

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

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

CIVIL CASE NUMBER: 39576

Ident. Number 37-1219
Date Received: 10/20/1988
Receipt No: M001675
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

C E MOLYNEUX Phone: (208)823-4573
080 LAIDLAW PK RD
CAREY ID 83320

WILLIAM MOLYNEUX Phone: (208)823-4573
C/O C E MOLYNEUX
080 LAIDLAW PK RD
CAREY ID 83320

KRISTY MOLYNEUX Phone: (208)823-4573
C/O C E MOLYNEUX
080 LAIDLAW PK RD
CAREY ID 83320

JOHN I MOLYNEUX Phone: (208)823-4573
C/O C E MOLYNEUX
080 LAIDLAW PK RD
CAREY ID 83320

2. Date of Priority: 08/07/1897

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

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 Lot	County	Type
01N	21E	30	NW	SW	SE	BLAINE	

5. Description of diverting works:

CONCRETE DAM FOR EAST CANAL.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/01	11/01	3.2	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of	1/4 Lot	Use	Acres
01S	21E	35	SW	SW	IRRIGATION	37
			SE	SW	IRRIGATION	37
			SW	SE	IRRIGATION	35
			SE	SE	IRRIGATION	13
Section Acres						122
02S	21E	2	NW	NE	IRRIGATION	22
			SW	NE	IRRIGATION	6
Section Acres						28
Total Acres						150

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:

14. Remarks:

5/1/2000 TF; OWNERSHIP CHANGED PYRAH TO NW FARM CREDIT SVCS PER 1409(6) AND WARRANTY DEED REC'D 3/9/2000.

15. Basis of Claim: Decreed



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

March 15, 2002

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

C E MOLYNEUX
080 LAIDLAW PARK RD
CAREY ID 83320

Re: SRBA Claim(s) 37-737B, 37-780B, 37-15D, 37-263D, 37-1219
Decreed Water Rights 37-11888, 37-11889

Dear Mr. Molyneux:

Pursuant to the change in ownership request that has been submitted to the Department, we have changed the record of current ownership to you. Please find the enclosed copies of the computer records 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, appearing to read 'Trish'.

Trish Fawcett
Technical Records Specialist

Enc.

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

MAR 13 2002

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 Number(s) 37-150, 37-2630, 37-1219
Adjudication Claim Number(s) _____
2. The following REQUIRED information must be submitted with this form.
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant(s) C.E. Ingeborg, William, Kristy, & John Molyneux
40 C.E. Molyneux
080 Laidlaw Park Rd. Carey, ID 83320
4. New Owner/Claimant(s) C.E., William, Kristy, John Molyneux
New Mailing Address 40 C.E. Molyneux
080 Laidlaw Park Road
City, State and ZIP Code Carey, ID 83320
New Telephone Number (208) 823-4573
5. Date you acquired the property 2/1/02
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
Number of acres actually irrigated 150 Number and type of stock _____
Diversion rate in CFS 576 3.2 Number of homes _____ Other uses _____
cubic feet per second
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner/Claimant(s) C.E. Molyneux Date 3/11/02
William Molyneux Date 3/11/02
Kristy Molyneux
8. (Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)
For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

(Space above this line for Recorder's use only)

QUITCLAIM DEED

FOR VALUE RECEIVED, INGEBORG A. MOLYNEUX does hereby convey, release, remise and forever quitclaim unto CLARENCE E. MOLYNEUX, a single man, as his sole and separate property, of 080 Laidlaw Park Rd., Carey, ID 83320, the following described premises situated in the County of Blaine, State of Idaho, to-wit:

Township 2 South, Range 21 East, Boise Meridian, Blaine County, Idaho

Section 2: Lot 2 and SW $\frac{1}{4}$ NE $\frac{1}{4}$

Township 1 South, Range 21 East, Boise Meridian, Blaine County, Idaho

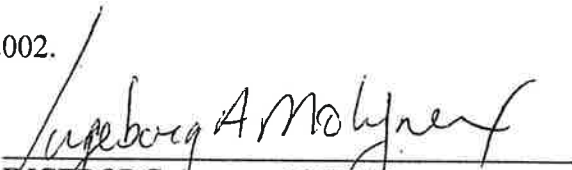
Section 35: S $\frac{1}{2}$ S $\frac{1}{2}$

EXCEPT a parcel of land located in the S $\frac{1}{2}$ of Section 35, Township 1 South, Range 21 East, Boise Meridian, Blaine County, Idaho, more particularly described as follows:

COMMENCING at the Southwest corner of said Section 35;
 THENCE N. 0°15'38" W., along the West boundary of Section 35 for a distance of 1325.94 feet to the Northwest corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 35;
 THENCE N. 89°35'09" E., along the North boundary of the S $\frac{1}{2}$ S $\frac{1}{2}$ of Section 35 for a distance of 2646.16 feet to the TRUE POINT OF BEGINNING;
 THENCE S. 0°32'17" E. along an existing fence for a distance of 626.73 feet;
 THENCE N. 89°35'09" E. along an existing fence for a distance of 290.33 feet;
 THENCE N. 0°56'35" W. along an existing fence for a distance of 626.75 feet to a point on the North boundary of the S $\frac{1}{2}$ S $\frac{1}{2}$ of Section 35;
 THENCE S. 89°35'09" W. along the North boundary of the S $\frac{1}{2}$ S $\frac{1}{2}$ of Section 35 for a distance of 285.90 feet to the TRUE POINT OF BEGINNING.

together with its appurtenances.

DATED this 1 day of February, 2002.

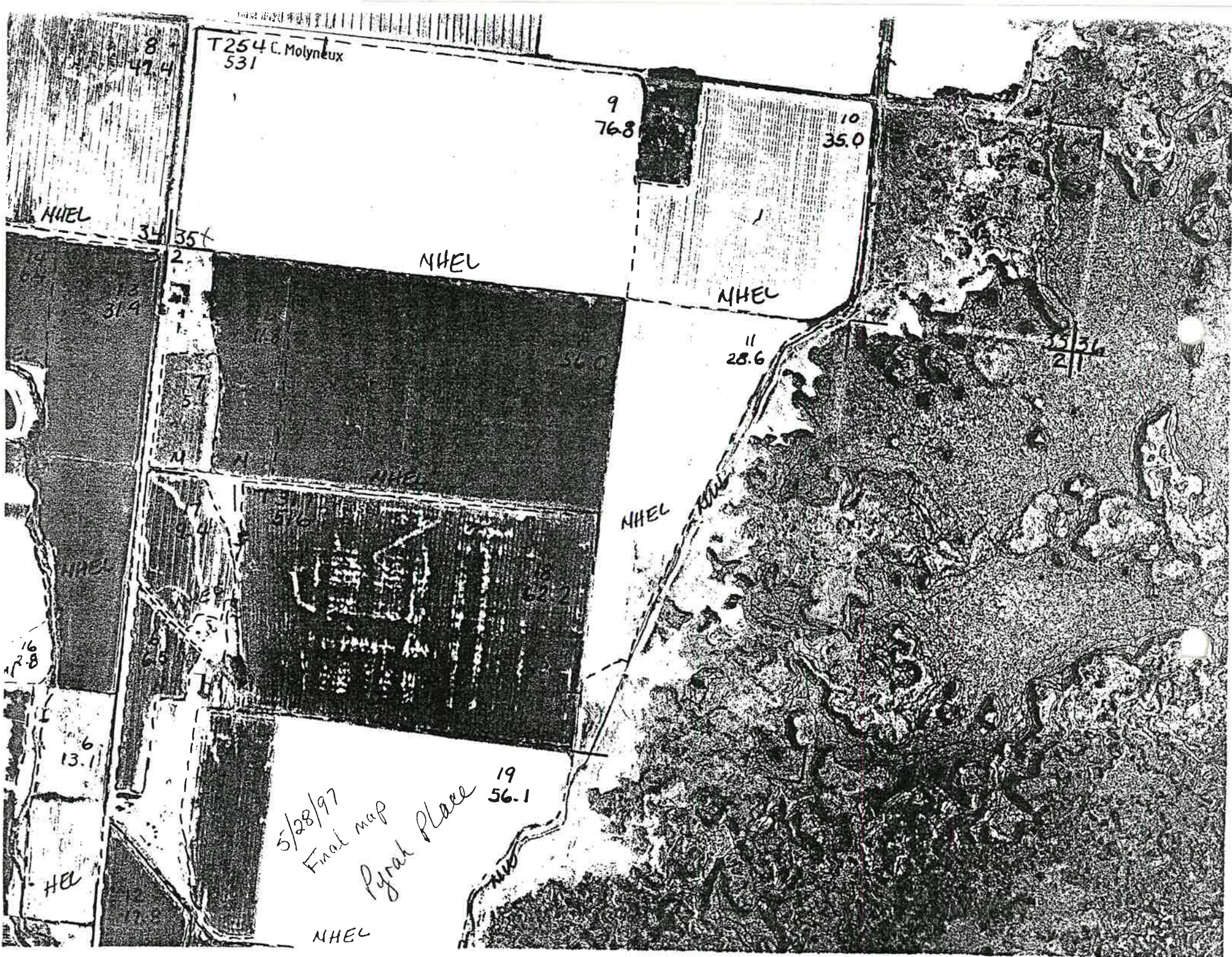

 INGEBORG A. MOLYNEUX

STATE OF IDAHO)
) ss.
County of Blaine)

On this 15th day of February, 2002, before me, a Notary public in and for said State, personally appeared INGEBORG A. MOLYNEUX known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



Jacki R. Strobe
Notary Public for Idaho
Residing at: Hailey, Idaho
My commission expires 9/3/06



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

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

CIVIL CASE NUMBER: 39576

Ident. Number 37-1219
Date Received: 10/20/1988
Receipt No: M001675
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

C E MOLYNEUX Phone: (208)823-4573
080 LAIDLAW PK RD
CAREY ID 83320

INGEBORG MOLYNEUX Phone: (208)823-4573
080 LAIDLAW PK RD
CAREY ID 83320

WILLIAM MOLYNEUX Phone: (208)823-4573
C/O C E MOLYNEUX
080 LAIDLAW PK RD
CAREY ID 83320

KRISTY MOLYNEUX Phone: (208)823-4573
C/O C E MOLYNEUX
080 LAIDLAW PK RD
CAREY ID 83320

JOHN I MOLYNEUX Phone: (208)823-4573
C/O C E MOLYNEUX
080 LAIDLAW PK RD
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CONCRETE DAM FOR EAST CANAL.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/01	11/01	3.2	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
01S	21E	35	SW	SW	IRRIGATION	37
			SE	SW	IRRIGATION	37
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			SW	NE	IRRIGATION	6
					Section Acres	28
					Total Acres	150

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13. Other Water Rights Used:

14. Remarks:

5/1/2000 TF; OWNERSHIP CHANGED PYRAH TO NW FARM CREDIT SVCS PER 1409(6) AND WARRANTY DEED REC'D 3/9/2000.

15. Basis of Claim: Decreed



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

SOUTHERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

December 21, 2001

C E MOLYNEUX
080 LAIDLAW PARK RD
CAREY ID 83320

Re: SRBA Claim(s) 37-15D, 37-263D, 37-1219

Dear Inge:

Pursuant to the change in ownership request that has been submitted to the Department, we have changed the record of current ownership to you. Please find the enclosed copies of the computer records 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,

Trish Fawcett
Technical Records Specialist

Enc.

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

RECEIVED**JUL 30 2001**Department of Water Resources
Southern Region

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
A37-00263D					
A37-00015D					
A37-01219					

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

Northwest Farm Credit Services, FLCA
P.O. Box 2515 Spokane, WA 99220

4. New Owner/Claimant(s)

John I. Kristy, C.E. Ingeberg, and William Molyneux

Name Connector (Check one): ☒ and, ☐ or, ☐ and/or

New Mailing Address

c/o C.E. Molyneux

City, State and ZIP Code

080 Laidlaw Park Road
Carey, Idaho 83320

New Telephone Number

(208) 823-4573

5. Date you acquired the property

Feb. 20, 2001

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

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

X
Signature of New Owner(s) or Claimant(s)
(include title if applicable)

Justin Molyness
John Molyness
C.F. Molyness
Lugborg Molyness
William L. Molyness

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

For Office Use Only

Received by *[Signature]* Date 7/30/01 Fee 0
 Receipted by *[Signature]* Date 12/21/01 Receipt No. _____
 Processed by *[Signature]* Date 12/21/01 WR _____ Date _____

pyan

1

RECEIVED

JUL 30 2001

Department of Water Resources
Southern Region

REAL ESTATE CONTRACT

THIS AGREEMENT made this _____ day of _____, 1989, by and between FARM CREDIT BANK OF SPOKANE, a corporation, hereinafter referred to as "Seller;" and JOHN I. MOLYNEUX and KRISTY MOLYNEUX, husband and wife; CLYDE L. MOLYNEUX, a single man; and C. E. MOLYNEUX and INGEBORG MOLYNEUX, husband and wife, hereinafter referred to as "Purchaser,"

W I T N E S E T H:

Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, the following described real estate situate in Blaine County, State of Idaho, hereinafter referred to as "said property," to-wit:

REAL PROPERTY:

Township 2 South, Range 21 East, Boise Meridian, Blaine County, Idaho

Section 2: Lot 2 and SW1/4NE1/4

Township 1 South, Range 21 East, Boise Meridian, Blaine County, Idaho

Section 35: S1/2S1/2

EXCEPT a parcel of land located in the S1/2 of Section 35, Township 1 South, Range 21 East, Boise Meridian, Blaine County, Idaho, more particularly described as follows:

COMMENCING at the Southwest corner of said Section 35;

THENCE N. 0°15'38" W., along the West boundary of Section 35 for a distance of 1325.94 feet to the Northwest corner of the SW1/4SW1/4 of Section 35;

THENCE N. 89°35'09" E., along the North boundary of the S1/2S1/2 of Section 35 for a distance of 2646.16 feet to the TRUE POINT OF BEGINNING;

THENCE S. 0°32'17" E. along an existing fence for a distance of 626.73 feet;



Hepworth.

THENCE N. 89°35'09" E. along an existing fence for a distance of 290.33 feet;
THENCE N. 0°56'35" W. along an existing fence for a distance of 626.75 feet to a point on the North boundary of the S1/2S1/2 of Section 35;
THENCE S. 89°35'09" W. along the North boundary of the S1/2S1/2 of Section 35 for a distance of 285.90 feet to the TRUE POINT OF BEGINNING.

Excluding therefrom and excepting and reserving to Seller all mineral and royalty rights, interests, estates, and titles heretofore acquired, reserved, or excepted by Seller prior to January 22, 1986. The foregoing exclusion, exception, and reservation shall include, but not be limited to, all oil, gas, hydrocarbons, coal, and other minerals of whatsoever nature lying in or under the above described lands and all royalty interests as to oil, gas, and other minerals produced and saved therefrom.

Together with all tenements, hereditaments, and appurtenances thereunto belonging or any wise appertaining to the property, including all existing fixtures; and together with all water and water rights appurtenant to said premises, including, but not necessarily limited to the following: 10 1/2 shares of stock in Little Wood River Canal Company, evidenced by Certificate No. 889, 12 2/3 shares of stock in Carey Valley Irrigation Reservoir Company, Inc., evidenced by Certificate No. 46, and additional water rights described as follows:

<u>Decreed Right</u>	<u>Priority Date</u>	<u>Quantity</u>
A 37-00263D	May 15, 1883	0.576 C.F.S.
A 37-00015D	April 15, 1884	0.560 C.F.S.
A 37-01219	August 7, 1897	3.200 C.F.S.

subject to any and all easements, rights of way, or restrictions of record, and the exceptions, provisions, and reservations contained in patents or deeds from the

ORIGINAL RECORDED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

HOGUE, SPECK & AANESTAD
P.O. BOX 987
KETCHUM, ID 83340

BLAINE CO. REQUEST

OF *Kristy Molyneux*

1991 OCT 11 A 10:43

334531

MARY GREEN, CLERK
FEES \$ *900*

MP

Deed

RECEIVED

JUL 30 2001

Department of Water Resources
Southern Region

(space above line for Recorder's use)

"Pyrah"

QUITCLAIM DEED

FOR VALUE RECEIVED, John I. Molyneux and Kristy Molyeux, husband and wife, of 10407 Highway 75, Bellevue, Idaho (83313), Clyde L. Molyneux and Gail L. Molyneux, husband and wife, of Highway 75, Bellevue, Idaho (83313), and C. E. Molyneux and Ingeborg Molyneux, husband and wife, of 080 Laidlaw Park Road, Carey, Idaho (83320), hereinafter referred to as "Grantors," do hereby convey, release, remise, and forever quitclaim unto Molyneux Brothers Partnership of Route 1, Box 400, Bellevue, Idaho (83313), hereinafter referred to as "Grantee," any and all interest we may have in the following described premises, situated in Blaine County, Idaho, to wit:

See Exhibit "A"

TOGETHER WITH all and singular tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto Grantee and to Grantee's heirs and assigns forever.

DATED this 22nd day of September, 1991.

GRANTORS:

Clyde L. Molyneux
CLYDE L. MOLYNEUX

Gail L. Molyneux
GAIL L. MOLYNEUX

John I. Molyneux
JOHN I. MOLYNEUX

QUITCLAIM DEED - 1

Kristy Molyneux
KRISTY MOLYNEUX

C. E. Molyneux
C. E. MOLYNEUX

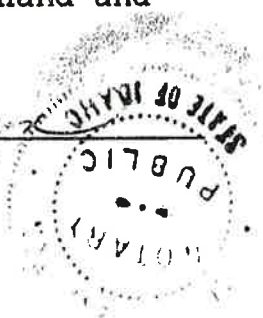
Ingeborg Molyneux
INGEBORG MOLYNEUX

STATE OF IDAHO)
)
County of Blaine)

On this _____ day of June, 1991, before me, the undersigned, a notary public in and for said State, personally appeared CLYDE L. MOLYNEUX, GAIL L. MOLYNEUX, JOHN I. MOLYNEUX and KRISTY MOLYNEUX, AND C. E. MOLYNEUX and INGEBORG MOLYNEUX, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Nina A. Scurry
Notary Public for Idaho
Residing at: Boise



MOLYNEUX.QD2

Township 4 South, Range 21 East, Boise Meridian, Blaine County, Idaho

Section 2: Lot 2 and SW1/4NE1/4

Township 1 South, Range 21 East, Boise Meridian, Blaine County, Idaho

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EXCEPT a parcel of land located in the S1/2 of Section 35, Township 1 South, Range 21 East, Boise Meridian, Blaine County, Idaho, more particularly described as follows:

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Excluding therefrom and excepting and reserving to Seller all mineral and royalty rights, interests, estates, and titles heretofore acquired, reserved, or excepted by Seller prior to January 22, 1986. The foregoing exclusion, exception, and reservation shall include, but not be limited to, all oil, gas, hydrocarbons, coal, and other minerals of whatsoever nature lying in or under the above described lands and all royalty interests as to oil, gas, and other minerals produced and saved therefrom.

Together with all tenements, hereditaments, and appurtenances thereunto belonging or any wise appertaining to the property, including all existing fixtures; and together with all water and water rights appurtenant to said premises, including, but not necessarily limited to the following: 10 1/2 shares of stock in Little Wood River Canal Company, evidenced by Certificate No. 889, 12 2/3 shares of stock in Carey Valley Irrigation Reservoir Company, Inc., evidenced by Certificate No. 46, and additional water rights described as follows:

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A 37-01219	August 7, 1897	3.200 C.F.S.

subject to any and all easements, rights of way, or restrictions of record, and the exceptions, provisions, and reservations contained in patents or deeds from the

United States of America, or the State of Idaho, or in other deeds of record.

All BLM grazing permits upon the above-described real property are specifically EXCLUDED

RECEIVED
JUL 30 2001
Department of Water Resources
Southern Region

COPY

John Molyneux
Customer/Note No. 31081-301

AMENDMENT NO. 1 TO REAL ESTATE CONTRACT

THIS AMENDMENT is made and entered into effective November 1 1999, by and among **NORTHWEST FARM CREDIT SERVICES, ACA**, a corporation organized and existing under the laws of the United States ("Seller"), and John I. Molyneux and Kristy Molyneux, husband and wife; Clyde L. Molyneux, and C. E. Molyneux and Ingeborg Molyneux, husband and wife (collectively, "Purchaser").

RECITALS:

WHEREAS, Seller, Purchaser and Released Purchaser entered into a Real Estate Contract dated October 27, 1989 (the "Contract") and certain related documents referenced as Customer Note/No. 31081-301, as amended from time to time.

WHEREAS, the parties hereto desire to amend the Contract for the purposes stated herein.

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. The Purchaser and Seller are hereby amended as follows.
 - a. Northwest Farm Credit Services, ACA was assigned the Seller's interest in this Contract by Assignment of Real Estate Contract and Water Stock dated March 19, 1999, recorded April 2, 1999, in the records of the Blaine County, Idaho Recorder as Instrument No. 425888.
 - b. Gail L. Molyneux and Clyde L. Molyneux, who were husband and wife when this Contract was entered into on October 27, 1989, are no longer husband and wife. By quitclaim deed dated November 29, 1993, recorded in the records of the Blaine County, Idaho Recorder as Instrument No. 360817, Gail L. Molyneux deeded her interest in the property being purchased under this Contract to Clyde L. Molyneux and no longer retains an interest in the same. As of the effective date of this Amendment No. 1 to Real Estate Contract, Gail L. Molyneux is hereby removed from the Contract as a Purchaser and she shall have no further purchaser's interest in the Contract. All other named purchasers under the Contract shall remain as stated in the Contract.

2. Section 1.2 of the Contract is hereby amended in its entirety by substitution of the following:

Section 1.2: Payment of Balance: The principal balance as of November 1, 1999, in the amount of \$45,585.61 shall be payable in annual installments commencing November 1, 2000, as follows.

The Installment Period is a 12-month period. Subject to consents of junior lienholders and other parties in interest as required by Lender, the remaining reamortized amount due on the Contract of \$45,585.61 shall be converted to an adjustable rate on November 1, 1999. The Initial Interest Rate is 8.80 percent per annum.

This Contract has a level payment plan. Principal and interest shall be paid in installment amounts as computed by Lender to fully amortize the Contract over the term and at the interest rates provided herein, which installment payments shall begin on the first day of the Installment Period commencing on November 1, 2000, and continuing on the first day of each Installment Period thereafter. The amount of each installment due after an Interest Change Date shall be changed by Lender to the amount which Lender in its sole discretion determines is sufficient to amortize the Adjusted Principal Balance over the remaining term of the Contract.

The unpaid principal balance, unpaid interest thereon, and all other amounts remaining due shall be paid in full on the first day of November 2009, unless the debt shall be matured sooner by extra payments. The Adjusted Principal Balance on any date is the unpaid principal balance on such date minus the principal portion of any installment payment(s) which are due on or before such date and are unpaid on such date. Any payment may be applied as of the date of receipt first to accounts receivable, default interest, other amounts then due, and any remainder to the Contract balance. Subject to the preceding sentence, Purchaser may at any time pay any amount of principal in advance of its maturity. Unless Seller otherwise elects, any such payment may operate to reduce the balance owing and to discharge the obligation at an earlier date, but shall not alter the obligation to pay full installments as provided herein.

The first day of November, 2000, and the first day of November every one year thereafter is referred to as an "Interest Change Date." Interest shall accrue on the Adjusted Principal Balance on and after each Interest Change Date at the per annum interest rate equal to the sum of the Index in effect on such Interest Change Date, rounded to the nearest one-twentieth of one percent (.05%) per annum, plus 3.25 percent per annum (the "New Interest Rate"), until the next Interest Change Date. The interest rate in effect under this Contract on any date, including interest at the default interest rate, if applicable, is the "Current Interest Rate." The New Interest Rate on any Interest Change Date shall not increase or decrease from the Current Interest Rate on the date immediately prior to such Interest Change Date by more than two percent

per annum. Provided, however, the New Interest Rate shall not increase or decrease from the Initial Interest Rate by more than six percent per annum. After a default, Borrowers shall pay interest at the default interest rate as provided for on this Contract. The default interest rate is not limited by the interest rate caps contained in this paragraph unless this Contract is subject to the Truth in Lending law. The Index in effect on any Interest Change Date is the per annum rate of interest equal to the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board in the latest Federal Reserve Statistical Release H.15(519) ("Index Source") published on or before the 45th day prior to such Interest Change Date. If the Index or Index Source is no longer available, Lender will choose a new index or index source which it determines in its sole discretion is comparable.

3. Section 1.5 of the Contract is hereby amended in its entirety by substitution of the following:

Section 1.5: Late Payments: All payments not made when due under this Contract shall thereafter bear interest until paid at a default rate which shall be equal to the rate then in effect for this Contract, plus four percent (4%) per annum.

4. Except as expressly modified or changed herein, all terms and conditions of the Contract and related documents shall remain in full force and effect and shall not be changed hereunder.

5. It is the intention of the parties that this Amendment shall not constitute a novation and shall in no way adversely affect or impair the priority of the Contract. The parties declare and agree that the Contract and each documents evidencing, and securing the repayment of the above-referenced Contract shall remain in effect and are valid, binding, and enforceable according to their terms, except as modified by this Amendment. **Time is of the essence.** This Amendment shall be binding upon and inure to the benefit of the respective successors and assigns of the Purchaser and Seller.

In Witness Whereof, the parties hereto have duly executed this Amendment to be effective as of the day and year first above written.

Dated: November 15, 1999

SELLER:

NORTHWEST FARM CREDIT SERVICES, ACA

By: Wagner 6022222
Authorized Agent

PURCHASER:

John I. Molyneux
John I. Molyneux

Kristy Molyneux
Kristy Molyneux

Clyde L. Molyneux
Clyde L. Molyneux

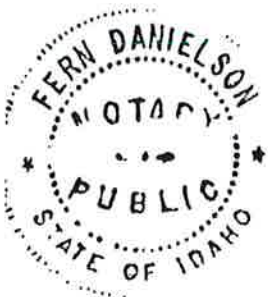
C. E. Molyneux
C. E. Molyneux

Ingeborg Molyneux
Ingeborg Molyneux

STATE OF IDAHO)
County of Jern Falls)ss.

On November 15, 1999, before me personally appeared Wayne Dennis, known to me to be the Authorized Agent of Northwest Farm Credit Services, ACA, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and each on oath stated that he/she was authorized to execute said instrument.

Fern Danielson
Notary Public for the State of Idaho
Residing at Jern Falls
My commission expires August 9, 2002



STATE OF IDAHO)
County of Jern Falls)ss.

On Nov 15, 1999, before me personally appeared John I. Molyneux, to me known to be the person described in and who executed the within instrument, and acknowledged that he executed the same as his free act and deed.



Fern Daniels
Notary Public for the State of Idaho
Residing at Jern Falls
My commission expires August 9, 2002

STATE OF IDAHO)
County of Jern Falls)ss.

On Nov 15, 1999, before me personally appeared Kristy Molyneux, to me known to be the person described in and who executed the within instrument, and acknowledged that she executed the same as her free act and deed.



Fern Daniels
Notary Public for the State of Idaho
Residing at Jern Falls
My commission expires August 9, 2002

STATE OF IDAHO)
County of Jern Falls)ss.

On Nov. 15, 1999, before me personally appeared Clyde L. Molyneux, to me known to be the person described in and who executed the within instrument, and acknowledged that he executed the same as his free act and deed.



Fern Daniels
Notary Public for the State of Idaho
Residing at Jern Falls
My commission expires August 9, 2002

99 APR 2 PM 2 23

MARSHA L. H. CLARK

FEES \$12.00

#4
SPECIAL WARRANTY DEED

425888

BLAINE CO. REQUEST

OF Farm Credit Services

The Grantor, NORTHWEST FARM CREDIT SERVICES, ACA, successor by assignment to AgAmerica, FCB, the successor of Farm Credit Bank of Spokane, for good and valuable consideration in hand paid, transfers and conveys to JOHN I. MOLYNEUX and KRISTY MOLYNEUX, husband and wife, CLYDE L. MOLYNEUX and GAIL L. MOLYNEUX, husband and wife, and C.E. MOLYNEUX and INGEBORG MOLYNEUX, husband and wife, the Grantee, whose complete mailing address is Route 1, Box 400, Bellevue, ID 83313, the following described real estate, situated in the County of Blaine, State of Idaho:

SEE EXHIBIT "A" ATTACHED HERETO AND
BY THIS REFERENCE MADE A PART HEREOF

The Grantor warrants against encumbrances suffered or created by the Grantor, free and clear of encumbrances except all taxes, assessments, and charges to be paid by the Grantee and any lien or encumbrance revived or placed on said premises by, through or under the Grantee and any other encumbrance or defect which the Grantee has assumed by reason of the terms and conditions of that certain Real Estate Contract of which they are parties, dated October 27, 1989.

PROVIDED, HOWEVER, Grantor does not warrant or covenant with said Grantee with respect to the existence or nonexistence of any pollutants, contaminants or hazardous waste prohibited by federal, state or local law or claims based thereon arising out of the actual or threatened discharge, release, disposal, seepage, migration or escape of such substances at, from or into the demised premises.

Grantor hereby expressly grants and conveys unto Grantee, their successors and assigns forever, all water rights, oil, gas, hydrocarbons, coal or other minerals of whatsoever nature lying in or under the above described lands and all royalty interests as to oil, gas, and other minerals

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produced and saved therefrom which have not been previously reserved and which may be or upon
said lands above described or any part thereof.

Dated this 9 day of March, 1999.

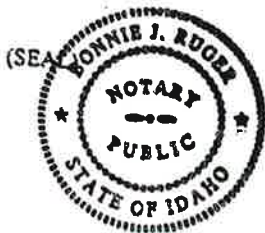
NORTHWEST FARM CREDIT SERVICES, ACA

By Brad Butters
Brad Butters
Its Authorized Agent

STATE OF IDAHO)
 ss
County of Bonneville)

On this 19th day of March, 1999, before me, the undersigned Notary Public
in and for said County and State, personally appeared Brad Butters, known or identified to me to be
the authorized agent of Northwest Farm Credit Services, ACA, the corporation that executed the
foregoing instrument, and being by me first duly sworn, declared that the statements therein are true,
and acknowledged to me that he executed the same on behalf of said corporation.

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



Bonnie J. Ruger
NOTARY PUBLIC for Idaho
Residing at: Blackfoot, ID
Commission Expires: 9-15-2000

EXHIBIT "A"

REAL PROPERTY:

Township 2 South, Range 21 East, Boise
Meridian, Blaine County, Idaho

Section 2: Lot 2 and SW1/4NE1/4

Township 1 South, Range 21 East, Boise
Meridian, Blaine County, Idaho

Section 35: S1/2S1/2

EXCEPT a parcel of land located in the
S1/2 of Section 35, Township 1 South,
Range 21 East, Boise Meridian, Blaine
County, Idaho, more particularly
described as follows:

COMMENCING at the Southwest corner of said
Section 35;
THENCE N. 0°15'38" W., along the West
boundary of Section 35 for a distance of
1325.94 feet to the Northwest corner of
the SW1/4SW1/4 of Section 35;
THENCE N. 89°35'09" E., along the North
boundary of the S1/2S1/2 of Section 35 for
a distance of 2646.16 feet to the TRUE
POINT OF BEGINNING;
THENCE S. 0°32'17" E. along an existing
fence for a distance of 626.73 feet;
THENCE N. 89°35'09" E. along an existing
fence for a distance of 290.33 feet;
THENCE N. 0°56'35" W. along an existing
fence for a distance of 626.75 feet to a
point on the North boundary of the
S1/2S1/2 of Section 35;
THENCE S. 89°35'09" W. along the North
boundary of the S1/2S1/2 of Section 35 for
a distance of 285.90 feet to the TRUE
POINT OF BEGINNING.

Excluding therefrom and excepting and
reserving to Seller all mineral and
royalty rights, interests, estates, and
titles heretofore acquired, reserved, or
excepted by Seller prior to January 22,
1986. The foregoing exclusion, exception,

and reservation shall include, but not be limited to, all oil, gas, hydrocarbons, coal, and other minerals of whatsoever nature lying in or under the above described lands and all royalty interests as to oil, gas, and other minerals produced and saved therefrom.

Together with all tenements, hereditaments, and appurtenances thereunto belonging or any wise appertaining to the property, including all existing fixtures, and together with all water and water rights appurtenant to said premises, including, but not necessarily limited to the following: 10 1/2 shares of stock in Little Wood River Canal Company, evidenced by Certificate No. 889, 12 2/3 shares of stock in Carey Valley Irrigation Reservoir Company, Inc., evidenced by Certificate No. 46, and additional water rights described as follows:

<u>Decreed Right</u>	<u>Priority Date</u>	<u>Quantity</u>
A 37-00263D	May 15, 1883	0.576 C.F.S.
A 37-00015D	April 15, 1884	0.560 C.F.S.
A 37-01219	August 7, 1897	3.200 C.F.S.

subject to any and all easements, rights of way, or restrictions of record, and the exceptions, provisions, and reservations contained in patents or deeds from the United States of America, or the State of Idaho, or in other deeds of record.

All BLM grazing permits upon the above-described real property are specifically EXCLUDED from this sale.

QUITCLAIM DEED

RECEIVED

JUL 30 2001

Department of Water Resources
Southern Region

For Value Received

MOLYNEUX BROTHERS, a General Partnership

do hereby convey, release, remise and forever quit claim unto

CLYDE L. MOLYNEUX, a married man, WILLIAM L. MOLYNEUX,
a single man, JOHN I. MOLYNEUX, a married man, and C.E.
MOLYNEUX, a married man, an undivided 1/4 interest each
the following described premises situated in _____, to-wit:

EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantees' Address: c/o C.E. Molyneux
080 Laidlaw Park Road
Carey, ID 83320BLAINE CO. REQUEST
OF *Kristy Molyneux*
1999 DEC 13 P 1:27
434365
Deal
MARKED BY CLERK *for 90*

together with their appurtenances.

Dated: November 1999

MOLYNEUX BROTHERS, A general partnership

By: *Clyde L. Molyneux* *John I. Molyneux*
C.E. Molyneux *William L. Molyneux*STATE OF IDAHO
COUNTY OF BLAINE

On December 1999, before me, the undersigned, a Notary Public in and for the State, personally appeared Clyde L. Molyneux, William L. Molyneux, John I. Molyneux and C. E. Molyneux personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed the within instrument as partners on behalf of Molyneux Brothers Partnership, the partnership therein named and acknowledged to me that the partnership executed it.

WITNESS my hand and official seal.

Signature: *Nina M. Cook*Residing at: *Idaho*Commission Expires: *2-21-2003*

EXHIBIT "A"

REAL PROPERTY:

Township 2 South, Range 21 East, Boise Meridian, Blaine County, Idaho

Section 2: Lot 2 and SW1/4NE1/4

Township 1 South, Range 21 East, Boise Meridian, Blaine County, Idaho

Section 35: S1/2S1/2

EXCEPT a parcel of land located in the S1/2 of Section 35, Township 1 South, Range 21 East, Boise Meridian, Blaine County, Idaho, more particularly described as follows:

COMMENCING at the Southwest corner of said Section 35; THENCE N. 0°15'38" W., along the West boundary of Section 35 for a distance of 1325.94 feet to the Northwest corner of the SW1/4SW1/4 of Section 35; THENCE N. 89°35'09" E., along the North boundary of the S1/2S1/2 of Section 35 for a distance of 2646.16 feet to the TRUE POINT OF BEGINNING; THENCE S. 0°32'17" E. along an existing fence for a distance of 626.73 feet; THENCE N. 89°35'09" E. along an existing fence for a distance of 290.33 feet; THENCE N. 0°56'35" W. along an existing fence for a distance of 626.75 feet to a point on the North boundary of the S1/2S1/2 of Section 35; THENCE S. 89°35'09" W. along the North boundary of the S1/2S1/2 of Section 35 for a distance of 285.90 feet to the TRUE POINT OF BEGINNING.

Excluding therefrom and excepting and reserving to Seller all mineral and royalty rights, interests, estates, and titles heretofore acquired, reserved, or excepted by Seller prior to January 22, 1986. The foregoing exclusion, exception, and reservation shall include, but not be limited to, all oil, gas, hydrocarbons, coal, and other minerals of whatsoever nature lying in or under the above described lands and all royalty interests as to oil, gas, and other minerals produced and saved therefrom.

Together with all tenements, hereditaments, and appurtenances thereunto belonging or any wise appertaining to the property, including all existing fixtures; and together with all water and water rights appurtenant to said premises, including, but not necessarily limited to the following: 10 1/2 shares of stock in Little Wood River Canal Company,

evidenced by Certificate No. 889, 12 2/3 shares of stock in Carey Valley Irrigation Reservoir Company, Inc., evidenced by Certificate No. 46, and additional water rights described as follows:

<u>Decreed Right</u>	<u>Priority Date</u>	<u>Quantity</u>
A 37-00263D	May 15, 1883	0.576 C.F.S.
A 37-00015D	April 15, 1884	0.560 C.F.S.
A 37-01219	August 7, 1897	3.200 C.F.S.

subject to any and all easements, rights of way, or restrictions of record, and the exceptions, provisions, and reservations contained in patents or deeds from the United States of America, or the State of Idaho, or in other deeds of record.

WARRANTY DEED

William L. Molyneux, an unmarried man and

For Value Received Clyde L. Molyneux and Teresa L. Molyneux, husband and wife and C.E. Molyneux and Ingeborg A. Molyneux, husband and wife and John I. Molyneux and Kristy Molyneux, husband and wife
Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

John I. Molyneux and Kristy Molyneux, husband and wife and C.E. Molyneux and Ingeborg Molyneux, husband and wife and William L. Molyneux, an unmarried man.

whose address is: 10407 Highway 75 Bellevue, Idaho 83313,

Hereinafter called the Grantee, the following described premises situated in Blaine County, Idaho, to-wit:

See Attached

Instrument # 448246

HAILEY, BLAINE, IDAHO

2001-02-21

04:03:00 No. of Pages: 3

Recorded for: FIRST AMERICAN TITLE

MARSHA RIEMANN

Fee: 9.00

Ex-Officio Recorder Deputy

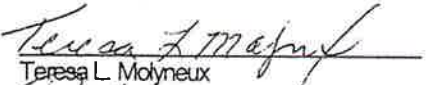
Index to: WTYICICORP DEED

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

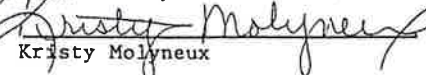
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from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

Dated: February 20, 2001

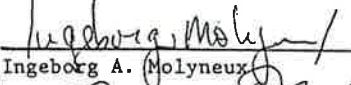

Clyde L. Molyneux


Teresa L. Molyneux


John I. Molyneux


Kristy Molyneux


C. E. Molyneux


Ingeborg A. Molyneux


William L. Molyneux

STATE OF IDAHO)

)ss.

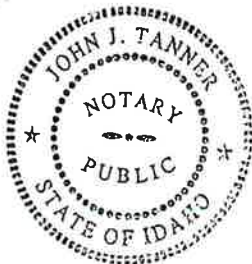
COUNTY OF BLAINE)

On this 20th day of February, in the year of 2001, before me John J. Tanner, personally appeared Clyde L. Molyneux and Teresa L. Molyneux, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.


Notary Public of Idaho

Residing at Blaine County, Idaho

Commission Expires: August 17, 2001



#16
RECEIVED

JUL 30 2001

Department of Water Resources
Southern Region

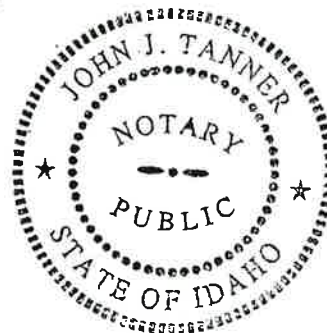
STATE OF IDAHO)

)ss.

COUNTY OF BLAINE)

On this 20th day of February, in the year of 2001, before me John J. Tanner, personally appeared C.E. Molyneux and Ingeborg A. Molyneux and William L. Molyneux and John I. Molyneux and Kristy Molyneux, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.


Notary Public of Idaho
Residing at: Blaine County, Idaho
Commission Expires: August 17, 2001



Order No. 23860
Legal Description

Exhibit

Township 2 South, Range 21 East, Boise Meridian, Blaine County, Idaho

Section 2: Lot 2 and SW1/4NE1/4

Township 1 South, Range 21 East, Boise Meridian, Blaine County, Idaho

Section 35: S1/2S1/2

EXCEPT a parcel of land located in the S1/2 of Section 35, Township 1 South, Range 21 East, Boise Meridian, Blaine County, Idaho, more particularly described as follows:

COMMENCING at the Southwest corner of said Section 35;
THENCE N. $0^{\circ}15'38''$ W., along the West boundary of Section 35 for a distance of 1325.94 feet to the Northwest corner of the SW1/4SW1/4 of Section 35;
THENCE N. $89^{\circ}35'09''$ E., along the North boundary of the S1/2S1/2 of Section 35 for a distance of 2646.16 feet to the TRUE POINT OF BEGINNING;
THENCE S. $0^{\circ}32'17''$ E. along an existing fence for a distance of 626.73 feet;
THENCE N. $89^{\circ}35'09''$ E. along an existing fence for a distance of 290.33 feet;
THENCE N. $0^{\circ}56'35''$ W. along an existing fence for a distance of 626.75 feet to a point on the North boundary of the S1/2S1/2 of Section 35;
THENCE S. $89^{\circ}35'09''$ W. along the North boundary of the S1/2S1/2 of Section 35 for a distance of 285.90 feet to the TRUE POINT OF BEGINNING.

Form No. 1402.92
(10/17/92)
ALTA Owner's Policy



POLICY OF TITLE INSURANCE



ISSUED BY

RECEIVED

JUL 30 2001

Department of Water Resources
Southern Region

First American Title Insurance Company

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

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

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

**This Policy Not Valid Unless
Countersigned By First American
Title Insurance Company**

By 

First American Title Insurance Company

BY



PRESIDENT

ATTEST



SECRETARY

J 1327520

OWNER'S POLICY

SCHEDULE A

Order No.: K23860

Policy No.: J1327520

Amount of Insurance: \$ 75,000.00

Premium: \$ 517.50

Endorsements:

\$

Date of Policy: February 21, 2001 at 04:04 PM

1. Name of Insured:

John I. Molyneux and Kristy Molyneux, C.E. Molyneux and Ingeborg Molyneux, and William L. Molyneux.

2. The estate or interest in the land which is covered by this policy is:

A fee simple interest

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

John I. Molyneux and Kristy Molyneux, husband and wife, C.E. Molyneux and Ingeborg Molyneux, husband and wife, and William L. Molyneux, an unmarried man.

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

See Attached

Order No. 23860
Legal Description

Exhibit

Township 2 South, Range 21 East, Boise Meridian, Blaine County, Idaho

Section 2: Lot 2 and SW1/4NE1/4

Township 1 South, Range 21 East, Boise Meridian, Blaine County, Idaho

Section 35: S1/2S1/2

EXCEPT a parcel of land located in the S1/2 of Section 35, Township 1 South, Range 21 East, Boise Meridian, Blaine County, Idaho, more particularly described as follows:

COMMENCING at the Southwest corner of said Section 35;
THENCE N. $0^{\circ}15'38''$ W., along the West boundary of Section 35 for a distance of 1325.94 feet to the Northwest corner of the SW1/4SW1/4 of Section 35;
THENCE N. $89^{\circ}35'09''$ E., along the North boundary of the S1/2S1/2 of Section 35 for a distance of 2646.16 feet to the TRUE POINT OF BEGINNING;
THENCE S. $0^{\circ}32'17''$ E. along an existing fence for a distance of 626.73 feet;
THENCE N. $89^{\circ}35'09''$ E. along an existing fence for a distance of 290.33 feet;
THENCE N. $0^{\circ}56'35''$ W. along an existing fence for a distance of 626.75 feet to a point on the North boundary of the S1/2S1/2 of Section 35;
THENCE S. $89^{\circ}35'09''$ W. along the North boundary of the S1/2S1/2 of Section 35 for a distance of 285.90 feet to the TRUE POINT OF BEGINNING.

SCHEDULE B

Order No.: K23860

Policy No.: J1327520

EXCEPTIONS FROM COVERAGE

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

PART I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. 2000 taxes in the original amount of \$279.62 and \$14.30, Tax Parcel Number 02S210025910 and 01S21035487A. The first one-half are paid, the balance is due and payable, but not delinquent until after June 20 of current year. Homeowners Exemption is not in effect for 2000.
2001 Taxes an accruing lien but not yet due and payable.
8. Subject to the burdens incident of the inclusion of the land within the boundaries of the Little Wood River Irrigation District and Flood Control district No. 2, and the rights of the Little Wood River Canal Company, Carey Valley Reservoir Company to levy Assessments.

**OWNER'S POLICY
SCHEDULE B
(Continued)**

Order No.: K23860

9. Mortgage to secure an original indebtedness of \$75,100.00, and any other amounts and/or obligations secured thereby.
Recorded: February 21, 2001, as Instrument No. 448247
Morgagor: C. E. Molyneux and Ingeborg Molyneux, husband and wife, John Molyneux same person as John I. Molyneux and Kristy Molyneux, husband and wife, and William L. Molyneux, a single person
Mortgagee: Northwest Farm Credit Services, FLCA.

END OF EXCEPTIONS

T254 C. Molyneux
531

Department of Water Resources
Southern Region

RECEIVED
JUL 30 2001

Point of diversion
(pump)

NHEL

NHEL

11
28.6

NHEL

19
56.1

5/28/97

Final map

Pyral Place

NHEL

9
76.8

10
35.0

531
211

6
13.1

HE

16
2.8

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: **A37-01219**
Date Received: 10/20/1988
Receipt No: M001675
Received By: _____

**COPY FOR
YOUR FILES**

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

**COPY FOR
YOUR FILES**

1. Name: NORTHWEST FARM CREDIT SERVICES FLCA 208-733-2577
Address: PO BOX 5069
TWIN FALLS ID 83303-5059

2. Date of Priority: AUG 7, 1897

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

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
01N	21E	30	NW	SW	SE		BLAINE

5. Description of diverting works:
CONCRETE DAM FOR EAST CANAL.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	3.200		

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

8. Total consumptive use is 375.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE.

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01S	21E	35	SW	SW		IRR	37.0
			SE	SW		IRR	37.0
			SW	SE		IRR	35.0
			SE	SE		IRR	13.0

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	122.0
02S	21E	2	NW	NE	IRR	22.0
			SW	NE	IRR	6.0
					Section Acres	28.0
					Total Acres	150.0

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:
A3700263D, A3700015.

14. Remarks:
5/1/2000 TF; OWNERSHIP CHANGED PYRAH TO NW FARM CREDIT SVCS
PER 1409(6) AND WARRANTY DEED REC'D 3/9/2000.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: 3/24/1928

WALTER PYRAH

Decree Plaintiff

O. A. M. OLSEN

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

**DIRK KEMPTHORNE
GOVERNOR**

May 1, 2000

**KARL J. DREHER
DIRECTOR**

ATTN COLLEEN CROZIER
NORTHWEST FARM CREDIT SERVICES FLCA
PO BOX 5059
TWIN FALLS ID 83303-5059

RE: SRBA Claim(s) A37-00015D, A37-00263D, A37-01219

Dear Ms. Crozier:

Pursuant to the change in ownership request that has been submitted to the Department, we have changed the record of current ownership to you. 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,

Trish Fawcett
Technical Records Specialist

enc.

RECEIVED
MAR 09 2000
Department of Water Resources
Southern Region

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

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

1. Water Right No(s): A37-01219 - Priority DATE 8/7/1897
Adjudication Claim No(s): _____
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** showing the location of the place of use of the water right(s) or claims(s). (These are usually attached to your deed or on file with the county.)
 - OR**
 - C. If your water right or adjudication claim is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.
3. Name and Address of Former Owner/Claimant ROBERT Pyeash
4. New Owner/Claimant(s) Northwest Farm Credit Services, FLCA
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
 New Mailing Address 1363 Fillmore, P.O. Box 5059
 City, State and ZIP Code Twin Falls, ID 83303-5059
 New Telephone Number (208) 733-2577
5. Date you acquired the property 3-2-1989
6. **Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below only if the water right(s) or claim(s) need to be split between owners. If necessary, attach additional pages. 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.**

Number of acres you irrigate with this water right _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes you acquired _____ Other uses _____
7. Signature of New Owner(s) or Claimant(s) Dee Stout, Branch Manager - FCS Twin Falls
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.

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

14847 B

NONMERGER WARRANTY DEED
 FCB Loan No. 154812-3
ROBERT PYRAH

S15000

BLANK REQUEST
 Sawtooth Title Co. Inc.

DEED
 29 MAY 7 PM 4 27

WITNESS, CLERK

FEES \$ 12.00

Until a change is requested,
 all tax statements shall be
 sent to the following address:

Farm Credit Services
 129 Eastland Drive
 P.O. Box 288
 Twin Falls, ID 83307-0288

THIS DEED, made this 24th day of August, 1989, between ROBERT PYRAH, a/k/a ROBERT ALLEN PYRAH, a single man, and JEAN E. PYRAH, a widow, the Grantors, and FARM CREDIT BANK OF SPOKANE, a corporation chartered under the laws of the United States (FCB), successor by merger to The Federal Land Bank of Spokane, a corporation formerly chartered under the laws of the United States, whose mailing address is West 601 First Avenue, TAF-C5, Spokane, Washington 99270, the Grantee,

WITNESSETH, that for and in consideration of the covenants hereinafter contained, the avoidance of the costs and expense of foreclosure litigation, the restructuring of Grantors' debt on the above-referenced loan, the payment by Grantee of all title insurance premiums and recording and transfer fees, costs and expenses, and other good and valuable consideration, the Grantors do by these presents grant, convey and warrant forever unto the Grantee, and to its successors and assigns, all the property described on Exhibit "A" attached hereto and incorporated herein.

ALL SITUATE IN County of Blaine, State of Idaho, subject to rights of way and easements for roads, utilities and irrigation ditches as same exist or appear of record, unpaid real property taxes, and mortgage to Grantee dated May 6, 1974 and recorded May 13, 1974.

TOGETHER WITH all water and water rights of every kind and description and however evidenced, used upon or appurtenant to said property, which in any manner entitle Grantors to water including but not limited to decreed water rights from the Little Wood River as follows: 160 M.I. dated August 7, 1897, 28.8 M.I. dated April 15, 1983, and 28 M.I. dated April 15, 1984, issued by the Department of Water Resources; and also including but not limited to 10.5 shares of stock in Little Wood River Canal Company, evidenced by Certificate No. 657, 12 2/3 shares of stock in Carey Valley Irrigation Reservoir Company, Inc., evidenced by Certificate No. 33, and 293 A.F. under Little wood River Irrigation District.

TOGETHER WITH any and all tenements, hereditaments, easements, rights, privileges and appurtenances thereto belonging or used in connection therewith,

TOGETHER WITH the following described irrigation equipment:

- 3 - 1/4 mile Wade Rain wheel lines
- 10 joints 4" handline
- 87 joints 3" handline
- 1 - 75 HP motor with centrifugal pump

TO HAVE AND TO HOLD, all and singular, the said property, together with the appurtenances, unto the said Grantee, and to its successors and assigns forever. Grantors covenant with Grantee that the former is now seized in fee simple of the property granted; that the latter shall enjoy the same without any lawful disturbance; that the same is free from all encumbrances (except those set forth above); that Grantors and all persons acquiring any interest in the same through or for them will, on demand, execute and deliver to Grantee at Grantee's expense, any further assurance of the same that may be reasonably required; and that Grantors will warrant to Grantee all of the said property against every person lawfully claiming the same, except those claiming under the above exceptions.

This deed is absolute in effect and conveys fee simple title of the property above described to the Grantee and does not operate as a release or as a mortgage, trust conveyance, or security agreement of any kind.

Grantee's acceptance of this conveyance is conditioned upon there being no liens against the property, except for those set forth above.

This deed does not effect a merger of the fee ownership and the lien of the promissory note secured by that certain mortgage executed by Allen W. Pyrah and Joan E. Pyrah, husband and wife, mortgagors, to The Federal Land Bank of Spokane, a corporation, mortgagee, dated May 6, 1974, and recorded on May 13, 1974, as Instrument No. 154273, in the official records of Blaine County, Idaho, and assumed by Robert Allen Pyrah on February 11, 1981. The fee and lien shall hereafter remain separate and distinct. It is not the intent of the parties to affect the subrogation rights of any third parties.

The Grantee accepts this deed pursuant to the terms and conditions set forth in that certain "Agreement of Restructure" by and between the parties herein dated , 1989. This deed shall not operate to preclude Grantee from proceeding in any action to enforce the mortgage.

Grantors do hereby waive, surrender, convey, and relinquish any equity of redemption and statutory rights of redemption concerning the property and mortgage described above.

Grantors hereby surrender and deliver possession of the property to Grantee.

Grantors declare that this conveyance is freely and fairly made, and Grantors are not acting under any misapprehension as to the legal effect of this deed, nor under any duress, undue influence, or misrepresentation of Grantee, its agent, or attorney, or any other person.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this day of , 19 .

JEAN E. PYRAH

STATE OF IDAHO)

County of Franklin) ss.

On this 21 day of March, 1989, before me, the undersigned, a Notary Public for the State of Idaho, personally appeared ROBERT PYRAH, a/k/a ROBERT ALLEN PYRAH, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as his free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for the State of Idaho
Residing at Boise, Idaho
My commission expires 12/31/92

STATE OF IDAHO)

County of Franklin) ss.

On this 21 day of March, 1989, before me, the undersigned, a Notary Public for the State of Idaho, personally appeared JEAN E. PYRAH, a widow, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same as her free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for the State of Idaho
Residing at Boise, Idaho
My commission expires 12/31/92

EXHIBIT "A"

Township 2 South, Range 21 East, Boise Meridian, Blaine County,
Idaho

Section 21: Lot 2 and SW¼NE¼

Township 1 South, Range 21 East, Boise Meridian, Blaine County,
Idaho

Section 35: S½S½

EXCEPT a parcel of land located in the S½ of Section 35,
Township 1 South, Range 21 East, Boise Meridian, Blaine County,
Idaho, more particularly described as follows:

COMMENCING at the Southwest corner of said Section 35;

THENCE N. 0°15'38" W., along the West boundary of Section 35
for a distance of 1325.94 feet to the Northwest corner of the
SW¼SW¼ of Section 35;

THENCE N. 89°35'09" E., along the North boundary of the S½S½
of Section 35 for a distance of 2646.16 feet to the TRUE POINT OF
BEGINNING;

THENCE S. 0°32'17" E. along an existing fence for a distance
of 626.73 feet;

THENCE N. 89°35'09" E. along an existing fence for a distance
of 290.33 feet;

THENCE N. 0°56'35" W. along an existing fence for a distance
of 626.75 feet to a point on the North boundary of the S½S½ of
Section 35;

THENCE S. 89°35'09" W. along the North boundary of the S½S½
of Section 35 for a distance of 285.90 feet to the TRUE POINT OF
BEGINNING.

Legal Description

Township 2 South, Range 21 East, Boise Meridian, Blaine County, State of Idaho

Section 2: Lot 2 and SW $\frac{1}{4}$ NE $\frac{1}{4}$

Township 1 South, Range 21 East, Boise Meridian, Blaine County, State of Idaho

Section 35: S $\frac{1}{2}$ S $\frac{1}{2}$

EXCEPT a parcel of land located in the S $\frac{1}{2}$ of Section 35, Township 1 South, Range 21 East, Boise Meridian, Blaine County, Idaho, more particularly described as follows:

COMMENCING at the Southwest corner of said Section 35;

Thence North 0°15'38" West along the West boundary of Section 35 for a distance of 1325.94 feet to the Northwest corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 35;

Thence North 89°35'09" East along the North boundary of the S $\frac{1}{2}$ S $\frac{1}{2}$ of Section 35 for a distance of 2646.16 feet to the TRUE POINT OF BEGINNING;

Thence South 0°32'17" East along an existing fence for a distance of 626.73 feet;

Thence North 89°35'09" East along an existing fence for a distance of 290.33 feet;

Thence North 0°56'35" West along an existing fence for a distance of 626.75 feet to a point on the North boundary of the S $\frac{1}{2}$ S $\frac{1}{2}$ of Section 35;

Thence South 89°35'09" West along the North boundary of the S $\frac{1}{2}$ S $\frac{1}{2}$ of Section 35 for a distance of 285.90 feet to the TRUE POINT OF BEGINNING.



Farm Credit Services

1363 Fillmore Street
P.O. Box 5059
Twin Falls, Idaho 83303-5059
208/733-2577

RECEIVED

MAR 09 2000

Department of Water Resources
Southern Region

March 9, 2000

Department of Water Resources
1343 Fillmore St. Suite 200
Twin Falls, ID 83301

To Whom It May Concern:

Enclosed please find 3 Notice of Change of Water Right Ownership. As noted on Deed, land was granted to Farm Credit Bank of Spokane. All recorded documents from Farm Credit Bank of Spokane have been assigned to Northwest Farm Credit Services, FLCA over a period of several years and several name changes. If you have further questions concerning these documents, please call our office.

Sincerely,

Colleen Crozier
Financial Specialist

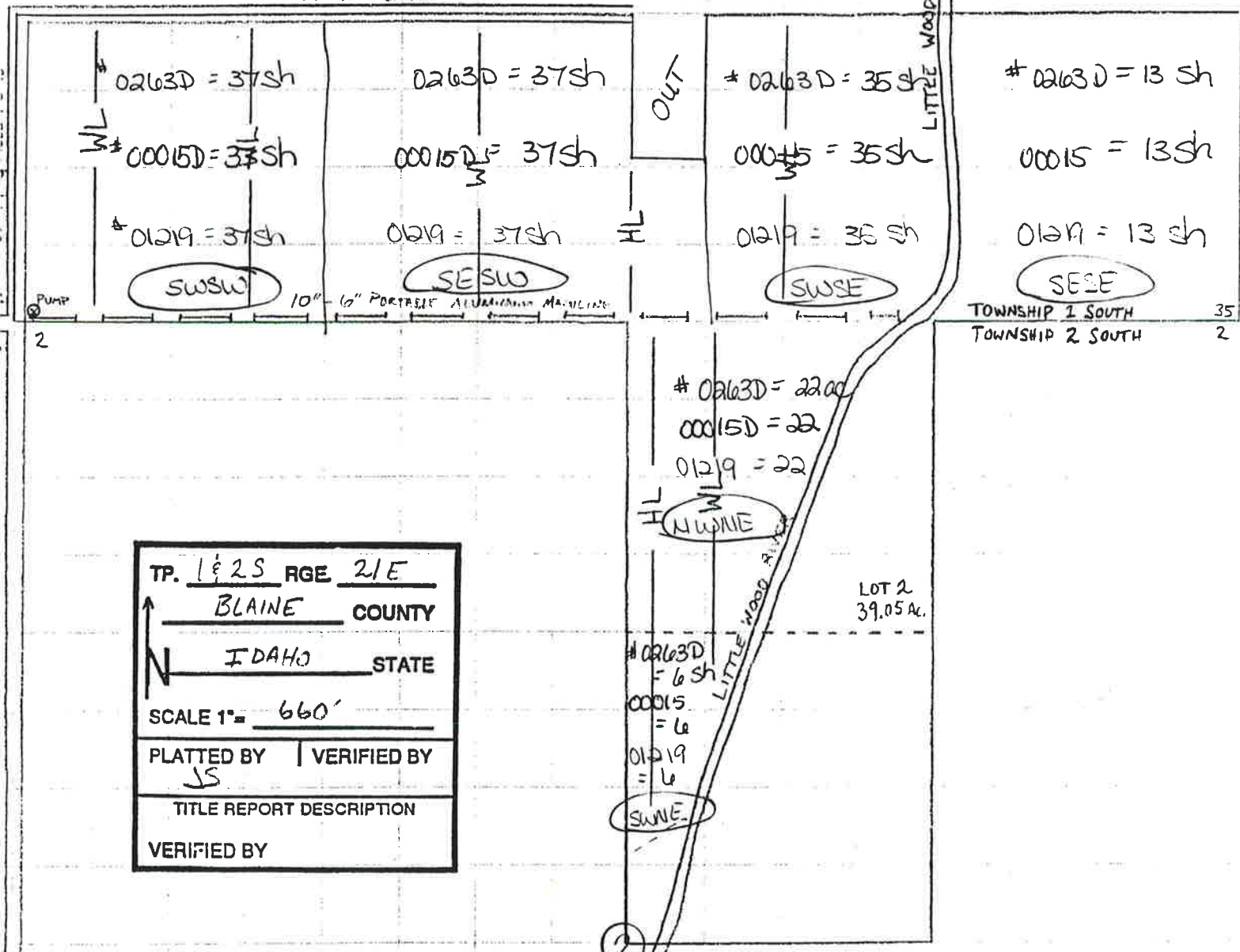
Subject Plat Map

(35)

CAREY IDAHO
2 MILES

COUNTY GRAVEL ROAD

LITTLE WOOD RIVER



TP. 1 & 2 S	RGE 2 E
BLAINE COUNTY	
IDAHO STATE	
SCALE 1" = 660'	
PLATTED BY JS	VERIFIED BY
TITLE REPORT DESCRIPTION	
VERIFIED BY	

A370263D

Sec 35 = 37 sh - SWSW
37 sh - SESW
35 sh - SWSE
13 sh - SESE
Sec 2 = 22 sh - NWNE
06 sh - SWNE

A37-00015D

Sec 35 = 37 sh SWSW
37 sh SESW
35 sh SWSE
13 sh - SESE
Sec 2 = 22 sh NWNE
06 sh SWNE

A37-01219

Sec 35 = 37 sh SWSW
37 sh SESW
35 sh SWSE
13 sh SESE
Sec 2 = 22 sh NWNE
06 sh SWNE

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: A37-01219
Date Received: 10/20/1988
Receipt No: 1001675
Received By: gpe

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ROBERT A. PYRAH
Address: BOX 42
CAREY, ID 83320
208-823-4526
2. Date of Priority: AUG 07, 1897
3. Source: LITTLE WOOD RIVER Trib. to: MALAD RIVER
4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
01N	21E	30	NW	SW	SE		BLAINE
5. Description of diverting works:
CONCRETE DAM FOR EAST CANAL.
6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	3.200		
7. Total Quantity Appropriated is:
3.200 C.F.S. (and/or) A.F.A.
8. Total consumptive use is 375.0 Acre Feet Per Annum.
9. Non-irrigation uses:
NONE.
10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01S	21E	35	SW	SW		IRR	37.0
			SE	SW		IRR	37.0
			SW	SE		IRR	35.0

A37-01219

Page 1

Date: 10/20/88

MICROFILMED

FEB 23 1993

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01S	21E	35	SE	SE		IRR	13.0
						Section Acres	122.0
02S	21E	2	NW	NE		IRR	22.0
			SW	NE		IRR	6.0
						Section Acres	28.0
						Total Acres	150.0

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:
A3700263D, A3700015.

14. Remarks:

15. Basis of Claim: DECREED
Case Number:
Court :
Decree date: 3/24/1928

WALTER PYRAH

Decree Plaintiff

vs

O. A. M. OLSEN

Decree Defendant

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 Individuals:

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

Signature of Claimant(s): Robert Ryzak Date: 10-20-88

Date: _____

State of Idaho)
County of Blaine) SS.

Subscribed and sworn (or affirmed) before me this 20 day

of Oct 19 88

John Dale Carlson
Notary Public

Seal

Residing at Boise ID

My Commission Expires 6/2/94

Water Right Number - 37-01219 Adj. Flag Translation: Standard Water Right Number Old (D) Number -

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

*** C - CURRENT OWNER ***
PYRAH WALTER 1 -
2 -
3 -
City- State- Zip-
Phone -

+ - - Priority Date - - + + - - Region - - - + + - - Stage - - - + + - - Status - - - +
08/07/1897 17 D - DECREED

+ - - - - Source - - - - - + + - - - - Tributary - - - - - +
LITTLE WOOD RIVER MALAD RIVER

+ - - - - Point of Diversion - - - - - +
Twn Rng Sec Tract Lot RFlg County Stream Index (Blank if no Index Code)

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

01 - IRRIGATION 3.200

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Div. Capacity - + + - Total Consumptive Use - + + - KW Usage - +
3.200

+ - - - - Place of Use - - - - - +
Twn Rng Sec Tract Lot Acres Code Description County

01S	21E	35	SW SE			01	IRRIGATION	13	BLAINE
01S	21E	35	SE SE			01	IRRIGATION	13	BLAINE
02S	21E	2	NW NE			01	IRRIGATION	13	BLAINE
02S	21E	2	SW NE			01	IRRIGATION	13	BLAINE

Total Acres:

+ - - Diversion Means -

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use -

+ - - - - Remarks - - - - - +
P. U. IS INCORRECT ACCORDING TO WATERMASTER RECORDS; SHOULD BE
SW/NE INSTEAD OF SWSE SEC. 2 AS SHOWN IN DECREE.

+ - - - - Conditions of Approval - - - - - +
No Conditions of Approval found.

+ - - Decree Plaintiff - - - + + - - Decree Defendant - - - + + - Decree Date - +
WALTER PYRAH O. A. M. OLSEN 03/24/1928

MICROFILMED
FEB 23 1993

Water right number - 37-01219 Adj. flag translation: Standard Water Right Number

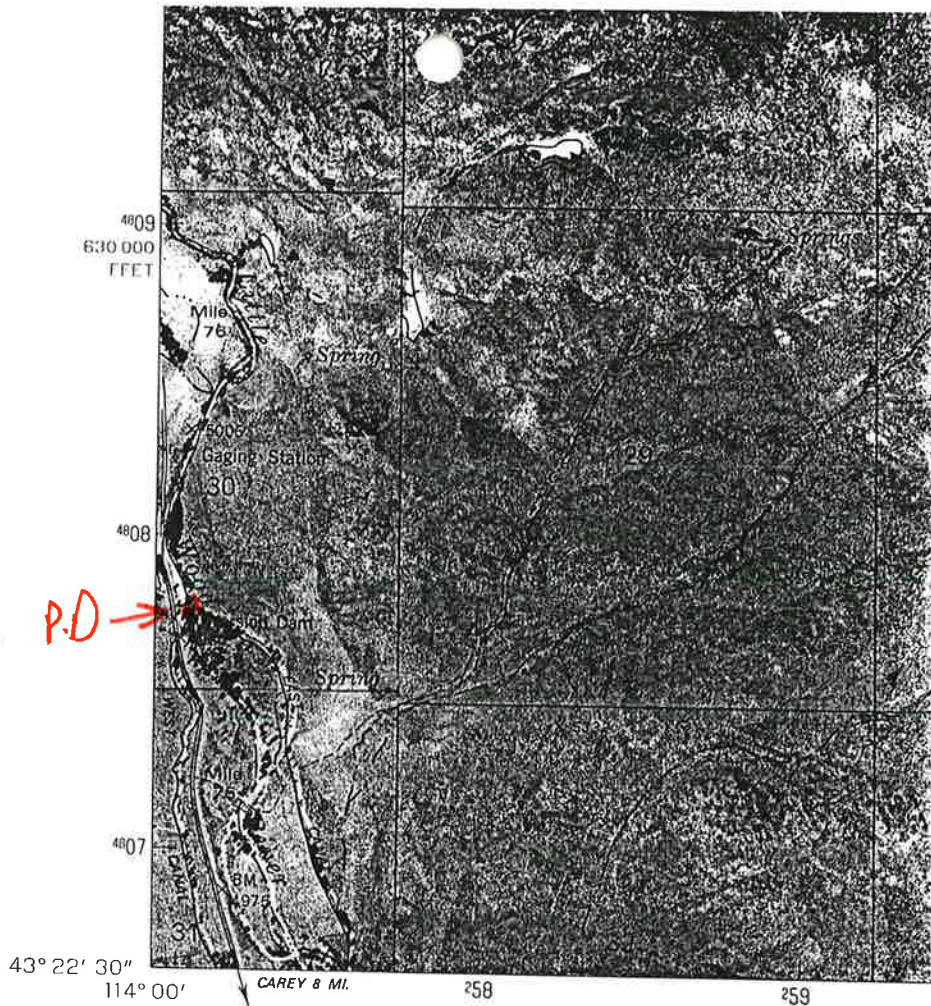
+ - - Microfilm Rolls -

+ - - Audit Fields - 03/07/86 05/28/88 CONVERT

+ - - - - - Water Rights Dates and Flags Area - - - - - +

Proof Due Date	- 00/00/0000	Field Exam Made	- 00/00/0000	Field Exam Fee	-
Approved/Denied	- 00/00/0000	Protested Date	- 00/00/0000	Swan Falls	-
Proof Made Date	- 00/00/0000	Hearing Date	- 00/00/0000	Temporary Right	- P
Start Work Date	- 00/00/0000	Verified Date	- 03/07/1986	DLE/Carey Act	-
Order Show Cause	- 00/00/0000	Receipt Number	-	Water District	- 37N
Licensed Date	- 00/00/0000	Appl Received	- 00/00/0000	Transfer/Amended	-
Decree Date	- 03/24/1928				

MICROFILMED
FEB 23 1993



Produced by the Geological Survey
in cooperation with the Soil Conservation Service

Orthophotograph prepared from 1:80,000-scale
aerial photographs taken July 24, 1974

Projection and 10,000-foot grid ticks
Idaho coordinate system, central zone
(transverse Mercator)
1000-meter Universal Transverse Mercator grid ticks,
zone 12. 1927 North American datum

Photoimagery rectified by optical scanning
Where double or mismatched image occurs use the
mean of image position for map point

This map has been prepared by the Idaho Department of Water Resources pursuant to Idaho Code §42-1410 to assist claimants in filing notices of claims and objections in the Snake River Basin Adjudication. No warranty, either express or implied, is made and no legal responsibility is assumed by IDWR, its employees, its agents, contractors, and reproduction firms particularly - Bonneville Blueprint Supply Co. Inc. or its employees for the accuracy, completeness, or usefulness of any information set forth on this map.

MICROFILMED

FEB 23 1993



11/04/2006

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

RIGHT NUMBER: 37-1219

NAME AND ADDRESS: C E MOLYNEUX
080 LAIDLAW PK RD
CAREY ID 83320

WILLIAM MOLYNEUX
C/O C E MOLYNEUX
080 LAIDLAW PK RD
CAREY ID 83320

KRISTY MOLYNEUX
C/O C E MOLYNEUX
080 LAIDLAW PK RD
CAREY ID 83320

JOHN I MOLYNEUX
C/O C E MOLYNEUX
080 LAIDLAW PK RD
CAREY ID 83320

SOURCE: LITTLE WOOD RIVER

TRIBUTARY: MALAD RIVER

QUANTITY: 3.200 CFS

PRIORITY DATE: 08/07/1897

POINT OF DIVERSION:

T01N R21E S30 NWSWSE Within BLAINE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/15 10/31	3.200 CFS

PLACE OF USE:

IRRIGATION in BLAINE County

T01S R21E S35	SWSW	37.00	T01S R21E S35	SESW	37.00
T01S R21E S35	SWSE	35.00	T01S R21E S35	SESE	13.00
T02S R21E S02	NWNE	22.00	T02S R21E S02	SWNE	6.00

150 ACRES TOTAL

Right Nos. 37-15D, 37-263D and 37-1219 are limited to the irrigation of a combined total of 150 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

Water is delivered through East Canal.



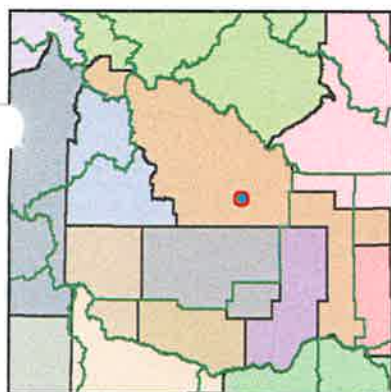
Idaho Department of Water Resources

SRBA Recommendation:

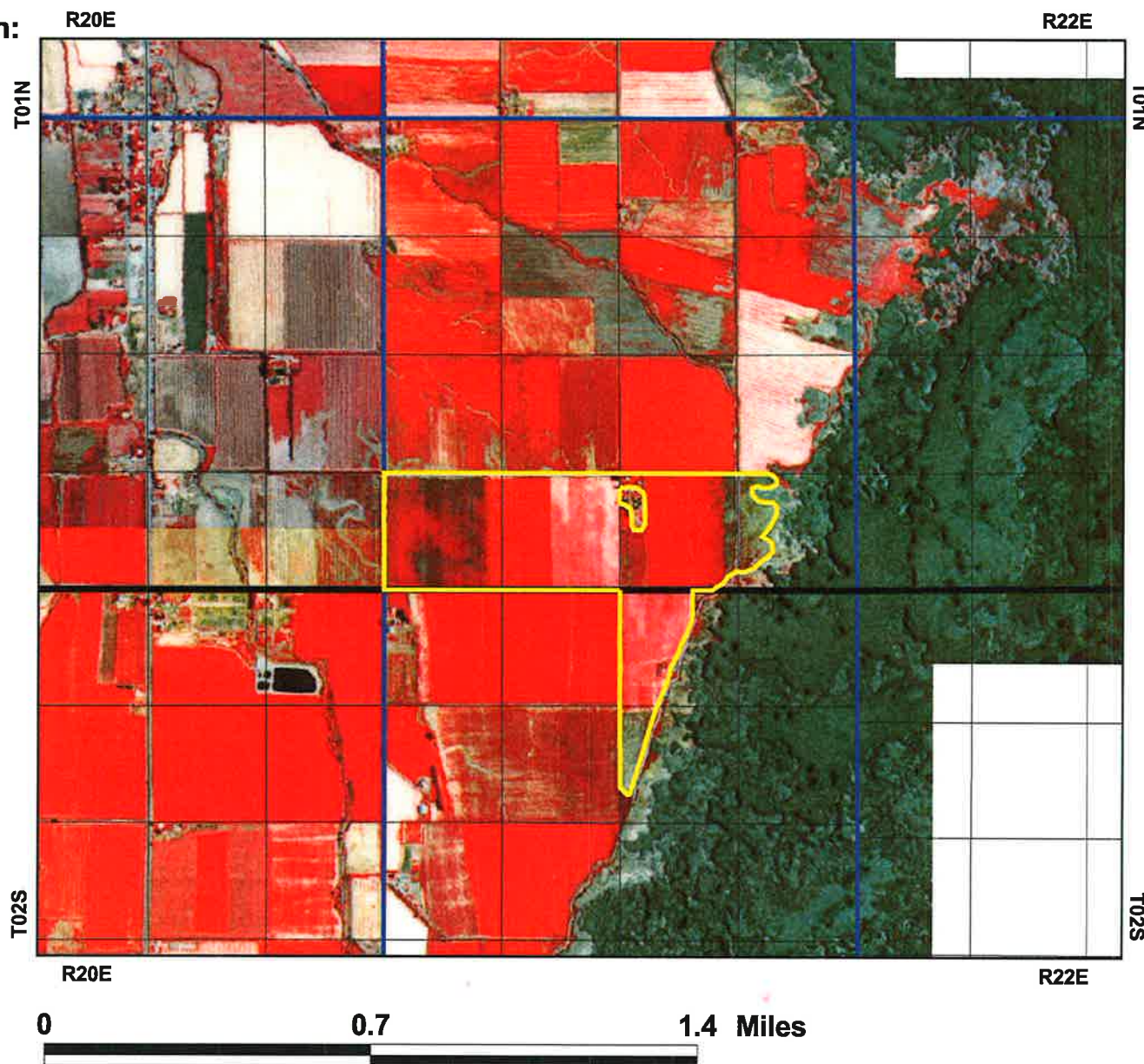
37-15D
37-263D
37-1219

Legend

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



Blaine County
IDWR Basin 37



Prepared by S. Clelland
On Saturday, November 4, 2006
1987/88 Aerial Photography

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 37-1219

WATER RIGHT NUMBER: 37-1219

<u>Owner Type</u>	<u>Name and Address</u>
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Current Owner WALTER PYRAH

ZZ

Priority Date: 08/07/1897

Basis: Decreed

Status: Active

Source

Tributary

LITTLE WOOD RIVER

MALAD RIVER

Beneficial Use

From To

Diversion Rate

Annual Volume

IRRIGATION

/ to /

3.200 CFS

Total Diversion: 3.200 CFS

Location of Point(s) of Diversion

LITTLE WOOD RIVER

Place of Use

IRRIGATION

[illegible]

Conditions of Approval:

1. P. U. IS INCORRECT ACCORDING TO WATERMASTER RECORDS; SHOULD BE SW/NE INSTEAD OF SWSE SEC. 2 AS SHOWN IN DECREE.

Remarks:

Comments:

C.E. and Ingeborg Molyneux
080 Laidlaw Park Road
Carey, Idaho 83320

RECEIVED

JUL 30 2001

Department of Water Resources
Southern Region

July 7, 2001

Trish Fawcett
Technical Records Specialist
State of Idaho
Department of Water Resources
1341 Fillmore Street, Suite 200
Twin Falls, Idaho 83301-3380

Dear Trish:

Enclosed please find a form for a Notice of Water Right Change in Ownership, an aerial photograph from the FSA Office, exhibits marked 1-6, as well as a Title Insurance policy. I'm afraid this is another one of those complicated ones that will only make you dread to hear the name "Molyneux" again. I have tried to document it here to make it as clear as possible.

Your records show the ownership of this water right under the name of Northwest Farm Credit Services, FLCA, and it involves water rights A37-00263D, A37-00015D, and A37-01219.

In the year 1989, as shown by exhibit marked #1, Farm Credit entered into a Real Estate Contract with John, Kristy, Clyde, C.E., and Ingeborg Molyneux. The Molyneuxs would not receive title to the property until it was paid in full. Clyde Molyneux is listed on this Contract as a single man. He was married to a woman named Gail, however, who became a player because of her community property interest.

While they were married, the Molyneuxs decided to form Molyneux Brother's Partnership in 1991. In order for this to happen, all the current owners, Gail included, signed a Quitclaim deed (marked exhibit #2), granting their individual interest to the Partnership. At this time, another Molyneux brother, William, never previously mentioned on the property, became a one-quarter owner of the Molyneux Brother's Partnership according to Blaine County records. Farm Credit, however, only would acknowledge the original "purchasers" on their contract.

Clyde and Gail were then divorced, and, to erase any confusion in the matter, Gail deeded her community interest in the property to Clyde in 1993. This was documented by Farm Credit in an amendment to the real estate contract (marked exhibit #3). This Amendment was not dated and executed by Farm Credit until Nov. 1, 1999.

In March of 1999, with a Special Warranty Deed, Farm Credit deeded the property to John, Kristy, Clyde, Gail, C.E., and Ingeborg Molyneux (marked exhibit #4). I believe Farm Credit did not execute the Amendment to the Real Estate Contract (exhibit #3) until November, because they did not know Clyde had divorced.

In the meanwhile, Clyde had not only divorced Gail, but had remarried a woman named Teresa, and, Molyneux Brothers Partnership had decided to dissolve. This was accomplished with yet another quitclaim deed (marked exhibit #5), which transferred the interests in the property now from Molyneux Brother's Partnership to William, Clyde, Teresa, John, Kristy, C.E., and Ingeborg.

Now that Farm Credit, with the Special Warranty Deed (exhibit #4), and with the Amendment to Real Estate Contract (exhibit #3) had washed their hands of the property, and Molyneux Brother's Partnership no longer existed, the property now belonged to William, a single man, Clyde and now Teresa, husband and wife, John and Kristy, husband and wife, and C.E. and Ingeborg, husband and wife. Things were getting more simple.

On February 20, 2001, Clyde and Teresa sold their interest in the property to William, an unmarried man, John and Kristy, husband and wife, and C.E. and Ingeborg, husband and wife. This was accomplished with the Warranty Deed marked exhibit #6. I have also included the Policy of Title Insurance to show you that the Title Company (also very confused for awhile) is now confident that the property is in the correct ownership and are willing to back that with an insurance policy.

I know this is extremely confusing, and I apologize. I was unable to apply for this transfer of ownership until Farm Credit released ownership, Molyneux Brother's Partnership released ownership, and Clyde and his many wives released ownership. I hope you can sort through it all. I do have some other documents to back up more of these transactions, but I will keep them unless you request them, because they may tend to further complicate the issue. Believe it or not, I have actually tried to keep this as simple as possible. Please don't hesitate to call me if you need to at 823-4573.

Thank you for your help in this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Ingeborg'.

Ingeborg Molyneux