

RECEIVED

NOV 2 1973

Department of Water Administration
Eastern District Office

Affidavit of Publication

THE RIGBY STAR

STATE OF IDAHO, }
County of Jefferson } ss.

NOTICE OF APPLICATION FOR PERMITS

Notice is hereby given that International Livestock Development Corp. of 76 W. Main, Rexburg, Idaho has on 10/10/73 applied to the Idaho Department of Water Administration for permits to appropriate 31.6 cubic feet per second of water from ground-water sources by means of wells and pumps, from April 1 to November 1 for the irrigation of 2080 acres.

Permit No. 35-7333, Amount: 6.4 cfs, Point of Diversion: SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 26, T. 4N, R. 35E, B.M. Jefferson County, Place of Use: 320 acres within S $\frac{1}{2}$, Sec. 26, T. 4N, R. 35E, B.M.

Permit No. 35-7334, Amount: 12.8 cfs, Point of Diversion: NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 27, T. 4N, R. 35E, B.M. Jefferson County, Place of Use 640 acres within Sec. 27, T. 4N, R. 35E, B.M.

Permit No. 35-7335, Amount: 12.8 cfs, Point of Diversion: SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 34, T. 4N, R. 35E, B.M. Jefferson County, Place of Use: 640 acres within W $\frac{1}{2}$, Sec. 34: NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 33; S $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 28, T. 4N, R. 35E, B.M.

Permit No. 35-7336, Amount: 3.2 cfs, Point of Diversion: NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 23, T. 4N, R. 35E, B.M. Jefferson County, Place of Use: 160 acres within SE $\frac{1}{4}$, Sec. 23, T. 4N, R. 35E, B.M.

Permit No. 35-7337, Amount: 6.4 cfs, Point of Diversion: NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 28, T. 4N, R. 35E, B.M. Jefferson County, Place of Use: 320 acres within S $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 28, T. 4N, R. 35E, B.M.

If issued, these permits will be subject to all prior water rights. Protests against the granting of any or all of the permits must be filed with the Idaho Department of Water Administration, 1515 Lincoln Road, Idaho Falls, Idaho, 83401, on or before November 5, 1973.

R. KEITH HIGGINSON
Director
Published in The Rigby Star, Rigby, Idaho on October 18 and October 25, 1973.

I, Hope B. Jones, do solemnly swear that I am the printer of THE RIGBY STAR, a weekly newspaper as defined by Idaho Codes Annotated Section 58-106 as amended, and that said newspaper is a weekly newspaper, printed and published at Rigby, Jefferson County, Idaho, having a general circulation in said county, and that said newspaper has been printed and published as a weekly newspaper, in said county for more than 78 consecutive weeks prior to the first publication of the attached notice.

And affiant further says that at the times herein mentioned said newspaper as per clipping attached, was published in said newspaper in the regular and entire issue thereof, and not in any supplement issue thereof, for

Two Consecutive issues thereof; first publication having been made on the 18th day of October, 1973

and the last publication on the

OK 25th day of October, 1973

And affiant further says that at the times herein mentioned said newspaper was made up of at least four pages of at least five columns each printed from type matter of at least seventeen and three-fourths inches depth, and that there are at least two hundred bonafide subscribers in Jefferson County.

NW $\frac{1}{4}$ NW $\frac{1}{4}$

Readvertise

Subscribed in my presence and sworn to before me this 31st

day of Oct, 1973.
(SEAL)

Notary Public for the State of Idaho,
Residence and P. O. Address, Rigby, Idaho.

My commission expires _____, 19____

Publication Fee: \$ 22.55

MY COMMISSION EXPIRES JULY 15, 1977

35 7333

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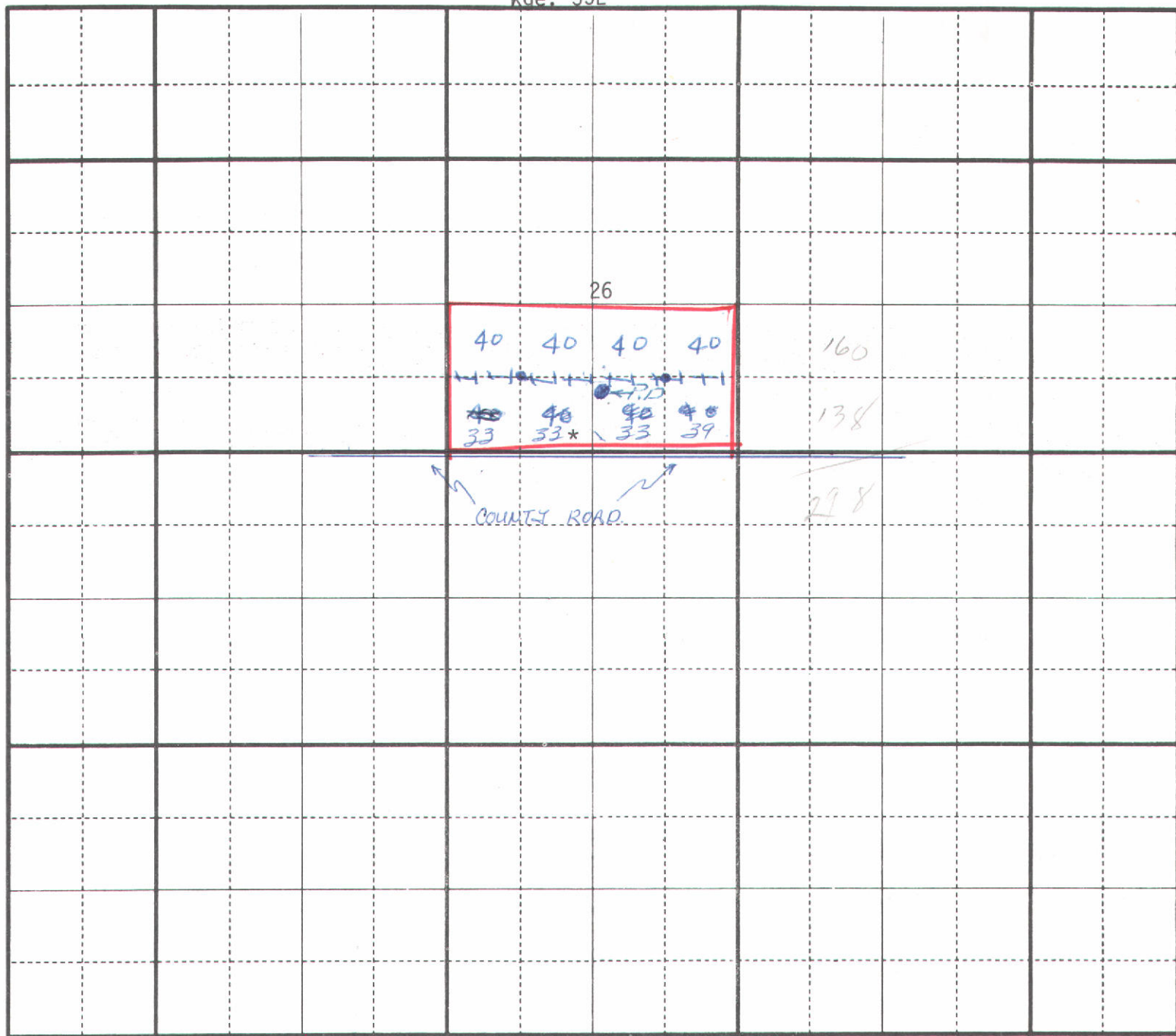
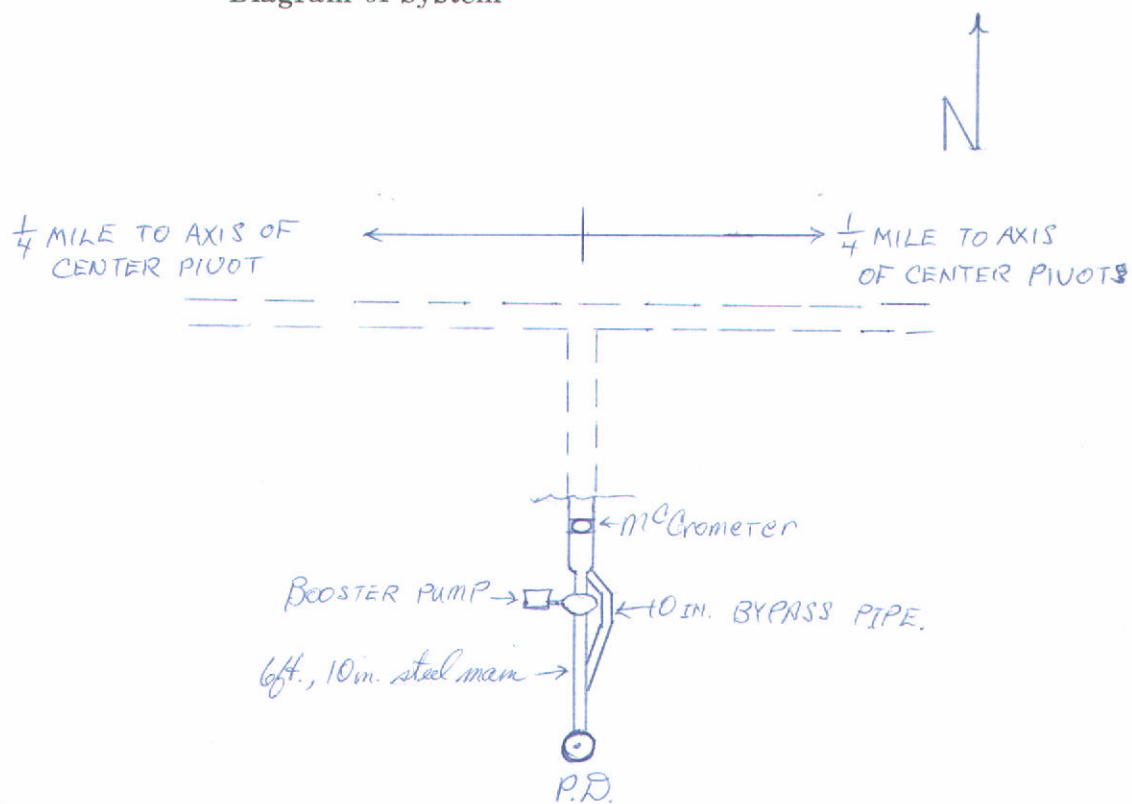


Diagram of System



State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 35-7333 Priority October 10, 1973 Amount 4.15 cfs

THIS IS TO CERTIFY, that KENT T. GNEITING
of Lewisville, Idaho, has complied with the terms and conditions of Permit
No. 35-7333 issued pursuant to Application for Permit dated October 10, 1973,
and has submitted proof to the Department of Water Resources on June 15, 1976,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 4.15 cfs of water from a groundwater source,
tributary to _____, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
<u>Irrigation</u>	from <u>April 1</u> to <u>November 1</u>	at <u>4.15</u> cfs and	<u>1043</u> acre feet
	from _____ to _____	at _____ cfs and	_____
	from _____ to _____	at _____ cfs and	_____

(both dates inclusive)

Subject, however, to the condition that no more than 4.15 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
1043 acre feet per year, said waters to be diverted within the SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 26, Twp. 4N,
Rge. 35E, B. M. in the County of Jefferson

Description and location of place of use:

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
<u>4N</u>	<u>35E</u>	<u>26</u>									<u>40</u>	<u>40</u>	<u>33</u>	<u>33</u>	<u>40</u>	<u>40</u>	<u>33</u>	<u>39</u>	<u>298</u>

Total number of acres irrigated 298

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands or place of use herein described, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 4 day of
April, 19 79.

Director

LICENSING AMENDMENT

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR AMENDMENT OF A PERMIT

To change the point of diversion and/or the place of use.

Comes now Kent T. Gneiting

of (address) Lewisville, Idaho, and represents to the

Director of the Idaho Department of Water Resources:

That he is the owner and holder of Permit to Appropriate the Public Waters of the State of Idaho No. 35-7333, and requests that the permit and permit map be changed as follows:

1. Point of diversion: SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 26, Township 4N, Range 35E, B.M.,
County of Jefferson. Other points of diversion: _____

2. Period and nature of use: (irrigation, domestic, stockwatering, industrial, etc.)

Amount 4.15 for Irrigation purposes from April 1 to November 1 (both dates inclusive)
(cfs or acre feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum)

3. Place of use or land to be irrigated:

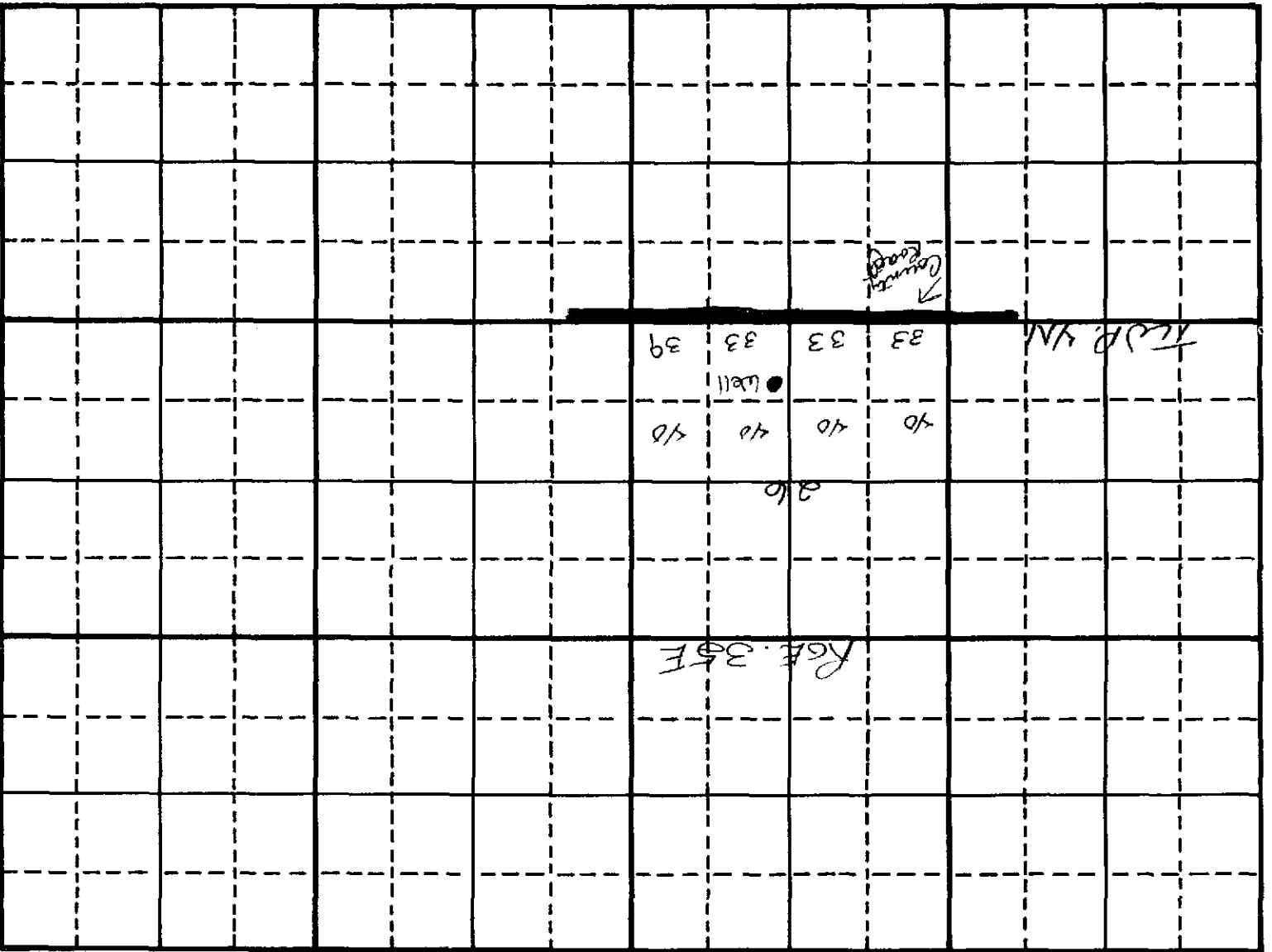
TWP	RGE	SEC	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
4N	35E	26									40	40	33	33	40	40	33	39	298

Total number of acres to be irrigated = 298

4. a. Who owns the property at the point of diversion? Kent Gneiting
b. Who owns the land to be irrigated or the place of use? Kent Gneiting
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: _____

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Complete the following map by showing land and point of diversion as proposed by this amendment.
Show 40-acre subdivisions, townships, ranges and ditches.



That no one will be injured by such change, and that such change will be made at permit holder's own risk.

Signed at _____, this 26th day of March, 1979.

Robert J. Hartung
(Signature)

FOR DEPARTMENT USE ONLY

Preliminary check by _____ Fee = \$20.00

Received by *AG* Date *3-27-79*

Publication prepared by _____ Date _____

Published in _____

Publication dates _____

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

I, C. STEPHEN ALLRED, Director of the Department of Water Resources hereby

approve the above Application for Amendment for Permit No. 35-7333.

Witness my hand this _____ day of _____

April 11

19 79

Director

[Signature]

State of Idaho
Department of Water Resources
ASSIGNMENT OF PERMIT

I, Blaine L. Larson, hereby assign to Kent T. G. Gentry
of Lewisville Idaho
Address

CHECK ONE

- ☒ All my right, title, and interest in and to Permit No. 35-7333
to appropriate the public waters of the State of Idaho.
- ☐ The following described portion of my right, title, and interest in and to Permit
No. _____ to appropriate the public waters of the State of Idaho.
(Describe that portion of the permit being assigned by listing the acreage within
each 40 acre subdivision, the point of diversion and the amount of water in cubic
feet per second for direct diversion, or acre feet for storage)

Made this 15th day of April, 19 76.

Blaine Larson
Permit Holder

Connie Larson
Spouse of Permit Holder

State of Idaho)
County of Lewis) ss.

On this 15th day of April, 19 76, personally
appeared before me the signer(s) of the above instrument, who duly acknowledged to me
that he (she) (they) executed the same.

seal

Joe D. Gentry
Notary Public residing at
Lewisville Id.

My commission expires:

11/10/88

RECEIVED

APR 12 1976

ASSIGNMENT

Department of Water Resources
Eastern District Office

For value received, I hereby assign my right, title, and interest in and
to Permit to Appropriate the Public Waters of the State of Idaho, No. 35-7333
to Blaine L. Larsen
of Terreton, Idaho.

*

International Livestock Development Corp.

Roger N. Ferguson
Permit Holder
Roger Ferguson, President

By Gary J. Jensen
~~Wife of Roger Ferguson~~
Attorney-in-Fact

STATE OF IDAHO

STATE OF IDAHO

County of Bonneville

)
) ss.
)

Blake Boyce
President

ON THIS 28th day of March, 1974, before me, the undersigned, a Notary Public in and for said State, personally appeared GARY J. JENSEN, know to me to be the person whose name is subscribed to the within and foregoing instrument as the attorney-in-fact of Roger Ferguson, and acknowledged to me that he subscribed the name of Roger Ferguson as Secretary of International Livestock Development Corp. as principal, and his own name as attorney in fact.

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

William C. Olson
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 11-26-77

STATE OF IDAHO

County of Bonneville

)
) ss.
)

ON THIS 28th day of March, 1974, before me, the undersigned, a Notary Public in and for said State, personally appeared BLAKE BOYCE, known to me to be the President of International Livestock Development Corp, the corporation that executed the within and foregoing instrument, and acknowledged to me that such corporation executed the same.

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

William C. Olson
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 11-26-77

ASSIGNMENT

Department of Water Conservation

For value received, I hereby assign my right, title, and interest in and
to Permit to Appropriate the Public Waters of the State of Idaho, No. 35-7333
to Blaine L. Larsen
of Terreton, Idaho.

*

International Livestock Development Corp.

Roger H. Ferguson
Permit Holder
Roger Ferguson, President
By [Signature]

~~x Wife of x Permit Holder x~~
Attorney-in-Fact

STATE OF IDAHO)

) ss.

County of Bonneville)

Blake Boyce
President

ON THIS 28th day of March, 1974, before me, the undersigned, a Notary Public in and for said State, personally appeared GARY J. JENSEN, know to me to be the person whose name is subscribed to the within and foregoing instrument as the attorney-in-fact of Roger Ferguson, and acknowledged to me that he subscribed the name of Roger Ferguson as Secretary of International Livestock Development Corp. as principal, and his own name as attorney in fact.

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

[Signature]
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 11-26-77

STATE OF IDAHO)

) ss.

County of Bonneville)

ON THIS 28th day of March, 1974, before me, the undersigned, a Notary Public in and for said State, personally appeared BLAKE BOYCE, known to me to be the President of International Livestock Development Corp, the corporation that executed the within and foregoing instrument, and acknowledged to me that such corporation executed the same.

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

[Signature]
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 11-26-77

ASSIGNED TO: KENT T. GNEITING
4-29-1976 Lewisville, ID 83431

Identification No. 35 7333
Application No.

ASSIGNED TO: BLAINE L. LARSEN
5/21/74 Terreton,
Idaho 83450

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION

APPLICATION FOR PERMIT

APPROVED

To Appropriate the Public Waters of the State of Idaho
(TYPE OR PRINT IN INK)

1. Name of applicant International Livestock Development Corp.
post office address c/o Roger Ferguson, 76 W. Main, Rexburg, Idaho Ph. 356-9163
2. Source of water supply ground water which is a tributary of - - -
3. a. Location of point of diversion is SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 26 Township 4N
Range 35E B.M. Jefferson County; additional points of diversion if any: _____

- b. If water is not consumed, it will be discharged into _____ at a point in _____ $\frac{1}{4}$
of _____ $\frac{1}{4}$ of Section _____ Township _____ Range _____ B.M. _____
4. Water will be used for the following purposes:
Amount 6.4 for Irrigation purpose from Apr. 1 to Nov. 1 (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated:
a. 6.4 cubic feet per second and/or
b. _____ acre feet per annum.
6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. Deep well, electric motor,
turbine pump, sprinkler irrigation

- b. Height of storage dam _____ feet, active reservoir capacity _____ acre feet; total reservoir
capacity _____ acre feet, materials used in storage dam: _____
Period of year during which storage will occur _____ to _____ inclusive.
(Mo. Day) (Mo. Day)
- c. Proposed well diameter is 20 inches; proposed depth of well is 600 feet.
7. a. Time required for the completion of the works and application of the water to the proposed beneficial use
is 5 years.
b. Estimated construction cost is \$50,000.
8. Description of proposed uses:
a. If water is **not** for irrigation:
(1) Give the place of use of water: _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$ of Section _____ Township _____
Range _____ B.M. _____
(2) Amount of power to be generated: _____ hp under _____ feet of head.
(3) List number of each kind of livestock to be watered _____

(4) Name of municipality to be served _____, or number of families to be
supplied with domestic water _____.
(5) If water is to be used for other purposes describe: _____

35 2002

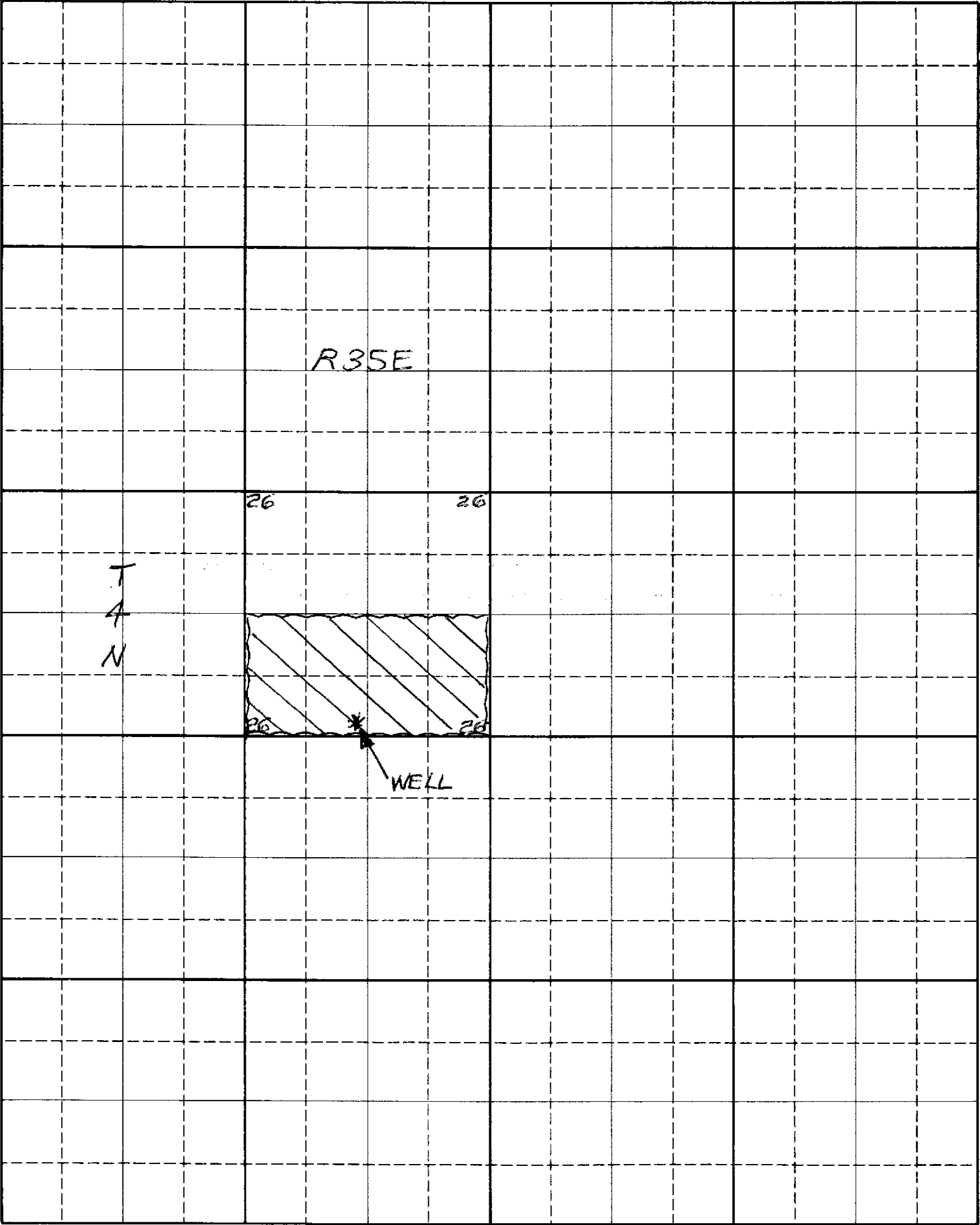
Total number of acres to be irrigated 320

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the

9. a. Who owns the property at the point of diversion. _____ Applicant
b. Who owns the land to be irrigated or place of use. _____ Applicant

Blake Boyce, Rt. #1, Rigby, Idaho

11. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



Scale: 2 inches equal 1 mile

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

International Livestock Development Co.
By Blake Ayers
(Applicant) *Sec. - Tre.*

Proposed Priority 10-10-1973

35-7333

Received by mt Date 10/10/73 Time 1:00 p
Preliminary check by mt Fee \$ 85.00
Received by mt Date 10/10/73 # 10378
Publication prepared by mt Date 10/11/73
Published in The Bigby Star
Publication dates Oct 18 + 25, 1973
Publication approved mt Date 10/15/73
Priority reduced to _____ Reason _____
Protests filed by: _____
Copies of protests forwarded by _____
Hearing held by _____ Date _____
Recommended for approval denial by NCY

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER ADMINISTRATION

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 35-7333, and said application is hereby APPROVED.

1. Approval of said application is subject to the following limitations and conditions:

a. SUBJECT TO ALL PRIOR WATER RIGHTS.

b. Proof of construction of works and application of water to beneficial use shall be submitted on or before November 1, 19 76.

c. Other: A measuring device of a type approved by this department shall be permanently installed and maintained as part of the diverting works.

2. Denial of said application is for the following reasons: _____

Witness my hand this 9th day of November 19 73.

Director

DEPARTMENT OF WATER ADMINISTRATION
- STAFF ANALYSIS -

Item	Initial	Date	
(1)	<u>WRP</u>	<u>10/10</u>	Application No. <u>35 7333</u>
(2)			☒ Source ☒ Point of Diversion ☒ County ☒ Quantity of Water and Period of Use ☒ Description of Diverting Works ☒ Time required for B/U of water ☒ Place of Use or Acres Irrigated ☒ Map ☒ Signature ☒ Fee ☒ Plat
(3)	<u>WRP</u>	<u>10/10</u>	In form to receipt
	<u>WRP</u>	<u>10/10</u>	Send Copies to: ☐ Idaho State Health Department ☐ Idaho Fish and Game Department ☐ Bureau of Land Management
(4)	<u>WRP</u>	<u>10/10</u>	☐ Request Special Use Permit from U.S.F.S. ☐ Request Easement from B.L.M. ☐ Request Information from Applicant
(5)	<u>WRP</u>	<u>10/10</u>	In form for advertising
(6)	<u>WRP</u>	<u>10/10</u>	Located within Water District No. <u>N.A.</u>
(7)	<u>WRP</u>	<u>10/10</u>	Critical groundwater area: yes ☐ no ☒
(8)	<u>WRP</u>	<u>10/10</u>	Groundwater levels: ☒ Decline (comment) <u>Obs Well Sec 19 -1 Bull 27</u> ☐ Stable (comment) _____ ☐ Increasing (comment) _____
(9)	<u>N.C.Y.</u>	<u>11/5/73</u>	Comments: <u>No conflicting G.W. rights</u>
(10)	<u>M.B.</u>	<u>11/2/73</u>	Affidavit of Publication received (date) <u>November 2, 1973</u>
(11)	<u>"</u>	<u>11/5/73</u>	Final date for protests <u>November 5, 1973</u> Protests received: yes ☐ no ☒
(12)	<u>"</u>	<u>"</u>	Date and Place of hearing <u>N.A.</u> Decision reached at hearing <u>N.A.</u>
(13)	<u>11/5/73</u>	<u>N.C.Y.</u>	All requested information received from agencies or applicant yes ☒ no ☐
(14)	<u>"</u>	<u>"</u>	Action recommended: ☒ Approve ☐ Deny Reason for Reduction _____ ☒ Measuring device required ☐ See attached sheet for additional conditions of approval ☒ No additional conditions for approval
(15)	District <u>E</u>	By <u>N.C.Y.</u>	Date <u>11/5/73</u>

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County of Jefferson } ss.

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18th day of October, 1973

and the last publication on the

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NW 1/4 NW 1/4

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day of Oct, 1973.
(SEAL)

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Residence and P. O. Address, Rigby, Idaho.

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Publication Fee: \$ 22.55

MY COMMISSION EXPIRES JULY 15, 1977

R. KEITH HIGGINSON
Director

Published in The Rigby Star, Rigby,
Idaho on October 18 and October 25,
1973

35 7333

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within W 1/2, Sec. 34: NE 1/4 SE 1/4, Sec. 33; S 1/2 SE 1/4, Sec. 28, T. 4N, 35E, B.M.

Permit No. 35-7336, Amount: 6.4 cfs, Point of Diversion: NE 1/4 SE 1/4, Sec. 23, T. 4N, R. 35E, B.M. Jefferson County, Place of Use: 160 acres within SE 1/4, Sec. 23, T. 4N, R. 35E, B.M.

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If issued, these permits will be subject to all prior water rights. Protests against the granting of any or all of the permits must be filed with the Idaho Department of Water Administration, 1515 Lincoln Road, Idaho Falls, Idaho, 83401, on or before November 5, 1973.

MEMORANDUM

TO: File 35-7333
FROM: Sharla
DATE: September 6, 1994
RE: Transfer #4282

An application for transfer which included this right was filed by Blaine Larsen early in 1994. The application was protested and eventually approved, in part. The original transfer application and all documentation associated with the application is located in Right No. 31-07220.



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 373 W. Franklin Street, Boise, Idaho

JOHN V. EVANS

Governor

C. STEPHEN ALLRED

Director

Mailing address:

Statehouse

Boise, Idaho 83720

(208) 384-2215

April 5, 1979

Re: Water Right No. 35-7333

Kent T. Gneiting
Lewisville,
Idaho 83431

Dear Mr. Gneiting:

Enclosed herewith is a copy of the Water Right License issued on the above referenced permit.

Also enclosed is a copy of the approved Application for Amendment along with Receipt No. 13254 in the amount of \$ 20.00 .

Sincerely,

JAN GROVER
Water Rights Supervisor

JG/kw
Enclosure

MICROFILMED



State of Idaho
DEPARTMENT OF WATER RESOURCES
STATE OFFICE, 373 W. Franklin Street, Boise, Idaho

JOHN V. EVANS
Governor

C. STEPHEN ALLRED
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 384-2215

March 6, 1979

Re: Permit No. 35-7333

Kent T. Gneiting
Rt. 1
Roberts, Idaho 83444

Dear Mr. Gneiting:

A representative of this Department made an examination of the works covered by your Permit No. 35-7333 on August 19, 1976, and has found the following:

Amount of water that can be recognized as beneficially used under
Idaho law: 4.15 cfs Source: groundwater

The maximum quantity diverted shall not exceed 1043 acre feet
per year.

Point of diversion: SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 26, Twp. 4N, Rge. 35E, B. M.

Beneficial use: Irrigation of 298 acres within the SW $\frac{1}{4}$, SE $\frac{1}{4}$, Sec. 26,
Twp. 4N, Rge. 35 E, B. M.

Priority date established: October 10, 1973

In order for the Department to issue the above license, it will be necessary for you to amend the permit to correspond with the findings of the field examiner. We are enclosing a partially completed amendment form for your use in this matter.

Please sign the amendment application and return it to this office along with a \$20.00 filing fee within 30 days in order that we might issue your license as set forth above. If you do not concur with these findings or have any questions, please contact us within the 30-day period.

Sincerely,

JAN GROVER
Water Rights Supervisor

JG/kw
Enclosure

FIELD REPORT

Kent T. Gneiting

1. Name of permit holder

Rt. 1, Roberts, ID 83444

Post office address

Person to contact

JUN 22 1976

Phone

Department of Water Resources
Eastern District Office

2. Source of water supply: Groundwater

☒ Surface water ☐

(name spring, stream, etc.)

Tributary to

3. Water will be used for the following purposes:

Amount 6.40 c.f.s. for Irrigation
AF/Annum (nature of use)

Period of Use: from April 1 to Nov. 1
(mo.-day) inclusive (mo.-day)

Amount _____ c.f.s. for _____
 _____ AF/Annum (nature of use)

Period of Use: from _____ to _____
(mo.-day) inclusive (mo.-day)

Amount _____ c.f.s. for _____
 _____ AF/Annum (nature of use)

Period of Use: from _____ to _____
(mo.-day) inclusive (mo.-day)

Other uses: _____

Permit No. _____

Examination for _____ b/u _____

4. Total amount to be appropriated:

Max Rate of Diversion 6.40 cubic feet per second and annual volume _____ AF/Annum.

5. Location of Point(s) of Diversion:

Township 4N N/S, Range 35E E/W, B.M., Section 26, Subdivision SE $\frac{1}{4}$ SW $\frac{1}{4}$, Jefferson
County

Township _____ N/S, Range _____ E/W, B.M., Section _____, Subdivision _____ 1/4 _____ 1/4 _____
County _____

Township _____ N/S, Range _____ E/W, B.M., Section _____, Subdivision _____ 1/4 _____ 1/4 _____ County _____

Other Points of Diversions: _____

Description of diverting works: 20" well, 600' deep, water level 450', 350 hp motor, 150 hp booster Johnson pump

Measuring device required: yes ☐ no ☒

6. Lands to be irrigated or place of use.

[illegible]

320

TOTAL ACREAGE

DATE OF EXAM 19 Aug 76

ACREAGE

Found 326.298 sec map

Recommended 326.298

Irrigation Requirement 3.5 Ac Ft/Ac

USE

Irrigation Q = 4.15 c.f.s. V = 1043 AF/Ann. from Apr to Nov

Domestic Q = _____ c.f.s. V = _____ AF/Ann. from _____ to _____

Livestock Q = _____ c.f.s. V = _____ AF/Ann. from _____ to _____

Is water co-mingled? yes _____ no ✓

Name source: _____
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____
County _____

Exchange? yes _____ no ✓

Name source exchanged with: _____
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____
County _____

Point of injection: N.A.
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____
County _____

Point of exchange: N.A.
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____
County _____

Total Q measured 4.15 cfs Method of measurement In line Meter

Total Q recommended 4.15 cfs Meter No. 72512117 Type MCrometer Condition 5th Condition

Total V recommended 1043 AF/ANN.

Recommended Amendments:

→ P.D. located in the SW 1/4 SE 1/4 SEC. 26 TWP. 4 N., RANGE 35 E.
Place of Use _____
Other _____
None _____

MEASUREMENT CALCULATION:

$$Q = .01 \text{ AF} / 10.5 \text{ sec} = 435.6 / 10.5 \text{ sec} = 4.15 \text{ cfs}$$

$$V = 3.5 \times 298 = 1043 \text{ AF/ANN.}$$

SYSTEM DESCRIPTION:

"GE" motor 350 Hp, 3 phase, ser #CK5320011, w/ "Perkins" pump ser #F20491.
Centrifugal booster: Hercules motor, 125 Hp, 3 phase, ser #1491027. w/ "Perkins" pump
ser #762115820
1 Valley center Pivot, and 1 Lockwood center Pivot 4 mi.
10 in. steel main extends 5 ft north of P.D. to booster pump & connects to 12 in.
main 2 ft. north of booster where it becomes buried. 10 in. by iron pipe goes around booster.

REMARKS:

System And Land shown by Kent Creeting

NOTE 3 OF THE 4 CORNERS ON SOUTH EDGE ARE NOT BEING IRRIGATED.

Examiner's Signature Ernest M. Carlson Date 19 Aug. 76

Checked by Anthony R. Kozlowski Date Feb. 3, 1977

Approved by _____ Date _____

June 21, 1976

Re: Permit No. 35-7333

Kent T. Gneiting
Route 1
Roberts, Idaho 83444

Dear Mr. Gneiting:

We acknowledge receipt of the affidavit submitted as proof of beneficial use for the above referenced permit.

Before a license can be issued, a field examination must be made by a representative of this Department. We cannot tell during which part of the irrigation season this examination will be made, however, our examiner will try to contact you at the time he makes the exam so that you may show him the system.

If you have any questions concerning the field exam, please contact our District Office in Idaho Falls.

Sincerely,

D. Darlene Reich
Water Rights Supervisor

DDR:JG

RECEIVED

JUN 13 1976 OKY

Department of Water Resources
Eastern District Office

Identification No. _____

Permit No. 35-7333

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

PROOF OF APPLICATION OF WATER TO BENEFICIAL USE

1. a) Name of Permit Holder Kent T. Gneiting
b) Post Office Address Rt. #1, Roberts, Idaho 83444
2. Permit Number 35-7333
3. Date of Priority that you are prepared to establish 10-10-73
4. a) Source from which water was appropriated ground water
b) Location of the point of diversion: SE 1/4 SW 1/4, Section 26
Township 4N, Range 35E Boise Meridian, Other points of diversion: _____
5. a) The amount of water and use to which the water has been applied:
Amount 6.40 for Irrigation purposes from Apr. 1 to Nov. 1 incl.
(cfs and/or acre-feet per annum) (Month-Day) (Month-Day)
Amount _____ for _____ purposes from _____ to _____ incl.
(cfs and/or acre-feet per annum) (Month-Day) (Month-Day)
Amount _____ for _____ purposes from _____ to _____ incl.
(cfs and/or acre-feet per annum) (Month-Day) (Month-Day)
b) Total amount appropriated 6.40 cfs and/or acre-feet per annum
c) Describe how and by whom measurement of rate of flow or amount of storage was made and the qualifications of the person making the measurement: B & W Equipment Company
6. If the means of diversion and conveyance are owned by someone other than the Permit Holder:
a) Give the name or description of the canal, ditch or other works by which the water is conducted to the place of use:
N.A.
b) Describe the agreement or understanding by which you take water from the works:
N.A.
7. a) Briefly describe the works for diverting and conveying the water to the place of use, (if from a subterranean source, give the pump size, motor size, size of well casing, depth of well; if from surface water, give brief description of diversion structure and/or canal or ditch) 20" well, approximately 600' deep, water level 450',
450 Hp. motor, Johnson pump
350 plus 150 HP Booster
b) Describe the type and size of measuring device which you have installed at your point of diversion: McCrometer
c) Give well driller's name and address and the date the well was completed: Rocky Mountain Drilling, 1976
8. If for other than irrigation, describe the beneficial use to which you have applied the water and the place of use: _____

Examined 6-21-76 by J

9. Irrigation uses: describe the lands irrigated by giving the acreages irrigated within each 40 acre subdivision: _____

T	R	SEC.	NE¼				NW¼				SW¼				SE¼				TOTAL
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
4N	35E	26									40	40	40	40	40	40	40	40	320

Total number of acres irrigated 320

10. Remarks: _____

The above information is a true statement of the extent to which the above numbered permit has been developed.

June 10 - 1976
(Date)

Gert Thiering
(Signature)

State of IDAHO)
) ss.
County of BONNEVILLE)

On this 10th day of June, 19 76, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.

Dean Crofts
Notary Public residing at Idaho Falls, Idaho

My commission expires ~~6-15-77~~ 6-5-79



STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

Cecil D. Andrus
Governor

R. Keith Higginson
Director

Statehouse
Boise, Idaho 83720
(208) 384-2215

April 29, 1976

Re: Permit No's. 35-7334, 35-7333

Kent T. Gneiting
Lewisville,
Idaho 83431

Dear Mr. Gneiting:

We acknowledge receipt of the assignments conveying the above referenced permits to you. The assignments have been recorded and the Department's records have been changed. We also acknowledge receipt of the affidavit submitted as proof of beneficial use for this Permit No. 35-7334.

Before a license can be issued on Permit No. 35-7334, a field examination must be made by a representative of this Department. We cannot tell just when this examination will be made, but our examiner will try to contact you at the time he makes the exam, so that you may show him the system.

If you have any questions regarding the field examination, please contact our Regional Office in Idaho Falls.

Sincerely,

D. DARLENE REICH
Water Rights Supervisor

DDR:JFR

File in
35-7333

NOT DELIVERABLE
AS UNABLE TO FORWARD

Kent L. Greeting
Pocatello, ID 83401

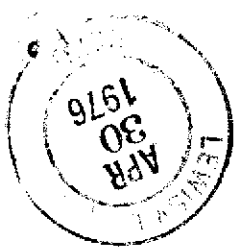
RECEIVED

MAY 4 1979

Department of Water Resources

83442
5-5-76

35-7333
+
35-7334



Lt. J. Roberts

May 22, 1974

Re: Permit No.'s 35-7333, 35-7334, 35-7335, 35-7336, 35-7337, & 35-7338

Blaine L. Larsen
Terreton,
Idaho 83450

Dear Mr. Larsen:

We acknowledge receipt of the assignments conveying the above referenced permits to you. The assignments have been recorded, and the Department's records changed.

If you have any questions concerning these permits, please contact us.

Sincerely,

D. Darlene Reich
Water Rights Supervisor

DDR:JG

cc: Gilbert C. St. Clair

LAW OFFICES
ST. CLAIR, ST. CLAIR, HILLER & BENJAMIN
FIRST SECURITY BANK BUILDING
P. O. BOX 26
IDAHO FALLS, IDAHO 83401

TELEPHONE 522-2350
AREA CODE 208

CLENCY ST. CLAIR (1871-1957)
PAUL T. PETERSON (1892-1967)
ROBERT W. ST. CLAIR
GILBERT C. ST. CLAIR
MORTON B. HILLER
WILLIS B. BENJAMIN
THEODORE V. WOOD
STEPHEN J. McGRATH

KETCHUM - SUN VALLEY OFFICE
GIACOBBI SQUARE ANNEX, SUITE 206
P. O. BOX 424
KETCHUM, IDAHO 83340
TELEPHONE 728-4483

May 16, 1974

R. Keith Higginson, Director
State of Idaho
Department of Water Administration
Statehouse - Annex 2
Boise, Idaho 83707

RECEIVED
MAY 21 1974
Department of Water Administration

Dear Mr. Higginson:

We are enclosing six assignments of permits to appropriate public waters of the State of Idaho nos. 35-7333, 35-7334, 35-7335, 35-7336, 35-7337 and 35-7338.

The property on which these wells are situated are being sold by the International Livestock Development Corporation, purchaser from Leonard Wasden, listed under the contract as L. Berrett Wasden and Ruth Janeen Wasden Harris, who sold to the International Livestock Development Corporation by contract dated July 25, 1973.

Blaine L. Larsen purchased by separate contract of sale from the International Livestock Development Corporation on the 28th day of March, 1974.

Under the Statute, I believe that you would like to have copies of the contracts and I am enclosing a copy of the original Wasden contract and a copy of the copy of the contract to Blaine Larsen and his wife.

Both of the contracts are in escrow and title will not pass to the assignments, which are also in escrow, until the contracts are paid off.

If there is anything further that you need or that we must do, would you kindly let me know.

Thanking you, we are

Yours very truly,

ST. CLAIR, ST. CLAIR, HILLER & BENJAMIN


Gilbert C. St. Clair

GCS: am

MICROFILMED

CONTRACT OF SALE

THIS AGREEMENT is made and entered into as of the 1st day of April, 1974, by and between INTERNATIONAL LIVESTOCK DEVELOPMENT CORPORATION, an Idaho Corporation, of which corporation N. BLAKE BOYCE is President and ROGER N. FERGUSON is Secretary, who are the sole stockholders of said corporation, hereinafter termed "Seller", and BLAINE L. LARSEN and CONNIE L. LARSEN, husband and wife, of the County of Jefferson, State of Idaho, hereinafter termed "Buyers",

WITNESSETH:

1.

Seller hereby agrees to sell to the Buyers on the performance of the agreements of the Buyers as hereinafter mentioned, and convey by good and sufficient warranty deed, free of liens and encumbrances, excepting any that may have attached by reason of any act or deed of said Buyers, and excepting any liens and encumbrances to which this agreement is made expressly subject, the following described real and personal property situate in Jefferson County, Idaho, to-wit:

A. REAL PROPERTY:

In Township 4 North, Range 35 E.B.M.:

In Section 23--the Southeast Quarter

In Section 26--The South one half

In Section 28--the North Half of the South Half; the South Half of the North Half; the South Half of the Southeast Quarter.

In Section 33--the Northeast Quarter and the East Half of the Southeast Quarter.

In Section 34--the West Half

In Section 27--the entire section.

In Township 4 North, Range 36 E.B.M.:

In Section 22--the Southeast Quarter

In Section 27--the North Half of the Northeast Quarter

RECORDED

Subject to:

1. General taxes for the year 1974 and all subsequent years.
2. All easements of record affecting the described property and those appearing on the land.

But otherwise together with all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, specifically including, but not being limited to, all water and water rights appurtenant thereto or generally used in connection therewith, whether represented by shares of stock in a corporation or otherwise.

B. PERSONAL PROPERTY:

All right, title and interest of the Seller in and to the following property or property interests:

- | | |
|--|-------------|
| a. One 10,000 gallon fuel tank | \$ 2,174.00 |
| b. 9,400 gallons of Diesel Fuel at 32.65 cents per gallon | 3,069.10 |
| c. Down payment on well drilling to Duane Denning | 2,000.00 |
| d. Down payment on 3 model 1800 International 10-wheel trucks at Snake River Equipment | 3,000.00 |
| e. Deposit on power, Utah Power & Light | 8,400.00 |
| f. Deposit with Gem State Irrigation, on Irrigation equipment | 56,000.00 |
| g. Well permits | 460.00 |

The Buyers specifically agree to pay the unpaid balance on the aforesaid items in accordance with the terms and conditions thereon, if any, and to hold the Seller harmless therefore.

II.

PERSONAL PROPERTY

The Buyers agree to buy the interest of the Seller in the aforesaid real property and to pay to the Seller the sum of Seventy-Four Thousand Two Hundred Three and Ten/100 Dollars (\$74,203.10) in lawful money of the United States of America in full on the first day of May, 1974. Further, the Buyers agree to

reimburse the Seller on May 1, 1974, for all funds paid to Gem State Irrigation subsequent to the date of this agreement for additional deposits on the aforesaid irrigation equipment.

REAL PROPERTY

The Buyers agree to buy said real property and to pay to the Seller therefor the sum of Four Hundred Forty-Seven Thousand Dollars (\$447,000.00) in lawful money of the United States of America, and in manner as follows, to-wit:

Thirty-Thousand and no/100 Dollars (\$30,000.00) in cash, receipt of which is hereby acknowledged.

Four Hundred Seventeen Thousand and no/100 Dollars (\$417,000.00) in annual installments as follows:

October 1, 1974, the amount of \$17,722.50 which represents interest on the unpaid balance of \$417,000.00 at the annual rate of 8.5% eight and one-half per cent from April 1, 1974 to October 1, 1974.

\$20,850.00 plus accrued interest on the unpaid balance from the date of the last payment on the 1st day of October, 1975; and \$20,850.00 plus accrued interest on the unpaid balance from the date of the last payment on the 1st day of each and every October thereafter until the aforesaid deferred balance is paid in full as to principal and interest.

Said annual payment shall first be applied on accrued interest and the balance on principal.

III.

Said deferred principal balance shall bear interest at the rate of seven per cent (7%) per annum from and after October 1, 1974, and all payment made shall be applied first to accrued interest and the balance to the reduction of the principal balance. The Buyers shall have the right, after October 1, 1975, to prepay any amount of principal on any installment payment date, without penalty.

IV.

It is agreed that Seller shall pay all taxes and assessments levied and

1973, and Buyers shall assume and pay all such taxes and assessments levied thereafter, promptly when due.

V.

The Buyers shall not permit waste upon the premises and shall keep the premises and its improvements in as good condition as the same now are during the term of this agreement, reasonable wear and tear and damage by the elements excepted.

VI.

The Buyers have examined the above described property, and improvements, and accept the same in the condition as the same are now in.

VII.

*B. L.
C. L.*
~~The Buyers shall not be responsible for any taxes and assessments levied on the property after the date of this contract, and shall assume and pay all such taxes and assessments levied on the property after the date of this contract, and shall assume and pay all such taxes and assessments levied on the property after the date of this contract.~~

VIII.

Possession of the subject property shall be delivered to Buyers coincident with the execution hereof, and as long as Buyers are not in default under the terms hereof, they shall be entitled to receive, as their property, all rights and benefits appertaining to said real property.

IX.

It is expressly agreed that time and punctuality of payments and of the performance of every other covenant and condition hereof are of the essence and a material part of this contract, and in the event Buyers shall fail to comply with the terms and conditions hereof, or any of them, the Seller, through Escrowholder, may deliver to Buyers a notice in writing, either personally or by registered or certified mail, addressed to Buyers at their last known address, said notice to advise the Buyers in what respects they have failed to comply with the terms and conditions hereof. In the event

Buyers shall then fail to remedy any matters in default within thirty (30) days after said notice has been personally delivered to Buyers or deposited in the mail, then at the option of Seller:

*B.L.
C.L.*
1. Seller may cancel its contract and declare it null and void and be relieved and released from all obligations in law and in equity to convey said real property, and stock, and all payments made under this contract and all improvements placed on said real property shall be retained by Seller and applied as liquidated damages for the breach of this agreement by the Buyers and for the use of the premises during possession thereof by Buyers; and the Seller shall have the right to re-enter and take possession of the premises and improvements and shall be re-vested with the title, free from all rights and claims of the Buyers, or

2. The seller may bring suit and recover judgment for all delinquent installments and otherwise seek specific performance of the obligations of Buyers hereunder.

The remedies set forth above are to be considered optional remedies, and not as a waiver of any right or remedy Seller otherwise may have at law or equity to enforce this contract or seek relief from its breach. Use of a certain remedy on one occasion shall not prevent Seller, at its option, from resorting to any other available remedy in event of a subsequent default.

But, if the Buyers shall promptly comply with all covenants and conditions hereof as hereby required, the Seller, on receiving the sum due under the terms hereof, will cause to be delivered to the Buyers at their assigns, by the Escrowholder, a warranty deed conveying the subject real property and a policy of title insurance in the amount of Four Hundred Forty-Seven Thousand Dollars (\$447,000.00) in favor of Buyers or purchasers thereof, subject only to the liens or encumbrances placed thereon by the act or omission of Buyers, and subject to any liens or encumbrances to which this agreement is expressly made subject. For this purpose, the parties hereto have simultaneously

herewith also executed with Escrowholder an Escrow Agreement, in triplicate originals, and have deposited with Escrowholder a triplicate original of said Escrow Agreement, a triplicate original of this Agreement, a warranty deed of the property being sold hereunder from the Seller to the Buyers, a preliminary title report to the real property above mentioned; and upon full payment of the balance of the said purchase price and interest and full compliance of this agreement by Buyers, the Buyers shall be entitled, as is provided by said Escrow Agreement, to a delivery of such deed, title insurance policy (to be purchased by Escrowholder with funds of Seller at the completion of all payments hereunder at the cost of the Seller) to them by said Escrowholder.

X.

It is understood between the parties hereto that the Seller hereunder is purchasing the real property, as set forth above, by Agreement of Sale, dated the 25th day of July, 1973, from Leonard O. Wasden, L. Berrett Wasden and Ruth Janeen Wasden Harris; further that said agreement of sale requires payments on an annual basis, as well as other financial requirements. NOW, THEREFORE, it is hereby agreed between the Seller and the Buyers hereto, that in the event of default by the Sellers hereto, International Livestock Development Corporation, in payment of any payment as required by the aforesaid Agreement of Sale of the 25th day of July, 1973, that the Buyers hereto, Blaine L. Larsen and Connie L. Larsen, may at their option, cure said default by payment thereof, and may withhold from the regular annual payment due under the terms of this agreement a sum sufficient to cure the default contemplated herein, plus interest at the highest statutory rate.

XI.

Buyers agree to indemnify and hold the Seller, harmless from all liens and encumbrances, claims, demands, liabilities, actions, suits or proceedings

RECORDED

and the reasonable costs and attorney's fees incurred in defending against the same, arising from anything made, assumed, suffered or done by the Buyers as regards or affects the property being sold hereunder.

XII.

The parties each agree that should either default in any of the covenants or agreements contained herein, the defaulting party shall pay to the other party all costs and expenses, including a reasonable attorney's fee, which the non-defaulting party may incur in enforcing this agreement or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.

This contract contains the entire agreement of the parties hereto and there are no agreements, covenants, warranties or representations affecting this transaction except only as set forth herein.

XIII.

The covenants and agreements contained herein shall extend to and be binding upon the respective heirs, executors, administrators and assigns of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year in this agreement first set forth.

INTERNATIONAL LIVESTOCK DEVELOPMENT
CORPORATION, An Idaho Corporation

ATTEST:

By:

Roger Ferguson
Secretary

By:

Blaine L. Larsen
President

"SELLER"

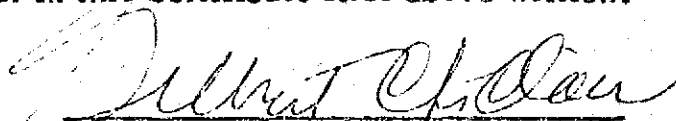
Blaine L. Larsen
Blaine L. Larsen

Connie L. Larsen
Connie L. Larsen

STATE OF IDAHO,)
) ss.
County of Bonneville.)

ON THIS 1st day of April, 1974, before me, a Notary Public in and for said State, personally appeared N. BLAKE BOYCE and ROGER N. FERGUSON, known to me to be the President and Secretary of the corporation that executed this instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Notary Public for Idaho

Residing at Idaho Falls, Idaho

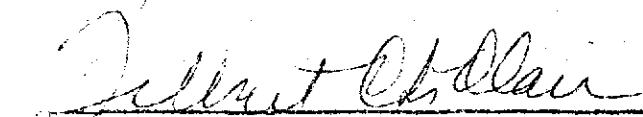
My Commission Expires: 11-24-77

(SEAL)

STATE OF IDAHO,)
) ss.
County of Bonneville)

ON THIS 1st day of April, 1974, before me, a Notary Public in and for said State, personally appeared BLAINE LARSEN and CONNIE L. LARSEN, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Notary Public for Idaho

Residing at Idaho Falls, Idaho

My Commission Expires: 11-24-77

(SEAL)

RECEIVED

AGREEMENT OF SALE

THIS AGREEMENT, made and entered into this 25th day of July, 1973, by and between LEONARD O. WASDEN, of Idaho Falls, Idaho and L. BERRETT WASDEN and RUTH JANEEN WASDEN HARRIS, of Las Vegas, Nevada, all married individuals dealing with their sole and separate property, as Sellers, and INTERNATIONAL LIVESTOCK DEVELOPMENT CORPORATION, an Idaho corporation having its office and principal place of business at Idaho Falls, Idaho, as Buyer,

WITNESSETH:

Sale.

The Seller agrees to sell to the Buyer on the performance of the agreements of the Buyer as hereinafter mentioned, and convey, or cause to be conveyed by the legal owner or owners thereof, by good and sufficient Warranty Deed, free of liens and encumbrances, except any encumbrance to which this agreement is made subject, that property in Jefferson County, State of Idaho, described as:

In Township 4 North, Range 35 E.B.M:
In Section 23--the Southeast Quarter
In Section 26-- the South one half
In Section 28--the North Half of the South Half; the South Half of the North Half; the South Half of the Southeast Quarter.
In Section 33-- the Northeast Quarter and the East Half of the Southeast Quarter.
In Section 34--the West Half
In Section 27--the entire section.
In Township 4 North, Range 36 E.B.M.:
In Section 22--the Southeast Quarter
In Section 27--the North Half of the Northeast Quarter

Purchase Price.

The Buyer agrees to buy said premises and to pay therefor the total sum of TWO HUNDRED FIFTY-FIVE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$255,200.00), lawful money of the United States, computed on the basis of a selling price of \$110.00 per acre, the same to be payable in manner as follows: \$1,000.00 upon execution of this Agreement, the receipt and sufficiency of which is acknowledged and the remaining balance of \$254,200.00 to be paid as follows: \$11,400.00 on the 20th day of September, 1973. The remaining balance of \$242,800.00 together with interest thereon at seven

MICROFILMED

per cent (7%) per annum from the 20th day of September, 1973, shall be payable in annual installments of \$30,000.00. The first payment shall be due on the 1st day of September, 1974, and a like and similar payment shall be made on the 20th day of each year thereafter until the full amount of accrued interest and principal shall have been paid. Additional payments in any amount may be made at any time, and all payments shall be applied first to accrued interest, and the remainder to principal.

Escrow.

All payments herein provided to be made to the Seller shall be made to his credit at Bank of Commerce, Idaho Falls, Idaho, which company is hereby designated as escrow holder.

Possession.

The parties agree that Buyer shall enter into the possession of the property at any time after the payment of the remaining \$11,400.00 down payment, provided, however, that in any event the Seller shall have the right to the possession and the privilege of harvesting the approximately 100 acres of grain growing on said property.

Taxes.

Taxes and assessments levied and assessed against said property for 1972 and for all prior years have been fully paid. The taxes and assessments levied against said property for 1973 shall be paid by the Seller, and the Buyer assumes and agrees to pay all taxes and assessments levied each and every year thereafter, without allowing the same to become in default.

Condition of Property.

The Buyer has carefully examined the improvements located upon said property and is familiar with the condition thereof. The Buyer is relying solely upon his own knowledge of the improvements and the condition thereof, and accepts the same without warranty or representation on the part of the Seller or his agents. The Buyer promises and agrees to keep said property in a condition at least equal to that in which he has accepted the same, reasonable wear and damage by the elements alone excepted.

Default.

It is Agreed that time and the punctuality of payment,

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and the performance of every other covenant and condition hereof, are of the essence and are a material part of this Agreement. In the event the Buyer shall fail to comply with the terms and conditions hereof, or any of them, the Seller may deliver to the Buyer and to the escrow holder, a notice in writing, the same to be delivered either personally to the Buyer and to the escrow holdred or by certified mail addressed to the Buyer at its designated address of: c/o Gary J. Jensen, Attorney at Law, 280 South Holmes Avenue, Idaho Falls, Idaho, and to the escrow holder at its office in Idaho Falls, Idaho, said notice to advise the Buyer in what respects he has failed to comply with the terms and conditions hereof. In the event the Buyer shall then fail to remedy any matters in default within ninety (90) days after the receipt of said notice as herein provided, then at the option of the Seller:

A) Seller may cancel this Agreement and declare it to be null and void and be relieved and released from all obligation to convey said real property. In such event all payments made under this Agreement and all improvements placed upon said property shall be retained by the Seller and applied as liquidated damages for the breach of this Agreement and for the use of the premises during possession by the Buyer. Seller shall have the right to re-enter and take possession of the premises, together with the fixtures and improvements, and shall be re-vested with the title thereto, free from all rights and claims of the Buyer, and shall likewise be entitled to receive from the escrow holder all papers deposited therewith, or,

B) Seller may bring suit and recover Judgment for all delinquent installments, and otherwise seek specific performance of the obligations of the Buyer hereunder, or,

C) Seller may declare the entire remaining unpaid balance of this Agreement to be due and payable forthwith and recover said balance from the Buyer, if necessary by legal proceedings. Upon receiving such full payment, plus costs and fees incurred, Seller will then convey the premises to the Buyer as herein provided.

The remedies set forth above are to be considered as optional remedies and not as a waiver of any right or remedy the Seller

may otherwise have at law or equity to enforce this Agreement or to seek relief from its breach. Use of a certain remedy on one occasion shall not prevent the Seller, at his option, from resorting to any other available remedy in the event of a subsequent default.

Obligation of Seller.

If the Buyer shall immediately make the payments herein provided, and promptly comply with all of the other terms and conditions hereof, and shall pay all taxes and assessments levied against said property, Seller, upon receipt of the sum due under the terms of this Agreement, will execute and deliver, or cause to be executed and delivered by the legal owner or owners thereof, to the Buyer or his assigns, a Warranty Deed conveying the property above described. Seller further agrees to deliver to the Buyer a policy of Title Insurance in the sale amount, the same to evidence fee simple title to the premises in the Buyer, excepting any liens or encumbrances placed thereon by the action of the Buyer, and excepting any encumbrance to which this Agreement is expressly made subject.

Attorneys Fees.

In case suit is brought to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover a reasonable attorney fee as fixed by the Court, together with such other costs as may be by law authorized.

Assignment.

No assignment of this Agreement shall be valid or binding unless the same is in writing and has been approved by the Seller, which approval shall not be unreasonably refused. It is intended that this Agreement shall extend to, and be binding upon the heirs, executors, administrators or assigns of the respective parties.

Written Agreement.

This Agreement shall contain the entire agreement between the parties hereto, and there are no oral representations or warranties between the parties hereto which are not contained herein.

Interpretation.

The term "Seller" and "Buyer" and the language of this Agreement, where there is more than one seller or buyer, shall be construed as plural where appropriate, and if any one of the parties are feminine, or are firms or corporations, the masculine shall include the feminine or the neuter where appropriate.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands the day and year first above written.

L. Berrett Wasden Ruth Janeen Wasden Harris
Seller Seller

Ruth Janeen Wasden Harris
Seller
ATTEST:

INTERNATIONAL LIVESTOCK DEV. CORP.

N. Blake Boyce
Secretary

BY R. H. H. H. H.
its President.

STATE OF NEVADA

1

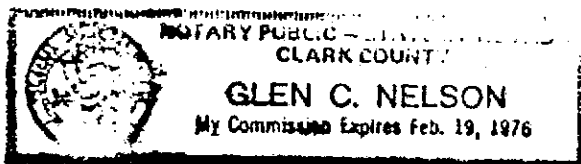
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County of Clark

1

On this 28th day of Sept 1973, before me the undersigned, a Notary Public in and for the State of Nevada, personally appeared L. Berrett Wasden and Ruth Janeen Wasden Harris, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Glen C Nelson
Notary public for Nevada
Residing at

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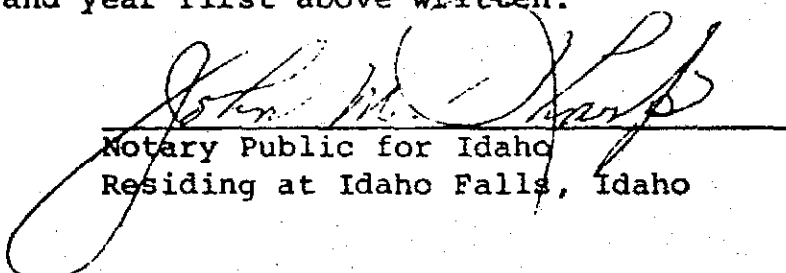
STATE OF IDAHO

)
) ss.
)

County of Bonneville

On this 25th day of July, 1973, before me, the undersigned, a Notary Public for Idaho, personally appeared Leonard O. Wasden, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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


Notary Public for Idaho
Residing at Idaho Falls, Idaho

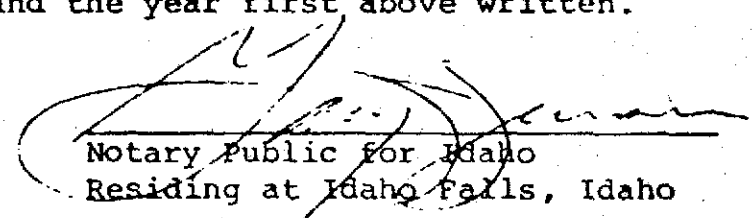
STATE OF IDAHO

)
) ss.
)

County of Bonneville

On this 25th day of July, 1973, before me, the undersigned, a Notary Public for Idaho, personally appeared Robert T. Martin known to me to be the Secretary-Treasurer of International Livestock Development Corporation, the corporation that executed the within instrument and acknowledged to me that said corporation executed the same.

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


Notary Public for Idaho
Residing at Idaho Falls, Idaho

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INTER-DEPARTMENT MEMO 4-1

FROM Norm

DATE November 5, 1973

TO Bob Fisenor

SUBJECT Apps. No. 35-7333, 35-7334, 35-7335, 35-7336, 35-7337, & 35-7338

Please note the nice job the "RIGBY STAR" did on the publications.

We are re-advertising Application No. 35-7335.

35 7333

NOV 8 1973
Department of Water Administration

NOV

SIGNATURE

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION



Cecil D. Andrus
Governor
R. Keith Higginson
Director

614 State Street
Statehouse - Annex 2
Boise, Idaho 83720
(208) 384-2190

Water Rights Administration
Water Resource Investigations
Dam and Reservoir Safety
Water Well Drilling
Waste Disposal Wells
Stream Channel Protection

November 13, 1973

Re: Permit Nos. 35-7333 35-7337
35-7334 35-7338
35-7336

International Livestock Development Corp.
c/o Roger Ferguson
76 West Main
Rexburg, Idaho 83440

Dear Mr. Ferguson:

Enclosed are copies of the approved Application for Permit Nos. as referenced above. We direct your attention to the conditions of approval as listed on the fourth page of each permit.

Be sure to note that a special condition requiring you to install and maintain measuring devices at your points of diversion has been placed upon each permit. We are enclosing a letter describing different types of measuring devices accepted by this office.

Sincerely,

BOBBY D. FLEENOR
Assistant Director

BDF/bjg

Enclosures

35 7333

1515 Lincoln Road

October 11, 1973

Re: Applications for Permit No. 35-7333 International Livestock
No. 35-7334 Development Corp.
No. 35-7335
No. 35-7336
No. 35-7337
No. 35-7338

The Rigby Star
P. O. Box 37
Rigby, ID 83442

Gentlemen:

Enclosed you will find a legal notice which we wish to have published once a week for two consecutive weekly issues of your newspaper. We have inserted the publication dates allowing ample time for you to submit us a galley proof for review before publication.

After sending us a galley proof, proceed with the publication on the dates we have inserted, assuming the notice is correct. If we have any corrections, we will notify you before the first publication. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. In order to receive payment, the following certification must appear on the bill:

"I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid."

(signature of claimant)

35 7333

Very truly yours,

NORMAN C. YOUNG
District Engineer

Bill submitted 11-2-73 by MB

NCY:mb
Enc: Legal Notices (2)

NOTICE OF APPLICATION FOR PERMITS

Notice is hereby given that International Livestock Development Corp. of 76 W. Main, Rexburg, Idaho has on 10/10/73 applied to the Idaho Department of Water Administration for permits to appropriate 31.6 cubic feet per second of water from ground-water sources by means of wells and pumps, from Apr. 1 to Nov. 1 for the irrigation of 2080 acres.

Permit No. 35-7333, Amount: 6.4 cfs, Point of Diversion: SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 26, T. 4N, R. 35E, B.M. Jefferson County, Place of Use: 320 acres within S $\frac{1}{2}$, Sec. 26, T. 4N, R. 35E, B.M.

Permit No. 35-7334, Amount: 12.8 cfs, Point of Diversion: NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 27, T. 4N, R. 35E, B.M. Jefferson County, Place of Use: 640 acres within Sec. 27, T. 4N, R. 35E, B.M.

Permit No. 35-7335, Amount: 12.8 cfs, Point of Diversion: NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 34, T. 4N, R. 35E, B.M. Jefferson County, Place of Use: 640 acres within NW $\frac{1}{4}$, Sec. 34; NW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 33; S $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 28, T. 4N, R. 35E, B.M.

Permit No. 35-7336, Amount: 3.2 cfs, Point of Diversion: NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 23, T. 4N, R. 35E, B.M. Jefferson County, Place of Use: 160 acres within SE $\frac{1}{4}$, Sec. 23, T. 4N, R. 35E, B.M.

Permit No. 35-7337, Amount: 6.4 cfs, Point of Diversion: NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 28, T. 4N, R. 35E, B.M. Jefferson County, Place of Use: 320 acres within S $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 28, T. 4N, R. 35E, B.M.

If issued, these permits will be subject to all prior water rights. Protests against the granting of any or all of the permits must be filed with the Idaho Department of Water Administration, 1515 Lincoln Road, Idaho Falls, Idaho, 83401, on or before November 5, 1973.

R. KEITH HIGGINSON
Director

35 7333

Published in the Rigby Star, Rigby, Idaho on October 18 and October 25, 1973.

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RWA