

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 76225

JUL 30 2009

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1DEPT. OF WATER RESOURCES
SOUTHERN REGIONName of Applicant(s) John ReitsmaPhone 208-539-5000Mailing address 738 Canyon Rim RD Twin Falls Id 83301

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 Stan Hays President Snake River Man. Phone 208-731-9930Mailing address 3539 East 3000 North Kimberly, Idaho 83341 Email _____

- ☐ 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]
Signature of Applicant or Authorized Representative

Stan Hays President Snake River Man.
Print Name and Title if applicable

05/25/09
Date

[Signature]
Signature of Applicant or Authorized Representative

John Reitsma
Print Name and Title if applicable

6/28/09
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**.

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 well head can be modified to accomindate measuring device and lock.
An in-line flow meter could be fitted to pipeline with easy access for reading

- b. Who owns the property at the point(s) of diversion? John Reitsma

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: N/A

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: A gravel pit will be built and no irrigation will occure

- 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: Irrigation will continue on surrounding land under the same water rights. The new point of diversion will go to supply water for stock and commercial use on a
Organic dairy. All rights part of this transfer

- 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: _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

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DEPT. OF WATER RESOURCES
SOUTHERN REGION

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

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
☐ All or Part					
☒	47-17478	<u>.31</u> ^{1/4}	Commercial/Stock	01/01 to 12-31	Ground Water
☒	47*17480	.02	Commercial/Stock	01/01 to 12-31	Ground Water
☒	47-17476	<u>.14</u> ^{1/4}	Commercial/Stock	01/01 to 12-31	Ground Water
☒	47-13651	<u>.06</u>	Domestic/Stock	01/01 to 12-31	Ground Water
☐	~~47-12612~~	~~.04~~	~~Domestic~~	~~01/01 to 12-31~~	~~Ground Water~~
☐				to	
☐				to	
☐				to	
☐				to	

Total authorized under rights .39 cfs and/or 624.8 ac-ft

2. Total amount of water proposed to be transferred or changed .39 cubic feet per second and/or 624.8 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	1/4	1/4	1/4	Sec	Twp	Rge	County	Source	Local name or tag #
			se	se	12	12s	16e	Twin Falls	Ground Water	Existing Well
			~~se~~	~~se~~	~~12~~	~~12s~~	~~16e~~	~~Twin Falls~~	~~Ground Water~~	~~Exist Domestic Well~~
			Nw	Se	12	12s	16e	Twin Falls	Ground Water	Existing Well

4. Place of use: (If irrigation, identify with number of acres irrigated per 1/4 1/4 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	
12s	16e	12	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
12s	16e	13					x			x	N1/2								

Total Acres (for irrigation use) _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1 Continued

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

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☐ ☒	47-17478	.23	Commercial/Stock	01-01 to 12-31	Ground Water
☐ ☒	47-17480	.02	Commercial/Stock	01-01 to 12-31	Ground Water
☐ ☒	47-17476	.11	Commercial/Stock	01-01 to 12-31	Ground Water
☒ ☐	47-12812	.04	Domestic/Stock	01-01 to 12-31	Ground Water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights .23 cfs and/or 62 ac-ft

2. Total amount of water proposed to be transferred or changed .23 cubic feet per second and/or 62 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	1/4	1/4	1/4	Sec	Twp	Rge	County	Source	Local name or tag #
			Sw	SE	12	12S	16E	Twin Falls	Ground Water	Exsiting Well

4. Place of use: (If irrigation, identify with number of acres irrigated per 1/4 1/4 tract.)

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

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
12S	16E	12															X	X	

Total Acres (for irrigation use) 1 1/4

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

Transfer No. _____
 Receipt No. _____

Current Water Right No. 47-17478

Priority Date: 11/06/1961

Origin: Adjudication Recommendation

Basis: License

Status: Active

Source: GROUND WATER

Tributary to:

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	03/15 11/15	4.18 CFS	912.8 AFA	
	Total Diversion	4.18 CFS	912.8 AFA	.23 Cfs.

Source and Point(s) of Diversion:

GROUND WATER	SWNE	11S 18E 31	TWIN FALLS
GROUND WATER	SWSW	11S 18E 32	TWIN FALLS
GROUND WATER	SWNW	11S 18E 32	TWIN FALLS

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
11S 18E 31	1.6		8.5	38.0								2.6	40.0	26.0	38.0	34.0	188.7
11S 18E 32							39.0				1.0						40.0

Total Acres: 228.7

Conditions/Remarks:

- The rights listed below are limited to a total combined diversion rate 4.18 cfs. Combined Right Nos.: 47-174576 47-17478, 47-17480
- The right holder shall maintain a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.
- Right Nos. 47-17476, 47-17478 and 47-17480 are limited to the irrigation of a combined total of 228.7 acres in a single irrigation season.
- This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
- The rights listed below are limited to a total combined annual diversion volume of 914.8 af. Combined Right Nos.: 47-17476, 47-17478, 47-17480

Handwritten calculations:
 $4.18 \div 228.7 = 0.0182 \times 212.2 = 3.87$
 $228.7 - 16.5 = 212.2 = 3.87$
 $212.2 = 63.9$

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

Transfer No. _____
Receipt No. _____

Current Water Right No. 47-17478

6. Right 47-17478 is limited to the irrigation of 228 acres within the place of use described above in a single irrigation season.
7. 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. Use of this right is combined with water from Twin Falls Canal Co.

Documentation of Ownership of the Current Place of Use

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

Describe the affect on the current place of use for this water right if the place of use is changed pursuant to this transfer

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?

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

Transfer No. _____

Receipt No. _____

Current Water Right No. 47-17480

Priority Date: 04/03/1961

Origin: Adjudication Recommendation

Basis: License

Status: Active

Source: GROUND WATER**Tributary to:**

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	03/15 11/15	0.29 CFS	148.8 AFA	
Total Diversion		0.29 CFS	148.8 AFA	

Source and Point(s) of Diversion:

GROUND WATER	SWNE	11S 18E 31	TWIN FALLS
GROUND WATER	SWNW	11S 18E 32	TWIN FALLS
GROUND WATER	SWSW	11S 18E 32	TWIN FALLS

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
11S 18E 31	1.6		8.5	38.0					2.6				40.0	26.0	38.0	34.0	188.7
11S 18E 32							39.0				1.0						40.0

Total Acres: 228.7 *228.7*Conditions/Remarks:

1. The right holder shall maintain a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.
2. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
3. Right 47-17480 is limited to the irrigation of 105.1 acres within the place of use described above in a single irrigation season.
4. This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
5. The rights listed below are limited to a total combined diversion rate of 4.18 cfs. Combined Right Nos.: 47-17476, 47-17478, 47-17480

*CA = 228.7 * .001268 = .26/16.5 = .016 = .02*

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

Transfer No. _____
Receipt No. _____

Current Water Right No. 47-17480

6. The rights listed below are limited to a total combined annual diversion volume of 914.8 af.
Combined Right Nos.: 47-17476, 47-17478, 47-17480
7. Use of this right is combined with water from Twin Falls Canal Co.
8. Right Nos. 47-17476, 47-17478, 47-17480 are limited to the irrigation of a combined total of 228.7 acres in a single irrigation season.

Documentation of Ownership of the Current Place of Use

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

Describe the affect on the current place of use for this water right if the place of use is changed pursuant to this transfer

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?

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

Transfer No. _____

Receipt No. _____

Current Water Right No. 47-17476

Priority Date: 08/08/1954

Origin: Adjudication Recommendation

Basis: License

Status: Active

Source: GROUND WATER**Tributary to:**

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	03/15 11/15	1.90 CFS	832.4 AFA	
Total Diversion		1.90 CFS	832.4 AFA	

Source and Point(s) of Diversion:

GROUND WATER	SWNW	11S 18E	32	TWIN FALLS
GROUND WATER	SWNE	11S 18E	31	TWIN FALLS
GROUND WATER	SWSW	11S 18E	32	TWIN FALLS

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
11S 18E 31	1.6		8.5	38.0								2.6	40.0	26.0	38.0	34.0	188.7
11S 18E 32							39.0				1.0						40.0

Total Acres: 228.7

Conditions/Remarks:

- Right 47-17476 is limited to the irrigation of 208.1 acres within the place of use described above in a single irrigation season.
- Use of this right is combined with water from Twin Falls Canal Co.
- The rights listed below are limited to a total combined diversion rate 4.18cfs. Combined Right Nos.: 47-17476, 47-17478, 47-17480
- This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
- Right Nos. 47-17476, 47-17478, 47-17480 are limited to the irrigation of a combined total of 228.7 acres in a single irrigation season.

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

Transfer No. _____

Receipt No. _____

Current Water Right No. 47-17476

6. The rights listed below are limited to a total combined annual diversion volume of 914.8af.
Combined Right Nos.: 47-17476, 47-17478, 47-17480
7. The right holder shall maintain a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.
8. 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.

Documentation of Ownership of the Current Place of Use

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

Describe the affect on the current place of use for this water right if the place of use is changed pursuant to this transfer

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?

[Close](#)**IDAHO DEPARTMENT OF WATER RESOURCES**
Water Right Report

4/23/2009

WATER RIGHT NO. 47-12812

Owner Type	Name and Address
Current Owner	JOHN REITSMA 3586 US HWY 93 TWIN FALLS, ID 83301 (208)539-5007
Original Owner	LORRAINE PRATT
Original Owner	WILLIAM JAMES PRATT 2684 E 2700 N TWIN FALLS, ID 83301 (208)655-4450

Priority Date: 12/31/1940

Basis: Decreed

Status: Active

Source	Tributary
GROUND WATER	

Beneficial Use	From	To	Diversion Rate	Volume
STOCKWATER	1/01	12/31	0.02	CFS
DOMESTIC	1/01	12/31	0.04	CFS
Total Diversion			0.04	CFS

Location of Point(s) of Diversion:

GROUND WATER SESESE Sec. 12 Township 12S Range 16E TWIN FALLS County

Place(s) of use:

Place of Use Legal Description: STOCKWATER TWIN FALLS County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
12S	16E	12		SESE										

Place of Use Legal Description: DOMESTIC TWIN FALLS County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
12S	16E	12		SESE										

Conditions of Approval:

1. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
2. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
3. 20 CATTLE RP 12316E129000

Dates:

Licensed Date:

Decreed Date: 06/25/1999

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: OR

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

Total Acres (for irrigation use)

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2B

IF ONLY A PORTION OF THE RIGHT IS PROPOSED TO BE CHANGED, DESCRIBE THE PORTION BEING CHANGED AS IT APPEARS BEFORE THE REQUESTED CHANGES

☒ Complete and attach one copy of **Part 2B** for each right for which only a portion is proposed to be changed.

Right Number: 47-17476

[illegible]

2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per 1/4 1/4 tract.)

[illegible]

Total Acres (for irrigation use) 17

Total Acres (for irrigation use) 17

Total Acres (for irrigation use)	228.7
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Total Acres (for irrigation use)	228.7
----------------------------------	-------

Total Acres (for irrigation use)	228.7
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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 rights(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.: NA

(EXHIBIT), Attachment # 8a historical use from FSA
confirm map of Hay-

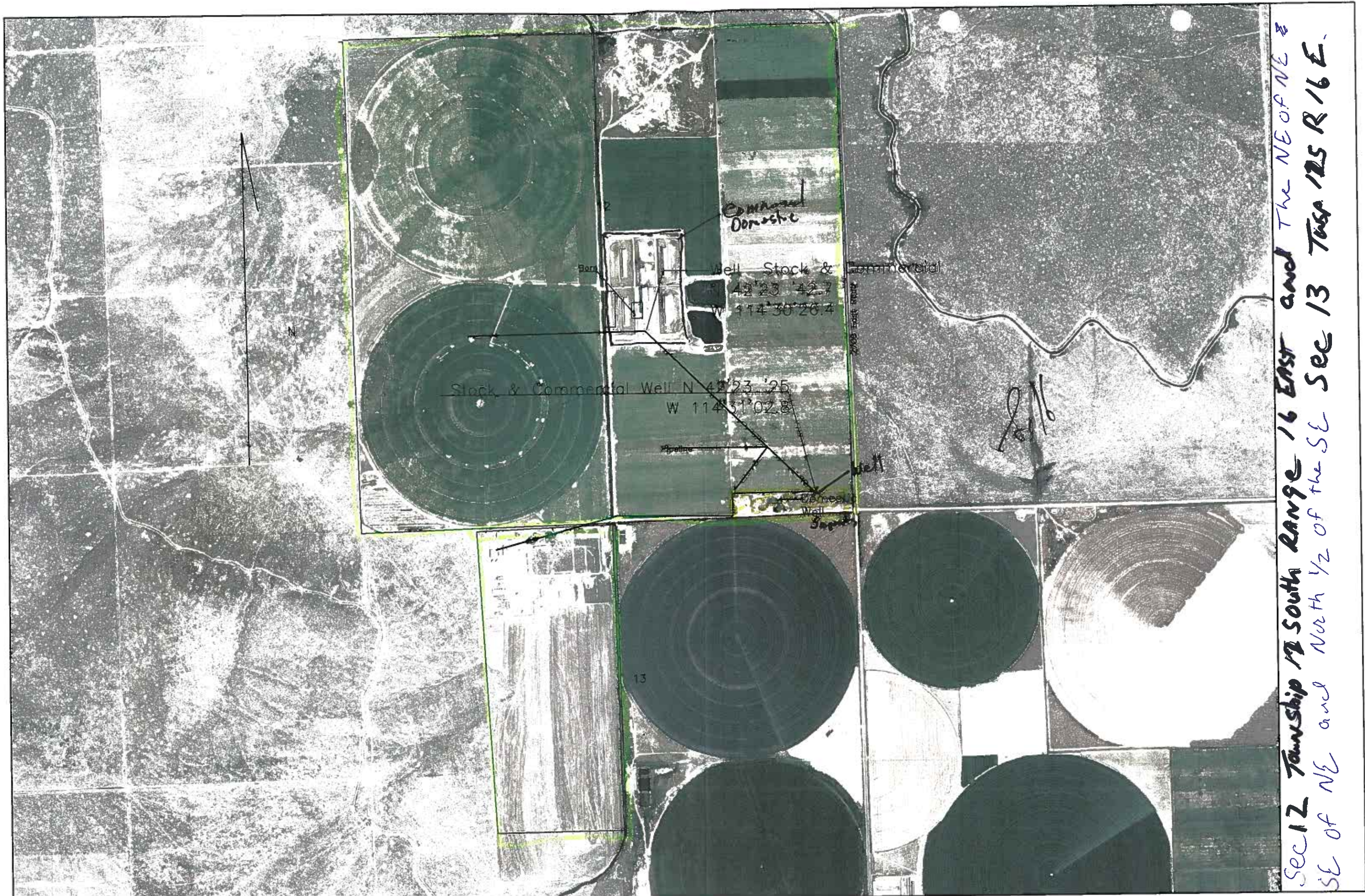
FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments.

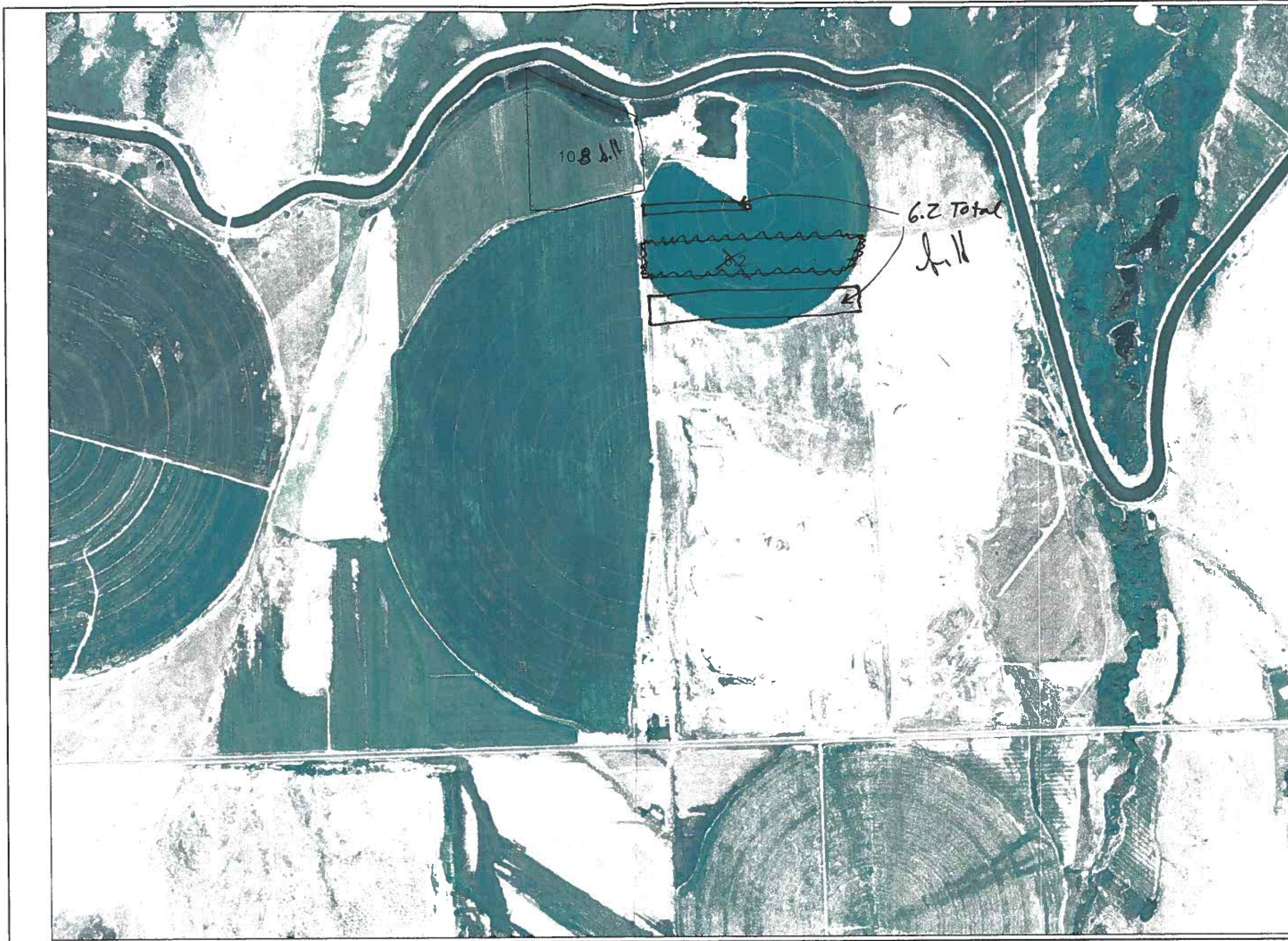
Received by _____ Date _____ Prelim. Check by _____ Date _____

Fee Paid _____ Date _____ Received by _____ Receipt # _____

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



Sec 12 Township 17 South Range 16 East and The NE of NE & SE of NE and North 1/2 of the SE Sec 13 Twp 12S R 16E.



54030SM

TitleFact, Inc.
P.O. Box 486
Twin Falls, Idaho 83303

TWIN FALLS COUNTY
Recorded for
TITLEFACT
2:19:07 pm 01-10-2006
2006-000556
No. Pages: 1 Fee: \$ 3.00
KRISTINA GLASCOCK
County Clerk
Deputy: CK111IK

CORPORATION WARRANTY DEED

FOR VALUE RECEIVED **LOUGHMILLER, INC.**, an Idaho Corporation, successor in interest to **LOUGHMILLER FARMS, INC.**, a corporation duly organized and existing under the laws of the state of Idaho, grantor, does hereby Grant, Bargain, Sell and Convey unto **JOHN REITSMA, a married man dealing with his sole and separate property**, Grantee, whose address is: 139 River Vista Pl
Ste 102, Twin Falls Idaho 83301, the following described real estate, situated in Twin Falls County, Idaho, to-wit:

Township 12 South, Range 16 East, Boise Meridian, Twin Falls County, Idaho
Section 12: NE¼; SE¼; and W¼

EXCEPT:

Township 12 South, Range 16 East, Boise Meridian, Twin Falls County, Idaho
Section 12: A portion of land in the SE¼ more particularly described as follows:
BEGINNING at the Southeast corner of said Section 12;
THENCE North along the East line of said Section a distance of 200 feet;
THENCE Westerly along a line parallel with the South line of said Section a distance of 70 rods;
THENCE Southerly along a line parallel with the East line of said Section a distance of 200 feet to the South line of said section;
THENCE East along said South line of said Section a distance of 70 rods to the POINT OF BEGINNING.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and 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 are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President and its Secretary.

Dated: January 4, 2006

LOUGHMILLER INC.

BY: William J. Loughmiller

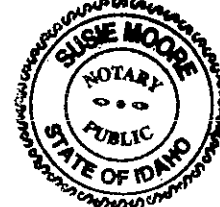
* * * * *

STATE OF IDAHO
County of Twin Falls

On this 10th day of January, 2006, before me, the undersigned, Notary Public in and for said State, personally appeared William J. Loughmiller, known to me to be the _____ of the corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Susie Moore
Notary Public for Idaho
Residing at: Twin Falls
My Commission expires: 11-28-2008



Case No. 54030SM

TitleFact, Inc.
163 Fourth Avenue North
P.O. Box 486
Twin Falls, Idaho 83303

**** SPACE ABOVE FOR RECORDER ****

TWIN FALLS COUNTY

Recorded for

TITLEFACT

2:19:08 pm 01-10-2006

2006-000557

No. Pages: 1 Fee: \$ 3.00

KRISTINA GLASCOCK

County Clerk

Deputy: CKULIK

WARRANTY DEED

FOR VALUE RECEIVED **SALMON CREEK FARMS, L.L.C.**, an Idaho Limited Liability Company, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **JOHN REITSMA, a married man dealing with his sole and separate property**, hereinafter called Grantee, whose address is: 139 Kiner Vista Place Ste 102, Twin Falls, ID, the following described premises in Twin Falls County, Idaho; to-wit: 8-3301

Township 12 South, Range 16 East, Boise Meridian, Twin Falls County, Idaho

Section 13:

E $\frac{1}{2}$ NW $\frac{1}{4}$;

NE $\frac{1}{4}$ SW $\frac{1}{4}$ EXCEPT the South 198 feet thereof.

SUBJECT TO Highway District right of way.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and the Grantee's heirs and assigns forever. And the said 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 described above; and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: January 4, 2006

SALMON CREEK FARMS, L.L.C.

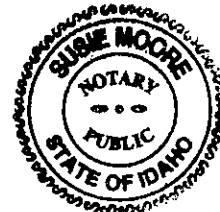
BY: *[Signature]*

STATE OF IDAHO
County of Twin Falls

On this 10th day of January, 2006, before me, a Notary Public in and for said State, personally appeared *Patrick Florence*, known or identified to me to be member of the limited liability company of **SALMON CREEK FARMS, L.L.C.**, and the member who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that they executed the same in said limited liability company name.

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

Susan Moore
Notary Public for Idaho
Residing in Twin Falls
Commission Expires 11-28-2008



Case No. 54422SM

TitleFact, Inc.
163 Fourth Avenue North
P.O. Box 486
Twin Falls, Idaho 83303

TWIN FALLS COUNTY
RECORDED FOR:
TITLEFACT
4:29:00 pm 04-04-2006
2006-008038
NO. PAGES: 1 FEE: \$3.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: SHARON

**** SPACE ABOVE FOR RECORDER ****

WARRANTY DEED

FOR VALUE RECEIVED **KYLE BENSON and AMY BENSON, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **JOHN REITSMA and SUSAN REITSMA, husband and wife**, hereinafter called Grantee, whose address is: 139 River Vista Place
Ste 102, Twin Falls Idaho 83301, the following described premises in Twin Falls County, Idaho; to-wit:

Township 12 South, Range 16 East, Boise Meridian, Twin Falls County, Idaho
Section 12: BEGINNING at the Southeast corner of the SE $\frac{1}{4}$ of said Section;
THENCE North along the East line of said Section a distance of 200 feet;
THENCE Westerly along a line parallel with the South line of said Section a distance of 70 rods;
THENCE Southerly along a line parallel with the East line of said Section a distance of 200 feet to the South line of said Section;
THENCE East along said South line of said Section a distance of 70 rods to the POINT OF BEGINNING.

SUBJECT TO Highway District right of way.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and the Grantee's heirs and assigns forever. And the said 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 described above; and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: March 31, 2006

Kyle Benson
KYLE BENSON
Amy Benson
AMY BENSON

* * * * *

STATE OF IDAHO
County of Twin Falls

On this 3rd day of April, 2006, before me, a Notary Public in and for said State, personally appeared **KYLE BENSON and AMY BENSON, husband and wife**, known or identified 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 official seal the day and year first above written.

Susan Moore
Notary Public for Idaho
Residing at Twin Falls
Commission expires 11-28-2008





United States
Department of
Agriculture

Farm and Foreign
Agricultural
Services

Farm Service
Agency

July 17, 2008

1441 Fillmore
Suite B
Twin Falls, Idaho
83301

208-733-5380
FAX 734-5138

Idaho Dept. of Water Resources
1341 Fillmore St.
Twin Falls, ID 83301

To Whom It May Concern:

This is to confirm that Mathers Ranch Inc. reported new seeding alfalfa planted in the 2002 crop year in SW NW of Section 32, Township 11 South, Range 18 East of the Boise Meridian.

Sincerely,

Candy Hansing
Candy Hansing
Program Technician

FSA-578 (Producer Print)

REPORT OF ACREAGE

PROGRAM YEAR 2003

DATE: 06-20-2008

Producer Name and Address ID
 MATHERS RANCH INC 8275
 3485 E 3100 N
 KIMBERLY, ID 83341-5251

NOTE: The following statements are made in accordance with the Privacy Act of 1974(5 USC 552a). The Agricultural Adjustment Act of 1938, as amended, and the Agricultural Act of 1949, as amended, authorized the collection of the following data. The data will be used to determine eligibility for assistance. Furnishing the data is voluntary, however, without it assistance cannot be provided. The data may be furnished to any agency responsible for enforcing the provisions of the Acts. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate, or any other aspect of this collection of information, including suggestions for reducing this burden, to the Department of Agriculture, Clearance Officer, Ag Box 7630, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0560-0004), Washington, D.C. 20503. RETURN THIS COMPLETED FORM TO YOUR FSA COUNTY OFFICE.

Farm Number	Tract Number	Field Num	Ir ID	Pr Crop	Var/ Type	Int Use	Crop Stat	Reported Acreage	Determined Acreage	Planting Date	Prod Share	Prod Name	RMA Unit	Opt Unit
-------------	--------------	-----------	-------	---------	-----------	---------	-----------	------------------	--------------------	---------------	------------	-----------	----------	----------

1491	0		Ni	OFAV				.00			1.0000	MATHERS RANCH INC		
	2823	1	Ir	MIXFG	AGM Forage	I		31.00			1.0000	MATHERS RANCH INC		
		3	Ir	GRASS	WTA Forage	I		22.20			1.0000	MATHERS RANCH INC		
		4	Ir	ALFAL	Forage	I		95.50			1.0000	MATHERS RANCH INC		
		5	Ir	MIXFG	AGM Forage	I		16.00			1.0000	MATHERS RANCH INC		
		6	Ir	MIXFG	AGM Forage	I		13.00			1.0000	MATHERS RANCH INC		

Photo Number/Legal Descriptions: 2823 T18 31.32-11-18

Cropland: 224.0 Farmland: 680.0

2821	0		Ni	OFAV				.00			1.0000	MATHERS RANCH INC		
	2790	1	ML Ir	BARLY	SPR Grain	I		45.00			1.0000	MATHERS RANCH INC		
		2	Ir	ALFAL	Forage	I		30.00			1.0000	MATHERS RANCH INC		
		3	Ir	ALFAL	Forage	I		25.00			1.0000	MATHERS RANCH INC		
		4	Ir	GRASS	WTA Forage	I		4.00			1.0000	MATHERS RANCH INC		
	2791	1	ML Ir	BARLY	SPR Grain	I		15.00			1.0000	MATHERS RANCH INC		
		2	Ir	GRASS	WTA Forage	I		4.00			1.0000	MATHERS RANCH INC		

Photo Number/Legal Descriptions:

2790 T18 29-11-18
 2791 T18 29-11-18

Cropland: 106.6 Farmland: 220.0

Crop Type	Prac	IU	Reported	Determined	Crop Type	Prac	IU	Reported	Determined	Crop Type	Prac	IU	Reported	Determined
MIXFG	AGM	I	FG	60.0	GRASS	WTA	I	FG	30.2	ALFAL	I	FG	150.5	
BARLY	SPR	I	GR	60.0										

PRODUCER'S CERTIFICATION: I certify to the best of my knowledge and belief that the acreage of crops and land uses listed herein are true and correct, and that all required crops and land uses have been reported for the farm as applicable. The signing of this form gives FSA representatives authorization to enter and inspect crops and land uses on the above identified land.

Producer's Signature

Date

This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, national origin, sex, age, marital status, or disability.

30/3

127

221

Grady
P.t

ALT 1
Grass 149
31.0

10.3

6
0.3

32.0

7
111

2
63.9

11-11-11

195.5

Gravel
P.t

44.2

IP	Air/
13.0	grass
	5
	16.0

$$\begin{array}{r|l} 31 & 32 \\ \hline 6 & 3 \end{array}$$

6.4

9
2.8



TWIN FALLS CANAL COMPANY

357 6TH AVE WEST
POST OFFICE BOX 326
TWIN FALLS, IDAHO 83303-0326



September 24, 2009

RE: Mathers Ranch, Inc. Water Shares

To whom it concern,

There are no Twin Falls Canal Company Water Shares on the following property that Mather's Ranch, Inc. owns.

SE1/4 SE1/4
E1/2 SW1/4 NE1/4 that land lying South of High Line Canal
NW1/4 SE1/4
SW1/4 SE1/4
SE1/4 SW1/4
SE1/4 NE1/4
All in Section 31, Township 11, Range 18

And

SW1/4 NW1/4
NW1/4 SW1/4
Section 32, Township 11, Range 18

All 100.00 shares are appurtenant to the NE1/4 SE1/4, W1/2 SE1/4 SE1/4 & SW1/4 SE1/4

Sincerely

Kay Puschel
Water Records

CONTRACT FOR SALE
OF WATER RIGHTS

THIS AGREEMENT is made and entered into this 25 day of June, 2009

By and between MATHERS RANCHES INC., hereinafter referred as seller, STAN HAYE of

SNAKE RIVER MANAGEMENT, INC., hereinafter referred to as their Brokerage Agent, and JOHN REITSMA hereinafter referred as Buyer

RECITALS

A. Seller owns water rights of fifty (50) acre feet appurtenant to seventeen (17) acres of land describe as follows

47-17476, 47-17478 and 47-17480 and desires to split fifty acre feet of the water right from degeed water rights to sell

The water rights are presently appurtenant to seventeen (17) acres of land located

In Twin Falls County, Idaho more particularly described as follows:

SE1/4 SE 1/4 Section 31 Township 11 South, Range 18 East. Of the Boise Meridian

The nature of use of this water right is for Irrigation purposes. (See exhibit A)

B. Buyers own real property located in Twin Falls County, Idaho more Particularly described as:

The SW1/4 of the SE1/4 of Section 12 Township 12 South Range 16 East
Of the Boise Meridian:

C. The parties wish to agree upon terms and conditions whereby Sellers will sell to Buyers

And buyers will purchase from Seller that portion of the Seller's water rights and make them

Appurtenant to real property of the Buyers more particularly described above, with the

Nature of use of the water is for Dairy (consumptive use). Such water rights are described as in (see exhibit A)

IT IS THEREFORE AGREED, in consideration of these recitals and promises and

Covenants hereafter contained as follows

1. Seller agrees to sell the water rights described in recital Exhibit A above for the total

Purchase price of FIFTY-SEVEN THOUSAND – DOLLARS (\$57000.00)

2. The parties acknowledge that this agreement is contingent upon the approval of the Transfer of the water rights to the Buyers in accordance with this agreement.

The transfer will be deemed complete upon the full approval of the transfer by the Idaho Department of Water Resources and the lapse of any protest or appeal period Allowed by law or if any protest or appeal of the final approval is timely filed, upon The final resolution of the appeal or protest upholding the validity of the transfer.

3. Within ten (30) days of this execution of this agreement the parties shall execute an Application with the department of water Resources and all other necessary documents To initiate transfer of the water rights from Seller to Buyers in accordance with this Agreement.

The parties shall fully cooperate to perform all actions and matters necessary to insure the Approval of the application, including making appearances at any hearing or conference That may be required.

All costs fees and expenses incurred in the filing and processing of the application for Transfer shall be borne exclusively by the Brokerage Agent. However any unforeseen legal

Or hydrology costs that are incurred do to appeal or demands by The Idaho department of Water Resource to the transfer source property is the responsibility of the Buyers.

If final approval of the transfer by the Idaho department of water Resources has not been provided by the

1st Day of July 2011 all protests and appeals resolved or barred by lapse of time

This Agreement shall be null and void.

4. Seller warrants to Buyers that:

(a) Seller has good title to the water rights and has the lawful authority to enter Into this Agreement.

(b) The real property to which the water rights are now appurtenant is not Encumbered by any mortgage, deed of trust or other lien, or that any mortgagee deed of Trust beneficiary or other lien holder has consented in writing to the transfer of the Water rights free of their liens.

5. Buyers shall diligently pursue the application for the transfer of water rights in Order that the application will receive consideration in the quickest possible time.-

6. Should either party be in default under this Agreement, the other party shall give Notice by certified mail to the other of the nature of every claimed event of default at The address provided bellow.

If the default is not timely cured within (10) days of the receipt of the notice,

The party giving the notice may:

- (a) Pursue any other remedy to which that party may be entitled under the laws of the state of Idaho.

7. The day of closing shall be a regular business day not more than ten (10) days after the

Final approval of the water rights transfer applied for pursuant to this agreement by the Idaho Department of Water Resource and the lapse of any time to file by lawful protest

Or appeal, closing shall occur at the office of the Twin Falls Title and Escrow

Company, Twin Falls Idaho. Any costs at closing shall be paid by Snake River Management

8. The parties acknowledge that the terms, conditions and covenants of this agreement shall

Supersede any prior negotiations and agreements of the parties, that there is no other

Agreements not contained in this agreement and that this Agreement shall be the final

Expression of the agreement of the parties and shall control. No modifications of this

Agreement shall be valid unless in writing and executed by all parties hereto. No amendment

Or modification of this Agreement shall be effective unless it is made in writing

Executed by all parties.

9. Seller has agreed to pay a commission to the Brokerage agent Stan Haye of Snake

River Management, based on the sale price of the water rights. Due and payable upon the closing of this Agreement

Buyers are not obligated for the payment of any commission to Stan Haye, Snake River Management, Inc. without a separate written agreement to that effect.

10. The parties advised that they should seek the advise of legal counsel of their own Choosing prior to entering this Agreement.

11. Buyers cannot assign their interest in this Agreement to any third party

12. If default be made by either party hereto in keeping or performing any of the Convents, conditions or agreements conditions or agreements herin agreed to be kept by Them and the other party is required to employ an attorney to enforce any of the Convents, conditions or agreements herin contained, then and in such event, the party in Default agrees to pay, in addition to all other sumes herrin agreed to be paid by them a Reasonable attorneys fee together with any costs and disbursements that may be in cured In forcing this Agreement.

13. The parties hereto acknowledge and agree that time is and shall be, the essence of each and every term and condition contained herein.

14. This agreement shall be binding upon and shall insure to the benifitof and be binding Upon heirs, successors and assigns of the parties

IN WITNESS WHEREOF, the parties hereto have subscribed their names the day and year in this Agreement first above written.

SELLER
MATHERS RANCHES INC.

Doug Mathers Pres.
Doug Mathers President

Lottie Mathers, Sec.
Lottie Mathers Secretary

BUYER
JOHN REITSMA

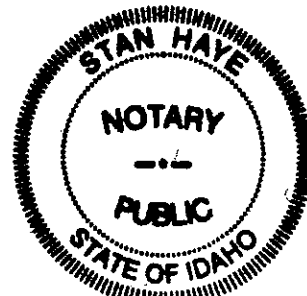
John Reitsma
John Reitsma

John Reitsma
John Reitsma

BROKERAGE AGENT
STAN HAYE
SNAKE RIVER MANAGEMENT, INC.

Stan Haye Pres.
Stan Haye President

STATE OF IDAHO)
County of Twin Falls)SS.



On this 15 day of June, 2009, before me, a Notary Public, in and for said County and State, personally appeared DOUG AND LOTTIE MATHERS, known or identified to me to be the PRESIDENT AND SECRETARY of the corporation that executed the instrument. On behalf of said corporation and acknowledge to me that such corporation executed the same

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

Stan Haye
NOTARY PUBLIC FOR IDAHO
Residing at: TF Cam
My Commission expires: 8-25-2012

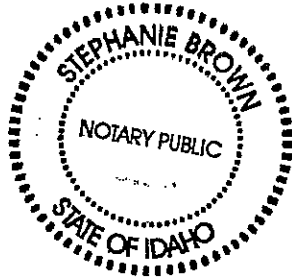
STATE OF IDAHO)

) SS.

County of Twin Falls)

On this 30th day of June, 2009, before me, a Notary Public, in and for said County and State, personally appeared John Reitsma that known or identified to me to be the person whose name is subscribed to the within instrument and acknowledge to me that executed the same

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



Stephanie Brown
NOTARY PUBLIC FOR IDAHO
Residing at: Jerome
My Commission expires: 10/16/12

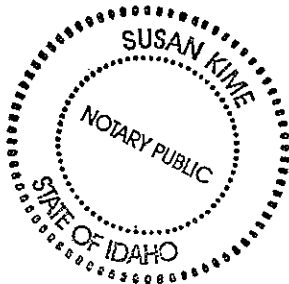
STATE OF IDAHO)

) SS.

County of Twin Falls)

On this 15th day of June, 2009, before me, a Notary Public, in and for said County and State, personally appeared STAN HAYE, known or identified to me to be the PRESIDENT of that corporation that executed the instrument. On behalf of said corporation and acknowledge to me that such corporation executed the same

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



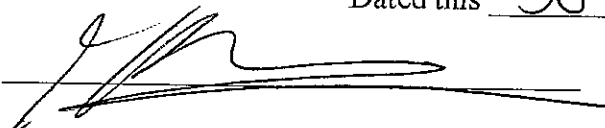
Susan Kime
NOTARY PUBLIC FOR IDAHO
Residing at: Jerome, Id.
My Commission expires: 8-29-14

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

POWER OF ATTORNEY

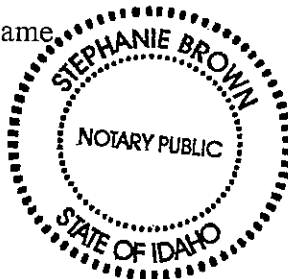
The undersigned holder(s) of Permit / Application No. Permit No. 07
5 Mafie - Reetsma of the
Department of Water Resources of the State of Idaho hereby nominates Stan Hoge
35392 300N Kinkley Id. 83341, whose address is
as attorney-in-fact, with full authority to act for and on behalf of the undersigned in all matters
pertaining to the above numbered permit or application. Such acts shall include, but not be
limited to, the filing of application, receiving of all notices, the signing and filing of applications
for extension of time and for amendments of said permits, and the submission of proofs of
completion of works and beneficial use of water.

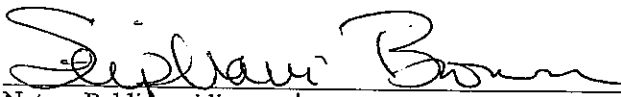
Dated this 30th day of June, 2009.



STATE OF IDAHO)
County of Jerome) ss

On this 30th day of June, 2009, personally appeared
before me the signer(s) of the above instrument, who duly acknowledged to me that he (she)
(they) executed the same




Notary Public residing at Jerome, Idaho

SEAL

My commission expires: 10/16/12