

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 37-20617

WATER RIGHT NUMBER: 37-20617

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	VERNA LOPES 602 W 620 N SHOSHONE, ID 83352 (208)886-7031
Current Owner	JOE LOPES 602 W 620 N SHOSHONE, ID 83352 (208)886-7031
Original Owner	DORIS R TOSTE 602 W 620 N SHOSHONE, ID 83352 (208)886-2940
Original Owner	JOHN M TOSTE 602 W 620 N SHOSHONE, ID 83352 (208)886-2940
Original Owner	DORIS R TOSTE 4521 CORA LN MERCED, CA 95340-9023 (209)722-8483
Original Owner	JOHN M TOSTE 4521 CORA LN MERCED, CA 95340-9023 (209)722-8483

Priority Date: 06/01/1956

Basis: Decreed

Status: Active

SourceTributary

GROUND WATER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
STOCKWATER	01/01 to 12/31	0.140 CFS	20.70 AF
COMMERCIAL	01/01 to 12/31	0.140 CFS	20.70 AF
	<u>Total Diversion:</u>	0.140 CFS	20.70 AF

Location of Point(s) of Diversion

GROUND WATER SE1/4SW1/4 Sec. 35, Twp 04S, Rge 16E, B.M.
LINCOLN County

Place of Use

STOCKWATER

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
04S	16E	35												X					

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 37-20617

COMMERCIAL

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04S	16E	35												X				X	
05S	16E	2		X			X												

Conditions of Approval:Remarks:

- General This right was renumbered from 36-15624 upon the approval of Transfer 69057. This right is a split from former right 36-4157.
Commercial use is for a dairy barn.
See Transfer 69057 for Conditions of Approval.

Comments:Dates and Other Information:

Claim Received Date:
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 State or Federal:
 Owner Name Connector:
 Water District Number:
 Generic Max Rate Per Acre:
 Generic Max Volume Per Acre: 20.7
 Swan Falls Trust or Nontrust: False
 Swan Falls Dismissed:
 DLE Act Number:
 Carey Act Number:
 Mitigation Plan: AND/OR



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

SOUTHERN REGION

June 5, 2002

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

JOE LOPES
VERNA LOPES
602 W 620 N
SHOSHONE ID 83352

Re: SRBA Claim(s) 37-20617

Dear Mr. and Mrs. Lopes:

Pursuant to the change in ownership request that has been submitted to the Department, we have changed the record of current ownership to you. Please find the enclosed copies of the computer records of the claim(s) noting the change in claimant. Review these records and if there is an error, or you have any questions, please contact this office.

Sincerely,

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

Trish Fawcett
Technical Records Specialist

Enc.

RECEIVED
MAY 22 2002
Department of Water Resources
Southern Region

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

RECEIVED
MAY 07 2002
Department of Water Resources
Southern Region

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
36-15624	37-20617	—			
36-04157		—			
		—			
		—			
		—			

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) Doris + John Toste
4521 Cora Ln Merced, CA 95340-9023
4. New Owner/Claimant(s) Joe, Verna Lopes
Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
- New Mailing Address 602 W 620 N
- City, State and ZIP Code Shoshone, ID 83352
- New Telephone Number 208 886-7031
5. Date you acquired the property 10-31-01

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

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>36-15624</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
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Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

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

Lee S Lopez
Verma S Lopez

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

For Office Use Only

Received by _____ Date _____ Fee _____
 Received by _____ Date _____ Receipt No. _____
 Processed by [Signature] AJ Date 5/23/02 WR _____ Date _____

WARRANTY DEED

#GGL-02524

STATE OF IDAHO COUNTY OF LINCOLN Recorded at the request of LAND TITLE & ESCROW	171478
OCT 31 2001	
at 20 minutes past 4 P. M. recorded by <i>Robert J. Baker</i> Fee: <i>6.00</i> Return to: <i>Alone</i> <i>By hand.</i>	

RECEIVED

MAY 22 2002

Department of Water Resources
Southern Region

For Value Received

JOHN M. TOSTE and DORIS R. TOSTE, husband and wife

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Joe S. Lopes and Verna F. Lopes, husband and wife
Address: 602 West 620 North, Shoshone, ID 83352

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

Parcel No. 1:

TOWNSHIP 4 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, LINCOLN COUNTY, IDAHO

Section 35: SE $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$.

AND

TOWNSHIP 5 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, LINCOLN COUNTY, IDAHO

Section 2: Government Lots 2 and 3.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

TOWNSHIP 5 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, LINCOLN COUNTY, IDAHO

Section 2: A parcel of land located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$, described as follows:

Commencing at the Northwest corner of said Section 2, from which the West quarter corner of Section 2 bears South 00°25'38" West, 2605.66 feet;
Thence South 89°40'30" East along the North boundary of the NW $\frac{1}{4}$ of Section 2 for a distance of 36.22 feet to the standard section corner common to Sections 34 and 35 of Township 4 South, Range 16 East, Boise Meridian;
Thence North 89°59'00" East along the North boundary of the NW $\frac{1}{4}$ of Section 2, Township 5 South, Range 16 East, for a distance of 1334.61 feet to THE TRUE POINT OF BEGINNING;
Thence continuing North 89°59'00" East along the North boundary of the NW $\frac{1}{4}$ of Section 2 for a distance of 790.00 feet;
Thence South 02°34'00" West for a distance of 276.00 feet;
Thence South 89°59'00" West parallel with the North boundary of Gov't Lot 3 of Section 2 for a distance of 779.60 feet;
Thence North 00°24'30" East for a distance of 275.73 feet to THE TRUE POINT OF BEGINNING.

SUBJECT TO a 25.0 foot wide county road easement along the North boundary of the before described parcel.

SUBJECT TO a 20.0 foot wide easement for the use and maintenance of an irrigation ditch, said easement being adjacent to and on the Easterly side of the Westerly boundary of the before described parcel.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 2001 and subsequent years, taxes are an accruing lien, not yet due or payable.

Assessments of the American Falls Reservoir District No. 2 and the rights and powers of said District as by law provided.

Assessments of the Big Wood Canal Company and the rights and powers of said Company as by law provided.

Right of way for canals, laterals and waste ditches of Big Wood Canal Company.

Reservations set forth in Patent from the United States of America to Clarence R. Tews dated March 25, 1940, recorded July 29, 1940 in Book 38 of Deeds Page 541 as Instrument Number 79236, Lincoln County records, affecting the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 35, Township 4 South, Range 16, E.B.M.

Terms and conditions of Easement Deed by and between Shoshone Highway District No. 2, Grantor, and Lone Star Water Users Cooperative Association, Incorporated, Grantee, dated September 7, 1940, recorded November 1, 1940 in Book 38 of Deeds Page 575 as Instrument Number 79553, Lincoln County records.

Reservations set forth in Patent from the United States of America to Leslie Marion Cody dated January 26, 1943, recorded May 15, 1943 in Book 39 of Deed Page 273 as Instrument Number 83941, Lincoln County records, affecting Lots 2 and 3 of Section 2, Township 5 South, Range 16, E.B.M.

Power Line Easement given by The Federal Land Bank of Spokane to Idaho Power Company, a corporation, dated December 5, 1941, recorded May 15, 1942 in Book 5 Page 120 as Instrument Number 84083, Gooding County records, affecting a portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 1, Township 7 South, Range 13, E.B.M.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including but not limited to 142 shares of Stock in ~~Big Wood Canal Company~~ ^{American Falls No. 2} and also including any licensed domestic or irrigation water rights, and licenses with the State of Idaho.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The 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 incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: October 31, 2001

John M. Toste
JOHN M. TOSTE

Doris R. Toste
DORIS R. TOSTE

STATE OF CALIFORNIA)
) ss.
COUNTY OF Merced)

On this 30 day of October, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared **JOHN M. TOSTE and DORIS R. TOSTE**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Mac Call
Notary Public
Residing at: Merced
My Commission expires: 12/22/03



05S16E

NEW
NWNE

06 LT04	06 LT03	06 LT02	06 LT01	05 LT04	05 LT03	05 LT02	05 LT01	04 LT04	04 LT03	04 LT02	04 LT01	03 LT04	03 LT03	03 LT02	03 LT01	02 LT04	02 LT03	02 LT02	02 LT01	01 LT04	01 LT03	01 LT02	01 LT01
06 LT05	06 SENW	06 SWNE	06 SENE	05 SWNW	05 SENW	05 SWNE	05 SENE	04 SWNW	04 SENW	04 SWNE	04 SENE	03 SWNW	03 SENW	03 SWNE	03 SENE	02 SWNW	02 SENW	02 SWNE	02 SENE	01 SWNW	01 SENW	01 SWNE	01 SENE
06 LT08	06 NESW	06 NWSE	06 NESE	05 NWNW	05 NESW	05 NWNE	05 NESE	04 NWNW	04 NESW	04 NWNE	04 NESE	03 NWNW	03 NESW	03 NWNE	03 NESE	02 NWNW	02 NESW	02 NWNE	02 NESE	01 NWNW	01 NESW	01 NWNE	01 NESE
06 LT07	06 SESE	06 SWSE	06 SESE	05 SESE	05 SESE	05 SESE	05 SESE	04 SESE	04 SESE	04 SESE	04 SESE	03 SESE	03 SESE	03 SESE	03 SESE	02 SESE	02 SESE	02 SESE	02 SESE	01 SESE	01 SESE	01 SESE	01 SESE
07 LT01	07 NENW	07 NWNE	07 NENE	06 NWNW	06 NENW	06 NWNE	06 NENE	05 NWNW	05 NENW	05 NWNE	05 NENE	04 NWNW	04 NENW	04 NWNE	04 NENE	03 NWNW	03 NENW	03 NWNE	03 NENE	02 NWNW	02 NENW	02 NWNE	02 NENE
07 LT02	07 SENW	07 SWNE	07 SENE	06 SWNW	06 SENW	06 SWNE	06 SENE	05 SWNW	05 SENW	05 SWNE	05 SENE	04 SWNW	04 SENW	04 SWNE	04 SENE	03 SWNW	03 SENW	03 SWNE	03 SENE	02 SWNW	02 SENW	02 SWNE	02 SENE
07 LT03	07 NESW	07 NWSE	07 NESE	06 NWNW	06 NESW	06 NWNE	06 NESE	05 NWNW	05 NESW	05 NWNE	05 NESE	04 NWNW	04 NESW	04 NWNE	04 NESE	03 NWNW	03 NESW	03 NWNE	03 NESE	02 NWNW	02 NESW	02 NWNE	02 NESE
07 LT04	07 SESE	07 SWSE	07 SESE	06 SESE	06 SESE	06 SESE	06 SESE	05 SESE	05 SESE	05 SESE	05 SESE	04 SESE	04 SESE	04 SESE	04 SESE	03 SESE	03 SESE	03 SESE	03 SESE	02 SESE	02 SESE	02 SESE	02 SESE
18 LT01	18 NENW	18 NWNE	18 NENE	17 NWNW	17 NENW	17 NWNE	17 NENE	16 NWNW	16 NENW	16 NWNE	16 NENE	15 NWNW	15 NENW	15 NWNE	15 NENE	14 NWNW	14 NENW	14 NWNE	14 NENE	13 NWNW	13 NENW	13 NWNE	13 NENE
18 LT02	18 SENW	18 SWNE	18 SENE	17 SWNW	17 SENW	17 SWNE	17 SENE	16 SWNW	16 SENW	16 SWNE	16 SENE	15 SWNW	15 SENW	15 SWNE	15 SENE	14 SWNW	14 SENW	14 SWNE	14 SENE	13 SWNW	13 SENW	13 SWNE	13 SENE
18 LT03	18 NESW	18 NWSE	18 NESE	17 NWNW	17 NESW	17 NWNE	17 NESE	16 NWNW	16 NESW	16 NWNE	16 NESE	15 NWNW	15 NESW	15 NWNE	15 NESE	14 NWNW	14 NESW	14 NWNE	14 NESE	13 NWNW	13 NESW	13 NWNE	13 NESE
18 LT04	18 SESE	18 SWSE	18 SESE	17 SESE	17 SESE	17 SESE	17 SESE	16 SESE	16 SESE	16 SESE	16 SESE	15 SESE	15 SESE	15 SESE	15 SESE	14 SESE	14 SESE	14 SESE	14 SESE	13 SESE	13 SESE	13 SESE	13 SESE
19 LT01	19 NENW	19 NWNE	19 NENE	20 NWNW	20 NENW	20 NWNE	20 NENE	21 NWNW	21 NENW	21 NWNE	21 NENE	22 NWNW	22 NENW	22 NWNE	22 NENE	23 NWNW	23 NENW	23 NWNE	23 NENE	24 NWNW	24 NENW	24 NWNE	24 NENE
19 LT02	19 SENW	19 SWNE	19 SENE	20 SWNW	20 SENW	20 SWNE	20 SENE	21 SWNW	21 SENW	21 SWNE	21 SENE	22 SWNW	22 SENW	22 SWNE	22 SENE	23 SWNW	23 SENW	23 SWNE	23 SENE	24 SWNW	24 SENW	24 SWNE	24 SENE
19 LT03	19 NESW	19 NWSE	19 NESE	20 NWNW	20 NESW	20 NWNE	20 NESE	21 NWNW	21 NESW	21 NWNE	21 NESE	22 NWNW	22 NESW	22 NWNE	22 NESE	23 NWNW	23 NESW	23 NWNE	23 NESE	24 NWNW	24 NESW	24 NWNE	24 NESE
19 LT04	19 SESE	19 SWSE	19 SESE	20 SESE	20 SESE	20 SESE	20 SESE	21 SESE	21 SESE	21 SESE	21 SESE	22 SESE	22 SESE	22 SESE	22 SESE	23 SESE	23 SESE	23 SESE	23 SESE	24 SESE	24 SESE	24 SESE	24 SESE
20 LT01	20 NENW	20 NWNE	20 NENE	21 NWNW	21 NENW	21 NWNE	21 NENE	22 NWNW	22 NENW	22 NWNE	22 NENE	23 NWNW	23 NENW	23 NWNE	23 NENE	24 NWNW	24 NENW	24 NWNE	24 NENE	25 NWNW	25 NENW	25 NWNE	25 NENE
20 LT02	20 SENW	20 SWNE	20 SENE	21 SWNW	21 SENW	21 SWNE	21 SENE	22 SWNW	22 SENW	22 SWNE	22 SENE	23 SWNW	23 SENW	23 SWNE	23 SENE	24 SWNW	24 SENW	24 SWNE	24 SENE	25 SWNW	25 SENW	25 SWNE	25 SENE
20 LT03	20 NESW	20 NWSE	20 NESE	21 NWNW	21 NESW	21 NWNE	21 NESE	22 NWNW	22 NESW	22 NWNE	22 NESE	23 NWNW	23 NESW	23 NWNE	23 NESE	24 NWNW	24 NESW	24 NWNE	24 NESE	25 NWNW	25 NESW	25 NWNE	25 NESE
20 LT04	20 SESE	20 SWSE	20 SESE	21 SESE	21 SESE	21 SESE	21 SESE	22 SESE	22 SESE	22 SESE	22 SESE	23 SESE	23 SESE	23 SESE	23 SESE	24 SESE	24 SESE	24 SESE	24 SESE	25 SESE	25 SESE	25 SESE	25 SESE
21 LT01	21 NENW	21 NWNE	21 NENE	22 NWNW	22 NENW	22 NWNE	22 NENE	23 NWNW	23 NENW	23 NWNE	23 NENE	24 NWNW	24 NENW	24 NWNE	24 NENE	25 NWNW	25 NENW	25 NWNE	25 NENE	26 NWNW	26 NENW	26 NWNE	26 NENE
21 LT02	21 SENW	21 SWNE	21 SENE	22 SWNW	22 SENW	22 SWNE	22 SENE	23 SWNW	23 SENW	23 SWNE	23 SENE	24 SWNW	24 SENW	24 SWNE	24 SENE	25 SWNW	25 SENW	25 SWNE	25 SENE	26 SWNW	26 SENW	26 SWNE	26 SENE
21 LT03	21 NESW	21 NWSE	21 NESE	22 NWNW	22 NESW	22 NWNE	22 NESE	23 NWNW	23 NESW	23 NWNE	23 NESE	24 NWNW	24 NESW	24 NWNE	24 NESE	25 NWNW	25 NESW	25 NWNE	25 NESE	26 NWNW	26 NESW	26 NWNE	26 NESE
21 LT04	21 SESE	21 SWSE	21 SESE	22 SESE	22 SESE	22 SESE	22 SESE	23 SESE	23 SESE	23 SESE	23 SESE	24 SESE	24 SESE	24 SESE	24 SESE	25 SESE	25 SESE	25 SESE	25 SESE	26 SESE	26 SESE	26 SESE	26 SESE

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

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
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 MAY 07 2002
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 Boise, ID 83720

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36-15624	37-20617	—	_____	_____	—
36-04157	_____	—	_____	_____	—
_____	_____	—	_____	_____	—
_____	_____	—	_____	_____	—
_____	_____	—	_____	_____	—

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- A. The appropriate **FILING FEE**. See instructions for fee amounts.
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3. Name and Address of Former Owner/Claimant(s) Doris + John Toste
4521 Cora Ln Merced, CA 95340-9023
4. New Owner/Claimant(s) Joe, Verna Lopes
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Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other	_____	_____
Total	_____	_____

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Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other	_____	_____
Total	_____	_____

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

See S Lopez
Kevin S Lopez

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

For Office Use Only

Received by _____	Date _____	Fee _____
Received by _____	Date _____	Receipt No. _____
Processed by _____ AJ	Date _____	WR _____ Date _____



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

SOUTHERN REGION

May 20, 2002

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

JOE LOPES
VERNA LOPES
602 W 620 N
SHOSHONE ID 83352

RE: OWNERSHIP CHANGE FOR ADJUDICATION CLAIM 37-20617

Dear Claimant(s):

Thank you for returning the NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP form. Our records, however, cannot be updated without the required information listed under item 2 of the ownership change form. Specifically, we need a copy of your warranty deed, title policy or contract of sale (with attached legal description) along with a plat or survey map.

Enclosed is your original ownership change form. Please attach the required information and return the entire packet in the enclosed self-addressed envelope. As soon as this information is received, our records will be updated and you will be notified by mail that the change has been completed.

Thank you for your prompt attention to this matter and should you have any questions please feel free to contact me.

Sincerely,

Trish Fawcett
Technical Records Specialist

enc.

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 36-15624
Date Received: 11/8/2001
Receipt No:
Received By:

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

1. Name of Claimant(s)

JOHN M TOSTE
602 W 620 N
SHOSHONE ID USA 83352

Phone: (208)886-2940

DORIS R TOSTE
602 W 620 N
SHOSHONE ID USA 83352

Phone: (208)886-2940

JOHN M TOSTE
4521 CORA LN
MERCED CA USA 95340-9023

Phone: (209)722-8483

DORIS R TOSTE
4521 CORA LN
MERCED CA USA 95340-9023

Phone: (209)722-8483

2. Date of Priority: 06/01/1956

3. Source: GROUND WATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
04S	16E	35	SE SW	LINCOLN	

5. Description of diverting works:

Pumps, pipes, distribution system to dairy & corrals.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
STOCKWATER	01/01	12/31	0.14	20.7
COMMERCIAL	01/01	12/31	0.14	20.7

7. Total Quantity Appropriated is:
0.14 C.F.S. and/or 20.7 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
04S	16E	35	SE	SW	STOCKWATER	
			SE	SW	COMMERCIAL	
			SW	SE	COMMERCIAL	
05S	16E	2	NW	NE	COMMERCIAL	
			NE	NW	COMMERCIAL	

11. Place of use in counties: LINCOLN

12. Do you own the property listed above as place of use? No

13. Other Water Rights Used:

14. Remarks:

Use of water under this right may be affected by an agreement between the protestant and the right holder.

Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.

Commercial use is for a dairy barn.

The place of commercial use authorized by this approval includes land upon which wastewater may be applied for irrigation purposes to satisfy water quality requirements. water diverted under this approval shall not be used for irrigation unless the water is first used in the dairy as authorized by this approval.

The dairy operation authorized under this approval shall comply with applicable county zoning and use ordinances.

Use of water under this approval shall comply with applicable water quality standards of the Department of Environmental Quality.

The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.

Failure of the right holder to comply with the conditions of this transfer is cause for the director to rescind approval of the transfer.

Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

15. Basis of Claim: Statutory Claim

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

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

CIVIL CASE NUMBER: 39576

Ident. Number: **A36-04157**
Date Received: 3/21/1989
Receipt No: S006603
Received By: _____

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

1. Name: KEVIN ANDREWS 208-536-2319
Address: 1763 E 3000 S
WENDELL, ID 83355

AND/OR

Name: DONNA ANDREWS 208-536-2319
Address: 1763 E 3000 S
WENDELL, ID 83355

2. Date of Priority: JUN 1, 1956

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
07S	15E	30		NE	SW		GOODING

5. Description of diverting works:
WELL, PUMP

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 240.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
07S	15E	30	NW	SW		IRR	40.0

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
07S	15E	30	SW	SW		IRR	40.0
Section Acres							80.0
Total Acres							80.0

11. Place of use in counties: GOODING

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

13. Other Water Rights Used:
NONE

14. Remarks:
OWNERSHIP CHANGE 5/14/91 BY JG.

15. Basis of Claim: STATUTORY CLAIM

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

MICROFILMED
FEB 01 1993

State of Idaho)
) SS.
County of _____)

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

Notary Public

Seal

Residing at _____

My Commission Expires _____

MICROFILMED
FEB 01 1993



First American Title Company

P.O. BOX 446, 102 FIFTH AVENUE EAST, GOODING, IDAHO 83330
TELEPHONE (208) 934-4427

March 12, 1991

RECEIVED

MAR 14 1991

Department of Water Resources
2148 4th Ave East
Twin Falls, ID 83301

Department of Water Resources
Southern Region Office

RE: TRANSFER CLAIM A36-04157

ATTN:

Sir/Madame:

You will please find enclosed the following documents indicated by the "XX" marks which we are sending to you in connection with the above matter:

() Original Note	() Commitment for Title Ins.
() Copy of Note	() Copy of Commitment
() Original Deed of Trust	() Original Title Policy #
() Copy of Deed of Trust	() Copy of Title Policy #
() Original Warranty Deed	() Date Down Endorsement
(xx) Copy of Warranty Deed	() Copy of Restrictive Covenants
() Preliminary Billing	() Copy of Plat
() Final Billing	() Copy of Exception No. #
() Original Deed of Recon.	() Copy of Exception No. #
() Copy of Deed of Recon.	() Copy of Exception No. #
() Original Assign. of D.T.	()
() Copy of Assign. of D.T.	()
()	()
()	()
(xx) Change in Ownership	()
()	()

Very truly yours,

FIRST AMERICAN TITLE COMPANY

BY: Teresa
Teresa L. Foster
Escrow Assistant

MICROFILMED
FEB 01 1993

CHANGE IN OWNERSHIP OF NOTICE OF CLAIM

[] Water Right Number(s): A 36-04157

[] Name and Address of
Former Claimant: Owen Keith Jensen and Lois D. Jensen AND
Jack A. McEntire and Rose Marie McEntire
2327 128th Avenue SE
Bellevue, WA 98005

[] New Claimant(s): Kevin Andrews and Donna Andrews

[] New Mailing Address: 1763 E 3000 S
Wendell, ID 83355

New Telephone Number: (208) 536-2319

[] Does the change in ownership result in a splitting of the
water right claimed? yes x no

If yes, then describe the portion of the water right that is
now claimed by the new owner:

[X] Attach proof of ownership
Describe proof attached: Copy of Warranty Deed

[] Signature of New Claimant(s): Kevin Andrews
Donna Andrews

Date: March 11, 1991

FOR IDWR USE ONLY:

Initial Review and Data-Entry
Date: 5/14/91 By: SL

Further Action Needed:

Further Action Taken

Date: By:

Final Review and Data-Entry

Date: 5/14/91 By: SL

Claim Numbers of Split, if any:

RECEIVED

MAR 14 1991

Department of Water Resources
Southern Region Office

MICROFILMED
FEB 01 1993



WARRANTY DEED

Lois D. Jensen, a widow,
hereinafter referred to as Grantor, does hereby grant, bargain, sell, and convey unto
Kevin Andrews and Donna Andrews, husband and wife,
hereinafter referred to as Grantee, whose current address is
1763 E. 3000 S., Wendell, ID, 83355
the following described premises, to-wit:

That portion of the Southwest Quarter of Section 30, Township 7
South, Range 15 East of the Boise Meridian, Gooding County, Idaho,
described as follows:

Beginning at a point in the half Section line 61.72 rods
West of the center of said Section, THE TRUE POINT OF
BEGINNING;
Thence West on said half Section line 1319.9 feet more or
less to the Quarter corner between Section 30, Township 7
South, Range 15 East of the Boise Meridian, and Section 25,
Township 7 South, Range 14, East of the Boise Meridian;
Thence South 2640 feet more or less to the Section corner;
Thence East 1328.9 feet more or less on the South boundary of
said Section to a point due South of the Point of Beginning;
Thence North 2640 feet more or less to THE POINT OF BEGINNING.

143998

STATE OF IDAHO, COUNTY OF GOODING

Filed for record at the request of **FIRST AMERICAN TITLE**

20 min. past 1 o'clock P M. this 11th
of March, 1991.

JOHN A. MYERS, Recorder

By Alberta Stiles Dep. for 3-20

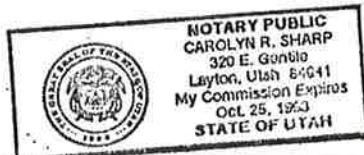
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said
Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant
to and with the said Grantee, that Grantor is the owner in fee simple of said
premises; that said premises are free from all encumbrances except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

Dated: March 7, 1991.

Lois D. Jensen
Lois D. Jensen

STATE OF UTAH)
COUNTY OF DAVIS) SS

On This 7th day of March, in the year 1991, before me, a Notary Public
in and for said State, personally appeared Lois D. Jensen, known or identified to
me to be the person whose name is subscribed to the within Instrument, and
acknowledged to me that she executed the same.



Carolyn R. Sharp
Notary Public for Utah
Residing at: -
Commission Expires: -

RECEIVED

MAR 14 1991

Department of Water Resources
Southern Region Office

MICROFILMED
FEB 11 1993

First American Title Company of Idaho



WARRANTY DEED

Jack A. McEntire and Rose Marie McEntire, husband and wife
hereinafter referred to as Grantor, does hereby grant, bargain, sell, and convey unto
Kevin Andrews and Donna Andrews, husband and wife,
hereinafter referred to as Grantee, whose current address is
1763 3000 S., Wendell, ID, 83355

the following described premises, to-wit:

That portion of the Southwest Quarter of Section 30, Township 7
South, Range 15 East of the Boise Meridian, Gooding County, Idaho,
described as follows:

Beginning at a point in the half Section line 61.72 rods
West of the center of said Section, THE TRUE POINT OF
BEGINNING;
Thence West on said half Section line 1319.9 feet more or
less to the Quarter corner between Section 30, Township 7
South, Range 15 East of the Boise Meridian, and Section 25,
Township 7 South, Range 14, East of the Boise Meridian;
Thence South 2640 feet more or less to the Section corner;
Thence East 1328.9 feet more or less on the South boundary of
said Section to a point due South of the Point of Beginning;
Thence North 2640 feet more or less to THE POINT OF BEGINNING.

143997

STATE OF IDAHO, COUNTY OF GOODING

Filed for record at the request of FIRST AMERICAN TITLE

20 min. past 1 o'clock P M. this 11th
of March, 1991.

JOHN A. MYERS, Recorder

By Cuberta Sales Deg. per 3.00

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

Dated: March 10th, 1991.

Jack A. McEntire
Jack A. McEntire

Rose Marie McEntire
Rose Marie McEntire

STATE OF WASHINGTON)
: ss
COUNTY OF KING)

On This 16th day of March, in the year 1991, before me, a Notary Public
in and for said State, personally appeared Jack A. McEntire and Rose Marie McEntire,
known or identified to me to be the person whose name is subscribed to the within
Instrument, and acknowledged to me that she executed the same.



Notary Public for Washington
Residing at: Bismillah
Commission Expires: 4-8-93

RECEIVED

MAR 11 1991

Department of Water Resources
Southern Region Office

First American Title Company of Idaho



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 734-3578

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

15-May-1991 08:35

First American Title Company
Teresa L. Foster
Escrow Assistant
P O Box 446
102 Fifth Ave. East
Gooding, ID 83330

Re: Change of Ownership Adjudication Claim A36-04157 - Jensen/McEntire

Dear Ms. Foster:

Pursuant to the notification that you are representing the new claimants on the above-referenced Adjudication Claim, the Department has changed the record(s) of the current owner as you requested. I am enclosing a copy of the computerized Claim.

Please review the record(s) and should you have any questions, please feel free to call this office.

Sincerely,

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

Judy Givens
Adjudication Secretary

/jg

Enclosures

MICROFILMED
FEB 01 1993

0661 48 100

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

**Application for Extension of Time to Avoid Forfeiture
of a Water Right**

Section 42-222 of the Idaho Code provides that a water right shall be lost and forfeited and the water revert to the state upon the failure of a water user to apply the water to beneficial use for a period of five (5) years. The Director may allow an additional five (5) year period of non-use without forfeiture upon a showing of reasonable cause.

Complete fully the following application and submit it to the Department of Water Resources, Statehouse, Boise, Idaho, 83720, with the statutory fee of ~~\$10.00~~ ^{\$150.00 - fee} if the application involves 0.2 cfs or 20 acre feet or ~~\$30.00~~ if in excess of these amounts.

1. Name of water right holder JACK A. Mc ENTIRE
Post office address 2327 128th AVE S.E. BELLEVUE, WA 98005
2. The right was obtained or is evidenced by:
 - a. Decree to _____ in Case of _____
(Name)
vs. _____, Dated _____ in _____
(Name of Court)
Court, County of _____ Fully describe decree _____
 - b. License No. _____ issued by the Department of Water Resources.
 - c. Claim No. A36-04157 on file with the Department of Water Resources.
3. Source of water GROUNDWATER tributary to _____
(Name of stream or source)
4. Date of priority of right 6/1/1956
5. Amount of water a. 1.2 c.f.s. and/or
b. 240 acre feet/annum
6. Water is used for IRRIGATION from 4/1 to 11/1
from _____ to _____
from _____ to _____
(Purpose) (Month-Day) (Month-Day)
7. Location of point of diversion is NE 1/4 SW 1/4 of Section 30
Township 7N, Range 15E, B.M., in GOODING County;
Additional points of diversion, if any, _____

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
<u>7N</u>	<u>15E</u>	<u>30</u>									<u>25</u>	<u>35</u>							<u>60</u>

Total number of acres irrigated 60

15. Basis of Claim (check one) Beneficial Use ☒ Posted Notice ☐ License ☐ Permit ☐
Decree ☐
If applicable provide IDWR Water Right Number 36-4157
Court Case Number Decree Date
Plaintiff vs Defendant

16. Signature (s)

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

Number of attachments

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Date
 Date

For Organizations: I do solemnly swear or affirm that I am SR. PARTNER Title
of Lamar's Frostop Organization, that I have signed the foregoing
document in the space below as SR. PARTNER Title of Lamar's Frostop Organization
and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent Jack A. McEntire

Title and Organization SR. PARTNER Lamar's Frostop Date 15 March 1989

State of Idaho/or WASHINGTON)
County of KING) SS.

Subscribed and sworn (or affirmed) before me this fifteenth day of March 19 89

SEAL

Notary Public Samuel R. Cheema

Residing at Kent, Washington

My Commission Expires LAUREL R. CHEEMA
Notary Public, King County
Commission Exp. 2-1-92

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature

Address

Date

Last Name McEntire & Jensen Ident. Number

MICROFILMED
FEB 01 1993

FROM Jim Stanton

DATE 1-8-91

TO File

SUBJECT Request for Expedited Processing of App. for Extension of Time to Avoid Forfeiture

Right holder wants to sell this property, but the interested party won't buy the place until the extension request is approved. Proposed closing date is March 1 of this year. Realtor representing the parties requests that processing of the extension request be completed as soon as possible so that the sale can close on March 1. She stated that the new owner would use the well this year, so it doesn't appear that the extension is actually needed. But apparently the new buyer won't buy the place unless the extension is approved; timely approval would sure help.



SIGNATURE

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

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

CIVIL CASE NUMBER: 39576

Ident. Number: A36-04157
Date Received: 3/21/1989
Receipt No: S006603
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: JACK A. MC ENTIRE 206-746-9791
Address: 2327 128TH AVE SE
BELLEVUE, WA 98005

AND/OR

Name: LOIS JENSEN
Address: BELLEVUE, WA 98005

2. Date of Priority: JUN 01, 1956

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
07S	15E	30	NE	SW			GOODING

5. Description of diverting works:
WELL, PUMP

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 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
07S	15E	30	NW	SW		IRR	40.0
			SW	SW		IRR	40.0
						Section Acres	80.0
						Total Acres	80.0

11. Place of use in counties: GOODING

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

13. Other Water Rights Used:

14. Remarks:

15. Basis of Claim: STATUTORY CLAIM

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FEB 01 1993

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

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

Notary Public

Seal

Residing at _____

My Commission Expires _____

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: 39356

Ident. Number _____

Date Received _____

Receipt Number _____

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

RECEIVED

AUG 29 1988

Department of Water Resources
Southern Region Office

Please type or print clearly

1. Name of Claimant (s) JACKIE McENTIRE & LOIS JANSEN Phone (206) 746-9791Mailing Address 2327 128th AVE SE. BELLEVUE WA Zip 980052. Date of Priority (Only one (1) per claim) MARCH 1, 1951 (6/1/1956) ^{LW}3. Source of water supply (a) GROUNDWATER
which is tributary to (b) _____4. a. Location of existing point of diversion is: Township 2S Range 15E Section 30,
SE 1/4 of NW 1/4 of SW 1/4, Govt. Lot, _____ B.M., County of GOODING

Additional points of diversion if any: _____

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of

_____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well.WELL WITH PUMP 180' DEEP
WITH GRAVITY FLOW SYSTEMMICROFILMED
FEB 01 1993

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For IRRIGATION purposes from APRIL to NOV amount 1.6 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 1.6 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is 240 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) _____

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
<u>7</u>	<u>15</u>	<u>30</u>										<u>40</u>	<u>40</u>						

Total number of acres irrigated 80

11. In which county (ies) are lands listed above as place of use located? GOODING

12. Do you own the property listed above as place of use? Yes ✓ No _____
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above. _____ or None (✓)

14. Remarks: THE FARM IS OWNED BY A PARTNERSHIP OF M-ENTINE
& JENSEN. O. KEITH HAS PASSED AND HIS WIFE LOIS
IS NOW THE PARTNER

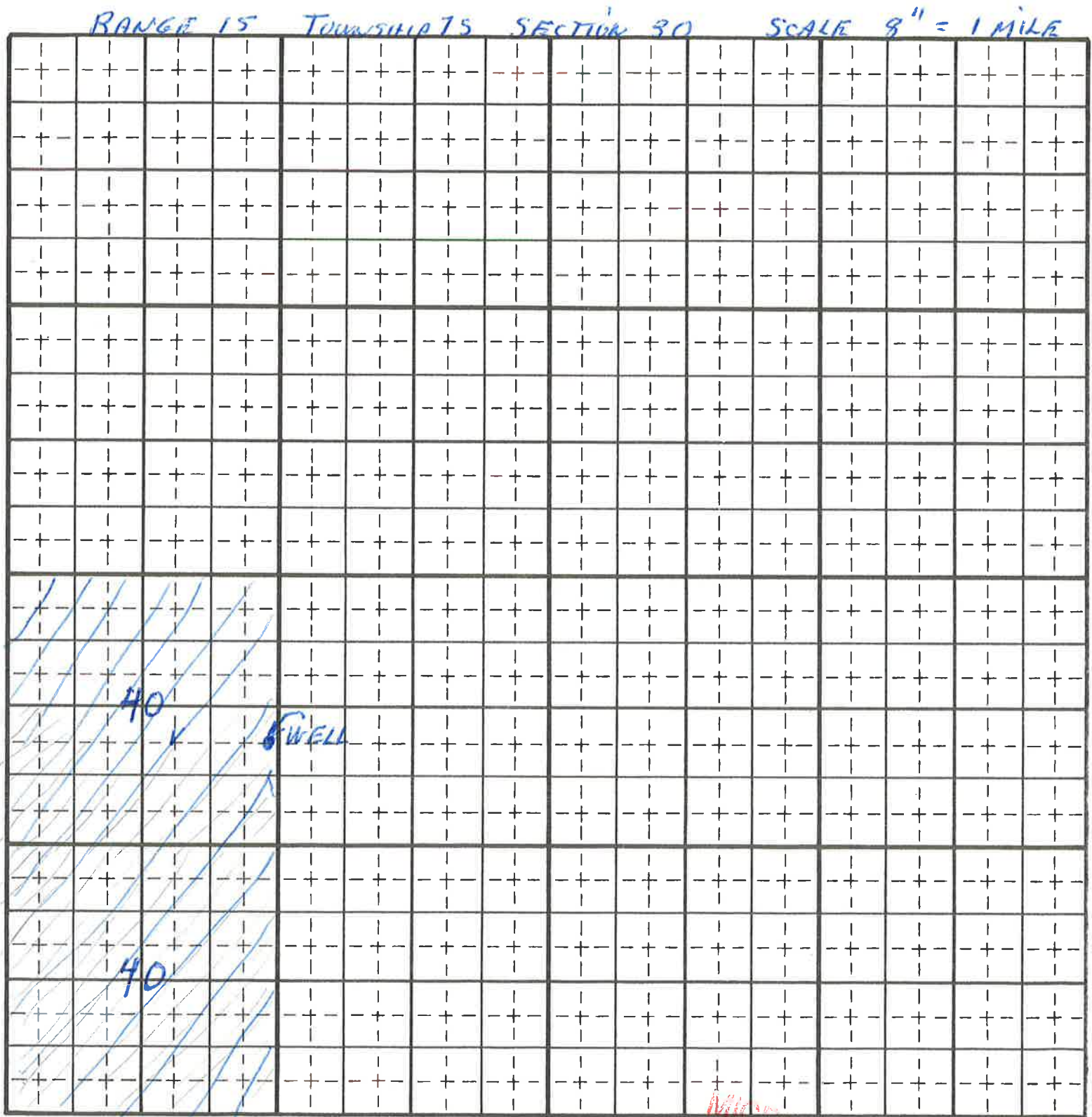
MICROFILMED
FEB 11 1993

Last Name M-ENTINE & JENSEN Ident No. _____

Copies: White -State, Yellow-Claimant

Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: 2 inches equals 1 mile



MICROFILMED
FEB 01 1993

Last Name M-SENTIRE & JENSEN Ident No. _____

Copies: White-State, Yellow-Claimant

9. Give last date when water was applied to beneficial use 1985 * Permit Bill attached
Length of extension of time requested 5 years, or until 1 Nov 1995
(Date)

10. Explain fully your reasons for requesting an extension of time within which to resume the use of your water right and reasons for non-use As an absentee land owner I was not aware of the 5 year non use statute in Idaho law. I have had continuous agreement (lease agreement attached) since I took ownership of the property in 1962. My agent and the lessee failed to live up to the terms of the agreement. The farm will be put under irrigation as soon as possible

I hereby assert that no one will be injured by such extension. The information contained in this application is true to the best of my knowledge.

Subscribed and sworn to before me this 26th day of October, 19 90.
Jack A. McEntire
(Signature of Applicant)

Lon White
(Notary Public)

My commission expires 5/94 Residing at T.F.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined this application for extension of time within which to resume the use of a water right and I hereby _____ said application subject to the following conditions or reasons.

Witness my hand this _____ day of _____, 19 ____.

(Director)

For Department Use Only

Received by LW Date 10/26/90 Time 9:30 AM Preliminary check by _____
Fee \$ 50 ⁵⁰¹²⁷⁷⁸ Receipted by MB Date 10-26-90 Publication prepared by _____
Published in Gooding Co. Leader Dates "1/7" & "11/11/90"
Publication approved by _____ Date _____ Protests filed by: _____

Copies of protests forwarded by _____ Hearing held by _____ Date _____

Recommended for: // Approval // Denial by _____

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 37-20617 V1

WATER RIGHT NUMBER: 37-20617 V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	DORIS R TOSTE 602 W 620 N SHOSHONE, ID 83352 (208)886-2940
Current Owner	JOHN M TOSTE 602 W 620 N SHOSHONE, ID 83352 (208)886-2940
Current Owner	DORIS R TOSTE 4521 CORA LN MERCED, CA 95340-9023 (209)722-8483
Current Owner	JOHN M TOSTE 4521 CORA LN MERCED, CA 95340-9023 (209)722-8483

Priority Date: 06/01/1956

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
STOCKWATER	01/01 to 12/31	0.140 CFS	20.70 AF
COMMERCIAL	01/01 to 12/31	0.140 CFS	20.70 AF
	<u>Total Diversion:</u>	0.140 CFS	20.70 AF

Location of Point(s) of Diversion

GROUND WATER	SE1/4SW1/4	Sec. 35, Twp 04S, Rge 16E, B.M.
LINCOLN County		

Place of Use

STOCKWATER

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04S	16E	35												X					

COMMERCIAL

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 37-20617 V1

			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
04S 16E 35										X							X		
05S 16E 2			X				X												

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.

Remarks:

1. Explanatory THIS RIGHT IS A SPLIT FROM FORMER RIGHT 36-4157E AND RENUMBERED FROM 36-15624.
2. General THE PLACE OF COMMERCIAL USE AUTHORIZED BY THIS RIGHT INCLUDES LAND UPON WHICH WASTEWATER MAY BE APPLIED FOR IRRIGATION PURPOSES TO SATISFY WATER QUALITY REQUIREMENTS. WATER DIVERTED UNDER THIS RIGHT SHALL NOT BE USED FOR IRRIGATION UNLESS THE WATER IS FIRST USED IN THE DAIRY.
3. Purpose of Use COMMERCIAL USE IS FOR A DAIRY BARN.
4. General USE OF WATER UNDER THIS RIGHT MAY BE AFFECTED BY AN AGREEMENT BETWEEN THE PROTESTANT AND THE RIGHT HOLDER.

Comments:Dates and Other Information:

Decreed Date:
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 Defendant:
 Plaintiff:
 Civil Case Number:
 Judicial District:
 Notice of Error Flag:
 State or Federal:
 Owner Name Connector: OR
 Water District Number:
 Generic Max Rate Per Acre:
 Generic Max Volume Per Acre:
 Swan Falls Trust or Nontrust:
 Swan Falls Dismissed:
 DLE Act Number:
 Carey Act Number:
 Mitigation Plan: False

36-4157

1ST Partial Decree

NAP'D 4-7-2000

A

T-5683

B = 37-8911

C

5716

D (comm & stk) DATA ENTERED

T#

68529

4-2001

F (comm) DATA ENTERED

E

T#

69072

36-15624

36-15625

37-20617

IRR

37-20612

INDUSTRIAL

IDAHO DEPARTMENT OF WATER RESOURCES 11/09/2001
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

NAME AND ADDRESS: DORIS R TOSTE
602 W 620 N
SHOSHONE ID 83352

JOHN M TOSTE
602 W 620 N
SHOSHONE ID 83352

DORIS R TOSTE
4521 CORA LN
MERCED CA 95340-9023

JOHN M TOSTE
4521 CORA LN
MERCED CA 95340-9023

SOURCE: GROUND WATER TRIBUTARY:
QUANTITY: 0.14 CFS
20.7 AFY
PRIORITY DATE: 06/01/1956
POINT OF DIVERSION:

T04S R16E S35 SESW Within LINCOLN County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	01/01 12/31	0.140 CFS
		20.70 AFY
COMMERCIAL	01/01 12/31	0.140 CFS
		20.70 AFY

COMMERCIAL USE IS FOR A DAIRY BARN.

PLACE OF USE: STOCKWATER Within LINCOLN County

T04S R16E S35 SESW

COMMERCIAL Within LINCOLN County

T04S R16E S35	SESW	T04S R16E S35	SWSE
T05S R16E S02	NWNE	T05S R16E S02	NENW

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. USE OF WATER UNDER THIS RIGHT MAY BE AFFECTED BY AN AGREEMENT BETWEEN THE PROTESTANT AND THE RIGHT HOLDER.

THE PLACE OF COMMERCIAL USE AUTHORIZED BY THIS APPROVAL INCLUDES LAND UPON WHICH WASTEWATER MAY BE APPLIED FOR IRRIGATION PURPOSES TO SATISFY WATER QUALITY REQUIREMENTS. WATER DIVERTED UNDER THIS APPROVAL SHALL NOT BE USED FOR IRRIGATION UNLESS THE WATER IS FIRST USED IN THE DAIRY AS AUTHORIZED BY THIS APPROVAL.

EXPLANATORY MATERIAL: Beneficial Use

THIS RIGHT IS A SPLIT FROM FORMER RIGHT 36-4157E.

CLAIM NUMBERS 36-04157

DATE 10/18/97
AGENT JR

TRANSFER NUMBER _____
OBJECTION FILED _____
TOTAL ACRES FROM RECOMMENDATION 50
GEOGRAPHIC INFO SYSTEM 42.7

RIGHT NO	TNS	RNG	SEC	NE				NW				SW				SE			
				NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE
RECOM	075	15E	30									20	30						
GIS												16.73	24.18						
												-3	55.97						
RECOM													-4						
GIS																			
RECOM																			
GIS																			
RECOM																			
GIS																			
RECOM																			
GIS																			

UPDATED

POLYGON #

UPDATED

B36-DBPOU.DBF 608, 609
B36-DBPOD.DBF 594

POLYGON CREATED ON 604 (✓)
ATTRIBUTES OF B36-POU.SHP 608, 609
ATTRIBUTES OF B36-POD.SHP 594, SENWSW-30

polygon #608 = 41.33 Ac. } 42.7
polygon #609 = 1.37 Ac } Ac.

P/U CONFLICT yes () no ()

P/D CONFLICT yes () no ()

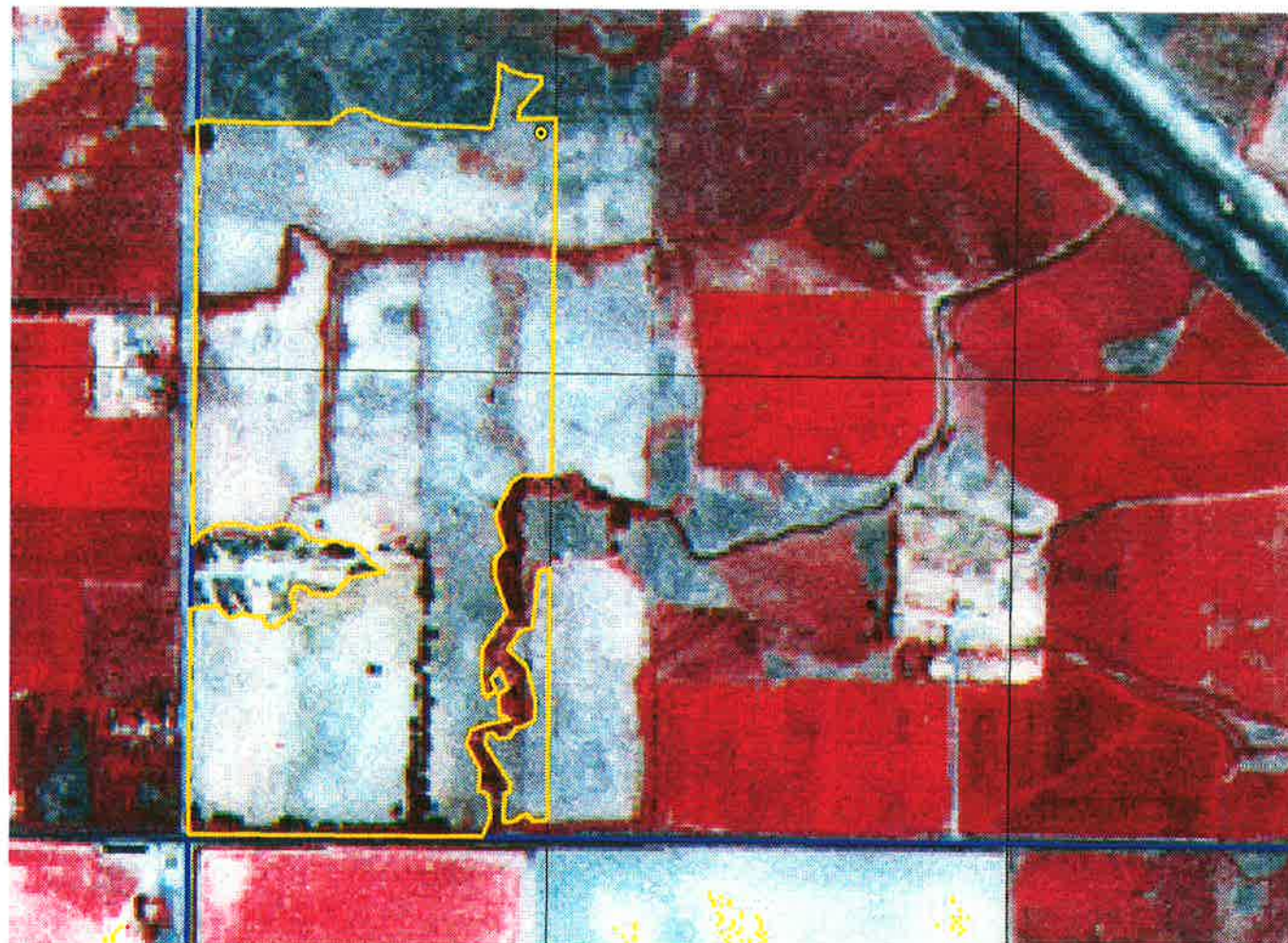
READY FOR DECREE yes () no ()

SENT FOR DECREE yes () no ()

IDAHO DEPARTMENT OF WATER RESOURCES

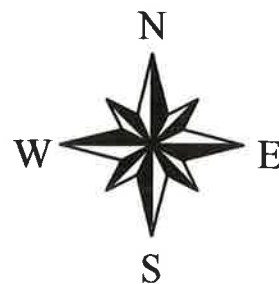
36-04157

KEVIN & DONNA ANDREWS



660 0 660 1320 Feet

TNS 7S, RNG 15E, SEC 30



⊙ RECOMMENDED POINT OF DIVERSION

RECOMMENDED PLACE OF USE

SECTION LINES

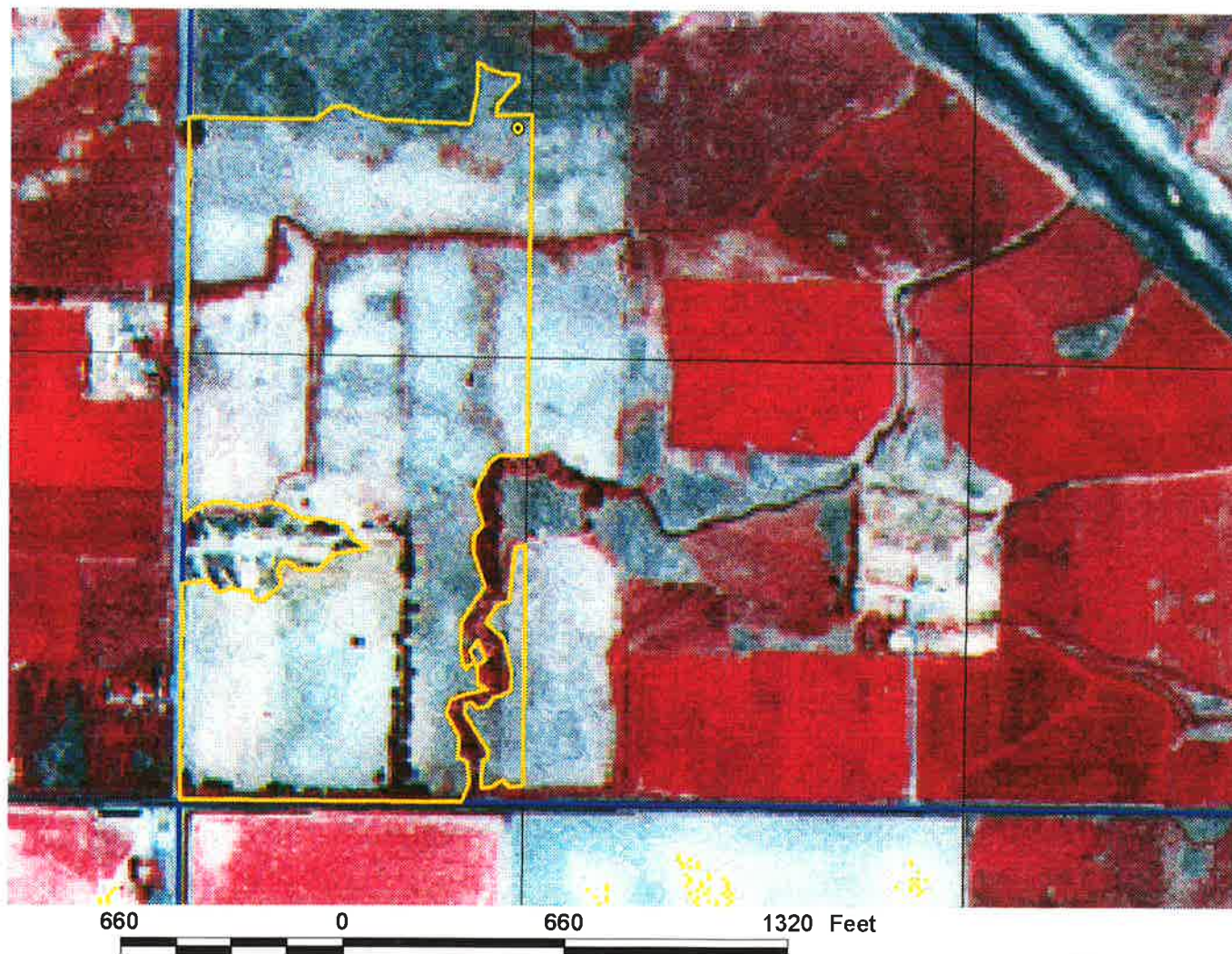
QUARTER/QUARTER LINES

GIS PLACE OF USE PRESENTATION
1987 and/or 1988 NAPP PHOTOGRAPHY
DATA ENTRY OCTOBER 1997
BY JEANIE ROBERTSON

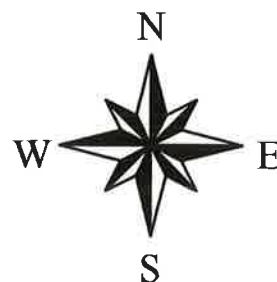
IDAHO DEPARTMENT OF WATER RESOURCES

36-04157

KEVIN & DONNA ANDREWS



TNS 7S, RNG 15E, SEC 30



⊙ RECOMMENDED POINT OF DIVERSION

RECOMMENDED PLACE OF USE

SECTION LINES

QUARTER/QUARTER LINES

GIS PLACE OF USE PRESENTATION
1987 and/or 1988 NAPP PHOTOGRAPHY
DATA ENTRY OCTOBER 1997
BY JEANIE ROBERTSON

"DO NOT FILM"

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER OF WATER RIGHT
TRANSFER NO. 69072 ✓

Southern
RECEIVED
NOV -1 2001
Department of Water Resources
Southern Region

This is to certify that: DOUG SLUDER
GLENDALE CONSTRUCTION
164 GLENDALE RD
BELLEVUE ID 83313

has requested a change to the water right(s) listed below. This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code. The authorized change for each affected water right, including conditions of approval, is shown on the following pages of this document.

Summary of Water Rights Before the Proposed Change

Right	Origin/Basis	Priority	Rate	Volume	Acres	Total	Source
36-4157E	AJC/Decreed	06/01/1956	0.24 cfs	47.6 af	11.9	11.9	GROUND WATER

Purpose of Transfer (Changes Proposed)

Current Number	Split	POD	POU	Add POD	Period of Use	Nature of Use
36-4157E	YES	YES	YES	NO	YES	YES

Summary of Water Rights After the Approved Change

Existing Right	New No. (changed portion)	Transfer Rate	Transfer Volume	Acre Limit	Total Acres	New No. (remaining portion)	Remaining Rate	Remaining Volume	Remaining Acre Limit	Remaining Total Acres
36-4157E	36-15625	0.10 cfs	15.0 af	N/A	N/A	36-15624	0.14 cfs	27.6 af	N/A	6.9
TOTALS		0.10 cfs	15.0 af	N/A	N/A		N/A	N/A	N/A	N/A

Detailed Water Right Description(s) attached

Dated this 26th day of October, 2001

[Signature]
Chief, Water Allocation Bureau

40-T-216 ✓ 07012

WATER RIGHT NO. 36-15624
As Modified by Transfer No. 69072

In accordance with the approval of Transfer No. 69072, Water Right No. 36-15624 is now described as follows.

Right Holder: DONNA ANDREWS And/Or
KEVIN S ANDREWS
1763 E 3000 S
WENDELL ID 83355

Priority Date: 06/01/1956

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	to 11/15	0.14 CFS	27.6 AF
			0.14 CFS	27.6 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER Lot 3 SENWSW Sec. 30 Twp 07S Rge 15E GOODING 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	
07S	15E	30																	6.9
																			6.9

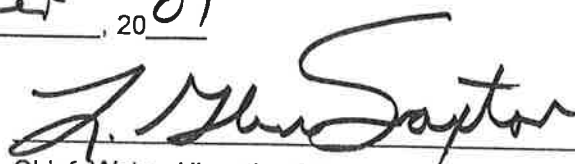
Total Acres: 6.9

CONDITIONS OF APPROVAL

1. The right holder shall measure and annually report diversions of water and/or other pertinent hydrologic and system information as required by Section 42-701, Idaho Code.
2. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
3. Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

This water right is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 26th day of October, 2001


Chief, Water Allocation Bureau

WATER RIGHT NO. 36-15625
As Modified by Transfer No. 69072

In accordance with the approval of Transfer No. 69072, Water Right No. 36-15625 is now described as follows.

Right Holder: GLENDALE CONSTRUCTION INC
 CHARLES DOUGLAS SLUDER
 PO BOX 868
 BELLEVUE ID 83313

Priority Date: 06/01/1956

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
INDUSTRIAL	01/01	12/31	0.10 CFS	15.0 AF
			0.10 CFS	15.0 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER Lot 3 SWNE Sec. 31 Twp 06S Rge 14E GOODING County

GROUND WATER Lot 3 SWNE Sec. 31 Twp 06S Rge 14E GOODING County

PLACE OF USE: INDUSTRIAL

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06S	14E	31			X				X								X		

CONDITIONS OF APPROVAL

1. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
2. The total instantaneous diversion of water from all points of diversion under Right 36-15625 shall not exceed 0.10 cfs, nor total combined annual volume of 15.0 af.
3. Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.
4. Industrial use is for a cement production facility.
5. The industrial use authorized under this approval shall comply with applicable county zoning and use ordinances.
6. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.

WATER RIGHT NO. 36-15625
As Modified by Transfer No. 69072

CONDITIONS OF APPROVAL

7. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
8. Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

This water right is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 26th day of October, 2001


Chief, Water Allocation Bureau

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER OF WATER RIGHT
TRANSFER NO. 68529

RECEIVED

APR 12 2001

Department of Water Resources
Southern Region

This is to certify that: MILLENKAMP CATTLE
471 N 300 W
JEROME ID 83335

has requested a change to the water right(s) listed below. This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code. The authorized change for each affected water right, including conditions of approval, is shown on the following pages of this document. The right holder shall accomplish the authorized change within one (1) year of the date of this approval. Failure of the right holder to comply with the conditions of approval for each water right affected by this transfer is cause for the Director to rescind approval of all or part of the transfer.

Summary of Water Rights Before the Proposed Change

Right	Origin/Basis	Priority	Rate	Volume	Acres	Total	Source
36-4157C	AJC/Statutory Claim	06/01/1956	0.57 cfs	113.2 af		28.3	GROUND WATER

Purpose of Transfer (Changes Proposed)

Current Number	Split	POD	POU	Add POD	Period of Use	Nature of Use
36-4157C	YES	YES	YES	NO	YES	YES

Summary of Water Rights After the Approved Change

Existing Right	New No. (changed portion)	Transfer Rate	Transfer Volume	Acre Limit	Total Acres	New No. (remaining portion)	Remaining Rate	Remaining Volume	Remaining Acre Limit	Remaining Total Acres
36-4157C	36-4157F	0.33 cfs	49.2 af	N/A	N/A	36-4157E	0.24 cfs	47.6 af	11.9	11.9
TOTALS		0.33 cfs	49.2 af	N/A	N/A		0.24 cfs	47.6 af	11.9	11.9

Detailed Water Right Description(s) attached

Dated this 10th day of April, 2001

[Signature]
Chief, Water Allocation Bureau

WATER RIGHT NO. 36-4157E
As Modified by Transfer No. 68529

In accordance with the approval of Transfer No. 68529, Water Right No. 36-4157E is now described as follows.

Right Holder: DONNA ANDREWS AND/OR
 KEVIN ANDREWS
 1763 E 3000 S
 WENDELL ID 83355

Priority Date: 06/01/1956

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	to 11/15	0.24 CFS	47.6 AF
			0.24 CFS	47.6 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER Lot 3 SENWSW Sec. 30 Twp 07S Rge 15E GOODING 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	
07S 15E 30																	11.9
																	L3

Total Acres: 11.9

CONDITIONS OF APPROVAL

1. The right holder shall measure and annually report diversions of water and/or other pertinent hydrologic and system information as required by Section 42-701, Idaho Code.
2. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
3. Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

This water right is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 10th day of April, 2001


 Chief, Water Allocation Bureau

WATER RIGHT NO. 36-4157F

As Modified by Transfer No. 68529

In accordance with the approval of Transfer No. 68529, Water Right No. 36-4157F is now described as follows.

Right Holder: SUSAN MILLENKAMP And
WILLIAM J MILLENKAMP
471 N 300 W
JEROME ID 83338

Priority Date: 06/01/1956

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
STOCKWATER	01/01	to 12/31	0.33 CFS	49.2 AF
			0.33 CFS	49.2 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER Lot 3 SENE Sec. 28 Twp 07S Rge 16E JEROME County

GROUND WATER Lot 3 SENE Sec. 28 Twp 07S Rge 16E JEROME County

PLACE OF USE: STOCKWATER

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07S 16E 27						X	X										
07S 16E 28				X													

CONDITIONS OF APPROVAL

1. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
2. Prior to the issuance of a drilling permit for the proposed new well, the well previously used under Right 36-4157C located in NWSW, S30, T7S, R15E, shall be abandoned in a manner which complies with Department well abandonment rules.
3. Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.
4. The total instantaneous diversion of water from all points of diversion under Transfer 68529 shall not exceed 0.33 cfs, nor total combined annual volume of 49.2 af.
5. The right holder shall measure and annually report diversions of water and/or other pertinent hydrologic and system information as required by Section 42-701, Idaho Code.

WATER RIGHT NO. 36-4157F
As Modified by Transfer No. 68529

CONDITIONS OF APPROVAL

6. Use of water under this right may be affected by an agreement between the protestant and the right holder.
7. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
8. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
9. Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

This water right is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 10th day of April, 2001


Chief, Water Allocation Bureau

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER OF WATER RIGHT
TRANSFER NO. 69057 ✓

This is to certify that: JOHN M TOSTE And
DORIS R TOSTE
602 W 620 N
SHOSHONE ID 83352
(208)886-2940

JOHN M TOSTE And
DORIS R TOSTE
4521 CORA LN
MERCED CA 95340-9023
(209)722-8483

RECEIVED

NOV 05 2001

Department of Water Resources
Southern Region

has requested a change to the water right(s) listed below. This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code. The authorized change for each affected water right, including conditions of approval, is shown on the following pages of this document.

Summary of Water Rights Before the Proposed Change

Right	Origin/Basis	Priority	Rate	Volume	Acres	Total	Source
36-15624	AJC/Decreed	06/01/1956	0.14 cfs	27.6 af		6.9	GROUND WATER

Purpose of Transfer (Changes Proposed)

Current Number	Split	POD	POU	Add POD	Period of Use	Nature of Use
36-15624	NO	YES	YES	NO	YES	YES

Summary of Water Rights After the Approved Change

Existing Right	New No. (changed portion)	Transfer Rate	Transfer Volume	Acre Limit	Total Acres	New No. (remaining portion)	Remaining Rate	Remaining Volume	Remaining Acre Limit	Remaining Total Acres
36-15624	36-15624	0.14 cfs	20.7 af	N/A	N/A		N/A	N/A	N/A	N/A
TOTALS		0.14 cfs	20.7 af	N/A	N/A		N/A	N/A	N/A	N/A

Detailed Water Right Description(s) attached

Dated this 29th day of October, 2001

[Signature]
Chief, Water Allocation Bureau

16-15624 ✓

WATER RIGHT NO. 36-15624
As Modified by Transfer No. 69057

In accordance with the approval of Transfer No. 69057, Water Right No. 36-15624 is now described as follows.

Right Holder: JOHN M TOSTE And
 DORIS R TOSTE
 602 W 620 N
 SHOSHONE ID 83352

JOHN M TOSTE And
 DORIS R TOSTE
 4521 CORA LN
 MERCED CA 95340-9023

Priority Date: 06/01/1956

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
STOCKWATER	01/01 to	12/31	0.14 CFS	20.7 AF
COMMERCIAL	01/01 to	12/31	0.14 CFS	20.7 AF
			0.14 CFS	20.7 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER Lot 3 SESW Sec. 35 Twp 04S Rge 16E LINCOLN County

PLACE OF USE: STOCKWATER

Twp Rge Sec	NE				NW				SW				SE				Totals
04S 16E 35	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
												X					

PLACE OF USE: COMMERCIAL

Twp Rge Sec	NE				NW				SW				SE				Totals
04S 16E 35	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
												X					
05S 16E 2																	
		X				X											

CONDITIONS OF APPROVAL

1. Use of water under this right may be affected by an agreement between the protestant and the right holder.
2. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
3. Commercial use is for a dairy barn.

WATER RIGHT NO. 36-15624
As Modified by Transfer No. 69057

CONDITIONS OF APPROVAL

4. The place of commercial use authorized by this approval includes land upon which wastewater may be applied for irrigation purposes to satisfy water quality requirements. water diverted under this approval shall not be used for irrigation unless the water is first used in the dairy as authorized by this approval.
5. The dairy operation authorized under this approval shall comply with applicable county zoning and use ordinances.
6. Use of water under this approval shall comply with applicable water quality standards of the Department of Environmental Quality.
7. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
8. Failure of the right holder to comply with the conditions of this transfer is cause for the director to rescind approval of the transfer.
9. Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

This water right is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 29th day of October, 2001


Chief, Water Allocation Bureau

Merritt, Allen

From: Skaggs, Pam
Sent: Wednesday, March 07, 2001 2:29 PM
To: Merritt, Allen
Subject: RE: splitting of right 36-04157

Allen,

I have looked into all the parts listed below. The two pending applications when completed will split off portions of Part C. When Don has pulled the "X" records for Parts C & D to the AJ tables, we should be able to proceed processing the remaining transfers using the correct recommendation records. We will still need to clean up the pending applications as soon as the system allows & this will in turn update the databases. (See notes below.)

36-4157---T5683---Part A & Part B Renumbered to **37-08911**
---T5716---Split Part A into Parts **C & D**

Only Active Parts of Right are 37-08911 & Parts C & D.
Remaining pending Transfers 5846 & 5868 will continue to split Part C.

Pam

-----Original Message-----

From: Merritt, Allen
Sent: Wednesday, March 07, 2001 9:11 AM
To: Skaggs, Pam
Cc: Freitag, John
Subject: splitting of right 36-04157

I'm working on T5846 Millenkamp and have finally figured out all the pieces but the data base does not reflect any of this. This right has been sold off by Del Kohtz so it is kind of confusing. My analysis finds the following:

The original right is for 1.00 cfs for irrigation of 50 acres and is in the name of Andrews.

67062/Withdrawn

T5642 in the name of Rosa was filed..protested.. then withdrawn. Out of all that there exists T36-04157A1 and T36-04157B1 on the VAX that should not reflect anything current so as far as I'm concerned they should be blown away.

67103/Approved/Split into Parts A & B/Part B was renumbered to **37-8911**.

T5683 in the name of 4 Bros Dairy was processed. I don't think it is approved but I'm not sure. It dried up 6.7 acres and converted 0.134 cfs for dairy use in basin 37 and I don't know what the number in basin 37 is.

66083/Approved/Split Part A into Parts **C & D**.

T5716 in the name of Aqueda is approved. It dried up 15 acres. It should be right 36-04157D for 0.30 cfs but it does not show up on the database.

68529/Pending/Proposes Splitting Part C into Parts E & F.

T5846 in the name of Millenkamp is on my desk. It dried up 16.4 acres converting 0.328 cfs to stockwater use. It should be part F.

68551/Pending/Proposes Splitting Part of C (E) into Parts G & H.

T5868 in the name of Toste is pending. It dries up 6.9 acres converting 0.138 cfs to dairy use. It should be part H.

Current un-changed part is G and should be 0.10 cfs for 5 acres. This right is pending a transfer in the name of Sluder.

Summary 4 Bros Dairy

37-08911

0.134 cfs

Aqueda	36-04157D	0.300 cfs
Millenkamp	36-04157F	0.328 cfs
Toste	36-04157H	0.138 cfs
Andrews(Sluder)	36-04157G	<u>0.100 cfs</u>
		1.000 cfs

It looks like the data base needs some work.

200 APR -7 PM 1:21
DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO
FILED

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

In Re SRBA)

Case No. 39576)

Water Rights: 36-04157, 37-11200

**NOTICE OF ADMINISTRATIVE
PROCEEDING**

IDWR has received an application for an Administrative Proceeding for the above water right(s).

The Administrative Proceeding contemplates a change in the water right(s) as indicated below:

☐ Substitution of Party (waiting for documentation)

☐ Substitution of Party/Split Water Right

☒ I.C. § 42-222 transfer 5642

☒ point of diversion ☒ place of use

☒ period of use ☒ nature of use

IDWR projects the Administrative Proceeding shall be completed not later than: March 2, 2001.

Dated 3/23/00


Signature of IDWR Representative

INSTRUCTIONS FOR MAILING

Mail this form to the Clerk of the SRBA Court and to the parties identified in the Certificate of Mailing. **FAX filings will not be accepted by the SRBA Clerk of the Court.**

CERTIFICATE OF MAILING

I certify that on 4/7, 2000, I mailed the original and copies of this form to the following persons, postage prepaid, and addressed as follows:

1. Original to:
Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
P.O. Box 2707
Twin Falls ID 83303-2707
2. One copy to:
Claimant or attorney of record:
Edward Rosa
1944 S 2100 E
Gooding ID 83330
3. One copy to:
Claimant or attorney of record:
4. One copy to:
Each party in the subcase, or attorney of record:



Signature of person or attorney mailing the form



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

SOUTHERN REGION

April 7, 2000

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

EDWARD ROSA
1944 S 2100 E
GOODING ID 83330

RE: SRBA Claim(s) 36-04157B, 37-11200

Dear Claimant:

Please find the enclosed copy of the Notice of Administrative Proceeding, which the department has filed with the SRBA Court regarding the above referenced claims. You have received this notice pursuant to SRBA Court Administrative Order 11 requiring IDWR to report to the court and interested parties any pending changes to adjudication claims in basins for which a Director's Report has been filed with the court.

After IDWR completes the indicated administrative process, and has modified the SRBA claims, you will be forwarded a Notice of Completed Administrative Proceeding. Please contact this office if you have any questions about the notice or the administrative process.

Sincerely,

Trish Fawcett
Technical Records Specialist

Enc.

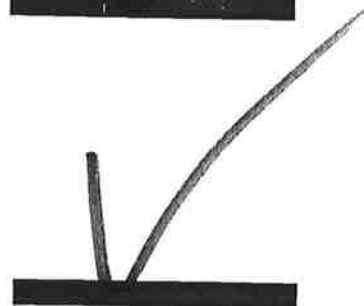
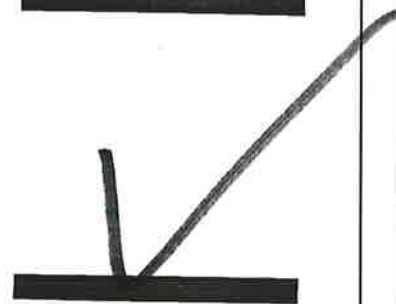
R PROOF

CVR

MAPS

PHOTOS

MISC



MICROFILMED
FEB 1 1993

Total number of acres irrigated	60
---------------------------------	----

9. Give last date when water was applied Beneficial use 1985 * Power Bi. belad
Length of extension of time requested 5 years, or until 1 Nov 1995
(Date)

10. Explain fully your reasons for requesting an extension of time within which to resume the use of your water right and reasons for non-use As an absentee land owner I was not aware of the 5 year non use statute in Idaho law. I have had continuous agreement (lease agreement attached) since I took ownership of the property in 1962. My agent and the lessee failed to live up to the terms of the agreement. The farm will be put under irrigation as soon as possible

I hereby assert that no one will be injured by such extension. The information contained in this application is true to the best of my knowledge.

Jack A. McEntire
(Signature of Applicant)
Subscribed and sworn to before me this 26th day of October, 19 90.

Lon White
(Notary Public)
My commission expires 5/94 Residing at T.F.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined this application for extension of time within which to resume the use of a water right and I hereby APPROVE said application subject to the following conditions or reasons.

Beneficial use of water under this right shall resume on or before April 1, 1996.
Approval of this extension does not preclude a determination of the validity of the claimed right in the Snake River Adjudication proceeding.

Witness my hand this 12th day of March, 19 91.

J. Glen Saylor
Chief, Water Alloc. Bureau

For Department Use Only

Received by LW Date 10/26/90 Time 9:30 AM Preliminary check by _____
Fee \$ 50 ⁵⁰¹²⁷⁷⁸ Received by MB Date 10-26-90 Publication prepared by _____
Published in Gooding Co. Leader Dates 11/7 + 11/14/90
Publication approved by _____ Date _____ Protests filed by: _____
Copies of protests forwarded by _____ Hearing held by _____ Date _____
Recommended for: // Approval // Denial by _____

MICROFILMED
FEB 1 1993

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT
(REGIONAL)10/30/90 09:48:39
Page 1

Water Right Number - R36-04157

Adj. Flag Translation: RESEARCH

Old (D) Number -

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

*** C - CURRENT OWNER ***

MC ENTIRE

JACK A.

1 - 2327 128TH AVE. S. E.

2 -

3 -

City- BELLEVUE

State- WA Zip- 98005

Phone - 206-746-9791

1 -

2 -

3 -

City- BELLEVUE

State- WA Zip- 98005

Phone - 208-000-0000

JENSEN

LOIS

+ - - Priority Date - - +
06/01/1956+ - - Region - - - +
17 Error in Region+ - - Stage - - - +
S - STATUTORY CLAIM

+ - - Status - - - +

+ - - Source - - - - - +
GROUNDWATER+ - - J Tributary - - - - - ++ - - - - Point of Diversion - - - - - +
Twn Rng Sec Tract Lot RFlg County (Blank if no Index Code)07S 15E 30 SE NE SW ^{NW} 3 (47) GOODING+ - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume

01 - IRRIGATION

~~3-15~~
04/01~~11-15~~
11/01~~1.200~~
1.00~~240.00~~
200+ - Total Div. Rate - + + - Total Div. Volume - +
~~1.200~~ 1 ~~240.00~~ 200+ - Total Consumptive Use - + + - KW Usage - +
~~180.0~~ 150+ - - - - Place of Use - - - - - +
Twn Rng Sec Tract Lot Acres Code Description County

07S 15E 30

NW SW 3

20.0

01 IRRIGATION

(47) GOODING

07S 15E 30

SW SW 4

30.0

01 IRRIGATION

(47) GOODING

Total Acres:

50.0

+ - - Diversion Means - WELL, PUMP, DITCHES

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use - NONE

+ - - - - Remarks - - - - - +
No Remarks found.

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT
(REGIONAL)

Water right number - R36-04157

Adj. flag translation: RESEARCH

+ - - - - Old Water Right Numbers - - - - - +

+ - - - - Old Water Right Numbers - - - - - +
No Old Water Right Numbers Found

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

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

+ - - - - -Comments- - - - - +
No Comments Found

+ - - Audit Fields - - +
BEDKE

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

Temporary Right -P

Receipt Number - S006603

Water District -

Sw
10-3-91

Water Right Number - A36-04157 Adj. Flag Translation: Adjudication Temporary Work Area Old (D) Number -

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

*** C - CURRENT OWNER ***
MC ENTIRE

JACK A.

Ave. S.E.
1 - 2327 128TH AVE SE ✓
2 -
3 -

City- BELLEVUE State- WA Zip- 98005

Phone - 206-746-9791

JENSEN

LOIS

1 -
2 -
3 -
City- BELLEVUE State- WA Zip- 98005
Phone - 208-000-0000

+ - - Priority Date - - + + - - - Region - - - + + - - - Stage - - - + + - - - Status - - - +
06/01/1956 17 S - STATUTORY CLAIM

+ - - - - Source - - - - - + + - - - - Tributary - - - - - +
GROUNDWATER

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

07S 15E 30 NE SW (47) GOODING

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

01 - IRRIGATION 04/01 11/01 1.600

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Div. Capacity - + + - Total Consumptive Use - + + - KW Usage - +
1.600 240.0

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

07S 15E 30 NW SW 40.0 01 IRRIGATION (47) GOODING
07S 15E 30 SW SW 40.0 01 IRRIGATION (47) GOODING

Total Acres: 80.0

+ - - Diversion Means - WELL, PUMP

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use - NONE ✓

+ - - - - Remarks - - - - - +
No Remarks found.

+ - - - - Old Water Right Numbers - - - - - +
No Old Water Right Numbers found.

57
43

SD-36		Township: 07S		Range: 15E		Section: 30		Tract:		Lot:	
S	L	STATE		O		S		Max # Records		43	
E	O	Water		Name		W		T		Priority Use	
L	Tract T	Right No.	Last, First	N	AC	G	Date	Code	Desc		
-	-	-	-	-	-	-	-	-	-	-	-
-	SWSW	✓ A36-04157	JENSEN, LOIS	C	40	S	06/01/1956				
-	SESW	A01-00212Z0	NORTH SIDE CANAL COMPA	C	30	D	10/07/1905	01	IRR		
-			ROSHOLT, JOHN A.	A							
-	NESE	A36-10560	ALLRED, TED D.	C		J	01/01/1911	43	DOMEST		
-			ALLRED, DORIS	C							
-	NESE	A01-00212Z0	NORTH SIDE CANAL COMPA	C	40	D	10/07/1905	01	IRR		
-			ROSHOLT, JOHN A.	A							
-	NESE	R36-10560	ALLRED, TED D.	C		J	01/01/1911	43	DOMEST		
-			ALLRED, DORIS	C							
-	NWSE	A01-00212Z0	NORTH SIDE CANAL COMPA	C	40	D	10/07/1905	01	IRR		
-			ROSHOLT, JOHN A.	A							
-	SWSE	A36-10681	HIGGINBOTHAM, JAN	C		J	01/01/1940	43	DOMEST		
-								04	STOCK		
-	SWSE	A01-00212Z0	NORTH SIDE CANAL COMPA	C	39	D	10/07/1905	01	IRR		
-			ROSHOLT, JOHN A.	A							
-	SWSE	R36-10681	HIGGINBOTHAM, JAN	C		J	01/01/1940	43	DOMEST		

(Enter=Continue)

(GOLD7=This Query)

(MENU _____)

SD-36		Township: 07S		Range: 15E		Section: 30		Tract:		Lot:	
S	L			STATE	O	S	Max # Records	43			
E	O	Water	Name		W	T	Priority	Use			
L	Tract	Right No.	Last, First		N	AC	G	Date	Code	Desc	
---	---	-----	-----	-----	---	---	---	-----	---	-----	---
---	NWNW	1	A36-11030	ROBERTS, CAROL M.	C		J	12/31/1937	04	STOCK	
---	SWNW		A01-00212Z0	NORTH SIDE CANAL COMPA	C	29	D	10/07/1905	01	IRR	
---				ROSHOLT, JOHN A.	A						
---	SENW		A01-00212Z0	NORTH SIDE CANAL COMPA	C	33	D	10/07/1905	01	IRR	
---				ROSHOLT, JOHN A.	A						
---	NESW		A01-00212Z0	NORTH SIDE CANAL COMPA	C	30	D	10/07/1905	01	IRR	
---				ROSHOLT, JOHN A.	A						
---	NWSW		✓R36-04157	MC ENTIRE, JACK A.	C	25	S	06/01/1956	01	IRR	
---				JENSEN, LOIS	C						
---	NWSW		✓A36-04157	MC ENTIRE, JACK A.	C	40	S	06/01/1956	01	IRR	
---				JENSEN, LOIS	C						
---	SWSW		A36-11181	MC ENTIRE, JACK A.	C		J	02/01/1920	43	DOMEST	
---				JENSEN, LOIS	C				04	STOCK	
---	SWSW		R36-04157	MC ENTIRE, JACK A.	C	35	S	06/01/1956	01	IRR	
---				JENSEN, LOIS	C						
---	SWSW		A36-04157	MC ENTIRE, JACK A.	C	40	S	06/01/1956	01	IRR	

(Enter=Continue)

(GOLD7=This Query)

(MENU _____)

SD-33

Last Name: JENSEN

STATE

S	First	O	Water	Priority		Total	Use	
E	Name	W	Right	Date	Source	Diversion	Code	Desc
L		N	No.					
-	JENSEN							
-	MELVIN	C	A36-13384	12/05/1971	GROUNDWATER	0.040	43	DOMEST
-	LOIS	✓C	A36-04157	06/01/1956	GROUNDWATER	1.600	01	IRR
-	ANDREW I.	O	A36-11764	03/01/1940	GROUNDWATER	0.040	43	DOMEST
-	DARRELL W.	C	A36-10308	12/31/1900	SPRING	0.020	04	STOCK
-	DEE ANNA	C	A36-10308	12/31/1900	SPRING	0.020	04	STOCK
-	DARRELL W.	C	A36-10309	12/31/1940	GROUNDWATER	0.090	43	DOMEST
-							04	STOCK
-	DEE ANNA	C	A36-10309	12/31/1940	GROUNDWATER	0.090	43	DOMEST
-							04	STOCK
-	DARRELL W.	C	A36-10310	12/31/1940	GROUNDWATER	0.080	43	DOMEST
-							04	STOCK
-	DEE ANNA	C	A36-10310	12/31/1940	GROUNDWATER	0.080	43	DOMEST
-							04	STOCK
-	ROSS P.	C	A36-14609	06/15/1957	GROUNDWATER	0.040	43	DOMEST
-							04	STOCK

(Enter=Continue)

(GOLD7=This Query)

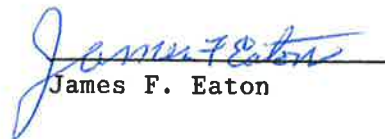
(MENU _____)

TO WHOM IT MAY CONCERN:

SUBJECT: McIntyre & Jensen Farms

LEGAL: W $\frac{1}{2}$ of S.W. $\frac{1}{4}$, sec. 30, T 7 S. Range
15 EBM. Gooding County - Wendell, Idaho.

I James F. Eaton of Eaton Drilling Company of
Wendell, Idaho state that I drilled the well on the
above described property in March of 1954. This well
was put in operation at that time.


James F. Eaton

Subscribed and sworn to before me this 24 day
of October, 1990


Notary Public

Residing in Gooding. My commission expires 4/1/94.

MICROFILMED
FEB 01 1993

IN THE MATTER OF:

Nelson
McIntyre & Jensen farm
W. 2 of S. 1/4 Sec. 30 T. 7 N. R. 15 E. B. 11
Gooding County
State of Idaho
County of Gooding

AFFIDAVIT

X Harvey C Iverson being first duly sworn,

deposes and says:

That I have been the rental agent
of this farm since 1965 when Mr McIntyre &
Jensen purchased the farm from Mr. Fred
Nelson. I was also rental agent for Mr.
Nelson for 1963-1964. Mr Nelson had the
irrigation well drilled & put in to
operation in March of 1954 it was drilled
by Eator drilling company of Wendell Idaho
this well irrigated approx. 47 acres
gravity flow. This well pumps into
a cement penstock from which a
booster pump with an approxant lift
of 15 ft then a sprinkler line. The
entire 80 acres can be irrigated
from this well. down thru the
years this well has held up
in good shape with an approx.
lift of 100 ft.

X Harvey C Iverson
(signature)

Subscribed and sworn to before me this 21st day of Sept 19 90.

Lon White
(notary public)

Residing at 5/94
My commission expires 5/94

NOTARY PUBLIC
FEB 01 1993

OCT 25, 1990

To whom it may concern:

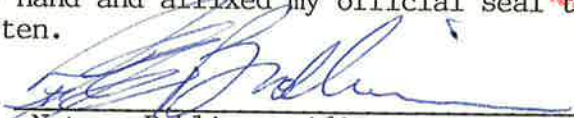
I Florence M. Nelson Sant was living on the acreage identified as W $\frac{1}{2}$ of SW $\frac{1}{4}$, Section 30, T 7, R 15 from 1945 thru 1956. The water rights were sold in 1954 and a well was drilled to irrigate about 60 acres of the land that year. The well proved capable of watering the land.

Florence M. Nelson Sant

State of Idaho, Jerome County ss:

On this 25th day of October, 1990, before me, V. Emmett Brollier, a Notary Public in and for said county and state, personally appeared Florence M. Nelson Sant, known or proved to me to be the person who executed the foregoing instrument, and acknowledged to me that she executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public residing at: Jerome, Idaho 83338

[illegible]

REAL PROPERTY ASSESSMENT ROLL, GOODING COUNTY, IDAHO, 1955

[illegible]



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 734-3578

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

October 3, 1990

A36-04157

JACK A. MC ENTIRE
2227 128TH AVE. S. E.

BELLEVEUE

WA 98005

Dear Claimant(s):

In the past you submitted the claim(s) identified with the number(s) shown above your name and address at the top of this letter. You indicated on the claim(s) that the basis for establishing the water right(s) was Beneficial Use, meaning the water right was not previously confirmed by a decree, water right license or permit before you filed the claim(s).

The purpose of this letter is to request evidence supporting the priority date(s) you have claimed. The enclosed pamphlet describes what this means. While I encourage you to read all of the pamphlet, I direct your attention to the right-hand half of the pamphlet after you open it. There you will find two sections: What Kind of Evidence is Required, and Some Examples of Documents which May Be Evidence of the Priority Date. These sections tell you what must be submitted. The other sections tell you why the evidence is necessary and what the consequences of not submitting the evidence could be.

Please submit the requested evidence by November 1, 1990. When returning to the Department please reference all documents with the claim(s) identification number(s) listed above.

If you have questions not addressed by the pamphlet or need other technical assistance, please feel free to contact this office. For advice on your water right(s), please contact your attorney.

Sincerely,

Allen Merritt, P.E.
Water Rights Supervisor

Enclosure

MICROFILMED
FEB 11 1993

VERIFIED BY Sc

Water Right Number - R36-04157

Prefix Translation: RESEARCH

Old (D) Number -

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

*** C - CURRENT OWNER ***
ANDREWS

KEVIN

1 - 1763 E 3000 S

2 -

3 -

City- WENDELL

State- ID Zip- 83355

Phone - 208-536-2319

ANDREWS

DONNA

1 - 1763 E 3000 S

2 -

3 -

City- WENDELL

State- ID Zip- 83355

Phone - 208-536-2319

*** O - ORIGINAL OWNER ***
JENSEN

LOIS

1 -

2 -

3 -

City- BELLEVUE

State- WA Zip- 98005

Phone - 208-000-0000

MC ENTIRE

JACK A

1 - 2327 128TH AVE SE

2 -

3 -

City- BELLEVUE

State- WA Zip- 98005

Phone - 206-746-9791

+ - - Priority Date - - + + - - Region - - - + + - - Stage - - - + + - - Status - - - +
06/01/1956 17 SOUTHERN J - BENEFICIAL USE+ - - - - Source - - - - + + - - - - - Tributary - - - - - +
GROUNDWATER+ - - - - Point of Diversion - - - - - +
TwN Rng Sec Tract Lot RFlg County
07S 15E 30 SE NW SW 3 (47) GOODING+ - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume
01 - IRRIGATION 03/15 11/15 1.000 200.00+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Consumptive Use - + + - KW Usage - +
1.000 200.00 150.0+ - - - - Place of Use - - - - - +
TwN Rng Sec Tract Lot Acres Code Description County
07S 15E 30 NW SW 3 20.0 01 IRRIGATION (47) GOODING
07S 15E 30 SW SW 4 30.0 01 IRRIGATION (47) GOODING

Total Acres: 50.0

MICROFILMED
FEB 01 1993

Court Report Filing	- 00/00/0000	Field Inspection Made	- 10/26/1990	Civil Case Number	- 39576
Objection Filed Date	- 00/00/0000	Field Inspection Flag	-	Old Case Number	-
Response Filed Date	- 00/00/0000	Verified Date	- 10/03/1991	Old Judicial District	-
Claim Received Date	- 03/21/1989	Last Amended Date	- 00/00/0000	Temporary Right	- P
		Receipt Number	- S006603	Water District	-
		POU Ownership Flag	- Y	Federal/State Indicator	- S
		Name Connector	- AND/OR	Presumption Flag	-
				Notice of Error Flag	-

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

16:52:07
10/26/90

PAGE: 12
QUICKLOOK INFORMATION

CLAIM NUMBER: A36-04157

WR ELEMENT	FIELD EXAM Y/N	CORRESPONDENCE SENT/RECEIVED BY WHOM/DATE	FIELD EXAM BY WHOM/DATE	CHANGE CLAIM Y/N	VERIFIED BY CODE	COMPLETED REVIEW WHOM/DATE	COMPLETED DATA ENTRY WHOM/DATE	VERIFIED DATE WHOM/DATE
PRIORITY DATE				N	6	SW 10-3-91	DB 10-30-90	
POINT OF DIV	Y			Y	5 1,2,4			
SOURCE				N				
PLACE OF USE	Y			Y	1,2,4,6			
DIV. AMOUNT CFS/VOLUME				Y	6.			
CONSUMPTIVE USE				Y	6.			
PURPOSES				N				
PERIOD OF USE				N				
BASIS OF CLAIM				N				
REMARKS				Y N				

"VERIFIED BY" CODES

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

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

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

16:52:07
10/26/90

PAGE: 1
GENERAL INFORMATION

CLAIM NUMBER: A36-04157

LAST: MC ENTIRE
ADDRESS: 2327 128TH AVE. S. E.
CITY: BELLEVUE
PHONE NUMBER: 206-746-9791

FIRST: JACK A.

STATE: WA ZIP: 98005

OWNER CODE: C

LAST: JENSEN
ADDRESS:
CITY: BELLEVUE
PHONE NUMBER: 208-000-0000

FIRST: LOIS

STATE: WA ZIP: 98005

OWNER CODE: C

FIELD EXAM REQUIRED?

VERIFICATION REQUIRED DUE TO REMARKS?

NO REMARKS IN CLAIM

DATABASE
N

FIELD
EXAMINER

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CONTACT PERSON: Jack McEntire ²⁵ - 10/26/90

PHONE NUMBER: () -

DATE OF FIELD EXAM: 9/13/90

APPOINTMENT MADE: Y(☒) N()

TIME: 11 : A(☒) P()

ACCOMPANIED BY: _____

PHONE NUMBER: () -

RELATIONSHIP TO CLAIMANT: _____

DIRECTIONS TO PROPERTY / REMARKS:

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A. AJ CLAIM: # A36-04157 PRIORITY DATE: 06-01-1956 STAGE: S
B. WR RECORD: # 36-04157 PRIORITY DATE: 06-01-1956 STAGE: S

C. FIELD EXAM REQUIRED?

DUE TO PRIORITY DATE DISCREPANCY? (Y/N)

DATABASE
N

FIELD
EXAMINER
N

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

REMARKS:

see enclosed proof

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=====

RECOMMENDED PRIORITY DATE:
06-01-1956

REVIEWED BY *W*

DATE

10/29/90

=====

A. AJ CLAIM POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
A36-04157	07S	15E	30	NE	NE	SW	3	GOODING

OTHER AJ CLAIMS WITH SAME AJ POD
A PREFIX R PREFIX
NONE NONE

WR RECORDS IN SAME 40 ACRE TRACT
NONE

SOURCE: GROUNDWATER

TRIB:

B. WR POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
36-04157	07S	15E	30	NE	NE	SW		GOODING

OTHER WR RECORDS WITH SAME WR POD

AJ CLAIMS IN SAME 40 ACRE TRACT
A PREFIX R PREFIX

NONE

NONE

NONE

SOURCE: GROUNDWATER

TRIB:

C. FIELD EXAM REQUIRED?

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

DATABASE
Y
N

FIELD
EXAMINER

REMARKS:

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RECOMMENDED POINT(S) OF DIVERSION AND SOURCE:

TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	COUNTY
<u>7N</u>	<u>15E</u>	<u>30</u>	<u>SE</u>	<u>NE</u>	<u>SW</u>	<u>---</u>	<u>47</u>
<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>

SOURCE: GROUNDWATER

TRIB:

REVIEWED BY: lw

DATE:

10/26/90

SE NW SW

3

per ASCS & Gov't Lot maps

See 18-3-91

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A. ROOT WATER RIGHT NUMBERS: A36-04157

B. POU LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
07S	15E	30	NW	SW	(3)	MC ENTIRE, JACK A.	A36-04157 /40.0	36-04157 /40.0	27	15.1	20
07S	15E	30	SW	SW	(4)	MC ENTIRE, JACK A.	A36-04157 /40.0	36-04157 /40.0	29	27.2	30
						MC ENTIRE, JACK A.	A36-11181 /	- /			
TOTAL ACRES							A36-04157	80.00	80.00	56	42.3
										50	50

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

C. FIELD EXAM REQUIRED?

DUE TO POU DISCREPANCY? (Y/N)

DATABASE
Y

FIELD
EXAMINER
X

PRESUMPTION FLAG:

REMARKS:

Acres are currently not irrigated. Claimant
last used well in 1985 (see enclosed power
bills). Filed app. to avoid forfeiture 10/26/90.
Farm consists of 60 irrigatable acres, not 80, due
to property terrain + dairy operation.

RECOMMENDATIONS:

TOTAL ACRES: 60 50

REVIEWED BY: LW

DATE: 10/29/90

SW 10-3-91

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A. AJ CLAIMED USES:

PURPOSES
A36-04157 IRRIGATION

MONTH/DAY
FROM 04-01 TO 11-01

TOTAL DIVERSION RATE/VOLUME CLAIMED

DIVERSION QUANTITY
1.600 CFS

1.600 CFS

3/15 11/15

B. WR RECORDED USES:

PURPOSES
36-04157 IRRIGATION

MONTH/DAY
FROM 04-01 TO 11-01

TOTAL DIVERSION RATE/VOLUME CLAIMED

DIVERSION QUANTITY
1.600 CFS

1.600 CFS

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PRESUMPTION FLAG:

C. FIELD EXAM REQUIRED?

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

FIELD
DATABASE EXAMINER
N
N
N

D. PERIOD OF USE:

RECOMMEND AS CLAIMED?

Y() N()

RECOMMEND TO WR STANDARDS OR OTHER?

Y() N()

Explain in remarks, below.

REMARKS:

REMARKS:

A. DOES DIVERSION RATE CLAIMED AGREE WITH EXISTING RECORDS?

Y(☒) N(☐)

AJ TOTAL CLAIMED DIVERSION RATE: 1.600 CFS
WR ROOT RIGHT TOTAL DIVERSION RATE: 1.600 CFS

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

FLOW MEASUREMENT REQUIRED?

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

FIELD
DATABASE EXAMINER
Y N

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B.

FLOW MEASUREMENT

MEASUREMENT METHOD theoretical Calc., SEE ATTACHED CALCULATIONS.

= 1.42 cfs

(well capacity)

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

OTHER RIGHTS LISTED IN CLAIM: NONE

NO CLAIMS FOUND WITH SAME POU AND IRRIGATION USAGE

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

CLAIM NO.	PURPOSES	NAME	MONTH/DAY	RATE	VOLUME
A36-11181	DOMESTIC	MC ENTIRE , JACK A.	FROM 01-01 TO 12-31	.040 CFS	
A36-11181	STOCKWATER	MC ENTIRE , JACK A.	FROM 01-01 TO 12-31	.040 CFS	

D.

RATE/VOLUME CALCULATIONS: (IRRIGATION)

1a. IRRIGATION RATE

ACRES 60 x 0.02 CFS/ACRE = 1.2 CFS
(Taken from p/u review)

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

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

2. IRRIGATION CONSUMPTIVE USE

CLAIMED CONSUMPTIVE USE = 240.0 AF/A

ACRES 60 x CONSUMPTIVE VOL. AF/A FOR AREA 3 =

50 TOTAL CONSUMPTIVE USE 180 AF/A
150

3. IRRIGATION DIVERSION VOLUME

CLAIMED DIVERSION VOLUME = AF/A

ACRES 60 x DIVERSION VOL. AF/A FOR AREA 4 =

50 TOTAL DIVERSION VOLUME 240 AF/A
200

4. CALCULATIONS FOR USES OTHER THAN IRRIGATION:

SEE ATTACHED SHEET? Y() N()

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

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RECOMMENDATIONS:

REC. PURPOSES	REC. PERIOD		REC. DIV		REC. DIV		REC. CONS.	
	FROM	TO	RATE	CFS	VOL.	AF/A	USE	
IRRIGATION	~~04-01~~	~~11-01~~	DATABASE	EXAMINER	DATABASE	EXAMINER	DATABASE	EXAMINER
			~~1.600~~	<u>1.00</u>		<u>240</u>	~~240.0~~	<u>180</u>
TOTAL FOR THIS RIGHT	<u>3-15</u>	<u>11-15</u>	~~1.600~~	<u>1.00</u>		<u>200</u>	~~240.0~~	<u>150</u>

REVIEWED BY:

W

DATE:

10/29/90

See

10-3-91

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A. CHECK ONLY THE FOLLOWING THAT APPLY:

OWNERSHIP _____
FORFEIT/ABANDON _____
ADDITIONAL DIV. AMOUNT _____

ACCEPTED
AS CLAIMED

(☒)
N/A

NEEDS
REVIEW

(☐)
X

*if this extension for non use
denied and the water is not
put to use in 1991 then
this right will enter the
CFS 5 yrs non use forfeiture.*

B. SPLIT WATER RIGHT REVIEW

ROOT WATER RIGHT NUMBER: 36-04157

TOTAL DIVERSION RATE OF WR SPLITS

DATABASE
1.600

EXAMINER

N/A

SPLITS:

OLD RIGHT
NUMBERS

CURRENT
CLAIM NUMBERS

DIVERSION
RATE

CURRENT "R"
CLAIM NUM.

"R" DIV.
RATE

WR RIGHT
NUMBERS

DIVERSION
RATE

-

A36-04157

1.600

-

36-04157

1.600

TOTAL CFS

1.600

1.600

DIVERSION RATE REVIEW

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

DATABASE
Y

FIELD
EXAMINER

N/A

REMARKS:

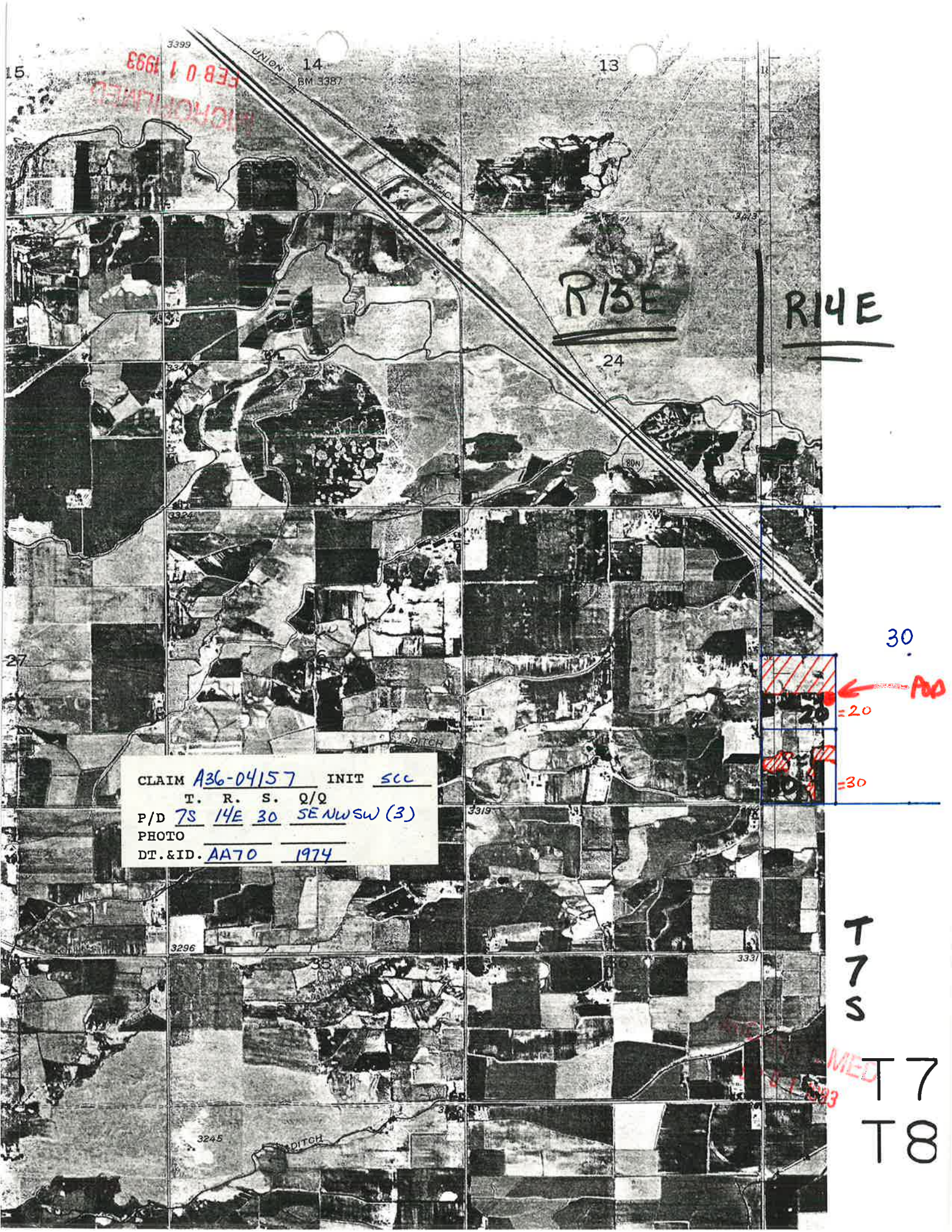
AUTHENTICATION:

SIGNATURE: lw

DATE: 10/29/90

NAME OF FIELD EXAMINER: lw

TITLE: _____

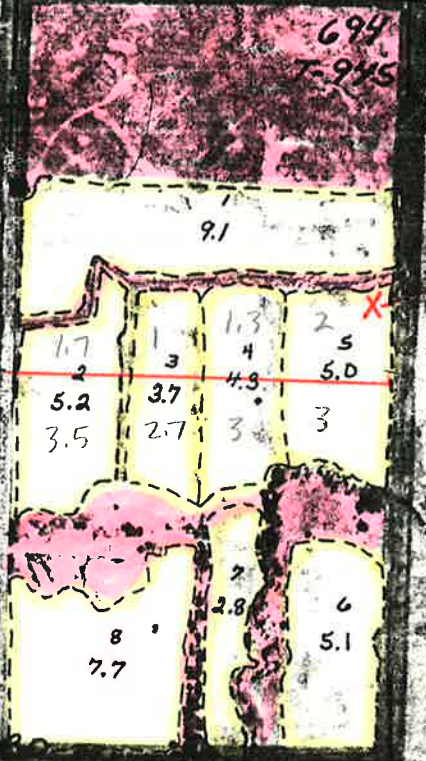


CLAIM A36-04157 INIT SCC
T. R. S. Q/Q
P/D 7S 14E 30 SE NWSW (3)
PHOTO
DT. & ID. AA70 1974

T
7
S

T7
T8

A large, stylized graphic featuring the letters 'J' and 'I' in a bold, serif font. A small, dark silhouette of a person is positioned between the two letters, appearing to be walking or standing on a path that leads from the bottom center towards the space between the letters. The background is a light, textured surface, possibly a road or a field, with some faint lines and shadows.



ACRES IRRIGATABLE
ACRES NOT IRRIGATABLE
ASCS Acres = 42.3

INDEXED
FEB 01 1993

GROUNDWATER MEASUREMENT REQUIREMENT ANALYSIS

FILE: A36-04157
DATE: 9/14/90
BY: LW

THEORETICAL RATE OF FLOW: $Q = \frac{(8.8) \times (H.P.) \times (EFF.)}{TDH}$

Q = CFS

H.P. = Total Brake Horsepower of pumping plant (including booster)

EFF. = Pumping plant efficiency (ASSUME 70% OR 0.70)

TDH = total dynamic head = [(LIFT) + (PSI X 2.31)]

LIFT = depth to water in FEET from land surface to pumping water level

PSI = pumping pressure measured in psi near pump
(if open discharge assume zero [0])

$$Q = \frac{(8.8) \times (30) \times (0.70)}{[(130) + (\dots \times 2.31)]} = \frac{184.8}{130} = 1.42$$

LIFT FROM:

measurement ()

owner ()

area estimate (✓)

well logs (✓)

Booster (Y) (N)

PSI FROM:

measurement ()

owner ()

estimate ()

owner gage ()

NOTES ON PUMP:

Motor Make, Serial or ID

U.S. 30 HP #1032106

Pump Make, Serial or ID, rating

REMARKS

ANNUAL VOLUME ANALYSIS

$$POTENTIAL \text{ Acre Feet/Acre/Annum} = \frac{(\text{DAYS IN SEASON}) \times (1.98) \times (Q)}{(\text{RECOMMENDED ACRES IRRIGATED})}$$

(season)	(days)	
3/15 - 11/15	246	
4/1 - 11/1	215	POTENTIAL =
4/15 - 10/15	184	
3/1 - 12/1	276	

$$POTENTIAL = \frac{(\dots 2.15 \dots) \times (1.98) \times (\dots 1.42 \dots)}{(\dots 43 \dots)} = 14$$

REQUIRED Acre Feet/Acre/Annum = 4
(AF/Ann/Ac irrigation requirement from chart for area)

NOTE that this is NOT Consumptive use

IF POTENTIAL IS GREATER THAN REQUIRED THEN NO MEASUREMENT NECESSARY (✓)

IF POTENTIAL IS LESS THAN REQUIRED THEN MEASUREMENT IS NECESSARY ()

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— WELL IN SENESEW
OF SEC 30 NOT IN
USE

OPEN DISCHARGE
DIVERSION SYSTEM —



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— DRY LAND NORTH OF
DAIRY, SOUTH OF
WASTE WATER DITCH

DITCH (ROAD) SLOPING
SOUTH TOWARDS DAIRY —



— SW SW QTR PASTURE
SOUTH OF DAIRY

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CONVERSATION MEMORANDUM

NAME OF PARTY JACK A. MC ENTIRE
 EMPLOYEE: lw + Am

DATE 10/25/90
 FILE A36-04157

RE: A copy of the lease agreement is attached.
Similar agreement has been made each year.
The lessee failed to keep up his part of the
agreement and let the irrigation system go
into disrepair. I was not aware of the
condition of the system or that there was
a 5 year non use statute in the law.
I am an absentee owner of the property. I
became the owner in 1962 and have leased
the property each year.

Jack A. McEntire

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 FEB 01 1993

0661 08 100

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

OFFICE OF THE DIRECTOR

Application for Extension of Time to Avoid Forfeiture
of a Water Right

Section 42-222 of the Idaho Code provides that a water right shall be lost and forfeited and the water revert to the state upon the failure of a water user to apply the water to beneficial use for a period of five (5) years. The Director may allow an additional five (5) year period of non-use without forfeiture upon a showing of reasonable cause.

Complete fully the following application and submit it to the Department of Water Resources, Statehouse, Boise, Idaho, 83720, with the statutory fee of \$10.00 if the application involves 0.2 cfs or 20 acre feet or \$30.00 if in excess of these amounts.

1. Name of water right holder JACK A. Mc ENTIRE
Post office address 2327 128th AVE S.E. BELLEVUE, WA 98005
2. The right was obtained or is evidenced by:
 - a. Decree to _____ in Case of _____
(Name)
vs. _____, Dated _____ in _____
(Name of Court)
Court, County of _____. Fully describe decree _____
 - b. License No. _____ issued by the Department of Water Resources.
 - c. Claim No. A36-04157 on file with the Department of Water Resources.
3. Source of water GROUNDWATER tributary to _____
(Name of stream or source)
4. Date of priority of right 6/1/1956
5. Amount of water a. 1.2 c.f.s. and/or
b. 240 acre feet/annum
6. Water is used for IRRIGATION from 4/1 to 11/1
from _____ to _____
from _____ to _____
(Purpose) (Month-Day) (Month-Day)
7. Location of point of diversion is NE 1/4 SW 1/4 of Section 30
Township 7N, Range 15E, B.M., in GOODING County;
Additional points of diversion, if any, _____
8. Lands irrigated or place of use;

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
<u>7N</u>	<u>15E</u>	<u>30</u>									<u>25</u>	<u>35</u>							<u>60</u>

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Total number of acres irrigated 60

9. Give last date when water was applied to beneficial use 1985
Length of extension of time requested 5 years, or until 1 Nov 1995
(Date)

10. Explain fully your reasons for requesting an extension of time within which to resume the use of your water right and reasons for non-use As an absentee land owner I was not aware of the 5 year non use statute in Idaho law. I have had continuous agreement (lease agreement attached) since I took ownership of the property in 1962. My agent and the lessee failed to live up to the terms of the agreement. The farm will be put under irrigation as soon as practicable

I hereby assert that no one will be injured by such extension. The information contained in this application is true to the best of my knowledge.

Jack A. McEntire
(Signature of Applicant)
Subscribed and sworn to before me this 26th day of October, 19 90.

Lon White
(Notary Public)
My commission expires 5/94 Residing at T. F.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined this application for extension of time within which to resume the use of a water right and I hereby _____ said application subject to the following conditions or reasons.

Witness my hand this _____ day of _____, 19 ____.

(Director)

For Department Use Only

Received by LW Date 10/26/90 Time 9:30 AM Preliminary check by _____
Fee \$ 50 5012778 Received by MB Date 10-26-90 Publication prepared by _____
Published in _____ Dates _____
Publication approved by _____ Date _____ Protests filed by: **MICROFILMED**
Copies of protests forwarded by _____ Hearing held by _____ Date **FEB 4 1993**
Recommended for // Approval // Denial by _____

FARM LEASE

THIS INDENTURE, made and entered into this 1st day of March, A. D. 1980, by and between Jack A. McCallum & Owen Keith Jensen, Harvey C. Iversen, parties of the first part, and Lloyd M. Burrell & Alice C. Burrell, parties of the second part, Witnesseth:

That the first party, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the second party, has by these presents demised and leased to the second party the following described land, to-wit:

W_{1/2} of SW_{1/4}, Section 20, Township 7 North, Range 15 E. B. M., Gooding County, Idaho

in the County of Gooding, Idaho, and State of Idaho, and containing 30 acres, more or less, to have and to hold the same to the second party from the 1st day of March, 1980, to the 1st day of March, 1981. And the second party, in consideration of the leasing of the premises as above set forth, covenants and agrees with the first party to pay, as rent for the same, in the manner following: That is to say,

\$1,200.00 cash rent to be paid in the following manner:
\$100.00 upon the signing of this lease and
\$1,100.00 to be paid on or before November 1, 1980 to be evidenced by a promissory note. It is understood that this farm is irrigated by an irrigation well and that the lessee agrees to pay all expenses involved to pump irrigation water for the 1980 cropping season. The lessee agrees to hold the lessors harmless from all expense incurred regarding the pumping of irrigation water and the lessee agrees to pay all bills for electricity and repairs, if any, on the irrigation pump and to pay all bills when they become due and not let any of them become delinquent. Any expense for seed, fertilizer or harvesting is also to be paid by the lessee. The lessors agree to pay all real estate taxes when they become due.

And the second party covenants with the first party that at the expiration of the term of this lease he will yield up the possession to the first party, without further demand or notice, in as good order and condition as when the same was entered upon by the second party, loss by fire, inevitable accidents and ordinary wear excepted. And failing thus to deliver up said premises, the second party agrees to pay the first party five dollars per day for all the time he may continue in the possession of said premises after the expiration of this lease.

And it is further expressly understood and agreed between the parties hereto as follows:

- I. The second party covenants to farm said premises in a good and husbandlike manner, and to raise the greatest amount of grain thereon the nature of the soil and season will permit, and further to break up and improve as much of the waste land as may be in condition to plow.
- II. The second party covenants to properly care for all growing crops in a good and husbandlike manner, and to harvest all crops in proper season, and failing so to do the party of the first part may enter upon said premises, either by himself or agent, and properly care for or harvest said crops and charge the cost of the party of the second part.
- III. The second party shall haul out and distribute upon the poorest soil upon said premises, all the manure and compost suitable to be used, and further not to burn any stalks, straw or stubble on said premises, to sell or remove any of said straw, or allow it to be removed, but shall have the right to use it upon said premises.
- IV. The second party shall reserve and keep the fruit and ornamental trees, vines and shrubbery that are now or may be hereafter planted upon the premises, from injury by plowing or from cattle or other stock, and further to keep said premises free from brush and burrs, and Russian thistles, and shall mow or cut near the surface all weeds on said land within the limits of the public roads thereon, on or before the 15th day of August of each year and shall also keep all the necessary ditches and drains plowed and cleaned out during the continuation of this lease.
- V. The said second party shall keep said premises, including the hedges and fences, in proper repair, provided that the landlord shall furnish necessary material, that he or his agents may consider useful to repair said premises within a reasonable time after being notified, and the second party shall haul said materials to said premises without charge.
- VI. And the second party further covenants not to remove any of the grain raised on said premises, during the term of said lease, until the rent here specified shall be fully paid, nor to sell the same or any part thereof. And if any grain raised on said premises during said term shall be removed or attempted to be removed by any person or persons before the payment of said rent; or if the second party shall sell or attempt to sell said grain or produce or any part thereof, or if the same or any part thereof shall be claimed or attached or levied upon by execution or claimed by any other person or persons upon any pretense whatever before said rent shall be fully paid, then upon the happening of any such confederacies said rent shall immediately become due and payable and the first party, or his legal representative, shall have the right to enter into said premises and take possession of said grain, or wherever the same may be found, and to remove the same and sell the same or any part thereof, or if the same shall not be sufficiently matured for harvesting or gathering, to cultivate the same and to preserve or protect the same until it shall be fit, and then to harvest and gather or sell the same, or any part thereof, at private or public sale, and to apply the proceeds thereof to the payment of the expenses and costs of carrying out the provisions of this lease and the payment of said rent hereby reserved.
- VII. The first party reserves the right to plow the stubble ground when the second party may have cut the grain grown thereon, and further, that the first party or his legal representatives may enter upon said premises for the purpose of weeding or seeding and making repairs.
- VIII. If the second party shall fail to cultivate said premises as herein agreed, or shall fail to keep any of the covenants contained in this lease, or shall assign this lease or underlet said premises or any part thereof, then this lease shall, at the election of the first party, be null and void, and the first party, or his legal representatives, shall have the right to take possession of said premises, using such force as may be necessary with or without process of law, and all damages growing out of the failure to perform any of the covenants of this lease, shall be added to and become a part of the rent.
- IX. The second party hereby waives and relinquishes all rights from exemption from sale or seizure under distress or execution, that he now has or may hereafter have by virtue of any law of the state exempting personal property from seizure and sale; on execution or distress for rent, said first party shall have upon the terms of this lease, in addition to the lien given him by law, a lien upon all personal property owned by second party during the term of this lease, whether said property is exempt from execution or not, and said second party hereby gives the first party full power and right to take and seize any personal property, whether exempt by law or not, and sell the same, or any part thereof, in satisfaction of said rent hereby agreed to be paid.
- X. The second party also agrees to pay and discharge all costs and attorney fees or any expense that shall arise from enforcing any of the covenants of this lease by the first party, and it is further agreed by and between the parties that all the crops growing or in stock, crib or granary on said premises shall be security for all sums due or to become due from party of the second part to party of the first part as evidenced by book account or note held by party of the first part.
- Any waiver of any breach of covenants herein contained to be kept and performed by the lessee shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the lessor from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

IN WITNESS WHEREOF we have hereunto set our hands and seals the day and year first above written.

Witness for Party of the First Part

Witness for Party of the Second Part

Microfilmed
x Lloyd M. Burrell
FEB 11 1983

ACCT NO--- 0157-000215-8 NAME--- BURRELL*LLOYD RATE 24
 ACCT ST--- INACTIVE COAPP---
 CON/DIS--- 08/31/88 LOCT--- 2860 S 1730 E 0050
 ACTIVITY--- NONE PENDING CITY--- WENDELL ID 83355 *

***** METER INFORMATION *****
 METER NO S TYP D PH F-SCL CONST INS/RM/CHG T-YR READ CURR PREV DEMAND
 55038418G R 2 5 3 96.0 00001 08/31/90 82 64981 64981

RATE 24 RC 5	* C	READ	DAYS	DEM-KW	ENERGY-KWH	BILL	AMT-MTR	*AREA	CODE	160
RA DATE 04/21/83	* 0	08/31	05	0	0		2.50	*	METER	
	* 0	08/26	30	0	0		15.00	*	RT---	56
ELC HT-	88 * 0	07/27	30	0	0		15.00	*	SEQ	2790
HIM VLT 0	* 0	06/27	30	0	0		15.00	*	LOC---	SS
IRG USE	* 0	05/26	00	0	0		0.00	*	INS---	00
LRG PWR	* 0	05/26	00	0	0		0.00	*	UNGRD---	
MUL FAM 1	* 0	10/07	09	0	0		4.50	*	LNDLRD-	0
#APTMOB	* 0	09/28	30	0	0		15.00	*	APTMOB-	
	* 0	08/27	30	0	0		15.00	*	T A/C	
CONN LD	87 * 7	07/28	30	0	0		15.00	*	DN EST-	0
KWH EST	* 0	06/26	30	0	0		15.00	*	ESTCNT-	
MNTH MN	* 0	05/28	22	0	0		11.00	*	# CHGS-	
FAC CHG	* 0	05/06	00	0	0		0.00	*	CHG ST-	0

From 5/6/87 to 10/2/87 +

5/26 to 8/31/88

IP Service was available to customer

No use registered on meter

Diane - Ed Power Co

MICROFILMED
 FEB 01 1993

CONVERSATION - TELEPHONE

9/1/90

8 AM

NOTES

TO: A36-04157DATE: 9/14/90

Mr. McEntire stated that Mr. Burrell is obligated to water the property and that he does not want to lose the water right because he is trying to sell the property. He also stated that he will fight us if we disallow his claim.

FROM: LWMICROFILMED
FEB 01 1993CONVERSATION
12:00

NOTES

TO: A36-04157DATE: 9/13/90

Mrs. Andrews (neighbor) stated the well hasn't been in use for some time because it is too expensive + inefficient to operate.

MICROFILMED

FEB 01 1993

FROM: LWCONVERSATION
11:00 AM

NOTES

TO: A36-04157DATE: 9/14/90

Mr. Burrell stated that he rents the property from Mr. McEntire and is responsible for the irrig + costs as stated in his contract. However the pump is inefficient + costs ~ \$500 per mo to operate. The only crops he has ever raised are corn + alfalfa for his dairy cows. He cannot afford to run the well + has asked Mr. McEntire to purchase canal shares - which Mr. McEntire has refused to do. 10/25/90: Mr. McEntire agreed to

purchase shares for additional

CONVERSATION - TELEPHONE

9/1/90

8 AM

NOTES

TO: A36-04157DATE: 9/14/90

Mr. McEntire stated that Mr. Burrell is obligated to water the property and that he does not want to lose the water right because he is trying to sell the property. He also stated that he will fight us if we disallow his claim.

FROM: LWMICROFILMED
FEB 01 1993

CONVERSATION

12:00

NOTES

TO: A36-04157DATE: 9/13/90

Mrs. Andrews (neighbor) stated the well hasn't been in use for some time because it is too expensive + inefficient to operate.

FROM: LWMICROFILMED
FEB 01 1993

CONVERSATION

11:00 AM

NOTES

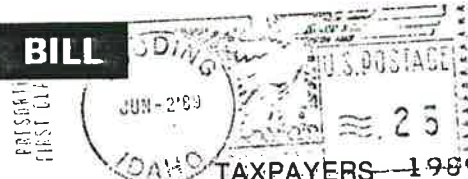
TO: A36-04157DATE: 9/14/90

Mr. Burrell stated that he rents the property from Mr. McEntire and is responsible for the irrig + costs as stated in his contract. However the pump is inefficient + costs ~ \$500 per mo to operate. The only crops he has ever raised are corn + alfalfa for his dairy cows. He cannot afford to run the well + has asked Mr. McEntire to purchase canal shares - which Mr. McEntire has refused to do. 10/25/90: Mr. McEntire agreed to purchase canal shares for an additional \$100 per yr on lease.

FROM: LWMICROFILMED
FEB 01 1993

DOYLE PUGMIRE
Gooding County Assessor
624 Main Street
Gooding, Idaho 83330

THIS IS NOT A BILL



CATEGORY DESCRIPTION	LOTS/ACRES	MARKET VALUE
1 IRRGTD AG	47.000 AC	14,515
2 IRRGTD PASTURE	13.000 AC	3,510
5 DRY GRAZING	15.000 AC	300
19 WASTE	5.000 AC	
32 RURAL IMP ON AG		2,397

TAXPAYERS—1989
VALUATION ASSESSMENT NOTICE

Taxes are based on the valuation
listed on this statement

IF THERE ARE ANY QUESTIONS
REGARDING THIS STATEMENT
NOTIFY THE ASSESSOR'S OFFICE BEFORE

JUNE 20, 1989

See the reverse side for further references

KEEP THIS COPY FOR YOUR RECORDS

MS

TOTALS 80.000

20,722

Mail To:
MCENTIRE, JACK A
& JENSEN, OWEN KEITH
2327 128TH AVE SE
BELLEVUE, WA 98005

SEC 30 T 7 R 15
TAX 11 IN SW1/4

PROPERTY ADDRESS

PARCEL NO. RP 07S15E304800 A TAX CODE

6-00 PREVIOUS #

4

EXTENSION
PROOF

MICROFILMED
FEB 01 1993



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 2148 4th Ave. East, Twin Falls, Idaho 83301 (208) 734-3578

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

Jack McEntire
2327 128th Ave SE
Bellevue, WA 98005

RECEIVED

FEB 24 1989

MAR 20 1989

Department of Water Resources
Southern Region Office

RE: SRBA Claim

Dear Claimant:

Please find enclosed your claim and your check # 1161 for \$ 130.00 which you submitted to our office. I am returning these pursuant to Rule 10,4 of the Department's Adjudications Rules and Regulations. In checking your claim it appears that the following items need clarification:

- Month / Day / Year*
- ☒ Item #2 Priority
 - ☒ Item #4 Point of Diversion Legal Description - *From map appears to be SE 1/4 NW 1/4 SW 1/4 Sec 30*
 - ☐ Item #6 Uses descriptions
 - ☐ Item #9 Description of Non-irrigation Uses
 - ☐ Item #10 Place of Use Legal Description
 - ☒ Item #16 Signature & Notorization
 - ☐ Improper fee (THE CORRECT FEE IS \$ _____)
 - ☐ Other or Remarks
- Twp 7S, R.1E, B.M.*

Note if land is owned by a partnership then the organization block should be signed instead of the individuals.

If you wish to continue to press your claim please find enclosed instructions and another claim form to use. If you will make the necessary corrections and return your claim with the correct fee and a copy of this letter within 30 DAYS of the date of this letter, your filing will be considered timely and will not be assessed an additional late fee of \$ 50.00.

~~BEFORE RETURNING THE CLAIM PLEASE READ THE ENCLOSED DRAFT TEXT FOR D&S BROCHURE. Due to recent rulings by the court you may defer filing the claim if you so desire but it is recommended by the Department that you continue to press your claim. If you have any questions contact our office.~~

Sincerely,

Allen Merritt
Allen Merritt, P.E.
Water Rights Supervisor

ADM:adm
Enclosures:

MICROFILMED
FEB 01 1989

**Idaho
Power****By Adding \$1, You Can Help Project Share**

DATE PREPARED

8-29-85

FOR SERVICE TO

8-26-85

DATE PAST DUE

9-18-85

PLEASE PAY
THIS AMOUNT

797.81

LLOYD BURRELL

BOX 311

WENDELL, ID 83355

00779E

01570002158

PLEASE DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

PLEASE BRING ENTIRE BILL WHEN PAYING IN PERSON

FOR ACCOUNT INQUIRIES CALL OR CONTACT YOUR LOCAL OFFICE AT

536-5711

134 E MAIN, WENDELL

**Idaho
Power**

CUSTOMER IDENTIFICATION									
CUSTOMER NAME					SERVICE LOCATION				
LLOYD BURRELL					W5460N 1530E 0050				
CUSTOMER NUMBER					TYPE OF SERVICE				
0157-000215-8					IRRIGATION				
ACCOUNT INFORMATION AS OF AUGUST 29, 1985									
*THIS AMOUNT WAS PAST DUE LAST MONTH									
BALANCE FORWARD ▶ 35079									
METER NUMBER OR NUMBER OF LAMPS	R A T E	SERVICE		D A Y S	METER READING		METER CONSTANT	BILLING DEMAND	BILLING ENERGY KILOWATT HOURS
		FROM	TO	*	PREVIOUS	PRESENT			
55038418G24	00	726	826	30	40671	57073	1	23	16402
INTEREST CHARGE									446 93
ACCOUNT BALANCE									797 81

COMPARE YOUR AVERAGE DAILY USE WITH LAST YEAR			
DAYS	BILLING PERIOD	KWH BILLED	KWH PER DAY
	THIS MONTH THIS YEAR		
	THIS MONTH LAST YEAR		

LEVEL PAY
AMOUNTPLEASE PAY
THIS AMOUNT

797.81

TO AID ASSISTANCE PROGRAM (PROJECT SHARE), PLEASE ADD \$1.00.

*O—REGULAR READING
CR—CREDIT1—CUSTOMER READING
AV—AVERAGE2-OR 3—ESTIMATED READING
MN—MINIMUM

CUSTOMER COPY — PLEASE RETAIN

**Idaho
Power**

PLEASE BRING ENTIRE BILL WHEN PAYING IN PERSON
FOR ACCOUNT INQUIRIES CALL OR CONTACT YOUR LOCAL OFFICE AT
536-5711 134 E MAIN, WENDELL

CUSTOMER IDENTIFICATION									
CUSTOMER NAME					SERVICE LOCATION				
LLOYD BURRELL					W5460N 1530E 0050				
CUSTOMER NUMBER					TYPE OF SERVICE				
0157-000215-3					IRRIGATION				
ACCOUNT INFORMATION AS OF JULY 01, 1985									
BALANCE FORWARD ►									
METER NUMBER OR NUMBER OF LAMPS	RATE	SERVICE		DAYS	METER READING		METER CONSTANT	BILLING DEMAND	BILLING ENERGY KILOWATT HOURS
		FROM	TO		PREVIOUS	PRESENT			
55038418G24	606	626	2001	550324832	1	22	9379	25911	
ACCOUNT BALANCE									25911



COMPARE YOUR AVERAGE DAILY USE WITH LAST YEAR			
DAYS	BILLING PERIOD	KWH BILLED	KWH PER DAY
	THIS MONTH THIS YEAR		
	THIS MONTH LAST YEAR		

LEVEL PAY AMOUNT

PLEASE PAY THIS AMOUNT
259.11

TO AID ASSISTANCE PROGRAM (PROJECT SHARE), PLEASE ADD \$1.00.

*O — REGULAR READING 1 — CUSTOMER READING 2-OR 3 — ESTIMATED READING
CR — CREDIT AV — AVERAGE MN — MINIMUM

CUSTOMER COPY — PLEASE RETAIN

REFILED
JUL 01 1985

**Idaho
Power**

PLEASE BRING ENTIRE BILL WHEN PAYING IN PERSON
FOR ACCOUNT INQUIRIES CALL OR CONTACT YOUR LOCAL OFFICE AT
536-5711 134 E MAIN, WENDELL

CUSTOMER IDENTIFICATION									
CUSTOMER NAME LLOYD BURRELL					SERVICE LOCATION 45460N 1530E 0050				
CUSTOMER NUMBER 0157-000215-8					TYPE OF SERVICE IRRIGATION				
ACCOUNT INFORMATION AS OF JULY 31, 1985									
THIS AMOUNT WAS PAST DUE LAST MONTH					BALANCE FORWARD ▶			25911	
METER NUMBER OR NUMBER OF LAMPS	R A T E	SERVICE FROM TO		D A Y S	METER READING * PREVIOUS PRESENT		METER CONSTANT	BILLING DEMAND	BILLING ENERGY KILOWATT HOURS
55038418G24	00	626	726		02488240671		1	22	15739
CREDIT (SEE BILL INSERT)									42989
									7910CR
ACCOUNT BALANCE									60990



COMPARE YOUR AVERAGE DAILY USE WITH LAST YEAR			
DAYS	BILLING PERIOD	KWH BILLED	KWH PER DAY
	THIS MONTH THIS YEAR		
	THIS MONTH LAST YEAR		

LEVEL PAY AMOUNT

PLEASE PAY THIS AMOUNT
35079
609.90

TO AID ASSISTANCE PROGRAM (PROJECT SHARE), PLEASE ADD \$1.00.

*O—REGULAR READING
CR—CREDIT

1—CUSTOMER READING
AV—AVERAGE

2 OR 3—ESTIMATED READING
MN—MINIMUM

CUSTOMER COPY — PLEASE RETAIN

FILED
FEB 01 1993

**Idaho
Power**By Adding \$1, You Can Help () **ject Share**

DATE PREPARED

9-26-85

FOR SERVICE TO

9-26-85

DATE PAST DUE

10-15-85

PLEASE PAY
THIS AMOUNT

197.49

LLOYD BURRELL

**B003 **

BOX 311

WENDELL, ID 83355

018372

01570002158 000019749 000002298 000019749 0926 1

PLEASE DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

PLEASE BRING ENTIRE BILL WHEN PAYING IN PERSON

FOR ACCOUNT INQUIRIES CALL OR CONTACT YOUR LOCAL OFFICE AT

536-5711

134 E MAIN, WENDELL

**Idaho
Power**

CUSTOMER IDENTIFICATION

CUSTOMER NAME
LLOYD BURRELLSERVICE LOCATION
W5460N 1530E 0050CUSTOMER NUMBER
0157-000215-8TYPE OF SERVICE
IRRIGATION

ACCOUNT INFORMATION AS OF SEPTEMBER 26, 1985

BALANCE FORWARD ►

2298CR

METER NUMBER OR NUMBER OF LAMPS	RATE	SERVICE		DAYS	METER READING		METER CONSTANT	BILLING DEMAND	BILLING ENERGY KILOWATT HOURS	
		FROM	TO		PREVIOUS	PRESENT				
55038418G	24	826	926	310	5707364	981	1	22	7908	23587
	00				INTEREST CHARGE					51
	00				INTEREST CREDIT					1591CR

CLOSING BILL

ACCOUNT BALANCE

19749

COMPARE YOUR AVERAGE DAILY USE WITH LAST YEAR

DAYS	BILLING PERIOD	KWH BILLED	KWH PER DAY
	THIS MONTH THIS YEAR		
	THIS MONTH LAST YEAR		

LEVEL PAY
AMOUNTPLEASE PAY
THIS AMOUNT

197.49

TO AID ASSISTANCE PROGRAM (PROJECT SHARE), PLEASE ADD \$1.00.

*O—REGULAR READING
CR—CREDIT1—CUSTOMER READING
AV—AVERAGE2 OR 3—ESTIMATED READING
MN—MINIMUM

CUSTOMER COPY — PLEASE RETAIN

FARM LEASE

THIS INDENTURE, made and entered into this 1st day of March, A. D. 1990, by and between Jack A. McEntire & Owen Keith Jensen, Harvey C. Iverson, Rental Agent and Lloyd M. Burrell & Alice C. Burrell party of the first part, and party of the second part, Witnesseth:

That the first party, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the second party, has by these presents demised and leased to the second party the following described land, to-wit:

$W\frac{1}{2}$ of $SW\frac{1}{4}$, Section 30, Township 7 South, Range 15 E. B. M., Gooding County, Idaho

in the County of Gooding and State of Idaho and containing 80 acres, more or less, to have and to hold the same to the second party from the 1st day of March, 1990, to the 1st day of March, 1991. And the second party, in consideration of the leasing of the premises as above set forth, covenants and agrees with the first party to pay, as rent for the same, in the manner following: That is to say,

\$1,200.00 cash rent to be paid in the following manner:
\$1,200.00 to be paid on or before November 1, 1990 to be evidenced by a promissory note. It is understood that this farm is irrigated by an irrigation well and that the lessees agree to pay all expenses involved to pump irrigation water for the 1990 cropping season. The lessees agree to hold the lessors harmless from all expenses incurred regarding the pumping of irrigation water and the lessees agree to pay all bills for electricity and repairs, if any, on the irrigation pump and to pay all bills when they become due and not let any of them become delinquent. Any expense for seed, fertilizer or harvesting is also to be paid by the lessees. The Lessors agree to pay all real estate taxes when they become due.

And the second party covenants with the first party that at the expiration of the term of this lease he will yield up the possession to the first party, without further demand or notice, in as good order and condition as when the same was entered upon by the second party, loss by fire, inevitable accidents and ordinary wear excepted. And failing thus to deliver up said premises, the second party agrees to pay the first party five dollars per day for all the time he may continue in the possession of said premises after the expiration of this lease.

And it is further expressly understood and agreed between the parties hereto as follows:

- I. The second party covenants to farm said premises in a good and farmlike manner, and to raise the greatest amount of grain thereon the nature of the soil and season will permit, and further to break up and improve as much of the waste land as may be in condition to plow.
- II. The second party covenants to properly care for all growing crops in a good and husbandlike manner, and to harvest all crops in proper season, and failing so to do the party of the first part may enter upon said premises, either by himself or agent, and properly care for or harvest said crops and charge the cost of the party of the second part.
- III. The second party shall haul out and distribute upon the poorest soil upon said premises, all the manure and compost suitable to be used, and further not to burn any stalks, straw or stubble on said premises, to sell or remove any of said straw, or allow it to be removed, but shall have the right to use it upon said premises.
- IV. The second party shall reserve and keep the fruit and ornamental trees, vines and shrubbery that are now or may be hereafter planted upon the premises, from injury by plowing or from cattle or other stock, and further to keep said premises free from brush and burrs, and Russian thistles, and shall mow or cut near the surface all weeds on said land within the limits of the public roads thereon, on or before the 15th day of August of each year and shall also keep all the necessary ditches and drains plowed and cleaned out during the continuation of this lease.
- V. The said second party shall keep said premises, including the hedges and fences, in proper repair, provided that the landlord shall furnish necessary material, that he or his agents may consider needful to repair said premises within a reasonable time after being notified, and the second party shall haul said materials to said premises without charge.
- VI. And the second party further covenants not to remove any of the grain raised on said premises, during the term of said lease, until the rent herein specified shall be fully paid, nor to sell the same or any part thereof. And if any grain raised on said premises during said term shall be removed or attempted to be removed by any person or persons before the payment of said rent; or if the second party shall sell or attempt to sell said grain or produce or any part thereof, or if the same or any part thereof shall be claimed or attached or levied upon by execution or claimed by any other person or persons upon any pretense whatever before said rent shall be fully paid, then upon the happening of any such contingency said rent shall immediately become due and payable and the first party, or his legal representative, shall have the right to enter into said premises and take possession of said grain, or wherever the same may be found, and to remove the same and sell the same or any part thereof, or if the same shall not be sufficiently matured for harvesting or gathering, to cultivate the same and to preserve or protect the same until it shall be fit, and then to harvest and gather or sell the same, or any part thereof, at private or public sale, and to apply the proceeds thereof to the payment of the expenses and costs of carrying out the provisions of this lease and the payment of said rent hereby reserved.
- VII. The first party reserves the right to plow the stubble ground when the second party may have cut the grain grown thereon, and further, that the first party or his legal representatives may enter upon said premises for the purpose of viewing or seeding and making repairs.
- VIII. If the second party shall fail to cultivate said premises as herein agreed, or shall fail to keep any of the covenants contained in this lease, or shall assign this lease or underlet said premises or any part thereof, then this lease shall, at the election of the first party, be null and void, and the first party, or his legal representatives, shall have the right to take possession of said premises, using such force as may be necessary with or without process of law, and all damages growing out of the failure to perform any of the covenants of this lease, shall be added to and become a part of the rent, recoverable as rent.
- IX. The second party hereby waives and relinquishes all rights from exemption from sale or seizure under distress or execution, that he now has or may hereafter have by virtue of any law of the state exempting personal property from seizure and sale; on execution or distress for rent, said first party shall have upon the terms of this lease, in addition to the lien given him by law, a lien upon all personal property owned by second party during the term of this lease, whether said property is exempt from execution or not, and said second party hereby gives the first party full power and right to take and seize any personal property, whether exempt by law or not, and sell the same, or any part thereof, in satisfaction of said rent hereby agreed to be paid.
- X. The second party also agrees to pay and discharge all costs and attorney fees or any expense that shall arise from enforcing any of the covenants of this lease by the first party, and it is further agreed by and between the parties that all the crops growing or in stack, crib or granary on said premises shall be security for all sums due or to become due from party of the second part to party of the first part as evidenced by book account or note held by party of the first part.
- Any waiver of any breach of covenants herein contained to be kept and performed by the lessee shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the lessor from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

IN WITNESS WHEREOF we have hereunto set our hands and seals the day and year first above written.

Harvey C. Iverson
Witness for Party of the First Part

Jack A. McEntire & Owen Keith Jensen
Witness for Party of the Second Part

Lloyd M. Burrell
Alice C. Burrell

FILED
FEB 01 1993

THIS INDENTURE, made and entered into this 1st day of March, A.D. 1988, by and between Jack A. McEntire & Owen Keith Jensen, Harvey C. Iverson, Rental Agent, Lloyd M. Burrell and Alice C. Burrell, party of the first part, and _____ party of the second part, Witnesseth:

That the first party, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the second party, has by these presents demised and leased to the second party the following described land, to-wit:

W $\frac{1}{2}$ of SW $\frac{1}{4}$, Section 30, Township 7 South, Range 15 E. B. M., Gooding County, Idaho.

in the County of Gooding and State of Idaho and containing 80 acres, more or less, to have and to hold the same to the second party from the 1st day of March, 1988, to the 1st day of March, 1989. And the second party, in consideration of the leasing of the premises as above set forth, covenants and agrees with the first party to pay, as rent for the same, in the manner following: That is to say,

\$1,200.00 cash rent to be paid in the following manner:

\$100.00 upon the signing of this lease and

\$1,100.00 to be paid on or before November 1, 1988 to be evidenced by a promissory note. It is understood that this farm is irrigated by an irrigation well and that the lessees agree to pay all expenses involved to pump irrigation water for the 1988 cropping season. The lessees agree to hold the lessors harmless from all expenses incurred regarding the pumping of irrigation water and the lessees agree to pay all bills for electricity and repairs, if any, on the irrigation pump and to pay all bills when they become due and not let any of them become delinquent. Any expense for seed, fertilizer or harvesting is also to be paid by lessees. The lessors agree to pay all real estate taxes when they become due.

And the second party covenants with the first party that at the expiration of the term of this lease he will yield up the possession to the first party, without further demand or notice, in as good order and condition as when the same was entered upon by the second party, loss by fire, inevitable accidents and ordinary wear excepted. And failing thus to deliver up said premises, the second party agrees to pay the first party five dollars per day for all the time he may continue in the possession of said premises after the expiration of this lease.

And it is further expressly understood and agreed between the parties hereto as follows:

- I. The second party covenants to farm said premises in a good and farmlike manner, and to raise the greatest amount of grain thereon the nature of the soil and season will permit, and further to break up and improve as much of the waste land as may be in condition to plow.
 - II. The second party covenants to properly care for all growing crops in a good and husbandlike manner, and to harvest all crops in proper season, and failing so to do the party of the first part may enter upon said premises, either by himself or agent, and properly care for or harvest said crops and charge the cost of the party of the second part.
 - III. The second party shall haul out and distribute upon the poorest soil upon said premises, all the manure and compost suitable to be used, and further not to burn any stalks, straw or stubble on said premises, to sell or remove any of said straw, or allow it to be removed, but shall have the right to use it upon said premises.
 - IV. The second party shall reserve and keep the fruit and ornamental trees, vines and shrubbery that are now or may be hereafter planted upon the premises, from injury by plowing or from entitle or other stock, and further to keep said premises free from brush and burrs, and Russian thistles, and shall mow or cut near the surface all weeds on said land within the limits of the public roads thereon, on or before the 15th day of August of each year and shall also keep all the necessary ditches and drains plowed and cleaned out during the continuation of this lease.
 - V. The said second party shall keep said premises, including the hedges and fences, in proper repair, provided that the landlord shall furnish necessary material, that he or his agents may consider needful to repair said premises within a reasonable time after being notified, and the second party shall haul said materials to said premises without charge.
 - VI. And the second party further covenants not to remove any of the grain raised on said premises, during the term of said lease, until the rent herein specified shall be fully paid, nor to sell the same or any part thereof, And if any grain raised on said premises during said term shall be removed or attempted to be removed by any person or persons before the payment of said rent; or if the second party shall sell or attempt to sell said grain or produce or any part thereof, or if the same or any part thereof shall be claimed or attached or levied upon by execution or claimed by any other person or persons upon any pretense whatever before said rent shall be fully paid, then upon the happening of any such contingencies said rent shall immediately become due and payable and the first party, or his legal representative, shall have the right to enter into said premises and take possession of said grain, or if the same shall not be found, and to remove the same and sell the same or any part thereof, or if the same shall not be sufficient to satisfy the expenses and costs of carrying out the provisions of this lease and the payment of said rent hereby reserved.
 - VII. The first party reserves the right to plow the stubble ground when the second party may have cut the grain grown thereon, and further, that the first party or his legal representatives may enter upon said premises for the purpose of viewing or seeding and making repairs.
 - VIII. If the second party shall fail to cultivate said premises as herein agreed, or shall fail to keep any of the covenants contained in this lease, or shall assign this lease or underlet said premises or any part thereof, then this lease shall, at the election of the first party, be null and void, and the first party, or his legal representatives, shall have the right to take possession of said premises, using such force as may be necessary with or without process of law, and all damages growing out of the failure to perform any of the covenants of this lease, shall be added to and become a part of the rent, recoverable as rent.
 - IX. The second party hereby waives and relinquishes all rights from exemption from sale or seizure under distress or execution, that he now has or may hereafter have by virtue of any law of the state exempting personal property from seizure and sale; on execution or distress for rent, said first party shall have upon the terms of this lease, in addition to the lien given him by law, a lien upon all personal property owned by second party during the term of this lease, whether said property is exempt from execution or not, and said second party hereby gives the first party full power and right to take and seize any personal property, whether exempt by law or not, and sell the same, or any part thereof, in satisfaction of said rent hereby agreed to be paid.
 - X. The second party also agrees to pay and discharge all costs and attorney fees or any expense that shall arise from enforcing any of the covenants of this lease by the first party, and it is further agreed by and between the parties that all the crops growing or in stack, crib or granary on said premises shall be security for all sums due or to become due from party of the second part to party of the first part as evidenced by book account or note held by party of the first part.
- Any waiver of any breach of covenants herein contained to be kept and performed by the lessee shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the lessor from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

IN WITNESS WHEREOF we have hereunto set our hands and seals the day and year first above written.

Witness for Party of the First Part

Witness for Party of the Second Part

Lloyd M. Burrell
Alice C. Burrell
Harvey C. Iverson
Rental Agent for the Owners

FILED
FFR U 1 1993

FARM LEASE

THIS INDENTURE, made and entered into this 1st day of March, A. D. 1987, by and between Jack A. McIntire & Owen Keith Jensen, Harvey C. Iversop, Rental Agent, party of the first part, and Lloyd M. Burrell and Alice C. Burrell, party of the second part, Witnesseth: That the first party, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the second party, has by these presents demised and leased to the second party the following described land, to-wit:

W $\frac{1}{2}$ of SW $\frac{1}{4}$, Section 30, Township 7 South, Range 15 E. B. M., Gooding County, Idaho.

in the County of Gooding and State of Idaho and containing 80 acres, more or less, to have and to hold the same to the second party from the 1st day of March, 1987, to the 1st day of March, 1988. And the second party, in consideration of the leasing of the premises as above set forth, covenants and agrees with the first party to pay, as rent for the same, in the manner following: That is to say,

\$1,200.00 cash rent to be paid in the following manner: \$100.00 upon the signing of this lease and \$1,100.00 to be paid on or before November 1, 1987 to be evidenced by a promissory note. It is understood that this farm is irrigated by an irrigation well and that the lessees agree to pay all expenses involved to pump irrigation water for the 1987 cropping season. The lessees agree to hold the lessors harmless from all expenses incurred regarding the pumping of irrigation water and the lessees agree to pay all bills for electricity and repairs, if any, on the irrigation pump and to pay all bills when they become due and not let any of them become delinquent. Any expense for seed, fertilizer or harvesting is also to be paid by lessees. The Lessors agree to pay all real estate taxes when they become due.

And the second party covenants with the first party that at the expiration of the term of this lease he will yield up the possession to the first party, without further demand or notice, in as good order and condition as when the same was entered upon by the second party, loss by fire, inevitable accidents and ordinary wear excepted. And failing thus to deliver up said premises, the second party agrees to pay the first party five dollars per day for all the time he may continue in the possession of said premises after the expiration of this lease.

And it is further expressly understood and agreed between the parties hereto as follows:

- I. The second party covenants to farm said premises in a good and farmlike manner, and to raise the greatest amount of grain thereon the nature of the soil and season will permit, and further to break up and improve as much of the waste land as may be in condition to plow.
- II. The second party covenants to properly care for all growing crops in a good and husbandlike manner, and to harvest all crops in proper season, and falling so to do the party of the first part may enter upon said premises, either by himself or agent, and properly care for or harvest said crops and charge the cost of the party of the second part.
- III. The second party shall haul out and distribute upon the poorest soil upon said premises, all the manure and compost suitable to be used, and further not to burn any stalks, straw or stubble on said premises, to sell or remove any of said straw, or allow it to be removed, but shall have the right to use it upon said premises.
- IV. The second party shall reserve and keep the fruit and ornamental trees, vines and shrubbery that are now or may be hereafter planted upon the premises, from injury by plowing or from cattle or other stock, and further to keep said premises free from brush and burrs, and Russian thistles, and shall mow or cut near the surface all weeds on said land within the limits of the public roads thereon, on or before the 15th day of August of each year and shall also keep all the necessary ditches and drains plowed and cleaned out during the continuation of this lease.
- V. The said second party shall keep said premises, including the hedges and fences, in proper repair, provided that the landlord shall furnish necessary material, that he or his agents may consider needful to repair said premises within a reasonable time after being notified, and the second party shall haul said materials to said premises without charge.
- VI. And the second party further covenants not to remove any of the grain raised on said premises, during the term of said lease, until the rent herein specified shall be fully paid, nor to sell the same or any part thereof, or if any grain raised on said premises during said term shall be removed or attempted to be removed by any person or persons before the payment of said rent; or if the second party shall sell or attempt to sell said grain or produce or any part thereof, or if the same or any part thereof shall be claimed or attached or levied upon by execution or claimed by any other person or persons upon any pretense whatever before said rent shall be fully paid, then upon the happening of any such contingencies said rent shall immediately become due and payable and wherever the same may be found, and to remove the same and sell the same or any part thereof, or if the same shall not be sufficiently matured for harvesting or gathering, to cultivate the same and to preserve or protect the same until it shall be fit, and then to harvest and gather or sell the same, or any part thereof, at private or public sale, and to apply the proceeds thereof to the payment of the expenses and costs of carrying out the provisions of this lease and the payment of said rent hereby reserved.
- VII. The first party reserves the right to plow the stubble ground when the second party may have cut the grain grown thereon, and further, that the first party or his legal representatives may enter upon said premises for the purpose of viewing or seeding and making repairs.
- VIII. If the second party shall fail to cultivate said premises as herein agreed, or shall fail to keep any of the covenants contained in this lease, or shall assign this lease or underlet said premises or any part thereof, then this lease shall, at the election of the first party, be null and void, and the first party, or his legal representatives, shall have the right to take possession of said premises, using such force as may be necessary with or without process of law, and all damages growing out of the failure to perform any of the covenants of this lease, shall be added to and become a part of the rent, recoverable as rent.
- IX. The second party hereby waives and relinquishes all rights from exemption from sale or seizure under distress or execution, that he now has or may hereafter have by virtue of any law of the state exempting personal property from seizure and sale; on execution or distress for rent, said first party shall have upon the terms of this lease, in addition to the lien given him by law, a lien upon all personal property owned by second party during the term of this lease, whether said property is exempt from execution or not, and said second party hereby gives the first party full power and right to take and seize any personal property, whether exempt by law or not, and sell the same, or any part thereof, in satisfaction of said rent hereby agreed to be paid.
- X. The second party also agrees to pay and discharge all costs and attorney fees or any expense that shall arise from enforcing any of the covenants of this lease by the first party, and it is further agreed by and between the parties that all the crops growing or in stack, crib or granary on said premises shall be security for all sums due or to become due from party of the second part to party of the first part as evidenced by book account or note held by party of the first part.
- Any waiver of any breach of covenants herein contained to be kept and performed by the lessee shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the lessor from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

IN WITNESS WHEREOF we have hereunto set our hands and seals the day and year first above written.

Witness for Party of the First Part

Witness for Party of the Second Part

Lloyd M. Burrell
Harvey C. Iversop
Rental Agent for Jensen

FARM LEASE

THIS INDENTURE, made and entered into this 1st day of March, 1986, by and between Jack A. McEntire & Owen Keith Jensen, Harvey G. Iverson, party of the first part, and Lloyd M. Burrell and Alice C. Burrell, party of the second part. Witnesseth:

That the first party, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the second party, has by these presents demised and leased to the second party the following described land, to-wit:

W $\frac{1}{2}$ of SW $\frac{1}{4}$, Section 30, Township 7 South, Range 15 E. B. M., Gooding County, Idaho.

in the County of Gooding and State of Idaho and containing 80 acres, more or less, to have and to hold the same to the second party from the 1st day of March, 1986, to the 1st day of March, 1987. And the second party, in consideration of the leasing of the premises as above set forth, covenants and agrees with the first party to pay, as rent for the same, in the manner following: That is to say,

\$1,200.00 cash rent to be paid in the following manner:

\$100.00 upon the signing of this lease and

\$1,100.00 to be paid on or before November 1, 1986 to be evidenced by a promissory note.

It is understood that this farm is irrigated by an irrigation well and that the lessees agree to pay all expenses involved to pump irrigation water for the 1986 cropping season. The lessees agree to hold the lessors harmless from all expenses incurred regarding the pumping of irrigation water and the lessees agree to pay all bills for electricity and repairs, if any, on the irrigation pump and to pay all bills when they become due and not let any of them become delinquent. Any expense for seed, fertilizer or harvesting is also to be paid by the lessees. The Lessors agree to pay all real estate taxes when they become due.

And the second party covenants with the first party that at the expiration of the term of this lease he will yield up the possession to the first party, without further demand or notice, in as good order and condition as when the same was entered upon by the second party, loss by fire, inevitable accidents and ordinary wear excepted. And failing thus to deliver up said premises, the second party agrees to pay the first party five dollars per day for all the time he may continue in the possession of said premises after the expiration of this lease.

And it is further expressly understood and agreed between the parties hereto as follows:

- I. The second party covenants to farm said premises in a good and farmlike manner, and to raise the greatest amount of grain thereon the nature of the soil and season will permit, and further to break up and improve as much of the waste land as may be in condition to plow.
- II. The second party covenants to properly care for all growing crops in a good and husbandlike manner, and to harvest all crops in proper season, and falling so to do the party of the first part may enter upon said premises, either by himself or agent, and properly care for or harvest said crops and charge the cost of the party of the second part.
- III. The second party shall haul out and distribute upon the poorest soil upon said premises, all the manure and compost suitable to be used, and further not to burn any stalks, straw or stubble on said premises, to sell or remove any of said straw, or allow it to be removed, but shall have the right to use it upon said premises.
- IV. The second party shall reserve and keep the fruit and ornamental trees, vines and shrubbery that are now or may be hereafter planted upon the premises, from injury by plowing or from cattle or other stock, and further to keep said premises free from brush and burrs, and Russian thistles, and shall mow or cut near the surface all weeds on said land within the limits of the public roads thereon, on or before the 15th day of August of each year and shall also keep all the necessary ditches and drains plowed and cleaned out during the continuation of this lease.
- V. The said second party shall keep said premises, including the hedges and fences, in proper repair, provided that the landlord shall furnish necessary material, that he or his agents may consider needful to repair said premises within a reasonable time after being notified, and the second party shall haul said materials to said premises without charge.
- VI. And the second party further covenants not to remove any of the grain raised on said premises, during the term of said lease, until the rent herein specified shall be fully paid, nor to sell the same or any part thereof. And if any grain raised on said premises during said term shall be removed or attempted to be removed by any person or persons before the payment of said rent; or if the second party shall sell or attempt to sell said grain or produce or any part thereof, or if the same or any part thereof shall be claimed or attached or levied upon by execution or claimed by any other person or persons upon any pretense whatever before said rent shall be fully paid, then upon the happening of any such contingencies said rent shall immediately become due and payable and wherever the same may be found, and to remove the same and sell the same or any part thereof, or if the same shall not be sufficiently matured for harvesting or gathering, to cultivate the same and to preserve or protect the same until it shall be fit, and then to harvest and gather or sell the same, or any part thereof, in satisfaction of said rent hereby agreed to be paid.
- VII. The first party reserves the right to plow the stubble ground when the second party may have cut the grain grown thereon, and further, that the first party or his legal representatives may enter upon said premises for the purpose of viewing or seeding and making repairs.
- VIII. If the second party shall fail to cultivate said premises as herein agreed, or shall fail to keep any of the covenants contained in this lease, or shall assign this lease or underlet said premises or any part thereof, then this lease shall, at the election of the first party, be null and void, and the first party, or his legal representatives, shall have the right to take possession of said premises, using such force as may be necessary with or without process of law, and all damages growing out of the failure to perform any of the covenants of this lease, shall be added to and become a part of the rent, recoverable as rent.
- IX. The second party hereby waives and relinquishes all rights from exemption from sale or seizure under distress or execution, that he now has or may hereafter have by virtue of any law of the state exempting personal property from seizure and sale; on execution or distress for rent, said first party shall have upon the terms of this lease, in addition to the lien given him by law, a lien upon all personal property owned by second party during the term of this lease, whether said property is exempt from execution or not, and said second party hereby gives the first party full power and right to take and seize any personal property, whether exempt by law or not, and sell the same, or any part thereof, in satisfaction of said rent hereby agreed to be paid.
- X. The second party also agrees to pay and discharge all costs and attorney fees or any expense that shall arise from enforcing any of the covenants of this lease by the first party, and it is further agreed by and between the parties that all the crops growing or in stack, crib or granary on said premises shall be security for all sums due or to become due from party of the second part to party of the first part as evidenced by book account or note held by party of the first part.

Any waiver of any breach of covenants herein contained to be kept and performed by the lessee shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the lessor from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

IN WITNESS WHEREOF we have hereunto set our hands and seals the day and year first above written.

Witness for Party of the First Part

Witness for Party of the Second Part

FARM LEASE

THIS INDENTURE, made and entered into this 1st day of March, A. D., 1984, by and between Jack A. McIntire & Owen Keith Jensen, Harvey C. Iverson, rent agent, Lloyd M. Burrell & Alice C. Burrell, party of the first part, and party of the second part, Witnesseth:

That the first party, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the second party, has by these presents demised and leased to the second party the following described land, to-wit:

W $\frac{1}{2}$ of SW $\frac{1}{4}$, Section 30, Township 7 South, Range 15 E. B. M. Gooding County, Idaho.

in the County of Gooding and State of Idaho and containing 80 acres, more or less, to have and to hold the same to the second party from the 1st day of March, 1984, to the 1st day of March, 1985. And the second party, in consideration of the leasing of the premises as above set forth, covenants and agrees with the first party to pay, as rent for the same, in the manner following: That is to say,

\$1,200.00 cash rent to be paid in the following manner:
\$100.00 upon the signing of this lease and
\$1,100.00 to be paid on or before November 1, 1984 to be evidenced by a promissory note. It is understood that this farm is irrigated by an irrigation well and that the lessees agree to pay all expenses involved to pump irrigation water for the 1984 cropping season. The lessees agree to hold the Lessors harmless from all expense incurred regarding the pumping of irrigation water and the Lessees agree to pay all bills for electricity and repairs, if any, on the irrigation pump and to pay all bills when they become due and not let any of them become delinquent. Any expense for seed, fertilizer or harvesting is also to be paid by the Lessees. The Lessors agree to pay all real estate taxes when they become due.

And the second party covenants with the first party that at the expiration of the term of this lease he will yield up the possession to the first party, without further demand or notice, in as good order and condition as when the same was entered upon by the second party, loss by fire, inevitable accidents and ordinary wear excepted. And failing thus to deliver up said premises, the second party agrees to pay the first party five dollars per day for all the time he may continue in the possession of said premises after the expiration of this lease.

And it is further expressly understood and agreed between the parties hereto as follows:

- I. The second party covenants to farm said premises in a good and farmlike manner, and to raise the greatest amount of grain thereon the nature of the soil and season will permit, and further to break up and improve as much of the waste land as may be in condition to plow.
- II. The second party covenants to properly care for all growing crops in a good and husbandlike manner, and to harvest all crops in proper season, and failing so to do the party of the first part may enter upon said premises, either by himself or agent, and properly care for or harvest said crops and charge the cost of the party of the second part.
- III. The second party shall haul out and distribute upon the poorest soil upon said premises, all the manure and compost suitable to be used, and further not to burn any stalks, straw or stubble on said premises, to sell or remove any of said straw, or allow it to be removed, but shall have the right to use it upon said premises.
- IV. The second party shall reserve and keep the fruit and ornamental trees, vines and shrubbery that are now or may be hereafter planted upon the premises, from injury by plowing or from cattle or other stock, and further to keep said premises free from brush and burrs, and Russian thistles, and shall mow or cut near the surface all weeds on said land within the limits of the public roads thereon, on or before the 15th day of August of each year and shall also keep all the necessary ditches and drains plowed and cleaned out during the continuation of this lease.
- V. The said second party shall keep said premises, including the hedges and fences, in proper repair, provided that the landlord shall furnish necessary material, that he or his agents may consider needful to repair said premises within a reasonable time after being notified, and the second party shall haul said materials to said premises without charge.
- VI. And the second party further covenants not to remove any of the grain raised on said premises, during the term of said lease, until the rent herein specified shall be fully paid, nor to sell the same or any part thereof, And if any grain raised on said premises during said term shall be removed or attempted to be removed by any person or persons before the payment of said rent; or if the second party shall sell or attempt to sell said grain or produce or any part thereof, or if the same or any part thereof shall be claimed or attached or levied upon by execution or claimed by any other person or persons upon any pretense whatever before said rent shall be fully paid, then upon the happening of any such contingencies said rent shall immediately become due and payable and the first party, or his legal representative, shall have the right to enter into said premises and take possession of said grain, or wherever the same may be found, and to remove the same and sell the same or any part thereof, or if the same shall not be sufficiently matured for harvesting or gathering, to cultivate the same and to preserve or protect the same until it shall be fit, and then to harvest and either sell the same, or any part thereof, at private or public sale, and to apply the proceeds thereof to the payment of the expenses and costs of carrying out the provisions of this lease and the payment of said rent hereby reserved.
- VII. The first party reserves the right to plow the stubble ground when the second party may have cut the grain grown thereon, and further, that the first party or his legal representatives may enter upon said premises for the purpose of viewing or seeding and making repairs.
- VIII. If the second party shall fail to cultivate said premises as herein agreed, or shall fail to keep any of the covenants contained in this lease, or shall assign this lease or underlet said premises or any part thereof, then this lease shall, at the election of the first party, be null and void, and the first party, or his legal representatives, shall have the right to take possession of said premises, using such force as may be necessary with or without process of law, and all damages growing out of the failure to perform any of the covenants of this lease, shall be added to and become a part of the rent, recoverable as rent.
- IX. The second party hereby waives and relinquishes all rights from exemption from sale or seizure under distress or execution, that he now has or may hereafter have by virtue of any law of the state exempting personal property from seizure and sale; on execution or distress for rent, said first party shall have upon the terms of this lease, whether said property is exempt from execution or not, and said second party hereby gives the first party full power and right to take and seize any personal property, whether exempt by law or not, and sell the same, or any part thereof, in satisfaction of said rent hereby agreed to be paid.
- X. The second party also agrees to pay and discharge all costs and attorney fees or any expense that shall arise from enforcing any of the covenants of this lease by the first party, and it is further agreed by and between the parties that all the crops growing or in stack, crib or granary on said premises shall be security for all sums due or to become due from party of the second part to party of the first part as evidenced by book account or note held by party of the first part.
- Any waiver of any breach of covenants herein contained to be kept and performed by the lessee shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the lessor from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

IN WITNESS WHEREOF we have hereunto set our hands and seals the day and year first above written.

Witness for Party of the First Part

Witness for Party of the Second Part

Harvey C. Iverson
Lloyd M. Burrell