

APR 03 2014

DEPT. OF WATER RESOURCES
SOUTHERN REGION**MINIMUM REQUIREMENTS CHECKLIST**
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at www.idwr.idaho.gov.

Name of Applicant(s) David Mark Hobson**Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.****Yes N/A** * Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a Part 2A report describing each water right in the transfer as currently recorded.
- ☐ ☒ Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application.
- ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-9.

- ☐ ☒ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☐ ☒ #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. **
- ☒ ☐ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s).**
** Additional fee(s) required for water right ownership changes; see fee schedule.
- ☐ ☒ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☒ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☐ ☒ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/resources.htm.
- ☒ ☐ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see fee schedule.
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☒ ☐ #9 Other. Please describe: Certificate of Palisades Water Shares

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

APR 03 2014

DEPT. OF WATER RESOURCES
SOUTHERN REGION

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Name of Applicant(s) David Mark Hobson Phone (208) 678-5381

Mailing address 24 S. 700 W. Burley, Id 83318 Email _____

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☐ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☐ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☒ No Representative

Name of Representative Erick Powell, with Brockway Engineering, PLLC. Phone (208) 736-8543

Mailing address 2016 N. Washington St. Suite 4 Twin Falls, Id. 83301 Email erick.powell@bockwayeng.com

- ☐ Send all correspondence for this application to the representative and not to the applicant.
OR
- ☒ Send original correspondence to the applicant and copies to the representative.
- ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant.
OR
- ☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). 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 rejection of the application or cancellation of an approval.

<u>David Mark Hobson</u>	<u>David Mark Hobson</u>	<u>3-18-14</u>
Signature of Applicant or Authorized Representative	Print Name and Title if applicable	Date

 _____ Signature of Applicant or Authorized Representative	 _____ Print Name and Title if applicable	 _____ Date
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A. PURPOSE OF TRANSFER

1. ☐ Change point of diversion ☒ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.2**.
- Create a permissible place of use, with a limit of 84.5 acres of ground water irrigation for these combined rights , to
cover proposed pivots on these lands.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☒ ☐	45-14433	0.8/212.8	IRRIGATION	03/15 to 11/15	GROUND WATER
☒ ☐	45-14434	0.2/39.2	IRRIGATION	03/15 to 11/01	GROUND WATER
☒ ☐	45-14435	0.21/87.6	IRRIGATION	03/15 to 11/15	GROUND WATER
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.8 cfs and/or 338 acre-feet.

2. Total amount of water proposed to be transferred or changed 0.8 cubic feet per second and/or 338 acre-feet per annum.

3. Point(s) of Diversion:

- ☒ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA.
 Label it Attachment #5.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
6-5-2015 M.H.		SE	SE	NW	31	10S	22E	Cassia	Groundwater	Well 1
X		SE	SE	SW	29	10S	22E	Cassia	Groundwater	Well 2

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10S	22E	31	37.8	40.6	37	41													156.4
Total Acres (for irrigation use)																			156.4

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:

Ground water well, pump, and piping system to pivots and corners. Well have measuring devices installed.

- b. Who owns the property at the point(s) of diversion? PATTCO, LLLP

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
Applicant has an agreement with land owner for access and use to the well.

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?

If yes, ☒ Attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: PATTCO, LLLP.

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:

The lands will continue to be irrigated with a new pivot layout, with a limit of 84.5 acres of ground water irrigation.

- e. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:

Applicant has shares to Palisades Water Users Inc. Certificate 1030, that will be used to cover the amount over the combined acres limit of 84.5 acres.

- f. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- ☐ ☒ undergone a period of five or more consecutive years of non-use,
☐ ☒ currently leased to the Water Supply Bank,
☐ ☒ currently used in a mitigation plan limiting the use of water under the right, or
☐ ☒ currently enrolled in a Federal set-aside program limiting the use of water under the rights?

If yes, describe:

Page 7 of

Decreed Date: 7/20/2008

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 45-14434

Current Owner: DAVID MARK HOBSON

Priority Date: 3/13/1976

Origin: Water Right

Status: Active

Basis:	Decreed
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Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/01 to 11/01	0.2 CFS	39.2 AF
	<u>Total Diversion</u>	0.2 CFS	39.2 AF

Location of Point(s) of Diversion

GROUND WATER SE1/4SE1/4NW1/4 Sec. 31, Twp 10S, Rge 22E B.M.
CASSIA County

Place of Use

IRRIGATION Within CASSIA County

T10S R22E S31	NENE	24.00	T10S R22E S31	NWNE	30.00
T10S R22E S31	SWNE	4.50	T10S R22E S31	SENE	28.00
Total Acres: 84.5					

Conditions of Approval:

1. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
2. E61 USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF .8 CFS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 338 AF. COMBINED RIGHT NOS.: 45-14433, 45-14434 & 45-14435.
3. S40 THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 15 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 1 AND AFTER NOVEMBER 1 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.
4. 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.
5. E56 USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 84.5 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 45-14433, 45-14434 & 45-14435.
6. K01 RIGHT NO. 45-14435 IS AN ENLARGEMENT OF THIS RIGHT PURSUANT TO SECTION 42-1426, IDAHO CODE.
7. K06 THIS RIGHT IS LIMITED TO THE IRRIGATION OF 9.8 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

Decreed Date: 7/20/2006

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 45-14435

Current Owner: DAVID MARK HOBSON

Priority Date: 3/15/1976

Origin: Water Right

Status: Active

Basis: Decreed

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/15 to 11/15	0.21 CFS	87.6 AF
	<u>Total Diversion</u>	0.21 CFS	87.6 AF

Location of Point(s) of Diversion

GROUND WATER

SE1/4SW1/4NW1/4

Sec. 31, Twp 10S, Rge 22E B.M.

CASSIA County

Place of Use

IRRIGATION Within CASSIA County

T10S R22E S31	NENE	24.00	T10S R22E S31	NWNE	30.00
T10S R22E S31	SWNE	4.50	T10S R22E S31	SENE	26.00

Total Acres: 84.5

Page 11 of _____

Conditions of Approval:

1. K02 THIS RIGHT IS BASED UPON AN ENLARGEMENT OF RIGHT NOS. 45-14433 & 45-14434 PURSUANT TO SECTION 42-1426, IDAHO CODE.
2. K06 THIS RIGHT IS LIMITED TO THE IRRIGATION OF 21.9 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
3. 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.
4. E61 The rights listed below are limited to a total combined diversion rate of .8 cfs and to a total combined annual diversion volume of 338 AF. Combined Right Nos. 45-14433, 45-14434 & 45-14435.
5. C11 THIS WATER RIGHT IS SUBORDINATE TO ALL WATER RIGHTS WITH A PRIORITY DATE EARLIER THAN APRIL 12, 1994, THAT ARE NOT DECREED AS ENLARGEMENTS PURSUANT TO SECTION 42-1426, IDAHO CODE. AS BETWEEN WATER RIGHTS DECREED AS ENLARGEMENTS PURSUANT TO SECTION 42-1426, IDAHO CODE, THE EARLIER PRIORITY RIGHT IS THE SUPERIOR RIGHT.
6. E56 USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 84.5 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS. 45-14433, 45-14434 & 45-14435.
7. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

Decreed Date: 7/20/2006

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 3

A. PLAT MAP (See Part 3A of Instructions for application for transfer for complete requirements.)

- ☒ Attach a map of the diversion, measurement, control, and distribution system. Label it **Attachment #7a**.
- ☒ If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (**GIS**) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. Label it **Attachment #7b**. If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

B. CHANGES IN NATURE OF USE (Water Balance)

- ☐ If you propose to change the nature of use or period of use of all or part of the right(s) listed in this application, attach documentation describing the extent of historic beneficial use of the portion of the right(s) proposed to be changed. Also attach documentation showing that the portion of the right(s) to be changed will not be enlarged in rate, volume, or consumptive use through the proposed change. Label it **Attachment #8a**.

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

- ☐ If you propose to change the place of use of a supplemental irrigation right, answer below and attach supporting documentation. Label it **Attachment #8b**.

Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins or other markings visible.

FOR DEPARTMENT USE ONLY

Transfer contains 12 pages and attachments.

Received by _____ Date _____ Preliminary check by B. Walker Date 4/7/14

Fee paid \$740.00 Date 4/7/14 Received by B. Walker Receipt # 5033936

Add'l fee paid _____ Date _____ Received by _____ Receipt # _____

Appendix 2b
Warranty Deed Showing Land Ownership

CASSIA COUNTY
RECORDED FOR:
TITLEONE - RUPERT
03:52:50 PM 10-15-2015
2015-004545
NO. PAGES: 4 FEE: \$19.00
JOSEPH W. LARSEN
COUNTY CLERK
DEPUTY: HYoung
Electronically Recorded by Simplifile

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

WHEN RECORDED RETURN TO:

Attn: David Mark Hobson
24 South 700 West
Burley, ID 83318

RECEIVED

NOV 18 2015

DEPT OF WATER RESOURCES
SOUTHERN REGION

QUITCLAIM DEED

15249594

Qwest Corporation d/b/a CenturyLink QC, a Colorado corporation formerly known as U.S. WEST Communications, Inc., formerly known as Mountain States Telephone and Telegraph Company ("Grantor"), whose street address is 931 14th Street, Suite 103, Denver, Colorado 80202, Attention: Vice President of Real Estate, for the consideration of Ten and No/100^{ths} Dollars and No Cents (\$10.00), hereby sells and quitclaims to David Mark Hobson, a single individual ("Grantee") whose street address is 24 South 700 West, Burley, ID 83318, the following real property in the County of Cassia and State of Idaho (the "Property"):

See the legal description set forth on Exhibit A attached hereto and by this reference incorporated herein.

with all its appurtenances and any after-acquired title of Grantor, but without warranties of title.

NEITHER GRANTOR NOR ANYONE ON GRANTOR'S BEHALF, HAS MADE, AND GRANTOR DOES HEREBY SPECIFICALLY NEGATE AND DISCLAIM, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (a) THE VALUE, NATURE, QUALITY, PHYSICAL OR ANY OTHER CONDITION OF THE PROPERTY; (b) THE INCOME TO BE DERIVED FROM THE PROPERTY; (c) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY OR PLANS TO CONDUCT THEREON; (d) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, ORDERS, DECISIONS OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (e) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (f) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO THE PROPERTY; (g) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; OR (h) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY AND GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL LAW OR PROTECTION, POLLUTION OR LAND USE, ZONING OR DEVELOPMENT OR REGIONAL IMPACT LAWS, RULES, REGULATIONS, ORDERS, DECISIONS OR REQUIREMENTS. GRANTOR HAS NOT PERFORMED ANY INSPECTIONS OR PROVIDED ANY INFORMATION TO GRANTEE. FURTHER, GRANTOR CONVEYS THE PROPERTY TO GRANTEE IN ITS "AS IS," "WHERE IS" AND "WITH ALL FAULTS"

WHEN RECORDED RETURN TO:

Attn: David Mark Hobson
24 South 700 West
Burley, ID 83318

QUITCLAIM DEED

15249594

Qwest Corporation d/b/a CenturyLink QC, a Colorado corporation formerly known as U.S WEST Communications, Inc., formerly known as Mountain States Telephone and Telegraph Company ("Grantor"), whose street address is 931 14th Street, Suite 103, Denver, Colorado 80202, Attention: Vice President of Real Estate, for the consideration of Ten and No/100^{ths} Dollars and No Cents (\$10.00), hereby sells and quitclaims to David Mark Hobson, a single individual ("Grantee") whose street address is 24 South 700 West, Burley, ID 83318, the following real property in the County of Cassia and State of Idaho (the "Property"):

See the legal description set forth on Exhibit A attached hereto and by this reference incorporated herein.

with all its appurtenances and any after-acquired title of Grantor, but without warranties of title.

NEITHER GRANTOR NOR ANYONE ON GRANTOR'S BEHALF, HAS MADE, AND GRANTOR DOES HEREBY SPECIFICALLY NEGATE AND DISCLAIM, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (a) THE VALUE, NATURE, QUALITY, PHYSICAL OR ANY OTHER CONDITION OF THE PROPERTY; (b) THE INCOME TO BE DERIVED FROM THE PROPERTY; (c) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY OR PLANS TO CONDUCT THEREON; (d) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, ORDERS, DECISIONS OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (e) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (f) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO THE PROPERTY; (g) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; OR (h) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY AND GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL LAW OR PROTECTION, POLLUTION OR LAND USE, ZONING OR DEVELOPMENT OR REGIONAL IMPACT LAWS, RULES, REGULATIONS, ORDERS, DECISIONS OR REQUIREMENTS. GRANTOR HAS NOT PERFORMED ANY INSPECTIONS OR PROVIDED ANY INFORMATION TO GRANTEE. FURTHER, GRANTOR CONVEYS THE PROPERTY TO GRANTEE IN ITS "AS IS," "WHERE IS" AND "WITH ALL FAULTS"

CONDITION AS OF THE CLOSING AND WITH A WAIVER OF ALL OBJECTIONS OR CLAIMS AGAINST GRANTOR ARISING FROM OR RELATED TO THE PROPERTY. ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF THE INFORMATION AND MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, WARRANTIES OR INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY BY GRANTOR IS MADE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" CONDITION AND BASIS. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE ACKNOWLEDGEMENTS, DISCLAIMERS AND WAIVERS CONTAINED IN THIS QUITCLAIM DEED WILL SURVIVE THE RECORDING OF THIS QUITCLAIM DEED.

Signed to be effective as of the 7th day of October, 2015.

**Qwest Corporation d/b/a CenturyLink QC, a
Colorado Corporation**

By: 
Ken K. Barker, Director of Real Estate
Transactions & Analysis

STATE OF LOUISIANA

)

) ss.

PARISH OF OUACHITA

)

The foregoing instrument was acknowledged before me this 27th day of October, 2015, by Ken K. Barker, Director of Real Estate Transactions & Analysis, a Colorado Corporation formerly known as U.S WEST Communications, Inc., formerly known as Mountain States Telephone and Telegraph Company.

* for Qwest Corporation d/b/a CenturyLink QC

My commission expires: AT DEATH.

Witness my hand and official seal.

[Seal]



JOSH FREEMAN
Notary Public
Notary ID No. 89375
Ouachita Parish, Louisiana


Notary Public

Exhibit A to Quitclaim Deed
(Legal Description of the Property)

The following described tract of land situated and lying in the County of Cassia, State of Idaho, to wit:

Township 10 South, Range 22 East of the Boise Meridian

Section 31: Part of the South $\frac{1}{2}$ of the NE $\frac{1}{4}$ more particularly described as follow:

Beginning at the Southwest corner of said Section 31; Thence North $44^{\circ}31'$ East along a line in the Highway right-of-way and parallel to the center line of the present existing U.S. Highway 30, a distance of 4,526.5 feet; Thence South $45^{\circ}37'$ East a distance of 191.2 feet to the existing Southeast right-of-way of U.S. Highway 30; Thence North $44^{\circ}23'$ East a distance of 208.0 feet along said U.S. Highway 30 right-of-way boundary; Thence South $45^{\circ}37'$ East for a distance of 208.0 feet, to the True Point of Beginning; Thence South $45^{\circ}37'$ East for a distance 651.2 feet; Thence South $89^{\circ}55'$ West for a distance of 296.7 feet; Thence North $45^{\circ}37'$ West for a distance of 439.6 feet; Thence North $44^{\circ}23'$ East for a distance of 208.0 feet, to the True Point of Beginning.

Grantor makes no representation or warranty regarding title to or ownership of the Property or the number of acres included in the Property to be conveyed.

WARRANTY DEED

#49628

For Value Received

CHERYL HESS TOMPKINS, Trustee of the ANN RUE HESS KLUDT TRUST and VAN Y. RUE, YVETTE A. RUE LLAMAS, EMILE T. RUE AND BENJAMIN L. RUE

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

DAVID MARK HOBSON, A Single Man
Address: 24 South 700 West, Burley, ID 83318

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

TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN

Section 31: NE¼, SAVE AND EXCEPT the following described tracts:

Tract No. 1:

Beginning at the Southwest corner of said Section 31, measure North 44°23' East along a line in the highway right-of-way and parallel to the center line of the present existing U.S. Idaho Highway No. 30 a distance of 4,526.5 feet; Thence measure South 45°37' East a distance of 191.2 feet to the existing Southeast boundary of the highway right-of-way which is the West corner of the tract of land hereinafter described and conveyed and the True Point of Beginning;

Thence measure North 44°23' East a distance of 208.0 feet along the said Highway No. 30 right-of-way boundary to the North corner of the tract;

Thence measure South 45°37' East a distance of 208.0 feet to the East corner of the tract;

Thence measure South 44°23' West a distance of 208.0 feet to the South corner of the tract;

Thence measure North 45°37' West a distance of 208.0 feet to the West corner of said tract which is the True Point of Beginning.

Tract No. 2:

Beginning at the Southwest corner of said Section 31; Thence North 44°31' East along a line in the Highway right-of-way and parallel to the center line of the present existing U.S. Highway 30, a distance of 4,526.5 feet; Thence South 45°37' East a distance of 191.2 feet to the existing Southeast right-of-way of U.S. Highway 30; Thence North 44°23' East a distance of 208.0 feet along said U.S. Highway 30 right-of-way boundary; Thence South 45°37' East for a distance of 208.0 feet, to the True Point of Beginning;

Thence South 45°37' East for a distance 651.2 feet;

Thence South 89°55' West for a distance of 296.7 feet;

Thence North 45°37' West for a distance of 439.6 feet;

Thence North 44°23' East for a distance of 208.0 feet, to the True Point of Beginning.

Tract No. 3:

That portion deeded to State of Idaho for highway purposes.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto
SUBJECT TO:

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

Taxes for 2012 and subsequent years, a lien, but not yet due or payable.

Assessments of the Southwest Irrigation District and the rights and powers of said District as by law provided.

Right of way and easement from Ellef Rue and Georgia M. Rue, his wife, to American Telephone and Telegraph Company, dated April 18, 1957 and recorded May 17, 1957 as Instrument No. 193612 in Book 9 of Bill of Sales and Agreements, Page 570, records of Cassia County, Idaho. (Affects S¼NE¼, Section 31, Township 10 South, Range 22 East of the Boise Meridian.)

Right of way and easement from Ellef Rue and Georgia M. Rue, his wife, to Salt Lake Pipe Line Company, a Nevada corporation, dated August 9, 1958 and recorded August 19, 1958 as Instrument No. 198280 in Book 15 of Miscellaneous, Page 635, records of Cassia County, Idaho. (Affects S¼NE¼, Section 31, Township 10 South, Range 22 East of the Boise Meridian.)

Power Line Easement from Larry E. Rue and Ann R. H. Kludt, to Idaho Power Company, a corporation, dated January 2, 1987 and recorded September 4, 1987 as Instrument No. 190647 on Film No. 193, records of Cassia County, Idaho. (Covers the SW¼NE¼, Section 31, Township 10 South, Range 22 East of the Boise Meridian.)

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.

CASSIA COUNTY

Recorded for:

LAND TITLE AND ESCROW

3:51:06 pm 12-05-2012

2012-005544

No. Pages: 9

Fee: \$34.00

JOSEPH W. LARSEN

County Clerk

Deputy: HEVANS

Dated: September 19, 2012

ANN RUE HESS KLUDT TRUST

by:
CHERYL HESS TOMPKINS, Trustee

Van Y. Rue
VAN Y. RUE

EMILE T. RUE

YVETTE A. RUE LLAMAS

BENJAMIN L. RUE

STATE OF CALIFORNIA)

COUNTY OF McHenry) ss.

On this 28 day of September, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared CHERYL HESS TOMPKINS, known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of the ANN RUE HESS KLUDT TRUST, and acknowledged to me that she executed the same as such Trustee.

Notary Public

Residing at: The UPS Store 6227

My Commission expires: March 15, 2016

STATE OF OR)

COUNTY OF McHumb) ss.

On this 28 day of September, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared VAN Y. RUE, known or identified to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary Public

Residing at: The UPS Store 6227

My Commission expires: March 15, 2016

STATE OF CALIFORNIA)

COUNTY OF _____) ss.

On this ____ day of September, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared YVETTE A. RUE LLAMAS, known or identified to me to be the person whose name subscribed to the within instrument, and acknowledged to me that she executed the same.

Notary Public

Residing at:

My Commission expires:

STATE OF CALIFORNIA)

COUNTY OF _____) ss.

On this ____ day of September, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared EMILE T. RUE, known or identified to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary Public

Residing at:

My Commission expires:



Dated: September 19, 2012

ANN RUE HESS KLUDT TRUST

by:

CHERYL HESS TOMPKINS, Trustee

VAN Y. RUE

Emile T. Rue
EMILE T. RUE

YVETTE A. RUE LLAMAS

BENJAMIN L. RUE

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this ____ day of September, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared CHERYL HESS TOMPKINS, known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of the ANN RUE HESS KLUDT TRUST, and acknowledged to me that she executed the same as such Trustee.

Notary Public
Residing at:
My Commission expires:

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of September, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared VAN Y. RUE, known or identified to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary Public
Residing at:
My Commission expires:

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this ____ day of September, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared YVETTE A. RUE LLAMAS, known or identified to me to be the person whose name subscribed to the within instrument, and acknowledged to me that she executed the same.

Notary Public
Residing at:
My Commission expires:

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this ____ day of September, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared EMILE T. RUE, known or identified to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary Public
Residing at:
My Commission expires:

SEE ATTACHED FOR
REQUIRED CALIFORNIA
WORDING

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Sacramento

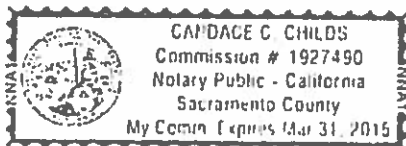
On Sept 28 2012
Date

before me, Candace C. Childs, Notary Public
Here Insert Name and Title of the Officer

personally appeared Emile J. Rue
Name(s) of Signer(s)

N/A

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Candace C. Childs
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Warranty Deed: Order #49628

Document Date: Sept 19 2012 Number of Pages: 4 total

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Emile J. Rue

☐ Corporate Officer — Title(s):

☒ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: Self

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s):

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Dated: September 19, 2012

ANN RUE HESS KLUDT TRUST

by Cheryl Hess Tompkins, Trustee
CHERYL HESS TOMPKINS, Trustee

VAN Y. RUE

EMILE T. RUE

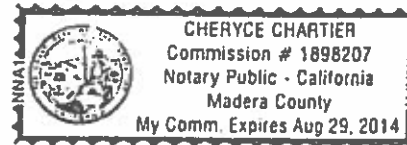
YVETTE A. RUE LLAMAS

BENJAMIN L. RUE

STATE OF CALIFORNIA)
) ss.
COUNTY OF California)

On this 24th day of September, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared CHERYL HESS TOMPKINS, known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of the ANN RUE HESS KLUDT TRUST, and acknowledged to me that she executed the same as such Trustee.

Cheryce Chartier
Notary Public
Residing at: DAKHURST, CA
My Commission expires: 08-29-2014



STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this ____ day of September, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared VAN Y. RUE, known or identified to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary Public
Residing at:
My Commission expires:

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this ____ day of September, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared YVETTE A. RUE LLAMAS, known or identified to me to be the person whose name subscribed to the within instrument, and acknowledged to me that She executed the same.

Notary Public
Residing at:
My Commission expires:

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this ____ day of September, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared EMILE T. RUE, known or identified to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary Public
Residing at:
My Commission expires:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

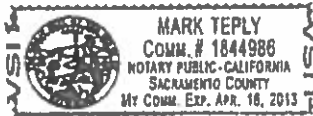
County of Sacramento

On 9/21/2012 before me, Mark Teply (Notary Public)

personally appeared Yvette A Rue Hama

Here Insert Name and Title of the Officer

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature [Signature]

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Warranty Deed

Document Date: 9/21/2012

Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Dated: September 19, 2012

ANN RUE HESS KLUDT TRUST

by:

CHERYL HESS TOMPKINS, Trustee

VAN Y. RUE

EMILE T. RUE

YVETTE A. RUE LLAMAS

Benjamin L. Rue
BENJAMIN L. RUE

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this ____ day of September, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared CHERYL HESS TOMPKINS, known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of the ANN RUE HESS KLUDT TRUST, and acknowledged to me that she executed the same as such Trustee.

Notary Public
Residing at:
My Commission expires:

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of September, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared VAN Y. RUE, known or identified to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary Public
Residing at:
My Commission expires:

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this ____ day of September, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared YVETTE A. RUE LLAMAS, known or identified to me to be the person whose name subscribed to the within instrument, and acknowledged to me that She executed the same.

Notary Public
Residing at:
My Commission expires:

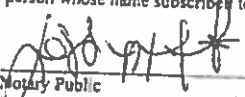
STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this ____ day of September, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared EMILE T. RUE, known or identified to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary Public
Residing at:
My Commission expires:

STATE OF CALIFORNIA)
COUNTY OF Sacramento) ss.

On this 2 day of ~~September~~ ^{October}, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared BENJAMIN L. RUE, known or identified to me to be the person whose name subscribes to the within instrument, and acknowledged to me that he executed the same.


Notary Public
Residing at: 41036 W. 4th Ave. W. Henning
My Commission expires: July 10, 2014



Dated: September 19, 2012

ANN RUE HESS KLUDT TRUST

by:

CHERYL HESS TOMPKINS, Trustee

VAN Y. RUE

EMILE T. RUE

Yvette A. Rue Llamas
YVETTE A. RUE LLAMAS

BENJAMIN L. RUE

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this ____ day of September, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared CHERYL HESS TOMPKINS, known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of the ANN RUE HESS KLUDT TRUST, and acknowledged to me that she executed the same as such Trustee.

Notary Public
Residing at:
My Commission expires:

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of September, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared VAN Y. RUE, known or identified to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary Public
Residing at:
My Commission expires:

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this ____ day of September, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared YVETTE A. RUE LLAMAS, known or identified to me to be the person whose name subscribed to the within instrument, and acknowledged to me that she executed the same.

Notary Public
Residing at:
My Commission expires:

*See
Attached*

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this ____ day of September, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared EMILE T. RUE, known or identified to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary Public
Residing at:
My Commission expires:



211 West 13th Street
Burley, ID 83318
Ph. (208) 878-3524
www.titleonecorp.com

RECEIVED

NOV 18 2015

DEPT OF WATER RESOURCES
SOUTHERN REGION

David Mark Hobson
24 South 700 West
Burley, ID 83318

Date: 10/21/2015

Regarding: 145 South 630 West, Burley, ID 83318

File No.: 15249594

Greetings:

It's been our pleasure serving as your title and escrow company for your recent real estate transaction. Related to your transaction, please find attached the following:

Title Insurance Policy No. OP-6-4401235
Original Quitclaim Deed – Instrument No. 2015-004545

Please feel free to contact us if you have any questions at the number listed above. We appreciate your business and look forward to assisting you with your next closing.

Best Regards,


Bonnie Byce
TitleOne Corporation

TRANSFER 79490



WESTCOR
Land Title Insurance Company

POLICY NO.
OP-6-ID1010.01-4401235

ALTA OWNER'S POLICY (6-17-06)

RECEIVED

ISSUED BY

NOV 18 2015

**WESTCOR LAND
TITLE INSURANCE COMPANY**

DEPT OF WATER RESOURCES
SOUTHERN REGION

OWNER'S POLICY OF TITLE INSURANCE

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, WESTCOR LAND TITLE INSURANCE COMPANY, a California corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.

COVERED RISKS Continued on next page

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A,

Issued By:

ID1010.01 * 15249594

TitleOne

710 G Street, PO Box 111

Rupert, ID 83350

WESTCOR LAND TITLE INSURANCE COMPANY



By:

Mary O'Donnell
President

Attest:

Patricia H. Power
Secretary

File Number: 15249594
Policy Number: OP-6-4401235

ALTA Owner's Policy (6/17/06)



TitleOne
a title & escrow co.

Land Title and Escrow, Inc. dba TitleOne: Burley
Authorized Agent for:
Westcor Land Title Insurance Company

SCHEDULE A

Name and Address of Title Insurance Company: Westcor Land Title Insurance Company
2000 Colorado Blvd., Suite 1-3100
Denver, CO 80222

File Number: 15249594

Policy Number: OP-6-4401235

Date of Policy: October 15, 2015 at 3:53PM

Amount of Insurance: \$6,000.00

Premium: \$200.00

Property Address Reference: 145 South 630 West, Burley, ID 83318

1. **Name of Insured:**
David Mark Hobson
2. **The estate or interest in the land that is insured by this policy is:**
Fee Simple
3. **Title is vested in:**
David Mark Hobson a single individual
4. **The Land referred to in this policy is described as follows:**
See Attached Schedule C

Land Title and Escrow, Inc. dba TitleOne: Burley
By:

Diana Rodriguez, Authorized Signatory

SCHEDULE B
Exceptions from Coverage

File Number: 15249594
Policy Number: OP-6-4401235

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the public records.
7. Taxes, including any assessments collected therewith, for the year 2015 and subsequent years which are a lien not yet due and payable.
8. Liens, levies and assessment of any and all irrigation districts, including but not limited to the Southwest Irrigation District and the rights, powers, and easements of said district as provided by law.
9. Right of way and easement from Eilef Rue and Georgia M. Rue, his wife, to American Telephone and Telegraph Company, dated April 18, 1957 and recorded May 17, 1957 as Instrument No. 193612 in Book 9 of Bill of Sales and Agreements, Page 570, records of Cassia County, Idaho. (Affects S½NE¼, Section 31, Township 10 South, Range 22 East of the Boise Meridian.)
10. Right of way and easement from Eilef Rue and Georgia M. Rue, his wife, to Salt Lake Pipe Line Company, a Nevada corporation, dated August 9, 1958 and recorded August 19, 1958 as Instrument No. 198280 in Book 15 of Miscellaneous, Page 635, records of Cassia County, Idaho. (Affects S½NE¼, Section 31, Township 10 South, Range 22 East of the Boise Meridian.)
Assignment and Assumption of Right-of-Way Interest from Chevron Pipe Line Company, a Delaware corporation, also known as ChevronPipeline Company to Tesoro Logistics Northwest Pipeline LLC, a Delaware limited liability company, dated December 6, 2012, and recorded June 25, 2013 as Instrument No. 2013-002852, records of Cassia County, Idaho.
11. Power Line Easement from The Mountain States Tel. & Tel. Co. to Idaho Power Company, a corporation, dated January 12, 1962 and recorded March 27, 1962 as Instrument No. 5958 on Film No. 12, records of Cassia County, Idaho, over, on and across the SW¼NE¼, Section 31, Township 10 South, Range 22 East of the Boise Meridian.
12. Power Line Easement from Larry E. Rue and Ann R. H. Kludt, to Idaho Power Company, a corporation, dated January 2, 1987 and recorded September 4, 1987 as Instrument No. 190647 on Film No. 193, records of Cassia County, Idaho. (Covers the SW¼NE¼, Section 31, Township 10 South, Range 22 East of the Boise Meridian)

File Number: 15249594
Policy Number: OP-6-4401235

ALTA Owner's Policy (6/17/06)

SCHEDULE C
Legal Description

TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 31: Part of the S½NE¼ more particularly described as follows:

Beginning at the Southwest corner of said Section 31; Thence North 44°31' East along a line in the Highway right-of-way and parallel to the center line of the present existing U.S. Highway 30, a distance of 4,526.5 feet; Thence South 45°37' East a distance of 191.2 feet to the existing Southeast right-of-way of U.S. Highway 30; Thence North 44°23' East a distance of 208.0 feet along said U.S. Highway 30 right-of-way boundary; Thence South 45°37' East for a distance of 208.0 feet, to the True Point of Beginning;
Thence South 45°37' East for a distance 651.2 feet;
Thence South 89°55' West for a distance of 296.7 feet;
Thence North 45°37' West for a distance of 439.6 feet;
Thence North 44°23' East for a distance of 208.0 feet, to the True Point of Beginning.

Section 31 Township 10 Range 22



TRANSFER 79490

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public

Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or

method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be

no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: Westcor Land Title Insurance Company, Attn.: Claims, 875 Concourse Parkway South, Suite 200, Maitland, FL 32751.



WESTCOR

LAND TITLE INSURANCE COMPANY

Notice of Privacy Policy

of

Westcor Land Title Insurance Company

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can also be found on WLTIC's website at www.wltic.com.

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JUN 05 2015
DEPT OF WATER RESOURCES
SOUTHERN REGION

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into by Qwest Corporation d/b/a CenturyLink QC, a Colorado corporation formerly known as U.S WEST Communications, Inc., formerly known as Mountain States Telephone and Telegraph Company ("CenturyLink"), and David Mark Hobson, a single individual ("Buyer"), as of the date it is signed by both parties ("Effective Date"). CenturyLink and Buyer are sometimes referred to together as the "Parties" and individually as a "Party."

RECITALS:

This Agreement is made with respect to the following facts:

CenturyLink owns the real property and improvements located in Cassia County, Idaho, commonly known as 145 South 630 West, Burley, Idaho, more particularly described on Exhibit A attached to this Agreement (the "Property").

The Parties want to provide for the sale of the Property by CenturyLink to Buyer. As used in this Agreement, the term "Property" refers to the land and the permanent improvements, structures and fixtures, if any, placed, constructed, installed or located on the land, all plants and trees located upon, over or under the land and any personal property located on the land or in the improvements constructed on the land, except as is otherwise expressly provided in this Agreement.

AGREEMENT

In consideration of the promises and agreements set forth in this Agreement, the sufficiency of which is acknowledged by both CenturyLink and Buyer, CenturyLink and Buyer promise and agree as follows:

Purchase and Sale of the Property. CenturyLink will sell the Property to Buyer and Buyer will buy the Property from CenturyLink on the terms and conditions provided in this Agreement.

Purchase Price. The purchase price (the "Purchase Price") for the Property will be Six Thousand and No/100ths Dollars (\$6,000.00). The Purchase Price, as adjusted for expenses, prorations and credits as otherwise specifically provided in this Agreement, will be payable at the Closing in immediately available funds.

Investigation.

1.1 Investigation Period. Buyer will have a period of time (the "Investigation Period") to investigate and evaluate the Property to determine its suitability for Buyer's purposes. The Investigation Period will start on the Effective Date and end on the thirtieth (30th) day after the Effective Date. Buyer may, in its sole discretion, for any reason, terminate this Agreement by written notice given to CenturyLink on or before the last day of the Investigation Period. If Buyer does not terminate this Agreement by written notice given to CenturyLink on or before the last day of the Investigation Period, this Agreement will continue in full force and effect and Buyer will have no further right to terminate this Agreement under this Section 3.1.

1.2 Access to Property. Buyer is permitted to enter onto the Property in order to

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perform inspections and tests of the Property, including, but not limited to (i) inspection of the physical condition of the Property, including the condition of the soil; (ii) conducting environmental audits; and (iii) reviewing the status, condition, capacity and utilization requirements of all utility connections and facilities, including sanitary and storm sewer, water, electric, gas and telephone.

1.3 Insurance. Prior to any entry onto the Property, Buyer will obtain, and will deliver to CenturyLink insurance certificates evidencing, the following insurance, listed with insurers having a "Best's" rating of A-VII or better:

1.3.1 Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage (including loss of use) occurring or arising in connection with this Agreement, including contractual liability coverage. The limits of insurance will not be less than:

1.3.1.1 Each Occurrence: \$1,000,000.

1.3.1.2 General Aggregate: \$2,000,000.

1.3.2 Workers' Compensation insurance with statutory limits as required in the state where the Property is located; and providing coverage for any employee entering onto the Property in connection with this Agreement, even if not required by statute. Employer's Liability or "Stop Gap" insurance with limits of not less than \$1,000,000 each accident.

1.3.3 Business Automobile Liability insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles used in connection with this Agreement, with limits of at least \$1,000,000 per occurrence for bodily injury and property damage.

The insurance limits required above may be obtained through any combination of primary and excess or umbrella liability insurance. The certificate(s) will provide that (i) CenturyLink be added as additional insured, as its interests may appear, with respect to this Agreement; and (ii) the coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased or maintained by CenturyLink. Buyer will cause any agents and contractors entering the Property on behalf of Buyer to maintain the same or better insurance required of Buyer under this Section 3.3.

3.4 Survey. Buyer will have the right to obtain an ALTA survey or other survey of the Property during the Investigation Period, at Buyer's sole cost and expense (the "Survey").

1.1 Phase I Environmental Site Assessment. Buyer will have the right to obtain a Phase I Environmental Site Assessment of the Property during the Investigation Period, at Buyer's sole cost and expense (the "Environmental Report"). No invasive testing (such as Phase II environmental work) may be performed on the Property without CenturyLink's prior written consent, in its sole discretion.

1.4 Disclaimer. CenturyLink makes no representation or warranty regarding, and does not assume liability or responsibility for, the truth, accuracy or completeness of any reports, materials, tests or information prepared by third parties, including, but not limited to, any Survey and any Environmental Report, regardless of whether such reports, materials, tests or information are delivered to Buyer by CenturyLink. Buyer will be responsible for obtaining, at Buyer's sole cost and expense, any Survey or Environmental Report required by Buyer or its lender.

1.5 Buyer's Undertaking. In the event that, as a result of Buyer's exercise of its rights under Sections 3.1, 3.2, 3.4 or 3.5, any damage occurs to the Property, then Buyer will promptly repair such damage, at Buyer's sole cost and expense. Buyer will bear the risk of loss to Buyer's personal property, if any, located on the Property and hereby releases CenturyLink from any and all damage or claim related to such loss. Buyer hereby holds harmless and indemnifies CenturyLink from and against any and all losses, damages, claims, causes of action, judgments, costs and expenses that CenturyLink may suffer or incur as a result of any damage caused to the Property during the course of, and

as a result of, (i) any or all of the studies, investigations and inspections that Buyer performs or has performed at Buyer's request pursuant to this Section 3, or (ii) any act or omission of Buyer, or its employees, agents and contractors. Any and all liens on any portion of the Property resulting from the actions or requests or otherwise at the instance of Buyer will be removed by Buyer, at Buyer's expense, within fifteen (15) days after notice thereof is given to Buyer. Buyer's obligations under this Section 3.7 will survive the termination of this Agreement.

1.6 Effect of Termination. If Buyer terminates this Agreement in accordance with the terms of Sections 3.1, 4.4, or 5.2:

1.6.1 Both Parties will be relieved of all further obligations hereunder, except the obligations of Buyer under this Agreement that expressly survive the termination of the Agreement, all of which will continue in full force and effect.

1.6.2 At the request of either Party, the Parties will execute and deliver to one another general releases with respect to all matters, except that CenturyLink's release of Buyer will reserve the obligations of Buyer under this Agreement that expressly survive the termination of this Agreement.

1.6.3 Buyer will provide CenturyLink with copies of and assign Buyer's rights in any Survey, environmental reports, and other reports or documentation commissioned by Buyer regarding the Property. The provisions of this Section 3.8.3 will survive the termination of this Agreement.

Title.

1.7 Title Conveyed. Title will be conveyed to Buyer by quitclaim deed, subject to the Permitted Exceptions and those matters shown on any Survey.

1.8 Preliminary Commitment; Record Documents. CenturyLink will cause TitleOne Title & Escrow Company, 211 W. 13th Sreet, Burley, Idaho 83318, 208-878-3524, Attention: Megan Martinez [mmartinez@titleonecorp.com] (the "Title Company") to furnish to Buyer a current title commitment (or appropriate equivalent document used in the state in which the Property is located) for standard coverage ALTA title insurance (2006 policy form) regarding the Property (the "Commitment"), together with copies of all exceptions of record referenced in the Commitment, within five (5) days of the Effective Date.

1.9 Buyer's Objections.

1.9.1 On or before the date which is the twenty-fifth (25th) day after the Effective Date, Buyer may deliver to CenturyLink Buyer's written notice identifying any matters, conditions and exceptions reflected in the Commitment and the Survey, if any, which are not acceptable to Buyer (the "Objected Exceptions").

1.9.2 If any update of the Commitment shows any new or additional exception not previously reflected in the Commitment or any update thereof, Buyer may, on or before the date for Buyer's objection notice set forth in Section 4.3.1, or, if later, the day that is the third (3rd) day after Buyer's receipt of any update of the Commitment first disclosing such new or additional exception (but not in any event later than the Closing), deliver to CenturyLink Buyer's notice objecting to such new or additional exception.

1.9.3 All matters, conditions and exceptions reflected in the Commitment and the Survey, if any, which are not Objected Exceptions will be deemed permitted exceptions (the "Permitted Exceptions") including all exceptions for which Buyer does not deliver a timely notice designating such matters, conditions and exceptions as Objected Exceptions.

1.10 Resolution of Title Objections. CenturyLink has no obligation to cure or remove any Objected Exceptions. If Buyer gives timely notice of any Objected

Exceptions, Buyer and CenturyLink will have a period of three (3) days ("Title Resolution Period") to negotiate in good faith to reach an agreement for the resolution of such Objected Exceptions and the Closing will be postponed, if necessary, to allow such Title Resolution Period to expire. The foregoing notwithstanding, CenturyLink will have no obligation to expend any funds in connection with any resolution of an Objected Exception. If such an agreement (each a "Resolution Agreement") is entered into, such Resolution Agreement will become a supplement to this Agreement and Buyer and CenturyLink will be bound to perform their respective obligations thereunder to the same extent as if such obligations were set forth in this Agreement. If Buyer and CenturyLink do not enter into a Resolution Agreement as to each Objected Exception within the Title Resolution Period, Buyer may terminate this Agreement by written notice given to CenturyLink within two (2) days after the expiration of the Title Resolution Period. If Buyer does not give its notice of termination within two (2) days after the expiration of the Title Resolution Period, Buyer will be deemed to have accepted any such Objected Exception which is not made the subject of a Resolution Agreement within the Title Resolution Period as an additional Permitted Exception. Any termination under this Section 4.4 will have the effect provided in Section 3.8.

1.11 Policy. Immediately following the Closing, CenturyLink will cause the Title Company to issue to Buyer a standard coverage owner's policy (the "Policy") in the amount of the Purchase Price, at Buyer's expense, insuring fee simple title to the Property in Buyer, subject to Permitted Exceptions, and Buyer will pay the premium therefor.

Buyer may obtain an extended coverage policy of title insurance containing such provisions and endorsements as Buyer will determine in its sole discretion. All costs for issuance of the Policy in excess of the cost for a standard coverage Policy (including, but not limited to, the cost of any endorsements required by Buyer or its lender) will be payable by Buyer, except for the cost of any endorsements required to correct Objected Exceptions that CenturyLink has agreed in writing to pay in any Resolution Agreement.

1.12 No Additional Exceptions. From and after the date of this Agreement, unless and until this Agreement has been terminated without the Closing occurring, CenturyLink will not, without the written consent of Buyer, which Buyer will not unreasonably withhold or delay, encumber, lease, option, or otherwise cloud title to the Property, except to the extent of any encumbrance, lease, option or other matter which will expire or be satisfied at or prior to Closing.

Casualty; Condemnation.

1.13 Casualty. Risk of loss up to any improvements located on the Property up to and including the Closing will be borne by Buyer and Buyer will have no right to terminate this Agreement on account of damage or destruction to such improvements. CenturyLink will promptly give Buyer written notice of any casualty resulting in damage to the Property, describing such damage.

1.14 Condemnation. In the event all of the Real Property or any portion thereof which would or might reasonably, in Buyer's reasonable judgment, adversely affect the value of the Property for the use contemplated by Buyer, will be subject to an eminent domain, condemnation, compulsory acquisition, or similar proceeding by any competent authority for any public or quasi-public use or purpose (a "Taking") or threatened Taking prior to Closing, Buyer may terminate this Agreement by notice given to CenturyLink within thirty (30) days after Buyer is first given written notice of the Taking or, if earlier, the Closing. Any such termination will have the effect provided in Section 3.8. In the event that Buyer does not terminate this Agreement within the time period provided above, Buyer's right to terminate this Agreement on account of such Taking or threatened Taking will expire and Buyer will have no further right to terminate this Agreement under this Section 5.2 on account of such Taking or threatened Taking. CenturyLink will retain any award with respect to any Taking of the Property unless the Closing occurs hereunder despite such Taking, in which event all proceeds of the Taking (less all out-of-pocket costs incurred by CenturyLink in repairing any damage caused by such Taking and less all out-of-pocket costs incurred in defending the Taking action or contesting or negotiating the amount of the Taking award) will be assigned to Buyer and any proceeds of the Taking previously received by CenturyLink (less such amounts) will be credited against the Purchase Price, not to exceed the Purchase Price. During the pendency of this

Agreement, CenturyLink will not settle with the condemning authority any Taking which will survive the Closing without the prior consent of Buyer, not to be unreasonably withheld.

Closing. The closing of the sale of the Property from CenturyLink to Buyer hereunder (the "Closing") will occur on the date (the "Closing Date") which is the _____ (____th) day after the last day of the Investigation Period, or such earlier date as the Parties mutually agree upon in writing. The Closing will be conducted through an escrow with the Title Company, provided that all of the requirements contained in this Section 6 are satisfied. At the Closing, the following will occur:

1.15 CenturyLink will convey the Property to Buyer by quitclaim deed in the form attached as Exhibit B to this Agreement (the "Deed").

1.16 CenturyLink will convey any personalty of CenturyLink remaining on the Property by Quitclaim Bill of Sale in the form attached as Exhibit C to this Agreement (the "Bill of Sale").

1.17 Intentionally Deleted.

1.18 Buyer will pay the remainder of the Purchase Price as adjusted, as provided for in this Agreement, and all other amounts payable by Buyer pursuant to this Agreement.

1.19 If required by the Title Company in order to issue to Buyer a Policy, CenturyLink will provide Title Company with a standard seller's affidavit in a commercially reasonable form relating to parties in possession, judgments, tax liens, and mechanic's liens. There will be no expense to CenturyLink for providing such affidavit.

1.20 Buyer will receive the unconditional written undertaking of the Title Company to issue the Policy.

1.21 CenturyLink has advised Buyer that the Property is currently centrally assessed at the state level as a part of all property owned by CenturyLink in Idaho (rather than being assessed on an individual basis by Cassia County). The total assessment for all CenturyLink property in the state of Idaho for calendar year 20__ is referred to as the "2015 Central Assessment." CenturyLink has advised Buyer that the Property will remain centrally assessed for calendar year 2015, notwithstanding the conveyance of the Property to Buyer as contemplated in this Agreement, and that the Property will be assessed at the Cassia County level on an individual basis pursuant to the Cassia County assessment procedures following the Closing. At Closing, the portion of the 2015 Central Assessment allocable to the Property, as determined by CenturyLink in its reasonable discretion, will be prorated between CenturyLink and Buyer, with CenturyLink receiving from Buyer, in addition to the Purchase Price, an amount equal to the portion of the 2015 Central Assessment allocable the Property for the portion of calendar year 2015 accruing from and after the Closing Date. After Closing, CenturyLink will pay all Central Assessments for the 2015 calendar year and earlier, as and when they become due, and CenturyLink will indemnify, defend and hold Buyer harmless from and against any claims, losses or injury suffered by Buyer resulting from CenturyLink's failure to timely pay the 2015 Central Assessment or earlier central assessments. CenturyLink's obligations in the immediately preceding sentence will survive the Closing. Any other expenses associated with the Property will be pro-rated to or adjusted as of the Closing Date based upon the actual number of days involved in the relevant computation period for such items in which the Closing Date occurs, and the Closing Date will be Buyer's day for the purpose of such calculations. Such prorations will constitute a final settlement unless after Closing it is determined that any proration contained a manifest error, in which case the Parties will make the proper adjustment by payment or payments to each other.

1.22 State and local transfer taxes, excise taxes, deed taxes or stamps and recording charges for the Deed will be paid by Buyer. Fees of the Title Company to

conduct the Closing and disburse the Purchase Price and all other usual and customary closing costs will be paid by Buyer. Each Party will pay the cost of its own attorneys and consultants.

1.23 The Parties will each do or cause to be done such other matters and things as will be necessary to close the transaction provided for in this Agreement in the manner that transactions of this type are then typically closed in the greater Cassia County area.

1.24 BUYER ACKNOWLEDGES THAT BUYER WILL HAVE NO CLAIM AGAINST CENTURYLINK FOR THE STATUS OR CONDITION OF THE PROPERTY. NEITHER CENTURYLINK NOR ANYONE ON CENTURYLINK'S BEHALF, HAS MADE, AND CENTURYLINK DOES HEREBY SPECIFICALLY NEGATE AND DISCLAIM, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (a) THE VALUE, NATURE, QUALITY, PHYSICAL OR ANY OTHER CONDITION OF THE PROPERTY; (b) THE INCOME TO BE DERIVED FROM THE PROPERTY; (c) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY OR PLANS TO CONDUCT THEREON; (d) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, ORDERS, DECISIONS OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (e) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (f) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO THE PROPERTY; (g) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; OR (h) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. CENTURYLINK HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL LAW OR PROTECTION, POLLUTION OR LAND USE, ZONING OR DEVELOPMENT OR REGIONAL IMPACT LAWS, RULES, REGULATIONS, ORDERS, DECISIONS OR REQUIREMENTS. CENTURYLINK HAS NOT PERFORMED ANY INSPECTIONS OR PROVIDED ANY INFORMATION TO BUYER. FURTHER, CENTURYLINK WILL CONVEY THE PROPERTY TO BUYER IN ITS "AS IS," "WHERE IS" AND "WITH ALL FAULTS" CONDITION AS OF THE CLOSING AND WITH A WAIVER OF ALL OBJECTIONS OR CLAIMS AGAINST CENTURYLINK ARISING FROM OR RELATED TO THE PROPERTY. ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND CENTURYLINK HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF THE INFORMATION AND MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION. CENTURYLINK IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, WARRANTIES OR INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY BY CENTURYLINK IS MADE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" CONDITION AND BASIS, NOTWITHSTANDING ANYTHING TO THE CONTRARY.

The provisions of this Section 6.10 will survive the Closing.

Remedies.

1.25 CenturyLink Default. If CenturyLink defaults in any of its obligations hereunder, and such default continues uncured for two (2) business days after written notice of such default is given by Buyer, Buyer will elect one of the following remedies:

1.25.1 Buyer will have the right to terminate this Agreement by written

notice to CenturyLink, in which event, so long as Buyer is not then in default of any of its obligations under this Agreement and all other obligations of the parties under this Agreement will terminate except for those obligations set forth in Section 3, Section 7, Section 8 and Section 10, which expressly survive the termination of this Agreement. Buyer will have no right to monetary damages; or

1.25.2 Buyer will have the right to waive the breach or default in writing and proceed to Closing in accordance with the provisions of this Agreement without adjustment of the Purchase Price and without liability of CenturyLink for any such failure.

The remedy that Buyer elects pursuant to this Section 7.1 will be Buyer's sole and exclusive remedy for CenturyLink's default or failure to perform under this Agreement, and Buyer hereby waives any and all other remedies for such default or failure.

1.26 BUYER DEFAULT. IN THE EVENT BUYER DEFAULTS ON ANY OF ITS OBLIGATIONS HEREUNDER AND SUCH DEFAULT CONTINUES UNCURED FOR TWO (2) BUSINESS DAYS AFTER NOTICE OF SUCH DEFAULT IS GIVEN BY CENTURYLINK, OR IF BUYER FAILS TO CLOSE THE PURCHASE OF THE PROPERTY AS AND WHEN REQUIRED BY THIS AGREEMENT, CENTURYLINK MAY, AS ITS SOLE REMEDY (EXCEPT AS PROVIDED IN THE LAST SENTENCE OF THIS SECTION 7.2), TERMINATE THIS AGREEMENT BY NOTICE TO BUYER. CENTURYLINK'S RIGHT TO TERMINATE THIS AGREEMENT WILL BE CENTURYLINK'S SOLE REMEDY IN THE EVENT OF BUYER'S DEFAULT IN ITS OBLIGATION UNDER THIS AGREEMENT OR FAILURE TO CLOSE THE PURCHASE OF THE PROPERTY HEREUNDER (WHICH ALSO IS A DEFAULT); PROVIDED THAT CENTURYLINK WILL ALSO RETAIN THE RIGHT TO REMEDIES FOR BREACH OF ANY OBLIGATIONS WHICH SURVIVE THE TERMINATION OF THIS AGREEMENT REFERRED TO IN SECTION 3, SECTION 7, SECTION 8 AND SECTION 10.

INITIALS:

BUYER CENTURYLINK

1.27 Remedies for Obligations That Survive Termination. For any breach by a Party hereto of an obligation that survives the Closing or termination of this Agreement, the non-breaching Party will have the right to all remedies normally available at law or in equity for such a breach, except where specifically indicated otherwise in this Agreement.

1.28 Survival. The provisions of this Section 7 will survive the Closing or earlier termination of this Agreement.

1.29 Attorneys' Fees. In the event any action is brought to enforce or interpret any provision of this Agreement or to recover any amount due hereunder or damages for any breach hereunder, the Party prevailing in that action will be entitled to recover all costs of such action, including reasonable attorneys' fees from the Party that did not prevail.

Broker. CenturyLink has not engaged a real estate agent, broker or finder in connection with this transaction. CenturyLink will defend and indemnify Buyer against any failure of CenturyLink to pay the commission to Broker and against any claims for commissions or other compensation on account of the transaction made by any other broker, finder, agent, or other person, based on any express or implied undertaking made by CenturyLink in connection with this transaction. Buyer has not engaged a real estate agent, broker or finder in connection with this transaction. Buyer will defend and indemnify CenturyLink against any claims for commissions or other compensation on account of the transaction contemplated hereby made by any broker, finder, agent, or other person, based on any express or implied undertaking made by Buyer in connection with this transaction. The provisions of this Section 8 will survive the Closing or termination of this Agreement.

9. Further Assurances/Exchange. Each Party will execute and deliver to the other Party any instruments from time to time reasonably requested by the other Party to effect or

confirm any provision of this Agreement. Buyer agrees to provide cooperation requested by CenturyLink in implementing any tax deferred exchange under Section 1031 of the Internal Revenue Code or other exchange (the "Exchange"), including the execution of necessary documentation in connection with such Exchange, provided Buyer will not be obligated to incur any additional expense or liability beyond its existing obligations under this Agreement, and the Exchange will not delay the Closing.

10. **No Recording.**

10.1 Buyer will not record this Agreement or any evidence of this Agreement or any interest in the Property under this Agreement, and Buyer will use commercially reasonable efforts to prevent others from placing of record any evidence of this Agreement or any interest pursuant to this Agreement.

10.2 Recording this Agreement or any evidence hereof or any transfer or encumbrance of this Agreement or any evidence of any such transfer or encumbrance of this Agreement will constitute a material default by Buyer entitling CenturyLink to all remedies available at law or in equity.

10.3 The provisions of this Section 10 will survive the termination of this Agreement.

11. **Notices.** All notices provided and other communications required or permitted under this Agreement will be in writing and will be deemed given to a Party when a copy thereof, addressed to such Party as provided in this Agreement, is delivered, personally, by certified or registered mail, return receipt requested, or by commercial courier to the address of such Party determined as provided in this Agreement. The addresses for notices for CenturyLink will be the following addresses or such other addresses as CenturyLink will notify Buyer by notice given in the manner provided in this Section:

CenturyLink
931 14th Street, Suite 103
Denver, CO 80202
Attention: Vice President of Real Estate

With a copy to:
CenturyLink Law Department
1801 California Street, 10th floor
Denver, Colorado 80202
Attention: Stephanie Griffin, Esq.
Telephone: 303-992-5786

With a copy of any CenturyLink default notice only (which alone will not constitute Notice to CenturyLink) to:

CenturyLink Law Department
1 Solutions Parkway
Mailstop: MO012900400-497
Town and Country, MO 63017

Attn: Vice-President – Law Department

All notices for Buyer will be addressed to Buyer at the following address or such other address of which Buyer gives CenturyLink notice hereunder:

Attn: David Mark Hobson
24 South 700 West
Burley, ID 83318

12. **No Assignment.** Buyer will not assign this Agreement or any right or interest under this Agreement to any party without the prior written consent of CenturyLink, and Buyer will not encumber this Agreement or any right or interest under this Agreement without the prior written consent of CenturyLink, in each instance such consent not to be unreasonably withheld. Notwithstanding the foregoing, Buyer may assign this Agreement, in whole but not in part, to an entity in which Buyer owns or controls a majority interest, without CenturyLink's consent. Any such assignment to be effective must be in writing.

13. **Governing Law.** This Agreement and any claim, controversy or dispute arising under or related to the agreement, the relationship of the Parties, and/or the interpretation and enforcement of the rights and duties of the Parties will be governed by the laws of the state in which the Property is located without regard to any "conflicts of law principles" or words to similar effect.

14. **Confidentiality.** This Agreement and its substance, any information given to a Party under this Agreement and any information generated as a result of a Party exercising its rights under this Agreement (for example, any report or information resulting from an environmental site assessment of the Property) will not be disclosed by either Party to any person or entity, except: (a) to a Party's legal counsel involved in this Agreement; (b) to those persons responsible for assisting with or fulfilling a Party's obligations under this Agreement, provided that such persons are informed of the confidentiality provisions of this Agreement prior to such disclosures and agree to abide by the terms of this Section; or (c) as disclosure may otherwise be required by law. The Parties will not make any public announcement or statement concerning this Agreement or the purchase and sale transaction contemplated in this Agreement unless the Parties agree in writing on the form and substance of the public announcement or statement. Notwithstanding the foregoing, in the event this Agreement is terminated prior to Closing by either Party, CenturyLink will be permitted to disclose the Survey and any environmental reports and other reports and documents commissioned by Buyer and delivered to CenturyLink pursuant to Section 3.8.3 to any future prospective buyer of the Property. The requirements of this Section 14 will survive Closing and the recording of the Deed or, the expiration or termination of this Agreement.

15. **Binding Effect.** This Agreement will be binding upon and inure to the benefit of CenturyLink, Buyer and their respective successors and assigns, and is for the benefit of the Parties and their respective successor and assigns, and not for any other person or entity. Except for CenturyLink, Buyer and their respective successors and assigns, this Agreement does not provide any other person or entity with any remedy, claim, liability, reimbursement or right of action, and there are no third party beneficiaries, express or implied, of this Agreement.

16. **Waiver.** No agreement, term or condition of this Agreement will be deemed to have been waived by a Party unless the waiver is made in writing and is signed by the Party against whom the waiver is claimed. No waiver of default of this Agreement or consent to the default will be deemed to have been waived or consented to unless the waiver or consent is made in writing and signed by the Party against whom the waiver or consent is claimed. The waiver of or consent to a default of this Agreement will not be deemed to be a waiver of or consent to any other breach or default of this Agreement or to or any subsequent breach or

default of the same term, agreement or condition of this Agreement. No course of dealing or conduct or failure of a Party to strictly enforce any term, right or condition of this Contract constitutes a general waiver or relinquishment of the term, right or condition.

17. **Amendment and Modification.** No provision of this Agreement is deemed amended or modified unless amended or modified in a writing dated and signed by both Parties.

18. **Invalid Provisions.** If any provision of this Agreement or the applicability of a provision to a specific situation is held invalid or unenforceable, such provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity, enforceability and application of any other provisions of this Agreement will not be affected by such modification.

19. **Headings Not Controlling.** The headings and numbering of the paragraphs and sections in this Agreement are for convenience only and do not define or limit any of the terms or affect the meaning or interpretation of this Agreement. Neither Party will be deemed the author of this Agreement; therefore, no presumption exists requiring that an ambiguity contained in this Agreement be construed against either Party.

20. **Days: Business Days.** Unless expressly stated otherwise, all references to number of days in this Agreement will mean calendar days, and not business days. If the date for any performance or other act permitted or required under this Agreement falls on a day which is not a business day, the date for such performance or other act will be extended to the next business day. As used in this Agreement, "business day" means every day except for Saturdays, Sundays, and days on which federally insured commercial banks located in Cassia County, Idaho are permitted to close for business.

21. **Time of Essence.** Time is of the essence with respect to each and every obligation and condition of this Contract.

22. **Entire Agreement.** This Agreement (including its exhibits) contains the entire contract, understanding, and agreement between the Parties and supersedes all prior understandings, warranties, representations, letters of intent, and terms sheets, all of which are by the execution hereof rendered null and void.

23. **Execution.** This Agreement may be executed in counterparts and, when counterparts of this Agreement have been executed and delivered by both of the Parties hereto, this Agreement will be fully binding and effective, just as if both of the Parties hereto had executed and delivered a single counterpart hereof. Without limiting the manner in which execution of this Agreement may otherwise be effected hereunder, execution by any Party may be effected by facsimile transmission of a signature page hereof executed by such Party. If any Party effects execution in such manner, such Party will also promptly deliver to the other Party the counterpart physically signed by such Party, but the failure of any such Party to do so will not invalidate the execution hereof effected by facsimile transmission. Neither Party will be bound hereunder until counterparts of this Agreement have been executed and delivered by both Parties.

IN WITNESS WHEREOF, the Parties each acting with proper authority and intending to be legally bound hereto have executed this Agreement as of the Effective Date.

[Signatures appear on the following page]

CENTURYLINK:

Qwest Corporation d/b/a CenturyLink QC, a
Colorado corporation

By: _____
LaRae Dodson, Vice President of Real Estate

BUYER:



David Mark Hobson, a single person

EXHIBIT A

(Legal Description of the Property)

The following described tract of land situate and lying in the County of Cassia, State of Idaho, to
wit:

Township 10 South, Range 22 East of the Boise Meridian

Section 31: Part of the South ½ of the NE ¼ more particularly described as follow:

Beginning at the Southwest corner of said Section 31: Thence North 44°31' East along a line in
the Highway right-of-way and parallel to the center line of the present existing U.S. Highway 30,
a distance of 4,526.5 feet; Thence South 45°37' East a distance of 191.2 feet to the existing
Southeast right-of-way of U.S. Highway 30; Thence North 44°23' East a distance of 208.0 feet
along said U.S. Highway 30 right-of-way boundary;
Thence South 45°37' East for a distance of 208.0 feet, to the True Point of Beginning;
Thence South 45°37' East for a distance 651.2 feet;
Thence South 89°55' West for a distance of 296.7 feet;
Thence North 45°37' West for a distance of 439.6 feet;
Thence North 44°23' East for a distance of 208.0 feet, to the True Point of Beginning.

CenturyLink makes no representation or warranty regarding title to or ownership of the Property
or the number of acres included in the Property to be conveyed.

EXHIBIT B

(Form of Quitclaim Deed)

WHEN RECORDED RETURN TO

Attn: David Mark Hobson
24 South 700 West
Burley, ID 83318

QUITCLAIM DEED

Qwest Corporation d/b/a CenturyLink QC, a Colorado corporation formerly known as U.S. WEST Communications, Inc., formerly known as Mountain States Telephone and Telegraph Company ("Grantor"), whose street address is 931 14th Street, Suite 103, Denver, Colorado 80202. Attention: Vice President of Real Estate, for the consideration of Ten and No/100^{ths} Dollars and No Cents (\$10.00), hereby sells and quitclaims to David Mark Hobson, a single individual ("Grantee") whose street address is 24 South 700 West, Burley, ID 83318, the following real property in the County of Cassia and State of Idaho (the "Property"):

See the legal description set forth on Exhibit A attached hereto and by this reference incorporated herein.

with all its appurtenances and any after-acquired title of Grantor, but without warranties of title.

NEITHER GRANTOR NOR ANYONE ON GRANTOR'S BEHALF. HAS MADE. AND GRANTOR DOES HEREBY SPECIFICALLY NEGATE AND DISCLAIM. ANY REPRESENTATIONS. WARRANTIES. PROMISES. COVENANTS. AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER. WHETHER EXPRESS OR IMPLIED. ORAL OR WRITTEN. PAST. PRESENT OR FUTURE. OF. AS TO. CONCERNING OR WITH RESPECT TO: (a) THE VALUE, NATURE, QUALITY. PHYSICAL OR ANY OTHER CONDITION OF THE PROPERTY; (b) THE INCOME TO BE DERIVED FROM THE PROPERTY; (c) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY OR PLANS TO CONDUCT THEREON; (d) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS. RULES. ORDINANCES. ORDERS. DECISIONS OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (e) THE HABITABILITY. MERCHANTABILITY. MARKETABILITY. PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (f) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO THE PROPERTY; (g) THE MANNER. QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; OR (h) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY AND GRANTOR HAS NOT MADE. DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL LAW OR PROTECTION. POLLUTION OR LAND USE. ZONING OR DEVELOPMENT OR REGIONAL IMPACT LAWS. RULES. REGULATIONS. ORDERS. DECISIONS OR REQUIREMENTS. GRANTOR HAS NOT PERFORMED ANY INSPECTIONS OR PROVIDED ANY INFORMATION TO GRANTEE. FURTHER. GRANTOR CONVEYS THE PROPERTY TO GRANTEE IN ITS "AS IS." "WHERE IS" AND "WITH ALL FAULTS" CONDITION AS OF THE CLOSING AND WITH A WAIVER OF ALL OBJECTIONS OR CLAIMS AGAINST GRANTOR ARISING FROM OR RELATED TO THE PROPERTY. ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF THE INFORMATION AND MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR

COMPLETENESS OF THE INFORMATION. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, WARRANTIES OR INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY BY GRANTOR IS MADE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" CONDITION AND BASIS. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE ACKNOWLEDGEMENTS, DISCLAIMERS AND WAIVERS CONTAINED IN THIS QUITCLAIM DEED WILL SURVIVE THE RECORDING OF THIS QUITCLAIM DEED.

Signed to be effective as of the ____ day of ____, 2015.

Qwest Corporation d/b/a CenturyLink QC, a Colorado Corporation

By:

LaRae Dodson, Vice President of Real

Estate

17

STATE OF COLORADO)

) ss.

CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of ____, 2015, by LaRae Dodson as Vice President of Real Estate of Qwest Corporation d/b/a CenturyLink QC, a Colorado Corporation formerly known as U.S. WEST Communications, Inc., formerly known as Mountain States Telephone and Telegraph Company.

My commission expires: _____.

Witness my hand and official seal.

[Seal]

**Exhibit A to Quitclaim Deed
(Legal Description of the Property)**

The following described tract of land situate and lying in the County of Cassia, State of Idaho, to wit:

Township 10 South, Range 22 East of the Boise Meridian

Section 31: Part of the South $\frac{1}{2}$ of the NE $\frac{1}{4}$ more particularly described as follow:

Beginning at the Southwest corner of said Section 31: Thence North $44^{\circ}31'$ East along a line in the Highway right-of-way and parallel to the center line of the present existing U.S. Highway 30, a distance of 4,526.5 feet: Thence South $45^{\circ}37'$ East a distance of 191.2 feet to the existing Southeast right-of-way of U.S. Highway 30: Thence North $44^{\circ}23'$ East a distance of 208.0 feet along said U.S. Highway 30 right-of-way boundary;
Thence South $45^{\circ}37'$ East for a distance of 208.0 feet. to the True Point of Beginning;
Thence South $45^{\circ}37'$ East for a distance 651.2 feet;
Thence South $89^{\circ}55'$ West for a distance of 296.7 feet;
Thence North $45^{\circ}37'$ West for a distance of 439.6 feet;
Thence North $44^{\circ}23'$ East for a distance of 208.0 feet. to the True Point of Beginning.

Grantor makes no representation or warranty regarding title to or ownership of the Property or the number of acres included in the Property to be conveyed.



Land Title and Escrow, Inc. dba TitleOne: Burley
Authorized Agent for:
Westcor Land Title Insurance Company

RECEIVED
JUN 05 2015
DEPT OF WATER RESOURCES
SOUTHERN REGION

SCHEDULE A

1st Revision: 04/13/2015 -
Deleting No. 14 of Schedule B-II

1. Effective Date: March 31, 2015 at 07:30 AM
2. Policy or Policies to be issued:

X ALTA Owners Policy (6/17/06)	Standard Coverage	Policy Amount:	\$6,000.00
Proposed Insured:		Premium:	\$200.00
David Mark Hobson			
3. The estate or interest in the land described or referred to in this Commitment and covered herein is:
Fee Simple
4. Title to the estate or interest in said land is at the effective date hereof vested in:
Qwest Corporation, a Colorado corporation successor by merger of The Mountain States Telephone and Telegraph Company, a Colorado corporation
5. The land referred to in this Commitment is described as follows:
See Attached Schedule C

Land Title and Escrow, Inc. dba TitleOne: Burley
By:

Diana Rodriguez, Authorized Signatory

SCHEDULE B-I
Requirements

The following are to be complied with:

1. Necessary conveyance to the proposed insured.

2. Note: In the event this transaction fails to close, or this commitment is cancelled, a cancellation fee will be charged to comply with the State of Idaho Department of Insurance regulations.

3. NOTE: According to the available records, the purported address of said land is:

145 South 630 West - Burley, Idaho 83318

SCHEDULE B-II**Exceptions From Coverage**

Note: The Policy (or Policies) may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

Any policy we issue will have the following Exceptions unless they are taken care of to our satisfaction. If the Company's requirements are satisfied, Exceptions 1 through 6 will be removed on Enhanced/Extended coverage policies.

Exceptions:

1. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the public records.
7. 2014 Taxes - Exempt
8. Taxes, including any assessments collected therewith, for the year 2015 and subsequent years which are a lien not yet due and payable.
9. Liens, levies and assessment of any and all irrigation districts, including but not limited to the Southwest Irrigation District and the rights, powers, and easements of said district as provided by law.
10. Right of way and easement from Eilef Rue and Georgia M. Rue, his wife, to American Telephone and Telegraph Company, dated April 18, 1957 and recorded May 17, 1957 as Instrument No. 193612 in Book 9 of Bill of Sales and Agreements, Page 570, records of Cassia County, Idaho. (Affects S½NE¼, Section 31, Township 10 South, Range 22 East of the Boise Meridian.)
11. Right of way and easement from Eilef Rue and Georgia M. Rue, his wife, to Salt Lake Pipe Line Company, a Nevada corporation, dated August 9, 1958 and recorded August 19, 1958 as Instrument No. 198280 in Book 15 of Miscellaneous, Page 635, records of Cassia County, Idaho. (Affects S½NE¼, Section 31, Township 10 South, Range 22 East of the Boise Meridian.)
Assignment and Assumption of Right-of-Way Interest from Chevron Pipe Line Company, a Delaware corporation, also known as ChevronPipeline Company to Tesoro Logistics Northwest Pipeline LLC, a Delaware limited liability company, dated December 6, 2012, and recorded June 25, 2013 as Instrument No. 2013-002852, records of Cassia County, Idaho.
12. Power Line Easement from The Mountain States Tel. & Tel. Co. to Idaho Power Company, a corporation, dated January 12, 1962 and recorded March 27, 1962 as Instrument No. 5958 on Film No. 12, records of Cassia County, Idaho, over, on and across the SW¼NE¼, Section 31, Township 10 South, Range 22 East of the Boise Meridian.
13. Power Line Easement from Larry E. Rue and Ann R. H. Kludt, to Idaho Power Company, a corporation, dated January 2, 1987 and recorded September 4, 1987 as Instrument No. 190647 on Film No. 193, records of Cassia County, Idaho. (Covers the SW¼NE¼, Section 31, Township 10 South, Range 22 East of the Boise Meridian)
14. Intentionally Deleted.

(End of Exceptions)

SCHEDULE C

Legal Description:

**TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO**

Section 31: Part of the S½NE¼ more particularly described as follows:

Beginning at the Southwest corner of said Section 31; Thence North 44°31' East along a line in the Highway right-of-way and parallel to the center line of the present existing U.S. Highway 30, a distance of 4,526.5 feet; Thence South 45°37' East a distance of 191.2 feet to the existing Southeast right-of-way of U.S. Highway 30; Thence North 44°23' East a distance of 208.0 feet along said U.S. Highway 30 right-of-way boundary; Thence South 45°37' East for a distance of 208.0 feet, to the True Point of Beginning;
Thence South 45°37' East for a distance 651.2 feet;
Thence South 89°55' West for a distance of 296.7 feet;
Thence North 45°37' West for a distance of 439.6 feet;
Thence North 44°23' East for a distance of 208.0 feet, to the True Point of Beginning.

Appendix 6
Notarized Statement from Lien Holder



Triple Ace. Inc.

Russell & Lisa Patterson
1800 Z Street • Heyburn, ID 83336

Office: (208) 678-8283
Fax: (208) 678-8293

April 1, 2014

Idaho Department of Water Resources
650 Addison Avenue W. Suite 500
Twin Falls, ID 83301-5858

Regarding: Proposed Transfer by David Mark Hobson

We, Triple Ace Inc. and Pattco LLLP, are aware of the submitted permissible place of use transfer application submitted by Mark Hobson, and do not oppose the transfer.

The transfer is known to involve lands located in Township 10 South, Range 22 E, Section 31, NE ¼ of Cassia County, Idaho. The loan on said ground is held by Triple Ace Inc. Additional ground located in the same Township 10 South, Range 22 E. Section 31 is owned by Pattco, LLLP.

Triple Ace Inc.

By: Russell Patterson
President

Pattco, LLLP

By: Russell V. Patterson, General Partner
By: Lisa Patterson, General Partner



on this day 1st April 2014 before me, Susan Allen
a notary public for State of Idaho personally appeared
Russell Patterson known to me to be the person who
executed this instrument

Susan Allen
Residing at Declo Idaho
Commission expires 10-30-18

TRANSFER 79490

Appendix 7a
Map Identifying Proposed Point of Diversion



HOBSON, MARK
TRANSFER MAP - PPU 2014
NAIP 2013 AERIAL
ATTACHMENT #7A

BROCKWAY ENGINEERING, PLLC.
ALR - Date: 3/18/2014

Appendix 7b
Map Identifying the Proposed Permissible Place of Use



0 150 300 600
Feet

RECEIVED

HOBSON, MARK
PLACE OF USE 2016
NAIP 2013 AERIAL

Legend

- Well_POD
- PPU
- POU 2016
- source
- GW = 84.5ac
- Paisades=32.1ac
- township
- Sections
- ladesc

BROCKWAY ENGINEERING, PLLC.
ALR - Date: 12/28/2015

DEPT. OF WATER RESOURCES
SOUTHERN REGION



HOBSON, MARK
PLACE OF USE IN PROPOSED PPU
NAIP 2013 AERIAL
ATTACHMENT #7B

Legend

- Well_POD
- Pipe Lines
- Proposed PPU 2014
- Proposed POU=108.2
- Palisades, 21.7ac
- GW Limit 84.5ac
- TR
- Sections
- QQ

BROCKWAY ENGINEERING, PLLC.
ALR -Date: 3/19/2014

Appendix 9
Certificate Showing Palisades Water Shares

INCORPORATED UNDER THE LAWS OF

THE STATE OF IDAHO

Shares 300

PALISADES WATER USERS, INCORPORATED

75,000 SHARES OF ASSESSABLE
COMMON STOCK OF NO PAR VALUE

THIS (CERTIFIES THAT

DAVID MARK HOBSON

Shares of No Par Value each of the Capital Stock of
PALISADES WATER USERS, INC.

THREE HUNDRED (300)

transferable only on the books of the Corporation by the holder
hereof in person or by Attorney upon surrender of this Certificate
properly endorsed. NOTICE: Pursuant to the Bylaws, this stock is 1. ASSESSABLE, and 2. its TRANSFER IS
RESTRICTED. A copy of the Bylaws will be provided upon request.

In Witness Whereof, the said Corporation has caused this Certificate to be
signed by its duly authorized officers and to be sealed with the Seal of the Corporation

this 6TH day of MARCH 19 2014

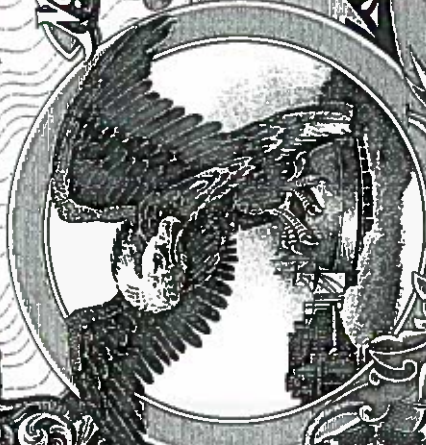
Wendy J. Murphy
SECRETARY

PRESIDENT

SHARES

NO PAR VALUE

EACH





State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

January 13, 2016

DAVID MARK HOBSON
24 S 700 W
BURLEY, ID 83318

RE: Transfer No. 79490
Water Right No(s). 45-14433, 45-14434, 45-14435

Dear Applicant(s):

The Department of Water Resources has received your water right transfer application. Please refer to the transfer number referenced above in all future correspondence regarding this transfer.

A legal notice of the application has been prepared and is scheduled for publication in the **TIMES NEWS on 1/21/2016 and 1/28/2016**. Protests to this application may be submitted for a period ending ten (10) days after the second publication (**February 8, 2016**).

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the approval document.

Please contact this office if you have any questions regarding the application.

Sincerely,

Denise Maline
Administrative Assistant

cc:

BROCKWAY ENGINEERING PLLC
C/O ERICK POWELL
2016 N WASHINGTON ST STE 4
TWIN FALLS, ID 83301

Maline, Denise

From: Maline, Denise
Sent: Wednesday, January 13, 2016 2:46 PM
To: Times News
Subject: LEGAL NOTICE
Attachments: Times News Cover Letter.docx; Times News Ad.doc

Attached please find (1) legal notice being submitted for publication on January 21st & 28th, 2016. Please feel free to contact me if you have any questions, or if you are not able to run the ad on the dates requested.

Please note – I will be out of the office on medical leave from January 15th until approximately the 25th; therefore I will not be able to proof-read the legal notice prior to publication. I will trust that it will be published correctly.

Thank you in advance,

Denise Maline
Administrative Assistant
Idaho Dept of Water Resources, Southern Region
650 Addison Ave W, Ste 500
Twin Falls, ID 83301
(208) 736-3033
denise.maline@idwr.idaho.gov



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Governor

GARY SPACKMAN
Director

January 13, 2016

LEGAL NOTICE DEPARTMENT
TIMES NEWS
PO BOX 548
TWIN FALLS, ID 83303-0548

RE: Transfer No. 79490
Water Right No(s): 45-14433, 45-14434, 45-14435

RE: Transfer No. 80562
Water Right No(s): 43-13741

RE: Transfer No. 80598
Water Right No(s): 45-14338, 45-14340, 45-14401, 45-14403

RE: Transfer No. 80620
Water Right No(s): 45-256B, 45-284A, 45-286A

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before February 8, 2016. Your cooperation is appreciated.

Sincerely,

Denise Maline
Administrative Assistant

Enclosure(s)

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 79490**

DAVID MARK HOBSON, 24 S 700 W, BURLEY, ID 83318; has filed Application No. 79490 for changes to the following water rights within CASSIA County(s): Right No(s). 45-14433, 45-14434, 45-14435. The purpose of the transfer is to change a portion of the above rights as follows: Application proposes creating a 156.4 acre permissible place of use and adding a second point of diversion to three ground water rights. The transfer allows for the irrigation of 84.5 acres within the permissible place of use located approximately 6.0 to 6.5 mi. west and 1.3 to 1.8 mi. south of the intersection of Main and Overland in Burley. The transfer is adding an existing well on a neighboring farm located approximately 5.5 mi west and 1.25 mi south of the intersection of Main and Overland in Burley. The three water rights will allow for the diversion of up to 0.8 cfs from the two existing points of diversion.

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 80562**

EVARD LLC, 872 E PEBBLE DR, BURLEY, ID 83318; has filed Application No. 80562 for changes to the following water rights within CASSIA County(s): Right No(s). 43-13741. The purpose of the transfer is to change a portion of the above rights as follows: Transfer proposes converting a 49 acre portion of an irrigation groundwater right to commercial and stockwater uses associated with a new dairy facility. The new dairy is being constructed on a farm located approximately 2.9 to 5.1 miles north and 21.1 to 23.0 east of the City of Declo. Six existing wells (one primary and five back up) will divert up to 0.58 cfs and 107.4 AF for the new dairy operation.

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 80598**

ALLAN WARD, 2844 ROCKY RD, BURLEY, ID 83318; has filed Application No. 80598 for changes to the following water rights within CASSIA County(s): Right No(s). 45-14338, 45-14340, 45-14401, 45-14403. The purpose of the transfer is to change a portion of the above rights as follows: Application proposes converting a 0.51 cfs portion of two groundwater irrigation rights to stockwater and commercial uses associated with a proposed beef abattoir (slaughterhouse). The two rights currently authorize the irrigation of 64.6 acres on a farm located approximately 7.65 to 7.9 miles south and 5.5 to 6.0 miles west of the center of Burley. The proposed abattoir will be located on the farm and the transferred portions of the two groundwater rights will be diverted from a new well to be drilled at the farm site to provide water for the facility.

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 80620**

FRED HAWKER, 361 W 400 S, BURLEY, ID 83318; has filed Application No. 80620 for changes to the following water rights within CASSIA County(s): Right No(s). 45-256B, 45-284A, 45-286A. The purpose of the transfer is to change a portion of the above rights as follows: Transfer proposes adding a new point of diversion to three surface water rights that allow for the diversion of up to 5.77 cfs of water from Howell Creek. The new proposed point of diversion is located approximately 0.3 miles upstream from a currently authorized point of diversion on Howell Creek and will provide additional elevation for an existing irrigation gravity flow system. The new proposed point of diversion will be located approximately 3.5 miles south and 1.5 miles east of Albion.

For additional information concerning the property location, contact Southern Region office at (208) 736-3033; or to see a full description of these rights and/or the proposed transfers, please see www.idwr.idaho.gov/apps/wr/QueryNewTransfers/QueryNewTransfers.aspx. Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department of Water Resources, Southern Region, 650 Addison Ave W, Ste 500, Twin Falls ID 83301 together with a protest fee of \$25.00 for each application on or before February 8, 2016. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director
Published on January 21st & 28th, 2016

Maline, Denise

From: Maline, Denise
Sent: Wednesday, January 13, 2016 4:32 PM
To: 'Brian Higgs'
Subject: Comment Letters for transfer 80598 & 79490
Attachments: Comment Letter to WM140 for 79490 & 80598.docx; Transfer 80598.pdf; Transfer 79490.pdf

Hi Brian,

Attached are copies of transfers currently being processed in your district. Please review the information and provide any necessary comments within 21 days.

The applications can be viewed, with all attachments, via our website. They are both quite large, therefore I only sent the application and maps for each. Please feel free to contact our office if you have any questions.

Thank you in advance,

Denise @ IDWR

Denise Maline
Administrative Assistant
Idaho Dept of Water Resources, Southern Region
650 Addison Ave W, Ste 500
Twin Falls, ID 83301
(208) 736-3033
denise.maline@idwr.idaho.gov



State of Idaho

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C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

January 13, 2016

BRIAN HIGGS
WATER DISTRICT #140
355 W 500 S
BURLEY, ID 83318

Via e-mail

RE: Transfer No. 79490
Water Right No(s). 45-14433, 45-14434, 45-14435

RE: Transfer No. 80598
Water Right No(s). 45-14338, 45-14340, 45-14401, 45-14403

Dear Mr. Higgs:

A copy of the above referenced application is enclosed. Please review the application, then complete the enclosed recommendation form as necessary, and return it to this office within 21 days of the date of this letter.

If the application is approved, IDWR will include appropriate standard conditions of approval for a water right located within a water district, such as regulation by the watermaster, lockable controlling works, and/or measuring devices. Any special conditions or other concerns you have related to this application should be specifically addressed in your recommendation.

IDWR's regional offices can finish reviewing an unprotested application as soon as the protest period has past. Your prompt response to this request will ensure that your recommendation can be considered. If IDWR has not received your written recommendation within 21 days from the date of this letter, IDWR will presume that you do not oppose approval of the application and that you have no comments for IDWR to consider.

Sincerely,

Denise Maline
Administrative Assistant

Enclosure(s)

MEMORANDUM

Date: January 6, 2016
To: Transfer 79490 File
From: Benny Walker
Re: Evaluation of Sufficiency of Information Submitted

Application proposes creating a 156.4 acre permissible place of use and adding a second point of diversion to three ground water rights. The transfer allows for the irrigation of 84.5 acres within the permissible place of use located approximately 6.0-6.5 mi. west and 1.3-1.8 mi. south of the intersection of Main and Overland in Burley. The transfer is adding an existing well on a neighboring farm located approximately 5.5 mi west and 1.25 mi south of the intersection of Main and Overland in Burley. The three water rights will allow for the diversion of up to 0.8 cfs from the two existing points of diversion. The location of the additional point of diversion is owned by the lien holder Pattco LLLP who has given consent for this transfer.

The points of diversion and the place of use are located within Water District 140 so watermaster comments will be requested.

- **Authority to File:**
The applicant is listed as the current owner of water rights involved with the transfer according to IDWR records. The application includes warranty deeds showing the applicant's ownership of the proposed permissible place of use involved with the transfer.
- **Water Right Validity:**
Water rights 45-14433, 45-147434, and 45-14435 were decreed in 2006. Current aerial photography indicates the 84.5 acres have been irrigated in recent years.
- **Injury to Other Water Rights:**
None anticipated.
- **Enlargement of Use:**
None anticipated.
- **Local Public Interest:**
No negative impact anticipated. Application is subject to public notice and protest.
- **Beneficial Use/Conservation of Water Resources:**
Proposed use is recognized as a beneficial use of water.
- **Effect on Economy of the Local Area:**
None anticipated.
- **Effect of the Agricultural Base of the Local Area:**
None anticipated.

Review of the application finds there is no clear inconsistency with criteria set forth in Section 42-222 Idaho Code preventing processing of this application.

MEMORANDUM

TO: Transfer # 79490 File

FROM: Benny Walker

DATE: January 6, 2016

SUBJECT: Filing Fee

The filing fee, \$500.00, for this transfer is based on the total amount of water being transferred. The transfer proposes modifying 0.8 cfs of water rights which equates to a \$500.00 fee. When the transfer was submitted a check for \$740.00 was included. A request to refund \$240.00 will be processed during advertising of the transfer application.

Walker, Benny

From: Erick Powell [erick.powell@brockwayeng.com]
Sent: Tuesday, January 05, 2016 3:12 PM
To: Walker, Benny
Subject: FW: Hobson, Mark
Attachments: Hobson POU Revision 2016.jpg

Benny,
Here is the map that Amy made last week. That should be sufficient for you to continue processing.
Erick

From: Amy Runser [mailto:amy.runser@brockwayeng.com]
Sent: Monday, December 28, 2015 8:56 AM
To: erick.powell@brockwayeng.com
Subject: Hobson, Mark

Erick,

This is what I found based on the rectification of the 2015 aerial that Benny sent over. Please note the photo quality was poor and there is a degree of error associated with the rectification I would feel better to review this again when we have the 2015. Please let me know if you would like me to send this one to Benny or what you would like to do.

Thanks

Amy

No virus found in this message.
Checked by AVG - www.avg.com
Version: 2015.0.6176 / Virus Database: 4489/11323 - Release Date: 01/04/16

Walker, Benny

From: Walker, Benny
Sent: Monday, December 21, 2015 3:58 PM
To: 'erick.powell@brockwayeng.com'
Subject: Hobson Transfer 79490
Attachments: Hobson, David M..pdf

Erick,

Attached is the 2015 aerial photo of Mr. Hobson's property and it appears that he is irrigating more acres than what is identified on the map you provided with the transfer. I need you to identify on the map what water he is using where. In addition I have included a copy of the deed Mr. Hobson provided concerning the purchase of the Qwest parcel for your reference. If you have any questions or if I can be of any further assistance, please feel free to contact me

Sincerely,

Benny

Water Resource Agent
Idaho Dept of Water Resources
Southern Regional Office
Phone (208) 736-3033
Fax (208) 736-3037
benny.walker@idwr.idaho.gov



State of Idaho

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C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

May 15, 2015

David Mark Hobson
24 S. 700 W.
Burley, Id 83318

Dear Mr. Hobson:

On May 5, 2014 our office request additional information concerning a water right transfer application that was submitted on your behalf by Erick Powell with Brockway Engineering, PLLC. I have contacted Mr. Powell on at least two other occasions concerning this matter and he stated that you were working on resolving the issues.

This transfer application deals with creating a permissible place of use for three groundwater rights and adding a point of diversion to those rights. However, the transfer application as filed has incomplete items that make the application unacceptable for processing.

There are some ownership issues with the place of use. According to tax lot information available to the department there are two small parcels within the proposed permissible place of use owned by American Tower Management Inc and Quest Corporation. For applications that propose changing the place of use of a water right, the applicant not only needs to show that they own the right involved with the transfer &/or the land to which it is appurtenant, but they must also show that they own the land where they are proposing to move the water right to. If the land is owned by a party other than the applicant, then the applicant must have some sort of documentation from the current owner of the land allowing the applicant to move the water right(s) to their land. In addition, documentation must be included that addresses the ownership of the right(s) on the land. The documentation must clearly address the issue of whether the applicant will retain ownership of the right(s) on someone else's land, or whether the land owner will own the right(s) once the transfer is approved

In addition the transfer proposes to add a new well to the water rights. It is not clear if this is a new well to be drilled or an existing well owned by someone else. In either case some form of documentation is needed to allow you to drill a new well on another land owner's property and/or written permission for your water rights to be diverted from another owner's well. The application states that the "applicant has an agreement with land owner for access and use to the well." However no such documentation was included with the application.

This is a second written attempt to get the needed information in order to process the transfer application.

The Department will hold further processing of your application for 30 days to allow submittal of the required information to address the items outlined in this letter. After that time, if adequate information is not received, the Department will issue a preliminary order to reject the application.

If you have any questions, or if I can be of any further assistance, feel free to contact me at your convenience.

Sincerely,

Benny Walker
Water Resource Agent

cc: Erick Powell, Brockway Engineering, PLLC



State of Idaho

DEPARTMENT OF WATER RESOURCES

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C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

May 5, 2014

David Mark Hobson
24 S. 700 W.
Burley, Id 83318

Dear Mr. Hobson:

Our office recently received a water right transfer application that was submitted on your behalf by Erick Powell with Brockway Engineering, PLLC. This transfer application deals with creating a permissible place of use for three groundwater rights and adding a point of diversion to those rights. However, a recent review of the transfer application revealed issues and/or incomplete items that make the application unacceptable for processing. As a result, we are requesting some additional information to clarify the proposed transfer.

There are some ownership issues with the place of use. According to tax lot information available to the department there are two small parcels within the proposed permissible place of use owned by American Tower Management Inc and Quest Corporation. For applications that propose changing the place of use of a water right, the applicant not only needs to show that they own the right involved with the transfer &/or the land to which it is appurtenant, but they must also show that they own the land where they are proposing to move the water right to. If the land is owned by a party other than the applicant, then the applicant must have some sort of documentation from the current owner of the land allowing the applicant to move the water right(s) to their land. In addition, documentation must be included that addresses the ownership of the right(s) on the land. The documentation must clearly address the issue of whether the applicant will retain ownership of the right(s) on someone else's land, or whether the land owner will own the right(s) once the transfer is approved.

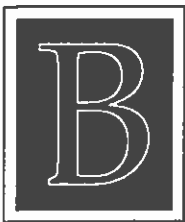
In addition the transfer proposes to add a new well to the water rights. It is not clear if this is a new well to be drilled or an existing well owned by someone else. In either case some form of documentation is needed to allow you to drill a new well on another land owner's property and/or written permission for your water rights to be diverted from another owner's well. The application states that the "applicant has an agreement with land owner for access and use to the well." However no such documentation was included with the application.

If you have any questions, or if I can be of any further assistance, feel free to contact me at your convenience.

Sincerely,

Benny Walker
Water Resource Agent

cc: Erick Powell, Brockway Engineering, PLLC



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

RECEIVED

APR 03 2014

DEPT. OF WATER RESOURCES
SOUTHERN REGION

April 2, 2014

Mr. Allen Merritt
Idaho Department of Water Resources – Southern Region
650 Addison Ave. West, Suite 500
Twin Falls, Idaho 83301

Re: Transfer Application for David Mark Hobson
Project No. 1256-01-2014

Dear Allen,

Enclosed with this letter is a transfer application for David Mark Hobson to create a permissible place of use and add a point of diversion. The application fee of \$740 is included, which was based on the total authorized volume of 338 afa.

If you have any questions, then please to not hesitate to contact me.

Regards,

G. Erick Powell, P.E.

enclosed

cc: Mark Hobson

CHARLES E.
BROCKWAY,
PH.D., P.E.

CHARLES G.
BROCKWAY,
PH.D., P.E.

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506