIGATION OF A COMBINED TOTAL OF 868 ACRES IN A SINGLE IRRIGATION SEASON. THE RIGHTS LISTED BELOW ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE. COMBINED RIGHT NOS.: 36-02360, 36-02431 AND 36-02340. THIS RIGHT IS AN EXPANSION OF RIGHT NOS. LISTED ABOVE PURSUANT TO IDAHO CODE 42-1416(2).

Old Water Right Numbers

No Old Water Right Numbers Found

Conditions of Approval

No Conditions of Approval found.

Decree Plaintiff

Decree Defendant

Decree Date 00/00/0000

Comments

Date: 01/31/1991 User Id: BEDKE Subject: LW-STAFF REVIEW

Audit Fields

09/12/91 MERRITT

Adjudication Rights Dates and Flags Area

Court Report Filing	- 00/00/0000	Field Inspection Made	- 00/00/0000	Civil Case Number	- 39576
Objection Filed Date	- 00/00/0000	Field Inspection Flag	-	Old Case Number	-
Response Filed Date	- 00/00/0000	Verified Date	- 09/12/1991	Old Judicial District	-

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FEB 09 1993

Water right number - R36-15165

Prefix Translation: RESEARCH

+ - - - - Adjudication Rights Dates and Flags Area - - - - - +

Claim Received Date	- 12/28/1990	Last Amended Date	- 00/00/0000	Temporary Right	- P
		Receipt Number	- S012926	Water District	-
		POU Ownership Flag	- Y	Federal/State Indicator	- S
		Name Connector	-	Presumption Flag	- E
				Notice of Error Flag	-

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

09:00:27
01/08/91

PAGE: 12
QUICKLOOK INFORMATION

CLAIM NUMBER: A36-15165

WR ELEMENT	FIELD EXAM Y/N	CORRESPONDENCE SENT/RECEIVED BY WHOM/DATE	FIELD EXAM BY WHOM/DATE	CHANGE CLAIM Y/N	VERIFIED BY CODE	COMPLETED REVIEW WHOM/DATE	COMPLETED DATA ENTRY WHOM/DATE	VERIFIED DATE WHOM/DATE
PRIORITY DATE	Y			N	<i>second review by KKE 8-13-91</i>		DB	
POINT OF DIV	Y			N				
SOURCE	Y			N				
PLACE OF USE	Y			N				
DIV. AMOUNT CFS/VOLUME	Y			N			Y	
CONSUMPTIVE USE	-			N				
PURPOSES	Y			N				
PERIOD OF USE	Y			N				
BASIS OF CLAIM	Y			N				
REMARKS	Y							

"VERIFIED BY" CODES

TOPO MAP/ORTHO-PQ = 1
ASCS MAP = 2
WATERMASTER RECORDS = 3
NAPP PHOTOS = 4
FIELD EXAM = 5
OTHER (SEE REMARKS) = 6

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

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

09:00:27
01/08/91

PAGE: 1
GENERAL INFORMATION

CLAIM NUMBER: A36-15165

LAST: H & S FARMS INC.
ADDRESS: 3434-A E. 4000 N.
CITY: KIMBERLY
PHONE NUMBER: 208-733-2499

FIRST:
STATE: ID ZIP: 83341

OWNER CODE: C

FIELD EXAM REQUIRED?

DATABASE
Y

FIELD
EXAMINER

VERIFICATION REQUIRED DUE TO REMARKS?

CLAIM REMARKS: THIS WR AND A36-02360, 02431 & 02340 COMBINED IN ONE SYSTEM
UNDER SPRINKLER IRRIGATION.
LIMITED TO 15.03 CFS ON LANDS DESCRIBED UNDER THIS EXPANSION
CLAIM WHEN COMBINED WITH LANDS DESCRIBED ON THE ABOVE LICENSES.

FIELD EXAMINATION INFORMATION

CONTACT PERSON: Harold Seeley

PHONE NUMBER: () 733-2499

DATE OF FIELD EXAM: 12/28/90

APPOINTMENT MADE: Y(☒) N(☐)

TIME: 3: A(☐) P(☒)

ACCOMPANIED BY:

PHONE NUMBER: () -

RELATIONSHIP TO CLAIMANT:

DIRECTIONS TO PROPERTY / REMARKS:

confirmed area + expansion with office
appt.

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A. AJ CLAIM: # A36-15165 PRIORITY DATE: 03-15-1970 STAGE: J
B. WR RECORD: NO WATER RIGHT RECORD TO MATCH THIS AJ CLAIM

C. FIELD EXAM REQUIRED?
DUE TO PRIORITY DATE DISCREPANCY? (Y/N) DATABASE Y FIELD EXAMINER N

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

REMARKS:

see enclosed proof
proof is a bank note for the purchase of sprinkler systems dated Apr 1970 and
May 1969. KKC
8-13-91

=====

RECOMMENDED PRIORITY DATE:

3-15-1970

REVIEWED BY *lw*

DATE *1/28/91*

=====

A. AJ CLAIM POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
A36-15165	08S	21E	11	SW	SE	NW		JEROME
A36-15165	08S	21E	10	SW	SE	NE		JEROME
A36-15165	08S	21E	11	SE	NW	SW		JEROME

OTHER AJ CLAIMS WITH SAME AJ POD

A PREFIX	R PREFIX
A36-02360	R36-02340
	R36-02431
	R36-02360

WR RECORDS IN SAME 40 ACRE TRACT

36-02340
36-02431
36-02360

SOURCE: GROUNDWATER

TRIB:

B. WR POINT OF DIVERSION AND SOURCE:

THERE IS NO WATER RIGHT RECORD WITH THE SAME CLAIM NUMBER

SOURCE: NO SOURCE FOR RECORD

TRIB: NO TRIBUTARY FOR RECORD

C. FIELD EXAM REQUIRED?

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

DATABASE
Y
Y

FIELD
EXAMINER

N

REMARKS:

the P/D in sec 10 legal description recommendation is based upon the licensing field exam for 36-2431. The examiner's sketch indicates that the P/D is as ~~recommended~~ claimed. The owner claimed a different legal desc on A36-2431. I accept this description.

KKC
8-13-91

For the P/D
in Sec 10

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RECOMMENDED POINT(S) OF DIVERSION AND SOURCE:

TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	COUNTY
------	------	------	-----	-----	-----	-----	--------

---	---	---	---	---	---	---	---
---	---	---	---	---	---	---	---

SOURCE:

TRIB:

REVIEWED BY:

DATE:

1/9/91

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A. ROOT WATER RIGHT NUMBERS: A36-15165

B. POU LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
08S	21E	11	NW	SW		H & S FARMS INC.	A36-15165 / 7.0	- /	39.0		
			NW	SW		H & S FARMS INC.	A36-02360 /33.0	36-02360 /33.0			
			NW	SW		H & S FARMS INC.	A36-10908 /	- /			
			NW	SW		H & S FARMS INC.	R36-02360 /33.0	- /			
08S	21E	11	SW	SW		H & S FARMS INC.	A36-15165 / 8.0	- /	36.0		
			SW	SW		H & S FARMS INC.	A36-02360 /32.0	36-02360 /32.0			
			SW	SW		H & S FARMS INC.	R36-02360 /32.0	- /			
08S	21E	11	SE	SW		H & S FARMS INC.	A36-15165 / 4.0	- /	37.0		
			SE	SW		H & S FARMS INC.	A36-02360 /36.0	36-02360 /36.0			
			SE	SW		H & S FARMS INC.	R36-02360 /36.0	- /			
08S	21E	11	NE	SE		H & S FARMS INC.	A36-15165 /28.0	- /	31.0		
			NE	SE		H & S FARMS INC.	A36-02360 /12.0	36-02360 /12.0			
			NE	SE		H & S FARMS INC.	R36-02360 /12.0	- /			
08S	21E	12	SW	NW		H & S FARMS INC.	A36-15165 /15.0	- /	31.0		
			SW	NW		H & S FARMS INC.	A36-02340 /25.0	36-02340 /25.0			
			SW	NW		H & S FARMS INC.	R36-02340 /25.0	- /			
08S	21E	11	NE	NE		H & S FARMS INC.	A36-15165 /15.0	- /	39.0		
			NE	NE		H & S FARMS INC.	A36-02340 /20.0	36-02340 /20.0			
			NE	NE		H & S FARMS INC.	R36-02340 /20.0	- /			
08S	21E	10	NE	NE		H & S FARMS INC.	A36-15165 / 8.0	- /	42.0		
			NE	NE		H & S FARMS INC	A36-02431 /32.0	36-02431 /32.0			
			NE	NE		H & S FARMS INC	R36-02431 /32.0	- /			
08S	21E	10	NW	NE		H & S FARMS INC.	A36-15165 /23.0	- /	40.0		
			NW	NE		H & S FARMS INC	A36-02431 /17.0	36-02431 /17.0			
			NW	NE		H & S FARMS INC	R36-02431 /17.0	- /			
08S	21E	10	SE	SE		H & S FARMS INC.	A36-15165 / 2.0	- /	32.0		
			SE	SE		H & S FARMS INC	A36-02431 /37.0	36-02431 /37.0			
			SE	SE		WOLTERS, MARIE	A36-02451 /16.0	- /			
			SE	SE		H & S FARMS INC	R36-02431 /37.0	- /			
TOTAL ACRES							A36-15165	110.00	327.00		

ARE IRRIGATED ACRES FOUND IN TRACTS OTHER THAN INDICATED ABOVE, Y() N()
IF YES SEE ATTACHED SHEET:

C. FIELD EXAM REQUIRED?

DUE TO POU DISCREPANCY? (Y/N)

DATABASE
Y

FIELD
EXAMINER

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FEB 09 1993

4
28
15
15
8
23
2
110

PRESUMPTION FLAG: E

REMARKS:

acres in SWSE, sec 11 + N. NW, SWNW + NWSW, sec 12
leased BLM land - irrigated but not covered with
water rights. see enclosed ASCS maps.

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RECOMMENDATIONS:

TOTAL ACRES: NO

REVIEWED BY: W

DATE: 1/9/91

This is a system combining A36-2340, A36-2360, & A36-2431 into a permissible
place of use as the 3 P/D's are tied into one system.

See the attached land list for the recommended PPU.

I also did not recommend the BLM acres within this system
as there were no claimed acres available for them & the owner
excluded them from his claims.

KKC 8-13-91

A. AJ CLAIMED USES:

PURPOSES
A36-15165 IRRIGATION

MONTH/DAY
FROM 03-15 TO 11-15

DIVERSION QUANTITY
2.200 CFS
2.200 CFS 440.00 AF/A

TOTAL DIVERSION RATE/VOLUME CLAIMED

B. WR RECORDED USES:

PURPOSES

MONTH/DAY

DIVERSION QUANTITY

PRESUMPTION FLAG: E

C. FIELD EXAM REQUIRED?

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

DATABASE

Y
Y
Y

FIELD
EXAMINER

~~Y~~
~~Y~~
~~Y~~

D. PERIOD OF USE:

RECOMMEND AS CLAIMED?

Y(☒) N(☐)

RECOMMEND TO WR STANDARDS OR OTHER?

Y(☐) N(☐) Explain in remarks, below.

REMARKS:

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A. DOES DIVERSION RATE CLAIMED AGREE WITH EXISTING RECORDS?

AJ TOTAL CLAIMED DIVERSION RATE: 2.200 CFS
WR ROOT RIGHT TOTAL DIVERSION RATE: 1.200 CFS

1.90 CFS
Y() N()
N/A

*** IF NO or IF STATUTORY CLAIM or BENEFICIAL USE then flow measurement required. ***
** If an amount smaller than the original diversion rate is **
** claimed and an exam is NOT required, explain in remarks. **

FLOW MEASUREMENT REQUIRED?

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

FIELD EXAMINER
DATABASE EXAMINER
Y

B.

FLOW MEASUREMENT

MEASUREMENT METHOD _____, SEE ATTACHED CALCULATIONS.

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

OTHER RIGHTS LISTED IN CLAIM: NONE

LIST ALL RIGHTS WITH A SAME POU AND IRRIGATION USAGE:

CLAIM	SOURCE	NAME	DIV. RATE	DIV. RATE/ACRE	DIV. VOL.	DIV. VOL./ACRE
A36-15165	GROUNDWATER	H & S FARMS INC.	2.200	0.020	440.00	4.00
A36-02360	GROUNDWATER	H & S FARMS INC.	5.520	0.020		
A36-02340	GROUNDWATER	H & S FARMS INC.	5.470	0.019		
R36-02340	GROUNDWATER	H & S FARMS INC.	5.470	0.019	1120.00	4.00
A36-02431	GROUNDWATER	H & S FARMS INC.	4.040	0.020		
R36-02431	GROUNDWATER	H & S FARMS INC.	4.040	0.020	808.00	4.00
A36-02451	GROUNDWATER	WOLTERS, MARIE	1.550	0.014		

LIST ALL RIGHTS WITH SAME POU BUT NOT USED FOR IRRIGATION.

CLAIM NO.	PURPOSES	NAME	MONTH/DAY	RATE	VOLUME
A36-10908	DOMESTIC	H & S FARMS INC.	FROM 01-01 TO 12-31	.040 CFS	

System capacity 36-2340 - 5.47 CFS
36-2360 - 5.52 CFS
36-2431 4.04 CFS
Total 15.03 CFS

15.03 CFS / 868A = 0.017 CFS/ACRE

each Rate represents a different P/O that was measured during the respective field exam. Therefore the diversion rates are additive to give the system capacity.

For A36-15165

* 110 Recommended acres
0.017 CFS/ACRE
1.90 CFS = recommended diversion rate

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KKC
8-13-91

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D. RATE/VOLUME CALCULATIONS: (IRRIGATION)

1b. CALCULATIONS

1a. IRRIGATION RATE
ACRES 110 x 0.02 CFS/ACRE = 2.2 CFS
(Taken from p/u review)

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

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

2. IRRIGATION CONSUMPTIVE USE

CLAIMED CONSUMPTIVE USE = 330.0 AF/A

ACRES 110 x CONSUMPTIVE VOL. AF/A FOR AREA 3 =

TOTAL CONSUMPTIVE USE 330 AF/A

3. IRRIGATION DIVERSION VOLUME

CLAIMED DIVERSION VOLUME = 440.00 AF/A

ACRES 110 x DIVERSION VOL. AF/A FOR AREA 4 =

TOTAL DIVERSION VOLUME 440 AF/A

4. CALCULATIONS FOR USES OTHER THAN IRRIGATION:

SEE ATTACHED SHEET? Y() N()

REMARKS: (Include limitations on CONSUMPTIVE USE for combined rights.)

limited to 15.03 cfs on lands described under this
expansion combined with A36-02360, 02331, & 02340.

RECOMMENDATIONS:

REC. PURPOSES	REC. PERIOD FROM TO	REC. DIV RATE CFS	REC. DIV VOL. AF/A	REC. CONS. USE
<u>living</u>	<u>3-15 11-15</u>	DATABASE EXAMINER ~~2.2~~ 2.2	DATABASE EXAMINER ~~440~~ 440	DATABASE EXAMINER ~~330~~ 330
TOTAL FOR THIS RIGHT				
REVIEWED BY: <u>W</u>		DATE: <u>1/9/91</u>		

div vol & cons. use vol
to be in remarks
See purple attachment for
remarks codes necessary.

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A. CHECK ONLY THE FOLLOWING THAT APPLY:

	ACCEPTED AS CLAIMED	NEEDS REVIEW
OWNERSHIP _____	()	()
FORFEIT/ABANDON _____	()	()
ADDITIONAL DIV. AMOUNT _____	()	()

B. SPLIT WATER RIGHT REVIEW

ROOT WATER RIGHT NUMBER: 36-15165

TOTAL DIVERSION RATE OF WR SPLITS

SPLITS:

OLD RIGHT NUMBERS	CURRENT CLAIM NUMBERS	DIVERSION RATE	CURRENT "R" CLAIM NUM.	"R" DIV. RATE	WR RIGHT NUMBERS	DIVERSION RATE
-	A36-15165	2.200	-	-	-	-
TOTAL CFS		2.200				

DIVERSION RATE REVIEW

DO THE SUM CFS RATE OF THE SPLITS EQUAL THE ROOT RIGHT CFS RATE? (Y/N)
IF NO, is the written review sheet attached? (Y/N)

DATABASE
N

FIELD
EXAMINER

REMARKS:

AUTHENTICATION:

SIGNATURE: _____

DATE: 1/9/91

NAME OF FIELD EXAMINER: _____ TITLE: _____

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PERMISSIBLE PLACE OF USE FOR CLAIMS:

A36-02340

-02360

-02431

-15167

SEC 10	NUMBER	TNS	RNG	SEC	NE				NW				SW				SE				TOTAL	SYSTEM TOTAL
					NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
FOUND ACRES		8S	21E	10	40	39	39	39									36			39	232	
RECOMMENDED ACRES		8S	21E	10	40	39	39	39									36			39		232

SEC 11	NUMBER	TNS	RNG	SEC	NE				NW				SW				SE				TOTAL	SYSTEM TOTAL
					NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
FOUND ACRES		8S	21E	11	35	35	40	40	40	40	40	40	40	40	40	40	40	40	37	2	589	
RECOMMENDED ACRES		8S	21E	11	35	35	40	40	40	40	40	40	40	40	40	40	40	40				550

SEC 12	NUMBER	TNS	RNG	SEC	NE				NW				SW				SE				TOTAL	SYSTEM TOTAL
					NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
FOUND ACRES		8S	21E	12					3	40	40	3		3							89	
RECOMMENDED ACRES		8S	21E	12					40	40												80

SEC 15	NUMBER	TNS	RNG	SEC	NE				NW				SW				SE				TOTAL	SYSTEM TOTAL
					NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
FOUND ACRES		8S	21E	15	6																6	
RECOMMENDED ACRES					6																	6

TOTAL FOUND ACRES 916

TOTAL RECOMMENDED ACRES 868

DIFFERENCE 48*

* THE 48 ACRES NOT RECOMMENDED ARE
BLM ACRES IRRIGATED BUT NOT CLAIMED.

THE TOTAL CLAIMED ACRES (868) EQUALS THE TOTAL RECOMMENDED ACRES (868).

FEB 09 1993

CONDITIONAL SALE SECURITY AGREEMENT

(Miscellaneous)

(Please Print)

FIGURE INTEREST FROM

Sold to (Name) H & S Farms, Inc.
Street, Route or Box Number c/o Harold J. Seeley
Route 1

Date April 15, 1970
City Heyburn County Minidoka State Idaho

QUANTITY	NEW OR USED	MAKE	MODEL	SERIAL NUMBER	DESCRIPTION OF ARTICLES	CASH PRICE
1	N	100 HP Peerless	Pump w/ Panel			
1	N	12" Check Valve				
10	N	3" x 1280' Solid Set Laterals	complete			
40	N	3" x 20' with Solid Set Couplers & sprinklers				
5	N	3" x 1300' Ames Hand Move Laterals	complete			
165	N	#30EF Rainbird Sprinklers w/ 8/64 nozzle				
330	N	1" x 28" Risers				
1600	N	7/64 Brass nozzles for Rainbirds				

Buyer (meaning all of the undersigned jointly and severally) hereby buys from Seller on the terms and conditions set forth herein and on the reverse side hereof, and acknowledges delivery, examination and acceptance of the property described above in its present condition, for the time sale price as set forth in item 8 shown herein; payable at

THE IDAHO FIRST NATIONAL BANK

In Boise Idaho
in five (5) installments of \$ 3,231.02
commencing April 15 19 71 and
a like amount on the same date of each year thereafter, or
as indicated in the schedule of installments listed below.

In addition to payment schedule above, there is a Balloon Payment due 19
in the amount of

In addition to the above payments, interest from date at the rate of 9 1/2 per centum per annum shall be paid on the indicated payment dates upon the balances remaining from time to time unpaid.

OBLIGATION TO MAKE PAYMENTS. All payments shall be made at the office of Seller, or if this Security Agreement is assigned, then at such office as the assignee shall designate in writing to Buyer. Installments remaining unpaid when due shall thereafter bear interest at the highest lawful rate, together with reasonable collection costs.

PERFECTION OF SECURITY INTEREST. The Buyer agrees to execute and file financing statements and do whatever may be necessary under applicable law to perfect and continue the Seller's interest in the Goods, all at Buyer's expense.

SALE PROHIBITED. Buyer will not sell or offer to sell or otherwise transfer the Goods or any interest therein without the written consent of Seller.

INSURANCE. Buyer will keep the goods continuously insured by an insurer approved by Seller against fire, theft and other hazards designated at any time by Seller, in an amount equal to the full insurable value thereof or to all sums secured hereby, with such form of loss payable clause as designated by and in favor of Seller, and will deliver the policies and receipts showing payment of premiums to the Seller. In the event of loss, Seller shall have full power to collect any and all insurance upon the Goods and to apply the same at its option to any obligation secured hereby, whether or not matured, or to the restoration or repair of the property. Seller shall have no liability whatsoever for any loss that may occur by reason of the omission or lack of coverage of any such insurance.

LATE CHARGE. In the event that a monthly installment becomes 16 days or more past due, the makers agree to pay the holders a late charge in the amount of 4% of the monthly installment, provided that each late charge shall not exceed the sum of \$4.00 for each past due installment.

INSURANCE AGREEMENT. The purchase of credit insurance is voluntary and not required for credit.

Credit Life Insurance at a cost of \$. Credit Life & Accident and Health Insurance at a cost of \$, for the term of the contract.
I (do) (do not) desire credit insurance. I (do) (do not) desire (Physical Damage) (VSI) insurance at a cost of \$

Dated , 19 Signed

1. Cash Price	\$ 15,310.00
2. Less Cash Down Payment	\$ 3,062.00
Trade In	\$ <u> </u>
Total Down Payment	\$ 3,062.00
3. Unpaid Balance of Cash Price	\$ 12,248.00
4. Other Charges	
Insurance: Life	\$ <u> </u>
H & A	\$ <u> </u>
Phys. Damage	\$ <u> </u>
Official Fees	\$ <u> </u>
5. Amount Financed	\$ 12,248.00
6. FINANCE CHARGE	\$ 3,907.10
7. Deferred Payment Price (1 plus 4 plus 6)	\$ 19,217.10
8. Total of Payments	\$ 16,155.10
9. ANNUAL PERCENTAGE RATE	10 %

ADVERSE LIENS AND USE. Buyer will keep the Goods free from any adverse lien, security interest or encumbrance. Buyer will not create nor permit the existence of any adverse lien, security interest or encumbrance other than that created hereby on the Goods without the written consent of Seller. Any certificate of title now or hereafter existing on any of the Goods will be delivered to Seller and will recite the interest of Seller. Buyer will keep the Goods in good order and repair and will not waste or destroy the Goods or any part thereof. Buyer will not use or permit anyone to use the Goods in violation of any statute, ordinance, or state or federal regulation; and Seller may examine and inspect the Goods at any reasonable time, wherever located.

TAXES AND ASSESSMENTS. Buyer will pay promptly when due all taxes and assessments upon the Goods or for its use or operation or upon this agreement or upon any note or notes evidencing the obligations.

WAIVER OF WARRANTIES. The Buyer has made an independent investigation of the purchased property and has relied solely upon his own investigation with reference thereto in entering into this Security Agreement, and has placed no reliance nor acted upon any representations or warranties upon the part of the Seller or Seller's agent not specifically set forth herein. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. Manufacturer's warranties are theirs not Seller's.

It is understood and agreed that there is no representation or warranty that the "year and model" of said property as herein above stated, correctly states the year in which said property was manufactured, but is merely used for convenience in describing it.

NOTICE TO BUYER. You are entitled to a copy of the Security Agreement you sign. You have the right to pay in advance the unpaid balance of this agreement and obtain a refund of the finance charge based on the Rule of 78's, except

MICROFILMED

FEB 09 1993

May 15, 1969

May 15, 1969

State Idaho

Sec 9 R 21E
turn 85

PAID
MAY 14 1976
HEAD OFFICE
The Idaho First National Bank
BOISE, IDAHO
Office Fees

8. Total Time Price Balance (Add lines 6 and 7)

Bernard K. Humphrey

FEB 09 1993

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CONDITIONAL SALE SECURITY AGREEMENT

(Miscellaneous)

(Please Print)

FIGURE INTEREST FROM 6/3/69 May 13, 1969

Sold to (Name) H & S Farms, Inc.

8464

Date

May 13, 1969

Street, Route or Box Number

645 Fifth Street

City Rupert

County Minidoka

State Idaho

QUANTITY	NEW OR USED	MAKE	MODEL	SERIAL NUMBER	DESCRIPTION OF ARTICLES	CASH PRICE
2100'	N	10" x .064 Aluminum Mainline w/valves every 50'				
500'		8" x .064 Aluminum Mainline w/valves every 50'				
1		10" x 8" Reducer				
1		8" Eng Plug				
1		10" Check Valve				
1		100 HP Peerless Pump, w/Panel				
52		3" x 1280' Solid Set Laterals, complete				
52		3" End Plugs, extra				
26		3" x 3" x 4" Valve Opening Tees, extra				
1		10" x 10" x 10" Mainline Wye				

Sec 16 Q216
Turn 95

Buyer (meaning all of the undersigned jointly and severally) hereby buys from Seller on the terms and conditions set forth herein and on the reverse side hereof, and acknowledges delivery, examination and acceptance of the property described above in its present condition, for the time sale price as set forth in item 8 shown herein; payable at

THE IDAHO FIRST NATIONAL BANK

in Boise, Idaho
in seven (7) installments of \$ 4,548.95
commencing May 15, 1970, and
a like amount on the same date of each year thereafter, or
as indicated in the schedule of installments listed below.

In addition to the above payments, interest from date at the rate of 9 per centum per annum shall be paid on the indicated payment dates upon the balances remaining from time to time unpaid (Insert "none" if item 7 is used).

OBLIGATION TO MAKE PAYMENTS. All payments shall be made at the office of Seller, or if this Security Agreement is assigned, then at such office as the assignee shall designate in writing to Buyer. Installments remaining unpaid when due shall thereafter bear interest at the highest lawful rate, together with reasonable collection costs.

PERFECTION OF SECURITY INTEREST. The Buyer agrees to execute and file financing statements and do whatever may be necessary under applicable law to perfect and continue the Seller's interest in the Goods, all at Buyer's expense.

SALE PROHIBITED. Buyer will not sell or offer to sell or otherwise transfer the Goods or any interest therein without the written consent of Seller.

INSURANCE. Buyer will keep the goods continuously insured by an insurer approved by Seller against fire, theft and other hazards designated at any time by Seller, in an amount equal to the full insurable value thereof or to all sums secured hereby, with such form of loss payable clause as designated by and in favor of Seller, and will deliver the policies and receipts showing payment of premiums to the Seller. In the event of loss, Seller shall have full power to collect any and all insurance upon the Goods and to apply the same at its option to any obligation secured hereby, whether or not matured, or to the restoration or repair of the property. Seller shall have no liability whatsoever for any loss that may occur by reason of the omission or lack of coverage of any such insurance.

THE TERMS AND CONDITIONS APPEARING ON THE BACK HEREOF ARE PART OF THIS SECURITY AGREEMENT

Signed and delivered on the day and year first above written.

Seller G. T. NEWCOMB, INC.

By A. J. Newcomb President

Address P. O. Box 246, Ketchum, Idaho

CASH PRICE \$39,803.26

SALES TAX None

TOTAL CASH PRICE \$39,803.26

1. Total Cash Price \$39,803.26

2. Trade In (Describe) _____

A. Trade In Allowance \$ _____

B. Cash Payment by Buyer \$ 7,960.61

Total Down Payment \$ 7,960.61

Unpaid Cash Price (Line 1 minus Line 2C) \$31,842.65

Insurance (on reverse) Life \$ _____

H&A \$ _____

_____ \$ _____

6. Total Base Time Price (Add lines 3, 4 and 5) \$31,842.65

7. Time Price Differential \$ _____

8. Total Time Price Balance (Add lines 6 and 7) \$ _____

ADVERSE LIENS AND USE. Buyer will keep the Goods free from any adverse lien, security interest or encumbrance. Buyer will not create nor permit the existence of any adverse lien, security interest or encumbrance other than that created hereby on the Goods without the written consent of Seller. Any certificate of title now or hereafter existing on any of the Goods will be delivered to Seller and will recite the interest of Seller. Buyer will keep the Goods in good order and repair and will not waste or destroy the Goods or any part thereof. Buyer will not use or permit anyone to use the Goods in violation of any statute, ordinance, or state or federal regulation; and Seller may examine and inspect the Goods at any reasonable time, wherever located.

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WAIVER OF WARRANTIES. The Buyer has made an independent investigation of the purchased property and has relied solely upon his own investigation with reference thereto in entering into this Security Agreement, and has placed no reliance nor acted upon any representations or warranties upon the part of Seller or Seller's agent not specifically set forth herein. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. Manufacturer's warranties are theirs not Seller's.

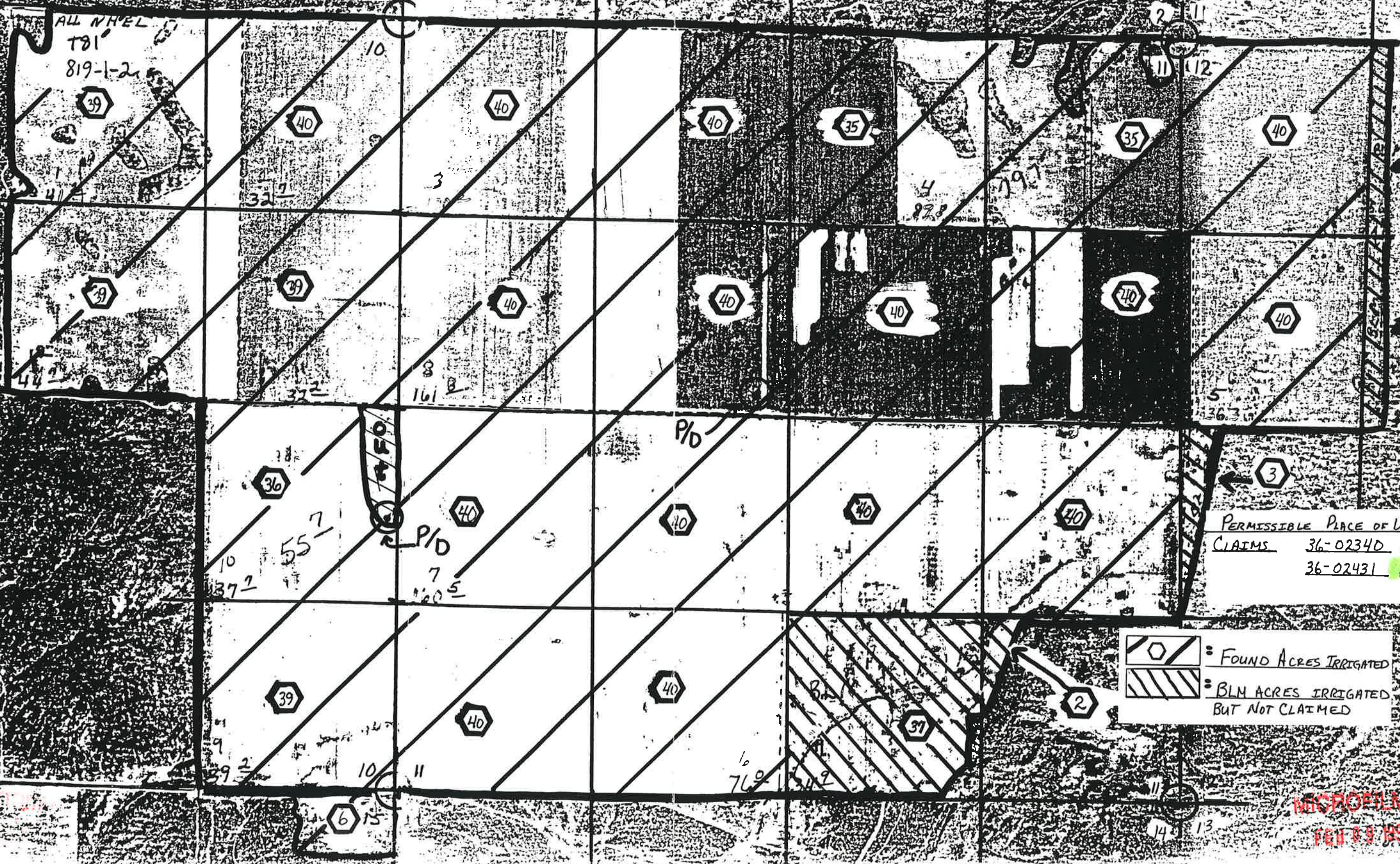
It is understood and agreed that there is no representation or warranty that the "year and model" of said property as hereinabove stated, correctly states the year in which said property was manufactured, but is merely used for convenience in describing it.

The undersigned acknowledges receipt of a copy of the agreement.

H & S FARMS, INC.

Ben K. Humphrey
Donald M. Smith

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FEB 09 1993



PERMISSIBLE PLACE OF USE FOR
CLAIMS 36-02340 36-02360
36-02431 36-15165

 FOUND ACRES IRRIGATED
 BLM ACRES IRRIGATED BUT NOT CLAIMED

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FEB 89 1993