

Transfer No. 75550
Receipt No.E035009

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**

1. Applicant Information SNARR FAMILY MANAGEMENT LLC
201 N 2600 E
ROBERTS ID 83444
(208)228-3906

Will this transfer result in an ownership change? ☒ Yes ☐ No

2. Current Water Right**Part 2 Attached for Each Right**

	Origin/Basis	Rate	Volume	Acre Limit	Total Acres	Source
31-296	WR/Decreed	3.20			363.0	THREEMILE CREEK, WEST THREEMILE CREEK
31-301	WR/Decreed	3.20			363.0	THREEMILE CREEK, WEST THREEMILE CREEK
31-300A	WR/Decreed	1.60			363.0	THREEMILE CREEK, WEST THREEMILE CREEK
31-299A	WR/Decreed	0.80			363.0	THREEMILE CREEK, WEST THREEMILE CREEK
31-297	WR/Decreed	3.20			363.0	THREEMILE CREEK, WEST THREEMILE CREEK

3. Purpose of Transfer (Change Proposed)**Part 3A Attached for Each Proposed Right****Part 3B Attached for Each Split Right**

Right	Split	POD	POU	Add POD	Period of Use	Nature of Use
31-296	NO	YES	YES	NO	NO	NO
31-301	NO	YES	YES	NO	NO	NO
31-300A	NO	YES	YES	NO	NO	NO
31-299A	NO	YES	YES	NO	NO	NO
31-297	YES	YES	YES	NO	NO	NO

Describe the reason for the proposed changes

In order to honor a water right sales agreement between the applicant and the seller, it is necessary to rearrange the water rights on the place of use consistent with the agreement. There is no change in the total number of irrigated acres under the original rights. Also, the land of the applicant can only be served by 3 out of the 4 decreed points of diversion. The transfer will correct the legal description of one of these points of diversion because the SRBA decree was in error. The point of diversion that cannot serve the place of use will be changed to a point of diversion that can be used. Another point of diversion will be more clearly described down to the 10 acre tract. The actual physical ditch locations will remain unchanged.

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MAY 06 2009

Department of Water Resources
Eastern Region

4. FOR CHANGES IN NATURE OF USE ONLY

A. Describe the expected quantity of the return flows and location of discharge after the proposed change

B. Describe the effects on other water uses resulting from the proposed change

5. Total Amounts Transferred

	Rate	Acre Limit	Total Acres	Volume
31-296	3.20 cfs		331.0	
31-301	3.20 cfs		331.0	
31-300A	1.60 cfs		331.0	
31-299A	0.80 cfs		331.0	
31-12153	2.20 cfs		331.0	
TOTAL	11.00 cfs		331.0	

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

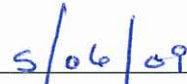
I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application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



(Signature of Applicant)



(Title or Office)



(Date)

Current Water Right No. 31-296

Priority Date: April 01, 1892
Origin: Water Right
Basis: Decreed
Status: Active

Source: WEST THREEMILE CREEK
THREEMILE CREEK

Tributary: THREEMILE CREEK
BEAVER CREEK

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	05/01 10/31	3.20 CFS		
	Total Diversion	3.20 CFS		

THREEMILE CREEK	NENE	Sec. 19 Twp 12N	Rge 37E	CLARK County
THREEMILE CREEK	SENE	Sec. 19 Twp 12N	Rge 37E	CLARK County
WEST THREEMILE CREEK	NESW	Sec. 19 Twp 12N	Rge 37E	CLARK County
THREEMILE CREEK	NWSWSE	Sec. 19 Twp 12N	Rge 37E	CLARK County

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
12N	37E	19											32.0			35.0	30.0	97.0	
12N	37E	20										4.0						4.0	
12N	37E	29					8.0	32.0	40.0	29.0	13.0	15.0						137.0	
12N	37E	30	40.0	33.0		39.0									13.0			125.0	

Conditions/Remarks:

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1. 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.
2. USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 363 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 31-00296, 31-00297, 31-00299A, 31-00300A, 31-00301
3. RIGHT INCLUDES ACCOMPLISHED CHANGE IN SOURCE PURSUANT TO SECTION 42-1425, IDAHO CODE.
4. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 12.0 CFS. COMBINED RIGHT NOS.: 31-00296, 31-00297, 31-00299A, 31-00300A, 31-00301
5. RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
6. RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.

Documentation of Ownership of the Current Place of Use
Warranty Deed

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?
NO

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

No change. Same lands will continue to be irrigated, but rights will be rearranged consistent with water rights division agreement.

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?
NO

Transfer No. 75550
Receipt No.E035009

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

Current Water Right No. 31-301

Priority Date: April 01, 1913
Origin: Water Right
Basis: Decreed
Status: Active

Source: WEST THREEMILE CREEK **Tributary:** THREEMILE CREEK
THREEMILE CREEK BEAVER CREEK

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	05/01 10/31	3.20 CFS		
	Total Diversion	3.20 CFS		

Source and Point(s) of Diversion:

THREEMILE CREEK	NENE	Sec. 19 Twp 12N Rge 37E CLARK County
THREEMILE CREEK	SENE	Sec. 19 Twp 12N Rge 37E CLARK County
WEST THREEMILE CREEK	NESW	Sec. 19 Twp 12N Rge 37E CLARK County
THREEMILE CREEK	NWSWSE	Sec. 19 Twp 12N Rge 37E CLARK County

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	
12N 37E 19												32.0			35.0	30.0	97.0
12N 37E 20											4.0						4.0
12N 37E 29					8.0	32.0	40.0	29.0	13.0	15.0							137.0
12N 37E 30	40.0	33.0		39.0									13.0				125.0

Total Acres: 363

Conditions/Remarks:

- USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 12.0 CFS. COMBINED RIGHT NOS.: 31-00296, 31-00297, 31-00299A, 31-00300A, 31-00301

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2. USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 363 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 31-00296, 31-00297, 31-00299A, 31-00300A, 31-00301
3. THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
4. RIGHT INCLUDES ACCOMPLISHED CHANGE IN SOURCE PURSUANT TO SECTION 42-1425, IDAHO CODE.
5. RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
6. RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.

Documentation of Ownership of the Current Place of Use
Warranty Deed

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?
NO

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

No change. Same lands will continue to be irrigated, but rights will be rearranged consistent with water rights division agreement.

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?
NO

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

Current Water Right No. 31-300A

Priority Date: April 01, 1913
Origin: Water Right
Basis: Decreed
Status: Active

Source: WEST THREEMILE CREEK **Tributary:** THREEMILE CREEK
THREEMILE CREEK BEAVER CREEK

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	05/01 10/31	1.60 CFS		
	Total Diversion	1.60 CFS		

Source and Point(s) of Diversion:

THREEMILE CREEK	NENE	Sec. 19 Twp 12N Rge 37E CLARK County
THREEMILE CREEK	SENE	Sec. 19 Twp 12N Rge 37E CLARK County
WEST THREEMILE CREEK	NESW	Sec. 19 Twp 12N Rge 37E CLARK County
THREEMILE CREEK	NWSWSE	Sec. 19 Twp 12N Rge 37E CLARK County

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		
12N 37E 19												32.0				35.0	30.0	97.0
12N 37E 20											4.0							4.0
12N 37E 29					8.0	32.0	40.0	29.0	13.0	15.0								137.0
12N 37E 30	40.0	33.0		39.0									13.0					125.0

Total Acres: 363

Conditions/Remarks:

- USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 363 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 31-00296, 31-00297, 31-00299A, 31-00300A, 31-00301

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2. 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.
3. RIGHT INCLUDES ACCOMPLISHED CHANGE IN SOURCE PURSUANT TO SECTION 42-1425, IDAHO CODE.
4. RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.
5. RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
6. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 12.0 CFS. COMBINED RIGHT NOS.: 31-00296, 31-00297, 31-00299A, 31-00300A, 31-00301

Documentation of Ownership of the Current Place of Use
Warranty Deed

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?
NO

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

No change. Same lands will continue to be irrigated, but rights will be rearranged consistent with water rights division agreement.

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?
NO

Transfer No. 75550
Receipt No. E035009

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

Current Water Right No. 31-299A

Priority Date: August 22, 1910
Origin: Water Right
Basis: Decreed
Status: Active

Source: WEST THREEMILE CREEK **Tributary:** THREEMILE CREEK
THREEMILE CREEK BEAVER CREEK

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	05/01 10/31	0.80 CFS		
	Total Diversion	0.80 CFS		

Source and Point(s) of Diversion:

THREEMILE CREEK	NENE	Sec. 19 Twp 12N Rge 37E CLARK County
THREEMILE CREEK	SENE	Sec. 19 Twp 12N Rge 37E CLARK County
WEST THREEMILE CREEK	NESW	Sec. 19 Twp 12N Rge 37E CLARK County
THREEMILE CREEK	NWSWSE	Sec. 19 Twp 12N Rge 37E CLARK County

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	
12N 37E 19												32.0			35.0	30.0	97.0
12N 37E 20											4.0						4.0
12N 37E 29					8.0	32.0	40.0	29.0	13.0	15.0							137.0
12N 37E 30	40.0	33.0		39.0									13.0				125.0

Total Acres: 363

Conditions/Remarks:

- USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 12.0 CFS. COMBINED RIGHT NOS.: 31-00296, 31-00297, 31-00299A, 31-00300A, 31-00301

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2. RIGHT INCLUDES ACCOMPLISHED CHANGE IN SOURCE PURSUANT TO SECTION 42-1425, IDAHO CODE.
3. RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.
4. USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 363 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 31-00296, 31-00297, 31-00299A, 31-00300A, 31-00301
5. 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.
6. RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

Documentation of Ownership of the Current Place of Use
Warranty Deed

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?
NO

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

No change. Same lands will continue to be irrigated, but rights will be rearranged consistent with water rights division agreement.

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?
NO

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

Current Water Right No. 31-297

Priority Date: April 01, 1884
Origin: Water Right
Basis: Decreed
Status: Active

Source: WEST THREEMILE CREEK **Tributary:** THREEMILE CREEK
THREEMILE CREEK BEAVER CREEK

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
STOCKWATER	04/01 12/31	0.24 CFS		
IRRIGATION	05/01 10/31	3.20 CFS		
	Total Diversion	3.20 CFS		

Source and Point(s) of Diversion:

THREEMILE CREEK	NENE	Sec. 19 Twp 12N Rge 37E CLARK County
THREEMILE CREEK	SENE	Sec. 19 Twp 12N Rge 37E CLARK County
WEST THREEMILE CREEK	NESW	Sec. 19 Twp 12N Rge 37E CLARK County
THREEMILE CREEK	NWSWSE	Sec. 19 Twp 12N Rge 37E CLARK County

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		
12N 37E 19												32.0				35.0	30.0	97.0
12N 37E 20											4.0							4.0
12N 37E 29					8.0	32.0	40.0	29.0	13.0	15.0								137.0
12N 37E 30	40.0	33.0		39.0									13.0					125.0

Total Acres: 363

Conditions/Remarks:

- RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.

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2. RIGHT INCLUDES ACCOMPLISHED CHANGE IN SOURCE PURSUANT TO SECTION 42-1425, IDAHO CODE.
3. RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
4. STOCKWATER, 1100 CATTLE
5. USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 363 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 31-00296, 31-00297, 31-00299A, 31-00300A, 31-00301
6. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 12.0 CFS. COMBINED RIGHT NOS.: 31-00296, 31-00297, 31-00299A, 31-00300A, 31-00301
7. THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
8. 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.

Documentation of Ownership of the Current Place of Use
WARRANTY DEED

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?
NO

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

No change. Same lands will continue to be irrigated, but rights will be rearranged consistent with water rights division agreement.

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

NO

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3A**

Proposed Water Right No. 31-296

Priority Date: April 01, 1892

Origin: Water Right

Basis: Decreed

Status: Active

Source: THREEMILE CREEK**Tributary:** BEAVER CREEK

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	05/01 10/31	3.20 CFS		
	Total Diversion	3.20 CFS		

Source and Point(s) of Diversion:

THREEMILE CREEK	NENE	Sec. 19 Twp 12N Rge 37E CLARK County
THREEMILE CREEK	SWSENE	Sec. 19 Twp 12N Rge 37E CLARK County
THREEMILE CREEK	SWSE	Sec. 19 Twp 12N Rge 37E CLARK County
THREEMILE CREEK	NESWSE	Sec. 19 Twp 12N Rge 37E CLARK County

Describe the proposed diversion system

Point of Diversion # 1 DITCHES TO FLOOD IRRIGATION
 Point of Diversion # 2 DITCHES TO FLOOD IRRIGATION
 Point of Diversion # 3 DITCHES TO FLOOD IRRIGATION
 Point of Diversion # 4 DITCHES TO FLOOD IRRIGATION

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	
12N 37E 19															35.0	30.0	65.0
12N 37E 20											4.0						4.0
12N 37E 29					8.0	32.0	40.0	29.0	13.0	15.0							137.0
12N 37E 30	40.0	33.0		39.0									13.0				125.0

Total Acres: 331

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3A**

Proposed Water Right No. 31-301

Priority Date: April 01, 1913

Origin: Water Right

Basis: Decreed

Status: Active

Source: THREEMILE CREEK**Tributary:** BEAVER CREEK

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	05/01 10/31	3.20 CFS		
	Total Diversion	3.20 CFS		

Source and Point(s) of Diversion:

THREEMILE CREEK	NENE	Sec. 19 Twp 12N Rge 37E CLARK County
THREEMILE CREEK	SWSENE	Sec. 19 Twp 12N Rge 37E CLARK County
THREEMILE CREEK	SWSE	Sec. 19 Twp 12N Rge 37E CLARK County
THREEMILE CREEK	NESWSE	Sec. 19 Twp 12N Rge 37E CLARK County

Describe the proposed diversion system

Point of Diversion # 1 DITCHES TO FLOOD IRRIGATION
 Point of Diversion # 2 DITCHES TO FLOOD IRRIGATION
 Point of Diversion # 3 DITCHES TO FLOOD IRRIGATION
 Point of Diversion # 4 DITCHES TO FLOOD IRRIGATION

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	
12N 37E 19															35.0	30.0	65.0
12N 37E 20											4.0						4.0
12N 37E 29					8.0	32.0	40.0	29.0	13.0	15.0							137.0
12N 37E 30	40.0	33.0		39.0									13.0				125.0

Total Acres: 331

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3A**

Proposed Water Right No. 31-300A

Priority Date: April 01, 1913

Origin: Water Right

Basis: Decreed

Status: Active

Source: THREEMILE CREEK

Tributary: BEAVER CREEK

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	05/01 10/31	1.60 CFS		
	Total Diversion	1.60 CFS		

Source and Point(s) of Diversion:

THREEMILE CREEK	NENE	Sec. 19 Twp 12N Rge 37E CLARK County
THREEMILE CREEK	SWSENE	Sec. 19 Twp 12N Rge 37E CLARK County
THREEMILE CREEK	SWSE	Sec. 19 Twp 12N Rge 37E CLARK County
THREEMILE CREEK	NESWSE	Sec. 19 Twp 12N Rge 37E CLARK County

Describe the proposed diversion system

Point of Diversion # 1 DITCHES TO FLOOD IRRIGATION
Point of Diversion # 2 DITCHES TO FLOOD IRRIGATION
Point of Diversion # 3 DITCHES TO FLOOD IRRIGATION
Point of Diversion # 4 DITCHES TO FLOOD IRRIGATION

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	
12N 37E 19															35.0	30.0	65.0
12N 37E 20											4.0						4.0
12N 37E 29					8.0	32.0	40.0	29.0	13.0	15.0							137.0
12N 37E 30	40.0	33.0		39.0									13.0				125.0

Total Acres: 331

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3A**

Proposed Water Right No. 31-299A

Priority Date: August 22, 1910

Origin: Water Right

Basis: Decreed

Status: Active

Source: THREEMILE CREEK

Tributary: BEAVER CREEK

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	05/01 10/31	0.80 CFS		
	Total Diversion	0.80 CFS		

Source and Point(s) of Diversion:

THREEMILE CREEK	NENE	Sec. 19 Twp 12N Rge 37E CLARK County
THREEMILE CREEK	SWSENE	Sec. 19 Twp 12N Rge 37E CLARK County
THREEMILE CREEK	SWSE	Sec. 19 Twp 12N Rge 37E CLARK County
THREEMILE CREEK	NESWSE	Sec. 19 Twp 12N Rge 37E CLARK County

Describe the proposed diversion system

Point of Diversion # 1 DITCHES TO FLOOD IRRIGATION
Point of Diversion # 2 DITCHES TO FLOOD IRRIGATION
Point of Diversion # 3 DITCHES TO FLOOD IRRIGATION
Point of Diversion # 4 DITCHES TO FLOOD IRRIGATION

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	
12N 37E 19															35.0	30.0	65.0
12N 37E 20											4.0						4.0
12N 37E 29					8.0	32.0	40.0	29.0	13.0	15.0							137.0
12N 37E 30	40.0	33.0		39.0									13.0				125.0

Total Acres: 331

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3A**

Proposed Water Right No. 31-12153

Priority Date: April 01, 1884

Origin:

Basis: Decreed

Status: Pending
Transfer

Source: THREEMILE CREEK

Tributary: BEAVER CREEK

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
STOCKWATER	04/01 12/31	0.17 CFS		
IRRIGATION	05/01 10/31	2.20 CFS		
	Total Diversion	2.20 CFS		

Source and Point(s) of Diversion:

THREEMILE CREEK	NENE	Sec. 19 Twp 12N	Rge 37E	CLARK County
THREEMILE CREEK	SWSENE	Sec. 19 Twp 12N	Rge 37E	CLARK County
THREEMILE CREEK	SWSE	Sec. 19 Twp 12N	Rge 37E	CLARK County
THREEMILE CREEK	NESWSE	Sec. 19 Twp 12N	Rge 37E	CLARK County

Describe the proposed diversion system

Point of Diversion # 1 DITCHES TO FLOOD IRRIGATION
Point of Diversion # 2 DITCHES TO FLOOD IRRIGATION
Point of Diversion # 3 DITCHES TO FLOOD IRRIGATION
Point of Diversion # 4 DITCHES TO FLOOD IRRIGATION

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	
12N 37E 19															35.0	30.0	65.0
12N 37E 20											4.0						4.0
12N 37E 29					8.0	32.0	40.0	29.0	13.0	15.0							137.0
12N 37E 30	40.0	33.0		39.0									13.0				125.0

Total Acres: 331

Transfer No. 75550
 Receipt No.E035009

**IDAHO DEPARTMENT OF WATER RESOURCES
 APPLICATION FOR TRANSFER OF WATER RIGHT
 PART 3B**

PORTION OF RIGHT No. 31-297 NOT BEING TRANSFERRED

Priority Date: April 01, 1884

Origin:

Basis: Decreed

Status: Pending
 Transfer

Source: WEST THREEMILE CREEK **Tributary:** THREEMILE CREEK
 THREEMILE CREEK BEAVER CREEK

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
STOCKWATER	04/01 12/31	0.07 CFS		
IRRIGATION	05/01 10/31	1.00 CFS		
	Total Diversion	1.00 CFS		

Source and Point(s) of Diversion:

THREEMILE CREEK	NENE	Sec. 19 Twp 12N Rge 37E CLARK County
THREEMILE CREEK	SENE	Sec. 19 Twp 12N Rge 37E CLARK County
WEST THREEMILE CREEK	NESW	Sec. 19 Twp 12N Rge 37E CLARK County
THREEMILE CREEK	NWSWSE	Sec. 19 Twp 12N Rge 37E CLARK County

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	
12N 37E 19												32.0					32.0

Total Acres: 32



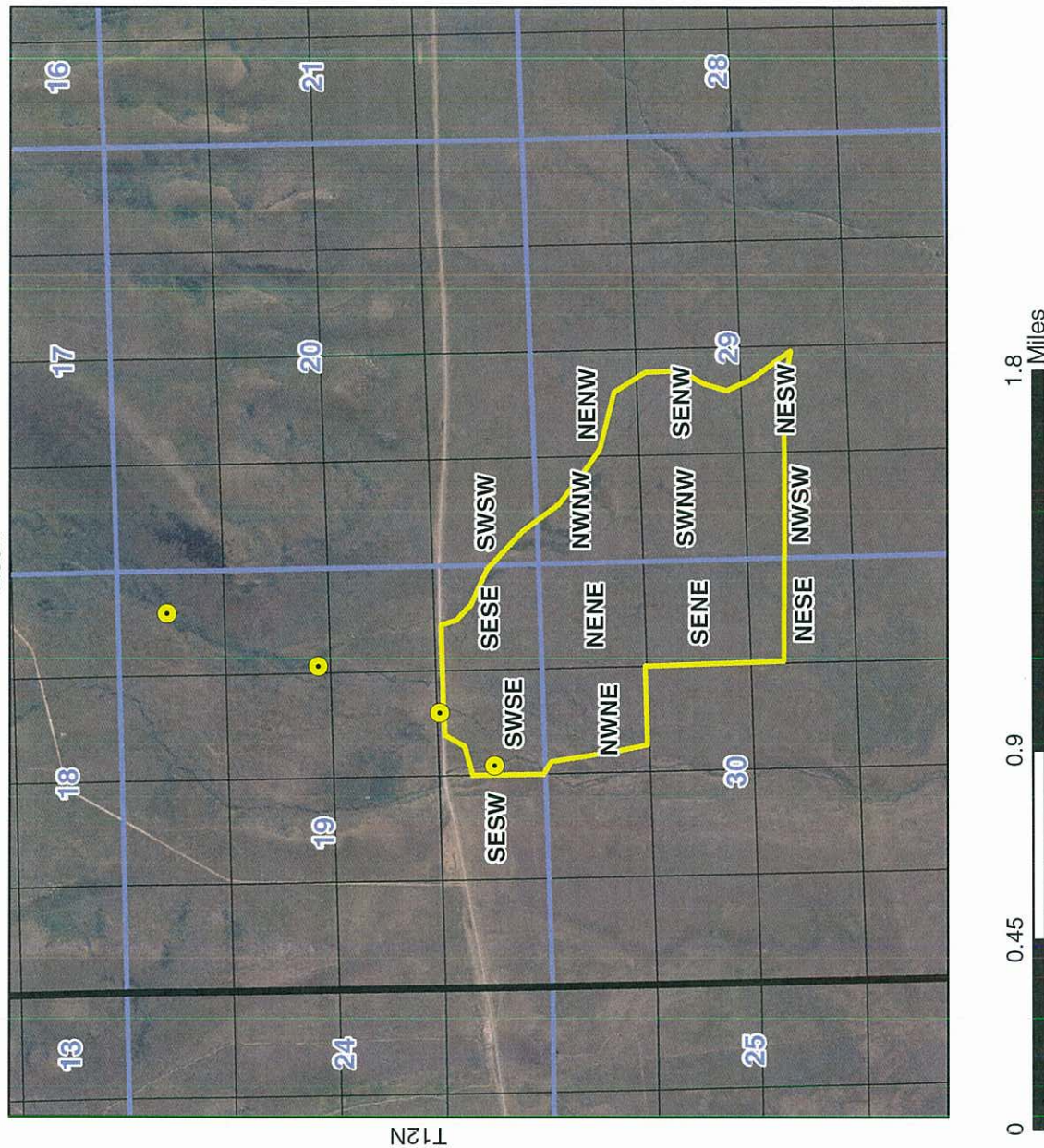
31-301, 31-300A, 31-299A, 31-12153
R36E

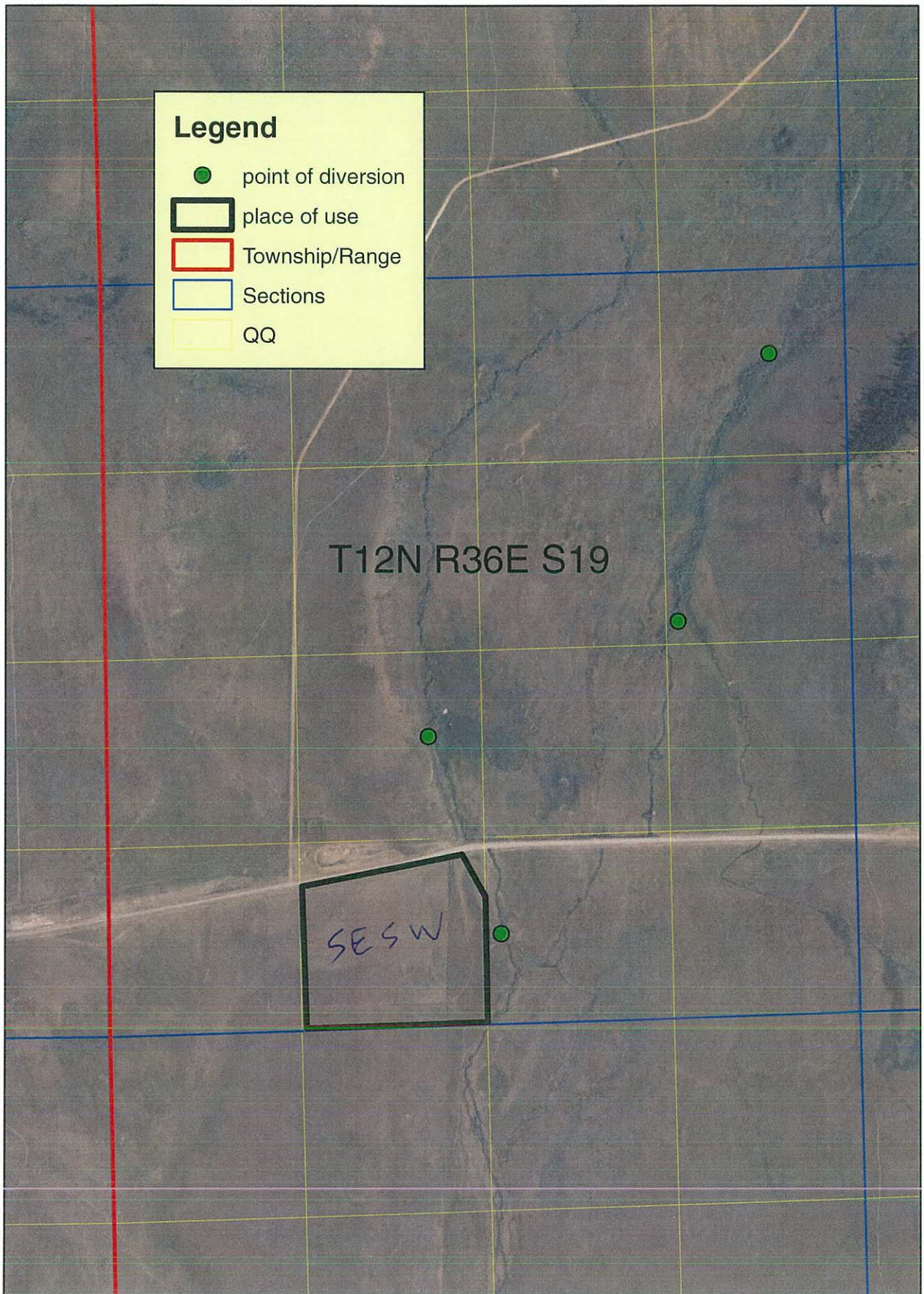
Point of Diversion

- | Place of Use | State Outline | Townships | PLS Sections | Quarter Quarters |
|---|---|---|---|---|
|  |  |  |  |  |



Prepared by Michael Holliday
On May 06, 2009
2004 Aerial Photography





PROPOSED WR 31-12152

25550

Microfilm No. 051159
6 Day Sept 2003
At 11.00 O'Clock A M
CONNIE S. OWEN
Clark Co. Recorder
Fee \$ 9-
Becky Nordstrom Deputy
Recorded at Request of
Alliance

WARRANTY DEED

THIS INDENTURE is made this 24th day of August, 2005, by DAVID J. HAGENBARTH AND JAMES F. HAGENBARTH, married men dealing with their sole and separate property, hereafter collectively referred to as the "Grantors", and DEAN SNARR, and DENNIS SNARR, dba DEAN SNARR AND SONS,*** whose mailing address is 201 N. 2600 E., Roberts, Idaho, 83444, hereafter collectively referred to as the "Grantee".

***joined herein by their spouses, Margaret Snarr and Donna Jo Snarr

WITNESSETH:

That the Grantors, for and in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to the Grantors in hand paid by the Grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and by these presents do grant, bargain, sell, convey and confirm unto the Grantee, and to the Grantee's heirs and assigns forever, all of the following described property, to-wit:

See Exhibit "A" attached hereto.

RESERVING unto the Grantors certain water rights presently appurtenant to the above described real property, all as provided in a document entitled "Water Rights Division Agreement" by and between Grantors and Grantee and executed and recorded simultaneously herewith.

SUBJECT to all patent and mineral rights reservations, oil, gas and geothermal reservations, all leases, rights of way, easements and protective covenants of record, and all county road rights-of-way, fence lines or boundary markers apparent upon visual inspection and all applicable building codes, laws and regulations.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, rents, issues and profits therefrom; and all estate, right, title and interest in and to the property, as well in law as in equity, of the Grantors.

TO HAVE AND TO HOLD the premises and the appurtenances unto the Grantee, and to the Grantee's heirs and assigns forever. The Grantors and the Grantors' heirs shall warrant and defend the premises in the quiet and peaceable possession of the Grantee and the Grantee's heirs and assigns, against the Grantors and the Grantors' heirs, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the premises as of the date hereof.

75550

3060516142-K

ALLIANCE TITLE & ESCROW CORP

IN WITNESS WHEREOF, the Grantors have executed the within instrument the day and year first above written.

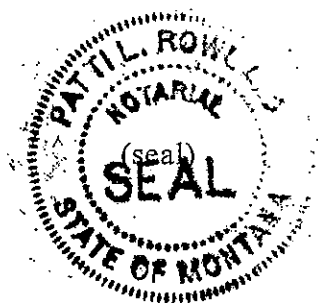
David J. Hagenbarth
David J. Hagenbarth

James F. Hagenbarth
James F. Hagenbarth

STATE OF MONTANA)
)ss.
County of Beaverhead)

On this 24th day of August, 2005, before me, the undersigned, a notary public, in and for said State, personally appeared David J. Hagenbarth and James F. Hagenbarth, 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.

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



Patricia J. Rowland
Notary Public for Montana
Residing at: Dillon, MT
My Commission Expires: 11/1/08

LEGAL DESCRIPTION
EXHIBIT "A"

Township 12 North, Range 37 East, Boise Meridian, Clark County, Idaho.

Section 19: Those portions of Lot 4 and the ^{SW SW}SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying North of the Spencer-Kilgore Road, S $\frac{1}{2}$ SE $\frac{1}{4}$.

Section 20: That portion of the S $\frac{1}{2}$ S $\frac{1}{2}$ lying South of the Spencer-Kilgore Road and that portion of the S $\frac{1}{2}$ SW $\frac{1}{4}$ lying North of the Spencer-Kilgore Road.

Section 29: W $\frac{1}{2}$ except SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 30: E $\frac{1}{2}$ E $\frac{1}{2}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ E $\frac{1}{2}$ W $\frac{1}{2}$

Section 31: N $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ E $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$

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

G:\WPDATA\DW5\2555\06, Snarr\Warranty Deed.wpd:smm

ALLIANCE
TITLE & ESCROW CORP.

P.O. Box 566, Rigby, ID 83442-0000, Phone (208) 745-9495 Fax (208) 745-7917

To: **Dean Snarr & Sons**
201 N. 2600 E.
Roberts, ID 83444

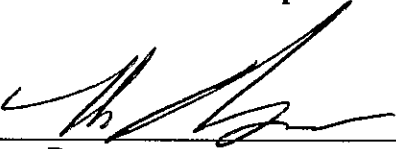
Order No.: **3060516142-K**
Date: **October 15, 2005**
Reference:

In connection with the above transaction, we enclose:

X **Policy of Title Insurance No. 72106-1279849**
X **Warranty Deed No. 051159**

Thank you for giving us the opportunity of serving you!

Alliance Title & Escrow Corp.

By: 

Kathleen Brown

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY
(10-17-92)

Policy No. 72106- 1279849

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

ALLIANCE TITLE &
ESCROW CORP.
130 E. MAIN STREET
P.O. BOX 732
REXBURG, ID 83440
(208)356-9323
FAX NO: (208)356-9325

CHICAGO TITLE INSURANCE COMPANY

By:



[Signature]

President

ATTEST:

[Signature]

Secretary

OWNER'S POLICY

SCHEDULE A

Order Number	Policy Number	Date of Policy	Amount of Insurance	Premium Amount
3060516142-K	72106-1279819	September 6, 2005 At 11:00AM	\$436,000.00	\$1,511.00

1. Name of Insured:

Dean Snarr, Margaret Snarr, Dennis Snarr and Donna Jo Snarr

2. The estate or interest in the land which is covered by this policy is:

Fee Simple

3. Title to the estate or interest in the land is vested in:

Dean Snarr, and Dennis Snarr, dba Dean Snarr and Sons, joined herein by their spouses, Margaret Snarr and Donna Jo Snarr

4. The land referred to in this policy is described as follows:

Township 12 North, Range 37 East, Boise Meridian, Clark County, Idaho.

Section 19: Those portions of Lot 4 and the SE ¼ SW ¼ lying North of the Spencer-Kilgore Road, S½ SE¼.

Section 20: That portion of the S½ S½ lying South of the Spencer-Kilgore Road and that portion of the S½ SW¼ lying North of the Spencer-Kilgore Road.

Section 29: W½ except SE¼ SW¼, SW¼ SE¼

Section 30: E½ E½, NW¼ NE¼, E½ E½ W½

Section 31: N½ NE¼, E½ E½ W½, SE¼

Section 32: N½ NE¼

END OF SCHEDULE A

OWNER'S POLICY

Order No: 3060516142-K

Policy No: 72106-1279819

SCHEDULE B PART I

EXCEPTIONS FROM COVERAGE

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

General Exceptions:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
3. Easements, or claims of easement, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

SCHEDULE B PART II

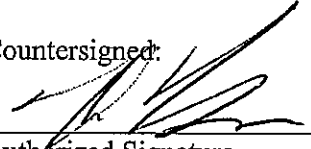
Special Exceptions:

1. Taxes, including any assessments collected therewith, for the year 2005, which are a lien not yet payable.
2. Right, title and interest of the Public in and to those portions of above described property falling within the bounds of roads and highways.
3. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted to: Utah Power and Light Company.
Purpose: Public Utilities.
Recorded: April 8, 1948 in Book 3 of Misc.
Page: 400, No. 17087 of Official Records.
4. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions, contained in a Grant Deed.
Recorded: August 14, 1941 in Book 11 of Deeds, page 465.
Instrument No. 14115 of Official Records.

5. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions, contained in a Right of Way Deed.
Recorded: July 11, 1956 in Book 14 of Deeds, page 329.
Instrument No.: 20857 of Official Records.
6. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions, contained in a Right of Way Deed.
Recorded: in Book 16 of Deeds, page 210.
Instrument No.: 25733, of Official Records.
7. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions, contained in a Consent to Easement and Covenant of Noninterference.
Recorded: October 8, 1968.
Instrument No. 26687.
8. Notwithstanding Paragraph 4 of the insuring clauses of the policy or policies to be issued, the policy or policies when issued will not insure against loss arising by reason of any lack of a right of access to and from the land.
(Affects Section 29 and 32)

END OF SCHEDULE B

Countersigned:



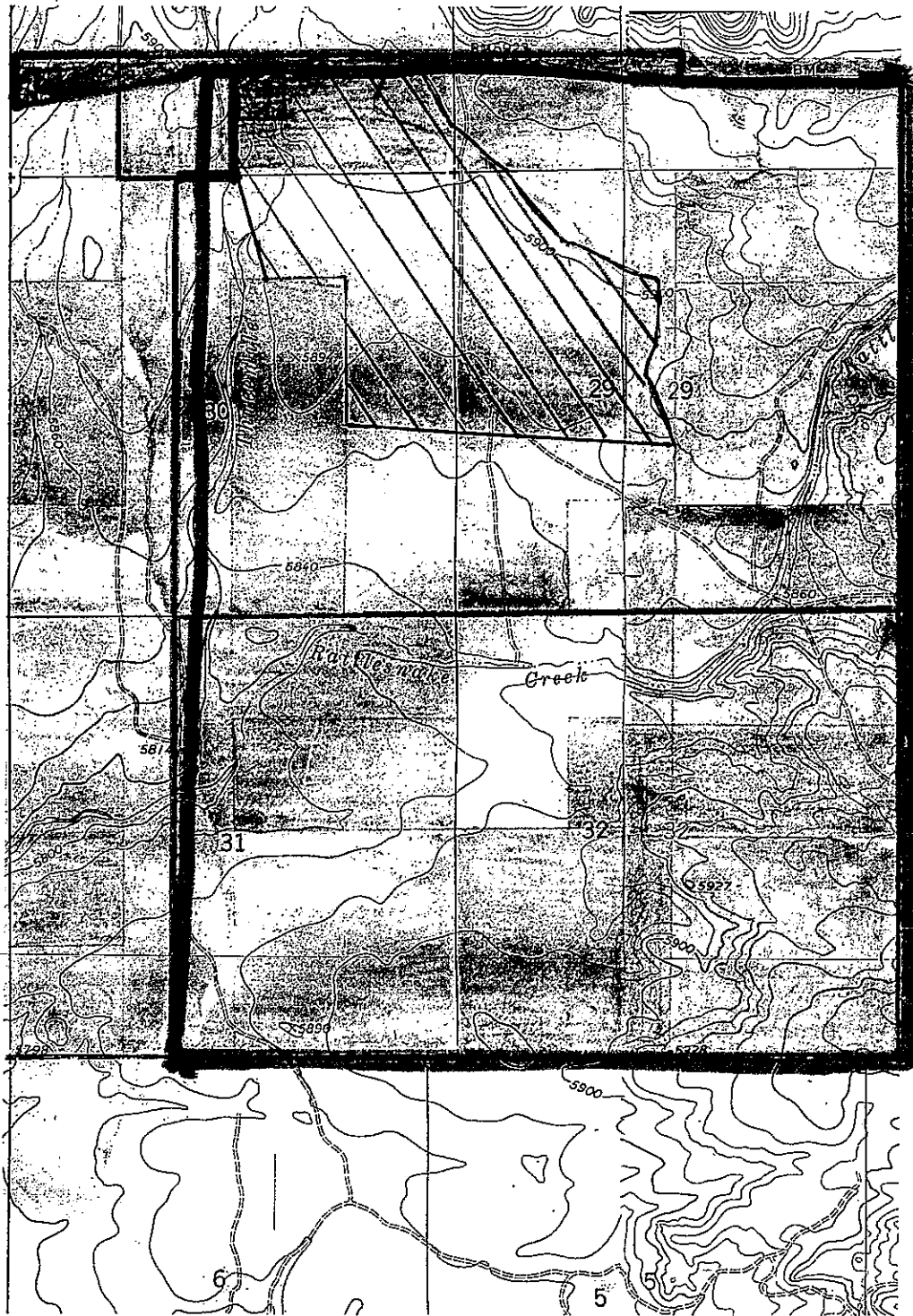
Authorized Signature

THREE MILE FIELD

To ←
Spencer

Spencer ROAD

→ MARTIN
Field



T 12 N
R 37 E

Deed
 State
 BLM
 RETAIN
 Irrigated
 Cross Fence
 Sale Boundary

ATTACHMENT B

75550

052636

**WATER RIGHTS
DIVISION AGREEMENT**

THIS AGREEMENT is made and entered into this 24th day of August, 2005, by and between David J. Hagenbarth and James F. Hagenbarth, married men dealing with their sole and separate property, hereafter referred to as "SELLERS", and Dean Snarr and Dennis Snarr, dba Dean Snarr and Sons, hereafter referred to as "BUYERS",

WITNESSETH:

That for and in consideration of the mutual covenants and agreements herein referenced and contained, the parties hereto agree as follows:

1. SELLERS have agreed to sell to BUYERS and BUYERS have agreed to purchase from SELLERS the following described real property, situate in the County of Clark, State of Idaho, to wit:

Township 12 North, Range 37 East, Boise Meridian, Clark County, Idaho.

Section 19: Those portions of Lot 4 and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying North of the Spencer-Kilgore Road, S $\frac{1}{2}$ SE $\frac{1}{4}$.

Section 20: That portion of the S $\frac{1}{2}$ S $\frac{1}{2}$ lying South of the Spencer-Kilgore Road and that portion of the S $\frac{1}{2}$ SW $\frac{1}{4}$ lying North of the Spencer-Kilgore Road.

Section 29: W $\frac{1}{2}$ except SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 30: E $\frac{1}{2}$ E $\frac{1}{2}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ E $\frac{1}{2}$ W $\frac{1}{2}$

Section 31: N $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ E $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$

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

RECEIVED

NOV 10 2008

DEPARTMENT OF WATER RESOURCES

Microfilm No. 052636
07 Day NOVEMBER 20 08
 At 1:15 PM
LISA BLACK
 Clark Co. Recorder
 Fee \$ 15.00
[Signature] Deputy
 Recorded at Request of
Dennis Snarr

2. The following described water rights are currently appurtenant to portions of the above described real property for irrigation and stockwatering purposes:

Water Right ID No.	Priority Date	Amount	Purpose
31-296	April 1, 1892	3.2 cfs	Irrigation
31-2967	April 1, 1884	3.2 cfs 0.24 cfs (Total: 3.2 cfs)	Irrigation Stockwatering
31-299A	August 22, 1910	0.8 cfs	Irrigation
31-300A	April 1, 1913	1.6 cfs	Irrigation
31-301	April 1, 1913	3.2 cfs	Irrigation
31-10153	April 2, 1884	0.24 cfs	Stockwatering (Instream - Three Mile Creek)
31-10156	April 2, 1884	0.24 cfs	Stockwatering (Instream - Rattlesnake Creek)

3. The above described real property being sold by SELLERS to BUYERS does not include all of the land to which the above described water rights are appurtenant. SELLERS are retaining a portion of such lands, which includes 32 irrigated acres within the SE¼ SW¼ of the above described Section 19, where SELLERS livestock will continue to be watered as well.

4. The parties hereby agree to divide the above described water rights as follows:

TO BUYERS:

31-296 - All
 31-297 - 2.2 cfs for irrigation of 331 acres
 0.17 cfs for stockwater
 Total 2.2 cfs
 31-299A - All
 31-300A - All
 31-301 - All
 31-10153 - 0.17 cfs for stockwater
 31-10156 - All

TO SELLERS:

31-297 - 1.0 cfs for irrigation of 32 acres

0.07 cfs for stockwater

Total: 1.0 cfs

31-10153 - 0.07 cfs for stockwater

052636

5. Each party agrees to cooperate fully with the other to initiate and complete in a timely manner any required procedure before the Idaho Department of Water Resources to modify the above listed water rights so that those rights and portions thereof being sold to BUYERS are formally made appurtenant to the land being sold to BUYERS, including 331 acres of irrigated lands within the above described real property, and so that those rights and portions thereof being retained by SELLERS for use upon the retained land are formally made appurtenant thereto, including the 32 acres of irrigated lands located within the portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 19 being retained by SELLERS.
6. Should either party default in the performance of any of the covenants or agreements contained herein, such defaulting party shall pay to the other party all costs and expenses, including, but not limited to, a reasonable attorney fee, including such fees on appeal, which the offended party may incur in enforcing this agreement or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of legal action or otherwise.
7. This agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, successors in interest and assigns of the parties hereto.
8. This agreement shall be interpreted, construed and governed by the laws of the State of Idaho.
9. The terms and provisions of this agreement shall survive the closing and the execution and delivery of instruments of transfer and conveyance. The terms of this agreement shall not be merged out by the execution and delivery of said instruments of transfer and conveyance.

052636

BUYER:

SELLERS:

DEAN SNARR & SONS,

By: [Signature]
Dennis Snarr

[Signature]
David J. Hagenbarth

By: [Signature]
Dean Snarr

[Signature]
James F. Hagenbarth

STATE OF MONTANA)
)ss.
County of Beaverhead)

On this 24th day of August, 2005, before me a notary public in and for said State, personally appeared David J. Hagenbarth known or identified to me (or proved to me on the oath of David J. Hagenbarth) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



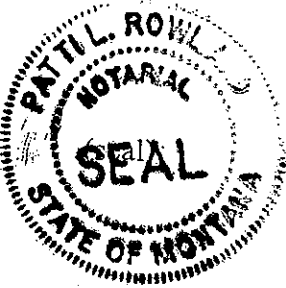
[Signature]
Notary Public for Montana
Residing at: Dillon, MT
My commission expires: 11/1/08

STATE OF MONTANA)
)ss.
County of Beaverhead)

052636

On this 24th day of August, 2005, before me a notary public in and for said State, personally appeared James F. Hagenbarth known or identified to me (or proved to me on the oath of James F. Hagenbarth) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

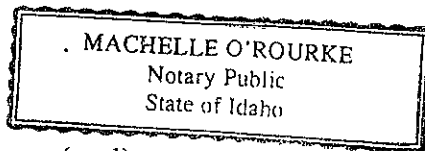


Patricia L. Rowland
Notary Public for Montana
Residing at: Dillon, MT
My commission expires: 11/1/08

STATE OF IDAHO)
)ss.
County of Bonneville)

On this 14th day of November, 2008, before me a notary public in and for said State, personally appeared Dean Snarr and Dennis Snarr, known or identified to me (or proved to me on the oath) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



(seal)

Machel O'Rourke
Notary Public for Idaho
Residing at: Idaho Falls
My commission expires: 11/1/11 MY COMMISSION EXPIRES
November 8, 2011

RECEIVED
MAY 07 2009

Department of Water Resources
Eastern Region

17 Day DECEMBER 20 0
At 9:30 O'Clock A
LISA BLACK
Clark Co. Recorder
Fee \$ 9.00
Recorded at Request of
SCOTT LEE

WARRANTY DEED

FOR VALUE RECEIVED, Dean Snarr and Dennis Snarr, d/b/a Dean Snarr and Sons, and their spouses Margaret Snarr and Donna Jo Snarr of 201 North 2600 East, Roberts, Idaho 83444, the **Grantors**, do hereby convey, grant and warrant unto, SNARR FAMILY MANAGEMENT, LLC, an Idaho Limited Liability Company, of 201 North 2600 East, Roberts, County of Jefferson, State of Idaho 83444, the **Grantee**, the following property located in Clark County and more particularly described as follows:

Township 12 North, Range 37 East, Boise Meridian, Clark County, Idaho.

Section 19: Those portions of Lot 4 and the SE1/4 SW1/4 lying North of the Spencer-Kilgore Road, S1/2 SE1/4.

Section 20: That portion of the S1/2 S1/2 lying South of the Spencer-Kilgore Road and that portion of the S1/2 SW1/4 lying North of the Spencer-Kilgore Road.

Section 29: W1/2 except SE1/4 SW1/4, SW1/4 SE1/4

Section 30: E1/2 E1/2, NW1/4 NE1/4, E1/2 E1/2 W1/2

Section 31: N1/2 NE1/4, E1/2 E1/2 W1/2, SE1/4

Section 32: N1/2 NE1/4

RESERVING unto the Grantors certain water rights presently appurtenant to the above described real property, all as provided in a document entitled "Water Rights Division Agreement" by and between Grantors and grantee and executed and recorded simultaneously herewith.

SUBJECT to all patent and mineral rights reservations, oil, gas and geothermal reservations, all leases, rights of way, easements and protective covenants of record, and all county road rights-of-way, fence lines or boundary markers apparent upon upon visual inspection and all applicable building codes, laws and regulations.

Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues and profits therefrom; and all estate, right, title and interest in and to said property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD the said premises, with all appurtenances, unto the said grantee, SNARR FAMILY MANAGEMENT, LLC, and its assigns forever. The said grantors do hereby covenant to and with the said grantees, that they are the owners in fee simple of said premises; that it is free from all incumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 31 day of January, 2008.

Dean Snarr
Dean Snarr

Margaret Snarr
Margaret Snarr

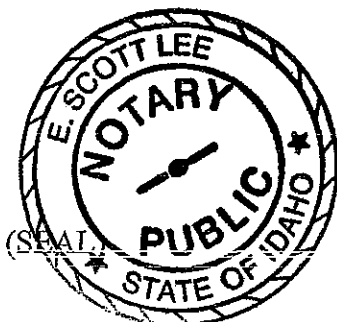
Dennis Snarr
Dennis Snarr

Donna Jo Snarr
Donna Jo Snarr

STATE OF IDAHO)

County of Bonneville) :ss

On this 12 day of September, 2008, before me, the undersigned Notary Public in and for said state, personally appeared Dean Snarr and Margaret Snarr known and identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me they executed the same.



[Signature]
Notary Public
Residing at:
My Commission Expires: 10-26-2012

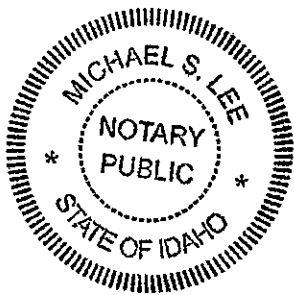
STATE OF IDAHO)

052978

:SS

County of Madison)

On this 31 day of January, 2008, before me, the undersigned Notary Public in and for said state, personally appeared Dennis Snarr and Donna Jo Snarr, known and identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me they executed the same.



(SEAL)

Michael S. Lee
Notary Public
Residing at: Rexburg, ID
My Commission Expires: 2/5/2013

052978

WARRANTY NO. 05330
15 Day AUGUST 20
At 9:32 O'Clock A
LISA BLACK
Clark Co. Recorder
Fee \$ 1.00 OK
Recorded at Request of
E. SCOTT LEE, PLLC

FIRST CORRECTED WARRANTY DEED

FOR VALUE RECEIVED, Dean Snarr and Dennis Snarr, d/b/a Dean Snarr and Sons, and their spouses Margaret Snarr and Donna Jo Snarr of 201 North 2600 East, Roberts, Idaho 83444, the **Grantors**, do hereby convey, grant and warrant unto, SNARR FAMILY MANAGEMENT, LLC, an Idaho Limited Liability Company, of 201 North 2600 East, Roberts, County of Jefferson, State of Idaho 83444, the **Grantee**, the following property located in Clark County and more particularly described as follows:

Township 12 North, Range 37 East, Boise Meridian, Clark County, Idaho.

Section 19: Those portions of Lot 4 and the SE1/4 SW1/4 lying North of the Spencer-Kilgore Road, S1/2 SE1/4.

Section 20: That portion of the S1/2 S1/2 lying South of the Spencer-Kilgore Road and that portion of the S1/2 SW1/4 lying North of the Spencer-Kilgore Road.

Section 29: W1/2 except SE1/4 SW1/4, SW1/4 SE1/4

Section 30: E1/2 E1/2, NW1/4 NE1/4, E1/2 E1/2 W1/2

Section 31: N1/2 NE1/4, E1/2 E1/2 W1/2, SE1/4

Section 32: N1/2 NE1/4

SUBJECT to all patent and mineral rights reservations, oil, gas and geothermal reservations, all leases, rights of way, easements and protective covenants of record, and all county road rights-of-way, fence lines or boundary markers apparent upon visual inspection and all applicable building codes, laws and regulations.

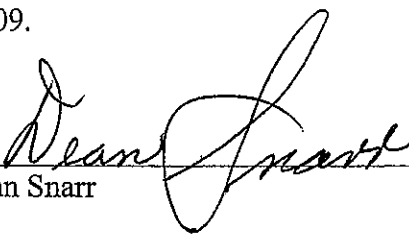
Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues and profits therefrom; and all estate, right, title and interest in and to said property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD the said premises, with all appurtenances, unto the said grantee, SNARR FAMILY MANAGEMENT, LLC, and its assigns forever. The said grantors do hereby covenant to and with the said grantees, that they are the owners

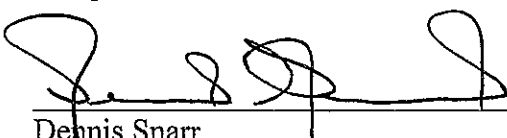
053307

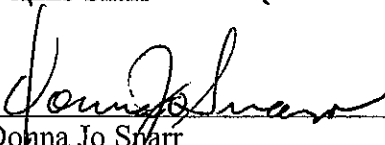
in fee simple of said premises; that it is free from all incumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 27th day of July, 2009.


Dean Snarr

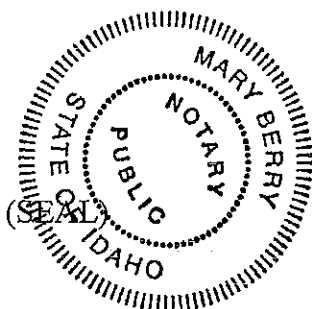

Margaret Snarr

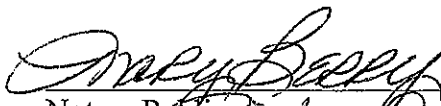

Dennis Snarr


Donna Jo Snarr

STATE OF IDAHO)
 :SS
County of Madison)

On this 27th day of July, 2009, before me, the undersigned Notary Public in and for said state, personally appeared Dean Snarr and Margaret Snarr known and identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me they executed the same.

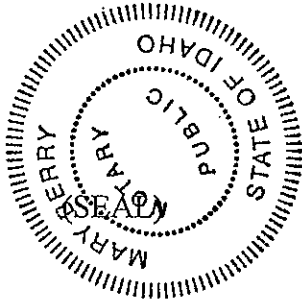



Notary Public
Residing at: 
My Commission Expires: 6/8/2011

053307

STATE OF IDAHO)
 :SS
County of Madison)

On this 27th day of July, 2009, before me, the undersigned Notary Public in and for said state, personally appeared Dennis Snarr and Donna Jo Snarr, known and identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me they executed the same.



Mary Berry

Notary Public
Residing at *Bozeman, Idaho*
My Commission Expires: *6/8/2011*

**THIS DEED IS BEING GIVEN TO CORRECT A PARAGRAPH IN REFERENCE
TO AN OBSOLETE WATER AGREEMENT THAT NO LONGER EXISTS.**