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Documents

In File

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JAN 15 2002

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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
35-8000 - Region processed					
35-10218					
	35-7796 - NCAP				
	35-2554 - NCAP				

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- 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) INTERNATIONAL LIVESTOCK DEVELOPMENT CORP.
108 W 100 S Rexburg ID
4. New Owner/Claimant(s) MIKE WEBSTER
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 1900 E 400 N
- City, State and ZIP Code ROBERTS ID. 83444
- New Telephone Number (208) 228-2110
5. Date you acquired the property OCT 1, 1993

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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	_____	_____

7. _____ for Claimant(s) *SL Webster*
(include title if applicable)

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 <u>13M 130000</u>	Date <u>11.30.01</u>	Fee <u>\$50.00 (2x25⁰⁰)</u>
Received by _____	Date <u>11.30.01</u>	Receipt No. <u>E027309</u>
Processed by _____	AJ Date _____	WR _____ Date _____

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JAN 24 2002

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

RECEIVED**NOV 30 2001**

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
35-8000 - <u>temp host / late claim</u>					
35-10218 - <u>pd</u>					
	35-7796 - <u>NCAP</u>				
	35-2554 - <u>NCAP</u>				

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

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OR

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3. Name and Address of Former Owner/Claimant(s) INTERNATIONAL LIVESTOCK DEVELOPMENT CORP.
108 W. 100 S.
4. New Owner/Claimant(s) Mike Webster
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 1960 E 400 N
- City, State and ZIP Code ROBERTS ID 83444
- New Telephone Number 208, 228-2110
5. Date you acquired the property OCT 1, 1993

*Paid E027309
 \$50.00 11-30-01*

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 JAN 24 2002

JAN 15 2002

CONTRACT OF SALE

Department of Water Resources

THIS AGREEMENT is made and entered into as of the 1st day of October, 1993 by and between International Livestock Development Corporation, an Idaho corporation, whose address is P.O. Box 519, 108 West 100 South, Rexburg, Madison County, Idaho 83440, hereinafter referred to as "Seller", and MICHAEL A. WEBSTER and GAIL T. WEBSTER, husband and wife, whose address is 1960 East 400 North, Roberts, Jefferson County, Idaho 83444, hereinafter referred to as "Purchasers".

RECITALS

A. Seller is the owner of certain real property situated in Jefferson County, Idaho, more particularly described as follows:

All of Section 14, Township 4 North, Range 35, East of the Boise Meridian, excepting the South 30 feet therefrom.

Together with all improvements, easements, hereditaments and appurtenances thereto, and subject to easements and rights of way for highways, roads, ditches, canals, poles, power and transmission lines and other easements of record (the "property").

B. Seller desires to sell to Purchasers, and Purchasers desire to purchase from Seller, the property, including the irrigation system thereon, and the parties wish to further define their rights, duties, responsibilities, and obligations by this Agreement.

In consideration of the mutual covenants contained in this Agreement, the parties agree:

SECTION ONE
PURCHASE PRICE AND TERMS OF PAYMENT

Purchasers shall pay Seller for the property a purchase price of Three Hundred Fifty Thousand Dollars (\$350,000.00), payable as follows:

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1. The purchase price shall bear interest on the unpaid balance at the rate of Eight Percent (8%) per annum from January 1, 1994 until paid in full, and shall be payable by Purchasers to Seller at P.O. Box 519, 108 West 100 South, Rexburg, Idaho 83440, in equal annual installments, each in the amount of \$33,767.29, which payment shall include principal and interest, with the first payment due and payable on April 15, 1994, and a payment in identical amount due and payable on the 15th day of each April thereafter until April 15, 2013, when the final installment of principal and accrued interest shall be paid. Each payment shall be credited first to accrued interest and the balance to principal.

2. Purchasers may make additional payments at any time without penalty. Each payment shall be applied first to accrued interest to the date of payment and the balance to principal. Interest shall accrue only on the unpaid principal balance. Notwithstanding any pre-payment, regular annual installments of principal, plus accrued interest, in the amount of \$33,767.29 shall be paid on each annual payment due date until this Agreement, with accrued interest on the unpaid balance, is paid in full.

SECTION TWO
CONVEYANCE OF PROPERTY.

Until this Agreement is fully performed and the purchase price paid in full, Seller shall reserve title to the property. Upon full performance of this Agreement, including full payment of the purchase price due to Seller from Purchasers, Seller shall deliver to Purchasers:

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JAN 24 2002

1. A warranty deed for the property free and clear of any lien or encumbrances, excepting any lien or encumbrance to which this Agreement is expressly made subject, and any lien or encumbrance that may attach by reason of any act, deed, or omission of the Purchasers.

2. A standard form Purchasers Title Insurance Policy in the amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) insuring title to the property in Purchasers free and clear of any lien or encumbrances, excepting any lien or encumbrance to which this Agreement is expressly made subject, and any lien or encumbrance that may attach by reason of any act, deed, or omission of the Purchasers, and other usual exceptions contained in the Title Insurance Policy.

3. A Bill of Sale for the irrigation system located on the property as of the date of this Agreement.

SECTION THREE
QUITCLAIM DEED

Purchasers shall execute in recordable form, and deliver to Seller a Quitclaim Deed reconveying to Seller the property described in this Agreement and all right, title, and interest of Purchasers now owned are hereinafter acquired by Purchasers in the property. If Purchasers default and do not cure within the time provided after notice of default, if such notice is required, the Seller shall be authorized to record the Quitclaim Deed, in order that any interest Purchasers may have had in the property may be conveyed of record to Seller. The recording of such Quitclaim Deed from Purchasers to Seller shall be conclusive proof, as against

Purchasers, and Purchasers' heirs, personal representatives, administrators, successors, and assigns, that Purchasers have defaulted in the performance of this Agreement and have abandoned all interest in the property, and that all procedures set forth herein concerning the notice of default and termination of Purchasers' rights to continue in possession of the property have been fully and completely complied with by Seller. If Purchasers do not default in the performance of this Agreement, the Quitclaim Deed shall be delivered to Purchasers upon complete performance of this Agreement and Purchasers shall then be entitled to destroy the Quitclaim Deed.

SECTION FOUR WARRANTIES

PURCHASERS HAVE EXAMINED THE PROPERTY AND THE IMPROVEMENTS LOCATED THEREON, INCLUDING, WITHOUT LIMITATION, THE IRRIGATION SYSTEM, AND ACCEPT THE SAME IN THE CONDITIONS AND STATE OF REPAIR THAT THE SAME ARE NOW IN. THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT IS BEING PURCHASED BY PURCHASERS "AS IS." PURCHASERS ACKNOWLEDGE AND AGREE THAT THEY HAVE BEEN INFORMED AND UNDERSTAND THAT SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO PURCHASERS, EXCEPT AS TO TITLE AS CONTAINED IN SECTION TWO OF THIS AGREEMENT.

SECTION FIVE MAINTENANCE BY PURCHASERS

During the life of this Agreement Purchasers shall maintain the property and all improvements thereon in substantially their present condition and shall keep the irrigation system in good working order and repair. No improvement shall be demolished or

removed prior to full performance of this Agreement by Purchasers, but Purchasers may, with Seller's prior written approval, enlarge or renovate any of the improvements. All improvements shall be maintained in a sound and sightly condition.

SECTION SIX
GOOD HUSBANDRY

During the life of this Agreement Purchasers shall work the property in a good, careful, and husband-like manner, using modern, approved methods for farming and agriculture, and protecting the soil against erosion and depletion.

SECTION SEVEN
INSPECTION

Seller may enter and inspect the property at reasonable times.

SECTION EIGHT
RESTRICTIONS ON USE

Until this Agreement is fully performed, the property shall have the following restrictions on use:

1. The property shall be used only for farming purposes. The property shall not be subdivided, in whole or in part. No signs, plaques, signboards or billboards of any character shall be erected, permitted or maintained on any part of the property. In the event of violation of such conditions Seller may, in addition to any other rights conferred by law, enter and remove or abate any such prohibited use, without liability therefor.

2. All additional improvements, or expansions or modifications of existing improvements, shall be constructed of new material, finished and maintained in a neat and sightly condition,

and shall comply with all existing county and state building statutes and codes.

SECTION NINE
INDEMNIFICATION; INSURANCE

During the life of this Agreement Purchasers shall indemnify and hold harmless Seller from and against any loss, claim, damage, injury or liability of any kind relating to Purchasers' use or possession of the property. Further, until this Agreement is fully performed, the Purchasers shall secure and maintain in good standing the following insurance effective no later than November 1, 1993:

1. Fire and other casualty insurance on all insurable improvements on the property, and on the irrigation system. Such insurance shall be for the full insurable value of the improvements and the irrigation system, and shall include Seller as a named insured.

2. Personal injury and property insurance in an amount not less than \$500,000.00 per occurrence. Such insurance shall include Seller as a named insured.

If Purchasers fail to secure or maintain any insurance required under this Section Nine, Seller may obtain and pay for such insurance without notice or demand to Purchasers. Any such payment made by Seller shall immediately become due and payable from Purchasers to Seller and shall bear interest at the rate of Eighteen Percent (18%) per annum, and Purchasers' failure to immediately pay Seller upon its request the full amount so

expended, together with accrued interest, shall constitute a default under this Agreement.

SECTION TEN
RESTRICTIONS ON ASSIGNMENT

The parties agree that this Agreement shall not be assignable by Purchasers, nor shall Purchasers have any right or power to sell, mortgage, or in any way encumber the property during the term of this Agreement, unless Purchasers shall first obtain the written consent of Seller to the assignment, sale, mortgage, or encumbrance. The Seller shall not unreasonably withhold consent to the assignment and transfer of Purchasers' rights under this Agreement to any financially responsible party.

If Seller consents in writing to allow Purchasers to encumber the property and Purchasers fail to make any payments or to do any required act, then Seller may, but is under no obligation to, and without notice or demand upon Purchasers, and without releasing Purchasers from any obligation thereof, make or do the same in such manner and to such extent that Seller may deem necessary to protect its security under the terms of this Agreement. The Seller is authorized to enter upon the property for such purposes, and to appear and defend any action or proceeding purporting to affect the security of this Agreement, or the rights and powers of Seller hereunder, and to pay, purchase, contest, or compromise any encumbrance, charge or lien which appears prior or subsequent hereto. Any such payment made by Seller shall immediately become due and payable from Purchasers to Seller and shall bear interest at the rate of Eighteen Percent (18%) per annum, and Purchasers'

failure to immediately pay Seller upon its request the full amount so expended, together with accrued interest, shall constitute a default under this Agreement.

SECTION ELEVEN
POSSESSION

Purchasers have taken possession of the property on a date prior to the execution of this Agreement.

SECTION TWELVE
LIENS AND ENCUMBRANCES

Purchasers shall not allow any liens or encumbrances to attach or be filed against any part of the property. If any lien or encumbrance attaches or is filed which Purchasers, in good faith believes invalid either in whole or in part, Purchasers shall have the right to diligently litigate and obtain a judicial determination regarding the validity or extent of such lien or encumbrance, including appellate determination, and should such proceeding be resolved against Purchasers, then Purchasers shall immediately satisfy and discharge the same. Purchasers shall prosecute or defend such litigation at Purchasers' own cost and expense and on behalf of, and for the benefit of, all parties to this Agreement. Moreover, Seller shall have the right to take such legal action as Seller may deem necessary or useful to protect Seller's interest in the property.

SECTION THIRTEEN
TAXES

Seller shall pay all taxes, levies, and assessments of any kind whatsoever levied against the property on or prior to December 31, 1993. Purchasers shall pay when due all taxes, levies, and

assessments of any kind whatsoever levied on and after January 1, 1994. If Purchasers fail to pay any tax, levy or other assessment when due, Seller may, but is under no obligation to, make such payment without notice or demand upon Purchasers. Any such payment made by Seller shall immediately become due and payable from Purchasers to Seller and shall bear interest at the rate of Eighteen Percent (18%) per annum, and Purchasers' failure to immediately pay Seller upon its request the full amount so expended, together with accrued interest, shall constitute a default under this Agreement.

SECTION FOURTEEN
EXISTING LEASE

The Purchasers acknowledge and agree that they are purchasing the property and taking possession of it subject to an Idaho Farm Lease dated May 20, 1993 between Seller and Dusty R. Stibal, a copy of which is attached as Exhibit A to this Agreement (the "Lease"), and that they will not interfere with the rights of Dusty R. Stibal as lessee under the Lease. Seller shall retain the lease payment under the Lease, and Purchasers shall have no right or interest therein.

SECTION FIFTEEN
DEFAULT OF PURCHASER

If Purchasers default in the performance of any of the terms of this Agreement, the Seller may give written notice to Purchasers specifying the manner in which the default occurred. If Purchasers do not correct the default within thirty (30) days after service of the notice of default, the Seller may elect to:

1. Declare the entire unpaid balance of this Agreement, including principal, interest, taxes and other assessments, attorney's fees, and other sums due and owing Seller to be immediately due and payable; and

2. Bring suit to establish the balance owing hereunder as a debt by Purchasers to Seller and to foreclose this Agreement as a real estate mortgage securing said debt in accordance with the laws of real estate and mortgage; no notice of Seller's election to pursue this remedy is required prior to suit; or

3. File the Quitclaim Deed from Purchasers to Seller, and take immediate possession of the property and resume full title, ownership, and control, and the Purchasers will forfeit all right, title, and interest in the property. If Seller becomes entitled to possession of the property, and the Purchasers refuse to voluntarily and immediately give up possession, the Purchasers agree to pay Seller a reasonable fair rental value for the property during the tenure of Purchasers' continued possession; and

4. Pursue any other remedy in law or in equity to enforce the performance of this Agreement, and to recover damages for breach of this Agreement.

SECTION SIXTEEN
ATTORNEYS' FEES

If any party incurs attorneys' fees or costs to enforce the provisions of, or as a result of a breach of, this Agreement, with or without suit, the defaulting party agrees to pay for the actual attorneys' fees and cost of the prevailing party.

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SECTION SEVENTEEN
REPRESENTATION BY ATTORNEYS

This Agreement and related documents have been prepared by Billy G. DuPree, Jr., Attorney at Law, Rexburg, Madison County, Idaho, on behalf, and in representation of, Seller. Purchasers understand that they have the right to contact and use independent counsel of their own choosing.

SECTION EIGHTEEN
BINDING EFFECT

This Agreement is binding upon the parties, and their respective successors, heirs, administrators, and assigns.

SECTION NINETEEN
GOVERNING LAW

This Agreement shall be governed by the laws of the State of Idaho.

SECTION TWENTY
NO WAIVER

No waiver by Seller of any breach by Purchasers, or an extension of the due date of any payment hereunder, or the acceptance by Seller of a payment after its due date, shall in any manner operate as a waiver of any breach or failure of Purchasers thereafter occurring; and the same shall not affect the right of Seller to accelerate the balance of the purchase price or declare its forfeiture hereunder or pursue any other remedy afforded to it by the terms of this Agreement by reason of any subsequent act or omission of Purchasers.

SECTION TWENTY-ONE
NOTICES

Notice may be given to any party hereunder by certified mail, return receipt requested, addressed as follows:

If to Seller: International Livestock
Development Corporation
P.O. Box 519
Rexburg, Idaho 83440
Attention: President

If to Purchasers: Mr. Michael A. Webster
1960 East 400 North
Roberts, Idaho 83444

Any party may change its address for notice by written notice in compliance with this Section Twenty-One. Any notice given in compliance with this Section shall be deemed to have been received by the addressee seven (7) days after the time of the mailing of the notice, regardless of whether the return receipt is received.

SECTION TWENTY-TWO
VARIATIONS IN PRONOUNS

All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context or circumstances may require.

SECTION TWENTY-THREE
HEADINGS

The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement.

SECTION TWENTY-FOUR
FURTHER ACTIONS

Each party to this Agreement agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions and purposes of this Agreement.

SECTION TWENTY-FIVE
ENTIRE AGREEMENT; AMENDMENT

This Agreement constitutes the entire agreement between the parties and supersedes any and all other prior oral or written agreements of the parties relating to the subject matter of this Agreement. This Agreement may not be amended, modified or changed except in writing executed by all parties.

IN WITNESS WHEREOF the parties have executed this Agreement.

SELLER

International Livestock
Development Corporation

By Roger Ferguson
Roger Ferguson, President

PURCHASERS

Michael A. Webster
Michael A. Webster

Gail T. Webster
Gail T. Webster

STATE OF IDAHO)
 SS:
County of Madison)

On this 7 day of October, in the year 1993, before me, a Notary Public, personally appeared Roger Ferguson, known or identified to me to be the President of the corporation that

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JAN 24 2002

executed this instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Diane Clements
Notary Public for Idaho
Residing at: Reynolds
My Commission Expires: 4/22/97

STATE OF IDAHO)
 SS:
County of Madison)

On this 4th day of October, in the year of 1993, before me, a Notary Public in and for said State, personally appeared MICHAEL A. WEBSTER and GAIL T. WEBSTER, husband and wife, 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.

Diane Clements
Notary Public for Idaho
Residing at: Reynolds, Id
My Commission Expires: 4/22/97

IDAHO FARM LEASE

This lease is entered into this 20th day of May, 1993, between International Livestock Development Corp. an Idaho Corporation, hereinafter designated landlord, and Dusty R. Stibal, 13568 N. 5 E. Idaho Falls, Idaho Phone 524-3854 hereinafter designated tenant.

Witnesseth; That landlord, for and in consideration of the covenants and agreements hereafter mentioned to be kept and performed by tenant, has by these presents, demised and leased to tenant the following described land, to-wit:

All of section 14, Township 4, North 35 East of the Boise Meridian, Jefferson County, 640 Acres, less the home.

in the county of Jefferson, State of Idaho, and containing 428 Acres, acres, more or less, together with all buildings and improvements thereon and all rights thereto appertaining except as otherwise herein provided, to have and to hold the same to tenant, from May 20, 1993, to November 1, 1993. And the tenant in consideration of the leasing of the premises as above set forth, covenants and agrees with landlord to pay, as rent for the same, the shares of crops, cash, or quantities of crops as set forth below:

\$28,000.00 (Twenty eight thousand dollars) in full on May 20, 1993 for term of the lease. Tenant may apply for balance of crop payment from A.S.C. due Dec. 1, 1993. Initial payment of \$10,000.00 from A.S.C. landlord may recapture from former tenant. Tenant has use of all of the buildings, with the exception of the home. Landlord agrees for all pumps, pipes, and main line to be operable at beginning of season. Tenant is responsible for pumps and repair for the remainder of the season. Tenant agrees to disc approx. 180 A. for weed control.

And tenant further agrees with landlord that at the expiration of the term of this lease he will yield up the possession to landlord without further demand or notice, and in as good order and condition as when the same was entered upon by tenant, less by fire or inevitable accident and ordinary wear excepted.

The tenant further agrees not to allow or suffer any waste on said premises, or lease, or under-let, or permit any person or persons to occupy or improve same or make or suffer to be made any alteration therein, except with the approval of the landlord hereto in writing having first been obtained.

And it is further expressly understood and agreed between the parties hereto as follows:

1. The tenant covenants to farm said premises to the satisfaction of landlord, and to raise the greatest amount of grain and other crops thereon the nature of the soil and season will permit, and further to break up and improve as much of the waste land as may be in condition to plow.
2. Tenant shall haul out and distribute upon the poorest soil on said premises all the manure and compost suitable to be used and further not to burn any straw or stubble on said premises.
3. The tenant shall preserve and keep the fruit and ornamental trees, vines and shrubbery that are now on or may be planted upon the premises from injury by plowing or from cattle, or any other stock, and further to keep said premises free from brush and burrs, and shall also keep all necessary ditches and drains plowed and cleaned out during the continuance of this lease.
4. Tenant shall keep said premises including the hedges and fences in proper repair, provided that the landlord shall furnish such material that he or his agent may consider necessary to repair said premises within a reasonable time after being notified, and the tenant shall haul said material to said premises without charge.
5. Tenant covenants not to remove any of the crops raised on said premises during the term of said lease until the rent therein specified shall be fully paid, or sell the same or any part thereof. And if any grain or other crops raised on said premises during said term shall be removed or attempted to be removed by any person or persons before the payment of said rent; or if the tenant shall sell, or attempt to sell, said grain or other crops of produce, or any part thereof shall be claimed or attached or levied upon by execution or claimed by any other person or persons upon any pretense whatever, before said rent shall be fully paid, then upon the happening of any such contingencies, said rent shall immediately become due and payable, and landlord or his legal representatives shall have the right to enter into the said premises and take possession of said grain or other crops, or whatever the same may be and remove the same and sell the same or any part thereof, or if the same be not sufficiently matured for harvesting or gathering to cultivate the same and to preserve the same until it shall be fit, and then to harvest or gather or sell the same or any part thereof, at private or public sale, and to apply the proceeds thereof to the payment of the expenses and cost of carrying out the provisions of this lease and the payment of said rent hereby reserved.

JAN 24 2002

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
Case No. 39576)
_____)

PARTIAL DECREE PURSUANT TO 1997 OCT 31 AM 9:58
I.R.C.P. 54(b) FOR

Water Right 35-10218

DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
FILED _____

NAME & ADDRESS: INTERNATIONAL LIVESTOCK
PO BOX 247
HAMER ID 83425

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 04/01/1974

POINT OF DIVERSION: T04N R35E S14 NWNWNE Within JEFFERSON County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE DOMESTIC 1 HOME	PERIOD OF USE 01-01 12-31	QUANTITY 0.04 CFS
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PLACE OF USE: DOMESTIC Within JEFFERSON County
T04N R35E S14 NWNNE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

DATED: OCT 31 1997


DANIEL C. HURLBUTT, JR.
PRESIDING JUDGE
Snake River Basin Adjudication

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

DATED: OCT 31 1997


DANIEL C. HURLBUTT, JR.
PRESIDING JUDGE
Snake River Basin Adjudication

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DEC 01 1998

PARTIAL DECREE PURSUANT TO I.R.C.P. 54(b)
Water Right 35-10218

MICROFILMED

MAY 19 2000

MICROFILMED

JAN 24 2002

PAGE 1
OCT 20-1997



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

January 16, 2002

MIKE WEBSTER
1960 E 400 N
ROBERTS ID 83444

RE: Change of Ownership for Water Right 35-10218

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

for Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosure

MICROFILMED

JAN 24 2002



State of Idaho

DEPARTMENT OF WATER RESOURCES

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Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

December 21, 2001

MIKE WEBSTER
1960 E 400 N
ROBERTS ID 83444

RE: Change in Ownership for Decreed Water Right 35-10218

Dear Mr. Webster:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership. Our review of your notice indicates that additional information is required before we can process the change. The information required is indicated below:

✓ **Signature**

We received the front page only of the Notice of Change in Water Right Ownership form (copy enclosed). I have enclosed a new and complete form for your information and convenience. Please sign the form in the space indicated and return it to our office. The Contract of Sale that was provided is one page only. The document is unsigned and therefore is incomplete and not acceptable as support documentation for this request. Please furnish our office with a complete Contract of Sale or other complete document showing your ownership of this property.

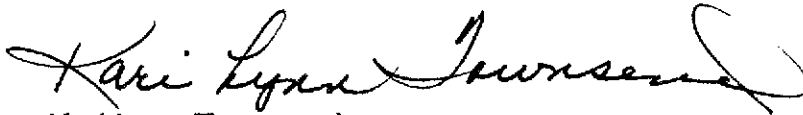
Because the Department cannot process the ownership change without proper documentation, we will hold any action on your notice pending receipt of the necessary information. If we do not receive the necessary information within 30 days we will return your notice and all attachments and your notice will not be processed.

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JAN 24 2002

Please note that water right owners are required to report any change in water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage (<http://www.idwr.state.id.us>) on the Internet to obtain the proper forms and instructions.

Please feel free to contact the Department if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Kari Lynn Townsend". The signature is fluid and extends across the width of the text area.

Kari Lynn Townsend
Secretary

KLT:k

Enclosure(s)

MICROFILMED
JAN 24 2002

CC: W.D.

BILLY G. DUPREE, JR.**Attorney at Law**

35-02554

35-07796

35-10218

58 East First North

P.O. Box 723

Rexburg, ID 83440

Telephone: (208) 356-0180

Fax: (208) 356-0238

*10 conds Modified**11-16-98;*~~*11-16-98*~~*10***FACSIMILE TRANSMITTAL SHEET**To: *Don Shaff*

Telephone No.:

From: Billy G. Dupree, Jr.

Fax No.: 327-5400

Date: *11-12-98*

Remarks:

*Please change the address for
Notices to International Livestock
Development Corp (e.g., claim no. 35-02554)
to 1960 E. 400 N., Roberts, ID 83444.*

Thank you, Bill Dupree

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS ATTORNEY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

WE ARE TRANSMITTING 1 PAGES (INCLUDING THIS COVER SHEET)
If all pages are not received, please call (208) 356-0180

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MAY 19 2008

JAN 24 2002

AJ0749NP
No. 35-10218

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 11/16/98
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	INTERNATIONAL LIVESTOCK 1960 E 400 N ROBERTS ID 86444 (208) 662-5511	04/01/1974	DOMESTIC	01-01 12-31	0.04 CFS	
TOTAL DIVERSION:					0.04 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: DECREED

Point(s) of Diversion:

T04N R35E S14

NWNWNE

JEFFERSON County

Place of use Legal Description for: DOMESTIC

				NE				NW				SW				SE			
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac
04N	35E	14	:			D													

POU County: JEFFERSON

Non-Irrigation Uses: 1 HOME

Other Rights: NONE

Conditions of Approval:

- N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
- N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Remarks: EXP PARCEL NO. RP04N35E140012

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:
Presumption Flag:

Comments: Date: 03/04/1997 User-ID: DS1-DSHA Subject: D&S 1 HOME UPDATE
USE-NOT-IRRIGATION FIELD TEXT REPLACED WITH "1 HOME".
CONDITION CODES N11 AND N13 ADDED IF NOT ALREADY PART OF RECORD.
ANY GEN REMARK CHANGED TO AN EXP REMARK.

Date: 11/16/1998 User-ID: SSHERMAN Subject: ADDRESS CHANGE
ADDRESS CHANGE BY CLAIMANT FAX.

Audit: 11/16/98 SSHERMAN

MICROFILMED
MAY 1 2000
MICROFILMED
JAN 24 2002