

07/29/02 11:55 208 527 3271

ID WATER RESOURCES - EASTERN

0004

2001

Ident. No. TC-34-06

7/92

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TEMPORARY CHANGE APPLICATION
(To change point of diversion, place of use or purpose of use)

Name of applicant Mitchell D. Sorensen & Bruce Soelberg Phone 527-3271
Post Office address 3871 West 2500 North Moore Idaho 83255

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☒ Add diversion point(s) ☐ Change place of use
☐ Change purpose of use ☐ Other

2. Describe the proposed change(s) and the reason(s) therefor Both Sorensen and Soelberg need additional water supplies because their wells are not producing the normal rate of discharge. Basin 34 is experiencing another drought year. The transfer will enable the applicants to more fully irrigate their farms.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number	Priority	Amount	Nature	Period of Use
<u>34-07247</u>	<u>5/30/1980</u>	<u>1.61 cfs</u>	<u>irrigation</u>	<u>4-01</u> to <u>10-31</u>
<u>34-07120</u>	<u>9/05/1974</u>	<u>.80 cfs</u>	<u>irrigation</u>	<u>4-01</u> to <u>10-31</u>
				to
<u>34-07118</u>	<u>11/24/1975</u>	<u>2.40 cfs</u>	<u>irrigation</u>	<u>4-01</u> to <u>10-31</u>

2. Total amount of water being transferred 4.81 cubic feet/second and/or _____ acre-feet per annum.

3. Source of water Groundwater tributary to _____

4. Point(s) of Diversion:

Ident No.	Gov't Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		SE	SE		5	4N	26E	Butte	Well
<u>Note: Clerical Correction as described in June 9, 2001 letter to Ron Carlson</u>									
		NE	NW	NW	8	04N	26E	Butte	Well

5. Lands irrigated or Place(s) of Use: same as existing description of water right elements. (see attachment)

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Total acres _____

Ident. No. TS-34-06

7/92

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TEMPORARY CHANGE APPLICATION
(To change point of diversion, place of use or purpose of use)

Name of applicant Mitchell D. Sorensen & Bruce Soelberg Phone 527-3211
Post Office address 3871 West 2500 North Moore Idaho 83205

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☒ Add diversion point(s) ☐ Change place of use
☐ Change purpose of use ☐ Other

2. Describe the proposed change(s) and the reason(s) therefor Both Sorensen and Soelberg need additional water supplies because their wells are not producing the normal rate of discharge. Basin 34 is experiencing another drought year. The transfer will enable the applicants to more fully irrigate their farms.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

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<u>34-07247</u>	<u>5/30/1980</u>	<u>1.61 cfs</u>	<u>irrigation</u>	<u>4-01</u> to <u>10-31</u>
<u>34-07120</u>	<u>9/05/1974</u>	<u>.80 cfs</u>	<u>irrigation</u>	<u>4-01</u> to <u>10-31</u>
				to
<u>34-07118</u>	<u>11/24/1975</u>	<u>2.40 cfs</u>	<u>irrigation</u>	<u>4-01</u> to <u>10-31</u>

2. Total amount of water being transferred 4.81 cubic feet/second and/or _____ acre-feet per annum.

3. Source of water Groundwater tributary to _____

4. Point(s) of Diversion:

Ident No.	Gov't Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		SE	SE		5	4N	26E	Butte	Well

5. Lands irrigated or Place(s) of Use: same as existing description of water right elements. (see attachments)

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Total acres _____

6. General Information:

- a. Who owns the water right to be changed? Mitchell Sorensen, Kurt Acor, Soelberg Farms, Partnership
- b. Describe the arrangement allowing use of the right ownership, lease, ownership
- c. Describe the affect on the land now irrigated if the change is approved pursuant to this application:
irrigation will improve
- d. Has the water right sought to be transferred been used this year? No If yes, explain. We tried, but the drought has reduced flows from wells in the basin by 20-30%.
- e. Absent the changes, how would the right be used for the remainder of the year? It wouldn't.
- f. Describe other water rights used for the same purpose.
(see attachments)
- g. Remarks: We hope this temporary transfer will be approved immediately like other transfers requested in the basin. This is simply adding a new diversion pt. to existing water rights and irrigated farm land.

I hereby assume all risk in accordance with House Bill No. 4 and assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in voiding its approval.

Mitchell Sorensen Soelberg Farms
(Signature of applicant)

FOR DEPARTMENT USE ONLY

Received by HWT Date 6-15-01 Fee \$50
 Receipted HWT 6-15-01# E026825 Recommend: ✓ approve deny
 Watermaster recommendation E026825 Approve

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Temporary Change Application No. TC-34-06
 And said application is hereby Approved, subject to the following limitations and conditions:

1. This approval expires November 1, ²⁰⁰¹ ~~1999~~ and thereafter the right reverts to the use existing prior to the temporary change.

2. Subject to Control of the watermaster, WDJ4
 * A. Watermaster will measure flow of this new well for 2001 season, and a meter must be installed in this well by the ²⁰⁰¹ applicant.

Witness my hand this 19 day of June, ~~1992~~

Ronald P. Carls

FAX COVER SHEET

NOTICE: This message is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged.

TO:

I. D. W. R. Eastern Office
attention: Harold Jones
fax: 525-7177

FROM:

Mitchell D. Sorensen
3871 West 2500 North
Moore, Idaho 83255

Telephone and AUTO FAX number 1-208-527-3271

RE:

Temp Change Transfer TC-34-06

Additional Message:

Please note the clerical correction
to Pt. of Diversion item #4

TOTAL NUMBER OF PAGES INCLUDING THIS ONE:

3

June 9, 2001

RECEIVED

JUN 12 2001

Department of Water Resources
Eastern Region

To: Ron Carlson
c/o IDAHO DEPARTMENT OF WATER RESOURCES
Eastern District Office
900 N. Skyline Dr.
Idaho Falls, Idaho 83402

Re: Temporary Transfers

Dear Ron,

A few weeks ago I spoke to you on the phone regarding the possible transfer of a portion of several water rights to a well located in NENWNW, Sec. 8, Township 04N, Range 26E owned by Todd Perkes which I am leasing as part of his farm. This particular well was involved in an approved transfer last year for a new well I recently constructed. Due to the effects of the drought we are experiencing in Basin 34 this year, most wells are suffering a reduction in pumpage by approximately 20 - 30%. This leaves myself and several of my neighbors with water shortages for lands that would otherwise have an adequate supply.

I have received preliminary approval from our local watermaster, Doug Rosenkrance, to begin operating this well on the morning of June 11th. It is proposed that the water rights to be used for the operation of this well be portions of the following water rights which I own or am involved in leasing.

1.61 cfs	34-07247	owned by myself
.80 cfs	34-07120	leased from Kurt Acor
<u>2.40 cfs</u>	34-07118	owned by Soelberg Farm Partnership
4.81 cfs		

Please let me know if I need to provide you with more information or some other request.

Sincerely,



Mitchell D. Sorensen

Copy: Doug Rosenkrance
R. Bruce Soelberg

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)
_____)

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 34-07247

2001 MAY 29 AM 10:08

DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED

NAME AND ADDRESS: MITCHELL D SORENSEN
RT 1 BOX 63 A
MOORE, ID 83255

SOURCE: GROUNDWATER

QUANTITY: 4.49 CFS

PRIORITY DATE: 05/30/1980

POINT OF DIVERSION: T04N R26E S05 SENE Within Butte County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	04-01 TO 10-31	4.49 CFS

PLACE OF USE:	Irrigation	Within Butte County
	T04N R25E S35	NENW 40.0 NWNW 40.0 SESW 40.0
	200.0 Acres Total	

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

THIS RIGHT IS CONDITIONED UPON COMPLETION OF THE APPROPRIATION IN ACCORDANCE WITH THIS STATUTORY PROCEDURE FOR APPROPRIATION OF WATER RIGHTS. THIS RIGHT REMAINS SUBJECT TO ALL CONDITIONS SET FORTH IN THE PERMIT UPON WHICH THIS RIGHT IS BASED AND WILL BE SUBJECT TO ALL CONDITIONS SET FORTH IN THE LICENSE ISSUED BY IDWR UPON COMPLETION OF THE STATUTORY APPROPRIATION PROCESS.

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. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

Roger Burdick

Roger Burdick
Presiding Judge of the
Snake River Basin Adjudication

30845

FARM LEASE

THIS AGREEMENT, made this 11 day of ^{October}~~September~~, 1996, between MITCHELL D. SORENSEN, of Moore, Idaho, hereinafter referred to as "LESSEE", and KURT ACOR, of Moore, Idaho, hereinafter referred to as "LESSOR",

In consideration of the mutual promises and covenants contained herein the parties agree to the following terms and provisions of this Lease.

1. LEASE PREMISES.

LESSOR leases to LESSEE, and LESSEE leases from LESSOR the property described on Exhibit "A" which is attached hereto and by this reference made part hereof for the term of this LEASE. The leased premises are located in Butte County, Idaho, and are hereinafter sometimes referred to as "the premises".

2. TERM.

The term of this Lease shall begin on May 27th, 1995, and shall expire on March 31, 1996, unless sooner terminated or renewed as provided herein. LESSEE shall have the right to renew this lease for any succeeding year, one year at a time, on the same terms and conditions herein provided by notifying LESSOR, in writing, of LESSEE's intent to renew no later than sixty (60) days prior to the expiration of any such lease term, and by payment of the cash lease price on or before the first day of May of such year.

3. LESSOR'S RIGHT TO MAKE LEASE.

LESSOR represents and warrants that LESSOR has full right, power and authority to enter into this Lease and that except as otherwise set forth herein, LESSEE may use the premises during the entire term of this Lease for the purposes set forth herein.

4. POSSESSION.

LESSEE shall be entitled to possession of the premises as of the date of the execution of this Lease.

5. RENT.

LESSEE shall pay to LESSOR as yearly rent, the following:

\$2,000.00 upon the execution hereof, receipt of which is hereby acknowledged.

6. USE.

LESSEE may use the premises only as a farm and may perform or permit the performance of only those activities on the premises which are reasonably related to the farming of the premises.

7. EQUIPMENT AND EXPENSES.

LESSOR shall pay all costs related to the diversion and transportation of water to the premises for the irrigation thereof, maintenance and repair costs and assessments levied for transport of the water. LESSOR shall retain any and all government deficiency payments received in connection with the premises.

LESSEE shall pay the cost of all chemicals and fertilizer used by LESSEE to grow, cultivate and harvest the crops grown on the premises by LESSEE during the term of this Lease. LESSEE shall furnish all other equipment and materials necessary for LESSEE to cultivate and operate the premises. LESSEE shall pay all other expenses necessary for the operation, cultivation of and application of irrigation water through a sprinkling system to the premises by LESSEE.

8. MAINTENANCE.

Except as otherwise provided herein, during the term of this Lease, LESSEE shall, at LESSEE's own cost and expense, keep and maintain all improvements located on the premises in the condition and order they were in at the commencement of this Lease.

9. WARRANTIES.

LESSEE expressly acknowledges that LESSEE or LESSEE's agents have examined the premises. Based upon this careful and detailed inspection, LESSEE accepts the same in the condition the same are now in. LESSEE FURTHER EXPRESSLY ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT THERE ARE NO VERBAL PREMISES, IMPLIED PROMISES, AGREEMENTS, STIPULATIONS, REPRESENTATIONS OR WARRANTIES OF ANY CHARACTER WHICH HAVE BEEN MADE TO LESSEE OR LESSEE'S AGENTS BY LESSOR OR ANYONE REPRESENTING LESSOR, EXCEPTING THOSE WHICH ARE SET FORTH IN WRITING IN THIS LEASE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSOR DOES NOT MAKE ANY WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONDITION OF THE PREMISES. THE PREMISES ARE

LEASED STRICTLY "AS IS" AND LESSEE AGREES LESSOR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. TAXES.

LESSEE need not pay any taxes and assessments levied upon the premises. Said taxes and assessments shall be the sole responsibility of LESSOR.

11. HUSBANDRY.

LESSEE shall, at LESSEE's own cost and expense, farm and use the premises in a good and farmer-like manner commensurate with the practices customary in the area. LESSEE shall keep the premises free from all noxious weeds, rubbish, and growths inconsistent with good farming practices in Butte County, Idaho.

12. QUIET ENJOYMENT.

Except as otherwise provided herein, so long as LESSEE fulfills LESSEE's obligations under this Lease, LESSEE shall peacefully and quietly enjoy the premises without interruption by LESSOR or any person or entity claiming through LESSOR for the term of this Lease. Subject to the terms of this Lease, LESSOR shall warrant and defend LESSEE in the enjoyment of the premises during the term of this Lease.

13. FERTILIZERS, HERBICIDES AND PESTICIDES.

LESSEE shall engage in a good and farmer-like program of fertilization and weed and pest control on the premises during the term of this Lease, and shall be responsible for the cost of all such fertilizer and chemicals and the application thereof.

14. LESSOR TO BE HELD HARMLESS.

LESSEE waives any and all claims against LESSOR for damage to goods, wares and equipment on or about the premises and for injuries to LESSEE, LESSEE's agents or third persons that are on or about the premises from any cause, arising at any time during the term of this Lease. LESSEE hereby agrees to hold LESSOR exempt and harmless from any and all damages and injuries to any person and/or to the goods or equipment from any occupancy of the premises as provided herein, for the failure of LESSEE to keep the premises in good condition during the term of this Lease, the condition of the premises, and the acts or omissions of LESSEE or any person or entity on the premises with the implied or express consent of LESSEE. The duties of LESSEE under this Article are to indemnify and hold LESSOR and the property of LESSOR free and harmless from any such claim,

liability, loss, or damage arising by reason of the injury to or death of (a) LESSEE, (b) any agent, officer, or employee of LESSEE, or (c) any independent contractor hired by LESSEE to perform work or render services on the premises.

15. INSURANCE.

At LESSEE's own cost and expense, LESSEE shall purchase and maintain a policy or policies of liability insurance covering LESSEE's occupancy, operation and use of the premises, which shall insure both LESSEE and LESSOR against any liability arising out of LESSEE's occupancy, operation and use of the premises during the term of this Lease.

16. INSPECTION.

LESSOR or LESSOR's agents may enter the premises at any reasonable time during this Lease to inspect the premises and the crops thereon.

17. ASSIGNMENT OR SUBLEASE.

LESSEE may not assign or sublet this Lease without LESSOR's written consent. LESSEE may not encumber the premises or any personal property leased hereunder without LESSOR's written consent. A consent by LESSOR to one assignment, subletting, occupation, or use by another person or entity subletting, occupation, or use by another person or entity shall not be construed as a consent to any other assignment, subletting, occupation or use. Any encumbrance, assignment, transfer, or subletting without the prior written consent of LESSOR, whether it be voluntary or involuntary, by operation of law, or otherwise, shall be void and shall, at the option of LESSOR, terminate this Lease. The consent of LESSOR to any assignment of any of LESSEE's interest in this Lease and the premises or the subletting by LESSEE of all or any part of the premises shall not be withheld unreasonably.

18. COMPLIANCE WITH LAW.

LESSEE shall comply with all requirements of municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, including, but not limited to, vehicles, and shall faithfully observe in the use of the premises all applicable municipal ordinances, county ordinances, state statutes and federal statutes now in force or which may hereafter be in force.

19. DEFAULT AND RE-ENTRY.

In the event of any breach of any of the terms, covenants or conditions of this Lease, and the failure, neglect or refusal by LESSEE to remedy the same within sixty (60)

days after written notice thereof, then LESSOR shall have the immediate right of reentry and may take possession of the premises together with any crops growing on the premises and may remove all persons therefrom, and, at LESSOR's option, may terminate this Lease. IN such event all crops growing or stored on the premises shall be the sole property of LESSOR, and LESSEE shall be entitled to no reimbursement or compensation for growing of said crops. The foregoing remedies of LESSOR are not intended to be to the exclusion of any other remedy or right that LESSOR may have, but shall be in addition thereto.

20. SURRENDER OF PREMISES.

LESSEE shall surrender the premises at the expiration (or sooner termination) of this Lease in the same condition as originally delivered to LESSEE or as altered pursuant to the provisions of this instrument, ordinary wear, tear, and damage by the elements excepted and subject to LESSEE's right of renewal as above provided.

21. EMINENT DOMAIN.

If the premises or any part thereof is taken by eminent domain, at the option of LESSEE, this Lease shall expire on the date when the premises are so taken. If all or any portion of the leased property is taken so any portion of the crops then growing upon the premises is not harvested, LESSOR shall reimburse LESSEE for all expenses incurred by LESSEE in raising and planting the unharvested crops and LESSEE shall owe LESSOR no rent for the portion of the premises so taken. No part of any award shall belong to LESSEE.

22. ALTERATIONS.

Except as provided herein, LESSEE shall not make, nor permit any other person or entity to make, any alterations to the premises or the improvements thereon without LESSOR's written consent. LESSEE is hereby permitted and authorized, at LESSEE's sole cost and expense, to remove the existing fences on the North, West and South sides of said premises, to construct a fence on the East boundary thereof, and to relocate the ditch which presently crosses said premises diagonally to such other location on the premises as will not impede the flow of water therein or otherwise injure any other rights in said ditch. LESSEE shall have the right to install and operate a system for irrigation of the premises. All such equipment shall be and remain in the ownership of LESSEE and at the expiration of this lease may be removed by LESSEE.

23. NO PARTNERSHIP.

Nothing contained in this Lease shall be deemed to create a partnership, joint venture, or employment relationship between LESSOR and LESSEE. Neither LESSOR nor

LESSEE shall be liable, except as otherwise expressly provided in this Lease, for any obligations or liabilities incurred by the other.

24. WAIVER OF COVENANTS.

The waiving of any covenant or provision of this Lease by either party shall be limited to the particular instance and shall not be deemed to waive any other breach of such covenant or any other provision hereof.

25. NOTICES.

For all purposes of this Lease, notice shall be deemed to have been given to LESSOR by LESSEE upon deposit of a copy of said notice by LESSEE in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to LESSOR at Rt. 1, Box 35A, Moore, ID 83255 or to such other address as LESSOR shall direct in writing.

For all purposes of this Lease, notice shall be deemed to have been given to LESSEE by LESSOR upon deposit of a copy of such notice by LESSOR in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to LESSEE at Rt. 1, Box 63C-1, Moore, ID 83255 or to such other address as LESSEE shall direct in writing.

26. OPTION TO PURCHASE.

LESSOR, for and in consideration of the payments to LESSOR by LESSEE of the sums provided above, grants unto LESSEE the exclusive right and option to purchase the premises and any additions and improvements thereon, together with any improvements that may have been made during the term of this Lease Agreement, upon and subject to the following terms and conditions.

A. To exercise this option, LESSEE shall deliver to LESSOR written notification of the date upon which LESSEE is prepared to purchase and close the transaction upon the terms provided herein. This option shall, however, be null and void if:

i. LESSEE is not in possession of the premises under this Lease Agreement at the time of delivering said written notice; or

ii. LESSEE is in default under any of the terms of this Lease Agreement at the time LESSEE seeks to exercise the option.

B. Within thirty (30) days after giving written notice of LESSEE's intent to exercise the Option to Purchase, LESSEE shall purchase the premises and the closing to complete such purchase shall be completed within said thirty (30) day period.

C. The purchase price for the premises shall be \$25,000.00 lawful money of the United State.

D. Should LESSEE elect to exercise the Option to Purchase, it is agreed by and between the parties that the sale and purchase of the premises shall be governed by the following terms:

i. At closing, LESSOR shall execute a Warranty Deed and deliver such Warranty Deed to LESSEE for recording, which such Warranty Deed shall transfer title to the premises to LESSEE free and clear of all liens or encumbrances except for any loans or obligations LESSEE may agree to assume.

ii. After closing LESSOR shall remove or allow LESSEE to remove the buried mainline located on the Northside of the premises.

27. GOVERNING LAW.

This Lease shall be governed, construed, interpreted and enforced in accordance with the laws of the State of Idaho.

28. GRAMMAR.

In construing this Lease, feminine or neuter pronouns shall be substituted for those masculine in form and visa versa, and plural terms shall be substituted for singular and singular for plural in any place where the context so requires.

29. ENFORCEMENT.

The failure of either party to comply with the terms of this Lease will oblige that party to pay all expenses, including, but not limited to, a reasonable attorney's fee, incurred by the other party because of the failure.

30. SUCCESSORS IN INTEREST.

The covenants, terms, conditions, provisions, and undertakings of this Lease or any renewals thereof shall extend to and be binding upon the heirs, executors, personal representatives, successors in interest, and assigns of the respective parties hereto and shall be construed as covenants running with the land.

31. TIME.

Time is of the essence in this Lease with regard to every term, covenant, and condition contained herein.

32. ENTIRE AGREEMENT.

This document contains the entire agreement between the parties and cannot be changed or terminated orally.

33. SEVERABILITY.

If any provision of this Lease shall be declared invalid or unenforceable, the remainder of this Lease shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.



Mitchell D. Sorensen

LESSEE



Kurt Acor

LESSOR

STATE OF IDAHO)
)ss.
County of Butte)

On the 11 day of ~~September~~ October, 1996, before me, the undersigned, a notary public in and for said State, personally appeared MITCHELL D. SORENSEN, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he 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.

Karen A. Haddouss
Notary Public for Idaho
Residing at Moore, Id.
My Commission Expires: Sept 1, 1999

STATE OF IDAHO)
)ss.
County of Butte)

On the 11 day of ~~September~~ October, 1996, before me, the undersigned, a notary public in and for said State, personally appeared KURT ACOR, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he 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.

Karen A. Haddouss
Notary Public for Idaho
Residing at Moore, Id.
My Commission Expires: Sept 1, 1999

EXHIBIT "A"

Township 4 North, Range 25 East of the Boise Meridian, Butte County, Idaho:
Section 35: E $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$

Together with any and all water rights and ditch rights thereunto appertaining.

- .80 cfs of water right No. 34-07120
- 28 shares of Timberdome Canal Company Stock
- No diversion equipment
- Buyer will be entitled to .80cfs from well until the necessary applications for transfer of water right are completed and approved by IDWR.

G:\WPDATA\KWF\7151.01\MTCH04J2.FL:sjw

NO. 030845
RECORDED

DEC - 6 1996

11:10 A.M. 1996
BUTTE COUNTY RECORDER

[Handwritten Signature]

NOTICE

Thank you for your attention in this matter.



Mitchell D. Sorensen

Enclosure:

SORENSEN CROP AND LIVESTOCK
MITCHELL D. SORENSEN
(208) 527-3271
3871 W 2500 N
MOORE, ID 83255


1651

92-41/1241
709

Date MAR. 3, 2001

Pay to the Order of Kurt Acor \$ 2000⁰⁰

Two thousand & 00/100 Dollars

 **Bank of Commerce**

ARCO OFFICE
P.O. BOX 9
ARCO, IDAHO 83213

MY BUSINESS SUPPORTING
YOUR BUSINESS.

For 40 ac. lease for 2001

Mitchell D. Sorensen NP

⑆ 1241004171 ⑆ 17 0901597 5 ⑆ 1651

W. H. F. Co.

177177 20124

09670
JUL 1957
LAD.
A0417

五

[illegible]

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: MAY-27-1992

PAGE: A-1349

RIGHT NUMBER	NAME & ADDRESS	PRIORITY DATE	PURPOSE OF USE	PERIOD OF USE FROM TO	MAXIMUM QUANTITY	BASIS OF CLAIM
SOURCE: GROUNDWATER						
34-07120	KURT P. ACOR BOX 63-C MOORE ID 83255	12/17/1975	IRRIGATION	04-15 10-15	2.00 CFS	LICENSE
	POINT OF DIVERSION: T05N R26E S21			TOTAL QUANTITY:	2.00 CFS	
	PLACE OF USE: IRRIGATION	NWNWNW				
	T03N R25E S12	NENE 39.0 NENW 40.0 NESW 31.0 NESE 39.0	NWNE 40.0 NWNW 40.0 NWSW 32.0 NWSE 40.0	SWNE 40.0 SWNW 40.0 SWSW 31.0 SWSE 36.0	SENE 39.0 SENE 40.0 SESW 32.0 SESE 36.0	
	R26E S17	NENE 11.0 SWNW 13.0	NWNE 25.0 SENE 5.0	NENW 37.0	NWNW 39.0	
	S18	NENE 35.0 NENW 38.0 NESW 17.0	NWNE 39.0 NWNW 26.0 NWSW 10.0	SWNE 36.0 SWNW 37.0 NWSE 2.0	SENE 25.0 SENE 40.0	
	T04N R25E S35	NENE 40.0 NESW 20.0 SWSE 40.0	NWNE 40.0 SESW 20.0 SESE 40.0	SWNE 40.0 NESE 40.0	SENE 40.0 NWSE 40.0	
	S36	NENE 38.0 NENW 40.0 NESW 40.0 NESE 39.0	NWNE 40.0 NWNW 40.0 NWSW 40.0 NWSE 40.0	SWNE 40.0 SWNW 40.0 SWSW 40.0 SWSE 40.0	SENE 39.0 SENE 40.0 SESW 40.0 SESE 39.0	

2025.0 ACRES TOTAL

REMARKS: RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO
IDAHO CODE 42-1416A.

WATER DELIVERED THROUGH THE TIMBER DOME CANAL.

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 180 ACRES WITHIN THE
PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

RIGHT NO. 34-07077 IS ALSO DIVERTED THROUGH POINT OF DIVERSION
DESCRIBED ABOVE, AND THE TOTAL COMBINED RATE OF DIVERSION OF
THESE RIGHTS IS LIMITED TO 9.26 CFS.

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL
COMBINED ANNUAL CONSUMPTIVE USE VOLUME OF 5767.5 AF, AND TO THE
IRRIGATION OF A COMBINED TOTAL OF 2307 ACRES IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS.: 34-12376, 34-02426C,
34-07080B, 34-07121A, 34-07121B, 34-07092, 34-07179, 34-07077,
34-02330B, 34-00618, 34-00692C, 34-00256 AND 34-00416.

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL
COMBINED ANNUAL DIVERSION VOLUME OF 8087.5 AF IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS. 34-12376, 34-02426C,

Kurt
Acor 2.006

34-07120

AJ5856NP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUISITION UNDER STATE LAW

DATE: MAY-27-1992

PAGE: A-1348

RIGHT NUMBER	NAME & ADDRESS	PRIORITY DATE	PURPOSE OF USE	PERIOD OF USE FROM TO	MAXIMUM QUANTITY	BASIS OF CLAIM
SOURCE: GROUNDWATER						
34-07118	SOELBERG FARMS, PARTNERSHIP 1461 WOODRUFF IDAHO FALLS ID 83401	11/24/1975	IRRIGATION	04-15 10-15	15.9 2779.0	CFS AFY LICENSE
					TOTAL QUANTITY:	15.9 2779.0 CFS AFY
POINT OF DIVERSION: T05N R26E S32		SENWSE SWSWSE SESWSE				
PLACE OF USE: IRRIGATION						
T03N R26E S07		NESW 37.0	Lot 3 (NESW)36.0	Lot 4 (SWSW)36.0	SESW 37.0	
		NESE 36.0	SWSE 36.0	SESE 36.0		
S08		NESW 33.0	SWSW 36.0	SESW 36.0		
		NESE 8.0	SWSE 34.0	SESE 34.0		
S16		NENW 33.0	SWNW 33.0	SESW 33.0		
		NESW 33.0	SWSW 33.0	SESW 33.0		

794.0 ACRES TOTAL

REMARKS: A MEASURING DEVICE AND LOCKABLE CONTROLLING WORKS OF A TYPE
ACCEPTABLE TO IDWR SHALL BE PERMANENTLY INSTALLED AND MAINTAINED
AS A PART OF THE DIVERTING WORKS.

USE OF THIS RIGHT WITH RIGHT NOS. 34-07186A AND 34-07186B IS
LIMITED TO A TOTAL COMBINED ANNUAL CONSUMPTIVE USE VOLUME OF
1985 ACRE FEET, TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF
2779 AF, AND TO THE IRRIGATION OF A COMBINED TOTAL OF 794 ACRES
IN A SINGLE IRRIGATION SEASON.