

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: **A37-07593B**
Date Received: 9/ 2/1988
Receipt No: X777777
Received By: *O/C FFB*

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: JOHN L CENARRUSA 208-823-4687
Address: BOX 278
CAREY ID 83320

2. Date of Priority: MAY 4, 1977

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
01S	21E	34	NW	NW	NE	I	BLAINE
			NW	NW	NE	R	BLAINE

5. Description of diverting works:
16"X200' WELL WITH A 75 HP ELEC. MOTOR (SEE REMARKS)

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	2.000		300.00

7. Total Quantity Appropriated is:
2.000 C.F.S. (and/or) 300.00 A.F.A.

8. Total consumptive use is 144.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01S	21E	34	NE	NE		IRR	33.0
			NW	NE		IRR	12.0
			SW	NE		IRR	15.0
			SE	NE		IRR	40.0

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10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	100.0
					Total Acres	100.0

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:

37-7517 FROM SAME WELL. 37-0639,37-0640,37-0545,37-0011

14. Remarks:

NOT TO EXCEED 5.45 WHEN COMBINED W/OTHER RTS.
WELL SHARED WITH ALTON PATTERSON PUMPS INTO CANAL REDIVERTED
BY PUMP.

OWNERSHIP CHANGE RESULTED IN SPLIT. PETERSON=A37-07593A(2.20 CFS)
CENNARUSSA=A37-07593B(2.00 CFS) "A" PORTION=110 ACRES, B=100 ACS.
WARRANTY DEED, DEED OF TRUST, PROMISSORY NOTE, AND BOTH SIGNATURE
INCLUDED.

15. Basis of Claim: LICENSE



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

RECEIVED
MAR 07 1995

Department of Water Resources
Southern Region

DATE OF CLOSING: _____

LEGAL DESCRIPTION OF PROPERTY: Township 15 Range 21 E
Section 34, 1/4 of _____ 1/4 of _____ 1/4, Govt. Lot _____, BM.
Lot _____, Block _____, Subdivision/Townsite _____.

If you have additional legal descriptions, please attach separate sheet.

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

☐ Water Right Number(s)
Assigned by IDWR:

A37 7593 A37 00011C A3700268C

☐ Name and Address of Former
Owner/Claimant(s)(Seller):

Bruce J Peterson Box 174 Carey 83320

☐ New Owner/Claimant
(Purchaser):

John L Cenarrusa Box 278 Carey Id 83320

☐ New Mailing Address:

☐ New Telephone Number:

(208) 823 - 4687

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

acquire portion of right NE 1/4 sec 34

☐ Attach proof of
ownership, describe
proof attached:

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

☐ Signature of New
Owner/Claimant(s)

John L Cenarrusa

Date

Date

☐ Signature of Former
Owner/Claimant(s):

Bruce Peterson

Date

Date 3/7/95

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

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: _____ By: _____

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date 6/23/95 By: 4MB

Claim Numbers of Split, if any:

A37-02583A & A37-02583B

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

RECORDED
NOV 27 1996



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301-6105 (208) 736-3033

Fax (208) 736-3037

PHILIP E. BATT
Governor

KARL J. DREHER
Director

JULY 19, 1995

JOHN L CENARRUSA
BOX 278
CAREY, ID 83320

RE: SRBA CLAIM A37-00011C, A37-00268C, & A37-02593
PETERSEN
A37-07593A (PETERSON) & A37-07593B (CENARRUSA)

DEAR CLAIMANTS:

PURSUANT TO THE NOTIFICATION THAT YOU HAVE PURCHASED PROPERTY WITH THE ABOVE-REFERENCED ADJUDICATION CLAIM(S), WE HAVE CHANGED THE DEPARTMENT'S RECORDS AS YOU HAVE REQUESTED. **THIS COPY IS FOR YOUR RECORDS.** PLEASE REVIEW THE RECORDS FOR ACCURACY.

IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT ME AT THIS OFFICE.

SINCERELY,

TARA L BACKLUND
SNAKE RIVER BASIN ADJUDICATION
RECORDS CLERK

/TLB
ENCLOSURES

CC: PETERSON, PO BOX 174, CAREY, ID 83320

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SD-52

INQUIRY

Idaho Department of Water Resources

Adjudication Places of Use Screen

Date: 04/29/92

Time: 12:09:23

Water Right Number: A37-07593

FIRST PAGE

10. TWP	RNG	SEC	1/4	1/4	Lot	Acres	Use	Use Desc.	County	County Name
01S	21E	33	NE	SE		5.0	01	IRR	13	BLAINE
01S	21E	34	NE	NE		33.0	01	IRR	13	BLAINE
01S	21E	34	NW	NE		12.0	01	IRR	13	BLAINE
01S	21E	34	SW	NE		15.0	01	IRR	13	BLAINE
01S	21E	34	SE	NE		40.0	01	IRR	13	BLAINE
01S	21E	34	SW	NW		40.0	01	IRR	13	BLAINE
01S	21E	34	SE	NW		30.0	01	IRR	13	BLAINE
01S	21E	34	NE	SW		10.0	01	IRR	13	BLAINE
01S	21E	34	NW	SW		25.0	01	IRR	13	BLAINE

(Enter=Exit)

(GOLD4=Prev Screen)

(GOLD5=Next Screen)

(GOLD6=End of Data)

(GOLD8=Cancel)

NOV 27 1991

SD-49
INQUIRY

Idaho Department of Water Resources
Adjudication Names Screen

Date: 04/29/92
Time: 12:05:15

Water Right Number: A37-07593

FIRST PAGE

Owner Codes:	O	Original Owner	P	Present Owner	L	Lien Holder
	C	Current Owner	R	Representative	A	Attorney of Record
	S	Lessee	T	Trustee		

Last: PETERSON

First: LEO

Address: P.O. BOX 174

State: ID ZIP: 83320
Owner Code: C

City: CAREY
Phone: (208) 823-4498

Name Connector: OR

Last: PETERSON

First: MARLENE

Address:

State: ID ZIP: 83320
Owner Code: C

City: CAREY
Phone: (208) -

(GOLD4=Prev Screen) (GOLD6=End of Data)
(GOLD5=Next Screen)

(Enter=Exit)
(GOLD8=Cancel)

NOV 27 1992

SD-49
INQUIRY

Idaho Department of Water Resources
Adjudication Names Screen

Date: 04/29/92
Time: 12:05:30

Water Right Number: A37-07593

Owner Codes:	O	Original Owner	P	Present Owner	L	Lien Holder
	C	Current Owner	R	Representative	A	Attorney of Record
	S	Lessee	T	Trustee		

Last: PETERSON
Address:

First: BRUCE J.

State: ID ZIP: 83320
Owner Code: C

City: CAREY
Phone: (208) 823-4512

Last:
Address:

Name Connector:

First:

State: ZIP:
Owner Code:

City:
Phone: () -

(GOLD4=Prev Screen) (GOLD6=End of Data)
(GOLD5=Next Screen)

(Enter=Exit)
(GOLD8=Cancel)

NOV 27 1996



SAWTOOTH TITLE COMPANY

December 18, 1990

Mr. and Mrs. John Cenarrusa
P. O. Box 278
Carey, ID 83320

Re: Order No. 16539

Sec 34-1S-21E
Cenarrusa/Peterson

Dear Mr. and Mrs. Cenarrusa,

In connection with the above mentioned order, attached/enclosed please find the following documents:

☒	Settlement Statement.
☒	Deed of Trust/Mortgage.
☒	Deed of Trust Note/Promissory Note.
☒	Warranty Deed/Grant Deed.
☐	Quitclaim Deed.
☒	Escrow Instructions.
☐	1099 Report Form.
☒	Lender Documents.
☐	Insurance Binder.
☐	
☐	
☐	

Please find attached/enclosed our check no. _____ in the amount of \$ _____
representing:

Sincerely,

SAWTOOTH TITLE COMPANY

Traci L. Barker
Escrow Assistant

/tlb

Attachment(s)

A. Settlement Statement

U.S. Department of Housing
and Urban Development

OMB No. 2502-0285 (Exp. 12-31-88)

Sawtooth Title Company

3. Type of Loan

1. ☐ FHA	2. ☐ FmHA	3. ☐ Conv. Unins.	6. File Number	7. Loan Number	8. Mortgage Insurance Case Number
4. ☐ VA	5. ☐ Conv. Ins.		16539	31607 341	

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are not shown. Items marked *(poc)* were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower John Cenarrusa Teresa M. Cenarrusa 82 Cenarrusa Lane P.O. Box 278 Carey, ID. 83320	E. Name and Address of Seller Bruce J. Peterson Jonnie Peterson 864 Robbins Twin Falls, ID. 83301	F. Name and Address of Lender Farm Credit Services P. O. Box 288 Twin Falls, ID 83303
G. Property Location T 1 So., R 21 E portin Sec 34 Carey, ID. 83320 T 1 So., R. 21 E. portlon Sec 34	H. Settlement Agent Sawtooth Title Company Place of Settlement P. O. Box 188 Ketchum, ID 83340	
		I. Settlement Date 12/17/90

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract sales price	67,000.00	401. Contract sales price	67,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	2,485.63	403.	
104. Tax & Rent Adjustment	2,455.56	404. Tax & Rent Adjustment	4,455.56
105. Rent Balance	2,000.00	405.	
Adjustments for Items paid by seller in advance		Adjustments for Items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower	73,941.19	420. Gross Amount Due To Seller	71,455.56
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions In Amount Due To Seller	
201. Deposit or earnest money	3,000.00	501. Excess deposit (see instructions)	3,000.00
202. Principal amount of new loan(s)	46,000.00	502. Settlement charges to seller (line 1400)	1,564.56
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	66,891.00
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for Items unpaid by seller		Adjustments for Items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	49,000.00	520. Total Reduction Amount Due Seller	71,455.56
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)	73,941.19	601. Gross amount due to seller (line 420)	71,455.56
302. Less amounts paid by/for borrower (line 220)	49,000.00	602. Less reductions in amt. due seller (line 520)	(71,455.56)
303. Cash ☒ From ☐ To Borrower	24,941.19	603. Cash ☐ To ☒ From Seller	0.00

The HUD-1 settlement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Lina A. Duran
Settlement Agent

12-17-90
Date

L. Settlement Charges				Paid From Borrowers Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price \$ @ =					
Division of Commission (line 700) as follows:					
701. \$	to				
702. \$	to				
703. Commission paid at settlement					
704.					
800. Items Payable In Connection With Loan					
801. Loan Origination Fee					
802. Loan Discount					
803. Appraisal Fee	to				
804. Credit Report	to				
805. Lender's Inspection Fee					
806. Mortgage Insurance Application Fee to					
807. Assumption Fee					
808.					
809.					
810. FLBA Stock				1,840.00	
811.					
900. Items Required By Lender To Be Paid In Advance					
901. Interest from	to	@ \$	/day		
902. Mortgage Insurance Premium for months to					
903. Hazard Insurance Premium for years to					
904.					
905.					
1000. Reserves Deposited With Lender					
1001. Hazard Insurance	months @ \$		per month		
1002. Mortgage Insurance	months @ \$		per month		
1003. City property taxes	months @ \$		per month		
1004. County property taxes	months @ \$		per month		
1005. Annual assessments	months @ \$		per month		
1006.	months @ \$		per month		
1007.	months @ \$		per month		
1008.	months @ \$		per month		
1100. Title Charges					
1101. Settlement or closing fee	to	Sawtooth Title Company		108.75	108.75
1102. Abstract or title search	to				
1103. Title examination	to				
1104. Title Insurance binder	to				
1105. Document preparation	to				
1106. Notary fees	to				
1107. Attorney's fees	to				
(Includes above items numbers:)					
1108. Title Insurance	to				
(Includes above items numbers:)					
1109. Lender's coverage	\$	46,000.00			
1110. Owner's coverage	\$	67,000.00			
1111. Lender's Title Policy		Sawtooth Title Company		20.00	
1112. Indorsements		Sawtooth Title Company		25.00	
1113. Owner's coverage		Sawtooth Title Company		396.50	
1200. Government Recording And Transfer Charges					
1201. Recording fees: Deed \$	6.00	Mortgage \$	12.00	Releases \$	3.00
1202. City/county tax/stamps: Deed \$		Mortgage \$			
1203. State tax/stamps: Deed \$		Mortgage \$			
1204.					
1205. UCC recordings		Sawtooth Title Company		58.00	
1300. Additional Settlement Charges					
1301. Survey	to				
1302. Pest Inspection	to				
1303. 88 & 89 Taxes		BLAINE COUNTY TAX COLLECTOR			982.09
1304. 1990 Taxes		Blaine County Tax Collector		16.38	473.72
1305.					
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				2,485.63	1,564.58

I have carefully reviewed the HUD-1 settlement statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 settlement statement.

Seller: _____
Bruce J. Peterson

Borrower: John L. Cenarrusa
John Cenarrusa

Jonnie Peterson

Teresa M. Cenarrusa
Teresa M. Cenarrusa

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

NOV 27 1998

L. Settlement Charges				Paid From Borrowers Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price \$ @ =					
Division of Commission (line 700) as follows:					
701. \$	to				
702. \$	to				
703. Commission paid at settlement					
704.					
800. Items Payable In Connection With Loan					
801. Loan Origination Fee					
802. Loan Discount					
803. Appraisal Fee	to				
804. Credit Report	to				
805. Lender's Inspection Fee					
806. Mortgage Insurance Application Fee to					
807. Assumption Fee					
808.					
809.					
810. FLBA Stock				1,840.00	
811.					
900. Items Required By Lender To Be Paid In Advance					
901. Interest from	to	@ \$	/day		
902. Mortgage Insurance Premium for months to					
903. Hazard Insurance Premium for years to					
904.					
905.					
1000. Reserves Deposited With Lender					
1001. Hazard Insurance	months @ \$	per month			
1002. Mortgage Insurance	months @ \$	per month			
1003. City property taxes	months @ \$	per month			
1004. County property taxes	months @ \$	per month			
1005. Annual assessments	months @ \$	per month			
1006.	months @ \$	per month			
1007.	months @ \$	per month			
1008.	months @ \$	per month			
1100. Title Charges					
1101. Settlement or closing fee	to	Sawtooth Title Company		108.75	108.75
1102. Abstract or title search	to				
1103. Title examination	to				
1104. Title Insurance binder	to				
1105. Document preparation	to				
1106. Notary fees	to				
1107. Attorney's fees	to				
(includes above items numbers:)					
1108. Title Insurance	to				
(includes above items numbers:)					
1109. Lender's coverage	\$	46,000.00			
1110. Owner's coverage	\$	67,000.00			
1111. Lender's Title Policy		Sawtooth Title Company		20.00	
1112. Indorsements		Sawtooth Title Company		25.00	
1113. Owner's coverage		Sawtooth Title Company		396.50	
1200. Government Recording And Transfer Charges					
1201. Recording fees: Deed \$	6.00	Mortgage \$	12.00	Releases \$	3.00
1202. City/county tax/stamps: Deed \$		Mortgage \$			
1203. State tax/stamps: Deed \$		Mortgage \$			
1204.					
1205. UCC recordings		Sawtooth Title Company		58.00	
1300. Additional Settlement Charges					
1301. Survey	to				
1302. Pest Inspection	to				
1303. 88 & 89 Taxes		BLAINE COUNTY TAX COLLECTOR			982.09
1304. 1990 Taxes		Blaine County Tax Collector		16.38	473.72
1305.					
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				2,485.63	1,564.56

I have carefully reviewed the HUD-1 settlement statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 settlement statement.

Seller: Bruce J. Peterson

Borrower: John Cenarrusa

Jonnie Peterson
Jonnie Peterson

Teresa M. Cenarrusa
Teresa M. Cenarrusa

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107 27 1996

FARM CREDIT BANK MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on May 22, 1990

John Cenarrusa and Teresa M. Cenarrusa, husband and wife;
 whose mailing address is: 82 Cenarrusa Lane, P.O. Box 278, Carey, ID 83320;

hereinafter called the Mortgagors, hereby grant, bargain, sell, convey and mortgage to FARM CREDIT BANK OF SPOKANE, a corporation, whose address is West 601 First Avenue, TAP-C5, Spokane, Washington 99220-4005, hereinafter called the Mortgagee, the following described real estate in the County(ies) of Blaine State of Idaho :

The description of real property covered by this mortgage consists of 1 page(s) marked Exhibit "A", which is attached hereto and is by reference made a part hereof.

31607 341

EXHIBIT "A"

Township 1 South, Range 21 East of the Boise Meridian, Blaine County, Idaho,
 Section 34: E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NE $\frac{1}{4}$, EXCEPT the following described tract:

BEGINNING at the Northeast corner of said Section 34;
 THENCE South along the East line of said Section, 621 feet;

THENCE N. 59°27' W., 504.4 feet;

THENCE N. 35°33' W., 454 feet, more or less, to a point on the North line of said Section 34;
 THENCE East along said North line 699 feet, more or less, to the POINT OF BEGINNING.

And E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ EXCEPT the following described tract:
 BEGINNING at a point on the North line of Section 34, 708.6 feet East of the North Quarter Corner of said Section 34;

THENCE S. 1°39' E., 661.5 feet to a point on the South line of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 34;

THENCE West along said South line 66 feet;

THENCE N. 661.5 feet to the North line of said Section 34;
 THENCE East 47 feet to the POINT OF BEGINNING.

AND EXCEPTING

A tract of land lying in the E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 34;

THENCE S. 0°30'56" E., 2,657.51 feet along the West line of the NE $\frac{1}{4}$ to the center of said Section 34;

THENCE N. 89°47'24" E., 667.60 feet to the Southwest corner of said E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, which is the TRUE POINT OF BEGINNING;

THENCE N. 0°29'56" W., 200.00 feet along the West line of said E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$;

THENCE N. 89°30'04" E., 78.00 feet;

THENCE S. 31°45'13" E., 235.13 feet to the South line of the NE $\frac{1}{4}$;

THENCE S. 89°47'24" W., 200.00 feet along the South line of the NE $\frac{1}{4}$ to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM the West 30.00 feet for easement.

ALSO EXCEPTING the following described tract:

BEGINNING at the North Quarter Corner of said Section;

THENCE N. 89°47'2" E., 708.60 feet to a point, said point also lies S. 89°47'2" W., 1,964.87 feet from the Northeast corner of said Section;

THENCE S. 1°39' E., 661.50 feet to the REAL POINT OF BEGINNING;

THENCE W. 66 feet;

THENCE S. 0°29'56" E., 1,796.21 feet;

THENCE N. 89°30'4" E., 78 feet;

THENCE N. 0°52'55" W., 1,795.67 feet to the REAL POINT OF BEGINNING.

Together with the following described irrigation equipment, including any replacement thereof, all of which are hereby declared appurtenant to the herein mortgaged property:

A 25% interest in 75HP 1170 RPM US electric motor with High Thrust turbine pump which is situated off the mortgaged property on land owned by Alton Patterson, described as:

Township 1 South, Range 21 East, Boise Meridian
 Section 34: In the northeast corner of the
 NW $\frac{1}{4}$ /4NW $\frac{1}{4}$ /4NE $\frac{1}{4}$ /4



1004 27 1990

including all leases, permits, licenses or privileges, written or otherwise, appurtenant or nonappurtenant to said mortgaged premises, now held by Mortgagors or hereafter issued, extended or renewed to them by the United States or the State or any department, bureau, or agency thereof, which have been or will be assigned or waived to Mortgagee.

Together with the tenements, hereditaments, rights, privileges and appurtenances, including private roads, now or hereafter belonging to or used in connection with the above described premises; and all plumbing, lighting, heating, cooling, ventilating, elevating, watering and irrigating apparatus and other fixtures, now or hereafter belonging to or used in connection with the above described premises, all of which are hereby declared to be appurtenant to said land; and together with all waters and water rights of every kind and description and however evidenced, and all ditches or other conduits, rights therein and rights of way therefor, which now are or hereafter may be appurtenant to said premises or any part thereof, or used in connection therewith.

This conveyance is intended as a mortgage securing the performance of the covenants and agreements hereinafter contained, and the payment of the debt represented by one promissory note made by the Mortgagors to the order of the Mortgagee, of even date herewith, for the principal sum of \$46,000.00, with interest as provided for in said note, being payable in installments, the last of which being due and payable on the first day of April, 2010.

MORTGAGORS COVENANT AND AGREE:

That they are lawfully seized of said premises in fee simple, have good right and lawful authority to convey and mortgage the same, and that said premises are free from encumbrance; and each of the Mortgagors will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever, and this covenant shall not be extinguished by any foreclosure hereof, but shall run with the land.

To pay all debts and money secured hereby when due.

To keep the buildings and other improvements now or hereafter existing on said premises in good repair; to complete without delay the construction on said premises of any building, structure or improvement in progress, any improvements to existing structures in progress, and any improvements or remodeling for which the loan hereby secured was granted in whole or in part; not to remove or demolish or permit the removal or demolition of any building thereon; to restore promptly in a good and workmanlike manner any building, structure or improvement thereon which may be damaged or destroyed; to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property and its use; not to use or permit the use of said premises for any unlawful or objectionable purpose; not to cut or permit the cutting of timber from said premises except for domestic use; to maintain and cultivate the premises in good and husbandlike manner, using approved methods of preserving the fertility thereof; to keep the orchards on said lands properly irrigated, cultivated, sprayed, pruned and cared for; not to commit or suffer waste of any kind upon said premises; and to do all acts or things necessary to preserve all water rights now or hereafter appurtenant to or used in connection with said premises.

To pay before delinquency all taxes, assessments and other charges upon said premises, all assessments upon water company stock, and all rents, assessments and charges for water appurtenant to or used in connection with said property; and to suffer no other encumbrance, charge or lien against said premises which is superior to this mortgage.

To keep all buildings now existing or hereafter erected continuously insured against loss or damage by fire and such other risks in manner and form and in such company or companies and in such amounts as shall be satisfactory to the Mortgagee; to pay all premiums and charges on all such insurance when due; to deposit with the Mortgagee upon request all insurance policies affecting the premises, with receipts showing payment of all premiums and charges affecting said policies; and that all insurance whatsoever affecting the premises shall be made payable, in case of loss, to the Mortgagee, with a loss payable clause in favor of and satisfactory to the Mortgagee. The Mortgagee shall be entitled to receive the proceeds of any loss under any such policy which may be applied by the Mortgagee upon the indebtedness hereby secured in such manner as it may elect.

If any of the mortgaged property shall be taken under right of eminent domain, the Mortgagee shall be entitled at its option to receive all compensation for the portion taken and damages to the remaining portion, to be applied by the Mortgagee upon the indebtedness hereby secured in such manner as it shall elect.

Should the Mortgagors be or become in default in any of the covenants or agreements herein contained, then the Mortgagee (whether electing to declare the whole indebtedness hereby secured due and payable or not) may, at its option, perform the same in whole or in part and all expenditures made by the Mortgagee in so doing, together with interest and costs, shall be immediately repayable by the Mortgagors without demand, shall be secured by this mortgage, and shall draw interest until paid at the default rates provided for in the note hereby secured.

Time is material and of the essence hereof, and in case of breach of any of the covenants or agreements hereof, or if default be made in the payment of any of the sums hereby secured, or if the whole or any portion of said loan shall be expended for purposes other than those specified in the original application therefor except, by the written permission of said Mortgagee, or if said land or any portion thereof shall be hereafter included in any special assessment district, then, in any such case, all indebtedness hereby secured, shall, at the election of the Mortgagee, become immediately due without notice, and this Mortgage may be foreclosed; but the failure of the Mortgagee to exercise such option in any one or more instances shall not be considered as a waiver or relinquishment of the right to exercise such option upon or during the continuance of the same or any other default.

In case of any suit to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or any suit or bankruptcy proceeding which the Mortgagee may deem it necessary to prosecute or defend to effect or protect the lien hereof, the Mortgagors agree to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit or proceeding, and further agree to pay the reasonable costs of searching records and abstracting or insuring the title, and such sums shall be secured hereby and included in the decree of foreclosure.

Upon or during the continuance of any default hereunder, the Mortgagee shall have the right forthwith to enter into and upon the mortgaged premises and take possession thereof, and collect the rents, issues and profits thereof, and apply the same, less reasonable costs of collection, upon the indebtedness hereby secured, and the Mortgagee shall have the right to the appointment of a receiver to collect the rents, issues and profits of the mortgaged premises. The rents, issues and profits of said premises after default are hereby assigned and mortgaged to the Mortgagee as additional security for the indebtedness herein described.

This mortgage and the note secured hereby are executed and delivered under and in accordance with the Farm Credit Act of 1971 and any acts amendatory or supplementary thereto and the regulations of the Farm Credit Administration, and are subject to the terms, conditions and provisions thereof applicable to Farm Credit Bank loans.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

NOV 27 1998

The terms of the Note described above provide that the interest rate, payment terms or amounts due under the Note may be indexed, adjusted, renewed or renegotiated .

Each Mortgagor agrees to provide to the Mortgagee annually, within 90 days of the end of each Mortgagor's fiscal year, in a form prescribed by or acceptable to the Mortgagee, a current balance sheet and a current income and expense statement certified by Mortgagor to be complete and accurate.

The obligations secured by this Mortgage are personal to the Mortgagor(s) and are not assignable by the Mortgagor(s). When making the loan secured by this Mortgage, the Mortgagee relied upon the credit of the Mortgagor(s), the interest of the Mortgagor(s) in the premises, and the financial market conditions then existing. In the event of any transfer, sale or conveyance, or contract to transfer, sell or convey the title to all or any part of the premises, or of all or any part of the stock or ownership interest in any corporation, partnership, or other entity owning all or any part of the premises, whether voluntary, involuntary or by operation of law, without Mortgagee's prior written consent, Mortgagee may declare the entire balance then remaining unpaid on all the obligations secured by this Mortgage immediately due and payable.

It is agreed that this Mortgage, without affecting its validity as a real estate Mortgage, is also executed and shall be construed as a Security Agreement and Financing Statement under the Idaho Uniform Commercial Code, granting to Mortgagee a security interest in personal property collateral described herein, including but not limited to equipment, fixtures or goods which are or are to become fixtures, timber, and consumer goods. In addition to the rights and remedies provided herein, Mortgagee shall have all the rights and remedies granted by such Code; and reasonable notice, when notice is requested, shall be five (5) days.

For the purpose of a Financing Statement covering personal property collateral described herein, the debtor(s) are the Mortgagor(s), the secured party is the Mortgagee, the address of the secured party from which information concerning the security interest may be obtained is 129 Eastland Drive, P.O. Box 288, Twin Falls, ID 83303-0288 and the mailing address of the debtor(s) is 82 Cenarrusa Lane, P.O. Box 278, Carey, ID 83320.

IN WITNESS WHEREOF, The mortgagors have hereunto set their hands the day and year first above written.

John Cenarrusa
John Cenarrusa
Teresa M. Cenarrusa
Teresa M. Cenarrusa

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 13 day of June, 1990, before me personally appeared John Cenarrusa and Teresa M. Cenarrusa to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

Laurie Hobbs
Notary Public for the State of Idaho
Residing at Eller, Idaho
My commission expires 11-16-94

NOV 27 1996

Order No. 16539

WARRANTY DEED

FOR VALUE RECEIVED

Bruce J. Peterson and Jonnie Peteson, husband and wife

Hereinafter called grantor, hereby grants, bargains, sells and conveys unto

John Cenarrusa and Teresa M. Cenarrusa, husband and wife

whose address is: 82 Cenarrusa Lane, Carey, ID 83320

Hereinafter called the grantee, the following described premises, in Blaine County, Idaho, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

Accepted and Approved JLC Tne

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 they are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: November 27, 1990

Bruce J. Peterson

Jonnie Peterson

State of Idaho

County of

On this _____, before me, a notary public in and for said State, personally appeared Bruce J. Peterson and Jonnie Peterson, husband and wife known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Notary Public
Residing at
Commission Expires:

NOTARY PUBLIC
NOV 27 1990

Order No. 16539

WARRANTY DEED

FOR VALUE RECEIVED

Bruce J. Peterson and Jonnie Peteson, husband and wife

Hereinafter called grantor, hereby grants, bargains, sells and conveys unto

John Cenarrusa and Teresa M. Cenarrusa, husband and wife

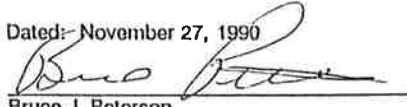
whose address is: 82 Cenarrusa Lane, Carey, ID 83320

Hereinafter called the grantee, the following described premises, in Blaine County, Idaho, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

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 they are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: November 27, 1990

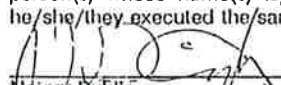

Bruce J. Peterson


Jonnie Peterson

State of Idaho

County of

On this December 11, 1990, before me, a notary public in and for said State, personally appeared Bruce J. Peterson and Jonnie Peterson, husband and wife known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.


Notary Public

Residing at

Commission Expires:

Trish Fuller Sells
4-1993

RECORDED
27 1996

EXHIBIT "A"

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

Section 34: E1/2SW1/4NE1/4, SE1/4NE1/4 and NE1/4NE1/4, EXCEPT the following described tract:

BEGINNING at the Northeast corner of said Section 34;

THENCE South along the East line of said Section, 621 feet;

THENCE N. 59°27' W., 504.4 feet;

THENCE N. 35°33' W., 454 feet, more or less, to a point on the North line of said Section 34;

THENCE East along said North line 699 feet, more or less, to the POINT OF BEGINNING.

And E1/2NW1/4NE1/4 EXCEPT the following described tract:

BEGINNING at a point on the North line of Section 34, 708.6 feet East of the North Quarter Corner of said Section 34;

THENCE S. 1°39' E., 661.5 feet to a point on the South line of the NE1/4NW1/4NE1/4 of said Section 34;

THENCE West along said South line 66 feet;

THENCE N. 661.5 feet to the North line of said Section 34;

THENCE East 47 feet to the POINT OF BEGINNING.

AND EXCEPTING

A tract of land lying in the E1/2SW1/4NE1/4 more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 34;

THENCE S. 0°30'56" E., 2,657.51 feet along the West line of the NE1/4 to the center of said Section 34;

THENCE N. 89°47'24" E., 667.60 feet to the Southwest corner of said E1/2SE1/4NE1/4, which is the TRUE POINT OF BEGINNING;

THENCE N. 0°29'56" W., 200.00 feet along the West line of said E1/2SW1/4NE1/4;

THENCE N. 89°30'04" E., 78.00 feet;

THENCE S. 31°45'13" E., 235.13 feet to the South line of the NE1/4;

THENCE S. 89°47'24" W., 200.00 feet along the South line of the NE1/4 to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM the West 30.00 feet for easement.

ALSO EXCEPTING the following described tract:

BEGINNING at the North Quarter Corner of said Section;

THENCE N. 89°47'2" E., 708.60 feet to a point, said point also lies S. 89°47'2" W., 1,964.87 feet from the Northeast corner of said Section;

THENCE S. 1°39' E., 661.50 feet to the REAL POINT OF BEGINNING;

THENCE W. 66 feet;

THENCE S. 0°29'56" E., 1,796.21 feet;

THENCE N. 89°30'4" E., 78 feet;

THENCE N. 0°52'55" W., 1,795.67 feet to the REAL POINT OF BEGINNING.

RECEIVED
NOV 27 1998

ESCROW INSTRUCTIONS
TO
SAWTOOTH TITLE COMPANY

Escrow No. 16539

Date December 5, 1990

We the undersigned, hereby instruct Sawtooth Title Company hereinafter referred to as "Closing Agent", when in receipt of all documents and monies as set out herein, to close this transaction according to the following instructions and information:

The parties have entered into a contract for the purchase and sale of subject property entitled Purchase and Sale Agreement and Dated November 20, 1989 19, hereinafter referred to as the "Contract".

The closing agent is hereby instructed to close the transaction in accordance with the terms of the Contract as well as these instructions, HOWEVER, in the event the terms of the contract and the terms of these instructions shall conflict, the terms of these instructions shall control.

PROPERTY: T 1 So. R 21 portion Sec 34

BUYER: John Cenarrusa and Teresa M. Cenarrusa

SELLER: Bruce J. Peterson and Johnie Peterson

TERMS:

Sale Price	\$ 67,000.00
EM Deposit (rent)	\$ 3,000.00
Cash	\$ 24,941.19
Assumption of	\$
Assumption of	\$
New Loan	\$ 46,000.00
Contract/DT	\$
	\$

(all assumption balances set out above shall be adjusted if necessary to the actual balances upon written verification from lender. If this transaction involves a new loan, these instructions must conform with the instructions from said lender.)

PRO-RATION DATE: December 17, 1990 CLOSING DATE: December 17, 1990

The closing agent is instructed to pro-rate all items to be pro-rated as of the above date with Seller being responsible for all such items up to but not including the date of pro-ration and the Buyer being responsible for such items from and including the date of pro-ration.

The property taxes for 1990 shall be pro-rated on the basis of the 19 tax assessed. If the amount assessed is not known, taxes shall be pro-rated based on the estimate of \$. The parties hereto acknowledge that there may be a difference between the amount of taxes pro-rated and the actual tax assessment ultimately levied. The parties hereto agree to hold the closing agent harmless for any pro-ration difference and further agree within 3 months of receiving the actual tax notice to adjust the difference between the actual tax and the estimated tax. The closing agent shall not pro-rate any utility charges, unless specifically instructed to do so.

COSTS: The following items shall be paid by BUYER (B), SELLER (S), DIVIDED BETWEEN BUYER AND SELLER EVENLY UNLESS OTHERWISE STATED (D) OR PAID OUTSIDE CLOSING (POC)

<u> </u> Attorney's Fees	<u> </u> B Title Insurance, Owner's Policy
<u> </u> Assumption Fee	<u> </u> B Title Insurance, Loan Policy
<u> </u> D Closing Fee	<u> </u> Escrow Set-up Fee
<u> </u> B Recording Fees x WD	<u> </u> DT Release(s) x QCD <u> </u> Other acc's
<u> </u> Real Estate Commission of <u> </u> % to <u> </u>	
<u> </u> Real Estate Commission of <u> </u> % to <u> </u>	

TITLE INSURANCE:

<u> </u> B (x) Std () Ext. Coverage Owners Policy	\$ 67,000.00
<u> </u> B (x) Std () Ext. Coverage Loan Policy	\$ 46,000.00
<u> </u> () Std () Ext. Coverage Purchasers Policy	\$

HAZARD INSURANCE:

 Assume Existing
 Obtain New, From Paid

binder has been received by Farm Credit Services

When the closing agent has received all properly executed documents and all funds necessary for the completion of this transaction and the title insurer is in a position to issue the type of policy(s) set out above, subject only to exception Nos. 1-7 as set out in their commitment dated April 30, 1990 and their usual printed exceptions. The closing agent is hereby authorized and instructed to record or file all necessary documents and disburse funds deposited in accordance with the amounts shown on the closing statement. Minor adjustments may be made for additional interest due to delay in disbursing beyond the control of the closing agent, for which the responsible party agrees to pay.

In the event this transaction does not close for any reason, the closing agent shall be entitled to reimbursement for any and all costs expended by it and shall be further entitled to an escrow cancellation fee not to exceed one half of the normal fee and the parties hereto agree to be jointly and severally liable for same. Further, any earnest money deposited with the closing agent shall be refunded only upon written instructions from the parties hereto, EXCEPT that, in the event the earnest money has been deposited by the Broker, the closing agent is hereby authorized to refund same to the broker's trust account for his disposition to the parties and in the event the closing agent has incurred expenses in connection herewith, the closing agent shall be entitled to retain so much of the earnest money as it is entitled to hereunder for the reimbursement of said expenses.

The closing agent shall have no responsibility for compliance with any truth-in-lending, usury or consumer protection laws of the United States or The State of Idaho.

The closing agent is directed to comply with the instructions contained in these instructions and the parties hereto agree to indemnify and hold harmless the closing agent from any and all actions or losses related hereto other than failure to comply herewith, including but not limited to any attorney's fees or costs incurred by the closing agent in defending itself in any such action.

THESE CLOSING INSTRUCTIONS CONSTITUTE A LEGALLY BINDING AGREEMENT, IF NOT FULLY UNDERSTOOD, SEEK LEGAL COUNSEL.

ADDITIONAL INSTRUCTIONS:

BUYER:

John Cenarrusa
John Cenarrusa
Teresa M. Cenarrusa
Teresa M. Cenarrusa

SELLER:

Bruce J. Peterson
Bruce J. Peterson
Jonnie Peterson
Jonnie Peterson

SANTOOTH TITLE COMPANY

By: Debra M. Petersen

NOV 27 1990

Escrow Instructions
Page 2

When the closing agent has received all properly executed documents and all funds necessary for the completion of this transaction and the title insurer is in a position to issue the type of policy(s) set out above, subject only to exception Nos. 1-7 as set out in their commitment dated April 30, 1990 and their usual printed exceptions. The closing agent is hereby authorized and instructed to record or file all necessary documents and disburse funds deposited in accordance with the amounts shown on the closing statement. Minor adjustments may be made for additional interest due to delay in disbursing beyond the control of the closing agent, for which the responsible party agrees to pay.

In the event this transaction does not close for any reason, the closing agent shall be entitled to reimbursement for any and all costs expended by it and shall be further entitled to an escrow cancellation fee not to exceed one half of the normal fee and the parties hereto agree to be jointly and severally liable for same. Further, any earnest money deposited with the closing agent shall be refunded only upon written instructions from the parties hereto, EXCEPT that, in the event the earnest money has been deposited by the Broker, the closing agent is hereby authorized to refund same to the broker's trust account for his disposition to the parties and in the event the closing agent has incurred expenses in connection herewith, the closing agent shall be entitled to retain so much of the earnest money as it is entitled to hereunder for the reimbursement of said expenses.

The closing agent shall have no responsibility for compliance with any truth-in-lending, usury or consumer protection laws of the United States or The State of Idaho.

The closing agent is directed to comply with the instructions contained in these instructions and the parties hereto agree to indemnify and hold harmless the closing agent from any and all actions or losses related hereto other than failure to comply herewith, including but not limited to any attorney's fees or costs incurred by the closing agent in defending itself in any such action.

THESE CLOSING INSTRUCTIONS CONSTITUTE A LEGALLY BINDING AGREEMENT, IF NOT FULLY UNDERSTOOD, SEEK LEGAL COUNSEL.

ADDITIONAL INSTRUCTIONS:

BUYER:

John Cenarrusa

Teresa M. Cenarrusa

SELLER:

Bruce J. Paterson

Jonnie Peterson

Jonnie Peterson

SANTOOTH TITLE COMPANY

By: Auna M. Quersa

NOV 27 1990

6587
POOR ORIGINAL

IRRIGATION WELL AGREEMENT

An agreement between Alton D. and Blanche E. Patterson, parties of the first part, and John L. and Teresa Cenarrusa and Jerry L. and Janice H. Cenarrusa, parties of the second part.

1. Water Rights
2. Ownership
3. Delivery
4. Expenses
5. Water Rental
6. Sale of Property or Change of Ownership
7. Taxes

1. It is agreed, that although federal filings, Permit No. 37-7517, of the parties of the first part; and Permit No. 37-7593, of the parties of the second part, have been filed on the same well, location of point of diversion is NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 34 Township 1 S Range 24 E B.M. Elaine County, now belonging to Alton D. and Blanche E. Patterson; and the filing of 2.08cfs for irrigation, belonging to Alton D. and Blanche E. Patterson; and the filing of 4.2 cfs for irrigation belonging to John L. and Teresa Cenarrusa and Jerry L. and Janice H. Cenarrusa, to be treated as a one-half by one-half (fifty-fifty) agreement, disregarding the number of cfs filed on.

2. That said property, that the plot of ground ten feet by ten feet is to be treated as a one-half by one-half (fifty-fifty) agreement; with an easement made to the parties of the second part, with one half ownership, in said property for the sum of \$1.00 dollar.

3. Water to be pumped out of well shall be on equal time basis; one week by one week, from year to year by the flip of a coin, determining first week of delivery, determining rotation for that year.

4. Expenses will be shared on the one-half by one-half (fifty-fifty) basis on all assessments of power, pump repair, well repair, oil, valves, delivery systems and other expenses that might occur. If either party fails to pay assessments or repairs water cannot be delivered to that party until paid. Any refunds on power bills, if any, to be paid on fifty-fifty basis to both parties of ownership.

5. All rentals of water are to be collected by the party leasing his share of the water and will be considered his property, provided it is on his time.

6. If either party should sell his farm or property or part thereof, his part of the well and equipment is to be sold as part of the land, as the permits are now issued, but still by one-half by one-half (fifty-fifty) agreement. This agreement can be negotiated at the time of this sale, to the satisfaction of either party, (and in writing) to be attached as part of this agreement. This agreement shall be binding to the parties of the first part, and to the parties of the second part. In case any property or part of the properties of the parties of the first part, and property or part of the properties of the parties of the second part shall be sold or inherited, this agreement will be

JAN 27 1966

binding to those who inherit or purchase property. If agreed by parties of the first part and parties of the second part, and if in accordance with the Idaho ground water laws and permits, that if either party wants to sell his one-half interest in the well and equipment that the other partner will have first opportunity to purchase same at a negotiated price.

7. Taxes to be assessed on said ten foot by ten foot plot location of well and equipment are to be shared fifty-fifty.

The fifty-fifty share of the above agreement shall be as follows

Alton D and Blanche E. Patterson have 50% share in agreement,
John L and Teresa Cenarrusa have 25% share in agreement,
Jerry L and Janice M Cenarrusa have 25% share in agreement.

Signed this 11th day of December 1990.

Alton D. Patterson
Alton D Patterson

Blanche E. Patterson
Blanche E Patterson

John L. Cenarrusa
John L Cenarrusa

Teresa M. Cenarrusa
Teresa Cenarrusa

Jerry L. Cenarrusa
Jerry L. Cenarrusa

Janice M. Cenarrusa
Janice M. Cenarrusa

(Individual)

STATE OF Idaho
COUNTY OF Blaine

ss.

On 14th day of November 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared John L. Cenarrusa & Teresa Cenarrusa

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature [Signature]

(This area for official notarial seal)

(Individual)

STATE OF BLAINE
COUNTY OF BLAINE

ss.

On December 14, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared Jerry L. Cenarrusa and Janice M. Cenarrusa

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature [Signature]
exp 9-10-94
res: Hailey, ID.

(This area for official notarial seal)

(Individual)

STATE OF BLAINE
COUNTY OF BLAINE

ss.

On December 14, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared Alton D. Patterson and Blanche E. Patterson

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature [Signature]

(This area for official notarial seal)

NOV 27 1990

06/22/2002

RECEIVED
JUL 16 2002

NOTICE OF ERROR
REPLY

Department of Water Resources

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: July 23, 2002

Water right number: 37-7593B

JOHN L CENARRUSA
BOX 278

CAREY ID 83320

Telephone Number: (208)823-4687

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

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

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

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

DATE:

7/10/02

SIGNATURE:

John L Cenarrusa

Please print your name:

John L Cenarrusa

IDWR State Office, PO Box 83720, Boise ID 83707-9815

IDAHO DEPARTMENT OF WATER RESOURCES 12/10/2001
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

Water Right **37-7593B**

1

NAME AND ADDRESS: JOHN L CENARRUSA
BOX 278
CAREY ID 83320

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 1.88 CFS
282.0 AFY

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL
COMBINED DIVERSION RATE OF 5.45 CFS. COMBINED RIGHT NOS.: 37-7517 &
37-7593A.

PRIORITY DATE: 05/04/1977

POINT OF DIVERSION:

T01S R21E S34 NWNWNE Within BLAINE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 11/01	1.880 CFS 282.00 AFY

PLACE OF USE: IRRIGATION Within BLAINE County

T01S R21E S34	NENE	33.0	T01S R21E S34	NWNE	12.0
T01S R21E S34	SWNE	12.0	T01S R21E S34	SENE	37.0

94 ACRES TOTAL

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

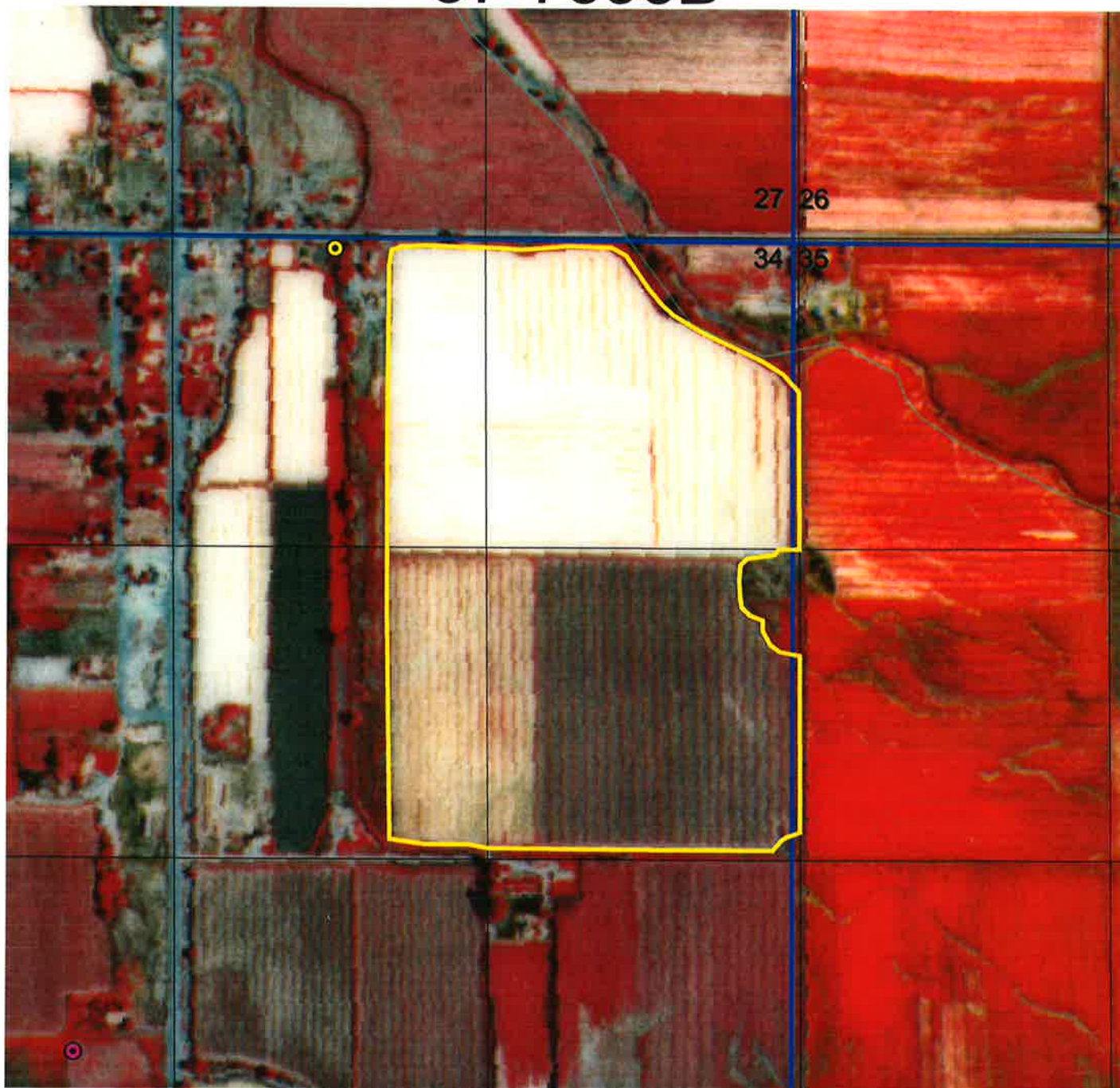
THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

EXPLANATORY MATERIAL: License

RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT
TO SECTION 42-1425, IDAHO CODE.
PORTION OF RIGHT FORFEITED/ABANDONED.

IDAHO DEPT OF WATER RESOURCES

37-7593B



1320 0 1320 Feet

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

TWN: 1S
RNG: 21E
SEC: 34



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

Date: December 10, 2001

37-7593 B

12/10/01
SCC

GIS POU is less than claimed, >5% margin.

$$\text{GIS Ac.} = 94$$

$$\text{Lic./claim} = \frac{100}{6}$$

6 missing Acres

Adjustment to Q:

$$94 \times 0.02 \text{ cfs} = 1.88 \text{ cfs}$$

$$94 \times 3 \text{ AF} = 282 \text{ AFA}$$

TOTAL Q of rights:

$$37-7517 \quad 2.04 \text{ cfs}$$

$$37-7593A \quad 2.20 \text{ cfs}$$

$$37-7593B \quad \underline{1.88 \text{ cfs}}$$

$$6.12 \text{ cfs}$$

$$\left(\begin{array}{l} \text{well cap.} \\ = 5.45 \text{ cfs} \end{array} \right)$$