

RECEIVED

OCT 10 2013

DEPT. OF WATER RESOURCES
SOUTHERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
36-2496	Yes ☐		Yes ☐		Yes ☐
36-7472	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Harvey E. Tate

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Frank W. Veenstra and Mary Jane Veenstra

Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or

2675 South 1300 East

Mailing address

Hagerman

ID

83332

City

State

ZIP

Telephone

Email

4. If the water rights and/or adjudication claims were split, how did the division occur?

- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: 10/7/13

6. This form must be signed and submitted with the following **REQUIRED** items:

- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- Filing fee (see instructions for further explanation):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

7. Signature: [Signature]

Signature of new owner/claimant

Title, if applicable

Date

Signature: [Signature]

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by AM

Date 10-11-2013

Receipt No. 5033574

Receipt Amt. \$175-

Approved by

Processed by

Date

SUPPORT DATA

Instrument # 246373
GOODING COUNTY, GOODING, IDAHO
10-07-2013 16:19:56 No. of Pages: 3
Recorded for: LAND TITLE AND ESCROW - JEROME
DENISE GILL Fee: \$16.00
Ex-Officio Recorder Deputy: MJS
Electronically Recorded by Simplifile

WARRANTY DEED

#G-41755

For Value Received

Lonny Tate, Successor Trustee of the Marital Trust created in Article V of the Last Will and Testament of Harvey Earl Tate, who acquired title as Harvey Earl Tate Testamentary Trust AND Lonny Tate, Personal Representative of the Estate of Glenna Louise Tate, deceased, pursuant to Letters Testamentary in Case No. CV-2013-275, Fifth Judicial District of the State of Idaho, County of Gooding, recorded in Gooding County as Instrument Number 246369

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

Frank W. Veenstra and Mary Jane Veenstra, husband and wife, as community property with right of survivorship
Address: 2675 South 1300 East, Hagerman, ID 83332

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

PARCEL NO. 1:

**TOWNSHIP 7 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

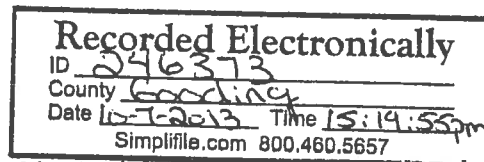
Section 32: Part of the S½, described as follows:

Commencing at a 5/8 inch pin with plastic cap stamped PLS 889 marking the East ¼ corner of said Section 32, from which a 5/8 inch pin with cap stamped PLS 1000 marking the West ¼ corner of said Section 32 bears North 89°34'09" West at a distance of 5296.58 feet;
Thence along the North line of the South ½ of said Section 32, North 89°34'09" West, a distance of 1318.78 feet to the Northeast corner of the W½SE¼ of said Section 32, being also the Northeast corner of a parcel of land conveyed to Lonny E. and Sandra K. Tate by Warranty Deed filed in the Gooding County Recorder's Office on May 8, 1995 as Instrument Number 161186, and from which a ½ inch rebar bears South 00°25' West at a distance of 21.1 feet;
Thence along the East line of said W½SE¼, and along the East line of said Tate parcel, South 00°24'40" West, a distance of 170.00 feet to a ½ inch rebar with cap stamped PLS 9858 marking the Southeast corner of said Tate parcel, being also THE POINT OF BEGINNING;
Thence continuing along the East line of said W½SE¼, South 00°24'40" West, a distance of 2479.66 feet to a 5/8 inch rebar with aluminum cap stamped PLS 9858 marking the Southeast corner of said W½SE¼;
Thence along the South line of said W½SE¼, North 89°55'34" West a distance of 1316.32 feet to a 5/8 inch rebar marking the South ¼ corner of said Section 32;
Thence along the South line of the E½SW¼ of said Section 32, North 88°27'52" West, a distance of 1329.77 feet to a ½ inch pin with cap stamped PLS 865 marking the Southwest corner of said E½SW¼;
Thence along the West line of said E½SW¼, North 00°22'32" East, a distance of 2014.12 feet to a ½ inch rebar with cap stamped PLS 9858;
Thence along a fence line as extended the following bearings and distances:
South 89°53'39" East, a distance of 215.67 feet to a ½ inch rebar with cap stamped PLS

WARRANTY DEED

#G-41755

For Value Received



Lonny Tate, Successor Trustee of the Marital Trust created in Article V of the Last Will and Testament of Harvey Earl Tate, who acquired title as Harvey Earl Tate Testamentary Trust AND Lonny Tate, Personal Representative of the Estate of Glenna Louise Tate, deceased, pursuant to Letters Testamentary in Case No. CV-2013-275, Fifth Judicial District of the State of Idaho, County of Gooding, recorded in Gooding County as Instrument Number 246369

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PARCEL NO. 1:

**TOWNSHIP 7 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 32: Part of the S½, described as follows:

Commencing at a 5/8 inch pin with plastic cap stamped PLS 889 marking the East ¼ corner of said Section 32, from which a 5/8 inch pin with cap stamped PLS 1000 marking the West ¼ corner of said Section 32 bears North 89°34'09" West at a distance of 5296.58 feet;
Thence along the North line of the South ½ of said Section 32, North 89°34'09" West, a distance of 1318.78 feet to the Northeast corner of the W½SE¼ of said Section 32, being also the Northeast corner of a parcel of land conveyed to Lonny E. and Sandra K. Tate by Warranty Deed filed in the Gooding County Recorder's Office on May 8, 1995 as Instrument Number 161186, and from which a ½ inch rebar bears South 00°25' West at a distance of 21.1 feet;
Thence along the East line of said W½SE¼, and along the East line of said Tate parcel, South 00°24'40" West, a distance of 170.00 feet to a ½ inch rebar with cap stamped PLS 9858 marking the Southeast corner of said Tate parcel, being also THE POINT OF BEGINNING;
Thence continuing along the East line of said W½SE¼, South 00°24'40" West, a distance of 2479.66 feet to a 5/8 inch rebar with aluminum cap stamped PLS 9858 marking the Southeast corner of said W½SE¼;
Thence along the South line of said W½SE¼, North 89°55'34" West a distance of 1316.32 feet to a 5/8 inch rebar marking the South ¼ corner of said Section 32;
Thence along the South line of the E½SW¼ of said Section 32, North 88°27'52" West, a distance of 1329.77 feet to a ½ inch pin with cap stamped PLS 865 marking the Southwest corner of said E½SW¼;
Thence along the West line of said E½SW¼, North 00°22'32" East, a distance of 2014.12 feet to a ½ inch rebar with cap stamped PLS 9858;
Thence along a fence line as extended the following bearings and distances:
South 89°53'39" East, a distance of 215.67 feet to a ½ inch rebar with cap stamped PLS

9858;
Thence North 32°57'43" East, a distance of 475.63 feet to a ½ inch rebar with cap stamped PLS 9858;
Thence North 59°44'00" East, a distance of 422.89 feet to a ½ inch rebar with cap stamped PLS 9858 marking the intersection with the North line of the South ½ of said Section 32;
Thence along the North line of said S½, South 89°34'09" East, a distance of 1516.77 feet to a ½ inch rebar with cap stamped PLS 9858 marking the Northwest corner of said Tate parcel;
Thence along said fence and extended fence, South 00°55'00" West, a distance of 170.01 feet to a ½ inch rebar on the extension of the South line of said Tate parcel;
Thence along the South line and extension of the South line of said Tate parcel, South 89°34'09" East, a distance of 296.50 feet to THE POINT OF BEGINNING.

SUBJECT TO:

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

Taxes for 2013 and subsequent years, a lien, but not yet due or payable.

Assessments of the North Snake Ground Water District and the rights and powers of said Company as by law provided.

Assessments levied or to be levied by any local Irrigation District.

Right of way for canals, laterals and waste ditches of the North Side Canal Company, Ltd.

The right to construct, operate and maintain a pole line, and to place thereon the necessary wires and other appurtenances for the transmission and utilization of electricity for light, power, heat or any other purposes whatsoever, also to place on said poles, wires and other appurtenances for telephone purposes and provided that this right of way covers the location of pole line as at present constructed across said premises along the section line within the legal road distance of 25 feet therefrom as set forth in Easement given by Jno T. Brunn to the Great Shoshone & Twin Falls Water Power Company, a corporation, dated April 18, 1914, recorded May 15, 1914 in Book 1 Page 252 as Instrument Number 2570, Gooding County records.

Power Line Easement given by Harvey E. Tate and Glenna Tate, husband and wife, to Idaho Power Company, a corporation, dated June 27, 1961, recorded March 27, 1962 as Instrument Number 4099, Gooding County records, affecting NW¼SE¼ of Section 32, Township 7 South, Range 14 EBM.

Power Line Easement given by Harvey E. Tate and Glenna Tate, husband and wife, to Idaho Power Company, a corporation, recorded February 23, 1968 as Instrument Number 24415, Gooding County records, affecting the NW¼SE¼ of Section 32, Township 7 South, Range 14 EBM.

Power Line Easement given by Harvey Tate and Glenna Tate, husband and wife, to Idaho Power Company, a corporation, dated January 24, 1975, recorded January 22, 1976 as Instrument Number 57842, Gooding County records, affecting the SW¼SE¼ of Section 32, Township 7 South, Range 14 EBM.

Terms and conditions as set forth in Well Agreement between Harvey Tate and Glenna Tate, husband and wife, parties of the first part, and Rangen, Inc., an Idaho Corporation, party of the second part, dated June 16, 1982, recorded June 21, 1982 as Instrument Number 95630, Gooding County records.

A 20.00 foot County road easement as set forth in Quitclaim Deed dated October 14, 2005, recorded October 18, 2005 as Instrument Number 213500, Gooding County records.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including but not limited to State of Idaho, Department of Water rights number 36-2496 and 36-7472.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns

of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: October 3, 2013

Harvey Earl Tate Testamentary Trust

BY: Lonny Tate
Lonny Tate, Successor Trustee

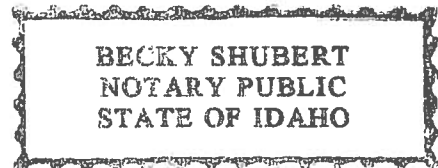
Estate of Glenna Louise Tate

BY: Lonny Tate
Lonny Tate, Personal Representative

STATE OF IDAHO)
) ss.
COUNTY OF Jerome)

On this 4th day of ~~August~~ October, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Lonny Tate, known or identified to me to be the person whose name is subscribed to the within instrument as successor trustee of The Harvey Earl Tate Testamentary Trust, and acknowledged to me that she executed the same as such Trustee.

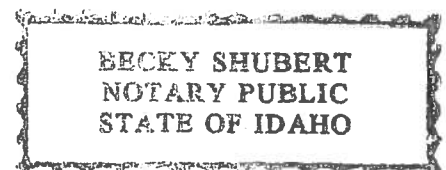
Becky Shubert
Notary Public
Residing at: Jerome ID
My Commission expires:
02-23-2017

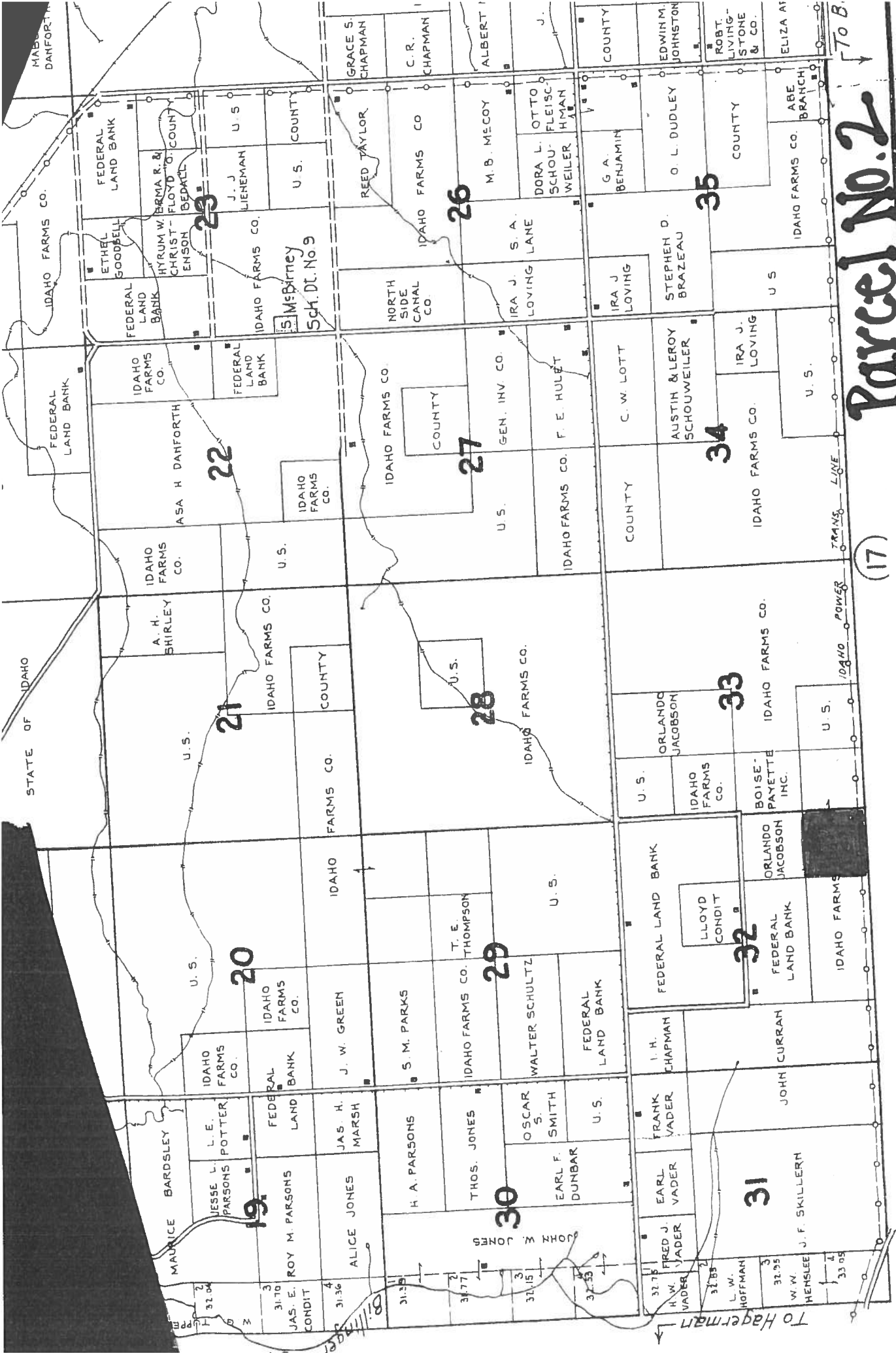


STATE OF IDAHO)
) ss.
COUNTY OF Jerome)

On this 4th day of October, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Lonny Tate, known or identified to me to be the person whose name is subscribed to the within instrument as Personal Representative of the Estate of Glenna Louise Tate, and acknowledged to me that he executed the same as such Personal Representative.

Becky Shubert
Notary Public
Residing at: Jerome ID
My Commission expires:
02-23-2017





TOWNSHIP 7 S., RANGE 14 E. B. M.
GOODING COUNTY, IDAHO

Parcel No. 2

(17)

DANFORTH



IRRIGATION WATER DELIVERY AGREEMENT

THIS AGREEMENT is made this 4th day of October, 2013, by and between LONNY E. TATE and SANDRA K. TATE, whose address is 1283 E 2950 S, Hagerman, Idaho 83332, hereinafter "Tate"; FRANK VEENSTRA and MARY JANE VEENSTRA, whose address is 2675 S 1300 E, Hagerman, ID 83332, hereinafter "Veenstra."

WHEREAS Veenstra is the owner and operator of certain real property as described on Exhibit "A" attached hereto and upon which a certain irrigation delivery system is located; and

WHEREAS Tate is the owner of certain real property as described on Exhibit "B" attached hereto, which was received from the Harvey Earl Tate Testamentary Trust and the Estate of Glenna Louise Tate, and is utilizing a portion of the irrigation water to irrigate Tate's real property consisting of approximately 6 acres; and

WHEREAS it is the collective desire of the parties to this Agreement to use the irrigation water from Veenstra's diversion source;

NOW THEREFORE, in consideration of the mutual covenants and promises the parties agree as follows:

1. **Water Use.** The parties acknowledge that an outlet valve has been installed to deliver irrigation water to Tate. During the irrigation season when irrigation water is available the parties agree that Tate shall have use of the available irrigation water while Veenstra's are irrigating the adjacent field. Tate agrees not to interfere with Veenstra's use of any of the irrigation water subject to this agreement.
2. **Term.** This Agreement shall commence upon the signatures of all of the parties hereto and shall continue in perpetuity unless terminated by the mutual written consent of the parties or the successors, heirs or assigns.
3. **Water Rights.** This Agreement shall not impair the water rights of any party to this Agreement.
4. **User Fee and Maintenance.** No user fee shall be required of Tate to use the irrigation water delivery system belonging to Veenstra. Tate shall be required to maintain their irrigation delivery systems located on their real property subject to this Agreement.
5. **Indemnification.** Tate agrees to indemnify and hold Veenstra harmless from any and all claims and causes of action that may arise as a result of the use of the irrigation water subject to this Agreement.

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WHEREAS Veenstra is the owner and operator of certain real property as described on Exhibit "A" attached hereto and upon which a certain irrigation delivery system is located; and

WHEREAS Tate is the owner of certain real property as described on Exhibit "B" attached hereto, which was received from the Harvey Earl Tate Testamentary Trust and the Estate of Glenna Louise Tate, and is utilizing a portion of the irrigation water to irrigate Tate's real property consisting of approximately 6 acres; and

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1. **Water Use.** The parties acknowledge that an outlet valve has been installed to deliver irrigation water to Tate. During the irrigation season when irrigation water is available the parties agree that Tate shall have use of the available irrigation water while Veenstra's are irrigating the adjacent field. Tate agrees not to interfere with Veenstra's use of any of the irrigation water subject to this agreement.

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3. **Water Rights.** This Agreement shall not impair the water rights of any party to this Agreement.

4. **User Fee and Maintenance.** No user fee shall be required of Tate to use the irrigation water delivery system belonging to Veenstra. Tate shall be required to maintain their irrigation delivery systems located on their real property subject to this Agreement.

5. **Indemnification.** Tate agrees to indemnify and hold Veenstra harmless from any and all claims and causes of action that may arise as a result of the use of the irrigation water subject to this Agreement.

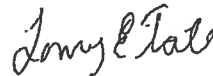
6. **Attorneys' Fees and Costs.** In the event a dispute arises in the enforcement of any of the terms of this Agreement, the prevailing party in any action arising under this Agreement shall be entitled to reasonable attorneys' fees and costs of suit.

7. **Default.** If any party fails to perform or breaches any provision of this Agreement, such failure to perform shall be reason to terminate this Agreement. The non-defaulting party shall notify the defaulting party of the intent to terminate the agreement and the basis for the termination. The defaulting party shall then have thirty (30) days to cure such default. If such default is not cured within thirty (30) days from the written notice, this Agreement shall terminate upon the 31st day.

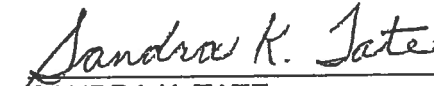
8. **Governing Law and Binding Effect.** This Agreement shall be binding upon the heirs, assigns and successors in interest to the parties hereto and shall be governed by the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties have executed this Agreement on the
day first above written.

"TATE"

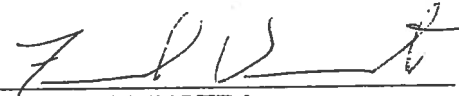


LONNY E. TATE

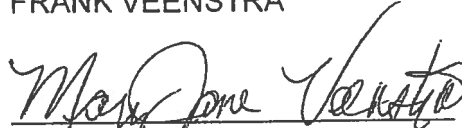


SANDRA K. TATE

"VEENSTRA"



FRANK VEENSTRA

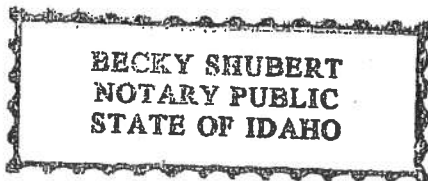


MARY JANE VEENSTRA

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

On this 4th day of October, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared LONNY E. TATE and SANDRA K. TATE, ~~husband and wife~~, the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

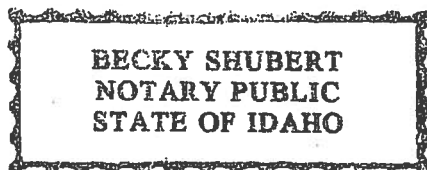


Becky Shubert
NOTARY PUBLIC FOR IDAHO
Residence: Jerome ID
My Commission Expires: 02232017

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

On this 4th day of October, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared FRANK VEENSTRA and MARY JANE VEENSTRA, ~~husband and wife~~, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Becky Shubert
NOTARY PUBLIC FOR IDAHO
Residence: Jerome ID
My Commission Expires: 02232017

EXHIBIT "A"

**TOWNSHIP 7 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 32: Part of the S½, described as follows:

Commencing at a 5/8 inch pin with plastic cap stamped PLS 889 marking the East ¼ corner of said Section 32, from which a 5/8 inch pin with cap stamped PLS 1000 marking the West ¼ corner of said Section 32 bears North 89°34'09" West at a distance of 5296.58 feet;

Thence along the North line of the South ½ of said Section 32, North 89°34'09" West, a distance of 1318.78 feet to the Northeast corner of the W½SE¼ of said Section 32, being also the Northeast corner of a parcel of land conveyed to Lonny E. and Sandra K. Tate by Warranty Deed filed in the Gooding County Recorder's Office on May 8, 1995 as Instrument Number 161186, and from which a ½ inch rebar bears South 00°25' West at a distance of 21.1 feet;

Thence along the East line of said W½SE¼, and along the East line of said Tate parcel, South 00°24'40" West, a distance of 170.00 feet to a ½ inch rebar with cap stamped PLS 9858 marking the Southeast corner of said Tate parcel, being also THE POINT OF BEGINNING;

Thence continuing along the East line of said W½SE¼, South 00°24'40" West, a distance of 2479.66 feet to a 5/8 inch rebar with aluminum cap stamped PLS 9858 marking the Southeast corner of said W½SE¼;

Thence along the South line of said W½SE¼, North 89°55'34" West a distance of 1316.32 feet to a 5/8 inch rebar marking the South ¼ corner of said Section 32;

Thence along the South line of the E½SW¼ of said Section 32, North 88°27'52" West, a distance of 1329.77 feet to a ½ inch pin with cap stamped PLS 865 marking the Southwest corner of said E½SW¼;

Thence along the West line of said E½SW¼, North 00°22'32" East, a distance of 2014.12 feet to a ½ inch rebar with cap stamped PLS 9858;

Thence along a fence line as extended the following bearings and distances:
South 89°53'39" East, a distance of 215.67 feet to a ½ inch rebar with cap stamped PLS 9858;

Thence North 32°57'43" East, a distance of 475.63 feet to a ½ inch rebar with cap stamped PLS 9858;

Thence North 59°44'00" East, a distance of 422.89 feet to a ½ inch rebar with cap stamped PLS 9858 marking the intersection with the North line of the South ½ of said Section 32;

Thence along the North line of said S½, South 89°34'09" East, a distance of 1516.77 feet to a ½ inch rebar with cap stamped PLS 9858 marking the Northwest corner of said Tate parcel;

Thence along said fence and extended fence, South 00°55'00" West, a distance of 170.01 feet to a ½ inch rebar on the extension of the South line of said Tate parcel;

Thence along the South line and extension of the South line of said Tate parcel, South 89°34'09" East, a distance of 296.50 feet to THE POINT OF BEGINNING.

Exhibit B

PARCEL 1

TOWNSHIP 7 SOUTH OF RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING
COUNTY, IDAHO

Section 32: Part of the Northeast 1/4 of the Southwest 1/4 described as follows:

Commencing at a 5/8-inch pin with plastic cap stamped PLS 889 marking the East 1/4 corner of said Section 32, from which a 5/8-inch pin with cap stamped PLS 1000 marking the West 1/4 corner of said Section 32 bears North 89 Degrees 34 Minutes 09 Seconds West at a distance of 5296.58 feet;

Thence along the North line of the South 1/2 of said Section 32, North 89 Degrees 34 Minutes 09 Seconds West, a distance of 3966.22 feet to a 5/8-inch rebar with aluminum cap stamped PLS 9858 marking the Northwest corner of said Northeast 1/4 of the Southwest 1/4 of said Section 32, being also the POINT OF BEGINNING;

Thence along the North line of said Northeast 1/4 of the Southwest 1/4, South 89 Degrees 34 Minutes 09 Seconds East, a distance of 835.67 feet to a 1/2-inch rebar with cap stamped PLS 9858;

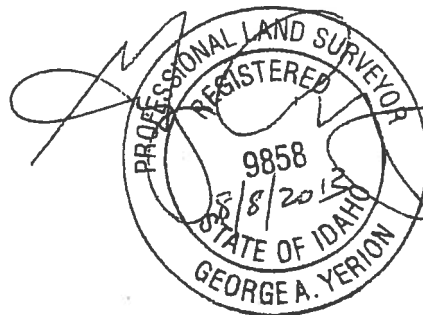
Thence along a fence line as extended, the following bearings and distances:
South 59 Degrees 44 Minutes 00 Seconds West, a distance of 422.89 feet to a 1/2-inch rebar with cap stamped PLS 9858;

Thence South 32 Degrees 57 Minutes 43 Seconds West, a distance of 475.63 feet to a 1/2-inch rebar with cap stamped PLS 9858;

Thence North 89 Degrees 53 Minutes 39 Seconds West, a distance of 215.67 feet to a 1/2-inch rebar with cap stamped PLS 9858 marking the intersection with the West line of said Northeast 1/4 of the Southwest 1/4;

Thence along the West line of said Northeast 1/4 of the Southwest 1/4, North 00 Degrees 22 Minutes 32 Seconds East, a distance of 618.12 feet to the POINT OF BEGINNING.

According to a 2013 survey by GradeTek, PLLC, Gooding, Idaho and containing 6.408 ACRES, more or less.



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THIS AGREEMENT is made this 4th day of October, 2013, by and between LONNY E. TATE and SANDRA K. TATE, whose address is 1283 E 2950 S, Hagerman, Idaho 83332, hereinafter "Tate"; FRANK VEENSTRA and MARY JANE VEENSTRA, whose address is 2675 S 1300 E, Hagerman, ID 83332, hereinafter "Veenstra."

WHEREAS Veenstra is the owner and operator of certain real property as described on Exhibit "A" attached hereto and upon which a certain irrigation delivery system is located; and

WHEREAS Tate is the owner of certain real property as described on Exhibit "B" attached hereto, and is utilizing a portion of the irrigation water to irrigate Tate's real property consisting of approximately 1.154 acres; and

WHEREAS it is the collective desire of the parties to this Agreement to use the irrigation water from Veenstra's diversion source;

NOW THEREFORE, in consideration of the mutual covenants and promises the parties agree as follows:

1. **Water Use.** The parties acknowledge that an outlet valve has been installed to deliver irrigation water to Tate. During the irrigation season when irrigation water is available the parties agree that Tate shall have use of the available irrigation water while Veenstra's are irrigating the adjacent field. Tate agrees not to interfere with Veenstra's use of any of the irrigation water subject to this agreement.
2. **Term.** This Agreement shall commence upon the signatures of all of the parties hereto and shall continue in perpetuity unless terminated by the mutual written consent of the parties or the successors, heirs or assigns.
3. **Water Rights.** This Agreement shall not impair the water rights of any party to this Agreement.
4. **User Fee and Maintenance.** No user fee shall be required of Tate to use the irrigation water delivery system belonging to Veenstra. Tate shall be required to maintain their irrigation delivery systems located on their real property subject to this Agreement.
5. **Indemnification.** Tate agrees to indemnify and hold Veenstra harmless from any and all claims and causes of action that may arise as a result of the use of the irrigation water subject to this Agreement.

IRRIGATION WATER DELIVERY AGREEMENT

THIS AGREEMENT is made this 4th day of October, 2013, by and between LONNY E. TATE and SANDRA K. TATE, whose address is 1283 E 2950 S, Hagerman, Idaho 83332, hereinafter "Tate"; FRANK VEENSTRA and MARY JANE VEENSTRA, whose address is 2675 S 1300 E, Hagerman, ID 83332, hereinafter "Veenstra."

WHEREAS Veenstra is the owner and operator of certain real property as described on Exhibit "A" attached hereto and upon which a certain irrigation delivery system is located; and

WHEREAS Tate is the owner of certain real property as described on Exhibit "B" attached hereto, and is utilizing a portion of the irrigation water to irrigate Tate's real property consisting of approximately 1.154 acres; and

WHEREAS it is the collective desire of the parties to this Agreement to use the irrigation water from Veenstra's diversion source;

NOW THEREFORE, in consideration of the mutual covenants and promises the parties agree as follows:

1. **Water Use.** The parties acknowledge that an outlet valve has been installed to deliver irrigation water to Tate. During the irrigation season when irrigation water is available the parties agree that Tate shall have use of the available irrigation water while Veenstra's are irrigating the adjacent field. Tate agrees not to interfere with Veenstra's use of any of the irrigation water subject to this agreement.

2. **Term.** This Agreement shall commence upon the signatures of all of the parties hereto and shall continue in perpetuity unless terminated by the mutual written consent of the parties or the successors, heirs or assigns.

3. **Water Rights.** This Agreement shall not impair the water rights of any party to this Agreement.

4. **User Fee and Maintenance.** No user fee shall be required of Tate to use the irrigation water delivery system belonging to Veenstra. Tate shall be required to maintain their irrigation delivery systems located on their real property subject to this Agreement.

5. **Indemnification.** Tate agrees to indemnify and hold Veenstra harmless from any and all claims and causes of action that may arise as a result of the use of the irrigation water subject to this Agreement.

6. **Attorneys' Fees and Costs.** In the event a dispute arises in the enforcement of any of the terms of this Agreement, the prevailing party in any action arising under this Agreement shall be entitled to reasonable attorneys' fees and costs of suit.

7. **Default.** If any party fails to perform or breaches any provision of this Agreement, such failure to perform shall be reason to terminate this Agreement. The non-defaulting party shall notify the defaulting party of the intent to terminate the agreement and the basis for the termination. The defaulting party shall then have thirty (30) days to cure such default. If such default is not cured within thirty (30) days from the written notice, this Agreement shall terminate upon the 31st day.

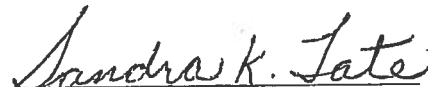
8. **Governing Law and Binding Effect.** This Agreement shall be binding upon the heirs, assigns and successors in interest to the parties hereto and shall be governed by the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties have executed this Agreement on the
day first above written.

"TATE"

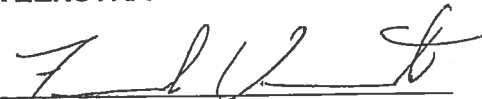


LONNY E. TATE

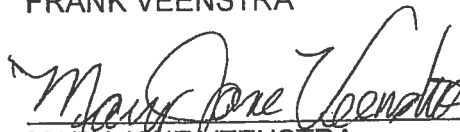


SANDRA K. TATE

"VEENSTRA"



FRANK VEENSTRA



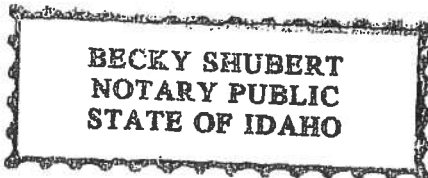
MARY JANE VEENSTRA

STATE OF IDAHO

County of ~~Twin Falls~~ *Jerome*)
) ss.
)

On this 4th day of October, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared LONNY E. TATE and SANDRA K. TATE, ~~husband and wife~~, the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



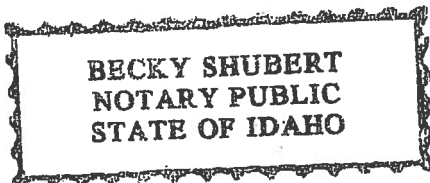
Becky Shubert
NOTARY PUBLIC FOR IDAHO
Residence: *Jerome ID*
My Commission Expires: *02-23-2017*

STATE OF IDAHO

County of ~~Twin Falls~~ *Jerome*)
) ss.
)

On this 4th day of October, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared FRANK VEENSTRA and MARY JANE VEENSTRA, ~~husband and wife~~, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Becky Shubert
NOTARY PUBLIC FOR IDAHO
Residence: *Jerome ID*
My Commission Expires: *02-23-2017*

EXHIBIT "A"

TOWNSHIP 7 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 32: Part of the S½, described as follows:

Commencing at a 5/8 inch pin with plastic cap stamped PLS 889 marking the East ¼ corner of said Section 32, from which a 5/8 inch pin with cap stamped PLS 1000 marking the West ¼ corner of said Section 32 bears North 89°34'09" West at a distance of 5296.58 feet;

Thence along the North line of the South ½ of said Section 32, North 89°34'09" West, a distance of 1318.78 feet to the Northeast corner of the W½SE¼ of said Section 32, being also the Northeast corner of a parcel of land conveyed to Lonny E. and Sandra K. Tate by Warranty Deed filed in the Gooding County Recorder's Office on May 8, 1995 as Instrument Number 161186, and from which a ½ inch rebar bears South 00°25' West at a distance of 21.1 feet;

Thence along the East line of said W½SE¼, and along the East line of said Tate parcel, South 00°24'40" West, a distance of 170.00 feet to a ½ inch rebar with cap stamped PLS 9858 marking the Southeast corner of said Tate parcel, being also THE POINT OF BEGINNING;

Thence continuing along the East line of said W½SE¼, South 00°24'40" West, a distance of 2479.66 feet to a 5/8 inch rebar with aluminum cap stamped PLS 9858 marking the Southeast corner of said W½SE¼;

Thence along the South line of said W½SE¼, North 89°55'34" West a distance of 1316.32 feet to a 5/8 inch rebar marking the South ¼ corner of said Section 32;

Thence along the South line of the E½SW¼ of said Section 32, North 88°27'52" West, a distance of 1329.77 feet to a ½ inch pin with cap stamped PLS 865 marking the Southwest corner of said E½SW¼;

Thence along the West line of said E½SW¼, North 00°22'32" East, a distance of 2014.12 feet to a ½ inch rebar with cap stamped PLS 9858;

Thence along a fence line as extended the following bearings and distances:
South 89°53'39" East, a distance of 215.67 feet to a ½ inch rebar with cap stamped PLS 9858;

Thence North 32°57'43" East, a distance of 475.63 feet to a ½ inch rebar with cap stamped PLS 9858;

Thence North 59°44'00" East, a distance of 422.89 feet to a ½ inch rebar with cap stamped PLS 9858 marking the intersection with the North line of the South ½ of said Section 32;

Thence along the North line of said S½, South 89°34'09" East, a distance of 1516.77 feet to a ½ inch rebar with cap stamped PLS 9858 marking the Northwest corner of said Tate parcel;

Thence along said fence and extended fence, South 00°55'00" West, a distance of 170.01 feet to a ½ inch rebar on the extension of the South line of said Tate parcel;

Thence along the South line and extension of the South line of said Tate parcel, South 89°34'09" East, a distance of 296.50 feet to THE POINT OF BEGINNING.

PARCEL 3

TOWNSHIP 7 SOUTH OF RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING
COUNTY, IDAHO

Section 32: Part of the Northwest 1/4 of the Southeast 1/4 described as follows:

Commencing at a 5/8-inch pin with plastic cap stamped PLS 889 marking the East 1/4 corner of said Section 32, from which a 5/8-inch pin with cap stamped PLS 1000 marking the West 1/4 corner of said Section 32 bears North 89 Degrees 34 Minutes 09 Seconds West at a distance of 5296.58 feet;

Thence along the North line of the South 1/2 of said Section 32, North 89 Degrees 34 Minutes 09 Seconds West, a distance of 1318.78 feet to the Northeast corner of the West 1/2 of the Southeast 1/4 of said Section 32, being also the Northeast corner of a parcel of land conveyed to Lonny E and Sandra K Tate by Warranty Deed filed in the Gooding County Recorder's Office on May 8, 1995 as Instrument Number 161186, being also the POINT OF BEGINNING, and from which a 1/2-inch rebar bears South 00 Degrees 25 Minutes West at a distance of 21.1 feet;

Thence along the East line of said West 1/2 of the Southeast 1/4, and along the East line of said Tate parcel, South 00 Degrees 24 Minutes 40 Seconds West, a distance of 170.00 feet to a 1/2-inch rebar with cap stamped PLS 9858 marking the Southeast corner of said Tate parcel;

Thence along the South line of said Tate parcel as extended, North 89 Degrees 34 Minutes 09 Seconds West, a distance of 296.50 feet to a 1/2-inch rebar with cap stamped PLS 9858;

Thence along a fence line as extended, North 00 Degrees 55 Minutes 00 Seconds East, a distance of 170.01 feet to a 1/2-inch rebar with cap stamped PLS 9858 marking the Northwest corner of said Tate parcel, being also a point on the North line of said Northwest 1/4 of the Southeast 1/4 of said Section 32;

Thence along the North line of said Tate parcel, and along the North line of said Northwest 1/4 of the Southeast 1/4, South 89 Degrees 34 Minutes 09 Seconds East, a distance of 295.00 feet to the POINT OF BEGINNING.

According to a 2013 survey by GradeTek, PLLC, Gooding, Idaho, and containing 1.154 ACRES, more or less.

