

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED

JUN 09 2006

Department of Water Resources
Eastern Region

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s)	Split	Water Right No(s).	Adjudication Claim No(s).	Split
PD 35-2052					
PD 35-7746					

2. The following **REQUIRED** information must be submitted with this form:

- ☒ A. The appropriate **FILING FEE**. See instructions for fee amounts. **\$50**
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).
OR
 If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The AERIAL PHOTO should be submitted in place of the PLAT OF PROPERTY or SURVEY MAP.

3. Name and Address of Former Owner/Claimant(s)

Terrill Lufkin

- ☒ 4. New Owner/Claimant(s)

George W Byron
 Name Connector (Check one) [] and, [] or, [] and/or

New Mailing Address

123 N 3900 E

City, State and ZIP Code

Rigby Id 83442

New Telephone Number

(208) 745-7197 or 313-7722

5. Date you acquired the property

4-29-04

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number	Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)
		Description (acres, number and type of stock, homes, etc)
	Irrigation	
	Stock	
	Domestic	
	Other	
	Total	

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number	Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)
		Description (acres, number and type of stock, homes, etc)
	Irrigation	
	Stock	
	Domestic	
	Other	
	Total	

X

7.

Signature of New Owner(s) or Claimant(s)
(include title if applicable)

George W. Bryan

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by	Date	Fee
Received by <i>jc</i>	Date <i>6-9-06</i>	Receipt No. <i>EO31982</i>
Processed by	AJ Date	WR Date

3041378

CONTRACT OF SALE

This Contract of Sale, made and entered into as of this 29th day of April, 2004, by Terrill Lufkin, dealing with his sole and separate property, hereafter "Seller", and George and Jane Byram, husband and wife, hereinafter "Buyers".

RECITALS

Whereas, Seller is the owner of certain real property located in Jefferson County, Idaho.

Whereas, Seller is also the owner of certain personal property which is utilized in connection with the real property described above.

Whereas, Seller is currently obligated to First National Equipment Financing in the amount of \$86,131.87 for pivots which were purchased and which are being used on the real property described above.

Whereas, Seller desires to sell the real property and personal property, as described above, to Buyers, and Buyers desire to purchase the real property and personal property, all described above, from Sellers.

Whereas, Seller desires to sell the pivots to Buyers provided that Buyers make the Seller's payment to First National Equipment Financing, and Buyers desire to purchase the pivots and make the Seller's payment to First National Equipment Financing.

IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. SALE. Seller hereby agrees to sell to Buyers the real and personal property described herein:

A. Real Property. Seller agrees to sell and convey to Buyers, provided that Buyers comply with the terms listed hereinafter, by Grant Deed, free and clear of all liens and encumbrances, excepting all liens and encumbrances to which this Contract of Sale is expressly made subject, the following described real property commonly known as the Terrill Lufkin Farm located at Roberts, Jefferson County, State of Idaho, and more particularly described as follows:

Tract I:

Township 5 North, Range 36, E.B.M., Jefferson County, Idaho
Section 34: NE1/4SE1/4; SE1/4NE1/4

Township 5 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.

Section 36: Beginning at the SW corner of the NW1/4 of the SW1/4 of said Section 36 and running thence North along the Section line 690 feet; thence Southeasterly in a straight line to a point which is 300 feet East and 478.5 feet North of the point of beginning; thence East 462.5 feet; thence South 478.5 feet; more or less to the South line of said NW1/4 SW1/4; thence West along the South line of said NW1/4SW1/4, 762.5 feet to the point of beginning.

Also: The West 762.5 feet of the N1/2SW1/4SW1/4.

Also: S1/2S1/2SW1/4.

Excepting therefrom: Beginning at the SE Corner of the SW 1/4 of said Section 36 and running thence North 660 feet; thence West 420 feet; thence South 660 feet; thence East 420 feet to the point of beginning.

This real property is sold subject to the following encumbrances:

1. All existing easements, patent reservations, and rights of way.
2. An easement granted to American Telephone and Telegraph Company recorded in Book 112 at page 9, records of Jefferson County, Idaho.
3. An easement granted to Utah Power and Light Company recorded in Book 154 at page 202, records of Jefferson County, Idaho.
4. An easement granted to Utah Power and Light Company recorded in Book 154 at page 278, records of Jefferson County, Idaho.
5. An easement granted to Utah Power and Light Company recorded in Book 154 at page 292, records of Jefferson County, Idaho.
6. An easement granted for the purpose shown below and rights incidental thereto as reserved in Warranty Deed recorded in Book 154 at page 424, records of Jefferson County, Idaho.
7. An easement granted to Utah Power and Light Company recorded in Book 166 at page 238, records of Jefferson

County, Idaho.

8. An easement granted to Utah Power and Light Company recorded in Book 166 at page 417, records of Jefferson County, Idaho.
9. Reservations and Exceptions contained in those certain State Deeds recorded May 22, 1979, records of Jefferson County, Idaho.
10. Reservations and Exceptions contained in those certain State Deeds recorded December 26, 1973, records of Jefferson County, Idaho.
11. Reservations and Exceptions contained in those certain State Deeds recorded December 26, 1973, records of Jefferson County, Idaho.
12. Reservations and Exceptions contained in those certain State Deeds recorded March 1, 1972, records of Jefferson County, Idaho.
13. Right of way for ditches, tunnels, telephone and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
14. Terms, provisions, covenants, definitions, options, obligations and restrictions, contained in a Irrigation System Operation Agreement recorded May 24, 1979, as Instrument No. 198321.
15. An easement granted to Utah Power and Light Company recorded June 6, 1991, as Instrument No. 260426.
16. An easement granted to Utah Power and Light Company recorded June 3, 1991, as Instrument No. 260365.
17. An easement granted to Utah Power and Light Company recorded February 13, 1992, as Instrument No. 262805.
18. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions, contained in Service Agreement recorded August 20, 1993, as Instrument No. 269114.
19. Terms, provisions, covenants, conditions, definitions, options,

obligations, and restrictions, contained in Service Agreement recorded April 4, 1994, as Instrument No. 271971.

20. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions contained in Service Agreements recorded April 4, 1994, as Instrument No. 271972.
21. Provisions contained in a Quitclaim Deed which was recorded as July 2, 1998 as Instrument No. 291879.
22. A financing statement filed by First National Equipment Financing, Inc., on May 7, 2002 as Instrument No. 314606.
23. A mortgage executed by Seller, in favor of the Estate of James Noble, which secures a Promissory Note.

B. Personal Property. Seller further agrees to sell and convey to Buyers, provided that Buyers comply with the terms listed hereinafter, by Bill of Sale or other appropriate method of transfer, after Buyers have paid all of the monies due and owing under this Contract of Sale, the following personal property:

1. All water licenses and water stock certificates which attach to the real property described above.
2. All irrigation equipment which includes, three (3) pivots, three (3) motors (100 horsepower, 150 horsepower, 300 horsepower).
3. Six (6) three-eighths (6 3/8) mile laterals.
4. All mainlines and handline pipe in the stackyard.
5. The pivots which were purchased and which are being financed through First National Equipment Financing.

3. PAYMENT AND PURCHASE. In consideration for receiving the real property and personal property described above, Buyers shall pay to Seller, six-hundred-ninety-thousand-one-hundred-thirty-one dollars and eighty-seven cents (\$690,131.87). This \$690,131.87 shall be paid to Seller as follows:

A. By payment from Buyers to Seller of sixty-five-thousand dollars (\$65,000.00), at closing.

B. By a transfer of eighty (80) cows with calves to Seller, which has

already occurred. This transfer is deemed and agreed to have a value of one-hundred-thousand dollars (\$100,000.00).

C. By payment to the real estate agent, Reed Nord of Realty Quest, in the amount of twenty-five-thousand dollars (\$25,000.00), at closing.

D. By payment of four-hundred-fourteen-thousand dollars (\$414,000.00) to Seller, to be paid, with interest at six percent (6%) per annum, from February 15, 2004, in semiannual installments, consistent with the terms and conditions of the Promissory Note, in the form of Exhibit "A", attached hereto. This Promissory Note shall be secured by a Mortgage, in the form of Exhibit "B", attached hereto.

E. By paying the monthly payments due on the pivot contract which Seller has entered into with First National Equipment Financing, in the amount of \$86,131.87, and which is more particularly defined hereafter.

4. **PIVOT CONTRACT.** Seller has purchased pivots and has financed the same through First National Equipment Financing. At this time, Seller owes First National Equipment Financing the total sum of eighty-six-thousand-one-hundred-thirty-one dollars and eighty-seven cents (\$86,131.87). Seller shall convey, by Bill of Sale, once the contract is paid in full, by Buyers, to First National Equipment Financing, the pivots which are being financed by Seller through First National Equipment Financing. Seller shall further allow Buyers to utilize the pivots at issue until the debt owed is paid off and thereafter transferred to Buyers. In consideration for being allowed to use the pivots and receiving the pivots when the debt to First National Equipment Financing is paid in full, Buyers shall make each and every payment Seller owes to First National Equipment by paying the same to Seller, at least ten (10) days before each due date (May 8th), who will in turn make the payment to First National Equipment. At the present time, the annual payments are due to First National Equipment on May 8, with the first payment under this contract being due May 8, 2004. The annual payment due on the 8th of May is sixteen-thousand-nine-hundred-thirteen dollars and ninety-one cents (\$16,913.91). And finally, Buyers are obligated to carry insurance coverage on the pivots, in an amount which will cover, at least, the debt owed to First National Equipment, at any time.

5. **MOBILE HOME.** At the present time, there is a 1977 Broadmore Mobile Home (14 x 66) currently on the real property described above. This mobile home shall remain Seller's property.

6. **CLOSING.** The date of the closing shall be April 29, 2004. The closing shall take place at Alliance Title in Rigby, Idaho. Any and all closing costs shall be shared equally by Buyers and Seller, unless otherwise stated herein.

7. **DOCUMENTS OF CONVEYANCE.** Contemporaneous with the execution

of this Contract of Sale, Seller shall execute a Grant Deed and deliver such Grant Deed to Buyers for recording. Buyers shall, contemporaneous with the execution of this Contract of Sale, execute a Mortgage and Promissory Note.

8. ESCROW. All payments to be made to Buyers upon the deferred balance of the purchase price under the terms of this Contract of Sale and the Promissory Note and the pivot contract shall be paid through the office of Woolf, Combo & Thompson, hereby designated as Escrow Agent under the terms of this Contract of Sale. When Buyers shall have paid to the Escrow Agent the entire balance of the purchase price, together with accrued interest in the manner and the time herein specified and specified in the Promissory Note referred to herein, and upon compliance with all of the terms and conditions of this Contract of Sale and said Promissory Note, Seller shall cause a Reconveyance of Mortgage to be recorded and the original Promissory Note shall be returned to the Buyers.

9. APPORTIONMENTS. All taxes and assessments upon the property described in this Contract of Sale shall be prorated between the parties as of the Date of Closing. Seller shall pay all taxes and assessments levied upon the property described in this Contract of Sale for the time prior to and including said date of Closing, and Buyers shall pay all such taxes levied upon said property for the term after said date of Closing before the same become delinquent.

10. WARRANTIES AND DISCLAIMERS. Buyers acknowledges and agree that Buyers have been informed and understand that Seller makes no warranties in regard to any of the Seller's property described herein, express or implied to Buyers. There is no warranty given as to fitness for any particular purpose or as to merchantability and Buyers are acquiring the Seller's property "as is".

11. TITLE INSURANCE. Seller agrees, within a reasonable time after Closing, to provide to Buyers at Seller's cost, a standard form owner's title insurance policy in the amount of the applicable purchase price as set forth in paragraph 3 above, insuring title to the real property described herein in Buyers, free and clear of any lien and encumbrance, excepting any lien or encumbrance to which this Contract of Sale is expressly made subject, and excepting any lien or encumbrance that may have attached by reason of any act, deed or omission of said Buyers, and excepting the usual printed exceptions contained in such policies of title insurance, and taxes and assessments for the current year, easements and rights of way of public record and the rights of Buyers under the terms of this Contract of Sale and Promissory Note and Mortgage referred to herein.

12. DEFAULT.

A. Time and prompt performance of each and every term, covenant and condition of this Contract of Sale is material and of the essence of this Contract of Sale. Every term, covenant and condition is a material term,

covenant and condition of this Contract of Sale. Performance means compliance that is full and to the letter of this Contract of Sale. Substantial compliance will not be sufficient. Performance by Buyers is a condition precedent to performance by Seller.

B. The following or any of them constitute an event of default under the terms of this Contract of Sale:

1. If Buyers shall fail to make payment of the amounts set forth herein or to perform any other term, covenant or condition of this Contract of Sale and the Promissory Note and Mortgage referred to herein following thirty (30) days written notice of default sent from Seller to Buyers in the manner specified herein, which notice shall specify Buyers' default.
2. If Buyers shall commit any act of bankruptcy or be adjudged bankrupt or insolvent as defined by the federal bankruptcy laws, or shall suffer the continuance of any bankruptcy or insolvency proceedings under any law for a period in excess of thirty (30) days, shall make an assignment for the benefit of creditors or apply for, consent to, or suffer the appointment of a receiver, trustee, or liquidator of his business or of all or a major portion of his assets, or should any governmental agency or court of competent jurisdiction assume custody or control of any substantial part of his assets, Seller at his option may declare such event a breach and a default.

C. Upon the occurrence of an event of default, and the failure, neglect or refusal of Buyers to cure the same during any notice period required for such default specified above, without notice to Buyers, Seller shall be entitled to effectuate such rights and remedies against Buyers as are then available to Seller under the terms of this Contract of Sale and the Mortgage referred to herein and the laws of the State of Idaho, including without limitation, the following remedies:

1. Declare all obligations of Buyers under the terms of this Contract of Sale and Promissory Note referred to herein immediately due and payable in full and proceed with any actions authorized by the laws of the State of Idaho to collect any and all amounts due and owing by Buyers to Seller and enforce all obligations of Buyers to Seller.
2. Bring any action authorized under the laws of the State of Idaho to judicially foreclose on the Mortgage referred to herein.

3. Foreclose on the Mortgage referred to herein pursuant to the notice and sale provisions set forth in the Idaho Code or any amendment or replacement of such statute.
4. Take immediate possession of all of the personal property as listed in 1.B., herein.

D. The remedies provided in this Contract of Sale are cumulative and the exercise of any remedy by Seller shall not be exclusive of the right to effect any other remedy allowed Seller under the terms of this Contract of Sale or by law or equity.

E. The notice of default required to be given by Seller to Buyers in the event of Buyers' failure or neglect to perform the terms, covenants, or conditions of this Contract of Sale as hereinabove provided, shall be deemed to have been given as of the date a copy of said notice is sent by registered or certified mail addressed to Buyers, at the post office address where Buyers are to receive notices as provided in this Contract of Sale, or at such other address as Buyers shall have from time to time furnished in writing to Seller and duly placed in the United State Mails with sufficient postage.

F. In the event that Seller elects to hire an attorney to prepare the notice of default, Buyers shall pay, in addition to any sums required to be paid to cure said default or in addition to any other performance required by Buyers to cure said default, the costs of preparation of said default notice and said default shall not be cured unless and until said costs are paid. The notice of default shall specify the amount of said costs.

13. Enforcement. Should either party default in the performance of any of the covenants of 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 Contract of Sale or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.

14. Binding Effect. This Contract of Sale shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, successors and assigns of the parties hereto.

15. Notice to Parties. Service of any notice permitted or required under the terms of this Contract of Sale shall be deemed complete upon the depositing of the same in the United States Mail, by Certified or Registered Mail, addressed to Buyers at:

George and Jane Byram

123 N. 3900 E.
Rigby, Idaho 83442

or addressed to Seller at:

Terrill Lufkin
1120 E. Butte Rd.
Menan, Idaho 83434

and Seller's attorney at:

Aaron J. Woolf, Esq.
WOOLF, COMBO & THOMPSON
408 Shoup
Idaho Falls, Idaho 83402

as the case may be, or such other address as either shall hereafter in writing to the other and to the Escrow Agent designate, or by causing said notice to be served personally upon Buyers, or on Seller, as the case may be.

16. Survival of Terms. The terms and provisions of this Contract of Sale shall survive the closing and the execution and delivery of instruments of transfer and conveyance. The terms of this Contract of Sale shall not be merged out of the execution and delivery of the instruments of transfer and conveyance.

17. Waiver. A waiver of any default or breach of any term of this Contract of Sale shall not be deemed to be a waiver of any simultaneous or subsequent breach of the same or any other term of this Contract of Sale. All waivers must be in writing and must be signed by Seller. No failure or delay of Seller to exercise any right or remedy hereunder shall operate as a waiver.

18. Attorneys. The law firm of Woolf, Combo & Thompson, drafters of this agreement, have acted as attorneys for Seller and as such have in no way advised Buyers in regard to this agreement or any other matters, with all attorney fees in regard to this matter having been paid by Seller irrespective of any agreement between Buyers and Seller for any reimbursement of Seller by Buyers of any portion of said fees. Due to the involvement in drafting this document of both parties, this Contract of Sale, or any section thereof, shall not be construed against any party due to the fact that said Contract of Sale, or any section thereof, was drafted by said party.

19. Integration of Agreement. Seller and Buyers acknowledge that the terms of this Contract of Sale may vary from the terms contained in any earnest money agreement or any other preliminary agreements made prior to the execution of this Contract of Sale and may vary from any negotiations between the parties prior to

the execution of this Contract of Sale. Seller and Buyers agree that the terms, covenants and conditions of this Contract of Sale shall supersede all such prior negotiations and agreements, that there are no other verbal promises, implied promises, agreements, stipulations, representations or warranties of any kind or nature, excepting those set forth in this Contract of Sale, and that this Contract of Sale shall be and is the final expression of the agreement of the parties and shall control. No modification of this Contract of Sale shall be valid unless in writing and executed by the parties to this agreement.

20. Severance and Validity. In the event any provision of this Contract of Sale or any part thereof shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions hereunder or parts thereof, shall remain in full force and effect, and shall in no way be effected, impaired or invalidated thereby, it being agreed that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void or unenforceable provision or part thereof.

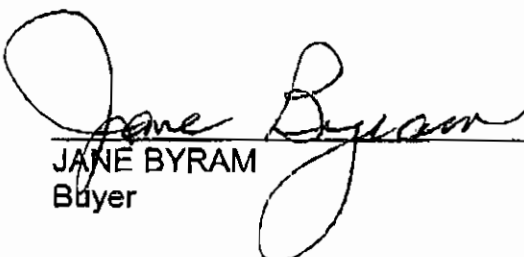
DATED this 29 day of April, 2004.


TERRILL LUFKIN
Seller

DATED this _____ day of April, 2004.


GEORGE BYRAM
Buyer

DATED this _____ day of April, 2004.

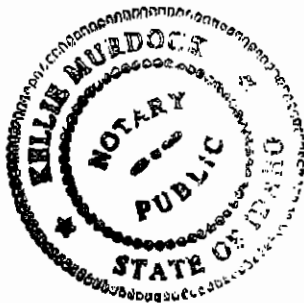

JANE BYRAM
Buyer

STATE OF IDAHO)
) ss
County of Jefferson)

On this 29 day of April, 2004, before me, the undersigned a Notary Public, in and for said State, personally appeared TERRILL LUFKIN, known or identified to me to be the person whose name is subscribed to the within instrument, and who 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 the year in this certificate first above written.

(SEAL)



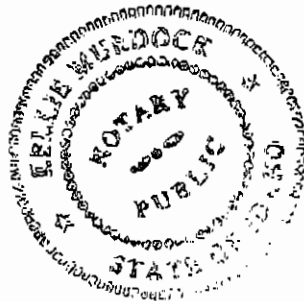
Kelena Hendrick
Notary Public for Idaho
Residing at: _____ Residing In Jefferson County
Commission Expires: _____ Commission Expires: 07-17-09

STATE OF IDAHO)
County of Jefferson):ss

On this 21 day of April, 2004, before me, the undersigned a Notary Public, in and for said State, personally appeared GEORGE BYRAM, known or identified to me to be the person whose name is subscribed to the within instrument, and who 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 the year in this certificate first above written.

(SEAL)





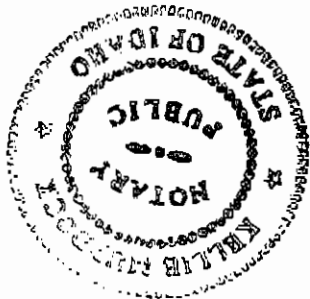
 Notary Public for Idaho
 Residing at: _____ Residing In Jefferson County
 Commission Expires: _____ Commission Expires: 07-17-09

STATE OF IDAHO)
 :SS
County of Jefferson)

On this 29 day of April, 2004, before me, the undersigned a Notary Public, in and for said State, personally appeared JANE BYRAM, known or identified to me to be the person whose name is subscribed to the within instrument, and who 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 the year in this certificate first above written.

(SEAL)




Notary Public for Idaho
Residing at: _____ Residing in Jefferson County
Commission Expires: _____ Commission Expires: 07-17-09

CONTRACT OF SALE

This Contract of Sale, made and entered into as of this 29th day of April, 2004, by Terrill Lufkin, dealing with his sole and separate property, hereafter "Seller", and George and Jane Byram, husband and wife, hereinafter "Buyers".

RECITALS

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Whereas, Seller is also the owner of certain personal property which is utilized in connection with the real property described above.

Whereas, Seller is currently obligated to First National Equipment Financing in the amount of \$86,131.87 for pivots which were purchased and which are being used on the real property described above.

Whereas, Seller desires to sell the real property and personal property, as described above, to Buyers, and Buyers desire to purchase the real property and personal property, all described above, from Sellers.

Whereas, Seller desires to sell the pivots to Buyers provided that Buyers make the Seller's payment to First National Equipment Financing, and Buyers desire to purchase the pivots and make the Seller's payment to First National Equipment Financing.

IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **SALE.** Seller hereby agrees to sell to Buyers the real and personal property described herein:

A. Real Property. Seller agrees to sell and convey to Buyers, provided that Buyers comply with the terms listed hereinafter, by Grant Deed, free and clear of all liens and encumbrances, excepting all liens and encumbrances to which this Contract of Sale is expressly made subject, the following described real property commonly known as the Terrill Lufkin Farm located at Roberts, Jefferson County, State of Idaho, and more particularly described as follows:

Tract I:

Township 5 North, Range 36, E.B.M., Jefferson County, Idaho
Section 34: NE1/4SE1/4; SE1/4NE1/4

Section 35: S1/2; NE1/4; S1/2NW1/4

That part of the NW1/4NW1/4 of Section 36, Township 5 North, Range 36, E.B.M., described as follows:

Beginning at the Northwest Corner of Section 36; thence South 0°20' East along the Section line 211.8 feet; thence South 83° East 216 feet; thence North 41° East 183 feet; thence East parallel with the North line of said Section 36, a distance of 977 feet, more or less, to the East line of the NW1/4NW1/4; thence North 0°20' West along the 1/16th line 100 feet to the Northeast Corner of the NW1/4NW1/4; thence West along the Section line 1,312 feet, more or less, to the point of beginning.

Township 5 North, Range 36, E.B.M., Jefferson County, Idaho.
Section 26: Beginning at the Southeast Corner of the SE1/4 of said Section 26; thence North 100 feet; thence West 160 rods; thence South 100 feet; thence East 160 rods to the point of beginning.

ALSO: A triangular shaped piece of land described as follows:
Beginning at a point 100 feet North of the Southeast Corner of the SE1/4 of said Section 26; thence North 994 feet; thence West 51 feet; thence generally Southwesterly 1116 feet, more or less, to a point 100 feet North of the South line of the SE1/4; thence East 558 feet; more or less, to the point of beginning.

Excepting therefrom: Beginning at the Southwest corner of Section 25, Township 5 North, Range 36 East of the Boise Meridian, running thence North along the Section line 497.84 feet; thence into Section 26 the following three (3) courses: North 31°31'46" West 186.18 feet to a point of curve with a radius of 250.00 feet and a chord that bears North 00°26'36" West 258.16 feet; thence to the right along said curve 271.28 feet through a central angle of 62°10'20"; thence North 30°38'34" East 194.94 feet to the West line of said Section 25; thence North along said West line 240.12 feet to the Northwest corner of the South ½ of the Southwest 1/4 of said section 25; thence South 89°34'54" East along the North line of said South ½ of the SW 1/4 a distance of 991.65 feet; thence South 03°23'09" East 878.73 feet; thence South 28°39'29" East 407.42 feet; thence South 40°17'04" West 76.30 feet; thence South 25°14'42" East 34.65 feet to the South line of said Section 25; thence North 89°34'24" West along said South line 1204.38 feet to the point of beginning.

Tract II:

Township 5 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho.

Section 36: Beginning at the SW corner of the NW1/4 of the SW1/4 of said Section 36 and running thence North along the Section line 690 feet; thence Southeasterly in a straight line to a point which is 300 feet East and 478.5 feet North of the point of beginning; thence East 462.5 feet; thence South 478.5 feet; more or less to the South line of said NW1/4 SW1/4; thence West along the South line of said NW1/4SW1/4, 762.5 feet to the point of beginning.

Also: The West 762.5 feet of the N1/2SW1/4SW1/4.

Also: S1/2S1/2SW1/4.

Excepting therefrom: Beginning at the SE Corner of the SW 1/4 of said Section 36 and running thence North 660 feet; thence West 420 feet; thence South 660 feet; thence East 420 feet to the point of beginning.

This real property is sold subject to the following encumbrances:

1. All existing easements, patent reservations, and rights of way.
2. An easement granted to American Telephone and Telegraph Company recorded in Book 112 at page 9, records of Jefferson County, Idaho.
3. An easement granted to Utah Power and Light Company recorded in Book 154 at page 202, records of Jefferson County, Idaho.
4. An easement granted to Utah Power and Light Company recorded in Book 154 at page 278, records of Jefferson County, Idaho.
5. An easement granted to Utah Power and Light Company recorded in Book 154 at page 292, records of Jefferson County, Idaho.
6. An easement granted for the purpose shown below and rights incidental thereto as reserved in Warranty Deed recorded in Book 154 at page 424, records of Jefferson County, Idaho.
7. An easement granted to Utah Power and Light Company recorded in Book 166 at page 238, records of Jefferson

County, Idaho.

8. An easement granted to Utah Power and Light Company recorded in Book 166 at page 417, records of Jefferson County, Idaho.
9. Reservations and Exceptions contained in those certain State Deeds recorded May 22, 1979, records of Jefferson County, Idaho.
10. Reservations and Exceptions contained in those certain State Deeds recorded December 26, 1973, records of Jefferson County, Idaho.
11. Reservations and Exceptions contained in those certain State Deeds recorded December 26, 1973, records of Jefferson County, Idaho.
12. Reservations and Exceptions contained in those certain State Deeds recorded March 1, 1972, records of Jefferson County, Idaho.
13. Right of way for ditches, tunnels, telephone and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
14. Terms, provisions, covenants, definitions, options, obligations and restrictions, contained in a Irrigation System Operation Agreement recorded May 24, 1979, as Instrument No. 198321.
15. An easement granted to Utah Power and Light Company recorded June 6, 1991, as Instrument No. 260426.
16. An easement granted to Utah Power and Light Company recorded June 3, 1991, as Instrument No. 260365.
17. An easement granted to Utah Power and Light Company recorded February 13, 1992, as Instrument No. 262805.
18. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions, contained in Service Agreement recorded August 20, 1993, as Instrument No. 269114.
19. Terms, provisions, covenants, conditions, definitions, options,

obligations, and restrictions, contained in Service Agreement recorded April 4, 1994, as Instrument No. 271971.

20. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions contained in Service Agreements recorded April 4, 1994, as Instrument No. 271972.
21. Provisions contained in a Quitclaim Deed which was recorded as July 2, 1998 as Instrument No. 291879.
22. A financing statement filed by First National Equipment Financing, Inc., on May 7, 2002 as Instrument No. 314606.
23. A mortgage executed by Seller, in favor of the Estate of James Noble, which secures a Promissory Note.

B. Personal Property. Seller further agrees to sell and convey to Buyers, provided that Buyers comply with the terms listed hereinafter, by Bill of Sale or other appropriate method of transfer, after Buyers have paid all of the monies due and owing under this Contract of Sale, the following personal property:

1. All water licenses and water stock certificates which attach to the real property described above.
2. All irrigation equipment which includes, three (3) pivots, three (3) motors (100 horsepower, 150 horsepower, 300 horsepower).
3. Six (6) three-eighths (6 3/8) mile laterals.
4. All mainlines and handline pipe in the stackyard.
5. The pivots which were purchased and which are being financed through First National Equipment Financing.

3. PAYMENT AND PURCHASE. In consideration for receiving the real property and personal property described above, Buyers shall pay to Seller, six-hundred-ninety-thousand-one-hundred-thirty-one dollars and eighty-seven cents (\$690,131.87). This \$690,131.87 shall be paid to Seller as follows:

- A. By payment from Buyers to Seller of sixty-five-thousand dollars (\$65,000.00), at closing.
- B. By a transfer of eighty (80) cows with calves to Seller, which has

already occurred. This transfer is deemed and agreed to have a value of one-hundred-thousand dollars (\$100,000.00).

C. By payment to the real estate agent, Reed Nord of Realty Quest, in the amount of twenty-five-thousand dollars (\$25,000.00), at closing.

D. By payment of four-hundred-fourteen-thousand dollars (\$414,000.00) to Seller, to be paid, with interest at six percent (6%) per annum, from February 15, 2004, in semiannual installments, consistent with the terms and conditions of the Promissory Note, in the form of Exhibit "A", attached hereto. This Promissory Note shall be secured by a Mortgage, in the form of Exhibit "B", attached hereto.

E. By paying the monthly payments due on the pivot contract which Seller has entered into with First National Equipment Financing, in the amount of \$86,131.87, and which is more particularly defined hereafter.

4. **PIVOT CONTRACT.** Seller has purchased pivots and has financed the same through First National Equipment Financing. At this time, Seller owes First National Equipment Financing the total sum of eighty-six-thousand-one-hundred-thirty-one dollars and eighty-seven cents (\$86,131.87). Seller shall convey, by Bill of Sale, once the contract is paid in full, by Buyers, to First National Equipment Financing, the pivots which are being financed by Seller through First National Equipment Financing. Seller shall further allow Buyers to utilize the pivots at issue until the debt owed is paid off and thereafter transferred to Buyers. In consideration for being allowed to use the pivots and receiving the pivots when the debt to First National Equipment Financing is paid in full, Buyers shall make each and every payment Seller owes to First National Equipment by paying the same to Seller, at least ten (10) days before each due date (May 8th), who will in turn make the payment to First National Equipment. At the present time, the annual payments are due to First National Equipment on May 8, with the first payment under this contract being due May 8, 2004. The annual payment due on the 8th of May is sixteen-thousand-nine-hundred-thirteen dollars and ninety-one cents (\$16,913.91). And finally, Buyers are obligated to carry insurance coverage on the pivots, in an amount which will cover, at least, the debt owed to First National Equipment, at any time.

5. **MOBILE HOME.** At the present time, there is a 1977 Broadmore Mobile Home (14 x 66) currently on the real property described above. This mobile home shall remain Seller's property.

6. **CLOSING.** The date of the closing shall be April 29, 2004. The closing shall take place at Alliance Title in Rigby, Idaho. Any and all closing costs shall be shared equally by Buyers and Seller, unless otherwise stated herein.

7. **DOCUMENTS OF CONVEYANCE.** Contemporaneous with the execution

of this Contract of Sale, Seller shall execute a Grant Deed and deliver such Grant Deed to Buyers for recording. Buyers shall, contemporaneous with the execution of this Contract of Sale, execute a Mortgage and Promissory Note.

8. **ESCROW.** All payments to be made to Buyers upon the deferred balance of the purchase price under the terms of this Contract of Sale and the Promissory Note and the pivot contract shall be paid through the office of Woolf, Combo & Thompson, hereby designated as Escrow Agent under the terms of this Contract of Sale. When Buyers shall have paid to the Escrow Agent the entire balance of the purchase price, together with accrued interest in the manner and the time herein specified and specified in the Promissory Note referred to herein, and upon compliance with all of the terms and conditions of this Contract of Sale and said Promissory Note, Seller shall cause a Reconveyance of Mortgage to be recorded and the original Promissory Note shall be returned to the Buyers.

9. **APPORTIONMENTS.** All taxes and assessments upon the property described in this Contract of Sale shall be prorated between the parties as of the Date of Closing. Seller shall pay all taxes and assessments levied upon the property described in this Contract of Sale for the time prior to and including said date of Closing, and Buyers shall pay all such taxes levied upon said property for the term after said date of Closing before the same become delinquent.

10. **WARRANTIES AND DISCLAIMERS.** Buyers acknowledges and agree that Buyers have been informed and understand that Seller makes no warranties in regard to any of the Seller's property described herein, express or implied to Buyers. There is no warranty given as to fitness for any particular purpose or as to merchantability and Buyers are acquiring the Seller's property "as is".

11. **TITLE INSURANCE.** Seller agrees, within a reasonable time after Closing, to provide to Buyers at Seller's cost, a standard form owner's title insurance policy in the amount of the applicable purchase price as set forth in paragraph 3 above, insuring title to the real property described herein in Buyers, free and clear of any lien and encumbrance, excepting any lien or encumbrance to which this Contract of Sale is expressly made subject, and excepting any lien or encumbrance that may have attached by reason of any act, deed or omission of said Buyers, and excepting the usual printed exceptions contained in such policies of title insurance, and taxes and assessments for the current year, easements and rights of way of public record and the rights of Buyers under the terms of this Contract of Sale and Promissory Note and Mortgage referred to herein.

12. **DEFAULT.**

A. Time and prompt performance of each and every term, covenant and condition of this Contract of Sale is material and of the essence of this Contract of Sale. Every term, covenant and condition is a material term,

covenant and condition of this Contract of Sale. Performance means compliance that is full and to the letter of this Contract of Sale. Substantial compliance will not be sufficient. Performance by Buyers is a condition precedent to performance by Seller.

B. The following or any of them constitute an event of default under the terms of this Contract of Sale:

1. If Buyers shall fail to make payment of the amounts set forth herein or to perform any other term, covenant or condition of this Contract of Sale and the Promissory Note and Mortgage referred to herein following thirty (30) days written notice of default sent from Seller to Buyers in the manner specified herein, which notice shall specify Buyers' default.
2. If Buyers shall commit any act of bankruptcy or be adjudged bankrupt or insolvent as defined by the federal bankruptcy laws, or shall suffer the continuance of any bankruptcy or insolvency proceedings under any law for a period in excess of thirty (30) days, shall make an assignment for the benefit of creditors or apply for, consent to, or suffer the appointment of a receiver, trustee, or liquidator of his business or of all or a major portion of his assets, or should any governmental agency or court of competent jurisdiction assume custody or control of any substantial part of his assets, Seller at his option may declare such event a breach and a default.

C. Upon the occurrence of an event of default, and the failure, neglect or refusal of Buyers to cure the same during any notice period required for such default specified above, without notice to Buyers, Seller shall be entitled to effectuate such rights and remedies against Buyers as are then available to Seller under the terms of this Contract of Sale and the Mortgage referred to herein and the laws of the State of Idaho, including without limitation, the following remedies:

1. Declare all obligations of Buyers under the terms of this Contract of Sale and Promissory Note referred to herein immediately due and payable in full and proceed with any actions authorized by the laws of the State of Idaho to collect any and all amounts due and owing by Buyers to Seller and enforce all obligations of Buyers to Seller.
2. Bring any action authorized under the laws of the State of Idaho to judicially foreclose on the Mortgage referred to herein.

3. Foreclose on the Mortgage referred to herein pursuant to the notice and sale provisions set forth in the Idaho Code or any amendment or replacement of such statute.
4. Take immediate possession of all of the personal property as listed in 1.B., herein.

D. The remedies provided in this Contract of Sale are cumulative and the exercise of any remedy by Seller shall not be exclusive of the right to effect any other remedy allowed Seller under the terms of this Contract of Sale or by law or equity.

E. The notice of default required to be given by Seller to Buyers in the event of Buyers' failure or neglect to perform the terms, covenants, or conditions of this Contract of Sale as hereinabove provided, shall be deemed to have been given as of the date a copy of said notice is sent by registered or certified mail addressed to Buyers, at the post office address where Buyers are to receive notices as provided in this Contract of Sale, or at such other address as Buyers shall have from time to time furnished in writing to Seller and duly placed in the United State Mails with sufficient postage.

F. In the event that Seller elects to hire an attorney to prepare the notice of default, Buyers shall pay, in addition to any sums required to be paid to cure said default or in addition to any other performance required by Buyers to cure said default, the costs of preparation of said default notice and said default shall not be cured unless and until said costs are paid. The notice of default shall specify the amount of said costs.

13. Enforcement. Should either party default in the performance of any of the covenants of 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 Contract of Sale or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.

14. Binding Effect. This Contract of Sale shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, successors and assigns of the parties hereto.

15. Notice to Parties. Service of any notice permitted or required under the terms of this Contract of Sale shall be deemed complete upon the depositing of the same in the United States Mail, by Certified or Registered Mail, addressed to Buyers at:

George and Jane Byram

123 N. 3900 E.
Rigby, Idaho 83442

or addressed to Seller at:

Terrill Lufkin
1120 E. Butte Rd.
Menan, Idaho 83434

and Seller's attorney at:

Aaron J. Woolf, Esq.
WOOLF, COMBO & THOMPSON
408 Shoup
Idaho Falls, Idaho 83402

as the case may be, or such other address as either shall hereafter in writing to the other and to the Escrow Agent designate, or by causing said notice to be served personally upon Buyers, or on Seller, as the case may be.

16. Survival of Terms. The terms and provisions of this Contract of Sale shall survive the closing and the execution and delivery of instruments of transfer and conveyance. The terms of this Contract of Sale shall not be merged out of the execution and delivery of the instruments of transfer and conveyance.

17. Waiver. A waiver of any default or breach of any term of this Contract of Sale shall not be deemed to be a waiver of any simultaneous or subsequent breach of the same or any other term of this Contract of Sale. All waivers must be in writing and must be signed by Seller. No failure or delay of Seller to exercise any right or remedy hereunder shall operate as a waiver.

18. Attorneys. The law firm of Woolf, Combo & Thompson, drafters of this agreement, have acted as attorneys for Seller and as such have in no way advised Buyers in regard to this agreement or any other matters, with all attorney fees in regard to this matter having been paid by Seller irrespective of any agreement between Buyers and Seller for any reimbursement of Seller by Buyers of any portion of said fees. Due to the involvement in drafting this document of both parties, this Contract of Sale, or any section thereof, shall not be construed against any party due to the fact that said Contract of Sale, or any section thereof, was drafted by said party.

19. Integration of Agreement. Seller and Buyers acknowledge that the terms of this Contract of Sale may vary from the terms contained in any earnest money agreement or any other preliminary agreements made prior to the execution of this Contract of Sale and may vary from any negotiations between the parties prior to

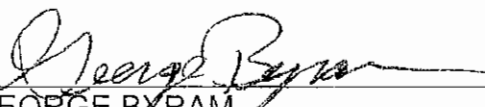
the execution of this Contract of Sale. Seller and Buyers agree that the terms, covenants and conditions of this Contract of Sale shall supersede all such prior negotiations and agreements, that there are no other verbal promises, implied promises, agreements, stipulations, representations or warranties of any kind or nature, excepting those set forth in this Contract of Sale, and that this Contract of Sale shall be and is the final expression of the agreement of the parties and shall control. No modification of this Contract of Sale shall be valid unless in writing and executed by the parties to this agreement.

20. Severance and Validity. In the event any provision of this Contract of Sale or any part thereof shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions hereunder or parts thereof, shall remain in full force and effect, and shall in no way be effected, impaired or invalidated thereby, it being agreed that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void or unenforceable provision or part thereof.

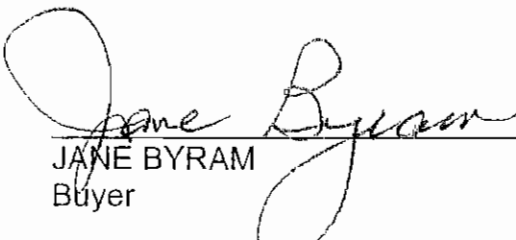
DATED this 29 day of April, 2004.


TERRILL LUFKIN
Seller

DATED this _____ day of April, 2004.


GEORGE BYRAM
Buyer

DATED this _____ day of April, 2004.

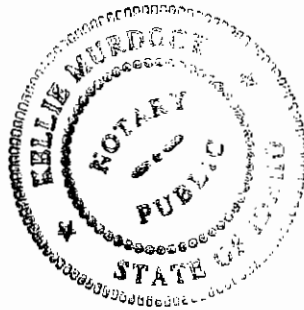

JANE BYRAM
Buyer

STATE OF IDAHO)
 :SS
County of Jefferson)

On this 21 day of April, 2004, before me, the undersigned a Notary Public, in and for said State, personally appeared TERRILL LUFKIN, known or identified to me to be the person whose name is subscribed to the within instrument, and who 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 the year in this certificate first above written.

(SEAL)



Kelli Muddock
Notary Public for Idaho
Residing at: _____ Residing in Jefferson County
Commission Expires: _____ Commission Expires: 07-17-09

STATE OF IDAHO)
 :SS
County of Jefferson)

On this 21 day of April, 2004, before me, the undersigned a Notary Public, in and for said State, personally appeared GEORGE BYRAM, known or identified to me to be the person whose name is subscribed to the within instrument, and who 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 the year in this certificate first above written.

(SEAL)



Kelli Muddock
Notary Public for Idaho
Residing at: _____ Residing in Jefferson County
Commission Expires: _____ Commission Expires: 07-17-09

STATE OF IDAHO)
 :SS
County of Jefferson)

On this 21 day of April, 2004, before me, the undersigned a Notary Public, in and for said State, personally appeared JANE BYRAM, known or identified to me to be the person whose name is subscribed to the within instrument, and who 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 the year in this certificate first above written.

(SEAL)



Kenneth M. Muck
Notary Public for Idaho
Residing at: _____ Residing in Jefferson County
Commission Expires: _____ Commission Expires: 07-17-09

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 35-2052

WATER RIGHT NUMBER: 35-2052

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	TERRILL R LUFKIN 1120 E BUTTE RD MENAN, ID 83434 (208)754-4009

Priority Date: 06/04/1937

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
TAYLOR SLOUGH CREEK	SNAKE RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	4/01	10/31	6.000 CFS	
	<u>Total Diversion:</u>		6.000 CFS	

Location of Point(s) of Diversion

TAYLOR SLOUGH CREEK	NW1/4NE1/4NW1/4	Sec. 36, Twp 05N, Rge 36E, B.M.
JEFFERSON 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	
05N	36E	34				40.0									40.0				80.0
05N	36E	35	40.0	40.0	39.0	40.0		40.0	39.0	37.0	40.0	36.0	39.0	40.0	38.0	37.0	36.0		541.0
05N	36E	36									9.0	30.0	15.0						54.0

Total Acres: 675

Conditions of Approval:

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 35-2052

1. E03 USE OF THIS RIGHT IS COMBINED WITH WATER FROM BUTTE & MARKET LAKE CANAL CO.
2. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
3. C03 RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.
4. USE OF THIS RIGHT WITH RIGHT NO. 35-07746 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 675 ACRES IN A SINGLE IRRIGATION SEASON.
THIS RIGHT IS LIMITED TO THE IRRIGATION OF 432 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

Remarks:

Comments:

1. DCARLSON 4/29/1993 COPIED FROM REMARKS
Comment: THE ORIGINAL LICENSE WAS SPLIT BY TRANS NO. 889 INTO 35-02052 A & B. THIS CLAIM COMBINES THE TWO PARTS.
2. JTHOMPSO 5/27/1997 OWNERSHIP
Comment: CHANGED OWNERSHIP PER REQUEST
3. AJU10-DS 2/26/1998 CONDITION H02/H03 UPDATE
Comment: CONDITION CODES H02 AND H03 ADDED IF NOT ALREADY PART OF RECORD.
4. AJU21-DS 5/12/1998 AJU21 CONDITION UPDATE
Comment: DELETED CONDITION CODE(S) H02 H03
5. ~~AJU10-DS~~ 6/15/1998 ~~AJU10 CONDITION UPDATE~~
Comment: CONDITION CODE(S) A07 ADDED IF NOT ALREADY PART OF RECORD THRU
6. AJU21-DS 2/19/1999 AJU21 CONDITION UPDATE
Comment: DELETED CONDITION CODE(S) A07
7. JCRABTRE 1/18/2000 OWNERSHIP CHANGE
Comment: CHANGED OWNERSHIP PER REQUEST/SRBA DECREED

Water Supply Bank:

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 35-7746

WATER RIGHT NUMBER: 35-7746

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	TERRILL R LUFKIN 1120 E BUTTE RD MENAN, ID 83434 (208)754-4009

Priority Date: 08/25/1978

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	4/01 to 10/31	5.000 CFS	2,560.00 AF
	<u>Total Diversion:</u>	5.000 CFS	2,560.00 AF

Location of Point(s) of Diversion

GROUND WATER	NW1/4SE1/4	Sec. 35, Twp 05N, Rge 36E, B.M.
JEFFERSON 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	
05N	36E	34				40.0									40.0				80.0
05N	36E	35	40.0	40.0	39.0	40.0			40.0	39.0	37.0	40.0	36.0	39.0	40.0	38.0	37.0	36.0	541.0
05N	36E	36									9.0	30.0	15.0						54.0

Total Acres: 675

Conditions of Approval:

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 35-7746

1. C18 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 RIGHT NO. 35-02052 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 675 ACRES IN A SINGLE IRRIGATION SEASON.
THIS RIGHT IS LIMITED TO THE IRRIGATION OF 640 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
3. E03 USE OF THIS RIGHT IS COMBINED WITH WATER FROM BUTTE & MARKET LAKE CANAL CO.
4. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

Remarks:

Comments:

1. JTHOMPSO 5/27/1997 OWNERSHIP
Comment: CHANGED OWNERSHIP PER REQUEST
2. AJU10-DS 2/26/1998 CONDITION H02/H03 UPDATE
Comment: CONDITION CODES H02 AND H03 ADDED IF NOT ALREADY PART OF RECORD.
3. AJU21-DS 5/12/1998 AJU21 CONDITION UPDATE
Comment: DELETED CONDITION CODE(S) H02 H03
4. AJU10-DS 6/15/1998 AJU10 CONDITION UPDATE
~~Comment: CONDITION CODE(S) A07 ADDED IF NOT ALREADY PART OF RECORD THRU~~
5. AJU21-DS 2/19/1999 AJU21 CONDITION UPDATE
Comment: DELETED CONDITION CODE(S) A07
6. JCRABTRE 1/19/2000 OWNERSHIP CHANGE
Comment: CHANGED OWNERSHIP PER REQUEST/NCAP TO COURT
7. kpickett 10/6/2005 POD
Comment: Correlated PODID 244887 from SpatialDataID 277271 to SpatialDataID 277283