

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESRECEIVED
(Jul 17) JUL 7 2008
DEPT. OF WATER RESOURCES
SOUTHERN REGIONTransfer No. 75529APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1Name of Applicant Gregory J. Julia A Devries (DEVRIES) Phone 208-543-6971Mailing address 3971 N. 1200 E. Buhl Id. 83316 Email _____

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☒ Add diversion point(s) ☒ Change place of use
☒ Change nature of use ☒ Change period of use ☒ Other (Add New well to Existing Dwy TO)
2. Describe the reason for the proposed changes Supply 35 AF of Com/stock water to Site
existing in with the old well to create a total of 49.6 AF of
use. This will give the Dwy the appropriate amount of water
for the LCO permit.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
47-17459	8/8/54	.10	Com/stock	01-01 to 12-31
47-17453	11/06/61	.21	Com/stock	01-01 to 12-31
47-17457	4/3/01	.02	Com/stock	01-01 to 12-31
47-16331	12/16/80	.04 (14.6) ^{35AF}	Com/stock	01-01 to 12-31

2. Total amount of water being transferred .21 cubic feet per second and/or 49.6 acre-feet per annum.

3. Source of water _____ tributary to _____

4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion
		SE	NE	9	10S	14E	TF	New Well
	SE	SE	NE	9	10S	14E	Twin Falls	Existing Wells (2)

5. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10S	14E	9				X													

Total Acres NA

PART 1

6. General Information:

a. Description of diversion system A New well is to be drilled
After Approval of Transfer

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
_____ Yes X No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:

This land is being dried up for A Gravel pit.

d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And the said application is hereby _____, subject to the following conditions:

Witness my hand this _____ day of _____, 20_____.

For the Director

Transfer No. _____
Receipt No. _____

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

Current Water Right No. 47-17459

Priority Date: 08/08/1954

Origin: Adjudication Recommendation

Basis: License

Status: Active

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 DEPT. OF WATER RESOURCES
 SOUTHERN REGION

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	1.92 CFS	843.2 AFA	
Total Diversion		1.92 CFS	843.2 AFA	

Source and Point(s) of Diversion:

GROUND WATER	SWSW	11S 18E 32	TWIN FALLS
GROUND WATER	SWNW	11S 18E 32	TWIN FALLS
GROUND WATER	SWNE	11S 18E 31	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	37.0	191.7
11S 18E 32							39.0				1.0						40.0

Total Acres: 231.7

Conditions/Remarks:

1. 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.
2. Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
3. 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.
4. Right Nos. 47-17453, 47-17457, 47-17459 are limited to the irrigation of a combined total of 231.7 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. 47-17459

5. The rights listed below are limited to a total combined diversion rate of 4.23 cfs. Combined Right Nos.: 47-17453, 47-17457, 47-17459
6. Use of this right is combined with water from Twin Falls Canal Co.
7. The rights listed below are limited to a total combined annual diversion volume of 926.8 af. Combined Right Nos.: 47-17453, 47-17457, 47-17459
8. Right 47-17459 is limited to the irrigation of 210.8 acres within the place of use described above 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? NO

Transfer No. _____
Receipt No. _____

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

Current Water Right No. 47-17453

Priority Date: 11/06/1961

Origin: Adjudication Recommendation

Basis: License

Status: Active

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 DEPT. OF WATER RESOURCES
 SOUTHERN REGION

Source: GROUND WATER**Tributary to:**

Beneficial Use	From To	Diversion Rate	Volume	Subuse Code
IRRIGATION	03/15 11/15	4.23 CFS	924.8 AFA	
Total Diversion		4.23 CFS	924.8 AFA	

Source and Point(s) of Diversion:

GROUND WATER	SWSW	11S	18E	32	TWIN FALLS
GROUND WATER	SWNW	11S	18E	32	TWIN FALLS
GROUND WATER	SWNE	11S	18E	31	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	37.0	191.7
11S 18E 32							39.0			1.0							40.0

Total Acres: 231.7

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. Use of this right is combined with water from Twin Falls Canal Co.
3. Right 47-17453 is limited to the irrigation of 231 acres within the place of use described above in a single irrigation season.
4. 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.
5. The rights listed below are limited to a total combined annual diversion volume of 926.8 af.
Combined Right Nos.: 47-17453, 47-17457, 47-17459

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

Current Water Right No. 47-17453

6. The rights listed below are limited to a total combined diversion rate 4.23 cfs. Combined Right Nos.: 47-17453, 47-17457, 47-17459
7. Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
8. Right Nos. 47-17453, 47-17457 and 47-17459 are limited to the irrigation of a combined total of 231.7 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?

NO

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

Current Water Right No. 47-17457

Priority Date: 04/03/1961

Origin: Adjudication Recommendation

Basis: License

Status: Active

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SOUTHERN REGION

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	0.30 CFS	150.8 AFA	
	Total Diversion	0.30 CFS	150.8 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	37.0	191.7
11S 18E 32							39.0				1.0						40.0

Total Acres: 231.7

Conditions/Remarks:

- Right 47-17457 is limited to the irrigation of 106.5 acres within the place of use described above in a single irrigation season.
- 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. 47-17453, 47-17457, 47-17459 are limited to the irrigation of a combined total of 231.7 acres in a single irrigation season.
- The rights listed below are limited to a total combined annual diversion volume of 926.8 af.
Combined Right Nos.: 47-17453, 47-17457, 47-17459
- The rights listed below are limited to a total combined diversion rate of 4.23 cfs. Combined Right Nos.: 47-17453, 47-17457, 47-17459

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

Current Water Right No. 47-17457

6. Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
7. Use of this right is combined with water from Twin Falls Canal Co.
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? **NO**

Transfer No. _____

Receipt No. _____

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

Current Water Right No. 47-16331

Priority Date: 12/16/1980

Origin: Water Right

Basis: Decreed

Status: Active

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 SOUTHERN REGION

Source: GROUND WATER**Tributary to:**

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
DOMESTIC	1/01	12/31	0.04 CFS		
STOCKWATER	1/01	12/31	0.04 CFS		
Total Diversion			0.04 CFS		

Source and Point(s) of Diversion:

GROUND WATER SENE 10S 14E 9 TWIN FALLS

PLACE OF USE: DOMESTIC

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10S	14E	9				X													

PLACE OF USE: STOCKWATER

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10S	14E	9				X													

Conditions/Remarks:

1. THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
2. THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
3. STOCKWATER 200 MILKING COWS PARCEL NO. RP10S14E091200

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

Transfer No. _____

Receipt No. _____

Current Water Right No. 47-16331

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? NO

PART 2

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

NO

If yes, describe

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount 10¢ for Insulation purposes from 3-15 to 11-15
(cfs/ac-ft)
amount .21 for Drillings purposes from 3-15 to 11-15
(cfs/ac-ft)
amount .02 for Insulation purposes from 3-15 to 11-15
(cfs/ac-ft)

SE

Sec. 9 10 South 14 East

Existing well

domestic use

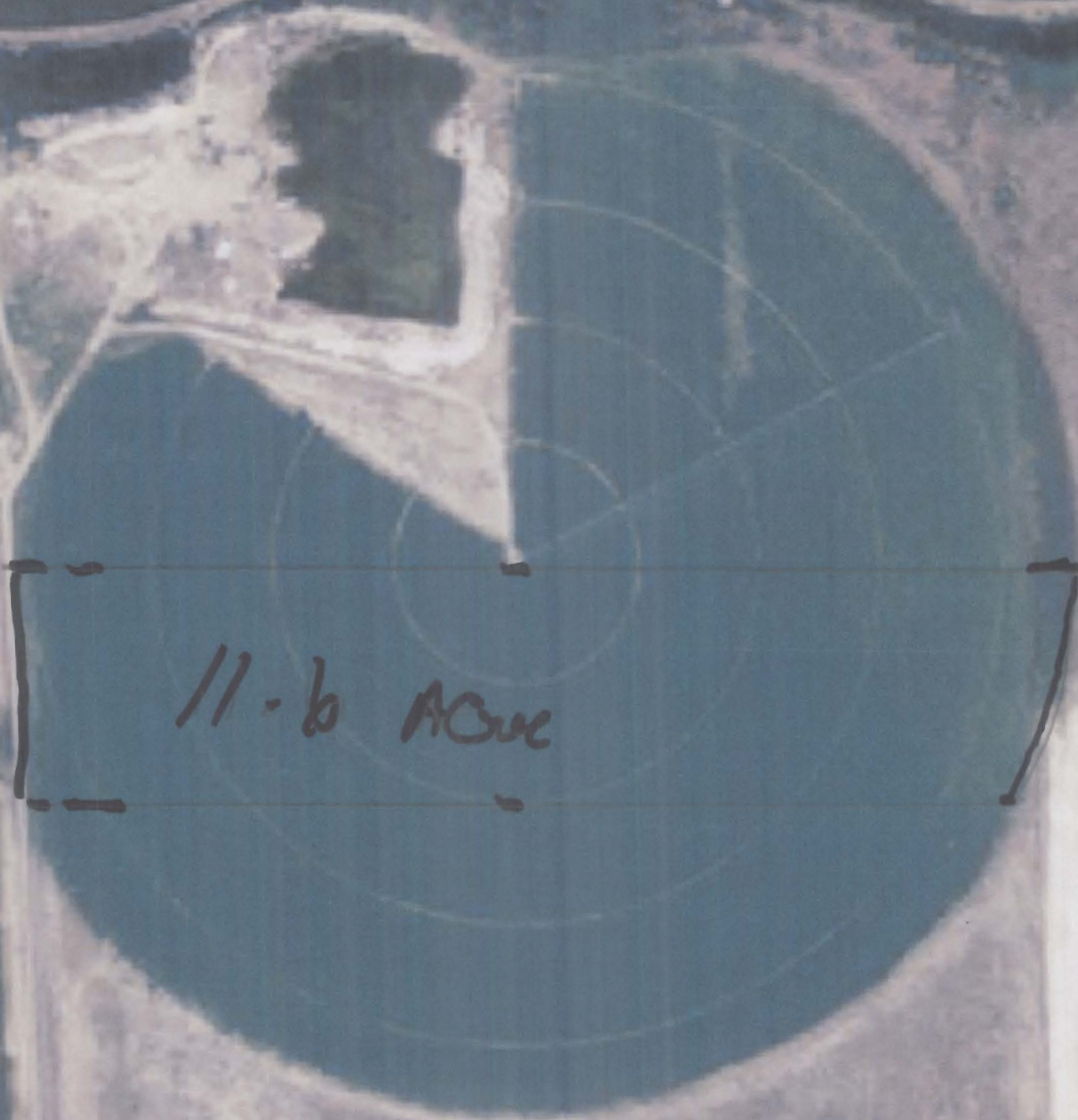
1200 E

proposed
new
well

Stock water
And
Commercial
use
in Outback
Area.

South

T 11s R 18E Sec 32



11-b Area

An aerial photograph showing a large, circular, dark-colored pond or reservoir. A rectangular area is outlined in black within the pond, containing the handwritten text '11-b Area'. The surrounding landscape is a mix of brown and green, with some linear features like roads or ditches visible. At the top of the image, there is handwritten text 'T 11s R 18E Sec 32'.

PART 3**B. CHANGES IN NATURE OF USE**

1. New Nature of Use Amount(cfs/af-ft) Hours/days/year Period of Use
Commercial / Stock 35 01-01 to 12-31
 _____ to _____

2. Quantity and quality of return flows and location of discharge: NA

3. Describe effects on other water uses resulting from the proposed change:
(None) Digging up for Gravel pit and NO Effect
ON Little Bear Creek. This Dig Needs The 35AF For the
Proposed purpose. For Stock water and Commercial use

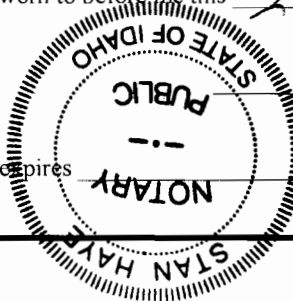
I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

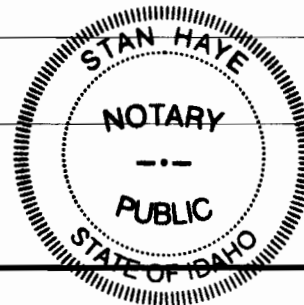
Gregory J. DeVries Julie A. DeVries
 (Signature of Applicant) Print Name (and title, if applicable)

Subscribed and sworn to before me this 23 day of June, 2008

My commission expires



(Notary Public)

**FOR DEPARTMENT USE ONLY**

Transfer contains _____ pages and _____ attachments

Received by _____ Date _____ Protest filed by _____

Prelim. Check by B. Walker Fee \$250.00

Received by B. Walker Date 7/18/08 S030303

Published in _____ Copies of protest forwarded by _____

Pub. Dates _____ Hearing held by _____ Date _____

Watermaster recommendations requested on _____ Recommended for ☐ approval ☐ denial

_____ received _____ by _____

Copy of transfer sent to lien holder _____

Greg and Julie DeVries

Water Use Requirements

Current CAFO		Drinking Water	Process Water	Available		Needed	
		857	Milking - Greg & Julies	34	16	11	39
		128	Dry Cows - Ottos	1.5	0	11	0
		1000	Heifers- Otto's	8	0	11	0
CAFO 1100 Milking		39 Acre Ft of Water Needed					
		1100	Milking - Greg & Julies	43	20	11	52
		164	Dry Cows - Ottos	2	0	11	0
		1250	Heifers- Otto's	9.9	0	11	0.9
CAFO 1500 Milking		52.9 Acre Ft of Water Needed					
		1500	Milking - Greg & Julies	59	26	11	74
		164	Dry Cows - Ottos	2.7	0	11	0
		1250	Heifers- Otto's	13.7	0	11	5.4
		79.4 Acre Ft of Water Needed					

Greg & Julie DeVries- Water and CAFO

CAFO Permit

Letter TF P & Z Oct 23, 1992- Home place. Grandfather 600 milking cows, 200 dry's/ (1120 AU's Ordinance #21)

Letter TF P & Z Oct 31, 1997-Otto Wiersma dairy. Permitting 450 milking cows, 100 dry's (NO AU's specified Ordinance #21)

Animal Unit Conversion:

Home-	800 cows = 1,200 animal units
Wiersma-	450 cows = 630 AU's
	<u>100 heifers = 80 AU's</u>
	710 Animal Units (Wiersma)
Total	1,910 Animal Units permitted both CAFO's

Water Rights

47-16331 Domestic Stockwater (12/16/1980) .04 cfs 14.6 acft (Groundwater)

47-13934 Domestic Stockwater (12/31/1980)- .24 cfs 14.6 acft (Groundwater)

✂ 47-13937 Stockwater- 12/31/1960) .18 cfs 14.6 acft (Source Spring)

/,

CONTRACT FOR SALE
OF WATER RIGHTS

THIS AGREEMENT is made and entered into this 24th day of June, 2008

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 GREGORY J. and JULIE A. DEVRIES husband and wife hereinafter referred as Buyers

RECITALS

A. Seller owns water rights appurtenant to eleven and six tenths (11.6) acres of land or 35 acre feet describe as follows

47-16869, 47-16867 and 47-16871 and desires to split Thirty five acre feet (35AF) of the water right from deeded water rights to sell

The water rights are presently appurtenant to eleven and six tenths (11.6) acres of land located

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

SW1/4 NW 1/4 Section 32 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 SE of the NE1/4 of Section 9 Township 10 South Range 14 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 THIRTY FIVE THOUSAND DOLLARS (\$35000.00)

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 (10) 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 2010 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.

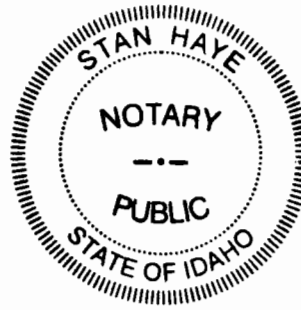
10. The parties advised that they should seek the advise of legal counsel of their own Choosing prior to entering this Agreement.

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.

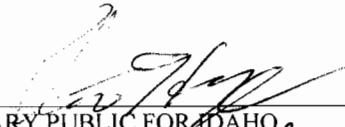
14. This agreement shall be binding upon and shall insure to the benifitof and be binding Upon heirs, successors and assigns of the parties



STATE OF IDAHO)
) SS.
County of Twin Falls)

On this 23rd day of June, 2008, before me, a Notary Public, in and for said County and State, personally appeared Gregory J & Julie A Devries, husband and wife that known or identified to me to be the persons whose names are 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.



NOTARY PUBLIC FOR IDAHO

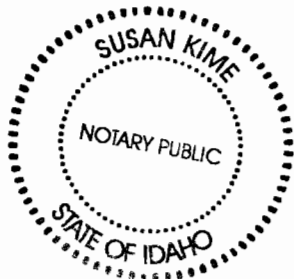
Residing at: TF County

My Commission expires: Aug 30, 12

STATE OF IDAHO)
) SS.
County of Twin Falls)

On this 25th day of June, 2008, 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.





NOTARY PUBLIC FOR IDAHO

Residing at: Jerome Id.

My Commission expires: 7-2-08

Twin Falls County Planning and Zoning Administration

246 THIRD AVENUE EAST

TELEPHONE 734-9490

TWIN FALLS, IDAHO 83301

October 23, 1992

085-5
0981

Mr. Greg Devries
3971 North 1200 East
Buhl, ID 83316

Dear Mr. Devries:

Please be advised, the Twin Falls County Planning and Zoning Administration will recognize your Livestock Confinement Operation Grandfather Permit Application on property consisting of 70.62 and 9.38 acres located in Section 9, Township 10 South, Range 14 East, B.M., Twin Falls, Idaho, in the Agricultural Zone.

Your operation is recognized for a capacity of 600 milking cows and 200 dry cows. This permission is granted in conformance with Twin Falls County Zoning Ordinance #21; Article 5-1.1-C. Any increase in structure or change in the location of structures must conform to the restrictions as outlined in Article 5-1.10.A. A Livestock Confinement Operation can be transferred or sold upon application to the Zoning Administrator and filing of a LCO Permit by the new owner/operator.

This letter serves as your authorization to proceed with the Livestock Confinement Operation for 1,120 animal units.

Permits are required for any buildings to be constructed or placed on the property, and the permit can be obtained through this office. If you should have any questions or desire further information, please don't hesitate to contact this administration.

Sincerely,


Lee Taylor, Administrator
and Acting Secretary

LT/sr

cc: County Commission
Zoning Chairman
Jack Palmer, DEQ

COPY



RECEIVED

JUL 17 2008

DEPT. OF WATER RESOURCES
SOUTHERN REGION

United States
Department of
Agriculture

Farm and Foreign
Agricultural
Services

Farm Service
Agency

1441 Fillmore
Suite B
Twin Falls, Idaho
83301

208-733-5380
FAX 734-5138

July 17, 2008

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,

A handwritten signature in cursive script that reads "Candy Hansing".

Candy Hansing
Program Technician

ATTN. Cory



TWIN FALLS CANAL COMPANY

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



May 9, 2007

RE: Mathers Ranch, Inc. Water Shares

RECEIVED
JUN 28 2007
DEPT. OF WATER RESOURCES
SOUTHERN REGION

To whom it may 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
All in Section 31, Township 11, Range 18

And

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

RECEIVED
JUN 28 2007
DEPT. OF WATER RESOURCES
SOUTHERN REGION

All 100.00 shares are appurtenant to the NE1/4 SE1/4 & SE1/4 NE1/4 in Section 31, Township 11, Range 18.

If you have any questions please call me at (208) 733- 6731

Sincerely

Kay Puschel
Water Records Specialist

Order No. T020742

WARRANTY DEED

Twin Falls County, Idaho
Recorded for:
TWIN FALLS TITLE
09:48am Oct. 10, 2002
2002 - 020980
No. of Pages: 1 Fee: \$3.00
ROBERT S. FORT (Recorder)
Deputy: CD

For Value Received

RONALD REID CONRAD, Personal Representative of the Estate of NINA CONRAD KENDRICK, who acquired title as NINA G. CONRAD

the grantor(s), do(es) hereby grant, bargain, sell, and convey unto

GREGORY J. DEVRIES and JULIE A. DEVRIES, husband and wife

the grantee(s), whose current address is

3971 North 1200 East, Buhl, Idaho 83316

the following described premises, to-wit:

Township 10 South, Range 14 East of the Boise Meridian, Twin Falls County, Idaho.

Section 9: The East one-half of the Southeast Quarter.

TOGETHER WITH 80 SHARES OF TWIN FALLS CANAL WATER.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that he/she/they will warrant and defend the same from all claims whatsoever.

Dated: October 9, 2002



RONALD REID CONRAD, Personal Representative

STATE OF IDAHO

: ss

COUNTY OF TWIN FALLS

On This 9th day of October, in the year 2002, before me, a Notary Public in and for said State, personally appeared **RONALD REID CONRAD**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument as the personal representative of the **Estate of Nina Conrad Kendrick**, deceased and acknowledged to me that he executed the same as such personal representative.

WITNESS my hand and official seal.



Notary Public of Idaho

Residing at Buhl, Idaho

Commission Expires: March 27, 2006

