

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

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

CIVIL CASE NUMBER: 39576

Ident. Number: **A37-00617C**
Date Received: 10/26/1988
Receipt No: X777777
Received By: _____

**COPY FOR
YOUR FILES**

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

**COPY FOR
YOUR FILES**

1. Name: SUZANNE JEAN LOCKE 208-788-2541
Address: 388 GLENDALE RD
BELLEVUE ID 83313

2. Date of Priority: JUN 1, 1887

3. Source: BIG WOOD RIVER Trib. to: MALAD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
01N	18E	12		SW	SW		BLAINE

5. Description of diverting works:
HEADGATE #50, GLENDALE CANAL

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.150		17.50

7. Total Quantity Appropriated is:
0.150 C.F.S. (and/or) 17.50 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
01N	18E	22	SW	SE		IRR	5.0
Section Acres							5.0

10. Place of Use: Continued

Total Acres 5.0

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:
37-00562C

14. Remarks:
5/27/99 TF; CLAIM SPLIT FROM A37-00617A PURSUANT TO 1409(6) AND
DIVORCE DECREE REC'D 1/26/99.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

S. C. FROST, ET. AL.
Decree Plaintiff

ALTURAS WATER COMPANY, ET. AL
vs Decree Defendant



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

May 28, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

SUZANNE JEAN LOCKE
388 GLENDALE RD
BELLEVUE ID 83313

RE: SRBA Claim(s) A47-00562J, A37-00617C

Dear Ms. Locke:

Pursuant to the change in ownership request that has been submitted to the Department, we have split the records and changed a portion of each right to reflect your ownership of the property and its appurtenant adjudication claims. Please find the enclosed copies of the computer record of the claim(s) noting the change in claimant. Review these records and if there is an error, or you have any questions, please contact this office.

Sincerely,

A handwritten signature in cursive script, reading 'Trish Fawcett', with a horizontal line extending to the right.

Trish Fawcett
Technical Records Specialist

enc.

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

RECEIVED
JAN 26 1999
Department of Water Resources
Southern Region

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

1. Water Right No(s).:

Adjudication Claim No(s).:

A37-12068 & A37-00617A (PART)

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

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

AND

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

OR

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

3. Name and Address of Former Owner/Claimant

GARY SUEANNE FARRINGTON
P.O. Box 542

4. New Owner/Claimant(s)

BELLEVUE IDA. 83313

New Mailing Address

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

City, State and ZIP Code

388 Glen Dale Rd Bellevue IDA. 83313

New Telephone Number

(208) 788-2541

5. Date you acquired the property

DEC. 29th 1998

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages. ALL OF A37-12068

Number of acres you irrigate

5.0

Number and type of stock

Diversion rate in CFS

0.147

Number of homes

Other uses

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

7. Signature of New Owner or Claimant(s)

SUEANNE JEAN LOCKE

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

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

A37-00617A

COPY

ADAM BRUNO KING
ATTORNEY AT LAW
221 River Street South, Suite 2-B
Hailey, Idaho 83333
Tel: 208/788-7735
Fax: 208/788-4539
Attorney for Plaintiff
Suzanne J. Farrington

'98 DEC 29 AM 10 09

MARY GREEN KK
CLERK DISTRICT COURT
BLAINE COUNTY, IDAHO

DISTRICT COURT, FIFTH JUDICIAL DISTRICT OF IDAHO
IN AND FOR THE COUNTY OF BLAINE

SUZANNE J. FARRINGTON
Plaintiff,

vs.

GARY J. FARRINGTON,
Defendant,

Case No. OV 98 5580

DECREE OF DIVORCE

This case came before the Court on the 29 day of December, 1998. The Plaintiff appeared by Affidavit and through correspondence from her attorney, Adam B. King, of Bellevue, Idaho. The Defendant was not present. The record shows that a default was taken against Defendant on 29 December 98, 1998. The default of Defendant was duly entered according to law, and proofs were regularly taken from which it appears that the allegations of the complaint were supported by testimony received

DECREE OF DIVORCE

in the form of affidavit. The Court has considered the executed Marriage Settlement Agreement which was submitted by the Plaintiff and admitted into evidence in this case.

THE COURT FINDS AS FOLLOWS:

1. The Plaintiff and Defendant were married on May 20, 1984, and from that time have been husband and wife.
2. There are two children born of the marriage, namely Jessalyn T. Farrington, born February 7, 1985, and Kaitlyn B. Farrington, born December 18, 1989.
3. Plaintiff is not now pregnant.
4. For more than six weeks prior to the commencement of this action, the Plaintiff has been a *bona fide* resident of and domiciled in the State of Idaho, and residing in Blaine County, Idaho.
5. Irreconcilable differences exist between the parties which constitute a substantial reason for not continuing the marriage and which makes it appear that the marriage should be dissolved.
6. The parties are signatories to that certain Marriage Settlement Agreement last dated October 21, 1998, and attached hereto as Exhibit "A." The Court finds that the Marriage Settlement Agreement has been executed by the parties freely and voluntarily and with a full understanding of its terms and provisions. The Marriage Settlement Agreement sets forth the parties' agreement concerning their marital property rights

arising from the marital relationship.

7. The Court specifically finds that based on the Plaintiff's Affidavit and the Marriage Settlement Agreement, that there is GOOD CAUSE to deviate from the Idaho Child Support Guidelines in this case.

8. The Marriage Settlement Agreement provides that neither party shall make direct child support payments to the other. The court expressly finds that the Marriage Settlement Agreement adequately provides for support of the minor children of the marriage, is in their best interests, and justifies a departure from the Idaho Child Support Guidelines.

9. The Marriage Settlement Agreement contains provisions regarding the transfer of certain water rights between the parties incident to land transfers. The complaint alleges, and the court finds, that there is a substantial degree of legal complexity surrounding the transfer of the water rights, which must be investigated so that the mechanics of the water rights conveyances comport with the law and the intent of the Marriage Settlement Agreement.

NOW THEREFORE, based upon the pleadings and the evidence, and good cause appearing therefor, it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

1. The bonds of matrimony heretofore and now existing between the parties are hereby forever dissolved and
DECREE OF DIVORCE

forever set aside and the parties are mutually granted a divorce each from the other on the basis of a showing of irreconcilable differences between the parties.

2. The Court approves, confirms, and ratifies the terms of the Marriage Settlement Agreement, attached hereto as Exhibit "A," and which is hereby MERGED into and becomes a part of this Decree of Divorce and is incorporated herein. The parties are hereby ordered to abide by the terms and conditions of the Marriage Settlement Agreement.
3. The Marriage Settlement Agreement equitably divides the community property of the parties, and allocates community obligations between the parties in an equitable fashion.
4. The Marriage Settlement Agreement confirms the existence of separate property belonging to the respective parties.
5. Consistent with the Marriage Settlement Agreement, neither party shall pay or provide the other party with spousal support, maintenance, or alimony.
6. The parties are instructed that the issue of child support is one for which the court has continuing jurisdiction, and either party can apply to the Court to have child support issues revisited.

7. With respect to the conveyances of water rights in the Marriage Settlement Agreement, the parties are ordered to conduct themselves in good faith in a manner which is consistent with the parties' intent under the Marriage Settlement Agreement, i.e. to act in all respects as if the water rights conveyances are in place.
8. The water rights conveyances set forth in the Marriage Settlement Agreement shall be executed and recorded within six (6) months from the date of this decree. If either party fails to cooperate in so doing, either party may move this court for an order of specific performance consistent with the applicable law and the Marriage Settlement Agreement.
9. The wife, Plaintiff herein, shall be restored to her former name of Suzanne Jean Locke.

STATE OF IDAHO

County of Blaine

I, the undersigned, certify that the foregoing is a full and correct copy of the original decree of the court.

My commission expires on the _____ day of _____, 19____.

Witness my hand and seal this 29 day of December, 1998.

MARY GREEN

Court Reporter

Dated: 12-29-98

Robert J. Elgee
Magistrate Judge

ORIGINAL IN RED

MARRIAGE SETTLEMENT AGREEMENT

THIS AGREEMENT is made this 27 day of October, 1998, by and between SUZANNE J. FARRINGTON, of 388 Glendale Road, Bellevue, Idaho (83313), hereinafter referred to as "Wife," and GARY J. FARRINGTON, of 388 Glendale Road, Bellevue, Idaho (83313), hereinafter referred to as "Husband," and concerning our marital property rights and the support, maintenance, and child custody rights arising from our marital relationship. Husband and Wife are sometimes hereinafter referred to individually as a "party" or collectively as the "parties."

RECITALS

- A. We were married on May 20, 1984, Blaine County, Idaho, and have been ever since, and are now, husband and wife.
- B. There are two (2) children born of our marriage, namely, JESSALYN T. FARRINGTON, born February 7, 1985, and KAITLYN B. FARRINGTON, born December 18, 1989. Wife is not now pregnant.
- C. Irreconcilable differences have arisen between us and as a result we have separated and now are living apart from each other.
- D. Our purpose in this Agreement is to make a final and complete division of all our marital property and debts arising from our marital relationship and our agreement concerning support, maintenance, and child custody arising from our marital relationship.
- E. We have each had the opportunity to be fully, separately and independently advised of our respective legal rights and obligations by legal counsel of our own selection.
- F. We understand all of the provisions of this Agreement, believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

STATE OF IDAHO } ss
County of Blaine

I do hereby certify that the foregoing is a full, true and correct copy of the original thereof, on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal.

this 6 day of January 1999

MARY GREEN

Clerk District Court

Ellen Edman
Deputy

TERMS AND CONDITIONS

We therefore agree as follows:

1. CONSIDERATION. The consideration for this Agreement is the mutual promises and covenants contained herein. The foregoing Recitals shall be considered an integral part of this Agreement and are incorporated herein by reference.

2. SEPARATION. It shall be lawful for either of us at all times hereafter to live separate and apart from the other party at such place or places as he or she may from time to time choose or deem fit. Each may for his or her separate benefit engage in employment, business, or professions he or she shall choose.

3. RECONCILIATION NOT TO ABROGATE PROVISIONS OF AGREEMENT. We recognize the possibility of a reconciliation. It is our intention a reconciliation, temporary or permanent, or a further separation after any reconciliation, shall in no way abrogate or affect the provisions of this Agreement having to do with the settlement and disposition of the property rights of the parties.

4. NO INTERFERENCE. Each of us shall be free from interference, authority, and control, direct or indirect, by the other, as fully as if he or she were single and unmarried.

5. SEPARATE PROPERTY ASSETS OF THE PARTIES. We acknowledge we either owned prior to the marriage or acquired after the marriage by gift or devise, or with separate property funds, certain items of separate property and we each acknowledge such items of separate property are the separate property of the other as set forth below:

(a) Husband acknowledges the following are the separate property assets of Wife:

- (1) Oak table with four chairs;
- (2) Refrigerator;
- (3) Stove;
- (4) Bookcase;
- (5) Hopechest;
- (6) Chopping block;
- (7) Oak cabinet;
- (8) Couch;
- (9) TV, dish, satellite equipment;
- (10) Pine TV cabinet;
- (11) Framed photos of Angel & Sun Valley;
- (12) Phone table;

- (13) One-half (1/2) of china;
- (14) Dresser in bedroom;
- (15) Children's dressers and beds;
- (16) Washer/dryer;
- (17) Massey Ferguson mower;
- (18) Weed whip;
- (19) Miscellaneous gardening tools;
- (20) Horse known as Little Paint;
- (21) Horse known as Dom; and
- (22) One breeding of a live foal out of Little Paint and Chicago.

(b) Wife acknowledges the following are the separate property assets of Husband:

(1) Approximately One Hundred and Forty Thousand Dollars (\$140,000) of inheritance received by the Husband during the marriage which was invested by Husband in the community real property of this marriage.

(2) Guns.

(3) Guitars.

(4) Saddles and tack.

(5) Furniture, furnishings, and antiques inherited from mother and father.

(6) 1982 Honda Accord Sedan, Vehicle Identification Number JHMSZ342XCC136505, subject to any encumbrances thereon.

(7) 1988 Chrysler 4 Door Sedan, Vehicle Identification Number 1C3BF66PXJW148707, subject to any encumbrances thereon.

(8) 1958 Ford Truck, Vehicle Identification Number F35C8P19121, subject to any encumbrances thereon.

6. COMMUNITY PROPERTY ASSETS OF THE PARTIES. We believe the following property constitutes the community property assets of this marriage:

(a) Family residence located at 388 Glendale Road, Blaine County, Idaho, located on approximately five (5) acres of land, subject to any encumbrances thereon, more particularly described as follows:

Township 1 North, Range 18 East, Boise Meridian, Blaine County, Idaho
Section 22: That portion of the SW1/4SE1/4 more particularly described as follows:

Beginning at the quarter section corner common to Sections 22 and 27; Township 1 N., Range 18 East, Boise Meridian; thence North 0° 22' West 176.5 feet; thence North 89° 31' East 1303. feet; thence South 0° 45' East 198 feet; thence West 1305.6 feet to the True Point of Beginning.

(b) Furniture, furnishings, equipment, tools, and personal property located at the family residence described in paragraph 6(a), above.

(c) Approximately one hundred and twenty (120) acres of irrigated farm land located in Blaine County, Idaho, subject to any encumbrances thereon, more particularly described as follows:

Township 1 North, Range 18 East, Boise Meridian, Blaine County, Idaho
Section 27: E1/2NE1/4; NW1/4NE1/4

TOGETHER WITH all water rights appurtenant to the land, including, but not limited to: 255 inches in Wood River, the same to be taken from Canal No. 50, Idaho Water District No. 37 and 37M. 80 inches Wood River Water dated May 10, 1887; 175 inches Wood River dated June 1, 1887; 1 - 16" and 1 - 20" well with 12.0 cubic feet per second; Permit No. 37-7501; and TOGETHER WITH the gear-head for the well.

(d) Approximately two hundred and forty (240) unirrigated farm land located in Blaine County, Idaho, subject to any encumbrances thereon, particularly described as follows:

Township 1 North, Range 18 East, Boise Meridian, Blaine County, Idaho
Section 29: W1/2NE1/4; SE1/4

(e) 1976 Massey Ferguson 1105 Tractor, Vehicle Identification Number 9B64939, subject to any encumbrances thereon.

(f) 1951 Fordson Major Tractor, Vehicle Identification Number 1324653, subject to any encumbrances thereon.

(g) Beater.

(h) Baler.

(i) Miscellaneous farm equipment.

(j) Approximately fifty (50) cows.

(k) Approximately forty-five (45) calves.

(l) Seventeen (17) heifers.

(m) Thirteen (13) steers.

(n) Thirteen (13) horses.

(o) 1993 Ford Truck, Vehicle Identification Number 1FTHX26G1PKC020335, subject to any encumbrances thereon.

(p) 1994 Ford Diesel Truck, Vehicle Identification Number 1FTHX26F5RKB91762, subject to any encumbrances thereon.

(q) 1996 Charmac Trailer, Vehicle Identification Number 4RYG18209TT110067, subject to any encumbrances thereon.

(r) 1950 Willys Truck, Vehicle Identification Number 4734WD13913, subject to any encumbrances thereon.

(s) 1961 Airstream Trailer, Vehicle Identification Number 261T794m subject to any encumbrances thereon.

(t) 1984 Ford Truck, Vehicle Identification Number 1FTBR11A3EYD44966, subject to any encumbrances thereon.

(u) 1990 Honda Stationwagon Civic, Vehicle Identification Number JHMEE2758L2008584, subject to any encumbrances thereon.

(v) 1964 Stoddard Stockmaster Trailer, Vehicle Identification Number S520S, subject to any encumbrances thereon.

(w) Stock, assets, and liabilities of Poverty Flats Corporation. Husband operates his business known as G.J. Farrington Construction Company and G.J. Angus Ranches through this corporation.

(x) Corrals and arena located on the improved real property described in paragraph 6(a), above.

(y) Money Market Account at US Bank, Account No. 454 1001 485.

(z) American Mutual Funds.

(aa) Checking account at US Bank in name of G.J. Farrington Construction Company, Account Number 454 7803 280.

(bb) Checking account at US Bank in name of G.J. Angus Ranches-Beef, Account Number 464 7800 764.

(cc) Checking account at US Bank in the name of G.J. Angus Ranches, Account 464 7801 499.

(dd) Personal belongings and effects of Husband and Wife.

7. COMMUNITY PROPERTY LIABILITIES OF THE PARTIES. We believe the following are the community property liabilities of this marriage:

(a) Promissory Note in the approximate amount of Two Hundred and Fifty Thousand Dollars (\$250,000) in favor of Western Bank secured by Mortgages which encumber the unimproved real properties particularly described in paragraphs 6(c) and 6(d), above.

(b) Promissory Note in the approximate amount of Forty Thousand Dollars (\$40,000) in favor of US Bank which is secured by a First Deed of Trust which encumbers the improved real property particularly described in paragraph 6(a), above.

(c) Liabilities of Poverty Flats Corporation.

(d) Loan due and owing to Agra-Credit Corporation for the purchase of the tractor particularly described in paragraph 6(e), above.

(e) Credit cards in name of Wife.

(f) Credit card in name of Husband.

(g) Any additional debts incurred by Husband or Wife since October 27, 1998, including, but not limited to, attorney's fees and costs incurred by Husband and Wife in the preparation and negotiation of this Agreement and the secular of the dissolution of this marriage.

8. DIVISION OF COMMUNITY PROPERTY ASSETS AND LIABILITIES.

(a) We agree Wife shall receive as her sole and separate property from the community property assets of this marriage the following:

(1) Family residence located at 388 Glendale Road, Blaine County, Idaho, located on approximately five (5) acres of land, more particularly described in paragraph 6(a), above, together with 3.2 inches of the May 10, 1887 water right and 7.35 inches of the June 1, 1887 water right; provided however, in the event of any judicial or administrative reduction of the total water rights claimed by the parties during their marriage in the Snake River Basin Adjudication of water rights, the parties' water rights as divided in this Agreement shall both be reduced on a pro rata basis. The point of diversion and delivery for said water right is a headgate located at Canal No. 50, Idaho Water District No. 37 and 37M and a system of ditches designed to serve the parties' entire 125 acre parcel of property. Husband shall to deliver to Wife her water at such times as he, at his sole discretion, delivers water to his land through the ditches which serve Wife's parcel so long as Wife occupies the parcel. In the event Wife desires delivery of water at other times or by other means, it shall be her responsibility to establish an alternate point of diversion and/or delivery system. Wife agrees if she wants to sell the family residence, or any portion of such real property, Husband shall have the first right to purchase this property from Wife at a price and on terms mutually agreeable to Husband and Wife or at the price and on the terms offered by any third (3rd) party which is acceptable to Wife. If Wife desires to accept an offer by a third party, she shall do so in writing contingent upon this right of first refusal in favor of Husband. Husband shall have thirty (30) days after receipt of a copy of such offer and acceptance from Wife to inform Wife of his intent to purchase the family residence on the same terms and conditions contained in such offer and acceptance. Husband shall have the right to use the thirty foot (30') driveway at its current location east of the family residence for ingress and egress and agricultural purposes which right shall be personal to him provided he may allow its use by his employees, invitees, and licensees for said purposes so long as he owns the adjacent property but in any event expiring at 11:59 p.m. on December 31, 1999. It is the parties' intent that the parcel described herein be conveyed to Wife free of any incumbrances existing prior to the date of this Agreement. To that end, Husband shall obtain a release of the deed of trust held by US Bank encumbering the parcel within sixty (60) days of the date of this Agreement.

(2) Furniture and furnishings located at the family residence described in paragraph 6(a), above, other than as designated for Husband herein.

(3) 1994 Ford Diesel Truck, Vehicle Identification Number 1FTHX26F5RKB91762.

(4) 1990 Honda Stationwagon Civic, Vehicle Identification Number JHMEE2758L2008584.

MARRIAGE SETTLEMENT AGREEMENT - 7

STATE OF IDAHO } ss
County of Blaine }

I, _____, do hereby certify that the foregoing is a full, true and correct copy of the original thereof as filed in my office.

I, _____, have hereunto set my hand and affixed by official seal.

this 6 day of January, 1999

MARY GREEN Ella Dedman
Clerk District Court

4RYG18209TT110067.

(5) 1994 Charmac Trailer, Vehicle Identification Number

(6) Miscellaneous saddles and tack.

(7) Two (2) horses.

(8) Two (2) corrals.

(9) Checking account in name of Wife.

(10) Personal belongings and effects of Wife.

(11) Husband shall pay to Wife the actual cost of repairing an existing leak in the roof of the family residence or the sum of Five Hundred Dollars (\$500) whichever is less.

(12) Husband shall provide to Wife ^{Fifteen (15) GSF} ~~five (5)~~ tons of hay grown on his ranch each year through and including 2008. SJF

(b) We agree Husband shall receive as his sole and separate property from the community property assets of this marriage the following:

(1) Approximately one hundred and twenty (120) acres of irrigated farm land located in Blaine County, Idaho, subject to any encumbrances thereon, more particularly described in paragraph 6(c), above.

(2) Approximately two hundred and forty (240) acres of unirrigated farm land located in Blaine County, Idaho, subject to any encumbrances thereon, particularly described in paragraph 6(d), above.

(3) 1976 ^{MASEY} ~~Murray~~ Ferguson 1105 Tractor, Vehicle Identification Number 9B64939, subject to any encumbrances thereon. SJF
GSF

(4) 1951 Fordson Major Tractor, Vehicle Identification Number 1324653, subject to any encumbrances thereon.

(5) Beater.

(6) Baler.

(7) Miscellaneous farm equipment.

STATE OF IDAHO } ss
County of Blaine

I do hereby certify that the foregoing is a full, true and correct copy of the original thereof, filed in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal.

this 6 day of January 19 99

MARY GREEN

Clerk District Court

Deputy

(8) Approximately fifty (50) cows.

(9) Approximately forty-five (45) calves.

(10) Seventeen (17) heifers.

(13) Thirteen (13) steers.

(14) Eight (8) horses. Three (3) horses shall be given to Husband's and Wife's daughters.

(15) 1993 Ford Truck, Vehicle Identification Number 1FTHX26G1PKC020335, subject to any encumbrances thereon.

(16) 1950 Willys Truck, Vehicle Identification Number 4734WD13913, subject to any encumbrances thereon.

(17) 1961 Airstream Trailer, Vehicle Identification Number 261T794m subject to any encumbrances thereon.

(18) 1984 Ford Truck, Vehicle Identification Number 1FTBR11A3EYD44966, subject to any encumbrances thereon.

(19) 1964 Stoddard Stockmaster Trailer, Vehicle Identification Number S520S, subject to any encumbrances thereon.

(20) Stocks, assets, and liabilities of Poverty Flats Corporation.

(21) All corrals other than as designated for Wife herein and the arena located on the improved real property described in paragraph 6(a), above.

(22) Money Market Account at US Bank, Account No. 454 1001 485.

(23) American Mutual Funds.

(24) Checking account at US Bank in name of G.J. Farrington Construction Company, Account Number 454 7803 280.

(25) Checking account at US Bank in name of G.J. Angus Ranches-Beef, Account Number 464 7800 764.

(26) Checking account at US Bank in the name of G.J. Angus Ranches, Account 464 7801 499.

(27) Remainder of saddles and tack not designated herein for Wife.

(28) Personal belongings and effects of Husband.

(c) We agree Wife shall assume and pay as her sole and separate liabilities from the community property liabilities of this marriage and shall indemnify and hold Husband harmless from the following:

(1) Any outstanding credit cards or charge accounts in name of Wife.

(2) Any additional debts incurred by Wife since October ²¹ 1998, including, but not limited to, attorney's fees and costs incurred by Wife in the preparation and negotiation of this Agreement and the secular of the dissolution of this marriage. SJF
GJF

(d) We agree Husband shall assume as his sole and separate liabilities from the community property liabilities of this marriage and shall indemnify and hold Wife harmless from the following:

(1) Any outstanding credit cards or charge accounts in name of Husband.

(2) Promissory Note in the approximate amount of Two Hundred and Fifty Thousand Dollars (\$250,000) in favor of Western Bank secured by Mortgages which encumber the unimproved real properties particularly described in paragraphs 6(c) and 6(d), above.

(3) Promissory Note in the approximate amount of Forty Thousand Dollars (\$40,000) in favor of US Bank which is secured by a First Deed of Trust which encumbers the improved real property particularly described in paragraph 6(a), above.

(4) Liabilities of Poverty Flats Corporation.

(5) Loan due and owing to Agra-Credit Corporation, Bank for the purchase of the tractor particularly described in paragraph 6(e), above.

(6) Any additional debts incurred by Husband since October ²¹ 1998, including, but not limited to, attorney's fees and costs incurred by Husband in the preparation and negotiation of this Agreement and the secular of the dissolution of this marriage. SJF
GJF

(e) Husband agrees to provide Wife, at no cost to Wife, fifteen (15) tons of hay each year for a period of ten (10) years commencing in 1999.

(f) Wife acknowledges Husband will require a period of time to construct a new home or make arrangements for a new dwelling and to remove all of his equipment, corrals, arena, and personal property from the real property described in paragraph 6(a), above. Wife agrees Husband shall have until December 31, 1999, to remove all of such property from the real property described in paragraph 6(a), above, and during this period Husband shall be able to enter and work upon such real property to water and feed his livestock.

9. CUSTODY OF CHILDREN. We agree it will be in the best interest of our minor children if we are awarded joint legal and physical custody of our minor children. We acknowledge Wife will be working at least five (5) afternoons and nights each week as the manager of Otter's Restaurant in Ketchum, Idaho. Accordingly, Husband shall have physical custody of his two (2) daughters from the time Wife leaves for work until the next morning when his daughters either leave for school or other activities. We agree Wife shall have physical custody of her daughters for the two (2) days and nights each week she is not working. We believe we can decide among ourselves the other days and periods we shall each have physical custody of our children. Notwithstanding the foregoing, we agree to alternate annually Christmas Eve and Christmas day with our children, Thanksgiving day and Thanksgiving night with our children, and our children's spring vacation from school.

10. CHILD SUPPORT.

a. We agree pursuant to the Idaho Child Support Guidelines that neither party shall pay to the other any child support at the present time. This agreement is based upon the amount of time the children spend with each party and the parties' belief that each party has the ability to provide adequately for the children's needs while in his or her care. We agree Husband shall pay fifty percent (50%) of the health insurance premium for our minor children and fifty percent (50%) of medical, dental, orthopedic, ocular, optometric, psychiatric, hospital expenses, and such other medically related expenses as may not be covered or otherwise paid for by insurance proceeds. We agree Wife shall pay the remaining portion of the insurance premium and such expenses not covered by the health insurance. We further agree such child support payments shall continue until a child attains the age of eighteen (18) years or completes her high school education, whichever shall occur last. When child support is no longer payable for our oldest daughter, we agree the child support payments shall be recomputed on the basis of the Idaho Child Support Guidelines. We agree Husband shall be entitled to claim the dependency exemption for Kaitlyn and Wife shall claim the dependency exemption for Jessalyn on an annual basis, commencing in 1998, on their State and Federal Tax Returns. At such point as only one of the children qualifies as a dependent of either party for income tax purposes, then the parties shall alternate the dependency exemption for the remaining child on an annual basis until that child no

longer qualifies as a dependent. The parties agree to execute any and all documentation required to implement this plan for claiming these dependency exemptions.

b. We acknowledge the Decree of Divorce to be entered by the Divorce Court shall include a child support order which will provide that the person entitled to receive the child support payments can enforce the child support order by income withholding if arrearages at least equal to the support payable for one month accumulates under the child support order. This language from Idaho Code §32-1205 shall be included in the Decree of Divorce:

NOTICE OF INCOME WITHHOLDING

This support order is enforceable by income withholding under Chapter 12, Title 32, Idaho Code. Whenever there is a child support award, a mandatory income withholding order may be issued by this Court to your employer or other person who pays you income, without prior notice to you.

It is not necessary for the obligee to apply for support enforcement services under Title IV-D of the Social Security Act (42 U.S.C. 651 et seq.) to obtain enforcement of this support order by means of income withholding.

(c) We agree to execute estate plan documentation within sixty (60) days of the date of this Agreement which will contain provisions whereunder each of us will leave at least one-half (½) of each of our estates to our children either outright or in Trust should we die prior to our youngest daughter attaining the age of eighteen (18) years. We further agree that such estate plans shall remain in full force and effect until our youngest daughter attains the age of eighteen (18) years.

11. SPOUSAL MAINTENANCE. We agree we are each able to support ourselves and neither shall receive spousal support from the other at this time or any time in the future.

12. RIGHTS UNDER PENSION PLANS AND RETIREMENT BENEFITS. We specifically reserve any and all rights each of us may have pursuant to Title 42, United States Code, Section 301, et seq., the Federal Social Security Act, as amended, and as specifically enumerated in this Title, Section 402(b) under the Federal Old Age, Survivors and Disability Insurance Benefits provisions of the Social Security Act.

13. TAX MATTERS. Husband and Wife shall file separate Federal and State Income Tax Returns for the calendar year 1998. Wife shall pay all State and Federal Income Tax

Dunlap, L.L.P. have represented Husband in the preparation of this Agreement and Adam King has represented Wife in the preparation of this Agreement. Each party shall be responsible for their own attorneys fees and costs incurred in the negotiation and preparation of this Agreement and to secure the dissolution of this marriage.

16. ATTORNEYS FEES. In the event either party retains an attorney for the purpose of enforcing any right or duty arising out of this Agreement, the nonprevailing party in such dispute shall pay to the prevailing party the latter's reasonable attorneys fees and costs, whether or not litigation is actually instituted.

17. EXECUTION OF FURTHER INSTRUMENTS. We mutually covenant and agree, on demand, to execute any other or further instruments necessary or convenient to carry out the provisions of this Agreement.

18. COUNTERPARTS. This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one in the same Agreement. A facsimile of this Agreement with facsimile signature shall be binding on the parties.

19. AMENDMENT AND MODIFICATION. We agree we may not alter, amend, or modify this Agreement, except by instrument in writing executed by both of us.

20. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the parties, and shall not be changed or terminated orally. Any other agreements between the parties, express or implied, are hereby canceled and of no further force nor effect. It is understood and agreed by the parties there are no verbal or written promises, agreements, stipulations, or other representations of any kind or character, express or implied, other than as set forth in writing in this Agreement.

21. PROVISIONS SEVERABLE. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

22. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Idaho and any disputes arising under this Agreement shall be litigated in Blaine County, Idaho.

23. NO WAIVER. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach.

24. SUBSEQUENT DIVORCE. We agree either of us may institute an Action for Divorce at anytime such party desires. We agree such party shall submit either a duplicate

original or a copy of this Agreement to the Divorce Court and arrange for it to be approved and ratified by the Divorce Court, and then merged and incorporated into the Decree of Divorce to be rendered therein.

25. SUCCESSORS AND ASSIGNS. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the parties.

26. RESTORATION OF FORMER NAME. Wife shall be restored to her former name of Suzanne Jean Locke.

DATED this 21 day of October, 1998.


SUZANNE J. FARRINGTON


GARY J. FARRINGTON

STATE OF IDAHO } ss
County of Blaine

I do hereby certify that the foregoing is a full, true and correct copy of the original

instrument and that I have hereunto set my hand and official seal.

this 6 day of January 1999

MARY GREEN
Clerk District Court


Deputy

STATE OF IDAHO)
) ss.
County of Blaine)

On this 26th day of October, 1998, before me the undersigned notary public, personally appeared SUZANNE J. FARRINGTON, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal.



ADAM B. KING
NOTARY PUBLIC
STATE OF IDAHO

ADAM B. KING
Notary Public for Idaho
Residing at: Hailey ID
Comm. Expires: 10-14-2003

STATE OF IDAHO)
) ss.
County of Blaine)

On this 21 day of October, 1998, before me the undersigned notary public, personally appeared GARY J. FARRINGTON, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal.

Sue Anne Rich
Notary Public for Idaho
Residing at: Hailey ID
Comm. Expires: 7/18/2001

div\Hogue\farring.msa
October 21, 1998

STATE OF IDAHO } ss
County of Blaine }
I do hereby certify that the foregoing is a
full and correct copy of the original
thereof as the same was presented to me hereunto
for my official seal.
this 16 day of January 1999
MARY GREEN
Clark District Court Deputy

(See 4 Sec Map #8)

Map # 14

JOHN
RIE

JOHN
BROWN INC

JOHN BROWN INC

MAP LOOKS OK
PER BLAINE
COUNTY SUBDIVISION
MAP

CHUCK A. ADAMS
BICHE LN

ROCKING
CHAIR
R
LOT 1A

BICHE
FIELD
1 2

21

22

LOT 4

3B

3C

210AC
TL 6096

2
ELLISON

SWANER-
WIESEN
LOT 1 LOT 2

LOT 2

LOT 3

QUESNELL SUB

LOT 4

LOT 5

LOT 6

POVERTY
FLATS

Sub

5

6989
LOOPS

6988
GEORGE

Lot 3
Hillside
Ranch Sub

Lot 2

Lot 1

TL 7019
HINDOSA

TL 5505

TL 5958

TL 4975

TL 5736

LOT 8

LOT 7

TL 1140
TL 3186

TL 3186

Downhill

2-A
LETE
ADAMS

344

1-B
DOWN

346

8-C
DOWN

WALK

MEMORANDUM

TO: FILE *OK Burg*
FROM: TIM LUKE

DATE: July 23, 1990

RE: TRANSFER APP. NO. 3639/LICENSE 37-0562C

=====
This transfer application has been filed to record a change in the place of use of the above right. According to statements on the application, the place of use change was initiated over 40 years ago. An SRBA adjudication claim has been filed for this right which includes the new place of use described on the transfer. The adjudication claim was filed by a Gary Farrington in 1988, who stated that the land and right was purchased through agreement from Henry Schutte, the applicant of this transfer. Schutte's transfer application traces the chain of title for right 37-0562C based on water delivery information provided to him by District 37 watermaster Reid Newby. Schutte's deed of purchase of land and water from a Lloyd Wilkinson does appear to match delivery records provided by Newby.

Since an adjudication claim has been filed on this right, and the transfer appears to correct the decreed right so that it matches the claim, and since there is evidence that the right has been delivered, I recommend that the application be approved. My previous request to the applicant to provide consent from the owner of land from which the right of record is being removed could be waived.

Conditions of Approval:

1. Use of water under this right is subject to control by the watermaster of State Water District No. 37, Big Wood River.
2. <<R24>> This right when combined with all other rights shall provide no more than 3.0 cfs per acre for the lands above.
3. Based on prior transfer of this right, evidenced by transfer no. 307, the rate of diversion under this right is subject to a loss of 5.3% which reduces amount of water available under the right to 1.52 cfs.

12/18/2006

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

RIGHT NUMBER: 37-617C

NAME AND ADDRESS: SUZANNE JEAN LOCKE
388 GLENDALE RD
BELLEVUE ID 83313

SOURCE: BIG WOOD RIVER

TRIBUTARY: MALAD RIVER

QUANTITY: 0.150 CFS

PRIORITY DATE: 06/01/1887

POINT OF DIVERSION:

T01N R18E S12 NWSESW Within BLAINE County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

04/15 10/31

0.150 CFS

PLACE OF USE:

IRRIGATION in BLAINE County

T01N R18E S22 SWSE 5.00

5 ACRES TOTAL

Right Nos. 37-562J, 37-562H, 37-617B, 37-617C, and 37-8536 are limited to the irrigation of a combined total of 109.0 acres in a single irrigation season.

Right Nos. 37-562J, 37-617C, 37-8536 are limited to the irrigation of a combined total of 5 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 - Decreed



Idaho Department of Water Resources

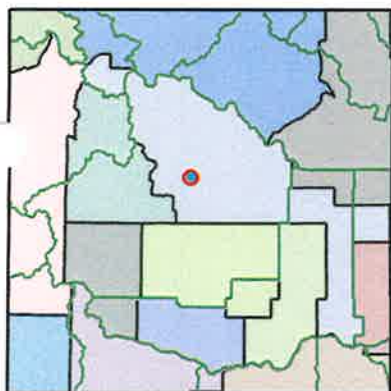
SRBA Recommendation:

37-617C

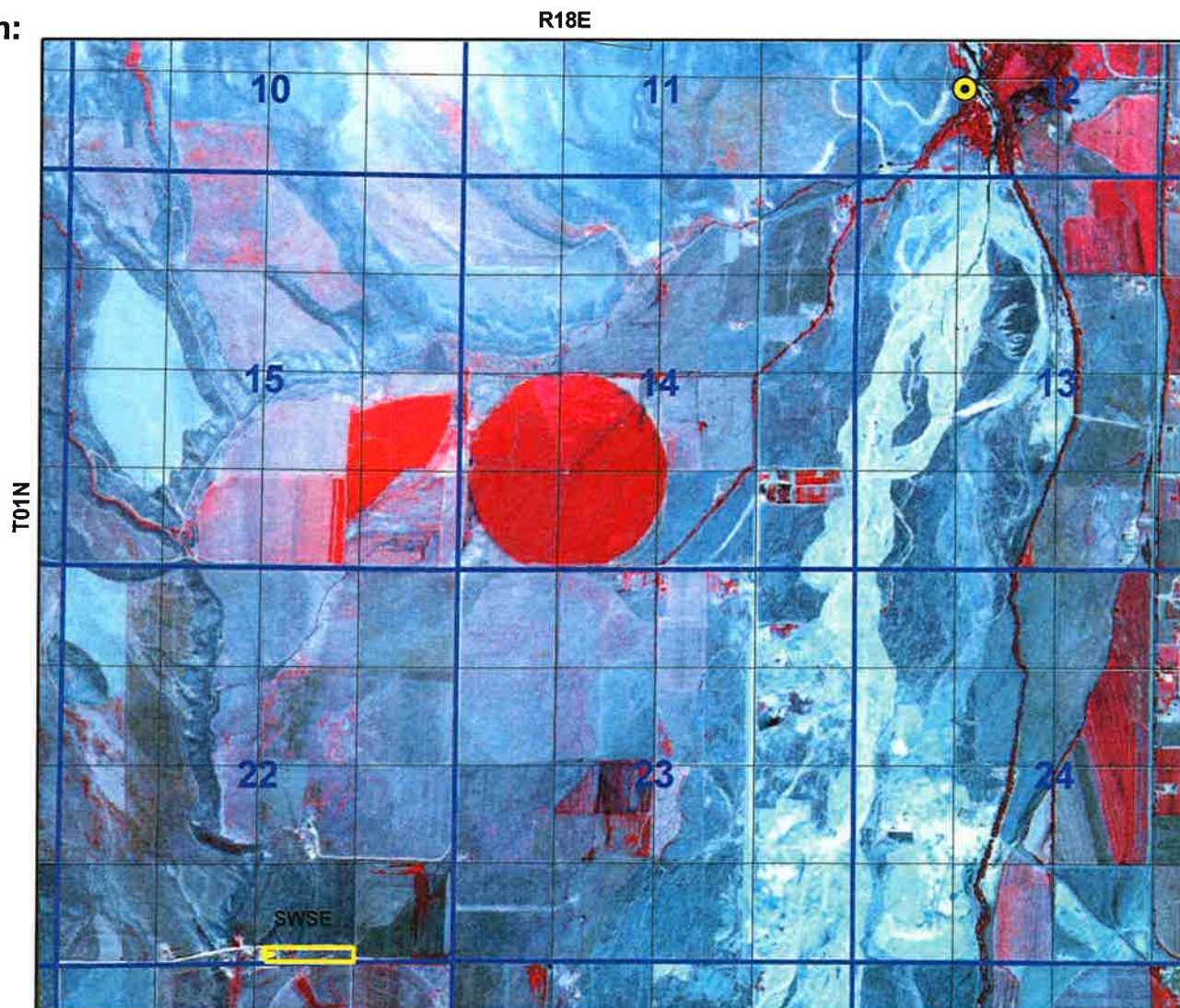
(Irrigation)

Legend

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



Blaine County
IDWR Basin 37



Prepared by C. Skinner
On Monday, December 18, 2006
1987/88 Aerial Photography

37-617C



MEMORANDUM

TO: A37-12068 and A37-00617A Change of Ownership File

FROM: Corey Skinner /s

DATE: January 26, 1999

SUBJECT: Ownership Change Analysis

NOTE:

A37-12068

BASIN 37
Domestic & Stock

This day, Suzanne Jean Locke (formerly Suzanne Farrington) stopped by the office regarding completing a change of ownership for some SRBA claims involving property she recently obtained in a divorce. The property that Ms. Locke obtained is a parcel of about 5 acres located in the SWSE $\frac{1}{4}$ of Section 22 (T01N, R18E). Examination of the database revealed that SRBA claim A37-12068 (domestic and stock) and a portion of A37-00617A are appurtenant to the property.

Ms. Locke provided information (enclosed) to support the change of ownership. Included is a copy of the divorce decree and a map of the 5 acre parcel. The divorce decree states that Suzanne Farrington is now Suzanne Jean Locke (last item of page 5 of Decree of Divorce). In addition, the divorce decree refers to a Marriage Settlement Agreement (also enclosed). This Marriage Settlement Agreement describes the parcel of land that is now owned by Ms. Locke on page 7 (refers to paragraph 6(a) for land description). The agreement also spells out how much water Ms. Locke is to obtain with the property.

Examination of the Marriage Settlement Agreement reveals that the water is referred to by priority date(s). The 7.35 inches of June 1, 1887 water right probably refers to a portion of A37-00617A which is appurtenant to Ms. Locke's property. The 3.2 inches of May 10, 1887 water right probably refers to A37-00562C which is appurtenant to property retained by Ms. Locke's former husband.

The change of ownership form reflects the entire portion of the A37-12068 claim for domestic and stock uses associated with Ms. Locke's property. A 7.35 inch (0.147 cfs) and 5 acre portion of A37-00617A was also reflected on the ownership change form. The acre amount was based on the actual property and the water amount was taken directly from the Marriage Settlement Agreement (note that a 5 acre portion of A37-00617A corresponds to 8.33 inches instead of 7.35 inches). The portion of the May 10, 1887 water (A37-00562C) was not included on the change of ownership since it was not associated with the property that Ms. Locke obtained.

Page 2
Change of Ownership Memo
January 26, 1999

Ms. Locke and I discussed filing a transfer application in order to change the recorded place of use of a portion of A37-00562C to her property. Since this particular claim overlaps with some groundwater (A37-07501A and 37-08536) the associated groundwater rights would also have to be included in the transfer to insure that possible expansion due to unstacking would not occur. We discussed the transfer process and the various issues associated with the process. Ms. Locke said that she would submit the change of ownership for A37-12068 and a portion of A37-00617A. She said she would think about what she wanted to do with her portion of the other right, A37-00562C (file a transfer application, sell it back to her former husband, etc.).