

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 37-1236B
Date Received: 10/5/1988
Receipt No: M001498
Received By:

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

1. Name of Claimant(s)

LYNN J FARNWORTH

Phone: (208)310-1010

1180 TEARE RD
MOSCOW ID USA 83843

2. Date of Priority: 04/27/1894

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:

VIA WEST CANAL AND HEADGATES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/01	11/01	1.6	

7. Total Quantity Appropriated is:
1.6 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
02S	21E	3	NE SE	IRRIGATION	33.7
			NW SE	IRRIGATION	36.9

oil
SCANNED
DEC 06 2021

Section Acres 70.6
Total Acres 70.6

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:

15. Basis of Claim: Decreed



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov

RECEIVED

NOV 16 2005

Department of Water Resources

May 16, 2005

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

LYNN J FARNWORTH
1180 TEARE RD
MOSCOW ID 83843

RE: CHANGE OF OWNERSHIP OF SRBA CLAIM NO. 37-1236B

DEAR MR. FARNWORTH,

ENCLOSED PLEASE FIND THE FORM 42-1409(6) USED TO CHANGE THE OWNERSHIP OF AN SRBA CLAIM TO A WATER RIGHT WITHIN THE SRBA AS YOU REQUESTED.

PLEASE COMPLETE THE FORM AND SIGN AS INDICATED AND RETURN TO OUR OFFICE WITH A COPY OF PROOF OF OWNERSHIP, SUCH AS A WARRANTY DEED.

IF YOU HAVE ANY QUESTIONS PLEASE CALL OUR OFFICE.

SINCERELY,

STEVE CLELLAND
Water Resource Agent

ENC:

SCANNED

NOV 16 2005

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

RECEIVED
 NOV 16 2005
 Department of Water Resources

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
37-1236B					

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)

Wilbur G. Farnworth - Alice Irene Farnworth
PO Box 2 Carey, ID 83320

4. New Owner/Claimant(s)

Lynn J Farnworth
 Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

1180 Teave Rd.

City, State and ZIP Code

Moscow, ID 83843

New Telephone Number

(208) 310-1010

5. Date you acquired the property

by Contract 27 Feb 1989

SCANNED

NOV 16 2005

FARM 474 TRACT 227

Fld 5
61.5

Fld 6
12.5

FARM 474 TRACT 227
OP - CENARRUSA FARMS INC
OW - LYNN FARNWORTH

74.1 acs farmed

SCANNED

NOV 16 2005



Map Printed: Oct 28, 2004

NOTICE OF REAL ESTATE CONTRACT

1
NOTICE IS HEREBY GIVEN that on the 27 day of Feb, 1989, WILBUR G. FARNWORTH and ALICE IRENE FARNWORTH, husband and wife, as SELLERS, and LYNN J. FARNWORTH as BUYER, executed an unrecorded contract of sale with regards to that certain real property situated in Blaine County, State of Idaho, to-wit:

Tax Lot No. 1474, Northwest Quarter, Southeast Quarter of Section 3, and Northeast Quarter, Southeast Quarter of Section 3, all in Township 2 South, Range 21 East, Boise Meridian

TOGETHER WITH ALL AND SINGULAR, the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, including all water rights, including but not limited to Wood River Irrigation District, Fish Creek Irrigation District, and all decreed water rights as the same now exist or are in the process of litigation under the Snake River Adjudication Action now filed with regards to the above-referenced real property.

Under the terms of said contract, title to the property remains in SELLERS until the entire purchase price and any rightful additions thereto are paid in full. The right of BUYER to sell or convey said property or to assign, transfer, encumber, or convey said contract or any interest of SELLERS in said property or said contract is restricted under the terms of said contract. BUYER has no right or authority to create or permit the imposition of any lien or encumbrance upon said property. This contract of sale is held in escrow at the law office of Lynn J. Farnworth, P. O. Box 9291, Moscow, ID 83843.

DATED this 27 day of Feb, 1989.

Wilbur G. Farnworth
by P.O.A.
Alice Irene Farnworth

Wilbur G. Farnworth, Seller, Lynn J. Farnworth, Buyer
by power of attorney in
Alice Irene Farnworth

Alice Irene Farnworth
Alice Irene Farnworth, Seller

NOTICE OF REAL ESTATE CONTRACT--1

LYNN J. Farnworth
Box 9291
Moscow, ID

BLAINE CO. REQUEST
OF: Lynn J. Farnworth
Agreement
89 FEB 27 PM 2 31
MARY GREEN, CLERK
FEES \$ 6.00

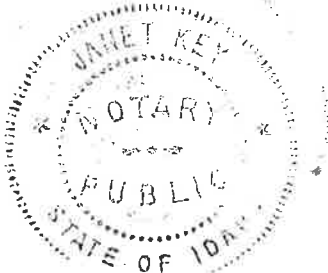
303261

SCANNED

NOV 16 2005

STATE OF IDAHO)
)
COUNTY OF Blaine)

On this 27 day of February, 1988, before me personally appeared Alice Irene Farnworth, personally and through power of attorney for Wilbur G. Farnworth, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same personally and through power of attorney for Wilbur G. Farnworth.



Janet Key
NOTARY PUBLIC in and for the
State of Idaho, residing at
Hailey therein.

STATE OF IDAHO)
)
COUNTY OF Blaine)

On this 27 day of February, 1988, before me personally appeared Lynn J. Farnworth, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.



Janet Key
NOTARY PUBLIC in and for the
State of Idaho, residing at
Hailey therein.

NOTICE OF REAL ESTATE CONTRACT--2

SCANNED

NOV 16 2005

CONTRACT OF SALE

THIS CONTRACT IS MADE and entered into on this 27
day of Feb, 1987, by and between WILBUR G.
FARNWORTH and ALICE IRENE FARNWORTH, husband and wife, Box
2, Carey, ID 83320, hereinafter referred to a SELLERS, and
LYNN J. FARNWORTH, P. O. Box 9291, Moscow, ID 83843, dealing
with his sole and separate property, hereinafter referred to
as BUYER;

W I T N E S S E T H :

1. SALE OF PROPERTY. The SELLERS agree to sell and
convey to the BUYER, and the BUYER agrees to buy from the
SELLERS, upon the terms and conditions hereinafter
contained, the following described property situated in
Blaine County, State of Idaho, to-wit:

Tax Lot No. 1474, Northwest Quarter, Southeast
Quarter of Section 3, and Northeast Quarter,
Southeast Quarter of Section 3, all in Township
2 South, Range 21 East, Boise Meridian

TOGETHER WITH ALL AND SINGULAR, the tenements, heredita-
ments, and appurtenances thereto belonging or in anywise
appertaining, including all water rights, including but not
limited to Wood River Irrigation District, Fish Creek Irriga-
tion District, and all decreed water rights as the same now
exist or are in the process of litigation under the Snake

River Adjudication Action now filed with regards to the above-referenced real property.

2. PURCHASE PRICE. The purchase price shall be NINETY THOUSAND DOLLARS (\$90,000), which BUYER covenants and agrees to pay to the SELLERS as follows:

A. The sum of NINETY THOUSAND DOLLARS (\$90,000) together with interest on the deferred balances thereof remaining from time to time unpaid at the rate of SEVEN PERCENT (7%) per annum from the date of the execution of this agreement until fully paid, shall be paid in either monthly installments, annual payments, or otherwise over the next TWENTY (20) years. In the event said installments are paid monthly, monthly installments shall be in the sum of SIX HUNDRED NINETY-SEVEN DOLLARS AND SEVENTY-SIX CENTS (\$697.76), which amount includes interest, due and payable on the 15th day of each and every month. In the event said payments are made annually, then the annual payments will be in the sum of not less than EIGHT THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS (\$8,375) to be paid on or before the 20th day of December of each and every year. The BUYER has the option to make said payments either annually or monthly or otherwise so as to insure that at least the sum of EIGHT THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS (\$8,375) is paid during the twelve calendar months subsequent to the

execution of this agreement and each and every twelve calendar months thereafter, all at the option of BUYER.

B. SELLERS do hereby specifically grant to BUYER the right to pay interest only during the first three years of said contract, hence interest in annual payments in the sum of SIX THOUSAND THREE HUNDRED DOLLARS (\$6,300) due on or before the 20th day of December of each of the three years for the years 1989, 1990, and 1991.

C. The BUYER shall have the right to prepay the entire purchase price or any part thereof at any time without penalty. Any prepayment made shall first be applied to accrued interest, balance to principal, and any prepayment shall abate or excuse payment of any monthly, annual, or other installment required hereunder, should BUYER so indicate at the time of said prepayment. In the event any prepayment is anticipated or labeled so as to abate or excuse monthly or annual installments, BUYER shall indicate the monthly or annual installments which shall be abated at the time of the prepayment.

3. ALLOCATION OF PURCHASE PRICE. It is agreed by and between the parties hereto that the total purchase price of NINETY THOUSAND DOLLARS (\$90,000) is negotiated with full understanding of the right of SELLERS to reside in the residence as described hereinbelow. It is further agreed

between the parties that the homestead, barns, garages, and other out buildings, including but not less than five (5) acres thereto, shall be valued at the sum of FORTY THOUSAND DOLLARS (\$40,000) and that the balance of the approximate seventy-five (75) acres of farmland shall be valued at FIFTY THOUSAND DOLLARS (\$50,000).

It is further agreed by and between the parties hereto that insofar as there is an allocation of purchase price as described herein, all payments paid by the BUYER to SELLERS shall apply first to the FORTY THOUSAND DOLLARS (\$40,000) home and farmstead valuation and lastly to the FIFTY THOUSAND DOLLARS (\$50,000) for the remaining approximately seventy-five (75) acres of land.

4. METHOD OF CONVEYANCE. The SELLERS shall forthwith execute, acknowledge, and deliver to the escrow holder, hereinafter named, good and sufficient warranty deeds, with the BUYER named therein as Grantee, conveying the above-described property to the BUYER free and clear of liens and encumbrances except those described herein and existing utility easements and rights of way, with the exact legal description to be supplied by the escrow holder hereinafter. It is specifically agreed that the legal description of said two warranty deeds shall be furnished by BUYER to escrow agent at some later date to allow BUYER to receive the

farmstead free and clear once this contract has been reduced to the principal balance of FIFTY THOUSAND DOLLARS (\$50,000) or less. BUYER and SELLERS acknowledge that they are not aware of all zoning laws and other regulations with regards to the County of Blaine, State of Idaho, as the same now exist or as the same may exist either at prepayment or at the time the balance of this contract is reduced to FIFTY THOUSAND DOLLARS (\$50,000). Therefore, the parties do expressly agree that BUYER can supply to escrow holder herein a legal description for the farmstead and so much of the real property as is necessary to allow the farmstead, house, and out buildings to be a viable unit under zoning laws and separate from the remainder of the farmland. The SELLERS expressly indicate that the sale of this property is as a whole unit and that the two separate deeds contemplated herein are for the convenience of the BUYER solely.

The escrow agent is instructed to accept the legal descriptions supplied by BUYER herein and to enter the legal description on the two warranty deeds which shall be executed and presented to the escrow holder herein and to release the warranty deed describing the farmstead and that portion of real property required to allow the farmstead to be sold independent of the farmland, with the remaining farmland to be the legal description on the second deed.

5. POSSESSION. The BUYER shall be entitled to possession of the above-described premises from the date of the execution of this agreement and retain possession thereof so long as he shall observe, comply with, and perform all terms and conditions of this contract, subject to the residency paragraph described hereinbelow.

6. FARMSTEAD POSSESSION. BUYER acknowledges that the SELLERS have resided on the real property described herein for approximately the last thirty (30) years and that it is the desire of the SELLERS to continue residing in the residence located on said real property and to continue occupying the out buildings on the above-described real property. In consideration for the purchase of this property, the SELLERS do retain the right to continue occupancy and possession of the residence and out buildings located on the above-described real property so long as SELLERS desire upon the sole condition that SELLERS reside, either individually or jointly, in the residence. SELLERS shall not have the right to rent the residence or any out buildings or to allow other persons to reside under any form of agreement upon the above-described real property without permission of BUYER. So long a SELLERS occupy and maintain possession of the residence and out buildings upon the above-described real property, it shall be the obligation of

SELLERS to maintain said improvements in their current existing conditions, reasonable wear and tear excepted. Said right of SELLERS to retain possession of the residence and farmstead as described herein shall terminate upon the death of both SELLERS or upon the vacating of the property for a period of ninety (90) days or more by both SELLERS, whichever shall occur first.

7. CONDITION OF PREMISES. The BUYER acknowledges and agrees that he has had adequate opportunity to inspect and has inspected the above-described premises and shall accept the same in their present physical condition, as is, in reliance upon his own inspection of the premises and not in reliance upon any statement or representation of the SELLERS or their agents.

8. REAL ESTATE TAXES AND ASSESSMENTS. Any and all real estate taxes and assessments on the premises for the preceding year and before shall be forthwith paid by SELLERS. Real estate taxes on the premises for the year in which this contract shall be executed shall be prorated between SELLERS and BUYER as of the date of the execution of this agreement.

9. TITLE INSURANCE. The BUYER shall, if he so desires, at this own expense, provide himself with a standard form of purchaser's policy of title insurance insuring that the

SELLERS have a fee simple title in the above-described real property. No expense in obtaining any title insurance shall be paid by the SELLERS.

10. FIRE INSURANCE. The BUYER shall, from the date of the execution of this agreement until the purchase price and interest hereunder are paid in full, at BUYER's expense, keep and maintain the dwelling house on the above-described premises insured against loss by fire, with extended coverage, in the amount of the full insurable value thereof. BUYER herein agrees to name SELLERS as insured on said insurance policy. The proceeds of such insurance shall be used and expended first to the extent necessary to restore the damage caused by the casualty insured against and the balance of such proceeds in excess of those used to restore the damage shall be paid to the SELLERS and applied on the purchase price and interest of this contract.

11. ESCROW HOLDER. The parties to hereby designate and appoint Lynn J. Farnworth, P. O. Box 9291, Moscow, ID 83843, as escrow holder hereunder. All escrow charges, including initial charges, shall be equally divided between BUYER and SELLERS.

12. ESCROW INSTRUCTIONS. SELLERS shall deposit with escrow holder the two warranty deeds described herein and the original of this contract. All payments under this

contract shall be made to the escrow holder. The escrow holder is instructed to and shall transfer said payments to the SELLERS herein. When the purchase price and interest accruing hereunder are paid in full, the escrow holder is instructed to and shall deliver the warranty deeds and all other papers held in escrow to the BUYER without the necessity of prior notice to the SELLERS.

SELLERS do further instruct the escrow holder herein to insert the legal description in said two warranty deeds as the legal description is provided by BUYER, insuring, however, that not less than SIXTY (60) acres of land shall be in at least one of said warranty deeds and that the total description therein shall not exceed the legal description hereinabove on the first page of this contract of sale under Paragraph 1.

The BUYER instructs escrow holder that if the SELLERS shall declare this contract null and void in a manner described herein and shall properly declare a forfeiture, should any default not be cured as described herein, the escrow holder shall return the warranty deeds and all other escrow papers to the SELLERS without the necessity of prior notice to the BUYER.

The SELLERS instruct the escrow agent that at such time as the principal balance of said contract is reduced to the

sum of FIFTY THOUSAND DOLLARS (\$50,000), the escrow holder shall deliver the warranty deed conveying the farmstead and such additional real property as is required under existing zoning laws to the BUYER for recording without the necessity of any prior notice to the SELLERS.

13. SALE OF CONTRACT. It is expressly agreed by and between the parties hereto that should the SELLERS herein desire at any time in the future to sell the SELLERS' interest in this contract of sale, they shall first offer the same to BUYER under the same terms and conditions of any bona fide offer received by SELLERS from any third person who is shown to have current ability to purchase the same under said expressed terms. BUYER shall have sixty (60) days after the written notification of the terms of said bona fide offer received from a third party to exercise this right of first refusal for the purchase of SELLERS' interest in said contract or any portion thereof. SELLERS specifically acknowledge as part of the terms and conditions of this purchase that neither voluntarily or involuntarily shall SELLERS sell any portion of said contract without first granting BUYER said right of first refusal as described herein.

14. SUBSTITUTE OF SECURITY. The parties do hereby specifically acknowledge that BUYER may substitute security

for the real property described herein all at BUYER'S option. Any said substituted security shall be real property and improvements which shall have either county assessed valuation or written appraisal of not less than the principal balance of the contract at the date of substitution. The parties do hereby instruct the escrow holder that should a substitution of security be desired by BUYER, upon receipt of the necessary substitution documents into escrow with proof of assessed valuation or appraisal attached thereto, to release the warranty deeds for the above-described real property and substituted security shall be deemed the real property for purchases of this contract of real property and all other remedies, benefits, and responsibilities of the parties hereto shall apply with regards to said substituted real property in the same manner as with regards to the real property described herein except with regards to the division of said substituted real property into two parcels. BUYER does specifically warrant, however, that irrespective of any substitution of security or real property as described herein, no action by BUYER shall be taken to prevent the SELLERS from occupying the residence and out buildings as described hereinabove.

15 . EXISTING LEASE. The parties do hereby acknowledge that the farm property described hereinabove is

currently under an existing farm lease with Robb Peck and his wife, Kathy Peck, Carey, Idaho. SELLERS do hereby assign all of their interest, rights, and obligations with regards to said farm lease to BUYER herein; and BUYER hereby agrees to perform all duties, obligations, and responsibilities required by SELLERS therein. All payments received in accordance with said farm lease for the farm year 1989 shall become property of BUYER and shall be paid to BUYER by lessee therein, or in the event any payment shall have previously been made to SELLERS herein, shall be credited for the annual installments required during the year 1989 under this contract.

16. ATTORNEY'S FEES. In the event legal action is instituted by the SELLERS or BUYER to enforce this agreement or any part thereof, or to recover damages for any breach thereof, the prevailing parties in such action shall be entitled to recover from the losing parties in such action, the reasonable attorney's fees of the prevailing parties, to be fixed by the Court, in addition to the prevailing parties' costs and disbursements in such action.

17. DEFAULT PROCEDURES. It is stipulated and agreed by and between the parties hereto that time is of the essence of this contract, and of each and every part thereof, and in case the BUYER shall fail to make any

of the payments required of the BUYER hereunder, or fail to keep any agreement herein contained, the SELLERS shall have the right, at the SELLERS' option, to declare this contract null and void, and all rights and interests created and then existing in favor of the BUYER as against the SELLERS under this contract shall, at the SELLERS' option, utterly cease and terminate, and the right to possession of the real property covered by this contract and all rights acquired by the BUYER hereunder, shall revert to and revest in the SELLERS without any right of the BUYER to return compensation or reclamation of, or for any monies paid by the BUYER on account of this contract, or for any improvements made by the BUYER on said real property. In case this contract is declared null and void as aforesaid, all payments theretofore made under this contract shall, at the option of the SELLERS, be retained by and belong to the SELLERS as the agreed and reasonable rental for the property to the time of default and as liquidated damages for the breach of this contract. In case the SELLERS should declare this contract null and void as aforesaid, the SELLERS shall have the right immediately or at any time thereafter to enter upon the property covered by this contract, with or without process of law, and to take immediate possession of the property

covered by this contract, together with all improvements thereon.

It is expressly provided, however, that before this contract shall be declared null and void as aforesaid, the SELLERS shall first cause a thirty (30)-day written notice of default to be given to the BUYER by personal service or by United States mail, registered or certified, postage prepaid, addressed to the BUYER at the address hereinabove set forth, or at the BUYER'S then current address. The SELLERS shall set forth in written notice with reasonable specificity the nature of the default or defaults of the BUYER. If the BUYER shall remedy the default or defaults within thirty (30) days after the service of the notice upon the BUYER, the SELLERS shall not have the right to declare this contract null and void on account of the default or defaults; otherwise, the SELLERS shall have the right, at the SELLERS' option, after the expiration of the thirty (30)-day period, to declare this contract null and void without the necessity of any further notice to the BUYER. The notice of default shall be deemed to have been given to and served upon the BUYER at the time a copy of the same is either personally served on the BUYER or deposited in the United States mail, registered or certified, postage pre-

paid, addressed to the BUYER at the address herein set forth, or the then current address.

The BUYER shall have the right by notice in writing to the SELLERS and by delivery of a copy of that notice to the escrow holder to change the address to which notice of default is to be given to the BUYER under the terms of this paragraph.

In addition to SELLERS' option to declare this contract null and void as described hereinabove, SELLERS shall have the option to effect such rights and remedies as allowed under law and equity including without limitation the following:

- A. Declare all obligations of BUYER under the terms of this contract immediately due and payable in full.
- B. Bring an action for specific performance of this contract against BUYER to enforce all provisions of this contract.
- C. Affirm this contract and bring an action for breach of contract against BUYER for the collection of all obligations of BUYER under the terms of this contract and all other damages suffered by SELLERS as a result of the default and breach by BUYER.
- D. Bring an action for judicial foreclosure of this contract in the same manner and under the same procedures as provided under Idaho law for foreclosure of mortgages including a right to deficiency judgment.

The remedies provided in this contract are cumulative and the exercise of any remedy by SELLERS shall not be

exclusive of the right to exercise any other remedy allowed SELLERS under the terms of this contract or by law or by equity.

18. COST OF NOTICE OF DEFAULT. The BUYER shall pay the SELLERS the reasonable cost of serving each notice of default rightfully given by the SELLERS to the BUYER under Paragraph 17 above. Said costs shall include reasonable attorney's fees not to exceed FIFTY DOLLARS (\$50) for the preparation of each notice of default. Said attorney's fees shall be paid by the BUYER to the SELLERS through the escrow holder within thirty (30) days after the service of each notice of default, and if not so paid shall constitute a default under the terms of this contract.

19. SEVERANCE AND VALIDITY. In the event any provision of this contract or any part thereof shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions hereunder or parts thereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby, it being agreed that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void, or unenforceable provision or part thereof.

20. PERSONAL PROPERTY. It is expressly agreed by and between the parties hereto that included in said contract of sale without additional cost shall be that certain existing sprinkler pipe listed as 22 pieces 5 inches by 50 feet, 32 pieces 3 inches by 40 feet, and all other fittings, all as the same are now furnished to lessee of that certain lease described hereinabove.

21. WAIVER. The waiver by SELLERS or BUYER of any breach of any covenant or promise of this contract shall not be construed to be a waiver of a subsequent breach of the same covenant or promise or waiver of the breach of any other covenant or promise contained in this contract.

22. HEIRS AND ASSIGNS. This contract shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, and assigns of the parties hereto, provided that the BUYER shall not assign, encumber, or transfer this agreement or any rights thereunder except as provided herein without the prior written consent of SELLERS. SELLERS agree to not unreasonably withhold said consent. It is further agreed that BUYER shall have the right to lease the real property described hereinabove without the prior consent of SELLERS. It is expressly understood this contract shall be interpreted according to the laws of the state of Idaho, venue Blaine County.

IN WITNESS WHEREOF, the parties hereunto have set their hands on the date first above written.

Wilbur G. Farnworth
by P.O.A.

Alice Irene Farnworth

Wilbur G. Farnworth, Seller, *Lynn J. Farnworth*
by power of attorney in Lynn J. Farnworth, Buyer
Alice Irene Farnworth

Alice Irene Farnworth

Alice Irene Farnworth, Seller

STATE OF IDAHO)
)
COUNTY OF Blaine)

On this 27 day of February, 1987, before me personally appeared Alice Irene Farnworth, personally and through power of attorney for Wilbur G. Farnworth, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same personally and through power of attorney for Wilbur G. Farnworth.

Janet Key

NOTARY PUBLIC in and for the
State of Idaho, residing at
Hailey therein.

STATE OF IDAHO)
)
COUNTY OF Blaine)

On this 27 day of February, 1989, before me personally appeared Lynn J. Farnworth, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.


Janet Key
NOTARY PUBLIC in and for the
State of Idaho, residing at
Hailey therein.

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: A37-01236B
Date Received: 10/05/1988
Receipt No: M001498
Received By: SCC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: WILBUR G. FARNWORTH 208-823-4458
Address: BOX 2
CAREY, ID 83320

OR
Name: ALICE IRENE FARNWORTH 208-823-4458
Address: BOX 2
CAREY, ID 83320

2. Date of Priority: APR 27, 1894

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:
VIA WEST CANAL AND HEADGATES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	1.600		

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

8. Total consumptive use is 175.0 Acre Feet Per Annum.

9. Non-irrigation uses:

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Date: 10/05/88

MICROFILMED
FEB 23 1993

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02S	21E	3	NE	SE		IRR	33.7
			NW	SE		IRR	36.9

Section Acres 70.6

Total Acres 70.6

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:
RES. RTS. AND CANAL SHARES.

14. Remarks:

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: 12/13/1909

S.C. FROST, ET.AL.

Decree Plaintiff

vs

ALTURAS WATER CO., ET.AL.

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: 1

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): Alice Irene Samuelsen Date: Oct 5-1988

Date: _____

State of Idaho)

County of Blaine) SS.

Subscribed and sworn (or affirmed) before me this 5 day

of Oct 19 88

John Dale Carlson
Notary Public

Seal

Residing at Boise Id

My Commission Expires 6/2/94

MICROFILMED

A37-01236B

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 37-1236B V1

WATER RIGHT NUMBER: 37-1236B V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	LYNN J FARNWORTH 1180 TEARE RD MOSCOW, ID 83843
Original Owner	WILBUR G FARNWORTH PO BOX 2 CAREY, ID 83320 (208)823-4458
Original Owner	ALICE IRENE FARNWORTH PO BOX 2 CAREY, ID 83320 (208)823-4458

Priority Date: 04/27/1894

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
LITTLE WOOD RIVER	MALAD RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/15 to 10/31	1.600 CFS	
	<u>Total Diversion:</u>	1.600 CFS	

Location of Point(s) of Diversion

LITTLE WOOD RIVER	NW1/4SW1/4SE1/4	Sec. 30, Twp 01N, Rge 21E, B.M.
BLAINE County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02S	21E	3													33.7	36.9			70.6

Total Acres: 70.6

Conditions of Approval:

1. C18 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.
2. F01 WATER IS DELIVERED THROUGH WEST CANAL.
3. S12 USE OF THIS RIGHT IS COMBINED WITH WATER FROM LITTLE WOOD RIVER IRRIGATION DIST.

all
 SCANNED
 07-14-2021

Page 2

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 37-1236B V1

Remarks:

Comments:

Water Supply Bank:

04/12/2005

RECEIVED

MAY 03 2005

DEPARTMENT OF
WATER RESOURCES

NOTICE OF ERROR
REPLY

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

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

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: June 3, 2005

Water right number: 37-1236B

WILBUR G FARNWORTH

PO BOX 2

CAREY ID 83320

Telephone Number: (208)823-4458

ALICE IRENE FARNWORTH

PO BOX 2

CAREY ID 83320

Telephone Number: (208)823-4458

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

I sold the farm & water rights to my son: Lyon J Farnworth
Please send all correspondence to him - my husband died 1/09/95.
1180 Teare Rd.
Moscow, ID 83843

3. Give a brief explanation as to why you disagree with these portions:

208-882-7107

☒ I AGREE with this proposed recommendation: with change in name of owner -
no changes need to be made.

DATE: 4/29/05

SIGNATURE: Irene Farnworth

Please print your name: A. Irene FARNWORTH

IDWR State Office, 322 E. Front St., P.O. Box 83720, Boise, ID 83720-0098

I have reviewed the proposed recommendations and
approve of them. 4/29/05

Lyon J Farnworth
Lyon J. FARNWORTH.

COO letter sent 5/16/05
SCC

SCANNED

MAY 03 2005

06/08/2004

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

RIGHT NUMBER: 37-1236B

NAME AND ADDRESS: WILBUR G FARNWORTH
BOX 2
CAREY ID 83320

ALICE IRENE FARNWORTH
BOX 2
CAREY ID 83320

SOURCE: LITTLE WOOD RIVER

TRIBUTARY: MALAD RIVER

QUANTITY: 1.600 CFS

PRIORITY DATE: 04/27/1894

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	1.600 CFS

PLACE OF USE: IRRIGATION Within BLAINE County

T02S R21E S03	NESE	33.7	T02S R21E S03	NWSE	36.9
---------------	------	------	---------------	------	------

70.6 ACRES TOTAL

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

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

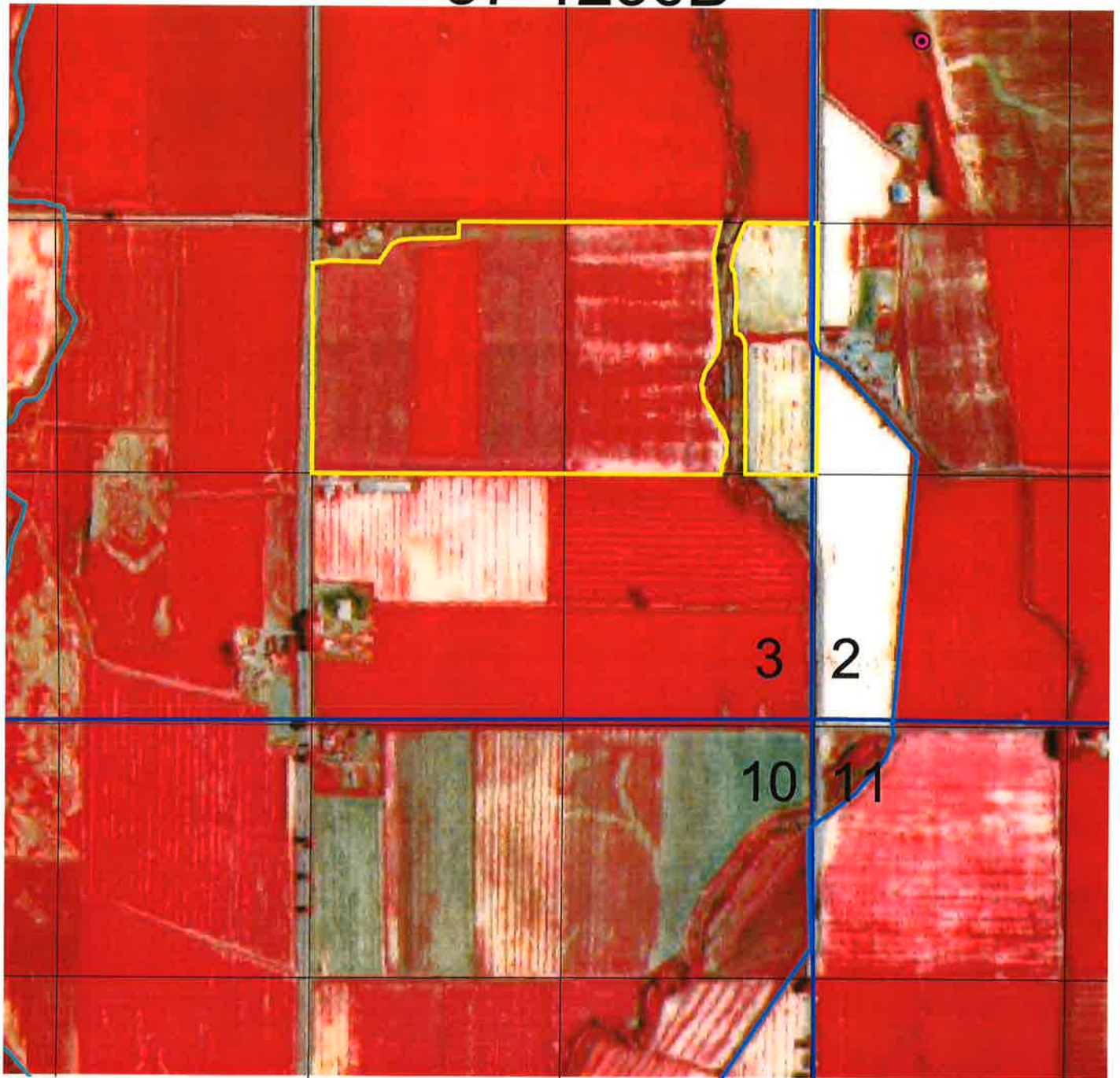
EXPLANATORY MATERIAL: Decreed

WATER IS DELIVERED THROUGH WEST CANAL.

USE OF THIS RIGHT IS COMBINED WITH WATER FROM LITTLE WOOD RIVER IRRIGATION DIST.

IDAHO DEPT OF WATER RESOURCES

37-1236B



1320 0 1320 Feet

-  Basin 37 part 1-POU
-  Basin 37 part 1-POD
-  Ownership FED-Private
-  Streams
-  Section Lines
-  Quarter - Quarter lines

TWN: 2S
RNG: 21E
SEC. 03



GIS Place of Use Presentation
NAPP Aerial Photo 1987/1988
By Steve Clelland

Date: JUNE 8, 2004

GIS = 74.5 AC.

limit of claim = 70.6

3

2

10

11

T2S
R21E

37-1236 B

Comments: