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DEC 30 2011

DEPT. OF WATER RESOURCES
SOUTHERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 77712NOV 16 2010
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 <http://www.idwr.idaho.gov/>.

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 transfer 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).
- ☒ ☐ #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 <http://www.idwr.idaho.gov/water/rights/>.
- ☐ ☐ #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.)
- ☐ ☒ #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: _____

77712

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

Transfer No. _____

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**

Name of Applicant(s) MVCP, LLC Phone _____Mailing address 474 East 550 South Burley Idaho 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 RepresentativeName of Representative Greg Sullivan of Brockway Engineering Phone 208-736-8543Mailing address 2016 North Washington Street, Suite 4 Twin Falls Idaho 83301 Email greg.sullivan@brockwayeng.com☐ Send all correspondence for this application to the representative and not to the applicant.

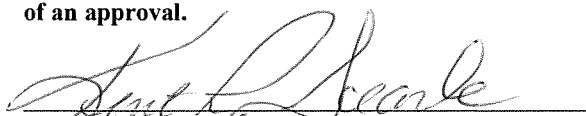
OR

☒ 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.


Signature of Applicant or Authorized Representative

Kent Searle, Partner
Print Name and Title if applicable

12-30-2011
Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

- ☒ Change point of diversion ☒ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
- 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**. This transfer will create a large permissible place of use of 4384.0 acres with a limit of 3498.0 acres that can be irrigated during one growing season. Existing wells, pumps and distribution systems will be utilized.

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
	☐ ☐ Exhibit B				
☐	☐				
☐	☐				
☐	☐				
☐	☐				
☐	☐				
☐	☐				
☐	☐				
☐	☐				
☐	☐				

Total authorized under rights 53.01 cfs and/or 13992 ac-ft

2. Total amount of water proposed to be transferred or changed 53.01 cubic feet per second and/or 13992 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 #
								Exhibit C		

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	

Total Acres (for irrigation use) Exhibit D

**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: Existing wells, pumps, pipes and delivery system.

- b. Who owns the property at the point(s) of diversion? See attached Warranty Deeds

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system: _____

- 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: Farm Credit

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: _____
Land will continue to be irrigated.

- 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: _____

N/A

- 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: 145 Acres of 45-7317 and 88 Acres if 45-13905

APPLICATION FOR TRANSFER OF WATER RIGHT PART 2

For each water right listed in Part 1B.1 of the application, attach a **Part 2A** report obtained from any Department office or from the Department's website @ <http://www.idwr.idaho.gov/> , Water Right Transfers, Step 1.
Insert Part 2A reports into the application following Part 1.

☐ Complete and attach one copy of Part 2B for each right for which only a portion is proposed to be changed. If the entire right is proposed to be changed, Part 2B is not applicable. Additional copies of the **Part 2B** form can be obtained from any Department office or from the Department's website @ <http://www.idwr.idaho.gov/>, Water Right Transfers, Step 3, or Water Right Forms, Changes in Use. Insert completed Part 2B forms into the application following Part 2A of the same water right.

Right Number:

- [illegible]

2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per $\frac{1}{4}$ $\frac{1}{4}$ tract.)

[illegible]

Total Acres (for irrigation use)

Page _____ of _____

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

Current Water Right No.: 45-13981

Current Owner: CLIFFORD SEARLE
CLOYD R SEARLE
KELLY SEARLE
CRAIG SEARLE
KENT R SEARLE
RAYMOND C SEARLE

Priority Date: 5/4/1978

Origin: Water Right

Status: Active

Basis: Decreed

Source

GROUND WATER

Tributary

Beneficial Use	From	To	Diversion Rate	Annual Volume
IRRIGATION	03/15 to 11/15		5.91 CFS	1412 AF
	Total Diversion		5.91 CFS	1412 AF

Location of Point(s) of Diversion

GROUND WATER	SW1/4SW1/4NW1/4	Sec. 32, Twp 11S, Rge 23E B.M.
CASSIA County		
GROUND WATER	NW1/4SW1/4SW1/4	Sec. 28, Twp 11S, Rge 24E B.M.
CASSIA County		
GROUND WATER	SW1/4SW1/4SW1/4	Sec. 28, Twp 11S, Rge 24E B.M.
CASSIA County		
GROUND WATER	NE1/4NE1/4SW1/4	Sec. 32, Twp 11S, Rge 23E B.M.
CASSIA County		
GROUND WATER	NW1/4SW1/4NW1/4	Sec. 32, Twp 11S, Rge 23E B.M.
CASSIA County		
GROUND WATER	SW1/4NW1/4NE1/4	Sec. 32, Twp 11S, Rge 23E B.M.
CASSIA County		
GROUND WATER	SE1/4SE1/4SE1/4	Sec. 30, Twp 11S, Rge 24E B.M.
CASSIA County		
GROUND WATER	NE1/4NE1/4SE1/4	Sec. 30, Twp 11S, Rge 24E B.M.
CASSIA County		
GROUND WATER	SE1/4SE1/4SE1/4	Sec. 32, Twp 11S, Rge 24E B.M.
CASSIA County		
GROUND WATER	SW1/4NW1/4SW1/4	Sec. 28, Twp 11S, Rge 24E B.M.
CASSIA County		

Place of Use

Page _____ of _____

IRRIGATION Within CASSIA County

T11S R23E S26	NWSE	1.00	T11S R23E S26	SWSE	33.00
T11S R23E S26	SESE	14.00	T11S R23E S32	NENE	39.00
T11S R23E S32	NWNE	40.00	T11S R23E S32	SWNE	41.00
T11S R23E S32	SENE	40.00	T11S R23E S32	NENW	40.00
T11S R23E S32	NWNW	39.00	T11S R23E S32	SWNW	30.00
T11S R23E S32	SENE	41.00	T11S R23E S32	NESW	40.00
T11S R23E S32	NWSW	40.00	T11S R23E S32	SWSW	39.00
T11S R23E S32	SESW	40.00	T11S R23E S32	NESE	40.00
T11S R23E S32	NWSE	41.00	T11S R23E S32	SWSE	40.00
T11S R23E S32	SESE	39.00	T11S R23E S35	NENE	41.00
T11S R23E S35	NWNE	41.00	T11S R23E S35	SWNE	41.00
T11S R23E S35	SENE	41.00	T11S R23E S35	NESE	40.00
T11S R23E S35	NWSE	40.00	T11S R24E S28	NESW	41.00
T11S R24E S28	NWSW	40.00	T11S R24E S28	SWSW	39.00
T11S R24E S28	SESW	41.00	T11S R24E S28	NESE	40.00
T11S R24E S28	NWSE	40.00	T11S R24E S28	SWSE	41.00
T11S R24E S28	SESE	41.00	T11S R24E S30	NWNE	40.00
T11S R24E S30	SWNE	41.00	T11S R24E S30	NESE	37.00
T11S R24E S30	NWSE	37.00	T11S R24E S30	SWSE	40.00
T11S R24E S30	SESE	40.00	T11S R24E S32	NESW	40.00
T11S R24E S32	SESW	39.00	T11S R24E S32	SWSE	39.00
T11S R24E S32	SESE	38.00			

Total Acres: 1635

Page _____ of _____

Conditions of Approval:

1. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
2. Diversion of water from the four points of diversion located in Section 32, T11S, R23E, in the Oakley-Kenyon Critical Groundwater Area, shall not exceed a total annual diversion volume of 2560 af.
3. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
4. Rights 45-2383, 45-7118, 45-7125, 45-7317, 45-13981 and 45-13982 when combined shall not exceed a total diversion rate of 26.42 cfs, a total annual maximum diversion volume of 6540.0 af at the field headgate, and the irrigation of 1635.0 acres.
5. X35 Rights 45-13981 and 45-13982 when combined shall not exceed a total diversion rate of 5.91 cfs, a total annual maximum diversion volume of 1919.5 af at the field headgate, and the irrigation of 522.4 acres.
6. The point of diversion located in the NENESE, S30, T11S, R24E is limited to a maximum diversion rate of 4.00 cfs.
7. X27 This right is limited to the irrigation of 353.0 acres within the place of use described above in a single irrigation season.
8. 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
9. R64 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
10. 131 Prior to the diversion and use of water under Transfer approval 71475, the right holder shall install and maintain acceptable measuring devices, including data loggers, at the authorized points of diversion and in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
11. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
12. 004 This right does not grant any right-of-way or easement across the land of another.
13. 113 Beginning on the date of approval of Transfer 71475, Rights 45-13981 and 45-13982 when combined are limited to the following schedule of allowed diversion volume. The diversion of water shall be evenly distributed throughout the authorized season of use, except that minor variations are allowed for seasonal fluctuations in water requirements. The right holder shall file a notice of intent with the Department prior to increasing the annual diversion volume each time an increase according to the schedule is sought.

Years 2006 through 2020 the rights are limited to 5.91 cfs and 1919.5 afa.
Years 2021 through 2030 the rights are limited to 5.32 cfs and 1727.6 afa.
Years 2031 through 2040 the rights are limited to 4.73 cfs and 1535.6 afa
Years 2041 through 2050 the rights are limited to 4.14 cfs and 1343.7 afa
Years 2051 and beyond the rights are limited to 3.84 cfs and 1247.7 afa.
14. 067 The right holder shall record the quantity of water diverted and annually report diversions of water and/or other pertinent hydrologic and system information as required by Section 42-701, Idaho Code.

Decreed Date: 7/26/2002

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

Current Water Right No.: 45-13982

Current Owner: CLIFFORD SEARLE
CLOYD R SEARLE
KENT R SEARLE
RAYMOND C SEARLE
KELLY SEARLE
CRAIG SEARLE

Priority Date: 5/23/1962

Origin: Water Right

Status: Active

Basis: Decreed

Source

Tributary

GROUND WATER

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	03/15 to 11/15	1.04 CFS	507.5 AF
	Total Diversion	1.04 CFS	507.5 AF

Location of Point(s) of Diversion

GROUND WATER	SW1/4SW1/4NW1/4	Sec. 32, Twp 11S, Rge 23E B.M.
CASSIA County		
GROUND WATER	NW1/4SW1/4SW1/4	Sec. 28, Twp 11S, Rge 24E B.M.
CASSIA County		
GROUND WATER	SW1/4SW1/4SW1/4	Sec. 28, Twp 11S, Rge 24E B.M.
CASSIA County		
GROUND WATER	NE1/4NE1/4SW1/4	Sec. 32, Twp 11S, Rge 23E B.M.
CASSIA County		
GROUND WATER	NW1/4SW1/4NW1/4	Sec. 32, Twp 11S, Rge 23E B.M.
CASSIA County		
GROUND WATER	SW1/4NW1/4NE1/4	Sec. 32, Twp 11S, Rge 23E B.M.
CASSIA County		
GROUND WATER	SE1/4SE1/4SE1/4	Sec. 30, Twp 11S, Rge 24E B.M.
CASSIA County		
GROUND WATER	NE1/4NE1/4SE1/4	Sec. 30, Twp 11S, Rge 24E B.M.
CASSIA County		
GROUND WATER	SE1/4SE1/4SE1/4	Sec. 32, Twp 11S, Rge 24E B.M.
CASSIA County		
GROUND WATER	SW1/4NW1/4SW1/4	Sec. 28, Twp 11S, Rge 24E B.M.
CASSIA County		

Place of Use

Page _____ of _____

IRRIGATION Within CASSIA County

T11S R23E S26	NWSE	1.00	T11S R23E S26	SWSE	33.00
T11S R23E S26	SESE	14.00	T11S R23E S32	NENE	39.00
T11S R23E S32	NWNE	40.00	T11S R23E S32	SWNE	41.00
T11S R23E S32	SENE	40.00	T11S R23E S32	NENW	40.00
T11S R23E S32	NWNW	39.00	T11S R23E S32	SWNW	30.00
T11S R23E S32	SENW	41.00	T11S R23E S32	NESW	40.00
T11S R23E S32	NWSW	40.00	T11S R23E S32	SWSW	39.00
T11S R23E S32	SESW	40.00	T11S R23E S32	NESE	40.00
T11S R23E S32	NWSE	41.00	T11S R23E S32	SWSE	40.00
T11S R23E S32	SESE	39.00	T11S R23E S35	NENE	41.00
T11S R23E S35	NWNE	41.00	T11S R23E S35	SWNE	41.00
T11S R23E S35	SENE	41.00	T11S R23E S35	NESE	40.00
T11S R23E S35	NWSE	40.00	T11S R24E S28	NESW	41.00
T11S R24E S28	NWSW	40.00	T11S R24E S28	SWSW	39.00
T11S R24E S28	SESW	41.00	T11S R24E S28	NESE	40.00
T11S R24E S28	NWSE	40.00	T11S R24E S28	SWSE	41.00
T11S R24E S28	SESE	41.00	T11S R24E S30	NWNE	40.00
T11S R24E S30	SWNE	41.00	T11S R24E S30	NESE	37.00
T11S R24E S30	NWSE	37.00	T11S R24E S30	SWSE	40.00
T11S R24E S30	SESE	40.00	T11S R24E S32	NESW	40.00
T11S R24E S32	SESW	39.00	T11S R24E S32	SWSE	39.00
T11S R24E S32	SESE	38.00			

Total Acres: 1635

Conditions of Approval:

1. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
2. Diversion of water from the four points of diversion located in Section 32, T11S, R23E, in the Oakley-Kenyon Critical Groundwater Area, shall not exceed a total annual diversion volume of 2560 af.
3. X27 This right is limited to the irrigation of 169.4 acres within the place of use described above in a single irrigation season.
4. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
5. 004 This right does not grant any right-of-way or easement across the land of another.
6. 067 The right holder shall record the quantity of water diverted and annually report diversions of water and/or other pertinent hydrologic and system information as required by Section 42-701, Idaho Code.
7. X35 Rights 45-13981 and 45-13982 when combined shall not exceed a total diversion rate of 5.91 cfs, a total annual maximum diversion volume of 1919.5 af at the field headgate, and the irrigation of 522.4 acres.
8. 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
9. 131 Prior to the diversion and use of water under Transfer approval 71475, the right holder shall install and maintain acceptable measuring devices, including data loggers, at the authorized points of diversion and in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
10. Rights 45-2383, 45-7118, 45-7125, 45-7317, 45-13981 and 45-13982 when combined shall not exceed a total diversion rate of 26.42 cfs, a total annual maximum diversion volume of 6540.0 af at the field headgate, and the irrigation of 1635.0 acres.
11. 113 Beginning on the date of approval of Transfer 71475, Rights 45-13981 and 45-13982 when combined are limited to the following schedule of allowed diversion volume. The diversion of water shall be evenly distributed throughout the authorized season of use, except that minor variations are allowed for seasonal fluctuations in water requirements. The right holder shall file a notice of intent with the Department prior to increasing the annual diversion volume each time an increase according to the schedule is sought.

Years 2006 through 2020 the rights are limited to 5.91 cfs and 1919.5 afa.
Years 2021 through 2030 the rights are limited to 5.32 cfs and 1727.6 afa.
Years 2031 through 2040 the rights are limited to 4.73 cfs and 1535.6 afa.
Years 2041 through 2050 the rights are limited to 4.14 cfs and 1343.7 afa.
Years 2051 and beyond the rights are limited to 3.84 cfs and 1247.7 afa.
12. R64 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
13. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
14. The point of diversion located in the NENESE, S30, T11S, R24E is limited to a maximum diversion rate of 4.00 cfs.

Decreed Date: 7/26/2002

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

Current Water Right No.: 45-7118

Current Owner: KENT R SEARLE
RAYMOND C SEARLE
KELLY SEARLE
CRAIG SEARLE
CLIFFORD SEARLE
CLOYD R SEARLE

Priority Date: 1/8/1973

Origin: Water Right

Status: Active

Basis: Decreed

Source

Tributary

GROUND WATER

Beneficial Use	From	To	Diversion Rate	Annual Volume
IRRIGATION	03/15	to 11/15	4.8 CFS	960 AF
	Total Diversion		4.8 CFS	960 AF

Location of Point(s) of Diversion

GROUND WATER	SW1/4NW1/4NE1/4	Sec. 32,	Twp 11S,	Rge 23E B.M.
CASSIA County				
GROUND WATER	NW1/4SW1/4NW1/4	Sec. 32,	Twp 11S,	Rge 23E B.M.
CASSIA County				
GROUND WATER	SW1/4NW1/4SW1/4	Sec. 28,	Twp 11S,	Rge 24E B.M.
CASSIA County				
GROUND WATER	SW1/4SW1/4NW1/4	Sec. 32,	Twp 11S,	Rge 23E B.M.
CASSIA County				
GROUND WATER	NE1/4NE1/4SW1/4	Sec. 32,	Twp 11S,	Rge 23E B.M.
CASSIA County				
GROUND WATER	NW1/4SW1/4SW1/4	Sec. 28,	Twp 11S,	Rge 24E B.M.
CASSIA County				
GROUND WATER	SW1/4SW1/4SW1/4	Sec. 28,	Twp 11S,	Rge 24E B.M.
CASSIA County				
GROUND WATER	SE1/4SE1/4SE1/4	Sec. 30,	Twp 11S,	Rge 24E B.M.
CASSIA County				
GROUND WATER	SE1/4SE1/4SE1/4	Sec. 32,	Twp 11S,	Rge 24E B.M.
CASSIA County				
GROUND WATER	NE1/4NE1/4SE1/4	Sec. 30,	Twp 11S,	Rge 24E B.M.
CASSIA County				

Place of Use

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IRRIGATION Within CASSIA County

T11S R23E S26	NWSE	1.00	T11S R23E S26	SWSE	33.00
T11S R23E S26	SESE	14.00	T11S R23E S32	NENE	39.00
T11S R23E S32	NWNE	40.00	T11S R23E S32	SWNE	41.00
T11S R23E S32	SENE	40.00	T11S R23E S32	NENW	40.00
T11S R23E S32	NWNW	39.00	T11S R23E S32	SWNW	30.00
T11S R23E S32	SENW	41.00	T11S R23E S32	NESW	40.00
T11S R23E S32	NWSW	40.00	T11S R23E S32	SWSW	39.00
T11S R23E S32	SESW	40.00	T11S R23E S32	NESE	40.00
T11S R23E S32	NWSE	41.00	T11S R23E S32	SWSE	40.00
T11S R23E S32	SESE	39.00	T11S R23E S35	NENE	41.00
T11S R23E S35	NWNE	41.00	T11S R23E S35	SWNE	41.00
T11S R23E S35	SENE	41.00	T11S R23E S35	NESE	40.00
T11S R23E S35	NWSE	40.00	T11S R24E S28	NESW	41.00
T11S R24E S28	NWSW	40.00	T11S R24E S28	SWSW	39.00
T11S R24E S28	SESW	41.00	T11S R24E S28	NESE	40.00
T11S R24E S28	NWSE	40.00	T11S R24E S28	SWSE	41.00
T11S R24E S28	SESE	41.00	T11S R24E S30	NWNE	40.00
T11S R24E S30	SWNE	41.00	T11S R24E S30	NESE	37.00
T11S R24E S30	NWSE	37.00	T11S R24E S30	SWSE	40.00
T11S R24E S30	SESE	40.00	T11S R24E S32	NESW	40.00
T11S R24E S32	SESW	39.00	T11S R24E S32	SWSE	39.00
T11S R24E S32	SESE	38.00			

Total Acres: 1635

Conditions of Approval:

1. The right holder shall use the full allotment of appurtenant surface water rights in conjunction with groundwater diverted under Rights 45-7118, 45-7125 and 45-7317 on 102.0 acres and shall only divert groundwater under these rights on these 102.0 acres when water from the appurtenant surface water rights cannot be delivered to the right holder.
2. 067 The right holder shall measure and annually report diversions of water and/or other pertinent hydrologic and system information as required by Section 42-701, Idaho Code.
3. Rights 45-7118, 45-7125 and 45-7317 shall not be used on 102.0 acres if the surface water rights appurtenant to the same 102.0 acres is sold, transferred, leased or used upon any other place of use.
4. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
5. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
6. 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
7. X27 This right is limited to the irrigation of 240 acres within the place of use described above in a single irrigation season.
8. 004 This right does not grant any right-of-way or easement across the land of another.
9. Rights 45-2383, 45-7118, 45-7125, 45-7317, 45-13981 and 45-13982 when combined shall not exceed a total diversion rate of 26.42 cfs, a total annual maximum diversion volume of 6540.0 af at the field headgate, and the irrigation of 1635.0 acres.
10. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
11. R64 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
12. X35 Rights 45-2383, 45-7118, 45-7125 and 45-7317 when combined shall not exceed a total diversion rate of 20.51 cfs, a total annual maximum diversion volume of 5080 af at the field headgate, and the irrigation of 1270 acres.
13. Rights 45-7118, 45-7125 and 45-7317 and surface water rights appurtenant to 102.0 acres of the same land shall not exceed the combined irrigation of 630.0 acres unless additional rights or shares are obtained in the future.
14. Rights 45-7118 and 45-7125 when combined shall not exceed a total diversion rate of 7.67 cfs.
15. 131 Prior to the diversion and use of water under Transfer approval 71475, the right holder shall install and maintain acceptable measuring devices, including data loggers, at the authorized points of diversion and in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
16. Diversion of water from the four points of diversion located in Section 32, T11S, R23E, in the Oakley-Kenyon Critical Groundwater Area, shall not exceed a total annual diversion volume of 2560 af.
17. The point of diversion located in the NENESE, S30, T11S, R24E is limited to a maximum diversion rate of 4.00 cfs.

Decreed Date: 5/13/2005

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

Current Water Right No.: 45-7125

Current Owner: KENT R SEARLE
RAYMOND C SEARLE
KELLY SEARLE
CRAIG SEARLE
CLIFFORD SEARLE
CLOYD R SEARLE

Priority Date: 1/31/1973

Origin: Water Right

Status: Active

Basis: Decreed

Source

GROUND WATER

Tributary

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	03/15 to 11/15	3.14 CFS	628 AF
	Total Diversion	3.14 CFS	628 AF

Location of Point(s) of Diversion

GROUND WATER	NE1/4NE1/4SE1/4	Sec. 30,	Twp 11S,	Rge 24E B.M.
CASSIA County				
GROUND WATER	SW1/4NW1/4NE1/4	Sec. 32,	Twp 11S,	Rge 23E B.M.
CASSIA County				
GROUND WATER	NW1/4SW1/4NW1/4	Sec. 32,	Twp 11S,	Rge 23E B.M.
CASSIA County				
GROUND WATER	NE1/4NE1/4SW1/4	Sec. 32,	Twp 11S,	Rge 23E B.M.
CASSIA County				
GROUND WATER	SW1/4SW1/4NW1/4	Sec. 32,	Twp 11S,	Rge 23E B.M.
CASSIA County				
GROUND WATER	SW1/4NW1/4SW1/4	Sec. 28,	Twp 11S,	Rge 24E B.M.
CASSIA County				
GROUND WATER	NW1/4SW1/4SW1/4	Sec. 28,	Twp 11S,	Rge 24E B.M.
CASSIA County				
GROUND WATER	SE1/4SE1/4SE1/4	Sec. 30,	Twp 11S,	Rge 24E B.M.
CASSIA County				
GROUND WATER	SE1/4SE1/4SE1/4	Sec. 32,	Twp 11S,	Rge 24E B.M.
CASSIA County				
GROUND WATER	SW1/4SW1/4SW1/4	Sec. 28,	Twp 11S,	Rge 24E B.M.
CASSIA County				

Place of Use

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IRRIGATION Within CASSIA County

T11S R23E S26	NWSE	1.00	T11S R23E S26	SWSE	33.00
T11S R23E S26	SESE	14.00	T11S R23E S32	NENE	39.00
T11S R23E S32	NWNE	40.00	T11S R23E S32	SWNE	41.00
T11S R23E S32	SENE	40.00	T11S R23E S32	NENW	40.00
T11S R23E S32	NWNW	39.00	T11S R23E S32	SWNW	30.00
T11S R23E S32	SENW	41.00	T11S R23E S32	NESW	40.00
T11S R23E S32	NWSW	40.00	T11S R23E S32	SWSW	39.00
T11S R23E S32	SESW	40.00	T11S R23E S32	NESE	40.00
T11S R23E S32	NWSE	41.00	T11S R23E S32	SWSE	40.00
T11S R23E S32	SESE	39.00	T11S R23E S35	NENE	41.00
T11S R23E S35	NWNE	41.00	T11S R23E S35	SWNE	41.00
T11S R23E S35	SENE	41.00	T11S R23E S35	NESE	40.00
T11S R23E S35	NWSE	40.00	T11S R24E S28	NESW	41.00
T11S R24E S28	NWSW	40.00	T11S R24E S28	SWSW	39.00
T11S R24E S28	SESW	41.00	T11S R24E S28	NESE	40.00
T11S R24E S28	NWSE	40.00	T11S R24E S28	SWSE	41.00
T11S R24E S28	SESE	41.00	T11S R24E S30	NWNE	40.00
T11S R24E S30	SWNE	41.00	T11S R24E S30	NESE	37.00
T11S R24E S30	NWSE	37.00	T11S R24E S30	SWSE	40.00
T11S R24E S30	SESE	40.00	T11S R24E S32	NESW	40.00
T11S R24E S32	SESW	39.00	T11S R24E S32	SWSE	39.00
T11S R24E S32	SESE	38.00			

Total Acres: 1635

Conditions of Approval:

1. 004 This right does not grant any right-of-way or easement across the land of another.
2. The right holder shall use the full allotment of appurtenant surface water rights in conjunction with groundwater diverted under Rights 45-7118, 45-7125 and 45-7317 on 102.0 acres and shall only divert groundwater under these rights on these 102.0 acres when water from the appurtenant surface water rights cannot be delivered to the right holder.
3. Rights 45-7118, 45-7125 and 45-7317 shall not be used on 102.0 acres if the surface water rights appurtenant to the same 102.0 acres is sold, transferred, leased or used upon any other place of use.
4. Rights 45-2383, 45-7118, 45-7125, 45-7317, 45-13981 and 45-13982 when combined shall not exceed a total diversion rate of 26.42 cfs, a total annual maximum diversion volume of 6540.0 af at the field headgate, and the irrigation of 1635.0 acres.
5. R64 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
6. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
7. Diversion of water from the four points of diversion located in Section 32, T11S, R23E, in the Oakley-Kenyon Critical Groundwater Area, shall not exceed a total annual diversion volume of 2560 af.
8. Rights 45-7118, 45-7125 and 45-7317 and surface water rights appurtenant to 102.0 acres of the same land shall not exceed the combined irrigation of 630.0 acres unless additional rights or shares are obtained in the future.
9. The point of diversion located in the NENESE, S30, T11S, R24E is limited to a maximum diversion rate of 4.00 cfs.
10. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
11. X35 Rights 45-2383, 45-7118, 45-7125 and 45-7317 when combined shall not exceed a total diversion rate of 20.51 cfs, a total annual maximum diversion volume of 5080 af at the field headgate, and the irrigation of 1270 acres.
12. 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
13. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
14. 067 The right holder shall measure and annually report diversions of water and/or other pertinent hydrologic and system information as required by Section 42-701, Idaho Code.
15. 131 Prior to the diversion and use of water under Transfer approval 71475, the right holder shall install and maintain acceptable measuring devices, including data loggers, at the authorized points of diversion and in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
16. Rights 45-7118 and 45-7125 when combined shall not exceed a total diversion rate of 7.67 cfs.
17. X27 This right is limited to the irrigation of 157 acres within the place of use described above in a single irrigation season.

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

Current Water Right No.: 45-7317

Current Owner: KENT R SEARLE
RAYMOND C SEARLE
KELLY SEARLE
CRAIG SEARLE
CLIFFORD SEARLE
CLOYD R SEARLE

Priority Date: 7/11/1977

Origin: Water Right

Status: Active

Basis: Decreed

Source

GROUND WATER

Tributary

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	03/15 to 11/15	3.35 CFS	932 AF
	Total Diversion	3.35 CFS	932 AF

Location of Point(s) of Diversion

GROUND WATER CASSIA County	SW1/4NW1/4NE1/4	Sec. 32, Twp 11S, Rge 23E B.M.
GROUND WATER CASSIA County	NW1/4SW1/4NW1/4	Sec. 32, Twp 11S, Rge 23E B.M.
GROUND WATER CASSIA County	SW1/4NW1/4SW1/4	Sec. 28, Twp 11S, Rge 24E B.M.
GROUND WATER CASSIA County	NE1/4NE1/4SW1/4	Sec. 32, Twp 11S, Rge 23E B.M.
GROUND WATER CASSIA County	SW1/4SW1/4NW1/4	Sec. 32, Twp 11S, Rge 23E B.M.
GROUND WATER CASSIA County	NW1/4SW1/4SW1/4	Sec. 28, Twp 11S, Rge 24E B.M.
GROUND WATER CASSIA County	SW1/4SW1/4SW1/4	Sec. 28, Twp 11S, Rge 24E B.M.
GROUND WATER CASSIA County	SE1/4SE1/4SE1/4	Sec. 30, Twp 11S, Rge 24E B.M.
GROUND WATER CASSIA County	SE1/4SE1/4SE1/4	Sec. 32, Twp 11S, Rge 24E B.M.
GROUND WATER CASSIA County	NE1/4NE1/4SE1/4	Sec. 30, Twp 11S, Rge 24E B.M.

Place of Use

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IRRIGATION Within CASSIA County

T11S R23E S26	NWSE	1.00	T11S R23E S26	SWSE	33.00
T11S R23E S26	SESE	14.00	T11S R23E S32	NENE	39.00
T11S R23E S32	NWNE	40.00	T11S R23E S32	SWNE	41.00
T11S R23E S32	SENE	40.00	T11S R23E S32	NENW	40.00
T11S R23E S32	NWNW	39.00	T11S R23E S32	SWNW	30.00
T11S R23E S32	SENW	41.00	T11S R23E S32	NESW	40.00
T11S R23E S32	NWSW	40.00	T11S R23E S32	SWSW	39.00
T11S R23E S32	SESW	40.00	T11S R23E S32	NESE	40.00
T11S R23E S32	NWSE	41.00	T11S R23E S32	SWSE	40.00
T11S R23E S32	SESE	39.00	T11S R23E S35	NENE	41.00
T11S R23E S35	NWNE	41.00	T11S R23E S35	SWNE	41.00
T11S R23E S35	SENE	41.00	T11S R23E S35	NESE	40.00
T11S R23E S35	NWSE	40.00	T11S R24E S28	NESW	41.00
T11S R24E S28	NWSW	40.00	T11S R24E S28	SWSW	39.00
T11S R24E S28	SESW	41.00	T11S R24E S28	NESE	40.00
T11S R24E S28	NWSE	40.00	T11S R24E S28	SWSE	41.00
T11S R24E S28	SESE	41.00	T11S R24E S30	NWNE	40.00
T11S R24E S30	SWNE	41.00	T11S R24E S30	NESE	37.00
T11S R24E S30	NWSE	37.00	T11S R24E S30	SWSE	40.00
T11S R24E S30	SESE	40.00	T11S R24E S32	NESW	40.00
T11S R24E S32	SESW	39.00	T11S R24E S32	SWSE	39.00
T11S R24E S32	SESE	38.00			

Total Acres: 1635

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Conditions of Approval:

1. 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
2. 131 Prior to the diversion and use of water under Transfer approval 71475, the right holder shall install and maintain acceptable measuring devices, including data loggers, at the authorized points of diversion and in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
3. Rights 45-2383, 45-7118, 45-7125, 45-7317, 45-13981 and 45-13982 when combined shall not exceed a total diversion rate of 26.42 cfs, a total annual maximum diversion volume of 6540.0 af at the field headgate, and the irrigation of 1635.0 acres.
4. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
5. R64 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
6. 067 The right holder shall measure and annually report diversions of water and/or other pertinent hydrologic and system information as required by Section 42-701, Idaho Code.
7. 004 This right does not grant any right-of-way or easement across the land of another.
8. X35 Rights 45-2383, 45-7118, 45-7125 and 45-7317 when combined shall not exceed a total diversion rate of 20.51 cfs, a total annual maximum diversion volume of 5080 af at the field headgate, and the irrigation of 1270 acres.
9. X27 This right is limited to the irrigation of 233 acres within the place of use described above in a single irrigation season.
10. Diversion of water from the four points of diversion located in Section 32, T11S, R23E, in the Oakley-Kenyon Critical Groundwater Area, shall not exceed a total annual diversion volume of 2560 af.
11. Rights 45-7118, 45-7125 and 45-7317 and surface water rights appurtenant to 102.0 acres of the same land shall not exceed the combined irrigation of 630.0 acres unless additional rights or shares are obtained in the future.
12. Rights 45-7118, 45-7125 and 45-7317 shall not be used on 102.0 acres if the surface water rights appurtenant to the same 102.0 acres is sold, transferred, leased or used upon any other place of use.
13. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
14. The point of diversion located in the NENESE, S30, T11S, R24E is limited to a maximum diversion rate of 4.00 cfs.
15. The right holder shall use the full allotment of appurtenant surface water rights in conjunction with groundwater diverted under Rights 45-7118, 45-7125 and 45-7317 on 102.0 acres and shall only divert groundwater under these rights on these 102.0 acres when water from the appurtenant surface water rights cannot be delivered to the right holder.
16. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

Decreed Date: 5/13/2005

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

Current Water Right No.: 45-2383

Current Owner: CLIFFORD SEARLE
CLOYD R SEARLE
KENT R SEARLE
RAYMOND C SEARLE
KELLY SEARLE
CRAIG SEARLE

Priority Date: 6/14/1951

Origin: Water Right

Status: Active

Basis: Decreed

Source

Tributary

GROUND WATER

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	03/15 to 11/15	9.49 CFS	2560 AF
	Total Diversion	9.49 CFS	2560 AF

Location of Point(s) of Diversion

GROUND WATER CASSIA County	SW1/4SW1/4NW1/4	Sec. 32, Twp 11S, Rge 23E B.M.
GROUND WATER CASSIA County	NW1/4SW1/4SW1/4	Sec. 28, Twp 11S, Rge 24E B.M.
GROUND WATER CASSIA County	SW1/4SW1/4SW1/4	Sec. 28, Twp 11S, Rge 24E B.M.
GROUND WATER CASSIA County	SW1/4NW1/4NE1/4	Sec. 32, Twp 11S, Rge 23E B.M.
GROUND WATER CASSIA County	NW1/4SW1/4NW1/4	Sec. 32, Twp 11S, Rge 23E B.M.
GROUND WATER CASSIA County	NE1/4NE1/4SW1/4	Sec. 32, Twp 11S, Rge 23E B.M.
GROUND WATER CASSIA County	NE1/4NE1/4SE1/4	Sec. 30, Twp 11S, Rge 24E B.M.
GROUND WATER CASSIA County	SE1/4SE1/4SE1/4	Sec. 30, Twp 11S, Rge 24E B.M.
GROUND WATER CASSIA County	SE1/4SE1/4SE1/4	Sec. 32, Twp 11S, Rge 24E B.M.
GROUND WATER CASSIA County	SW1/4NW1/4SW1/4	Sec. 28, Twp 11S, Rge 24E B.M.

Place of Use

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IRRIGATION Within CASSIA County

T11S R23E S26	NWSE	1.00	T11S R23E S26	SWSE	33.00
T11S R23E S26	SESE	14.00	T11S R23E S32	NENE	39.00
T11S R23E S32	NWNE	40.00	T11S R23E S32	SWNE	41.00
T11S R23E S32	SENE	40.00	T11S R23E S32	NENW	40.00
T11S R23E S32	NWNW	39.00	T11S R23E S32	SWNW	30.00
T11S R23E S32	SENW	41.00	T11S R23E S32	NESW	40.00
T11S R23E S32	NWSW	40.00	T11S R23E S32	SWSW	39.00
T11S R23E S32	SESW	40.00	T11S R23E S32	NESE	40.00
T11S R23E S32	NWSE	41.00	T11S R23E S32	SWSE	40.00
T11S R23E S32	SESE	39.00	T11S R23E S35	NENE	41.00
T11S R23E S35	NWNE	41.00	T11S R23E S35	SWNE	41.00
T11S R23E S35	SENE	41.00	T11S R23E S35	NESE	40.00
T11S R23E S35	NWSE	40.00	T11S R24E S28	NESW	41.00
T11S R24E S28	NWSW	40.00	T11S R24E S28	SWSW	39.00
T11S R24E S28	SESW	41.00	T11S R24E S28	NESE	40.00
T11S R24E S28	NWSE	40.00	T11S R24E S28	SWSE	41.00
T11S R24E S28	SESE	41.00	T11S R24E S30	NWNE	40.00
T11S R24E S30	SWNE	41.00	T11S R24E S30	NESE	37.00
T11S R24E S30	NWSE	37.00	T11S R24E S30	SWSE	40.00
T11S R24E S30	SESE	40.00	T11S R24E S32	NESW	40.00
T11S R24E S32	SESW	39.00	T11S R24E S32	SWSE	39.00
T11S R24E S32	SESE	38.00			

Total Acres: 1635

Page _____ of _____

Conditions of Approval:

1. Diversion of water from the four points of diversion located in Section 32, T11S, R23E, in the Oakley-Kenyon Critical Groundwater Area, shall not exceed a total annual diversion volume of 2560 af.
2. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
3. X27 This right is limited to the irrigation of 640 acres within the place of use described above in a single irrigation season.
4. 067 The right holder shall measure and annually report diversions of water and/or other pertinent hydrologic and system information as required by Section 42-701, Idaho Code.
5. 131 Prior to the diversion and use of water under Transfer approval 71475, the right holder shall install and maintain acceptable measuring devices, including data loggers, at the authorized points of diversion and in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
6. 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
7. R64 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
8. X35 Rights 45-2383, 45-7118, 45-7125 and 45-7317 when combined shall not exceed a total diversion rate of 20.51 cfs, a total annual maximum diversion volume of 5080 af at the field headgate, and the irrigation of 1270 acres.
9. The point of diversion located in the NENESE, S30, T11S, R24E is limited to a maximum diversion rate of 4.00 cfs.
10. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
11. 004 This right does not grant any right-of-way or easement across the land of another.
12. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
13. Rights 45-2383, 45-7118, 45-7125, 45-7317, 45-13981 and 45-13982 when combined shall not exceed a total diversion rate of 26.42 cfs, a total annual maximum diversion volume of 6540.0 af at the field headgate, and the irrigation of 1635.0 acres.

Decreed Date: 5/6/2005

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

Current Water Right No.: 45-13904

Current Owner: MOO VIEW COW PALACE
Priority Date: 11/16/1974
Origin: Water Right
Status: Active
Basis: Decreed

Source

GROUND WATER

Tributary

Beneficial Use	From	To	Diversion Rate	Annual Volume
IRRIGATION	03/15 to 11/15		10.07 CFS	3964 AF
	Total Diversion		10.07 CFS	3964 AF

Location of Point(s) of Diversion

GROUND WATER	NW1/4NW1/4	Sec. 32,	Twp 11S,	Rge 24E B.M.
CASSIA County				
GROUND WATER	NW1/4NW1/4	Sec. 32,	Twp 11S,	Rge 24E B.M.
CASSIA County				
GROUND WATER	NE1/4NE1/4	Sec. 31,	Twp 11S,	Rge 24E B.M.
CASSIA County				

Place of Use

IRRIGATION Within CASSIA County

T12S R23E S12		NENE	21.00	T12S R23E S12		NWNE	15.00
T12S R23E S12		SWNE	6.00	T12S R23E S12		SENE	40.00
T12S R23E S12		NESW	34.00	T12S R23E S12		NESE	8.00
T12S R23E S12		NWSE	34.00	T12S R24E S5	Lot 3	NENW	33.00
T12S R24E S5	Lot 4	NWNW	33.00	T12S R24E S5		SWNW	37.00
T12S R24E S5		SENW	33.00	T12S R24E S5		NESW	7.00
T12S R24E S5		NWSW	37.00	T12S R24E S6	Lot 1	NENE	39.00
T12S R24E S6	Lot 2	NWNE	39.00	T12S R24E S6		SWNE	39.00
T12S R24E S6		SENE	39.00	T12S R24E S6	Lot 3	NENW	41.00
T12S R24E S6	Lot 4	NWNW	38.00	T12S R24E S6	Lot 5	SWNW	38.00
T12S R24E S6		SENW	41.00	T12S R24E S6		NESW	41.00
T12S R24E S6	Lot 6	NWSW	38.00	T12S R24E S6	Lot 7	SWSW	38.00
T12S R24E S6		SESW	40.00	T12S R24E S6		NESE	40.00
T12S R24E S6		NWSE	40.00	T12S R24E S6		SWSE	30.00
T12S R24E S6		SESE	30.00	T12S R24E S7	Lot 1	NWNW	25.00
T12S R24E S7	Lot 2	SWNW	17.00				

Total Acres: 991

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Conditions of Approval:

1. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
2. Use of the rights listed below is limited to the irrigation of a combined total of 1863 acres in a single irrigation season. Combined right nos. 45-7004, 45-7186A, 45-13904, 45-690 and 45-691.
3. When combined the following rights shall provide no more than .02 cfs per acre nor more than 4 afa per acre. Combined right nos. 45-7004, 45-7186A, 45-13904, 45-690 and 45-691.

Decreed Date: 5/13/2005

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

Current Water Right No.: 45-690

Current Owner: MOO VIEW COW PALACE
Priority Date: 5/1/1882
Origin: Water Right
Status: Active
Basis: Decreed

Source
DAYLEY CREEK

Tributary
SINKS

Beneficial Use	From	To	Diversion Rate	Annual Volume
IRRIGATION	03/15	to 11/15	3.2 CFS	
STOCKWATER	03/15	to 11/15	0.05 CFS	
	Total Diversion		3.2 CFS	

Location of Point(s) of Diversion

LUNCH CREEK CASSIA County	NE1/4SE1/4SE1/4	Sec. 5, Twp 12S, Rge 24E B.M.
UNNAMED STREAM CASSIA County	SW1/4SE1/4NW1/4	Sec. 7, Twp 12S, Rge 24E B.M.
DAYLEY CREEK CASSIA County	NE1/4NE1/4SE1/4	Sec. 7, Twp 12S, Rge 24E B.M.

Place of Use

Page _____ of _____

IRRIGATION Within CASSIA County

T11S R24E S31		NENE	40.00	T11S R24E S31		SENE	40.00
T11S R24E S31		NESE	40.00	T11S R24E S31		NWSE	40.00
T11S R24E S31		SWSE	40.00	T11S R24E S31		SESE	40.00
T11S R24E S32		NENE	39.00	T11S R24E S32		NWNE	39.00
T11S R24E S32		SWNE	39.00	T11S R24E S32		SENE	39.00
T11S R24E S32		NENW	39.00	T11S R24E S32		NWNW	39.00
T11S R24E S32		SWNW	39.00	T11S R24E S32		SENE	39.00
T11S R24E S32		NWSW	40.00	T11S R24E S32		SWSW	40.00
T11S R24E S32		NESE	40.00	T11S R24E S32		NWSE	40.00
T11S R24E S33		NENW	40.00	T11S R24E S33		NWNW	40.00
T11S R24E S33		SWNW	40.00	T11S R24E S33		SENE	40.00
T12S R23E S12		NENE	21.00	T12S R23E S12		NWNE	15.00
T12S R23E S12		SWNE	6.00	T12S R23E S12		SENE	40.00
T12S R23E S12		NESW	34.00	T12S R23E S12		NESE	8.00
T12S R23E S12		NWSE	34.00	T12S R24E S5	Lot 3	NENW	33.00
T12S R24E S5	Lot 4	NWNW	33.00	T12S R24E S5		SWNW	37.00
T12S R24E S5		SENE	33.00	T12S R24E S5		NESW	7.00
T12S R24E S5		NWSW	37.00	T12S R24E S6	Lot 1	NENE	39.00
T12S R24E S6	Lot 2	NWNE	39.00	T12S R24E S6		SWNE	39.00
T12S R24E S6		SENE	39.00	T12S R24E S6	Lot 3	NENW	41.00
T12S R24E S6	Lot 4	NWNW	38.00	T12S R24E S6	Lot 5	SWNW	38.00
T12S R24E S6		SENE	41.00	T12S R24E S6		NESW	41.00
T12S R24E S6	Lot 6	NWSW	38.00	T12S R24E S6	Lot 7	SWSW	38.00
T12S R24E S6		SESW	40.00	T12S R24E S6		NESE	40.00
T12S R24E S6		NWSE	40.00	T12S R24E S6		SWSE	30.00
T12S R24E S6		SESE	30.00	T12S R24E S7	Lot 1	NWNW	25.00
T12S R24E S7	Lot 2	SWNW	17.00				

Total Acres: 1863

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STOCKWATER Within CASSIA County

T11S R24E S31		NENE	T11S R24E S31		SENE
T11S R24E S31		NESE	T11S R24E S31		NWSE
T11S R24E S31		SWSE	T11S R24E S31		SESE
T11S R24E S32		NENE	T11S R24E S32		NWNE
T11S R24E S32		SWNE	T11S R24E S32		SENE
T11S R24E S32		NENW	T11S R24E S32		NWNW
T11S R24E S32		SWNW	T11S R24E S32		SENE
T11S R24E S32		NWSW	T11S R24E S32		SWSW
T11S R24E S32		NESE	T11S R24E S32		NWSE
T11S R24E S33		NENW	T11S R24E S33		NWNW
T11S R24E S33		SWNW	T11S R24E S33		SENE
T12S R23E S12		NENE	T12S R23E S12		NWNE
T12S R23E S12		SWNE	T12S R23E S12		SENE
T12S R23E S12		NESW	T12S R23E S12		NESE
T12S R23E S12		NWSE	T12S R24E S5	Lot 3	NENW
T12S R24E S5	Lot 4	NWNW	T12S R24E S5		SWNW
T12S R24E S5		SENE	T12S R24E S5		NESW
T12S R24E S5		NWSW	T12S R24E S6	Lot 1	NENE
T12S R24E S6	Lot 2	NWNE	T12S R24E S6		SWNE
T12S R24E S6		SENE	T12S R24E S6	Lot 3	NENW
T12S R24E S6	Lot 4	NWNW	T12S R24E S6	Lot 5	SWNW
T12S R24E S6		SENE	T12S R24E S6		NESW
T12S R24E S6	Lot 6	NWSW	T12S R24E S6	Lot 7	SWSW
T12S R24E S6		SESW	T12S R24E S6		NESE
T12S R24E S6		NWSE	T12S R24E S6		SWSE
T12S R24E S6		SESE	T12S R24E S7	Lot 1	NWNW
T12S R24E S7	Lot 2	SWNW			

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Conditions of Approval:

1. When combined the following rights shall provide no more than .02 cfs per acre nor more than 4 afa per acre. Combined right nos. 45-7004, 45-7186A, 45-13904, 45-690 and 45-691.
2. C05 Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.
3. Use of the rights listed below is limited to the irrigation of a combined total of 1863 acres in a single irrigation season. Combined right nos. 45-7004, 45-7186A, 45-13904, 45-690 and 45-691.
4. B01 The source recommended as Unnamed Stream is also known as Antelope Spring Creek.
5. N08 The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.
6. K06 This right is limited to the irrigation of 160 acres within the place of use described above in a single irrigation season.
7. N05 The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.
8. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

Decreed Date: 5/6/2005

Total Acres (for irrigation use)	1863
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**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 45-691

Current Owner: MOO VIEW COW PALACE
Priority Date: 5/1/1882
Origin: Water Right
Status: Active
Basis: Decreed

Source

WHITE CREEK

Tributary

SINKS

Beneficial Use	From	To	Diversion Rate	Annual Volume
IRRIGATION	03/15	11/15	0.8 CFS	
STOCKWATER	03/15	11/15	0.05 CFS	
	Total Diversion		0.85 CFS	

Location of Point(s) of Diversion

WHITE CREEK
CASSIA County

SW1/4NE1/4NW1/4 Sec. 18, Twp 12S, Rge 24E B.M.

Place of Use

IRRIGATION Within CASSIA County

T11S R24E S31		SENE	40.00
T11S R24E S31		NWSE	40.00
T11S R24E S31		SESE	40.00
T11S R24E S32		NWNE	39.00
T11S R24E S32		SENE	39.00
T11S R24E S32		NWNW	39.00
T11S R24E S32		SENW	39.00
T11S R24E S32		SWSW	40.00
T11S R24E S32		NWSE	40.00
T11S R24E S33		NWNW	40.00
T11S R24E S33		SENW	40.00
T12S R23E S12		NWNE	15.00
T12S R23E S12		SENE	40.00
T12S R23E S12		NESE	8.00
T12S R24E S5	Lot 3	NENW	33.00
T12S R24E S5		SWNW	37.00
T12S R24E S5		NESW	7.00
T12S R24E S6	Lot 1	NENE	39.00
T12S R24E S6		SWNE	39.00
T12S R24E S6	Lot 3	NENW	41.00
T12S R24E S6	Lot 5	SWNW	38.00
T12S R24E S6		NESW	41.00

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T11S R24E S31		NENE	40.00	T12S R24E S6	Lot 7	SWSW	38.00
T11S R24E S31		NESE	40.00	T12S R24E S6		NESE	40.00
T11S R24E S31		SWSE	40.00	T12S R24E S6		SWSE	30.00
T11S R24E S32		NENE	39.00	T12S R24E S7	Lot 1	NWNW	25.00
T11S R24E S32		SWNE	39.00				
T11S R24E S32		NENW	39.00				
T11S R24E S32		SWNW	39.00				
T11S R24E S32		NWSW	40.00				
T11S R24E S32		NESE	40.00				
T11S R24E S33		NENW	40.00				
T11S R24E S33		SWNW	40.00				
T12S R23E S12		NENE	21.00				
T12S R23E S12		SWNE	6.00				
T12S R23E S12		NESW	34.00				
T12S R23E S12		NWSE	34.00				
T12S R24E S5	Lot 4	NWNW	33.00				
T12S R24E S5		SENW	33.00				
T12S R24E S5		NWSW	37.00				
T12S R24E S6	Lot 2	NWNE	39.00				
T12S R24E S6		SENE	39.00				
T12S R24E S6	Lot 4	NWNW	38.00				
T12S R24E S6		SENW	41.00				
T12S R24E S6	Lot 6	NWSW	38.00				
T12S R24E S6		SESW	40.00				
T12S R24E S6		NWSE	40.00				
T12S R24E S6		SESE	30.00				
T12S R24E S7	Lot 2	SWNW	17.00				

Total Acres: 1863

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STOCKWATER Within CASSIA County

T11S R24E S31		NENE	T11S R24E S31		SENE
T11S R24E S31		NESE	T11S R24E S31		NWSE
T11S R24E S31		SWSE	T11S R24E S31		SESE
T11S R24E S32		NENE	T11S R24E S32		NWNE
T11S R24E S32		SWNE	T11S R24E S32		SENE
T11S R24E S32		NENW	T11S R24E S32		NWNW
T11S R24E S32		SWNW	T11S R24E S32		SENE
T11S R24E S32		NWSW	T11S R24E S32		SWSW
T11S R24E S32		NESE	T11S R24E S32		NWSE
T11S R24E S33		NENW	T11S R24E S33		NWNW
T11S R24E S33		SWNW	T11S R24E S33		SENE
T12S R23E S12		NENE	T12S R23E S12		NWNE
T12S R23E S12		SWNE	T12S R23E S12		SENE
T12S R23E S12		NESW	T12S R23E S12		NESE
T12S R23E S12		NWSE	T12S R24E S5	Lot 3	NENW
T12S R24E S5	Lot 4	NWNW	T12S R24E S5		SWNW
T12S R24E S5		SENE	T12S R24E S5		NESW
T12S R24E S5		NWSW	T12S R24E S6	Lot 1	NENE
T12S R24E S6	Lot 2	NWNE	T12S R24E S6		SWNE
T12S R24E S6		SENE	T12S R24E S6	Lot 3	NENW
T12S R24E S6	Lot 4	NWNW	T12S R24E S6	Lot 5	SWNW
T12S R24E S6		SENE	T12S R24E S6		NESW
T12S R24E S6	Lot 6	NWSW	T12S R24E S6	Lot 7	SWSW
T12S R24E S6		SESW	T12S R24E S6		NESE
T12S R24E S6		NWSE	T12S R24E S6		SWSE
T12S R24E S6		SESE	T12S R24E S7	Lot 1	NWNW
T12S R24E S7	Lot 2	SWNW			

Conditions of Approval:

1. N05 The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.
2. K06 This right is limited to the irrigation of 193 acres within the place of use described above in a single irrigation season.
3. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
4. When combined the following rights shall provide no more than .02 cfs per acre nor more than 4 afa per acre. Combined right nos. 45-7004, 45-7186A, 45-13904, 45-690 and 45-691.
5. C05 Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.
6. N08 The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.
7. Use of the rights listed below is limited to the irrigation of a combined total of 1863 acres in a single irrigation season. Combined right nos. 45-7004, 45-7186A, 45-13904, 45-690 and 45-691.



Page _____ of _____

Decreed Date: 5/6/2005

Total Acres (for irrigation use)	1863
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Page _____ of _____

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

Current Water Right No.: 45-7004

Current Owner: MOO VIEW COW PALACE
Priority Date: 9/6/1967
Origin: Water Right
Status: Active
Basis: Decreed

Source

Tributary

GROUND WATER

Beneficial Use	From	To	Diversion Rate	Annual Volume
IRRIGATION	04/01 to 10/31		6.4 CFS	1280 AF
	Total Diversion		6.4 CFS	1280 AF

Location of Point(s) of Diversion

GROUND WATER	NE1/4NE1/4NE1/4	Sec. 32, Twp 11S, Rge 24E B.M.
CASSIA County		
GROUND WATER	SW1/4SW1/4SW1/4	Sec. 32, Twp 11S, Rge 24E B.M.
CASSIA County		
GROUND WATER	NW1/4NW1/4NW1/4	Sec. 32, Twp 11S, Rge 24E B.M.
CASSIA County		

Place of Use

IRRIGATION Within CASSIA County

T11S R24E S31	NENE	40.00	T11S R24E S31	SENE	40.00
T11S R24E S31	NESE	40.00	T11S R24E S31	NWSE	40.00
T11S R24E S31	SWSE	40.00	T11S R24E S31	SESE	40.00
T11S R24E S32	NWSW	40.00	T11S R24E S32	SWSW	40.00

Total Acres: 320

Page _____ of _____

Conditions of Approval:

1. Use of the rights listed below is limited to the irrigation of a combined total of 1863 acres in a single irrigation season. Combined right nos. 45-7004, 45-7186A, 45-13904, 45-690 and 45-691.
2. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
3. When combined the following rights shall provide no more than .02 cfs per acre nor more than 4 afa per acre. Combined right nos. 45-7004, 45-7186A, 45-13904, 45-690 and 45-691.
4. 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 October 31 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.

Decreed Date: 5/13/2005

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

Current Water Right No.: 45-7186A

Current Owner: MOO VIEW COW PALACE
Priority Date: 12/7/1974
Origin: Water Right
Status: Active
Basis: Decreed

Source

Tributary

GROUND WATER

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	03/15 to 11/15	6.12 CFS	2208 AF
	Total Diversion	6.12 CFS	2208 AF

Location of Point(s) of Diversion

GROUND WATER	NW1/4NW1/4	Sec. 32,	Twp 11S,	Rge 24E B.M.
CASSIA County				
GROUND WATER	NW1/4NW1/4	Sec. 32,	Twp 11S,	Rge 24E B.M.
CASSIA County				

Place of Use

IRRIGATION Within CASSIA County

T11S R24E S32	NENE	39.00	T11S R24E S32	NWNE	39.00
T11S R24E S32	SWNE	39.00	T11S R24E S32	SENE	39.00
T11S R24E S32	NENW	39.00	T11S R24E S32	NWNW	39.00
T11S R24E S32	SWNW	39.00	T11S R24E S32	SENE	39.00
T11S R24E S32	NESE	40.00	T11S R24E S32	NWSE	40.00
T11S R24E S33	NENW	40.00	T11S R24E S33	NWNW	40.00
T11S R24E S33	SWNW	40.00	T11S R24E S33	SENE	40.00

Total Acres: 552

Conditions of Approval:

- When combined the following rights shall provide no more than .02 cfs per acre nor more than 4 afa per acre. Combined right nos. 45-7004, 45-7186A, 45-13904, 45-690 and 45-691.
- T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
- Use of the rights listed below is limited to the irrigation of a combined total of 1863 acres in a single irrigation season. Combined right nos. 45-7004, 45-7186A, 45-13904, 45-690 and 45-691.



Page _____ of _____

Decreed Date: 5/13/2005

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**.

1. 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.: _____

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments.

Received by J. Cooper Date 1/3/2012 Prelim. Check by _____ Date _____

Fee Paid 3380.00 Date 1/3/2012 Received by J. Cooper Receipt # 5032295

Add'l Fee Paid _____ Date _____ Received by _____ Receipt # _____

Exhibit B
Water Rights Description

ALL	PART	Water Right	Amount		Nature of	Period of Use		Source & Tributary
			cfs	AFA		Use	3/15 to 11/15	
X		45-13981	5.91	1412	353	Irrigation	3/15 to 11/15	Ground Water
X		45-13982	1.04	507.5	163.4	Irrigation	3/15 to 11/15	Ground Water
X		45-2383	9.49	2560	640	Irrigation	3/15 to 11/15	Ground Water
X		45-7118	4.8	960	240	Irrigation	3/15 to 11/15	Ground Water
X		45-7125	3.14	628	157	Irrigation	3/15 to 11/15	Ground Water
X		45-7317	3.35	932	233	Irrigation	3/15 to 11/15	Ground Water
X		45-13904	10.07	3964	991	Irrigation	3/15 to 11/15	Ground Water
	X	45-690	3.2	640	160	Irrigation	3/15 to 11/15	Lunch Crk, Dayley Crk, Unnamed Stream
	X	45-691	0.8	772	193	Irrigation	3/15 to 11/15	White Creek
X		45-7004	6.4	1280	320	Irrigation	4/1 to 10/31	Ground Water
X		45-7186A	6.12	2208	552	Irrigation	3/15 to 11/15	Ground Water
Total			54.32	15863.5	4002.4			

Diversion Limit 53.01 CFS
 Volume Limit 13992 AFA
 Acre Limit 3498 Acres

Exhibit C
POD Descriptions

Lot	1/4	1/4	1/4	SEC.	Twp	Rge	County	Source	Local Name or Tag#
	SW	NW	NE	32	11S	23E	Cassia	Ground Water	
	NW	SW	NW	32	11S	23E	Cassia	Ground Water	
	SW	SW	NW	32	11S	23E	Cassia	Ground Water	
	NE	NE	SW	32	11S	23E	Cassia	Ground Water	
	SW	NW	SW	28	11S	24E	Cassia	Ground Water	
	NW	SW	SW	28	11S	24E	Cassia	Ground Water	
	SW	SW	SW	28	11S	24E	Cassia	Ground Water	
	NE	NE	SE	30	11S	24E	Cassia	Ground Water	
	SE	SE	SE	30	11S	24E	Cassia	Ground Water	
		NE	NE	31	11S	24E	Cassia	Ground Water	
	NW	NW	NW	32	11S	24E	Cassia	Ground Water	
		NW	NW	32	11S	24E	Cassia	Ground Water	
	SE	SE	SE	32	11S	24E	Cassia	Ground Water	
	NE	NE	NE	32	11S	24E	Cassia	Ground Water	
	SW	SW	SW	32	11S	24E	Cassia	Ground Water	
	NE	SE	SE	5	12S	24E	Cassia	Lunch Creek	
	SW	SE	NW	7	12S	24E	Cassia	Unnamed Stream	
	NE	NE	SE	7	12S	24E	Cassia	Dayley Creek	
	SW	NE	NW	18	12S	24E	Cassia	White Creek	
	NW	NE	NE	32	11S	24E	Cassia	Ground Water	
	SE	NW	NW	32	11S	24E	Cassia	Ground Water	Old Well Casings
	SE	SE	SE	26	11S	23E	Cassia	Ground Water	New Well

Exhibit D

PPU Description

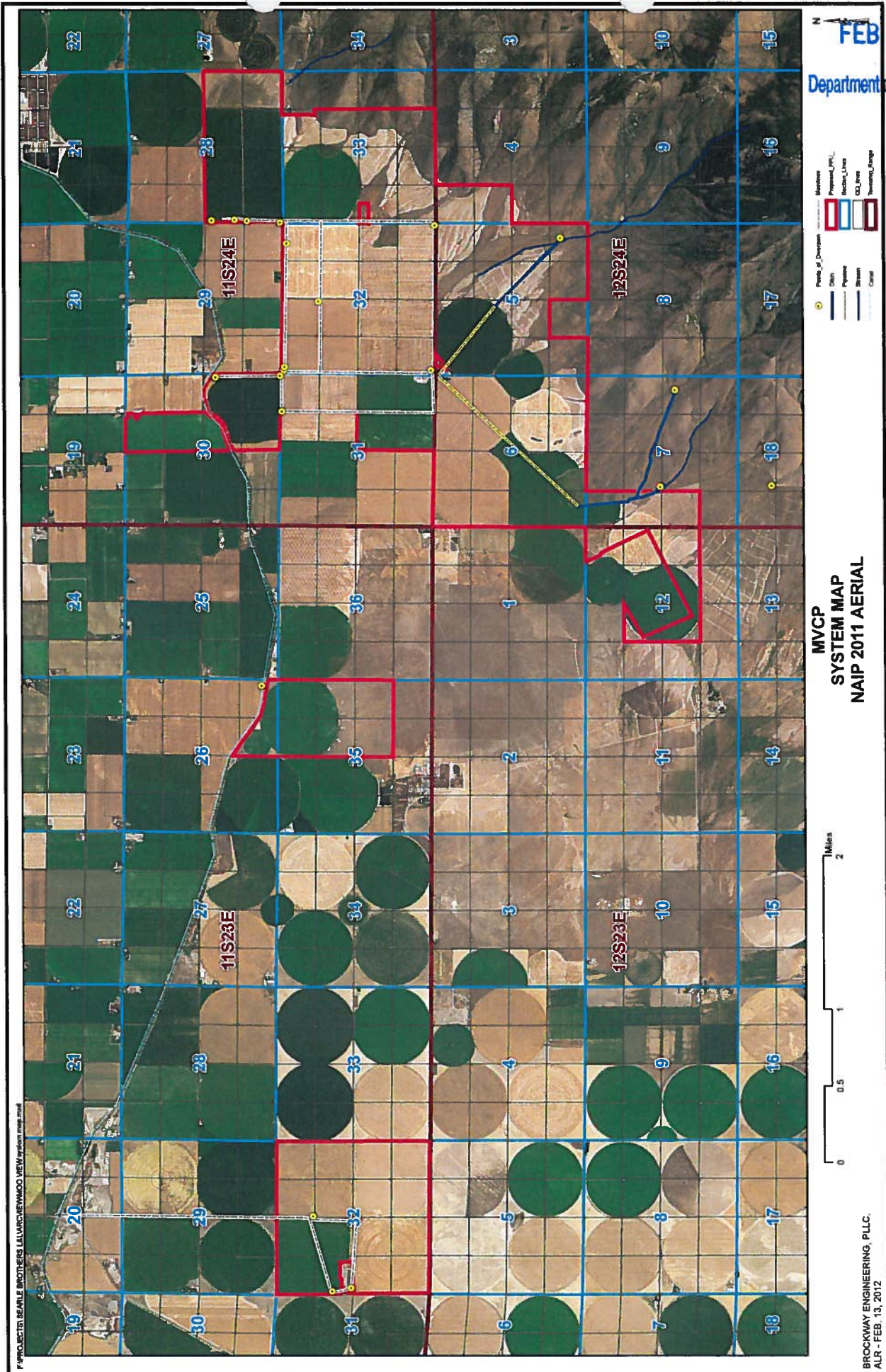
Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Total
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
11S	23E	26														1	33	14	48
		32	39	40	41	40	40	39	30	41	40	40	39	40	40	41	40	39	629
		35	41	41	41	41									41	41			246
11S	24E	28									41	40	39	41	40	40	41	41	323
		30		40	41										37	37	40	40	235
		31	40			40									40	40	40	40	240
		32	39	39	39	39	39	39	39	39	40	40	40	40	40	40	40	40	632
		33		35	40		40	40	40	40	40	35	40	40		40	40		470
12S	23E	12	26			13.0				16	26				40	26			147
12S	24E	4						40	39										79
12S	24E	5	40	40	40	39	40	38	39	39	39	40	40		40	40	39	39	592
		6	39	39	39	39	41	38	38	41	41	38	38	40	40	40	40	40	631
		7						37	37			38							112
																			0

Total 4384.0

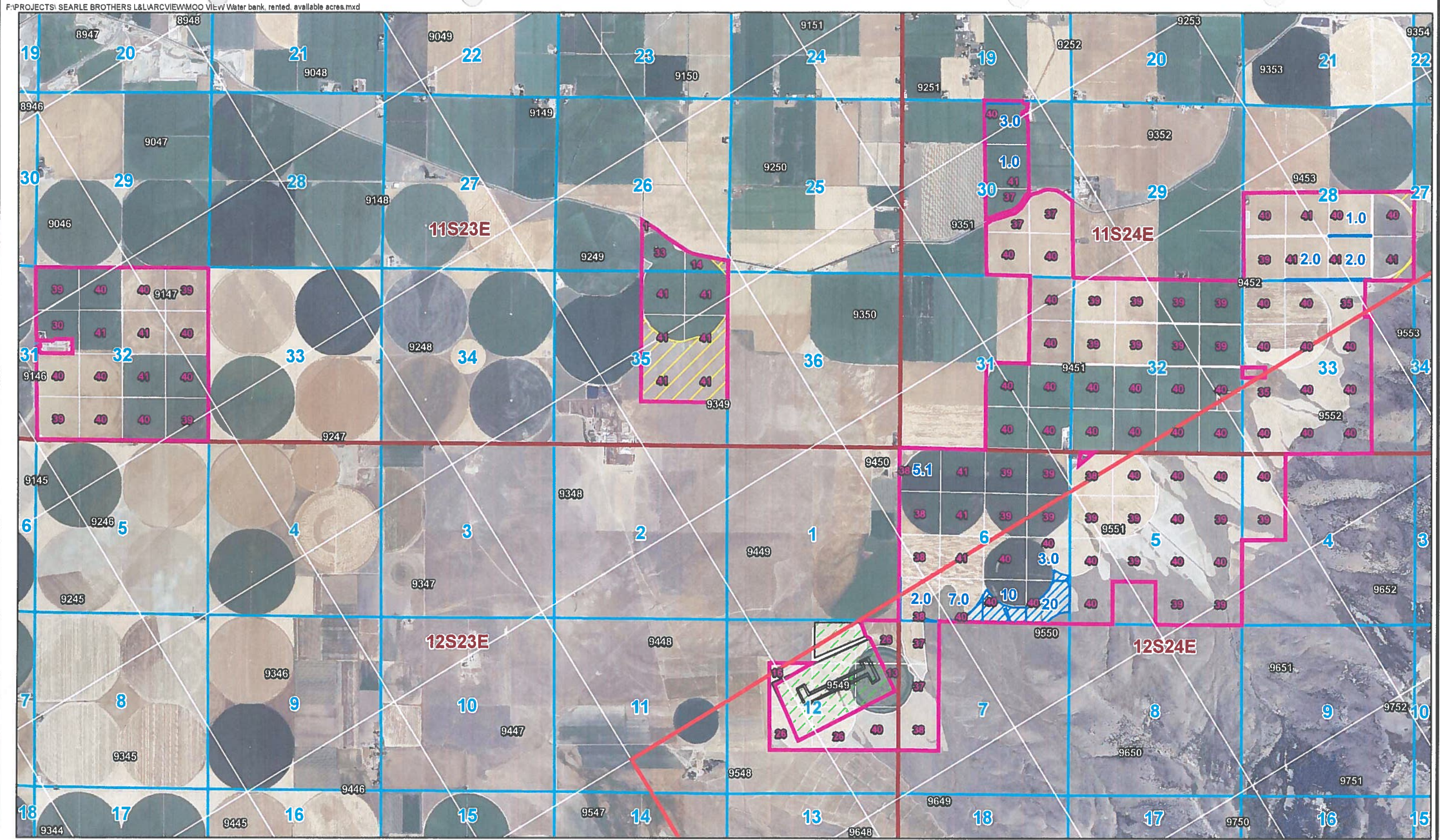
RECEIVED

FEB 23 2012

Department of Water Resources



Distribution System Map submitted 02-23-2012



1 inch equals 2,750 feet

**SEARLE MOO VIEW COW PALACE
WATER BANKED ACRES, RENTED, & AVAILABLE ACRES, WITH PPU & POU
NAIP 2009 AERIAL**

BROCKWAY ENGINEERING, PLLC.
ALR - OCT. 12, 2010
(ZL- 12-2-10)

- Section Lines
- Township Range
- IN Water Bank = 145.3 AC
- Acres Available to Water Bank 55.1 AC
- NEW 2009 IRR PER QO
- 45-13505_88 Acres In & Rented from WB
- Proposed_PPU_2010 = 3.715 acres
- ESPA Model Grid, Row, Column
- espa2_boundary_02_18_09



ENHANCED GROUND-WATER RIGHTS TRANSFER

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE

IDAHO DEPT

Cells this color are
set up for user entries

ENTER STARTING DATE FOR
SIMULATION. THEN PUSH
"UPDATE DATES" BUTTON

TRANSFER NO:

YEAR

1951

TRANSFER NAME:

SEASON

SUMMER

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	92	94		
COLUMN	49	51		

294.0 Acres

4.00

1176.0 AFA

TRIMESTER OF ACTIVITY	TO WELL Projected Use AF/TRIMESTER	FROM1 WELL		FROM2 WELL		FROM3 WELL	
		With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SUM 1951	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1951	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1951	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1952	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1952	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1952	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1953	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1953	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1953	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1954	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1954	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1954	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1955	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1955	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1955	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1956	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1956	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1956	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1957	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1957	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1957	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1958	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1958	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1958	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1959	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1959	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1959	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1960	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1960	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1960	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1961	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1961	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1961	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1962	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1962	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1962	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1963	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1963	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1963	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1964	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1964	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1964	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1965	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1965	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1965	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1966	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1966	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1966	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1967	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1967	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1967	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1968	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1968	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1968	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1969	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1969	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1969	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1970	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1970	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1970	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1971	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1971	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1971	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1972	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1972	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1972	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1973	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1973	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1973	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1974	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1974	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1974	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1975	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1975	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1975	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1976	0.0	392.0	392.0	0.0	0.0	0.0	0.0

ENHANCED GROUND-WATER RIGHTS TRANSFER

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE

IDAHO DEPT

Cells this color are
set up for user entries

ENTER STARTING DATE FOR
SIMULATION. THEN PUSH
"UPDATE DATES" BUTTON

TRANSFER NO:

YEAR

1951

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SUMMER

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	92	94		
COLUMN	49	51		

294.0 Acres

4.00

1176.0 AFA

TRIMESTER OF ACTIVITY	TO WELL Projected Use AF/TRIMESTER	FROM1 WELL		FROM2 WELL		FROM3 WELL	
		With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SUM 1976	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1976	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1977	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1977	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1977	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1978	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1978	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1978	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1979	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1979	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1979	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1980	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1980	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1980	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1981	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1981	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1981	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1982	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1982	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1982	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1983	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1983	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1983	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1984	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1984	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1984	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1985	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1985	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1985	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1986	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1986	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1986	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1987	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1987	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1987	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1988	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1988	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1988	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1989	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1989	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1989	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1990	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1990	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1990	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1991	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1991	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1991	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1992	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1992	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1992	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1993	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1993	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1993	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1994	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1994	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1994	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1995	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1995	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1995	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1996	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1996	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1996	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1997	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1997	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1997	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1998	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1998	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1998	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 1999	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 1999	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 1999	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 2000	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 2000	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 2000	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 2001	0.0	392.0	392.0	0.0	0.0	0.0	0.0

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ENTER STARTING DATE FOR
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"UPDATE DATES" BUTTON

TRANSFER NO:

YEAR: 1951
SEASON: SUMMER

TRANSFER NAME:

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	92	94		
COLUMN	49	51		

294.0 Acres
4.00
1176.0 AFA

TRIMESTER OF ACTIVITY	TO WELL Projected Use AF/TRIMESTER	FROM1 WELL		FROM2 WELL		FROM3 WELL	
		With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SUM 2001	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 2001	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 2002	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 2002	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 2002	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 2003	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 2003	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 2003	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 2004	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 2004	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 2004	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 2005	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 2005	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 2005	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 2006	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 2006	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 2006	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 2007	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 2007	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 2007	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 2008	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 2008	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 2008	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 2009	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 2009	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 2009	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 2010	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 2010	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 2010	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 2011	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 2011	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 2011	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 2012	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2012	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2012	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2013	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2013	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2013	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2014	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2014	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2014	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2015	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2015	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2015	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2016	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2016	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2016	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2017	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2017	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2017	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2018	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2018	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2018	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2019	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2019	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2019	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2020	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2020	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2020	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2021	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2021	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2021	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2022	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2022	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2022	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2023	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2023	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2023	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2024	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2024	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2024	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2025	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2025	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2025	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2026	392.0	0.0	392.0	0.0	0.0	0.0	0.0

ENHANCED GROUND-WATER RIGHTS TRANSFER

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE

IDAHO DEPT

Cells this color are
set up for user entries

ENTER STARTING DATE FOR
SIMULATION. THEN PUSH
"UPDATE DATES" BUTTON

TRANSFER NO:

YEAR

1951

TRANSFER NAME:

SEASON

SUMMER

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	92	94		
COLUMN	49	51		

294.0 Acres

4 00

1176.0 AFA

TRIMESTER OF ACTIVITY	TO WELL	FROM1 WELL		FROM2 WELL		FROM3 WELL	
	Projected Use AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SUM 2026	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2026	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2027	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2027	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2027	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2028	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2028	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2028	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2029	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2029	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2029	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2030	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2030	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2030	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2031	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2031	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2031	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2032	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2032	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2032	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2033	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2033	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2033	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2034	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2034	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2034	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2035	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2035	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2035	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2036	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2036	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2036	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2037	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2037	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2037	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2038	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2038	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2038	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2039	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2039	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2039	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2040	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2040	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2040	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2041	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2041	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2041	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2042	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2042	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2042	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2043	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2043	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2043	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2044	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2044	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2044	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2045	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2045	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2045	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2046	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2046	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2046	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2047	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2047	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2047	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2048	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2048	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2048	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2049	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2049	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2049	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2050	392.0	0.0	392.0	0.0	0.0	0.0	0.0

[illegible]

Evaluation of overall mitigation requirements per reach, Steady State and Transient State, and Off-Setting Benefits (Sum of reach debits only where mitigation is required and credits)

Carry out one way analysis. If reach depletions go up, it is a debit, if they go down, it is a credit. Sum all debits, only where mitigation is required (dark yellow), and all credits (light yellow). Mitigation is required for the full amount of the summed values if greater than zero.

Steady state analysis represents permanent mitigation requirements at future steady state (or last timestep from the ESPAM Transfer Tool model run).

Transient state analysis represents mitigation requirements for the worst or maximum time step in the model run.

Steady State Summary of Modified Stream Depletions Following Transfer(s)										
Impact by Reach (AFT/Triester)										
	Ashton to Rexburg	Heise to Shelley	Shelley to Nr Bickft	Nr Bickft To Neeley	Neeley to Minidoka	Dev. Wbl. To Buhl	Buhl to 1000 Spr	1000 Spr 1000 Spr Ic	Maled Maled	Maled to Bancroft
1	0.0	0.0	-0.1	-0.5	-0.3	0.1	0.0	0.0	0.0	0.0
2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
10	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
11	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
12	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
14	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
15	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
16	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
17	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
18	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
19	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Summary:	0.0	0.0	-0.1	-0.5	-0.3	0.0	0.0	0.0	0.0	0.0

Evaluation of transient state mitigation requirement is not comprehensive across all time steps. Instead this evaluation finds the maximum stream depletion following the start of the transfer and looks at depletion amounts from that time step. In many instances this depletion is greater than the depletion associated with the steady state condition or final time step. This evaluation is merely an indicator of whether transient depletions must be considered, not an indicator of all transient impacts.

Transient State Summary of Modified Stream Depletions Following Transfer(s)										
Impact by Reach (AFT/Triester)										
	Ashton to Rexburg	Heise to Shelley	Shelley to Nr Bickft	Nr Bickft To Neeley	Neeley to Minidoka	Dev. Wbl. To Buhl	Buhl to 1000 Spr	1000 Spr 1000 Spr Ic	Maled Maled	Maled to Bancroft
1	0.0	0.0	-0.1	-0.5	-0.3	0.1	0.0	0.0	0.0	0.0
2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
10	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
11	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
12	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
14	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
15	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
16	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
17	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
18	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
19	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Summary:	0.0	0.0	-0.1	-0.5	-0.3	0.1	0.0	0.0	0.0	0.0

Evaluation of Permanent Mitigation Efforts (non-use, acreage consolidation). In Addition to Off-Setting Transfer Benefits - Steady State Evaluation Only

Set Aside 1 (Non-Use/Desiccation):

WR No.	Div Rate	Con. Vol.	No. of Irr	Priority	POD	Dedicated Vol.	Model
(CFS)	(AFA)		Acres	Date	Location	AFA/ AFT	Node

Non-Use: Proposed Steady State Impacts following Change

Non-Use 1: Worst Case Transient State Impacts following Change

Pre-SS
Post-SS

Pre-TS
Post-TS

Impact by Reach (AFT/Triester)										
	Ashton to Rexburg	Heise to Shelley	Shelley to Nr Bickft	Nr Bickft To Neeley	Neeley to Minidoka	Dev. Wbl. To Buhl	Buhl to 1000 Spr	1000 Spr 1000 Spr Ic	Maled Maled	Maled to Bancroft
Pre-SS										
Post-SS										
Pre-TS										
Post-TS										

Read Me

SS Reach Impacts:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TS Reach Impacts:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Re-evaluation of overall mitigation requirements per reach, Steady State Only (Sum of reach debits only where mitigation is required and credits)

Steady State Summary of Modified Stream Depletions Following Transfer(s)										
Impact by Reach (AFT/Triester)										
	Ashton to Rexburg	Heise to Shelley	Shelley to Nr Bickft	Nr Bickft To Neeley	Neeley to Minidoka	Dev. Wbl. To Buhl	Buhl to 1000 Spr	1000 Spr 1000 Spr Ic	Maled Maled	Maled to Bancroft
Total 1-Way Transfer Depletions:	0.0	0.0	-0.1	-0.5	-0.3	0.0	0.0	0.0	0.0	0.0
Total Mitigation Efforts:	0.0	0.0	-0.1	-0.5	-0.3	0.0	0.0	0.0	0.0	0.0



STATEMENT OF PARTNERSHIP AUTHORITY

(Instructions on back of application)

FILED EFFECTIVE

2006 APR 27 AM 8:47

SECRETARY OF STATE
STATE OF IDAHO

The undersigned partnership hereby files a statement of partnership authority, and submits the following information to the Secretary of State pursuant to Idaho Code § 53-3-303.

1. The name of the partnership is: Moo View Cow Palace
2. The street address of its chief executive office is: 474 East 550 South, Burley, Idaho 83318
3. The street address of one (1) office in Idaho: 474 East 550 South, Burley, Idaho 83318
4. The names and mailing addresses of all partners (attached sheets may be added):

Name	Address
<u>Cloyd R. Searle</u>	<u>474 East 550 South, Burley, Idaho 83318</u>
<u>Kent R. Searle</u>	<u>476 East 600 South, Burley, Idaho 83318</u>
<u>(see attached page for more)</u>	

OR the name and address of the registered agent in Idaho is:

5. The names of the partners authorized to execute an instrument transferring real property held in the name of the partnership:

At least three(3) of these must

execute to transfer:

Cloyd R. Searle

Craig E. Searle

Kelly C. Searle

Kent R. Searle

Clifford L. Searle

6. Signature of at least 2 partners:

1) Cloyd R. Searle

Typed Name Cloyd R. Searle

2) Kent R. Searle

Typed Name Kent R. Searle

3) Craig E. Searle

Typed Name Craig E. Searle

Secretary of State use only

9:30pforms\sgloms\partnershipauth p65
Revised 01/2001

IDAHO SECRETARY OF STATE (cw)
04/27/2006 05:00
CK: 1518 CT: 124811 BH: 951641
1 @ 100.00 = 100.00 PARTN AUT # 2

K 354

Statement of Partnership Authority (added page) for Moo View Cow Palace:

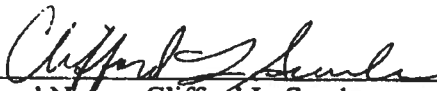
Item #4: Additional names and mailing addresses of partners:

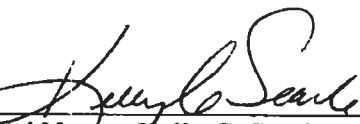
Name	Address
Craig E. Searle	522 East 600 South, Burley, Idaho 83318
Clifford L. Searle	500 East 500 South, Burley, Idaho 83318
Kelly C. Searle	739 South 50 West, Burley, Idaho 83318

Statement of Authority or Limitations: (Idaho Code 53-3-303(a)(2))

In order to contract for any debt or liability exceeding the value of Five Hundred Thousand Dollars (\$500,000.00), at least three of any of the partners named herein this Statement of Partnership Authority must execute the instrument evidencing said debt or liability for it to be deemed to be an authorized debt or liability of the partnership. For any debt or liability of an amount less than Five Hundred Thousand Dollars (\$500,000.00), any one or more of the partners as named herein is authorized to execute the instrument evidencing indebtedness on behalf of the entirety of the partnership.

Item #6. Remaining Signatures of Partners:

4) 
Typed Name Clifford L. Searle

5) 
Typed Name Kelly C. Searle

No. W 71340	Due no later than Feb 28, 2010 Annual Report Form		2. Registered Agent and Address (NO PO BOX)																																										
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE	1. Mailing Address: Correct in this box if needed. MVCP, LLC 474 E 550 S BURLEY ID 83318		CLOYD R SEARLE 474 E 550 S BURLEY ID 83318																																										
			3. <u>New</u> Registered Agent Signature:*																																										
4. Limited Liability Companies: Enter Names and Addresses of at least one Member or Manager. <table border="1"> <thead> <tr> <th>Office Held</th> <th>Name</th> <th>Street or PO Address</th> <th>City</th> <th>State</th> <th>Country</th> <th>Postal Code</th> </tr> </thead> <tbody> <tr> <td>MANAGER</td> <td>CLOYD R SEARLE</td> <td>474 E 550 S</td> <td>BURLEY</td> <td>ID</td> <td>USA</td> <td>83318</td> </tr> <tr> <td>MANAGER</td> <td>KENT R SEARLE</td> <td>476 E 600 S</td> <td>BURLEY</td> <td>ID</td> <td>USA</td> <td>83318</td> </tr> <tr> <td>MANAGER</td> <td>CRAIG E SEARLE</td> <td>522 E 600 S</td> <td>BURLEY</td> <td>ID</td> <td>USA</td> <td>83318</td> </tr> <tr> <td>MANAGER</td> <td>CLIFFORD L SEARLE</td> <td>500 E 500 S</td> <td>BURLEY</td> <td>ID</td> <td>USA</td> <td>83318</td> </tr> <tr> <td>MANAGER</td> <td>KELLY C SEARLE</td> <td>739 S 50 W</td> <td>BURLEY</td> <td>ID</td> <td>USA</td> <td>83318</td> </tr> </tbody> </table>				Office Held	Name	Street or PO Address	City	State	Country	Postal Code	MANAGER	CLOYD R SEARLE	474 E 550 S	BURLEY	ID	USA	83318	MANAGER	KENT R SEARLE	476 E 600 S	BURLEY	ID	USA	83318	MANAGER	CRAIG E SEARLE	522 E 600 S	BURLEY	ID	USA	83318	MANAGER	CLIFFORD L SEARLE	500 E 500 S	BURLEY	ID	USA	83318	MANAGER	KELLY C SEARLE	739 S 50 W	BURLEY	ID	USA	83318
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MANAGER	KELLY C SEARLE	739 S 50 W	BURLEY	ID	USA	83318																																							
5. Organized Under the Laws of: ID W 71340	6. Annual Report must be signed.* Signature: Cloyd R. Searle Name (type or print): Cloyd R. Searle																																												
Processed 12/22/2009	Date: 12/22/2009 Title: Manager * Electronically provided signatures are accepted as original signatures.																																												

BURLEY IRRIGATION DISTRICT
246 E 100 S
BURLEY IDAHO 83318

208 678-2511 FAX 208 678-3723

September 22, 2010

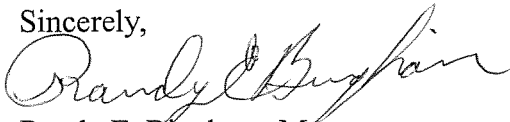
Department of Water Resources
Boise ID

Concerning: Transport Agreement for Moo View Cow Palace

To whom it may concern:

Kent Searle, under the name of Moo View Cow Palace and Moo View LLC, has requested a letter to confirm the fact that Moo View Cow Palace has a Transport Agreement with Burley Irrigation District (BID) that will allow him to put water into the BID J-Canal and have it transported down stream from their input point. They have had a contract with the District since the year 2000 that has been used on various occasions. The present Agreement was for five years and expires on December 31, 2011. The Board of Directors has renewed other agreements in the past for additional five year terms when asked.

Sincerely,

A handwritten signature in cursive script, appearing to read "Randy E. Bingham".

Randy E. Bingham, Manager
Burley Irrigation District

WATER TRANSPORT AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of January, 2007 by and between MOO VIEW COW PALACE of Cassia County. 474 E 550 S, Burley, Idaho, hereinafter referred to as "Users" and Burley Irrigation District, an irrigation district duly organized under the laws of the State of Idaho, with its principal office in Burley, County of Cassia, State of Idaho, hereinafter referred to as "District."

W I T N E S S E T H :

WHEREAS, Landowner is the owner of certain real property located outside the boundaries of the District, described as follows, to-wit:

TOWNSHIP	RANGE	SECTION	1/4 OF 1/4	LOT	ACRES
11 S	23 E	26	W $\frac{1}{2}$ SEX & SEX SEX		55
11 S	23 E	35	NEX		160
11 S	24 E	28	SW $\frac{1}{4}$ & SEX		320
11 S	24 E	30	SEX & W $\frac{1}{2}$ NEX		23 $\frac{1}{2}$
11 S	24 E	32	E $\frac{1}{2}$ SW $\frac{1}{4}$ & S $\frac{1}{2}$ SEX		160
11 S	23 E	32			640

Containing 1572 irrigable acres: and,

Whereas, landowner has certain groundwater rights appurtenant to the above-described real property, which rights are described as follows, to wit:

Renumbered 45-13782

License No. : 45-07118, 45-07125, 45-07317, 45-2383
Date of Priority: 1/8/73 1/31/73 7/11/77 6/14/51
Rate of Diversion: 11.02 cfs= 2520 AF
Point of Diversion: SEE ATTACHED
Acres irrigable under said right: 1270; and

WHEREAS, Landowner desires the District to transport water diverted under the above-described right(s) through an existing canal of District for use on the lands of Landowner above-described: and,

WHEREAS, the District has, from time to time, additional capacity within said canal that could be used for the delivery of water to landowners outside of the District; and,

#30
9.49 x 6000
WHEREAS, User desires the District to transport not more than 1100 gallons per minute of groundwater diverted by Users through the existing J Canal(s) of the District to a point on the J Canal of the District where said water will be diverted

POINT OF DIVERSION

NW½SW¼	Sec 28	T11S	R24E
SW½SW¼	Sec 28	T11S	R24E
SE½SE¼	Sec 30	T11S	R24E
SE½SE¼	Sec 32	T11S	R24E

to Users water distribution system, the point of diversion into and from said canal being described as follows:

INTO: the J canal at the NE4 NE4 SE4 of Sec. 30 T11 Rq 24

FROM: the J canal at the SE4 SE4 of Sec. 26 T 12 Rq 23

and,

WHEREAS, DISTRICT is the owner of the J Canal which is a part of the facilities of the District for the transmission of decreed and storage waters for use on lands within the boundaries of said District and is willing to transport water for Users under the terms herein contained.

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. For and in consideration of the covenants herein contained, Burley Irrigation District does hereby agree to transport water diverted by Users into the District's Canal from the point where said water is diverted into the J Canal to the point where said water will be diverted from the J Canal to Users, less two percent 2% transportation loss, in an amount not greater than 1100 gallons per minute. Transportation loss may be adjusted from time to time during the term of this agreement when it is determined by the district that the actual loss is greater or less than herein provided.

2. Users are not to exceed the rate of diversion provided in Landowner's water rights hereinabove described and actually diverted into the District's canal, less losses for seepage and evaporation as hereinafter provided, for the irrigation of Landowner's lands above described.

3. Users shall construct and maintain at his sole cost and expense, all pipelines, pumps, headgates and other structures or other improvements necessary to divert water into the District's Canal and to redivert said water from the District's Canal, less transportation loss as hereinafter provided, and District assumes no responsibilities of whatsoever kind or nature for said water after it leaves the District's canal at the point of delivery above-described to Users. Users further hereby agrees to hold District harmless from all claims of whatsoever kind or nature arising from the transportation and use of said water by Users from the point of delivery from the District's canal.

4. The right of Users under the terms of this agreement is subordinated to all existing and prior right for the transportation of water of the District and Minidoka Irrigation District in and through said Canals, and the right granted herein is granted only so long as there is sufficient additional capacity in the District's Canal beyond the needs and uses of the District and Minidoka Irrigation District to transport said water of Users. The determination of the availability of additional capacity in the Canal shall be the sole determination of District. In the event there is no additional capacity in the Canal for the transportation of said water under this agreement, Users agrees to construct at his sole expense any additional carrying capacity in the Canal, or to immediately cease diverting water into the Canal for transportation under this agreement. In the event Users decides to forego the use of the Canal when there is no additional capacity, this Agreement may be terminate at the request of ether District or Users.

5. Users shall be required to provide and maintain adequate measuring devices to measure the total quantity of water diverted into the District's Canal and the water diverted from the Canal by Users. Under no condition shall Users be entitled to withdraw or divert from the Canal under this agreement, a quantity of water in excess of the quantity of water diverted into the Canal by Users under the terms hereof, less transportation losses. No water may be diverted into the Canal by Users or diverted from the Canal by Users under this agreement without first providing to the District twenty-four (24) hours notice as to the diversion into the Canal and the amount to be diverted therein and the amount to be diverted from the Canal, and the diversion rate thereof.

6. In the event Users shall, upon notice, divert more water into the Canal, less transportation loss, than Users diverts from the Canal, the District will not grant to Users credit for such excess water.

7. Water Transportation for Landowner by the District under this agreement shall be limited to those periods of time in which the District is delivering water through its facilities for the irrigation of lands within the District.

8. For and in consideration of the transportation of water by the District, User does hereby agree to pay to the District, for the transportation of said water, a minimum monthly service fee of One Hundred Dollars (\$100.00) per month and the sum of \$1.00 for each acre-foot diverted from the Canal by Users. Said acre-foot charge shall be computed monthly, and Users shall pay to the District the transportation fee due within ten (10) days after

receipt from the District showing the amount diverted by Users in the previous month under this Transportation Agreement.

9. No water rights, transmission rights, or ditch rights in the facilities of District shall accrue to Users by reason of this Agreement, the rights of Users being fully contained herein, and User does hereby waive any other claims he may have.

10. This Agreement shall be for a term of five (5) irrigation season, beginning on date hereof, and shall remain in full force and effect until December 31 2011, unless terminated as hereinafter provided.

11. Failure to pay all charges agreed to be paid by Users when due shall be considered a material breach of this Agreement. Failure of Users to accurately measure the water diverted into the District's Canal for transportation and the water diverted from the Canal by Users shall constitute a material breach of this Agreement. Any material breach of this Agreement shall constitute grounds for the District to terminate this Agreement upon mailing to Users at his address hereinabove provided, a ten (10) day notice of said breach and the intent of the District to terminate the agreement.

12. In the event the District is required to file suit to collect any past due charges under this agreement or to remedy any other breach of this agreement, Users hereby agrees to pay all costs and attorneys fees incurred by the District in the enforcement of this agreement.

13. It is mutually understood and agreed by the parties hereto that this Agreement is not assignable, and no transfer of this Agreement shall be recognized by the parties hereto.

14. This Agreement constitutes the full agreement of parties hereto and no amendments may be made hereto unless in writing, duly signed by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hand the day and year first above written.

BURLEY IRRIGATION DISTRICT

By: Dean Edga
President

ATTEST;

Linda McLeach
Secretary

Users

Moo View Cow Palace
Scott R. Seane
Users

IRRIGATION SYSTEM AND WATER USE AGREEMENT

This Agreement is made this 22 day of December, 2011 between:

MVCP: MVCP, LLC, an Idaho Limited Liability Company, whose members and managers are Cloyd R. Searle, Kent R. Searle, Craig E. Searle, Clifford L. Searle, and Kelly C. Searle.

MOO VIEW: Moo View Cow Palace, an Idaho partnership, whose partners are Cloyd R. Searle and Gwendolyn F. Searle, husband and wife, Kent R. Searle and Marilyn Searle, husband and wife, Craig E. Searle and Beverly J. Searle, husband and wife, Clifford L. Searle and Terri Louise Searle, husband and wife, Kelly C. Searle and Shawna Searle, husband and wife.

RAYMOND: Raymond Clayson Searle and Sharol Joy Searle, husband and wife.

CLOYD: Cloyd R. Searle and Gwendolyn F. Searle, husband and wife.

CLOYD TRUST: Cloyd R. Searle Family Trust dated November 29, 1994, whose Trustees are Cloyd R. Searle and Gwendolyn F. Searle.

KELLY: Kelly C. Searle and Shawna Searle, husband and wife.

KELLY TRUST: The Kelly C. Searle Family Trust dated April 28, 1994, whose Trustees are Kelly C. Searle and Shawna Searle.

CRAIG: Craig E. Searle and Beverly J. Searle, husband and wife.

CRAIG TRUST: The Craig E. Searle Family Trust dated January 18, 1995, whose Trustees are Craig E. Searle and Beverly J. Searle.

CLIFFORD: Clifford L. Searle and Terri Louise Searle, husband and wife.

CLIFFORD TRUST: The Clifford L. Searle Family Trust dated January 2, 1998, whose Trustees are Clifford L. Searle and Terri Louise Searle.

KENT: Kent R. Searle and Marilyn Searle, husband and wife.

KENT TRUST: The Kent R. Searle Family Trust dated August 23, 1994, whose Trustees are Kent R. Searle and Marilyn Searle.

RECITALS

The numbers of the water rights referred to in this Agreement are those numbers assigned by the Idaho Department of Water Resources. The water rights subject to this Agreement are:

.1 The following water rights owned by Cloyd, Kent, Clifford, Craig, Raymond, and Kelly:

45-13981

45-13982

45-7118

45-7125

45-7317

.2 The following water right owned by Cloyd, Kent, Clifford, Craig, Raymond and Kelly:

45-2383

.3 The following water rights owned by MVCP:

45-13904

45-690

45-691

45-7004

45-7186A

For the purposes of this Agreement, all of the above described water rights shall be referred to as "water rights".

The real property subject to this Agreement is as follows:

- That real property owned by Raymond described on Exhibit A attached.
- That real property owned by the Cloyd Trust described on Exhibit B attached.
- That real property owned by the Craig Trust described on Exhibit C attached.
- That real property owned by the Clifford Trust described on Exhibit D attached.
- That real property owned by the Kent Trust described on Exhibit E attached.

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3 - That real property owned by the Kelly Trust described on Exhibit F attached.

4 - That real property owned by MVCP described on Exhibit G attached.

5 For the purposes of this Agreement, all of the foregoing real property shall be referred to as
6 "real property".

7 The above described owners of the water rights and real property operate a common irrigation
8 system. The owners of the real property and water rights desire to amend the places of use of the water
9 rights so that all of the water rights can be used for irrigation on all of the real property.

10 The parties desire to set forth their agreement in writing.

11 Based upon the foregoing which constitutes substantial and material consideration for this
12 Agreement and for other consideration received but not recited, the parties agree:

13 1. **OWNERSHIP OF REAL PROPERTY:** Nothing in this Agreement affects the ownership
14 of the real property and the ownership of the real property shall remain as described above.

15 2. **OWNERSHIP OF WATER RIGHTS:** Cloyd, Kent, Clifford, Craig, and Kelly agree to
16 file forms and documents as required by the Idaho Department of Water Resources in order to transfer
17 ownership of the water rights in each of their names into the name of each named person's respective
18 Trust.

19 3. **PLACE OF USE:** All parties agree that the place of use of the water rights shall be all of
20 the real property described on Exhibits A through G.

21 4. **APPLICATION TO DEPARTMENT OF WATER RESOURCES:** The parties shall
22 cooperate with one another in making an application for change in place of use with the Idaho
23 Department of Water Resources, to conform with this Agreement.

24 5. **MANAGEMENT OF IRRIGATION SYSTEM:** The irrigation system located on the
25 real property and the delivery of water to the real property shall be managed by MVCP. The costs
26 incurred in the management of the irrigation system and maintenance of the irrigation system shall be
27 as set forth in leases entered into between the owners of the real property and Moo View.

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3 6. **PERPETUAL AGREEMENT:** This Agreement shall commence the date of signing by all
4 parties and shall be perpetual in time unless terminated as provided herein.

5 7. **TERMINATION OF AGREEMENT:** Any owner of a water right and/or real property
6 may terminate that owner's participation in this Agreement by notifying all other parties, in writing, of
7 said termination. Termination may not take place between March 1st and November 30th of any year.
8 In the event of termination, the terminating owner must:

9 7.1. Reach an agreement with all other owners concerning financial reimbursement to
10 be made as a result of costs incurred in the maintenance and management of the irrigation system.

11 7.2. Apply to the Idaho Department of Water Resources for a change in place of use of
12 the owner's water rights. All costs of application shall be paid by the terminating owner.

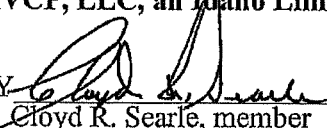
13 7.3. Termination shall not be effective until the Idaho Department of Water Resources
14 approves the proposed change in place of use.

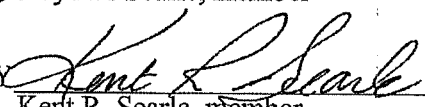
15 Termination of this Agreement by one owner shall not effect this Agreement as to the
16 remaining owners.

17 8. **HEIRS AND SUCCESSORS BOUND:** This Agreement shall be binding upon the
18 successors, heirs, personal representatives, and assigns of the parties hereto.

19 9. **ATTORNEY'S FEES:** The prevailing party in any suit or action arising under this
20 Agreement for the enforcement or interpretation thereof shall be entitled, in addition to all costs and
21 damages that might be awarded, such further sum as shall be determined a reasonable attorney's fee for
22 the prosecution of or the defense of such action.

23 **MVCP, LLC, an Idaho Limited Liability Company**

24
25 BY 
Cloyd R. Searle, member

26
27 BY 
Kent R. Searle, member

BY Craig E. Searle
Craig E. Searle, member

BY Clifford L. Searle
Clifford L. Searle, member

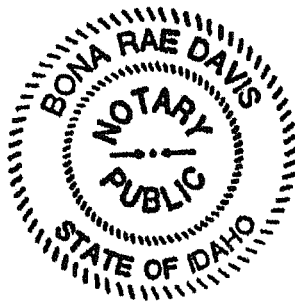
BY Kelly C. Searle
Kelly C. Searle, member

STATE OF IDAHO

County of Cassia

} ss

On this 21st day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **CLOYD R. SEARLE, KENT R. SEARLE, CRAIG E. SEARLE, CLIFFORD L. SEARLE, and KELLY C. SEARLE**, known or identified to me to be the members of MVCP, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.



Bona Rae Davis
Notary Public for Idaho
Residing at Burley
My commission expires on 7/5/2014

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Raymond Clayson Searle
Raymond Clayson Searle

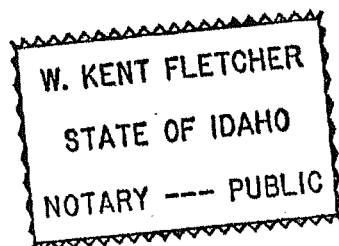
Sharol Joy Searle
Sharol Joy Searle

STATE OF IDAHO

County of Cassia

} ss

On this 22 day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **RAYMOND CLAYSON SEARLE and SHAROL JOY SEARLE**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

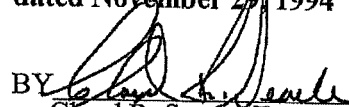


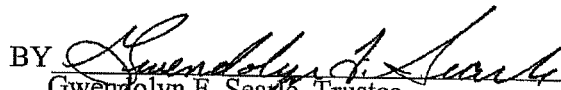
W. Kent Fletcher
Notary Public for Idaho
Residing at Burley
My commission expires on 10-13-16


Cloyd R. Searle


Gwendolyn F. Searle

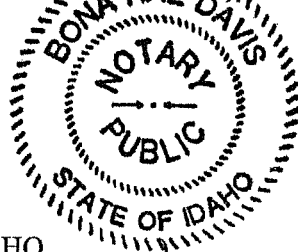
The Cloyd R. Searle Family Trust
dated November 29, 1994

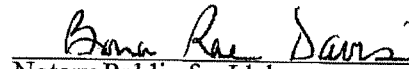
BY 
Cloyd R. Searle, Trustee

BY 
Gwendolyn F. Searle, Trustee

STATE OF IDAHO }
County of Cassia } ss

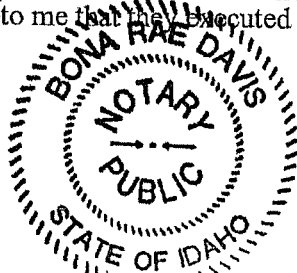
On this 20th day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **CLOYD R. SEARLE and GWENDOLYN F. SEARLE**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

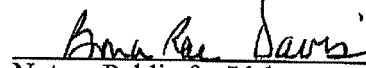



Notary Public for Idaho
Residing at Burley
My commission expires on 7/5/2014

STATE OF IDAHO }
County of Cassia } ss

On this 20th day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **CLOYD R. SEARLE and GWENDOLYN F. SEARLE**, known or identified to me to be the person whose name is subscribed to the within instrument as Trustees of The Cloyd R. Searle Family Trust dated November 29, 1994 and acknowledged to me that they executed the same as such Trustees.




Notary Public for Idaho
Residing at Burley
My commission expires on 7/5/2014

Kelly C. Searle
Kelly C. Searle

Shawna Searle
Shawna Searle

The Kelly C. Searle Family Trust dated April 28, 1994

BY Kelly C. Searle
Kelly C. Searle, Trustee

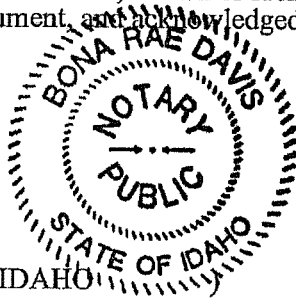
BY Shawna Searle
Shawna Searle, Trustee

STATE OF IDAHO

County of Cassia

} ss

On this 21st day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **KELLY C. SEARLE** and **SHAWNA SEARLE**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Bona Rae Davis

Notary Public for Idaho

Residing at Burley

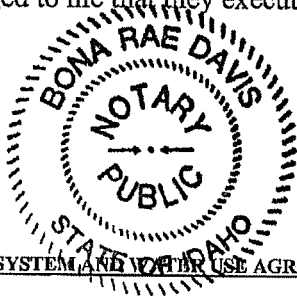
My commission expires on 7/5/2014

STATE OF IDAHO

County of Cassia

} ss

On this 21st day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **KELLY C. SEARLE** and **SHAWNA SEARLE**, known or identified to me to be the person whose name is subscribed to the within instrument as Trustees of The Kelly C. Searle Family Trust dated April 28, 1994 and acknowledged to me that they executed the same as such Trustees.



Bona Rae Davis

Notary Public for Idaho

Residing at Burley

My commission expires on 7/5/2014

Craig E. Searle
Craig E. Searle

Beverly J. Searle
Beverly J. Searle

The Craig E. Searle Family Trust
dated January 18, 1995

BY Craig E. Searle
Craig E. Searle, Trustee

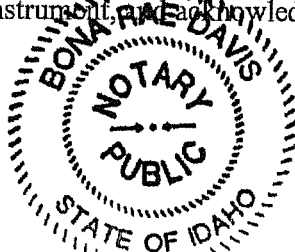
BY Beverly J. Searle
Beverly J. Searle, Trustee

STATE OF IDAHO

County of Cassia

ss

On this 20th day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **CRAIG E. SEARLE and BEVERLY J. SEARLE**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Bona Rae Davis

Notary Public for Idaho

Residing at Burley

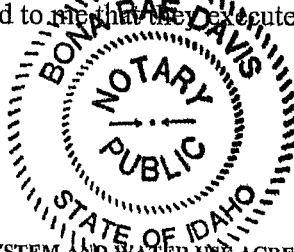
My commission expires on 7/5/2014

STATE OF IDAHO

County of Cassia

ss

On this 20th day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **CRAIG E. SEARLE and BEVERLY J. SEARLE**, known or identified to me to be the person whose name is subscribed to the within instrument as Trustees of The Craig E. Searle Family Trust dated January 18, 1995 and acknowledged to me that they executed the same as such Trustees.



Bona Rae Davis

Notary Public for Idaho

Residing at Burley

My commission expires on 7/5/2014

Clifford L. Searle
Clifford L. Searle

Terri Louise Searle
Terri Louise Searle

**The Clifford L. Searle Family Trust
dated January 2, 1998**

BY Clifford L. Searle
Clifford L. Searle, Trustee

BY Terri Louise Searle
Terri Louise Searle, Trustee

STATE OF IDAHO

County of Cassia

} ss

On this 21st day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **CLIFFORD L. SEARLE and TERRI LOUISE SEARLE**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



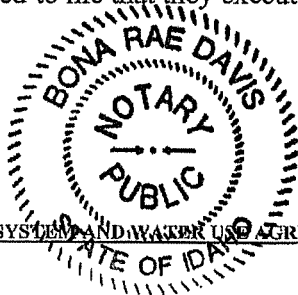
Bona Rae Davis
Notary Public for Idaho
Residing at Burley
My commission expires on 7/5/2014

STATE OF IDAHO

County of Cassia

} ss

On this 21st day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **CLIFFORD L. SEARLE and TERRI LOUISE SEARLE**, known or identified to me to be the person whose name is subscribed to the within instrument as Trustees of The Clifford L. Searle Family Trust dated January 2, 1998 and acknowledged to me that they executed the same as such Trustees.



Bona Rae Davis
Notary Public for Idaho
Residing at Burley
My commission expires on 7/5/2014

Kent R. Searle
Kent R. Searle

Marilyn Searle
Marilyn Searle

**The Kent R. Searle Family Trust
dated August 23, 1994**

BY Kent R. Searle
Kent R. Searle, Trustee

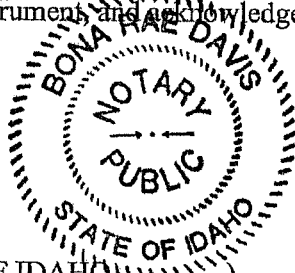
BY Marilyn Searle
Marilyn Searle, Trustee

STATE OF IDAHO

County of Cassia

SS

On this 21st day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **KENT R. SEARLE and MARILYN SEARLE**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



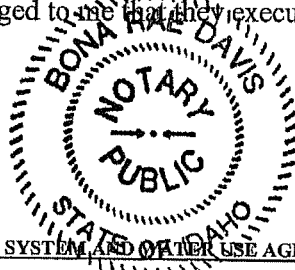
Bona Rae Davis
Notary Public for Idaho
Residing at Burley
My commission expires on 7/5/2014

STATE OF IDAHO

County of Cassia

SS

On this 21st day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **KENT R. SEARLE and MARILYN SEARLE**, known or identified to me to be the person whose name is subscribed to the within instrument as Trustees of The Kent R. Searle Family Trust dated August 23, 1994 and acknowledged to me that they executed the same as such Trustees.



Bona Rae Davis
Notary Public for Idaho
Residing at Burley
My commission expires on 7/5/2014

Moo View Cow Palace, an Idaho partnership

BY Cloyd R. Searle
Cloyd R. Searle, partner

BY Gwendolyn F. Searle
Gwendolyn F. Searle, partner

BY Kent R. Searle
Kent R. Searle, partner

BY Marilyn Searle
Marilyn Searle, partner

BY Craig E. Searle
Craig E. Searle, partner

BY Beverly J. Searle
Beverly J. Searle, partner

BY Clifford L. Searle
Clifford L. Searle, partner

BY Terri Louise Searle
Terri Louise Searle, partner

BY Kelly C. Searle
Kelly C. Searle, partner

BY Shawna Searle
Shawna Searle, partner

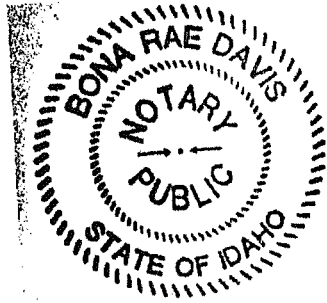
STATE OF IDAHO

County of Cassia

} ss

On this 21st day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **CLOYD R. SEARLE, GWENDOLYN F.**

1
2
3 SEARLE, KENT R. SEARLE, MARILYN SEARLE, CRAIG E. SEARLE, BEVERLY J.
4 SEARLE, CLIFFORD L. SEARLE, TERRI LOUISE SEARLE, KELLY C. SEARLE and
5 SHAWNA SEARLE, known or identified to me to be the partners or one of the partners of the
6 partnership of Moo View Cow Palace, and the partners or one of the partners who subscribed said
7 partnership name to the foregoing instrument, and acknowledged to me that they executed the same in
8 said partnership name.



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Bona Rae Davis
Notary Public for Idaho
Residing at Burley
My commission expires on 7/5/2014

FLETCHER LAW OFFICE
BURLEY, IDAHO

Township 11 South, Range 24 East Boise Meridian, Cassia County, Idaho

Section 32: S $\frac{1}{2}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$

EXHIBIT A

PARCEL 1

The South one-half of each the following described two tracts:

Tract 1:

Township 11 South, Range 24 EBM, Section 28: SW 1/4,

Tract 2:

Township 11 South, Range 24 EBM, Section 28: W1/2 SE 1/4

PARCEL 2

Township 11 South, Range 24 E.B.M. Section 28: SE 1/4 of the
SE 1/4

All in Cassia County, Idaho.

EXHIBIT B

Township 11 South, Range 23 East Boise Meridian, Cassia County, Idaho

Section 32: SE¼

EXHIBIT C

PARCEL 1:

The North one-half of each the following described two tracts:

Tract 1

Township 11 South, Range 24 E.B.M., Section 28: SW 1/4,

LESS Tax 5357, which is described as: Part of the SW 1/4 Beginning at the NW corner of the said SW 1/4; Thence South 500 feet to the Point of Beginning; Thence East 225 feet to a point; Thence South 600 feet to a point; Thence West 225 feet to point; Thence North 600 feet to the point of Beginning;

ALSO LESS Township 11 South, Range 24 E.B.M. Section 28: Starting at the NW corner of the SW 1/4 of Section 28 (point of beginning); thence 200 feet East; thence 375 feet South; Thence 200 West; Then 375 feet North to the point of beginning.

Tract 2

Township 11 South, Range 24, E.B.M., Section 28: W 1/2 SE 1/4

PARCEL 2:

Township 11 South, Range 24 E.B.M. Section 28: NE 1/4 of the SE 1/4

All in Cassia County, Idaho.

EXHIBIT D

Township 11 South, Range 24 East Boise Meridian, Cassia County, Idaho

Section 30: That portion of the SE $\frac{1}{4}$ which lies South of the Canal; and that portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ which lies North of the Canal

EXHIBIT E

Township 11 South, Range 23 East Boise Meridian, Cassia County, Idaho

Section 32: NE¼

EXHIBIT F

Parcel No. 1:

TOWNSHIP 12 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 12: VE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$ and NE $\frac{1}{4}$ SW $\frac{1}{4}$

TOWNSHIP 11 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 31: SE $\frac{1}{4}$, SAVE AND EXCEPT part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southeast corner of said Section 31, said corner marked by a 5/8 inch rebar; Thence North 1°12'48" East along section line for 354.16 feet to a P. K. Nail; Thence North 87°31'42" West for 119.08 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence North 87°31'42" West for a distance of 130.68 feet to a ½ inch rebar;
Thence North 01°12'48" East for a distance of 400.00 feet to a point;
Thence south 87°31'42" East for a distance of 3.09 feet to a ½ inch rebar;
Thence South 87°31'42" East for a distance of 246.67 feet to a ½ inch rebar on section line;
Thence South 01°12'48" West along section line for a distance of 321.69 feet to a ½ inch rebar;
Thence North 87°31'42" West for a distance of 119.08 feet to a ½ inch rebar;
Thence South 01°12'48" West for a distance of 78.31 feet to the Point of Beginning.

Section 32: W $\frac{1}{4}$ SW $\frac{1}{4}$

Section 33: NE $\frac{1}{4}$, S $\frac{1}{4}$, EXCEPT the following described tracts:

Tract No. 1:

Part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Northeast corner of Section 33, said corner marked by a 1½ inch iron pipe with cap; Thence South 00°00'00" East along the East line of Section 33 for a distance of 201.24 feet to the Point of Beginning;
Thence South 00°00'00" East along the East line of Section 33 for a distance of 249.95 feet;
Thence South 87°17'42" West for a distance of 18.85 feet to a ½ inch rebar;
Thence South 87°17'42" West for a distance of 569.30 feet to a ½ inch rebar;
Thence North 07°07'09" East for a distance of 270.98 feet to a ½ inch rebar;
Thence North 89°05'16" East for a distance of 532.28 feet to a ½ inch rebar;
Thence North 89°05'16" East for a distance of 21.70 feet to the Point of Beginning.

Tract No. 2:

Part of the NE¼, more particularly described as follows:

Beginning at the Northeast section corner of said Section 33 said corner marked by a U.S.R.S. iron pipe which shall be the Point of Beginning;

Thence South 00°25'06" West (S 00°00'00" East rec.) along the East section line for a distance of 201.24 feet;

Thence South 89°30'22" West (S 89°05'16" West rec.) for a distance of 21.70 feet to a ½ inch rebar;

Thence South 89°30'22" West (S 89°05'16" West rec.) for a distance of 532.28 feet to a ½ inch rebar;

Thence South 07°32'16" West (S 07°07'09" West rec.) for a distance of 270.98 feet to a ½ inch rebar;

Thence North 87°42'47" East (N 87°17'42" East rec.) for a distance of 569.30 feet to a ½ inch rebar;

Thence North 87°42'47" East (N 87°17'42" East rec.) for a distance of 18.85 feet to the East section line;

Thence South 00°25'06" West along said line for a distance of 648.81 feet to a ½ inch rebar;

Thence South 89°40'25" West for a distance of 1520.24 feet to a ½ inch rebar;

Thence North 00°25'06" East for a distance of 1075.00 feet to a ½ inch rebar;

Thence North 00°25'06" East for a distance of 25.00 feet to the North section line;

Thence North 89°40'25" East along said line for a distance of 1520.24 feet to the Point of Beginning.

Tract No. 3:

Part of the NW¼SW¼, more particularly described as follows:

Beginning at the West ¼ section corner of said Section 33 said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap which shall be the Point of Beginning;

Thence North 89°56'46" East along the North line of the NW¼SW¼ for a distance of 695.69 feet to a ½ inch rebar;

Thence South 00°06'36" West for a distance of 313.07 feet to a ½ inch rebar;

Thence South 89°56'46" West for a distance of 670.69 feet to a ½ inch rebar;

Thence South 89°56'46" West for a distance of 25.00 feet to the West line of the NW¼SW¼;

Thence North 00°06'36" East along said line for a distance of 313.07 feet to the Point of Beginning.

TOWNSHIP 12 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 4: W½NW¼

Section 5: E½NE¼, SE¼, SW¼SW¼, NE¼SW¼, W½NW¼, NW¼SW¼, Lots 2 & 3, SE¼NW¼, SW¼NE¼ SAVE AND EXCEPT a part of the NW¼NW¼ described as follows:

Beginning at the Northwest section corner of said Section 5 said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap; Thence South 89°15'37" East along the North section line for a distance of 328.27 feet to a ½ inch rebar which shall be the Point of Beginning.

Thence South 89°15'37" East continuing along said line for a distance of 425.77 feet;

Thence South 00°44'23" West for a distance of 4.88 feet to a ½ inch rebar;

Thence South 49°43'57" West for a distance of 603.01 feet to a ½ inch rebar;

Thence North 04°55'16" East for a distance of 401.62 feet to the Point of Beginning.

Section 6: All

Section 7: N¼, N¼SW¼, SE¼

Section 8: NE¼, NW¼NW¼, SW¼SW¼

Parcel No. 2:

TOWNSHIP 11 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 31: E $\frac{1}{2}$ NE $\frac{1}{4}$

Section 32: N $\frac{1}{2}$ SE $\frac{1}{4}$ and N $\frac{1}{2}$

Section 33: NW $\frac{1}{4}$

Parcel No. 3:

TOWNSHIP 11 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 31: Part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows:

Beginning at the SE $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southeast corner of said Section 31, said corner marked by a 5/8 inch rebar; Thence North 1°12'48" East along section line for 354.16 feet to a P. K. Nail; Thence North 87°31'42" West for 119.08 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence North 87°31'42" West for a distance of 130.68 feet to a ½ inch rebar;
Thence North 01°12'48" East for a distance of 400.00 feet to a point;
Thence South 87°31'42" East for a distance of 3.09 feet to a ½ inch rebar;
Thence South 87°31'42" East for a distance of 246.67 feet to a ½ inch rebar on section line;
Thence South 01°12'48" West along section line for a distance of 321.69 feet to a ½ inch rebar;
Thence North 87°31'42" West for a distance of 119.08 feet to a ½ inch rebar;
Thence South 01°12'48" West for a distance of 78.31 feet to the Point of Beginning.

TOWNSHIP 11 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 20: Part of the NW $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southwest corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 20, said corner marked by a 5/8 inch rebar; Thence North 01°11'13" East along the West line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ for a distance of 623.37 feet to a 1/2 inch rebar which shall be the Point of Beginning;
Thence North 01°11'13" East continuing along said line for a distance of 184.45 feet to a 1/2 inch rebar;
Thence North 01°11'13" East continuing along said line for a distance of 15.75 feet to the centerline of the "J" Canal;
Thence South 71°06'01" East along said centerline for a distance of 263.37 feet;
Thence South 20°12'36" West for a distance of 16.02 feet to a 1/2 inch rebar;
Thence south 20°12'36" West for a distance of 223.08 feet to a 1/2 inch rebar;
Thence North 69°23'47" West for a distance of 77.04 feet to a 1/2 inch rebar;
Thence North 50°06'29" West for a distance of 128.51 feet to the Point of Beginning.

Section 20: Part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows:

Beginning at the South quarter section corner of Section 20, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top which shall be the Point of Beginning;

Thence North 89°55'49" West (South 89°58'05" West rec.) along the South line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ for a distance of 12.92 feet to the East right-of-way of a county road;
Thence North 00°13'23" East along said right-of-way for a distance of 641.87 feet to the South line of the Hillsdale Highway District Property;
Thence North 00°13'23" East along said right-of-way for a distance of 689.15 feet to the North line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence North 89°55'38" East (North 89°49'45" East and North 89°47'12" East rec.) along said line for a distance of 35.32 feet to the Northeast corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ marked by a 5/8 inch rebar;
Thence North 89°52'29" East (North 89°54'43" East rec.) along the North line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ for a distance of 5.61 feet (8.50 feet rec.) to a 1/2 inch rebar;
Thence South 01°03'46" West (South 01°04'32" West rec.) for a distance of 1290.30 feet (1290.75 feet rec.);
Thence South 01°03'46" West for a distance of 41.00 feet to a 1/2 inch rebar on the South line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South 89°55'01" West (South 89°55'47" West rec.) along said line for a distance of 8.50 feet to the Point of Beginning.

Section 32: W½ of Section 32, EXCEPTING THEREFROM the following described tracts:

Tract No. 1:

Beginning at a point 25 feet North and 25 feet East of the Southwest corner of said Section 32;
Thence North 150 feet;
Thence East 250 feet;
Thence South 150 feet;
Thence West 250 feet to the Point of Beginning.

Tract No. 2:

Beginning at the W¼ section corner of said Section 32, said corner marked by a 5/8 inch rebar with a 3 inch cap on top; Thence North 00°28'49" West along the West line of Section 32 for a distance of 347.35 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence North 00°28'49" West along the West line of Section 32 for a distance of 315.71 feet to a ½ inch rebar;
Thence North 89°31'28" East for a distance of 321.51 feet to a ½ inch rebar;
Thence South 01°18'11" West for a distance of 315.83 feet to a ½ inch rebar;
Thence South 89°31'06" West for a distance of 311.69 feet to the Point of Beginning.

TOWNSHIP 11 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 26: E¼NE¼ and SW¼NE¼

Section 26: That part of the S½ lying North of "J" or Government Third Lift Canal

Section 26: That part of the SE¼ lying South of "J" or Government Third Lift Canal

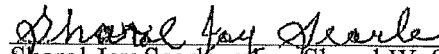
Section 35: NE¼ and N¼SE¼

ADDENDUM TO
IRRIGATION SYSTEM AND WATER USE AGREEMENT

This Addendum to the Irrigation System and Water Use Agreement attached hereto is made by **RAYMOND C. SEARLE and SHAROL W. SEARLE, as Trustees of the Raymond C. Searle Family Trust dated December 23, 1993**. Following preparation of the attached Agreement, it was discovered that Raymond Clayson Searle, also known as Raymond C. Searle and Sharol Joy Searle, also known as Sharol W. Searle, husband and wife, had deeded the real property described on Exhibit A attached to the Agreement to the Raymond C. Searle Family Trust, dated December 23, 1993, pursuant to a Quitclaim Deed dated April 7, 1999 and recorded April 12, 1999 as Instrument No. 262044, records of Cassia County, Idaho.

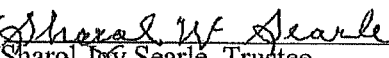
Raymond C. Searle and Sharol W. Searle, as Co-Trustees of the Raymond C. Searle Family Trust, dated December 23, 1993, agree to be bound by all terms and conditions of the Irrigation System and Water Use Agreement and agree to file forms and documents as required by the Idaho Department of Water Resources so that the water rights held in their names, as individuals, shall be transferred into the name of the Raymond C. Searle Family Trust.


Raymond Clayson Searle, a.k.a. Raymond C. Searle


Sharol Joy Searle, a.k.a. Sharol W. Searle

Raymond C. Searle Family Trust
dated December 23, 1993

BY 
Raymond C. Searle, Trustee

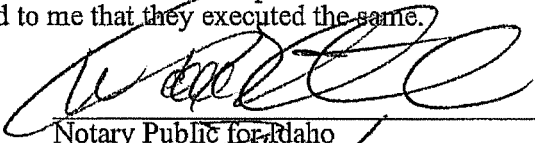
BY 
Sharol Joy Searle, Trustee
W

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4 STATE OF IDAHO

5 } ss
6 County of Cassia

7 On this 22 day of December, in the year 2011, before me, the
8 undersigned, a Notary Public in and for said State, personally appeared **RAYMOND CLAYSON**
9 **SEARLE, also known as RAYMOND C. SEARLE and SHAROL JOY SEARLE, also known as**
10 **SHAROL W. SEARLE**, known or identified to me to be the persons whose names are subscribed to
11 the within instrument, and acknowledged to me that they executed the same.

12 W. KENT FLETCHER
13 STATE OF IDAHO
14 NOTARY --- PUBLIC


Notary Public for Idaho

Residing at Burley

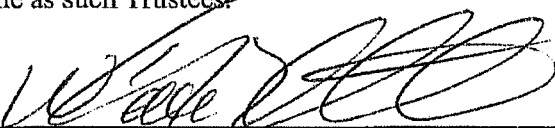
My commission expires on 10-13-14

15 STATE OF IDAHO

16 } ss
17 County of Cassia

18 On this 22 day of December, in the year 2011, before me, the
19 undersigned, a Notary Public in and for said State, personally appeared **RAYMOND C. SEARLE and**
20 **SHAROL W. SEARLE**, known or identified to me to be the person whose name is subscribed to the
21 within instrument as Trustees of the Raymond C. Searle Family Trust dated December 23, 1993 and
22 acknowledged to me that they executed the same as such Trustees.

23 W. KENT FLETCHER
24 STATE OF IDAHO
25 NOTARY --- PUBLIC


Notary Public for Idaho

Residing at Burley

My commission expires on 10-13-16

QUITCLAIM DEED

CASSIA COUNTY
RECORDED FOR:
LAND TITLE AND ESCROW
1:53:42 pm 02-27-2009 No #
2009-000875 (Woodbury)
NO. PAGES: 7 FEE: \$21.00
LARRY A. NICKELSEN
COUNTY CLERK
DEPUTY: VIKI

For Value Received

Moo View Cow Palace, an Idaho partnership as to Parcel Nos. 1 and 2 and an undivided one-half interest in Parcel No. 3 and Moo-View Cow Palace, an Idaho general partnership consisting of Cloyd R. Searle and Gwendolyn F. Searle, husband and wife; Kent R. Searle and Marilyn Searle, husband and wife; Craig E. Searle and Beverly J. Searle, husband and wife; Clifford L. Searle and Terri Louise Searle, husband and wife; and Kelly C. Searle and Shawna Searle, husband and wife, as to an undivided one-half interest in Parcel No. 3

Hereinafter called the grantor, hereby remises, releases, and forever Quitclaims unto

MVCP, LLC, an Idaho limited liability company
ADDRESS: 474 East 550 South
Burley, Idaho 83318

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

Parcel No. 1:

TOWNSHIP 12 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 12: $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$ and NE $\frac{1}{4}$ SW $\frac{1}{4}$

TOWNSHIP 11 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 31: SE $\frac{1}{4}$, SAVE AND EXCEPT part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southeast corner of said Section 31, said corner marked by a 5/8 inch rebar; Thence North 1°12'48" East along section line for 354.16 feet to a P. K. Nail; Thence North 87°31'42" West for 119.08 feet to a 1/2 inch rebar which shall be the Point of Beginning;
Thence North 87°31'42" West for a distance of 130.68 feet to a 1/2 inch rebar;
Thence North 01°12'48" East for a distance of 400.00 feet to a point;
Thence south 87°31'42" East for a distance of 3.09 feet to a 1/2 inch rebar;
Thence South 87°31'42" East for a distance of 246.67 feet to a 1/2 inch rebar on section line;
Thence South 01°12'48" West along section line for a distance of 321.69 feet to a 1/2 inch rebar;
Thence North 87°31'42" West for a distance of 119.08 feet to a 1/2 inch rebar;
Thence South 01°12'48" West for a distance of 78.31 feet to the Point of Beginning.

Section 32: W $\frac{1}{2}$ SW $\frac{1}{4}$

Section 33: NE $\frac{1}{4}$, S $\frac{1}{2}$, EXCEPT the following described tracts:

Tract No. 1:

Part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Northeast corner of Section 33, said corner marked by a 1 1/2 inch iron pipe with cap; Thence South 00°00'00" East along the East line of Section 33 for a distance of 201.24 feet to the Point of Beginning;
Thence South 00°00'00" East along the East line of Section 33 for a distance of 249.95 feet;
Thence South 87°17'42" West for a distance of 18.85 feet to a 1/2 inch rebar;
Thence South 87°17'42" West for a distance of 569.30 feet to a 1/2 inch rebar;
Thence North 07°07'09" East for a distance of 270.98 feet to a 1/2 inch rebar;
Thence North 89°05'16" East for a distance of 532.28 feet to a 1/2 inch rebar;
Thence North 89°05'16" East for a distance of 21.70 feet to the Point of Beginning.

Tract No. 2:

Part of the NE¼, more particularly described as follows:

Beginning at the Northeast section corner of said Section 33 said corner marked by a U.S.R.S. iron pipe which shall be the Point of Beginning;

Thence South 00°25'06" West (S 00°00'00" East rec.) along the East section line for a distance of 201.24 feet;

Thence South 89°30'22" West (S 89°05'16" West rec.) for a distance of 21.70 feet to a ½ inch rebar;

Thence South 89°30'22" West (S 89°05'16" West rec.) for a distance of 532.28 feet to a ½ inch rebar;

Thence South 07°32'16" West (S 07°07'09" West rec.) for a distance of 270.98 feet to a ½ inch rebar;

Thence North 87°42'47" East (N 87°17'42" East rec.) for a distance of 569.30 feet to a ½ inch rebar;

Thence North 87°42'47" East (N 87°17'42" East rec.) for a distance of 18.85 feet to the East section line;

Thence South 00°25'06" West along said line for a distance of 648.81 feet to a ½ inch rebar;

Thence South 89°40'25" West for a distance of 1520.24 feet to a ½ inch rebar;

Thence North 00°25'06" East for a distance of 1075.00 feet to a ½ inch rebar;

Thence North 00°25'06" East for a distance of 25.00 feet to the North section line;

Thence North 89°40'25" East along said line for a distance of 1520.24 feet to the Point of Beginning.

Tract No. 3:

Part of the NW¼SW¼, more particularly described as follows:

Beginning at the West ¼ section corner of said Section 33 said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap which shall be the Point of Beginning;

Thence North 89°56'46" East along the North line of the NW¼SW¼ for a distance of 695.69 feet to a ½ inch rebar;

Thence South 00°06'36" West for a distance of 313.07 feet to a ½ inch rebar;

Thence South 89°56'46" West for a distance of 670.69 feet to a ½ inch rebar;

Thence South 89°56'46" West for a distance of 25.00 feet to the West line of the NW¼SW¼;

Thence North 00°06'36" East along said line for a distance of 313.07 feet to the Point of Beginning.

TOWNSHIP 12 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 4: W½NW¼

Section 5: E½NE¼, SE¼, SW¼SW¼, NE¼SW¼, W½NW¼, NW¼SW¼, Lots 2 & 3, SE¼NW¼, SW¼NE¼ SAVE AND EXCEPT a part of the NW¼NW¼ described as follows:

Beginning at the Northwest section corner of said Section 5 said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap; Thence South 89°15'37" East along the North section line for a distance of 328.27 feet to a ½ inch rebar which shall be the Point of Beginning.

Thence South 89°15'37" East continuing along said line for a distance of 425.77 feet;

Thence South 00°44'23" West for a distance of 4.88 feet to a ½ inch rebar;

Thence South 49°43'57" West for a distance of 603.01 feet to a ½ inch rebar;

Thence North 04°55'16" East for a distance of 401.62 feet to the Point of Beginning.

Section 6: All

Section 7: N½, N½SW¼, SE¼

Section 8: NE¼, NW¼NW¼, SW¼SW¼

Parcel No. 2:

TOWNSHIP 11 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 31: E½NE¼

Section 32: N½SE¼ and N½

Section 33 NW¼

Parcel No. 3:

TOWNSHIP 11 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 31: Part of the SE¼SE¼, more particularly described as follows:

Beginning at the SE¼SE¼, more particularly described as follows:

Beginning at the Southeast corner of said Section 31, said corner marked by a 5/8 inch rebar; Thence North 1°12'48" East along section line for 354.16 feet to a P. K. Nail; Thence North 87°31'42" West for 119.08 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence North 87°31'42" West for a distance of 130.68 feet to a ½ inch rebar;
Thence North 01°12'48" East for a distance of 400.00 feet to a point;
Thence South 87°31'42" East for a distance of 3.09 feet to a ½ inch rebar;
Thence South 87°31'42" East for a distance of 246.67 feet to a ½ inch rebar on section line;
Thence South 01°12'48" West along section line for a distance of 321.69 feet to a ½ inch rebar;
Thence North 87°31'42" West for a distance of 119.08 feet to a ½ inch rebar;
Thence South 01°12'48" West for a distance of 78.31 feet to the Point of Beginning.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto said Grantee, and the grantee's heirs and assigns forever.

Dated: February 10, 2009

MOO VIEW COW PALACE, an Idaho partnership

By: Cloyd R. Searle
Cloyd R. Searle, Partner

By: Kent R. Searle
Kent R. Searle, Partner

By: Craig E. Searle
Craig E. Searle, Partner

By: Clifford L. Searle
Clifford L. Searle, Partner

By: Kelly C. Searle
Kelly C. Searle, Partner

MOO-VIEW COW PALACE, an Idaho general partnership

By: Cloyd R. Searle
Cloyd R. Searle, Partner

By: Gwendolyn F. Searle
Gwendolyn F. Searle, Partner

By: Kent R. Searle
Kent R. Searle, Partner

By: Marilyn Searle
Marilyn Searle, Partner

By: Craig E. Searle
Craig E. Searle, Partner

By: Beverly J. Searle
Beverly J. Searle, Partner

By: Clifford L. Searle
Clifford L. Searle, Partner

By: Terri Louise Searle
Terri Louise Searle, Partner

By: Kelly C. Searle
Kelly C. Searle, Partner

By: Shawna Searle
Shawna Searle, Partner

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

On this 19 day of February, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Cloyd R. Searle, known or identified to me to be the partner or one of the partners in the Partnership of **Moo View Cow Palace**, and the partner or one of the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.

Nancy Garrett
Notary Public
State of Idaho

Nancy Garrett
Notary Public
Residing at: Burley, ID
My Commission expires: 2-5-2014

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

On this 24th day of February, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Kent R. Searle**, known or identified to me to be the partner or one of the partners in the Partnership of **Moo View Cow Palace**, and the partner or one of the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.

Larry Roberts
Notary Public
State of Idaho

Larry Roberts
Notary Public
Residing at: Burley, ID
My Commission expires: 6-30-09

STATE OF IDAHO)

) ss.

COUNTY OF Cassia)

On this 18th day of February, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Craig E. Searle**, known or identified to me to be the partner or one of the partners in the Partnership of **Moo View Cow Palace**, and the partner or one of the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.

Nancy Garrett
Notary Public
State of Idaho

Nancy Garrett
Notary Public
Residing at: Burley, ID
My Commission expires: 2-5-2014

STATE OF IDAHO)

) ss.

COUNTY OF Cassia)

On this 25th day of February, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Clifford L. Searle**, known or identified to me to be the partner or one of the partners in the Partnership of **Moo View Cow Palace**, and the partner or one of the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.

Larry Roberts
Notary Public
State of Idaho

Larry Roberts
Notary Public
Residing at: Burley, ID
My Commission expires: 6-30-09

STATE OF IDAHO)

) ss.

COUNTY OF Cassia)

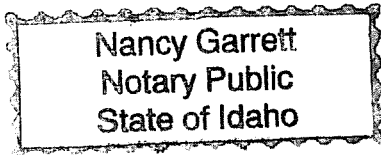
On this 18th day of February, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Kelly C. Searle**, known or identified to me to be the partner or one of the partners in the Partnership of **Moo View Cow Palace**, and the partner or one of the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.

Nancy Garrett
Notary Public
State of Idaho

Nancy Garrett
Notary Public
Residing at: Burley, ID
My Commission expires: 2-5-2014

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

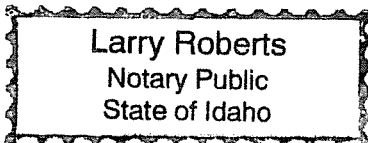
On this 17th day of February, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Cloyd R. Searle and Gwendolyn F. Searle**, known or identified to me to be the partners in the Partnership of **Moo-View Cow Palace**, and the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said Partnership name.



Nancy Garrett
Notary Public
Residing at: Burley, ID
My Commission expires: 2-5-2014

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

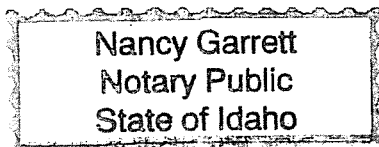
On this 24th day of February, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Kent R. Searle and Marilyn Searle**, known or identified to me to be the partners in the Partnership of **Moo-View Cow Palace**, and the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said Partnership name.



Larry Roberts
Notary Public
Residing at: Burley, ID
My Commission expires: 6-30-09

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

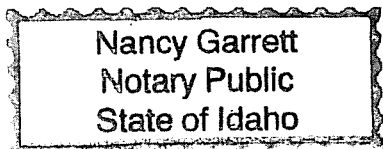
On this 18th day of February, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Craig E. Searle and Beverly J. Searle**, known or identified to me to be the partners in the Partnership of **Moo-View Cow Palace**, and the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said Partnership name.



Nancy Garrett
Notary Public
Residing at: Burley, ID
My Commission expires: 2-5-2014

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

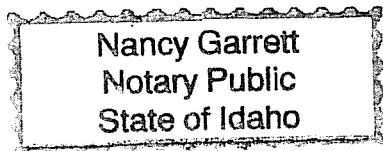
On this 20th day of February, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Clifford L. Searle and Terri Louise Searle**, known or identified to me to be the partners in the Partnership of **Moo-View Cow Palace**, and the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said Partnership name.



Nancy Garrett
Notary Public
Residing at: Burley, ID
My Commission expires: 2-5-2014

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

On this 18th day of February, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Kelly C. Searle and Shawna Searle**, known or identified to me to be the partners in the Partnership of **Moo-View Cow Palace**, and the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said Partnership name.



Nancy Garrett
Notary Public
Residing at: Burley, ID
My Commission expires: 2-5-2014

QUITCLAIM DEED

#40230

309449

For Value Received

Kent R. Searle and Marilyn Searle, husband and wife

Hereinafter called the grantor, hereby remises, releases, and forever Quitclaims unto

The Kent R. Searle Family Trust dated August 23, 1994, Kent R. Searle and Marilyn Searle, Trustees
ADDRESS: 476 East 600 South
Burley, Idaho 83318

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

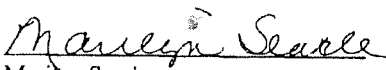
TOWNSHIP 11 SOUTH, RANGE 24 EAST, B. M., CASSIA COUNTY, IDAHO

Section 30: That portion of the SE $\frac{1}{4}$ which lies South of the Canal; and that portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ which lies North of the Canal

TO HAVE AND TO HOLD the said premises, with their appurtenances unto said Grantee, and the grantee's heirs and assigns forever.

Dated: July 5th, 2006


Kent R. Searle


Marilyn Searle

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

RECORDED AT THE REQUEST OF
LAND TITLE & ESROW

2006 JUL 5 PM 2 40

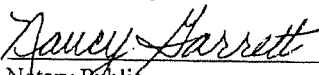
FEE 3.00 DEPUTY 

CASSIA COUNTY, IDAHO
LARRY A. MICKELSEN
RECORDER

309449

On this 5th day of July, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Kent R. Searle and Marilyn Searle, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Nancy Garrett
Notary Public
State of Idaho


Notary Public

Residing at: Burley, ID

My Commission expires: 2-5-08

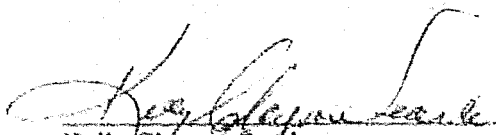
254941

QUITCLAIM DEED

FOR VALUE RECEIVED, Kelly Clayson Searle, as trustee of the Searle Land Holding Trust No. 5, dated May 1, 1993, whose address is 739 South 50 West, Burley, Idaho 83318, hereinafter called the "Grantor" hereby remises, releases and forever quit claims unto The Kelly C. Searle Family Trust dated April 28, 1994, Kelly C. Searle and Shawna Searle, Trustees, whose address is 739 South 50 West, Burley, Idaho 83318, hereinafter called the "Grantee", all interest now held or hereafter acquired by Grantor in the premises, in Cassia County, Idaho, described as follows:

Township 11 South, Range 23 East of the Boise Meridian, Section 32: NE 1/4

DATED this 25 day of March, 1998.

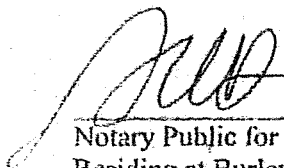

Kelly Clayson Searle
Trustee

STATE OF IDAHO)
) ss.
County of Cassia)

On this 25 day of March, 1998, before me the undersigned, a Notary Public in and for said State, personally appeared Kelly Clayson Searle, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the sole and authorized trustee and said trust.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

(SEAL)


Notary Public for Idaho
Residing at Burley, Idaho
Commission Expires: 3-15-2000

RECORDED AT THE REQUEST OF
Steven A. Tipton
FILM 298

1998 APR 14 A 10:59

CASSIA COUNTY, IDAHO
JANELL H. ROSKELLEY
RECORDER
FILE 300 DEPUTY RW

QUITCLAIM DEED - 1
C:\REAL ESTATE\HHS\QCD.wpd

254941

226658

QUITCLAIM DEED

FOR VALUE RECEIVED, Raymond C. Searle and Sharol W. Searle, husband and wife, Route 3, Box 3318, Burley, Idaho 83318, hereinafter called the "Grantor", hereby remises, releases and forever quitclaims unto Kelly Clayson Searle, as trustee of the Searle Land Holding Trust No. 5, dated May 1, 1993, whose address is Route 2, Box 2416, Burley, Idaho 83318, hereinafter called the "Grantee", all interest now held or hereafter acquired by Grantor in the premises, in Cassia County, Idaho, described as follows:

Township 11 South, Range 23 East of the Boise Meridian, Section 32: NE1/4

DATED this 1st day of May, 1993.

Raymond C. Searle
Raymond C. Searle

Sharol W. Searle
Sharol W. Searle

STATE OF IDAHO)

ss

County of Cassia)

On this 1 day of May, 1993, before me the undersigned, a Notary Public in and for said State, personally appeared Raymond C. Searle and Sharol W. Searle, 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 seal the day and year first above written.

[Signature]
Notary Public for Idaho
Residing at Burley, Idaho
Commission Expires: 8-29-96

RECORDED
QUITCLAIM DEED
FILM
1993 SEP 17 A 9:29
226658

WARRANTY DEED

FOR VALUE RECEIVED, GALE SEARLE and MAXINE SEARLE,
husband and wife, hereinafter called the Grantor, hereby grants,
bargains, sells, and conveys unto RAYMOND CLAYSON SEARLE and
SHAROL JOY SEARLE, husband and wife, Route #3, Box 181, Burley,
ID 83318, hereinafter called the Grantee, the following described
premises situated in Cassia County, Idaho, to-wit:

Township 11 South, Range 24 East Boise Meridian
Section 32: S $\frac{1}{2}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$

TO HAVE AND TO HOLD the said premises, with their
appurtenances unto the said Grantee and to the Grantee's heirs and
assigns forever. And the Grantor does hereby covenant to and with
the said Grantee that the Grantor is the owner in fee simple of
said premises; that they are free from all encumbrances except as
above described and that the Grantor will warrant and defend the
same from all lawful claims whatsoever.

DATED this 30th day of September, 1981.

Gale Searle
Gale Searle

Maxine Searle
Maxine Searle

STATE OF IDAHO)
County of Cassia) ss

On this 30th day of September, 1981, before me, the
undersigned, a Notary Public in and for said State, personally
appeared GALE SEARLE and MAXINE SEARLE, husband and wife, known
to me to be the persons whose names are subscribed to the fore-
going 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 first above written.

Louise Wagner
Notary Public for Idaho
Residing at Burley, Idaho

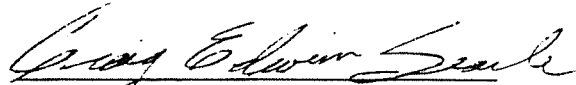
Dad 5

QUITCLAIM DEED

FOR VALUE RECEIVED, Craig Edwin Searle, as trustee of the Searle Land Holding Trust No. 3, dated May 1, 1993, whose address is 522 East 600 South, Burley, Idaho 83318, Burley, Idaho 83318, hereinafter called the "Grantor" hereby remises, releases and forever quit claims unto The Craig E. Searle Family Trust dated January 18, 1995, Craig E. Searle and Beverly J. Searle, Trustees, whose address is 522 East 600 South, Burley, Idaho 83318, Burley, Idaho 83318, hereinafter called the "Grantee", all interest now held or hereafter acquired by Grantor in the premises, in Cassia County, Idaho, described as follows:

Township 11 South, Range, 23 E.B.M.:
Section 32: SE1/4

DATED this 25 day of March, 1998.

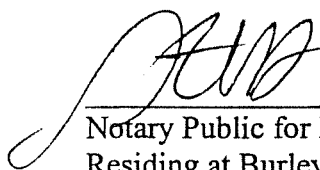

Craig Edwin Searle
Trustee

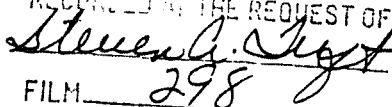
STATE OF IDAHO)
) ss.
County of Cassia)

On this 25 day of March, 1998, before me the undersigned, a Notary Public in and for said State, personally appeared Craig Edwin Searle, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the sole and authorized trustee of said trust.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

(SEAL)


Notary Public for Idaho
Residing at Burley, Idaho
Commission Expires: 3-15-2000

RECORDED AT THE REQUEST OF

FILM 298

1998 APR 14 A 10: 58

254938

CORRECTED QUITCLAIM DEED

FOR VALUE RECEIVED, Cloyd Raymond Searle, as trustee of the Searle Land Holding Trust No. 1, dated May 1, 1993, whose address is 474 East 550 South, Burley, Idaho 83318, hereinafter called the "Grantor" hereby remises, releases and forever quit claims unto Cloyd R. Searle Gwendolyn F. Searle, Trustees of the Cloyd R. Searle Family Trust dated November 29, 1994, whose address is 474 East 550 South, Burley, Idaho 83318; and, hereinafter called the "Grantee", all interest now held or hereafter acquired by Grantor in the premises, in Cassia County, Idaho, described as follows:

PARCEL 1

The South one-half of each the following described two tracts:

Tract 1:

Township 11 South, Range 24 EBM, Section 28: SW 1/4,

Tract 2:

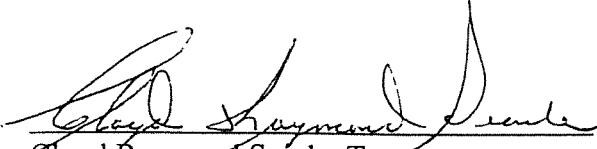
Township 11 South, Range 24 EBM, Section 28: W1/2 SE 1/4

PARCEL 2

Township 11 South, Range 24 E.B.M. Section 28: SE 1/4 of the
SE 1/4

This deed is given to correct or clarify the Quitclaim Deed dated March 24, 1998, recorded as Instrument Number 254940 on April 14, 1998 in the records of the recorder of Cassia County, Idaho. Said quitclaim deed erroneously excepted of a certain tract of land which does not lie in Township 11 South, Range 24 EBM, Section 28: in the South half of the SW 1/4, to wit: "LESS Tax 5357, which is described as: Part of the SW 1/4 Beginning at the NW corner of the said SW 1/4; Thence South 500 feet to the Point of Beginning: Thence East 225 feet to a point; Thence South 600 feet to a point; Thence West 225 feet to point; Thence North 600 feet to the point of Beginning."

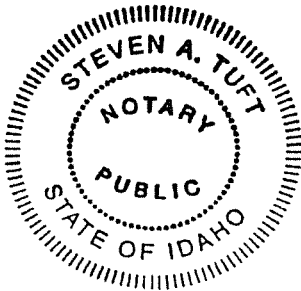
DATED this 24 day of February, 2000.


Cloyd Raymond Searle, Trustee

STATE OF IDAHO)
)ss
County of Cassia)

On this 24 day of February, 2000, before me the undersigned, a Notary Public in and for said State, personally appeared **CLOYD RAYMOND SEARLE**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on behalf of the said trust as its sole and authorized trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.





Notary Public for Idaho
Residing at Burley, Idaho
Commission Expires: 3-15-2000

267660
CLERK OF COUNTY CLERK
DARRELL L. ROSKELLEY
RECORDED
FEE \$6.00 DEPUTY CLERK
'00 FEB 29 AM 9 16
RECORD CLERK REQUEST OF


254939

QUITCLAIM DEED

FOR VALUE RECEIVED, Clifford Leland Searle as trustee of the Searle Land Holding Trust No. 4, dated May 1, 1993, whose address is 500 East 500 South, Burley, Idaho 83318, hereinafter called the "Grantor" hereby remises, releases and forever quit claims unto The Clifford L. Searle Family Trust dated January 2, 1998, Clifford L. Searle and Terri Louise Searle, Trustees, whose address is 500 East 500 South, Burley, Idaho 83318, hereinafter called the "Grantee", all interest now held or hereafter acquired by Grantor in the premises, in Cassia County, Idaho, described as follows:

PARCEL 1:

The North one-half of each the following described two tracts:

Tract 1

Township 11 South, Range 24 E.B.M., Section 28: SW 1/4,

LESS Tax 5357, which is described as: Part of the SW 1/4 Beginning at the NW corner of the said SW 1/4; Thence South 500 feet to the Point of Beginning; Thence East 225 feet to a point; Thence South 600 feet to a point; Thence West 225 feet to point; Thence North 600 feet to the point of Beginning;

ALSO LESS Township 11 South, Range 24 E.B.M. Section 28: Starting at the NW corner of the SW 1/4 of Section 28 (point of beginning); thence 200 feet East; thence 375 feet South; Thence 200 West; Then 375 feet North to the point of beginning.

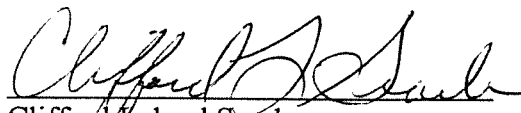
Tract 2

Township 11 South, Range 24, E.B.M., Section 28: W 1/2 SE 1/4

PARCEL 2:

Township 11 South, Range 24 E.B.M. Section 28: NE 1/4 of the SE 1/4

DATED this 25 day of March, 1998.


Clifford Leland Searle
Trustee

STATE OF IDAHO)
) ss.
County of Cassia)

On this 25 day of March, 1998, before me the undersigned, a Notary Public in and for said State, personally appeared Clifford Leland Searle, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same and the sole and authorized trustee of said trust.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

(SEAL)



Notary Public for Idaho
Residing at Burley, Idaho
Commission Expires: 3-15-2000

RECORDED AT THE REQUEST OF
Stewart D. Hugg
FILM 398
1998 APR 14 A 10:58
CLIFFORD L. ROSKELLEY
DEPUTY
254939

QUITCLAIM DEED

No #
(Goold)

For Value Received

Moo View Cow Palace, an Idaho partnership

Hereinafter called the grantor, hereby remises, releases, and forever Quitclaims unto

MVCP, LLC, an Idaho limited liability company
ADDRESS: 474 East 550 South
Burley, Idaho 83318

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

TOWNSHIP 11 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 26: **E½NE¼ and SW¼NE¼**

Section 26: **That part of the S½ lying North of "J" or Government Third Lift Canal**

Section 26: **That part of the SE¼ lying South of "J" or Government Third Lift Canal**

Section 35: **NE¼ and N½SE¼**

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto said Grantee, and the grantee's successors and assigns forever.

Dated: February 13, 2009

MOO VIEW COW PALACE

By: [Signature]
Cloyd R. Searle, Partner

By: [Signature]
Kent R. Searle, Partner

By: [Signature]
Craig E. Searle, Partner

By: [Signature]
Clifford L. Searle, Partner

By: [Signature]
Kelly C. Searle, Partner

CASSIA COUNTY
RECORDED FOR:
LAND TITLE AND ESCROW
1:53:43 pm 02-27-2009
2009-000876
NO. PAGES: 3 FEE: \$9.00
LARRY A. NICKELSEN
COUNTY CLERK
DEPUTY: VIKI

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

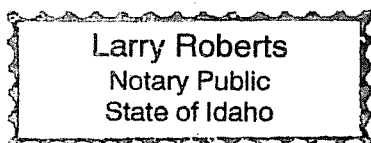
On this 13th day of February, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Cloyd R. Searle**, known or identified to me to be the partner or one of the partners in the Partnership of **Moo View Cow Palace**, and the partner or one of the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.

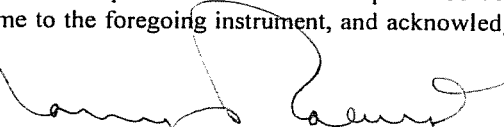


Notary Public
Residing at: Burley, ID
My Commission expires: 2-5-2014

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

On this 24th day of February, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Kent R. Searle**, known or identified to me to be the partner or one of the partners in the Partnership of **Moo View Cow Palace**, and the partner or one of the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.

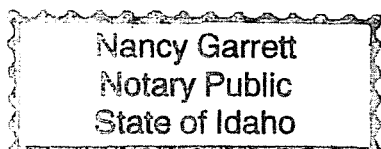


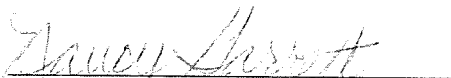


Notary Public
Residing at: Burley, ID
My Commission expires: 6-30-09

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

On this 18th day of February, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Craig E. Searle**, known or identified to me to be the partner or one of the partners in the Partnership of **Moo View Cow Palace**, and the partner or one of the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.

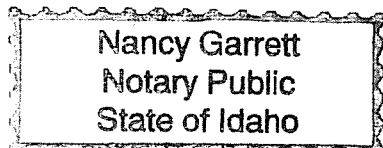




Notary Public
Residing at: Burley, ID
My Commission expires: 2-5-2014

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

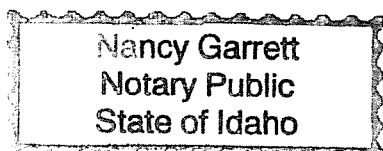
On this 20th day of February, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Clifford L. Searle**, known or identified to me to be the partner or one of the partners in the Partnership of **Moo View Cow Palace**, and the partner or one of the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.



Nancy Garrett
Notary Public
Residing at: Burley, ID
My Commission expires: 2-5-2014

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

On this 20th day of February, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Kelly C. Searle**, known or identified to me to be the partner or one of the partners in the Partnership of **Moo View Cow Palace**, and the partner or one of the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.



Nancy Garrett
Notary Public
Residing at: Burley, ID
My Commission expires: 2-5-2014

QUITCLAIM DEED

No #
(Harmon)

For Value Received

Moo View Cow Palace, an Idaho partnership

Hereinafter called the grantor, hereby remises, releases, and forever Quitclaims unto

MVCP, LLC, an Idaho limited liability company
ADDRESS: 474 East 550 South
Burley, Idaho 83318

CASSIA COUNTY
RECORDED FOR:
LAND TITLE AND ESCROW
1:53:48 pm 02-27-2009
2009-000881
NO. PAGES: 3 FEE: \$9.00
LARRY A. MICKELSEN
COUNTY CLERK
DEPUTY: VIKI

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

**TOWNSHIP 11 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO**

Section 20: Part of the NW $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southwest corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 20, said corner marked by a 5/8 inch rebar; Thence North 01°11'13" East along the West line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ for a distance of 623.37 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence North 01°11'13" East continuing along said line for a distance of 184.45 feet to a ½ inch rebar;
Thence North 01°11'13" East continuing along said line for a distance of 15.75 feet to the centerline of the "J" Canal;
Thence South 71°06'01" East along said centerline for a distance of 263.37 feet;
Thence South 20°12'36" West for a distance of 16.02 feet to a ½ inch rebar;
Thence south 20°12'36" West for a distance of 223.08 feet to a ½ inch rebar;
Thence North 69°23'47" West for a distance of 77.04 feet to a ½ inch rebar;
Thence North 50°06'29" West for a distance of 128.51 feet to the Point of Beginning.

Section 20: Part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows:

Beginning at the South quarter section corner of Section 20, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top which shall be the Point of Beginning;
Thence North 89°55'49" West (South 89°58'05" West rec.) along the South line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ for a distance of 12.92 feet to the East right-of-way of a county road;
Thence North 00°13'23" East along said right-of-way for a distance of 641.87 feet to the South line of the Hillsdale Highway District Property;
Thence North 00°13'23" East along said right-of-way for a distance of 689.15 feet to the North line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence North 89°55'38" East (North 89°49'45" East and North 89°47'12" East rec.) along said line for a distance of 35.32 feet to the Northeast corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ marked by a 5/8 inch rebar;
Thence North 89°52'29" East (North 89°54'43" East rec.) along the North line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ for a distance of 5.61 feet (8.50 feet rec.) to a ½ inch rebar;
Thence South 01°03'46" West (South 01°04'32" West rec.) for a distance of 1290.30 feet (1290.75 feet rec.);
Thence South 01°03'46" West for a distance of 41.00 feet to a ½ inch rebar on the South line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South 89°55'01" West (South 89°55'47" West rec.) along said line for distance of 8.50 feet to the Point of Beginning.

Section 32: W $\frac{1}{2}$ of Section 32, EXCEPTING THEREFROM the following described tracts:

Tract No. 1:

Beginning at a point 25 feet North and 25 feet East of the Southwest corner of said Section 32;
Thence North 150 feet;
Thence East 250 feet;
Thence South 150 feet;
Thence West 250 feet to the Point of Beginning.

Tract No. 2:

Beginning at the W¼ section corner of said Section 32, said corner marked by a 5/8 inch rebar with a 3 inch cap on top; Thence North 00°28'49" West along the West line of Section 32 for a distance of 347.35 feet to a ½ inch rebar which shall be the Point of Beginning;

Thence North 00°28'49" West along the West line of Section 32 for a distance of 315.71 feet to a ½ inch rebar;

Thence North 89°31'28" East for a distance of 321.51 feet to a ½ inch rebar;

Thence South 01°18'11" West for a distance of 315.83 feet to a ½ inch rebar;

Thence South 89°31'06" West for a distance of 311.69 feet to the Point of Beginning.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon and appurtenant thereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto said Grantee, and the grantee's successors and assigns forever.

Dated: February 13, 2009

MOO VIEW COW PALACE

By: [Signature]
Cloyd R. Searle, Partner

By: [Signature]
Kent R. Searle, Partner

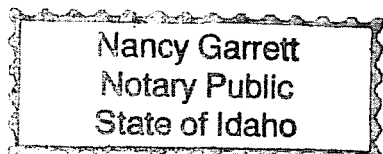
By: [Signature]
Craig E. Searle, Partner

By: [Signature]
Clifford L. Searle, Partner

By: [Signature]
Kelly C. Searle, Partner

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

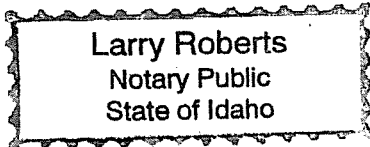
On this 13th day of February, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Cloyd R. Searle, known or identified to me to be the partner or one of the partners in the Partnership of **Moo View Cow Palace**, and the partner or one of the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.

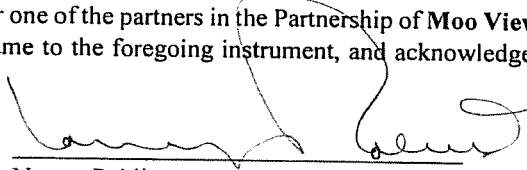


[Signature]
Notary Public
Residing at: Burley, ID
My Commission expires: 2-5-2014

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

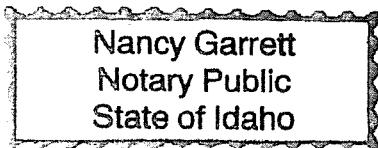
On this 24th day of February, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Kent R. Searle**, known or identified to me to be the partner or one of the partners in the Partnership of **Moo View Cow Palace**, and the partner or one of the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.




Notary Public
Residing at: Burley, ID
My Commission expires: 6-30-09

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

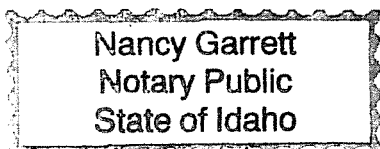
On this 13th day of February, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Craig E. Searle**, known or identified to me to be the partner or one of the partners in the Partnership of **Moo View Cow Palace**, and the partner or one of the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.

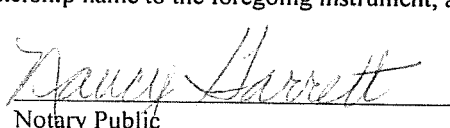



Notary Public
Residing at: Burley, ID
My Commission expires: 2-5-2014

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

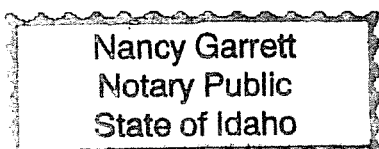
On this 20th day of February, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Clifford L. Searle**, known or identified to me to be the partner or one of the partners in the Partnership of **Moo View Cow Palace**, and the partner or one of the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.

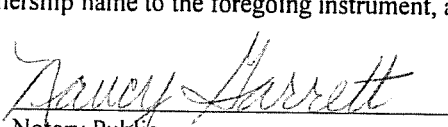



Notary Public
Residing at: Burley, ID
My Commission expires: 2-5-2014

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

On this 18th day of February, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Kelly C. Searle**, known or identified to me to be the partner or one of the partners in the Partnership of **Moo View Cow Palace**, and the partner or one of the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.




Notary Public
Residing at: Burley, ID
My Commission expires: 2-5-2014