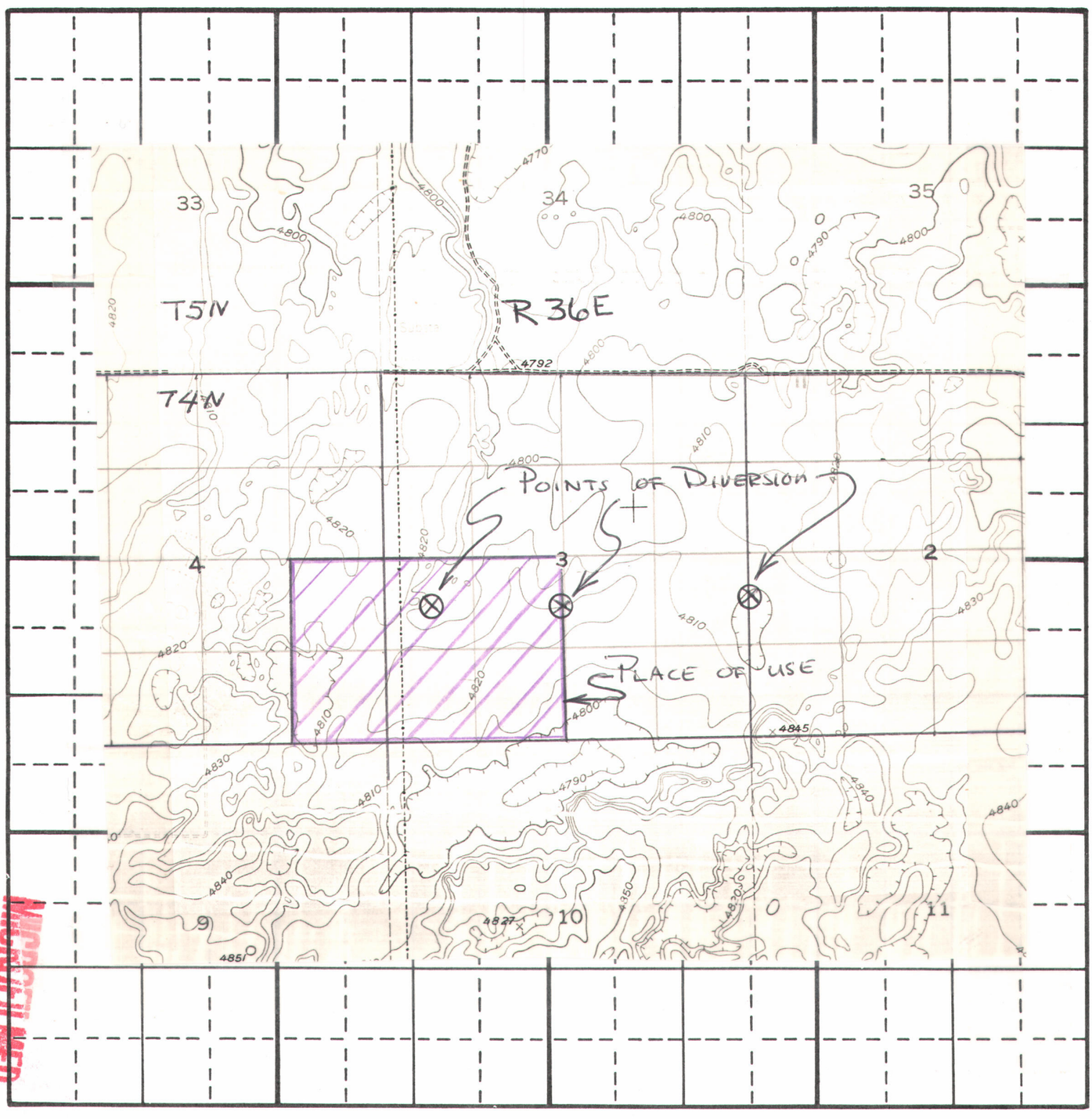
c. Describe the lands [redacted] place of use to which the right will be tr[redacted]sferred:

| TWP. | RANGE | SEC. | NE¼ | | | | NW¼ | | | | SW¼ | | | | SE¼ | | | | TOTALS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | |
| 4N | 36E | 4 | | | | | | | | | | | | | 39 | | | 40 | 79 |
| | | 3 | | | | | | | | | 39 | 39 | 40 | 40 | | | | | 158 |
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Total number of acres to be irrigated 237

4. Describe any other water rights used for the same purpose as described above. #35-2460

5. Draw a map indicating the new point(s) of diversion and/or the new land to be irrigated. Show clearly the land involved by section, township and range number.




SCALE: 2 inches equal 1 mile. Draw plan in ink.

PLATTED BY
REED D. NORD, County Assessor
By C Lilley Deputy

AGREEMENT OF SALE

THIS AGREEMENT, made and entered into this 27th day of April, 1977, by and between LOWELL C. MOORE and GERALDINE MOORE, husband and wife, of Jefferson County, Idaho, hereinafter referred to as Sellers, and THOMASON FARMS, INC., an Idaho corporation, having its principal place of business at Rexburg, Madison County, Idaho, hereinafter referred to as Buyer,

WITNESSETH

Buyer agrees to buy and Sellers agree to sell and convey by good and sufficient Warranty Deed and Bill of Sale, free and clear of all liens and encumbrances, except any that may have arisen by act or deed of Buyer and except any to which this agreement is expressly made subject, the following described real and personal property lying and being in Jefferson County, Idaho, and more particularly described as follows, to-wit:

The East Half and the East Half of the West Half and the West Half of the Southwest Quarter of Section 2, Township 4 North, Range 36 E.B.M.

The West Half of the West Half of Section 2, and beginning at a point that is the Northwest corner of the Northeast Quarter of the Northwest Quarter; running thence East 450 feet; thence south 350 feet; thence west 450 feet; thence north 350 feet; to the point of beginning, in Section 2, Township 4 North, Range 36 E.B.M.

The East Half of the Southeast Quarter of Section 4, Township 4 North, Range 36 E.B.M.

The South Half of the Southeast Quarter of Section 34, Township 5 North, Range 36 E.B.M.

Consisting of 880 acres more or less, of which 800 acres more or less are irrigated,

together with the irrigation equipment, including all motors, pumps and mainlines now in use on the property to be conveyed, including aluminum laterals equal to one line of ¼ mile in length for each 20 acres, complete with valve openers, end plugs, risers, couplers and sprinkler heads.

Purchase price for the property is Six Hundred Fifty

Thousand and no/100
paid as follows: $1
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Thousand and no/100 Dollars ($650,000.00), which shall be paid as follows: $1,000.00 has been deposited on the execution of the Earnest Money Agreement, and $189,000.00 on the execution of this agreement, making a total down payment of ONE HUNDRED NINETY THOUSAND AND NO/100 Dollars ($190,000.00), receipt of which is hereby acknowledged, and the balance of FOUR HUNDRED SIXTY THOUSAND AND NO/100 Dollars ($460,000.00) shall be paid over a period of twenty years, amortized according to the Federal Land Bank schedule, being paid annually on the 2nd day of January of each year, commencing January 2, 1978. Said deferred principal balance shall bear interest at the prevailing Federal Land Bank of Spokane interest rate and all accrued interest shall be paid with, and in addition to, said annual principal payments. Said interest rate is contemplated to be variable, and the rate of interest to be charged as aforesaid is that rate established by said Bank at the time of each payment. All payments shall be applied first to interest and the balance to principal.

It is understood and agreed by and between the parties hereto that the Buyer has the right to make additional principal payments in any amount hereafter; provided, however, if any payment is made in excess of 29.5% of the total purchase price in any calender year, such excess payment shall be made, together with full interest per the contract, it being agreed that only 29.5% may be paid annually without penalty.

It is further understood and agreed that Sellers have the right to obtain additional financing, not in excess of the principal balance remaining unpaid hereunder, and at terms as favorable as those set forth in this contract, at any time by hypothecating the above-described land sold by Sellers, not to exceed the amount due and owing or the terms under the provisions of this agreement, and Sellers further agree to give Buyer notice of such additional

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financing. Buyer agrees to execute all documents necessary to carry out such transaction.

It is further understood and agreed by and between the Sellers and the Buyer as follows:

1. Possession. That the Buyer shall be entitled to the possession of the property being sold hereunder, and the rents, issues, and profits thereof, on the 3 day of April, 1977.

2. Taxes and Assessments. That any assessments levied or assessed against said property shall be prorated from the date of possession, except that all taxes levied or assessed against said property for the year 1977 shall be paid by the Buyer. It is further agreed that Buyer shall pay all subsequent taxes or assessments levied or assessed against said property, all before the same become delinquent and it further agrees, upon written demand of the Sellers, to furnish the Sellers with proof of its payment of taxes and assessments during the life of this contract. Upon such written demand, the requested proof shall be furnished within ten (10) days of the written demand, and it is further understood and agreed that a breach of this paragraph shall constitute a material breach of the entire agreement.

3. Maintenance of Property. That the Buyer promises and agrees to keep the property being sold hereunder in a clean and presentable condition and in a good state of repair during the life of this agreement, and the Buyer further promises and agrees not to allow, permit or commit any waste of said property.

4. Maintenance of Equipment. That in the event any irrigation equipment or personal property or equipment is replaced by the Buyer during the life of this agreement, such replacements shall be in as good or better condition than said equipment is in at possession date. However, needed repairs shall be

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made by Buyer to keep said property in the same or better condition as at the time it was received, reasonable wear and tear excepted. It is further understood and agreed by and between the parties hereto that simultaneous with the execution of this agreement, the parties hereto shall execute documents sufficient to secure Sellers' security interest in the personalty and that such interest shall follow any replacement or improvements as required hereunder.

5. Site Inspection and Scope of Agreement. That the Buyer acknowledges that its agents have made a personal inspection of the property being sold hereunder, and has otherwise informed itself concerning the true condition of said property and its appurtenances, and that in executing this agreement the Buyer has relied solely upon information and knowledge obtained from the agents' personal inspection and investigation of said property; Buyer has acknowledged that no agent or employee of Sellers has any power or authority to make any warranties, agreements or representations as to said property which are not contained in this agreement; Buyer agrees that this agreement constitutes the whole agreement between the parties hereto and that no warranties, agreements or representations have been made or shall be binding upon the Sellers unless the same are set forth herein.

6. Inventory. It is further understood and agreed by and between the parties hereto that an inspection and inventory of the personalty including irrigation equipment conveyed hereunder will be conducted at a time mutually convenient to Buyer and Sellers, but within a reasonable time after the 1977 farming operation has begun, and that Sellers or their authorized agents shall be present together with Buyer's authorized agent during such inventory and inspection. In the event of a shortage in inventory of irrigation equipment, Sellers shall forthwith remedy any such shortage by purchasing the irrigation equipment, which

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is short, or upon failure to do so within twenty (20) days following inventory count, Buyer shall have the right to purchase such irrigation equipment which is short and deduct the cost of the same from the next annual payment. Sellers further warrant such irrigation equipment to be complete and in usable condition for at least 48 hours after such equipment is in operation and under pressure.

7. Improvements. That in the event the Buyer desires to construct or erect buildings or improvements, or make any improvements on the real property being sold hereunder, it shall do so only with the express written approval of the Sellers, and further in the event the Buyer does so construct buildings or make property improvements on the property being sold hereunder, with the written consent of the Sellers as aforesaid, it shall do so in keeping with the building codes of the County of Jefferson, State of Idaho, and the Buyer promises and agrees to save the Sellers harmless from all accounts, debts, lien or liens, claim or claims thereof, which may arise or be asserted in connection with, or on account of, or in any way growing out of any such construction, or improvements on said real property, and Sellers shall not be responsible or liable to any person or persons for any of the aforementioned accounts, debts, lien or liens, claim or claims thereof. However, Sellers will not unreasonably withhold consent to a reasonable alteration or renovation, providing it does not cause damage to the property. All such improvements shall become fixtures, and shall in the event of default become the property of Sellers. That the Buyer agrees not to encumber the irrigation equipment or other personal property and equipment which is subject to this agreement without the prior written consent of the Sellers being first obtained.

8. Liability Insurance. That the Sellers shall not be liable or responsible for any accidents, damages or injuries to persons or property in, on or about the real property being sold hereunder and the Buyer promises and agrees to protect and save the Sellers harmless insofar as any and all accidents, damages or injuries to persons or property are concerned, occurring in, on, about, or in any manner in connection with the real property being sold hereunder. The Buyer agrees to carry and maintain adequate liability insurance during the life of this agreement, in an amount agreeable to the Sellers, and to deliver all policies evidencing the same to the escrow holder hereinafter named.

9. Fire and Hazard Insurance. That the Buyer shall procure and maintain adequate fire and hazard insurance upon all buildings and personal property now or hereafter situate on the real property being sold hereunder in the highest insurable value thereof, or in at least the amount of the balance due and owing under this contract, with such insurance company or companies as shall be approved by the Sellers and that the policy or policies evidencing such insurance, as well as all renewal policy or policies, shall be deposited by the Buyer with said escrow holder hereinafter mentioned.

10. Default. That time and punctuality of payment are of the essence of this agreement and material, and that in case of the failure of the Buyer to make payments of the balance of the purchase price, and interest, promptly as the same become due, or to perform any of the covenants herein required to be kept or performed by it, that then and in any of those events, the same shall constitute a default, and upon the occurrence of any such default or defaults, the Sellers may, at their option, make written demand on the Buyer to cure such default or defaults within thirty (30) days



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of said demand, specifying in such demand the particulars of the default or defaults. Such written demand may be delivered by certified or registered U.S. mail, postage prepaid, addressed to the Buyer at Route 1, Rexburg, Idaho, in accordance with the terms and conditions of the escrow agreement. The continuance of any such failure or default for thirty (30) days after the mailing of such demand shall give rise to the right of the Sellers to require the escrow holder to return all of the escrowed documents to the Sellers and the Sellers shall have the right, at their option, forthwith, whether or not said documents are returned, to declare this agreement terminated; and in that event all obligations of the Sellers to the Buyer shall and will be cancelled, and the Sellers shall be fully reinvested with the title to said property being sold hereunder, free and clear from all rights and claims of the Buyer. It is further understood and agreed that in such event, any and all buildings or improvements placed on said real property by the Buyer, and all monies paid hereunder by the Buyer shall and will become the property of the Sellers and the same shall belong to and be retained by the Sellers as rent and not as liquidated damages, and that in the event of such default and cancellation, the Sellers shall be entitled to, and the Buyer shall and will surrender to the Sellers, the immediate possession of all of said property. That such written demand when placed in the United States mail by the Sellers, postage prepaid, and addressed to the Buyer at its address above mentioned, shall be deemed to have been given to it, the Buyer, on the date of the mailing. It is further stipulated and agreed by and between the Sellers and Buyer, respectively, that the fair rental value of the property described in the premises, as of the date of this agreement, is equal to or exceeds the amount of each and any annual installment payment, plus the amounts previously paid

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hereunder. However, it is agreed that this is stipulated as a minimal fair rental value of the property described herein and that, in fact, the fair rental value may be a greater amount.

11. Attorneys Fees. That in the event either party hereto shall be required to employ an attorney for the enforcement of this contract, with or without suit, the defaulting party agrees to pay the prevailing party's reasonable attorney's fees and costs incurred.

12. Assignment. That no assignment of this sale agreement nor any sale by the Buyer of the property being sold hereunder, shall be valid without the consent of the Sellers, in writing being first obtained, provided, however, the Sellers agree that they will not arbitrarily withhold their consent to an assignment to a responsible and reliable person or persons, and provided further, however, that in case of any such assignment of this agreement or sale of said property, with or without the consent of the Sellers, shall in no wise, nor in any manner, relieve the Buyer from continuing to keep and perform all obligations, covenants and agreements required to be kept and performed by them hereunder.

13. Escrow and Title Insurance. That the parties hereto have simultaneously herewith also executed an escrow agreement, in triplicate originals, with the Valley Bank, Idaho Falls, Idaho branch, a triplicate original of which shall be deposited with a triplicate original of this agreement, a Warranty Deed of said premises, liability insurance policies, all fire and hazard insurance policies affecting said property, as well as all renewal policies and a Bill of Sale to the personal property being sold hereunder, with said escrow holder, and that upon full payment of the balance of the purchase price, and interest, and full compliance with this agreement by them, the Buyer shall be

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entitled, as is provided by said escrow agreement, to a delivery of such deed, liability insurance policies, insurance policies and Bills of Sale to it by said escrow holder. The parties further understand and agree that, within a reasonable time after closing or at Buyer's option, on or before the first anniversary of closing, Sellers will provide a policy of title insurance to be placed in escrow, insuring merchantable title in fee simple, from the date of closing, free from all liens and encumbrances, excepting anything made, suffered or assumed by the Buyer hereunder.

14. Encumbrances. It is understood and acknowledged by and between the parties hereto that there are two encumbrances in the form of Federal Land Bank loans, secured by two mortgages on the above described property, as follows:

> Mortgage given by LOWELL C. MOORE and GERALDINE MOORE, husband and wife, to THE FEDERAL LAND BANK OF SPOKANE, a corporation, Dated March 29, 1974, and Microfilmed as Instrument No. 169944 on April 5, 1974, at 9:30 A.M., given to secure the sum of $275,000.00, plus interest, due May 1, 1999, records of Jefferson County, Idaho. Affecting other property also.
>
> Mortgage given by LOWELL C. MOORE and GERALDINE MOORE, husband and wife, and JAMES L. MOORE and JEANINE MOORE, husband and wife, to THE FEDERAL LAND BANK OF SPOKANE, a corporation, Dated January 27, 1976, and Microfilmed as Instrument No. 178659 on February 11, 1976, and re-Microfilmed as Instrument No. 182840 on November 12, 1976 at 10:50 A.M., given to secure the sum of $150,000.00, plus interest, due May, 2006, records of Jefferson County, Idaho. Affecting other property also.

It is further understood and agreed that these encumbrances are secured by other real property of Sellers as well as, and in addition to, the real property being conveyed hereunder.

15. Buyer's Agent. For purposes of notice to Buyer by Sellers, notice to an officer of Buyer, at its principal place of business shall be good and sufficient notice under the terms of this agreement.

16. Corporate Authorization of Buyer. It is further understood and agreed that Buyer will provide Sellers with a



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certified copy of the resolution of the Board of Directors of Thomason Farms, Inc., authorizing this transaction.

17. Heirs and Assigns. That this agreement shall inure to the benefit of and be binding upon the heirs, personal representatives and assigns of the Sellers, and the heirs and personal representatives of the Buyer and those who may become assignees of the Buyer with the written consent of the Sellers.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in triplicate, as of the day and year first above written.

Lowell C. Moore

Geraldine Moore

SELLERS

THOMASON FARMS, INC.,

By _____
President

By _____
Secretary

_____
Individually

_____
Individually

_____
Individually

_____
Individually

STATE OF IDAHO )
) ss.
County of )

On this ____ day of April, 1977, before me, the undersigned Notary Public in and for said state, personally appeared LOWELL C. MOORE and GERALDINE MOORE, husband and wife, known to me to be the persons who executed the above and foregoing Agreement of Sale, and acknowledged to me that they executed the same.

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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

STATE OF IDAHO )
County of Madison ) ss.

On this 4 day of April, 1977, before me, the undersigned Notary Public in and for said state, personally appeared Bryan T. Thomason and Charles G. Thomason known to me to be the President and Secretary, respectively, of THOMASON FARMS, INC., the corporation that executed the within 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 first above written.

Notary Public for Idaho
Residing at Idaho Falls

STATE OF IDAHO )
County of Madison ) ss.

On this 4 day of April, 1977, before me, the undersigned Notary Public in and for said state, personally appeared Bryan T. Thomason, Nedolon Thomason, Charles G. Thomason, Bryan Lee Thomason, and Guy W. Thomason, known to me to be the persons who executed the above and foregoing Agreement of Sale, 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.

Notary Public for Idaho
Residing at Idaho Falls

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THE JEFFERSON STAR
RIGBY, IDAHO

RECEIVED
JAN 11 1984
Department of Water Resources
Eastern District Office

# AFFIDAVIT OF PUBLICATION

STATE OF IDAHO
County of Jefferson } ss

I, Bruce Porter,
being first duly sworn, depose and say, that I am the printer of THE JEFFERSON STAR, a weekly newspaper printed and published weekly at Rigby, Jefferson County, Idaho; and I do solemnly swear that the

Notice Of Proposed Change of Water Right

a copy of which notice appears attached hereto, was published in the regular and entire issue of said newspaper, and not in any supplement issue thereof for Two consecutive issues, the first publication having been made on Dec. 28, 1983 and the last publication having been made on Jan. 5, 1984.

Further, that said newspaper is one of general circulation in said county; that it is a legal newspaper, conforming to legal specifications under the Idaho Statutes; that it has at least two hundred bona fide subscribers living within the county of publication; and that it has been continuously and uninteruptedly published in said county during a period of seventy-eight consecutive weeks prior to the first publication of the said notice.

Bruce Porter

Subscribed to and sworn to before me this Jan. 6, 1984

Jeri Garner
Notary Public.

(SEAL)

My commission expires life.

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT NO. 35-7155**

Notice is hereby given that Thomason Farms, Inc., Rexburg, Idaho has applied to the Dept. of Water Resources for a change in the point of diversion of a groundwater source. The right sought to be changed is evidenced by License No. 35-7155 and is recorded as follows:

AMOUNT: 2.0 cfs
PRIORITY: 11/02/1970
POINT OF DIVERSION: NW¼SW¼ Sec. 3, T. 4N, R. 36E, B.M. Jefferson County
The water is used to irrigate 237 acres within the E½SE¼ Sec. 4, SW¼ Sec. 3, T. 4N, R. 36E, B.M.

TO BE CHANGED AS FOLLOWS

The water will be diverted within the NW¼SW¼, NE¼SE¼, NW¼SE¼, NE¼SW¼ Sec. 3, NW¼SW¼ Sec. 2, T. 4N, R. 36E, B.M. Jefferson County.

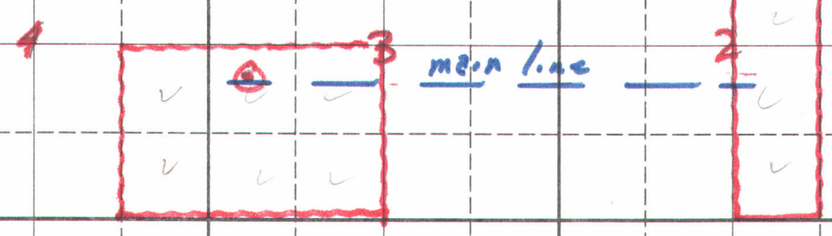
Any protests against the above proposed change of water right must be filed with the Dept. of Water Resources 150 Shoup Ave., Suite 15, Idaho Falls, Idaho 83401, on or before January 16, 1984.

A. KENNETH DUNN
Director

Publ. Dec. 28, 1983 and Jan. 5, 1984RS

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

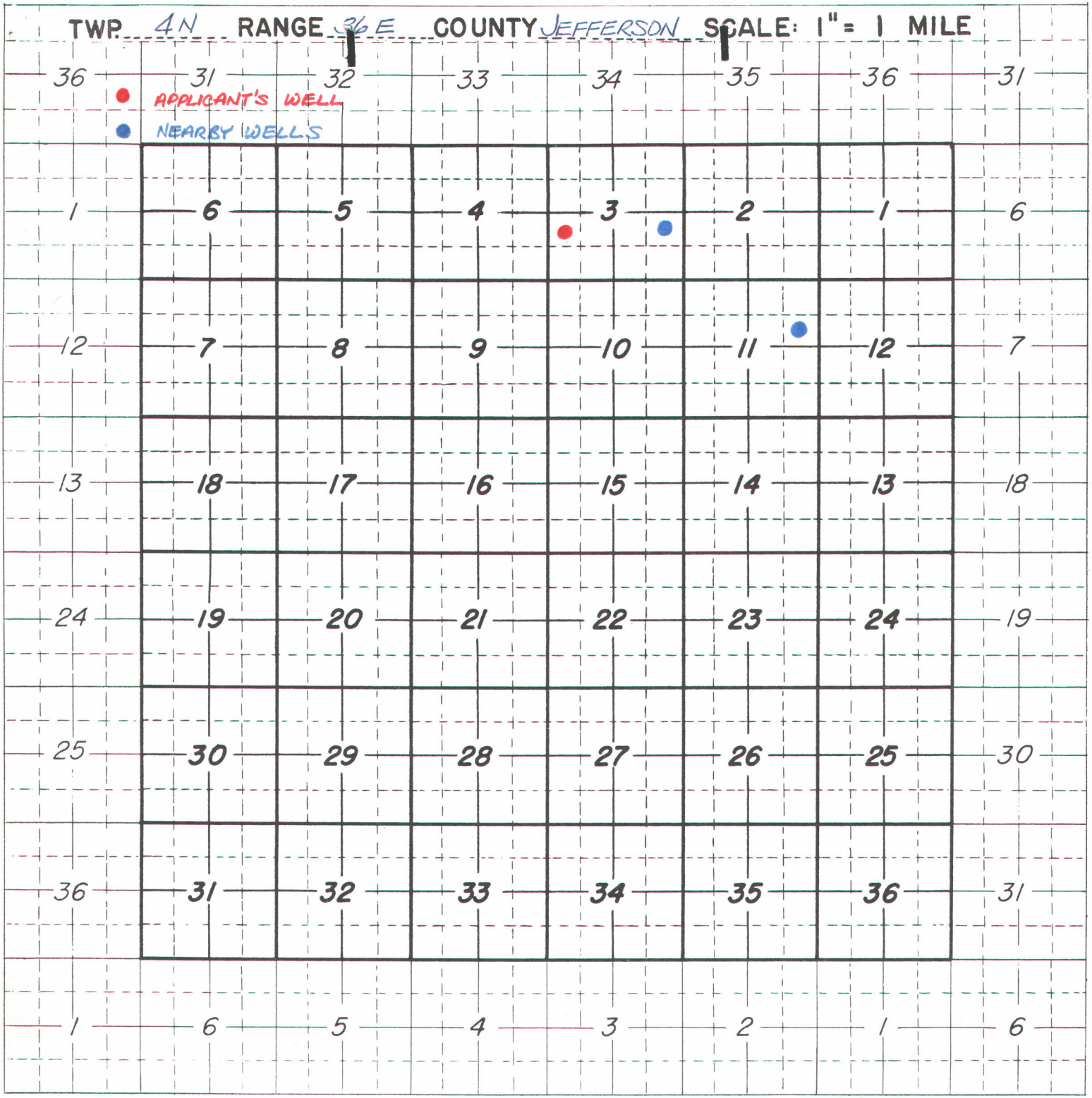



Scale: 2 inches equal 1 mile

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.

Lowell C. Moore
(Applicant)

39-7155


TWP. 4N RANGE 3E COUNTY JEFFERSON SCALE: 1" = 1 MILE
APPLICANT'S WELL
NEARBY WELLS
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35-7155

# Affidavit of Publication

## THE RIGBY STAR

STATE OF IDAHO
County of Jefferson } ss.

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 said attached notice, advertisement or publication 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 12th day of November, 1970

and the last publication on the 19th day of November, 1970

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 a least two hundred bona fide subscribers in Jefferson County.

Hope B. Jones

Subscribed in my presence and sworn to before me this 3rd day of December, 1970.
(SEAL)

R. H. Higginson

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

My commission expires _____, 19____.

Publication Fee: $_____

MY COMMISSION EXPIRES JULY 15, 1973

**NOTICE OF APPLICATION FOR PERMIT TO APPROPRIATE THE PUBLIC WATERS OF THE STATE OF IDAHO**

Notice is hereby given that Lowell C. Moore, Roberts, Idaho, has on November 2, 1970, submitted Application No. 35-7155 to appropriate the public waters of a ground source.

The application proposes a maximum diversion and appropriation of 2.0 cubic feet per second of water to be diverted by well, pump and motor within the NW¼SW¼ Sec. 3, T. 4N, R. 36E, B.M., Jefferson County and is to be used within the SW¼NE¼, W½SE¼, Sec. 2: SW¼, Sec. 3; E½SE¼, Sec. 4; T. 4N. R. 36E, B.M. for the irrigation of 360 acres from May 1 to Oct. 1.

Any permit issued pursuant to this application will be subject to ALL PRIOR WATER RIGHTS and subject to the CONTROL OF A STATE WATERMASTER. Any protest against this application must be filed with the Idaho Department of Water Administration, at the Statehouse, Boise, Idaho on or before November 30, 1970.

R. KEITH HIGGINSON
Director

Published in the Rigby Star Nov. 12 and Nov. 19, 1970.

35-7155

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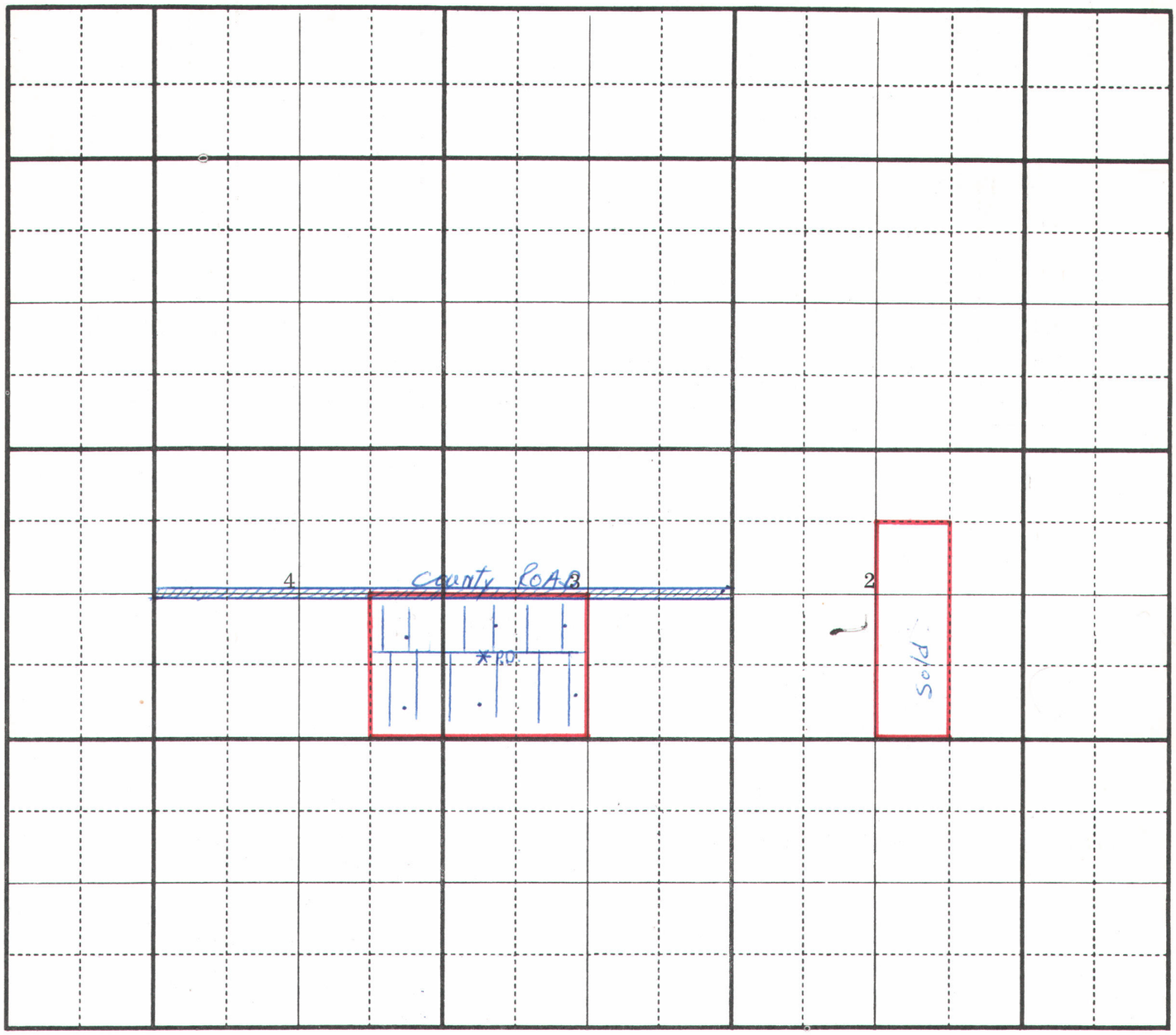
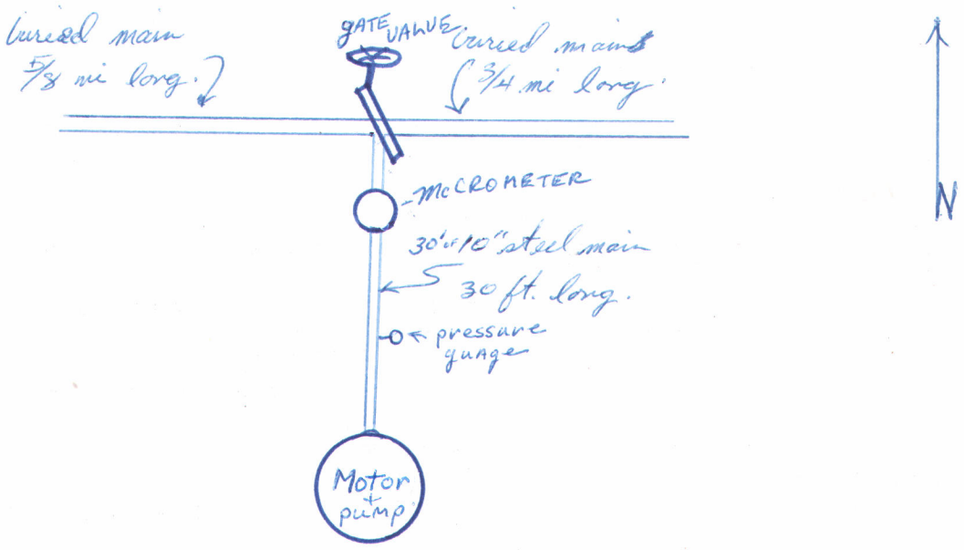


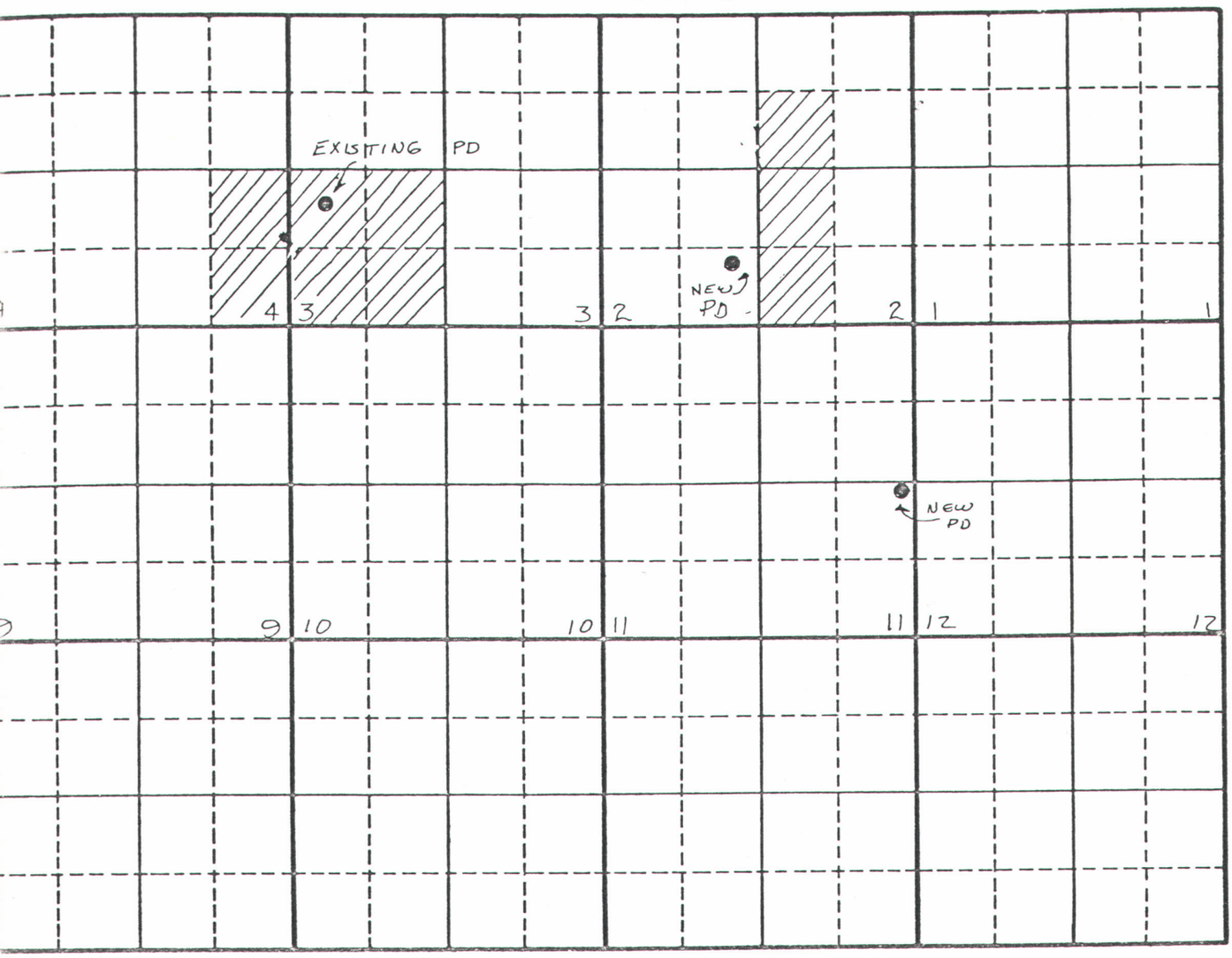

Diagram of System




NOT TO SCALE

10/26/78 RP

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




Scale: 2 inches equal 1 mile

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

Signed at Idaho Falls, this 29 day of March, 19 74.

Ted Jensen V.P.
Miller Farms Inc.
(signature)

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER ADMINISTRATION

I, _____, Director of the Department of Water Administration,

hereby _____

_____

_____

_____

Witness my hand this _____ day of _____, 19 _____.

_____
Director

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Form No. 222 10/80

Transfer No. 2979

Water Right No. 35-7155

APPROVED

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

# APPLICATION FOR TRANSFER OF WATER RIGHT

## To Change the Point of Diversion and/or the Place of Use

Name of applicant Thomason Farms, Inc. Phone 356-3376

Post Office address Rt.1, Box 385 Rexburg, ID 83440

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

   a. Decree No. _____ Decreed to _____ (Name)

   in case of _____ vs _____

   dated in _____ in _____ (Name of court) county of _____

   b. License No. 35-7155 issued by the Idaho Department of Water Resources

   c. Claim No. _____ on file with the Idaho Department of Water Resources

2. If applicant is not the original holder of this right, explain how it was acquired and attach a copy of the deed or other evidence of ownership of the land to which the right is appurtenant Bought on contract from Lowell C. Moore

3. Source of water Groundwater tributary to _____

4. Date of priority November 2, 1970

5. Water is used for the following purposes:

   amount 2.0cfs for Irrigation purposes from 5/1 to 10/1

   amount _____ for _____ purposes from _____ to _____

   amount _____ for _____ purposes from _____ to _____ (month/day — both dates inclusive)

6. Total amount of water under right: a. 2.0 cubic feet per second &/or b. 610.9 acre feet per annum

7. Location of original point of diversion is NW ¼ of SW ¼ of Section 3 Township 4N Range 36E, B.M., in Jefferson County

   Additional points of diversion, if any _____

8. Lands irrigated or place of use:

| TWP. | RANGE | SEC. | NE¼ | | | | NW¼ | | | | SW¼ | | | | SE¼ | | | | TOTALS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | |
| 4N | 36E | 4 | | | | | | | | | | | | | 39 | | | 40 | 79 |
| | | 3 | | | | | | | | | 39 | 39 | 40 | 40 | | | | | 158 |
| | | | | | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | | | | | |

This right when combined with right #35-2460 shall provide no more than 3.5 afa per acre on lands above.

Total number of acres to be irrigated 237

9. Describe any other water rights used for the same purpose as described above 35-2460

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of nonuse? _____ If yes, describe in item D, REMARKS.

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B. DESCRIPTION OF PORTION OF RIGHT OWNED BY APPLICANT (If the entire right is owned by the applicant, omit part B).

1. Amount of water: a. _____ cubic feet per second
&/or
b. _____ acre feet per annum

2. Point of diversion _____ ¼ _____ ¼, Section _____ Township _____
Range _____, B.M., _____ County
Additional points _____

3. Place of use:

| TWP. | RANGE | SEC. | NE¼ | | | | NW¼ | | | | SW¼ | | | | SE¼ | | | | TOTALS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | |
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Total number of acres to be irrigated _____

C. DESCRIPTION OF RIGHT OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. General Information

a. Amount of water to be diverted 2.0 c.f.s. &/or 610.9 acre feet

b. Description of diverting works Well, pump to mainline with sprinklers.

c. Describe the reasons for the proposed changes Add points of diversion.

2. Change in point of diversion

Point of diversion NW ¼ SW ¼, Section 3 Township 4N
Range 36E, B.M., Jefferson County
Additional points NE¼SE¼, NW¼SE¼, NE¼SW¼, Sec.3, NW¼SW¼ Sec. 2, T.4N R36E.

3. Change in place of use NO CHANGE

a. Are there leins, mortgages, or contracts on the lands from which you propose to transfer the water right which limit your authority to make the proposed change? Yes ✓ No _____. If yes, provide a statement agreeing to the proposed change from the holder of the lien, mortgage or contract.

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

None

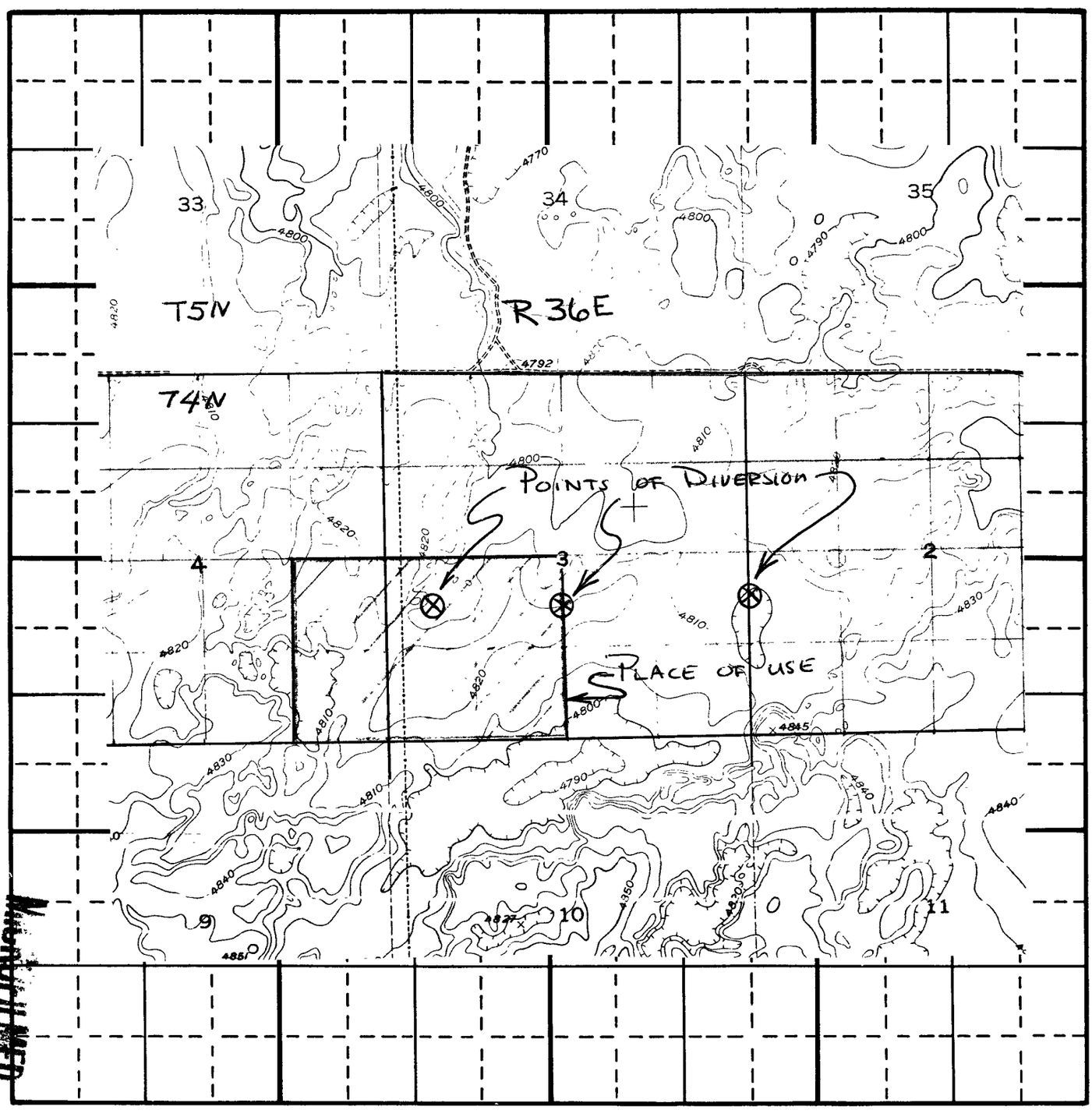
c. Describe the lands[redacted] place of use to which the right will be tr[redacted]ferred:

| TWP. | RANGE | SEC. | NE¼ | | | | NW¼ | | | | SW¼ | | | | SE¼ | | | | TOTALS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | |
| 4N | 36E | 4 | | | | | | | | | | | | | 39 | | | 40 | 79 |
| | | 3 | | | | | | | | | 39 | 39 | 40 | 40 | | | | | 158 |
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Total number of acres to be irrigated 237

4. Describe any other water rights used for the same purpose as described above. #35-2460

5. Draw a map indicating the new point(s) of diversion and/or the new land to be irrigated. Show clearly the land involved by section, township and range number.




SCALE. 2 inches equal 1 mile. Draw plan in ink.

D. REMARKS

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This transfer is to list all points of diversion that are combined into a common system to deliver water to this right.

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

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

Loyce L. Thomson
(Signature of Applicant)

Subscribed and sworn to before me this 15 day of December, 1983.

Dilly W Garn
(Notary Public)
Rexburg Idaho

My commission expires 10-85

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. 35-7155 and said application is hereby APPROVED, subject to the following limitations and conditions:

This right when combined with right 35-2460 shall provide no more than 3.5 afa per acre for lands irrigated under this transfer.

Witness my hand this 6th day of April, 1984.

R. Glen Saxton
Chief, Operations Bureau

FOR DEPARTMENT USE ONLY

Received by AW Date 12-16-83 Protest filed by

Prelim. check by HWJ Fee #50.00 #29771

Receipted by AW Date 12-16-83

Published in Jefferson Star

Pub. dates Dec. 29 - Jan 5, 1984 Copies of protest forwarded by

Hearing held by Date

Watermaster recommendation requested on N.A. Recommended for approval denial

rec'd. by

It is argreeable with me if a new well is drilled on the 880 acres I sold to Thomason Farm's in 1977.

Signed Russell C. Moore

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CERTIFIED BY
REED D. NORD, County Auditor
By C Lilley

AGREEMENT OF SALE

THIS AGREEMENT, made and entered into this 27th day of April, 1977, by and between LOWELL C. MOORE and GERALDINE MOORE, husband and wife, of Jefferson County, Idaho, hereinafter referred to as Sellers, and THOMASON FARMS, INC., an Idaho corporation, having its principal place of business at Rexburg, Madison County, Idaho, hereinafter referred to as Buyer,

WITNESSETH

Buyer agrees to buy and Sellers agree to sell and convey by good and sufficient Warranty Deed and Bill of Sale, free and clear of all liens and encumbrances, except any that may have arisen by act or deed of Buyer and except any to which this agreement is expressly made subject, the following described real and personal property lying and being in Jefferson County, Idaho, and more particularly described as follows, to-wit:

The East Half and the East Half of the West Half and the West Half of the Southwest Quarter of Section 1, Township 4 North, Range 36 E.B.M.

The West Half of the West Half of Section 2, and beginning at a point that is the Northwest corner of the Northeast Quarter of the Northwest Quarter; running thence east 450 feet; thence south 350 feet; thence west 450 feet; thence north 350 feet; to the point of beginning, in Section 2, Township 4 North, Range 36 E.B.M.

The East Half of the Southeast Quarter of Section 4, Township 4 North, Range 36 E.B.M.

The South Half of the Southeast Quarter of Section 34, Township 5 North, Range 36 E.B.M.

Consisting of 680 acres more or less, of which 300 acres more or less are irrigated,

together with the irrigation equipment, including all motors, pumps and mainlines now in use on the property to be conveyed, including aluminum laterals equal to one line of [illegible] in length for each 20 acres, complete with valve openers, end plugs, risers, couplers and sprinkler heads.

[illegible]

Thousand and no/100
paid as follows: $1
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WATER RIGHTS WORK SHEET

IDENTIFICATION NUMBER 34-

| RECORD 01 | LAST NAME(40 char.) | FIRST NAME(20 char.) | ORIG. OWNER |
|---|---|---|---|
| ACTION CODE | | | |
| N | | | |
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| " | | | |
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| RECORD 04 | SOURCE OF WATER(30 char.) | TRIBUTARY OF(30 char.) |
|---|---|---|
| N | BIG LOST RIVER | SINKS. |
| | | |
| | | |
| | | |

RECORD 05

| | ACTION CODE | |
|---|---|---|
| A. STAGE(1 char.) (A,P,L,D,S,J OR BLANK) | N | D |
| C. PRIORITY DATE(8 char.) | | |
| D. COUNTY OF P/D(2 char.) | | |
| E. TOTAL DIVERSION RATE(10 char.) | | |
| F. TOTAL DIVERSION VOLUME(10 char.) | | |
| G. TRANSFER/AMENDMENT(1 char.) (P, T, A OR BLANK) | | |
| H. WATER DISTRICT NUMBER(3 char.) | N | 34 |

N RECORD 06 ACTION CODE POINT OF DIVERSION(16 char.)

| TWP. | RANGE | SEC. | NE¼ | | | | NW¼ | | | | SW¼ | | | | SE¼ | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ |
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Thousand and no/100 Dollars ($650,000.00), which shall be paid as follows: $1,000.00 has been deposited on the execution of the Earnest Money Agreement, and $189,000.00 on the execution of this agreement, making a total down payment of ONE HUNDRED NINETY THOUSAND AND NO/100 Dollars ($190,000.00), receipt of which is hereby acknowledged, and the balance of FOUR HUNDRED SIXTY THOUSAND AND NO/100 Dollars ($460,000.00) shall be paid over a period of twenty years, amortized according to the Federal Land Bank schedule, being paid annually on the 2nd day of January of each year, commencing January 2, 1978. Said deferred principal balance shall bear interest at the prevailing Federal Land Bank of Spokane interest rate and all accrued interest shall be paid with, and in addition to, said annual principal payments. Said interest rate is contemplated to be variable, and the rate of interest to be charged as aforesaid is that rate established by said Bank at the time of each payment. All payments shall be applied first to interest and the balance to principal.

It is understood and agreed by and between the parties hereto that the Buyer has the right to make additional principal payments in any amount hereafter; provided, however, if any payment is made in excess of 29.5% of the total purchase price in any calender year, such excess payment shall be made, together with full interest per the contract, it being agreed that only 29.5% may be paid annually without penalty.

It is further understood and agreed that Sellers have the right to obtain additional financing, not in excess of the principal balance remaining unpaid hereunder, and at terms as favorable as those set forth in this contract, at any time by hypothecating the above-described land sold by Sellers, nor to exceed the amount due hereunder or the terms under the provisions of this agreement, and Sellers further agree to give Buyer notice of such additional financing. Buyer a carry out such tran

It is further Sellers and the Buy

1. Possession possession of the issues, and profit

2. Taxes and assessed against of possession, and said property for is further agreed or assessments lev before the same be written demand of proof of its payme of this contract. proof shall be fur demand, and it is this paragraph sha agreement.

3. Maintenan agrees to keep the and presentable co the life of this a agrees not to allo

4. Maintenan irrigation equipme by the Buyer durin ments shall be in ment is in at pres

financing. Buyer agrees to execute all documents necessary to carry out such transaction.

It is further understood and agreed by and between the Sellers and the Buyer as follows:

1. Possession. That the Buyer shall be entitled to the possession of the property being sold hereunder, and the rents, issues, and profits thereof, on the 3 day of April, 1977.

2. Taxes and Assessments. That any assessments levied or assessed against said property shall be prorated from the date of possession, except that all taxes levied or assessed against said property for the year 1977 shall be paid by the Buyer. It is further agreed that Buyer shall pay all subsequent taxes or assessments levied or assessed against said property, all before the same become delinquent and it further agrees, upon written demand of the Sellers, to furnish the Sellers with proof of its payment of taxes and assessments during the life of this contract. Upon such written demand, the requested proof shall be furnished within ten (10) days of the written demand, and it is further understood and agreed that a breach of this paragraph shall constitute a material breach of the entire agreement.

3. Maintenance of Property. That the Buyer promises and agrees to keep the property being sold hereunder in a clean and presentable condition and in a good state of repair during the life of this agreement, and the Buyer further promises and agrees not to allow, permit or commit any waste of said property.

4. Maintenance of Equipment. That in the event any irrigation equipment or personal property or equipment is replaced by the Buyer during the life of this agreement, such replacements shall be in as good or better condition than said equipment is in at possession date. However, ne de- repairs shall be

made by Buyer to keep said property in the same or better condition as at the time it was received, reasonable wear and tear excepted. It is further understood and agreed by and between the parties hereto that simultaneous with the execution of this agreement, the parties hereto shall execute documents sufficient to secure Sellers' security interest in the personalty and that such interest shall follow any replacement or improvements as required hereunder.

5. Site Inspection and Scope of Agreement. That the Buyer acknowledges that its agents have made a personal inspection of the property being sold hereunder, and has otherwise informed itself concerning the true condition of said property and its appurtenances, and that in executing this agreement the Buyer has relied solely upon information and knowledge obtained from the agents' personal inspection and investigation of said property; Buyer has acknowledged that no agent or employee of Sellers has any power or authority to make any warranties, agreements or representations as to said property which are not contained in this agreement; Buyer agrees that this agreement constitutes the whole agreement between the parties hereto and that no warranties, agreements or representations have been made or shall be binding upon the Sellers unless the same are set forth herein.

6. Inventory. It is further understood and agreed by and between the parties hereto that an inspection and inventory of the personalty including irrigation equipment conveyed hereunder will be conducted at a time mutually convenient to Buyer and Sellers, but within a reasonable time after the 1977 farming operation has begun, and that Sellers or their authorized agents shall be present together with Buyer's authorized agent during such inventory and inspection. In the event of a shortage in inventory of irrigation equipment, Sellers shall forthwith remedy any such shortage by purchasing the irrigation equipment, which

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is short, or upon failure to do so within twenty (20) days following inventory count, Buyer shall have the right to purchase such irrigation equipment which is short and deduct the cost of the same from the next annual payment. Sellers further warrant such irrigation equipment to be complete and in usable condition for at least 48 hours after such equipment is in operation and under pressure.

7. Improvements. That in the event the Buyer desires to construct or erect buildings or improvements, or make any improvements on the real property being sold hereunder, it shall do so only with the express written approval of the Sellers, and further in the event the Buyer does so construct buildings or make property improvements on the property being sold hereunder, with the written consent of the Sellers as aforesaid, it shall do so in keeping with the building codes of the County of Jefferson, State of Idaho, and the Buyer promises and agrees to save the Sellers harmless from all accounts, debts, lien or liens, claim or claims thereof, which may arise or be asserted in connection with, or on account of, or in any way growing out of any such construction, or improvements on said real property, and Sellers shall not be responsible or liable to any person or persons for any of the aforementioned accounts, debts, lien or liens, claim or claims thereof. However, Sellers will not unreasonably withhold consent to a reasonable alteration or renovation, providing it does not cause damage to the property. All such improvements shall become fixtures, and shall in the event of default become the property of Sellers. That the Buyer agrees not to encumber the irrigation equipment or other personal property and equipment which is subject to this agreement without the prior written consent of the Sellers being first obtained.

8. Liability Insurance. That the Sellers shall not be liable or responsible for any accidents, damages or injuries to persons or property in, on or about the real property being sold hereunder and the Buyer promises and agrees to protect and save the Sellers harmless insofar as any and all accidents, damages or injuries to persons or property are concerned, occurring in, on, about, or in any manner in connection with the real property being sold hereunder. The Buyer agrees to carry and maintain adequate liability insurance during the life of this agreement, in an amount agreeable to the Sellers, and to deliver all policies evidencing the same to the escrow holder hereinafter named.

9. Fire and Hazard Insurance. That the Buyer shall procure and maintain adequate fire and hazard insurance upon all buildings and personal property now or hereafter situate on the real property being sold hereunder in the highest insurable value thereof, or in at least the amount of the balance due and owing under this contract, with such insurance company or companies as shall be approved by the Sellers and that the policy or policies evidencing such insurance, as well as all renewal policy or policies, shall be deposited by the Buyer with said escrow holder hereinafter mentioned.

10. Default. That time and punctuality of payment are of the essence of this agreement and material, and that in case of the failure of the Buyer to make payments of the balance of the purchase price, and interest, promptly as the same become due, or to perform any of the covenants herein required to be kept or performed by it, that then and in any of those events, the same shall constitute a default, and upon the occurrence of any such default or defaults, the Sellers may, at their option, make written demand on the Buyer to cure such default or defaults within thirty (30) days

of said demand, specifying in such demand the particulars of the [illegible] or default. Such written demand may be delivered by [illegible] or registered U.S. mail, postage prepaid, addressed to the Buyer at Route 1, Rexburg, Idaho, in accordance with the terms and conditions of the escrow agreement. The continuance of any such failure or default for thirty (30) days after the mailing of such demand shall give rise to the right of the Sellers to require the escrow holder to return all of the escrowed documents to the Sellers and the Sellers shall have the right, at their option, forthwith, whether or not said documents are returned, to declare this agreement terminated; and in that event all obligations of the Sellers to the Buyer shall and will be cancelled, and the Sellers shall be fully reinvested with the title to said property being sold hereunder, free and clear from all rights and claims of the Buyer. It is further understood and agreed that in such event, any and all buildings or improvements placed on said real property by the Buyer, and all monies paid hereunder by the Buyer shall and will become the property of the Sellers and the same shall belong to and be retained by the Sellers as rent and not as liquidated damages, and that in the event of such default and cancellation, the Sellers shall be entitled to, and the Buyer shall and will surrender to the Sellers, the immediate possession of all of said property. That such written demand when placed in the United States mail by the Sellers, postage prepaid, and addressed to the Buyer at its address above mentioned, shall be deemed to have been given to it, the Buyer, on the date of the mailing. It is further stipulated and agreed by and between the Sellers and Buyer, respectively, that the fair rental value of the property described in the premises, as of the date of this agreement, is equal to or exceeds the amount of each and any annual installment payment, plus the amounts previously paid

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hereunder. However, it is agreed that this is stipulated as a minimal fair rental value of the property described herein and that, in fact, the fair rental value may be a greater amount.

11. Attorneys Fees. That in the event either party hereto shall be required to employ an attorney for the enforcement of this contract, with or without suit, the defaulting party agrees to pay the prevailing party's reasonable attorney's fees and costs incurred.

12. Assignment. That no assignment of this sale agreement nor any sale by the Buyer of the property being sold hereunder, shall be valid without the consent of the Sellers, in writing being first obtained, provided, however, the Sellers agree that they will not arbitrarily withhold their consent to an assignment to a responsible and reliable person or persons, and provided further, however, that in case of any such assignment of this agreement or sale of said property, with or without the consent of the Sellers, shall in no wise, nor in any manner, relieve the Buyer from continuing to keep and perform all obligations, covenants and agreements required to be kept and performed by them hereunder.

13. Escrow and Title Insurance. That the parties hereto have simultaneously herewith also executed an escrow agreement, in triplicate originals, with the Valley Bank, Idaho Falls, Idaho branch, a triplicate original of which shall be deposited with a triplicate original of this agreement, a Warranty Deed of said premises, liability insurance policies, all fire and hazard insurance policies affecting said property, as well as all renewal policies and a Bill of Sale to the personal property being sold hereunder, with said escrow holder, and that upon full payment of the balance of the purchase price, and interest, and full compliance with this agreement by them, the buyer shall be

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entitled, as is provided by said escrow agreement, to a delivery of such deed, liability insurance policies, insurance policies and Bills of Sale to it by said escrow holder. The parties further understand and agree that, within a reasonable time after closing or at Buyer's option, on or before the first anniversary of closing, Sellers will provide a policy of title insurance to be placed in escrow, insuring merchantable title in fee simple, from the date of closing, free from all liens and encumbrances, excepting anything made, suffered or assumed by the Buyer hereunder.

14. Encumbrances. It is understood and acknowledged by and between the parties hereto that there are two encumbrances in the form of Federal Land Bank loans, secured by two mortgages on the above described property, as follows:

> Mortgage given by LOWELL C. MOORE and GERALDINE MOORE, husband and wife, to THE FEDERAL LAND BANK OF SPOKANE, a corporation, Dated March 29, 1974, and Microfilmed as Instrument No. 169944 on April 5, 1974, at 9:30 A.M., given to secure the sum of $275,000.00, plus interest, due May 1, 1999, records of Jefferson County, Idaho. Affecting other property also.
>
> Mortgage given by LOWELL C. MOORE and GERALDINE MOORE, husband and wife, and JAMES L. MOORE and JEANINE MOORE, husband and wife, to THE FEDERAL LAND BANK OF SPOKANE, a corporation, Dated January 27, 1976, and Microfilmed as Instrument No. 178659 on February 11, 1976, and re-Microfilmed as Instrument No. 181840 on November 12, 1976 at 10:50 A.M., given to secure the sum of $150,000.00, plus interest, due May, 2006, records of Jefferson County, Idaho. Affecting other property also.

It is further understood and agreed that these encumbrances are secured by other real property of Sellers as well as, and in addition to, the real property being conveyed hereunder.

15 Buyer's Agent. For purposes of notice to Buyer by Sellers notice to an officer of Buyer, at its principal place of business shall be good and sufficient notice under the terms of this agreement.

16 Corporate Authorization of Buyer. It is further understood and agreed that Buyer will provide Sellers with a

certified copy of the resolution of the Board of Directors of Thomason Farms, Inc., authorizing this transaction.

17. Heirs and Assigns. That this agreement shall inure to the benefit of and be binding upon the heirs, personal representatives and assigns of the Sellers, and the heirs and personal representatives of the Buyer and those who may become assignees of the Buyer with the written consent of the Sellers.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in triplicate, as of the day and year first above written.

Lowell C. Moore

Lowell C. Moore

Geraldine Moore

Geraldine Moore

SELLERS

THOMASON FARMS, INC.,

By _____
President

By _____
Secretary

_____
Individually

_____
Individually

_____
Individually

_____
Individually

STATE OF IDAHO )
) ss.
County of )

On this ___ day of April, 1977, before me, the undersigned Notary Public in and for said state, personally appeared LOWELL C. MOORE and GERALDINE MOORE, husband and wife, known to me to be the persons who executed the above and foregoing agreement of sale, and [illegible] that they executed the same

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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

STATE OF IDAHO )
County of Madison ) ss.

On this 4 day of April, 1977, before me, the undersigned Notary Public in and for said state, personally appeared Byron T. Thomason and Charles G. Thomason known to me to be the President and Secretary, respectively, of THOMASON FARMS, INC., the corporation that executed the within 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 first above written.

Notary Public for Idaho
Residing at Rexburg

STATE OF IDAHO )
County of Madison ) ss.

On this 4 day of April, 1977, before me, the undersigned Notary Public in and for said state, personally appeared Byron T. Thomason, Nicholas Thomason, Charles G. Thomason, Roger Lee Thomason, and Guy D. Thomason, known to me to be the persons who executed the above and foregoing Agreement of Sale, 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.

Notary Public for Idaho
Residing at

**THE JEFFERSON STAR**
**RIGBY, IDAHO**

# AFFIDAVIT OF PUBLICATION

STATE OF IDAHO }
County of Jefferson } ss

I, Bruce Porter,
being first duly sworn, depose and say, that I am the printer of THE JEFFERSON STAR, a weekly newspaper printed and published weekly at Rigby, Jefferson County, Idaho; and I do solemnly swear that the

Notice Of Proposed Change of Water Right

a copy of which notice appears attached hereto, was published in the regular and entire issue of said newspaper, and not in any supplement issue thereof for Two consecutive issues, the first publication having been made on Dec. 28,1983 and the last publication having been made on Jan. 5,1984.

Further, that said newspaper is one of general circulation in said county; that it is a legal newspaper, conforming to legal specifications under the Idaho Statutes; that it has at least two hundred bona fide subscribers living within the county of publication; and that it has been continuously and uninteruptedly published in said county during a period of seventy-eight consecutive weeks prior to the first publication of the said notice.

Subscribed to and sworn to before me this Jan. 6,1984

Notary Public.

(SEAL)

My commission expires life.

RECEIVED
JAN 11 1984
Department of Water Resources
Eastern District Office

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT NO. 35-7155**

Notice is hereby given that Thomason Farms, Inc., Rexburg, Idaho has applied to the Dept. of Water Resources for a change in the point of diversion of a groundwater source. The right sought to be changed is evidenced by License No. 35-7155 and is recorded as follows:

AMOUNT: 2.0 cfs
PRIORITY: 11/02/1970
POINT OF DIVERSION: NW¼SW¼ Sec. 3, T. 4N, R. 36E, B.M. Jefferson County
The water is used to irrigate 237 acres within the E½SE¼ Sec. 4, SW¼ Sec. 3, T. 4N, R. 36E, B.M.

TO BE CHANGED AS FOLLOWS

The water will be diverted within the NW¼SW¼, NE¼SE¼, NW¼SE¼, NE¼SW¼ Sec. 3, NW¼SW¼ Sec. 2, T. 4N, R. 36E, B.M. Jefferson County.

Any protests against the above proposed change of water right must be filed with the Dept. of Water Resources, 150 Shoup Ave., Suite 15, Idaho Falls, Idaho 83401, on or before January 16, 1984.

A. KENNETH DUNN
Director

Publ. Dec. 28, 1983 and Jan. 5, 1984RS

State of Idaho

Department of Water Resources

# WATER RIGHT LICENSE

License of Water Right No. 35-7155 Priority November 2, 1970 Amount 2.0 cfs

THIS IS TO CERTIFY, that LOWELL C. MOORE

of Roberts, Idaho, has complied with the terms and conditions of Permit No. 35-7155 issued pursuant to Application for Permit dated November 2, 1970, and has submitted proof to the Department of Water Resources on November 10, 1972, 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 3.40 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 |
|---|---|---|---|
| Irrigation | from May 1 to October 1 | at 2.0 cfs | and 610.9 acre feet |
| | from _____ to _____ | at _____ cfs | and _____ |
| | from _____ to _____ | at _____ cfs | and _____ |

(both dates inclusive)

Subject, however, to the condition that no more than 2.0 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 610.9 acre feet per year, said waters to be diverted within the NW¼SW¼, Sec. 3, Twp. 4N, Rge. 36E, B.M. in the County of Jefferson

Description and location of place of use:

| Twp. | Range | Sec. | NE¼ | | | | NW¼ | | | | SW¼ | | | | SE¼ | | | | Totals |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | |
| 4N | 36E | 4 | | | | | | | | | | | | | 39 | | | 40 | 79 |
| | | 3 | | | | | | | | | 39 | 39 | 40 | 40 | | | | | 158 |
| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |

Total number of acres irrigated 237

This right when combined with right 35-2460 shall provide no more than 3.5 afa per acre on the lands above.

**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 27 day of February, 19 81.

Director

MICROFILMED

Identification No. 35-7155

Application No. _____

# STATE OF IDAHO
## DEPARTMENT OF WATER ADMINISTRATION
# APPLICATION FOR PERMIT
### To Appropriate the Public Waters of the State of Idaho
(TYPE OR PRINT IN INK)

1. Name of applicant Lowell C. Moore
   post office address Roberts, Idaho 83444
2. Source of water supply ground water which is a tributary of _____
3. a. Location of point of diversion is NW ¼ of SW ¼ of Section 3 Township 4N
   Range 36E 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 _____ ¼
   of _____ ¼ of Section _____ Township _____ Range _____ B.M. _____
4. Water will be used for the following purposes:
   Amount 2.0 (cfs or acre-feet per annum) for irrigation purpose from May 1 to Oct. 1 (both dates inclusive)
   Amount _____ (cfs or acre-feet per annum) for _____ purpose from _____ to _____ (both dates inclusive)
   Amount _____ (cfs or acre-feet per annum) for _____ purpose from _____ to _____ (both dates inclusive)
5. Total quantity to be appropriated:
   a. 2.0 cubic feet per second and/or
   b. _____ acre feet per annum.
6. Proposed diverting works:
   a. Description of ditches, flumes, pumps, headgates, etc. existing well, pump and motor

   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 _____ (Mo. Day) to _____ (Mo. Day) inclusive.
   c. Proposed well diameter is 20 inches; proposed depth of well is 280 feet.
7. a. Time required for the completion of the works and application of the water to the proposed beneficial use is ~~one~~ 2 years.
   b. Estimated construction cost is $_____.
8. Description of proposed uses:
   a. If water is **not** for irrigation:
      (1) Give the place of use of water: _____ ¼ of _____ ¼ 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: _____

35-7155

35-7155

b. If water is for irrigation, indicate acreage in each subdivision in the tabulation below:

| TWP. | RANGE | SEC. | NE¼ | | | | NW¼ | | | | SW¼ | | | | SE¼ | | | | TOTALS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | |
| 4N | 36E | 4 | | | | | | | | | | | | | 40 | | | 40 | 80 |
| | | 3 | | | | | | | | | 40 | 40 | 40 | 40 | | | | | 160 |
| | | 2 | | | 40 | | | | | | | | | | | 40 | 40 | | 120 |
| | | | | | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |

Total number of acres to be irrigated ~~200~~ 360

c. Describe any other water rights used for the same purposes as described above.
License No. 35-2460 (.53 "/acre)

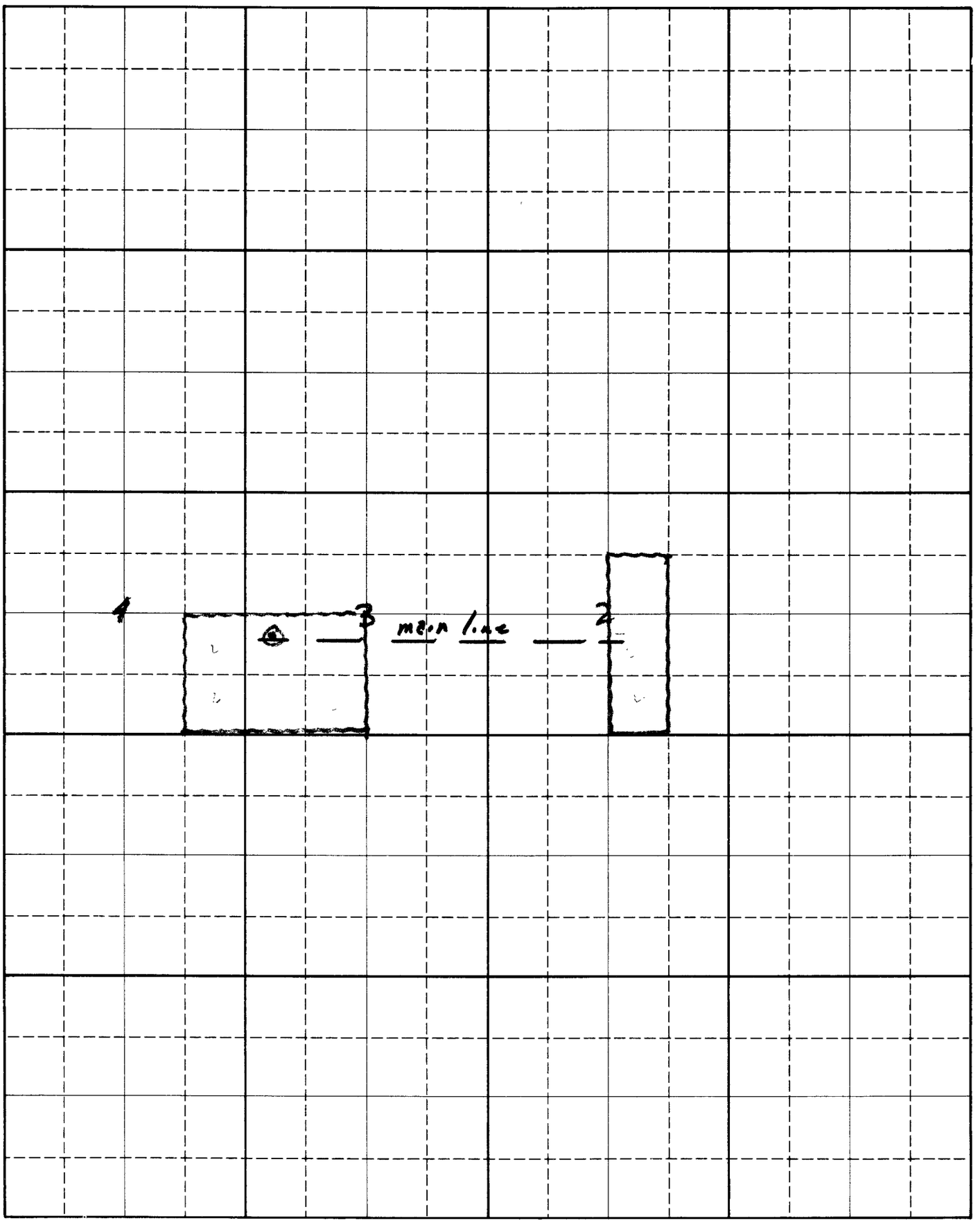
9. a. Who owns the property at the point of diversion self

b. Who owns the land to be irrigated or place of use self

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

10. Remarks supplemental use

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.

Lowell C. Moore
(Applicant)

35-7158

35-7155

Received by ef Date 11-2-70 Time 9:50 AM

Preliminary check by Dee Fee $ 25.00

Receipted by ef Date 11-2-70 rec'd #5277 green

Publication prepared by de Date 11-4-70

Published in Rigby Star

Publication dates 11-12 & 11-19, 1970

Publication approved de Date 12-9-70

Priority reduced to _____ Reason _____

Protests filed by: _____

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for (approval) denial by Dee 3DF

Supplemental APPROVED

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. 35-7155, 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 January 1, 19 73.

   c. Other: The permit holder shall permanently install and maintain as part of the diverting works a measuring device of a type approved by the department. This permit is supplemental to all prior rights.

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

Witness my hand this 15th day of December 19 70.

R. Keith Higginson

Director

DEPARTMENT OF WATER ADMINISTRATION

STAFF ANALYSIS

Application No. 35-7155 Name Lowell C. Moore

Source ground water

Point of Diversion NW¼SW¼ Sec. 3, T. 4N, R. 36E, B.M., Jefferson County

Quantity 2.0 Use irrigation Period May 1 - Oct.1

Quantity _____ Use _____ Period _____

Quantity _____ Use _____ Period _____

Well Size _____ Diameter 20 Proposed Depth 280 Feet

Use 360 acres

Date Forwarded 11-5-70 Date Returned 11-6-70 Received by dr BDF

COMMENTS: Groundwater levels over the past few years have shown either no change or increases (W.I.B.'s 5, 11, & 18). Well development is light, no interference expected. Major aquifers are cinder beds & broken lava. Water encountered first at depths from 217' to 259'. Static w/l ranges from 268'-290'. Aquifer is capable of supporting additional development.

RECOMMENDED:

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Applied: | Qty. | 2.0 | Use | IRR. | Period | 5/1-10/1 | AF/A | 3.5 | AF | 807 |
| | Qty. | | Use | | Period | | AF/A | | AF | |
| | Qty. | | Use | | Period | | AF/A | | AF | |
| Maximum: | Qty. | 64 | Use | IRR. | Period | 4/1-11/1 | AF/A | 3.5 | AF | 1120 |
| | Qty. | | Use | | Period | | AF/A | | AF | |
| | Qty. | | Use | | Period | | AF/A | | AF | |

ACTION: Approved ✓ Denied _____

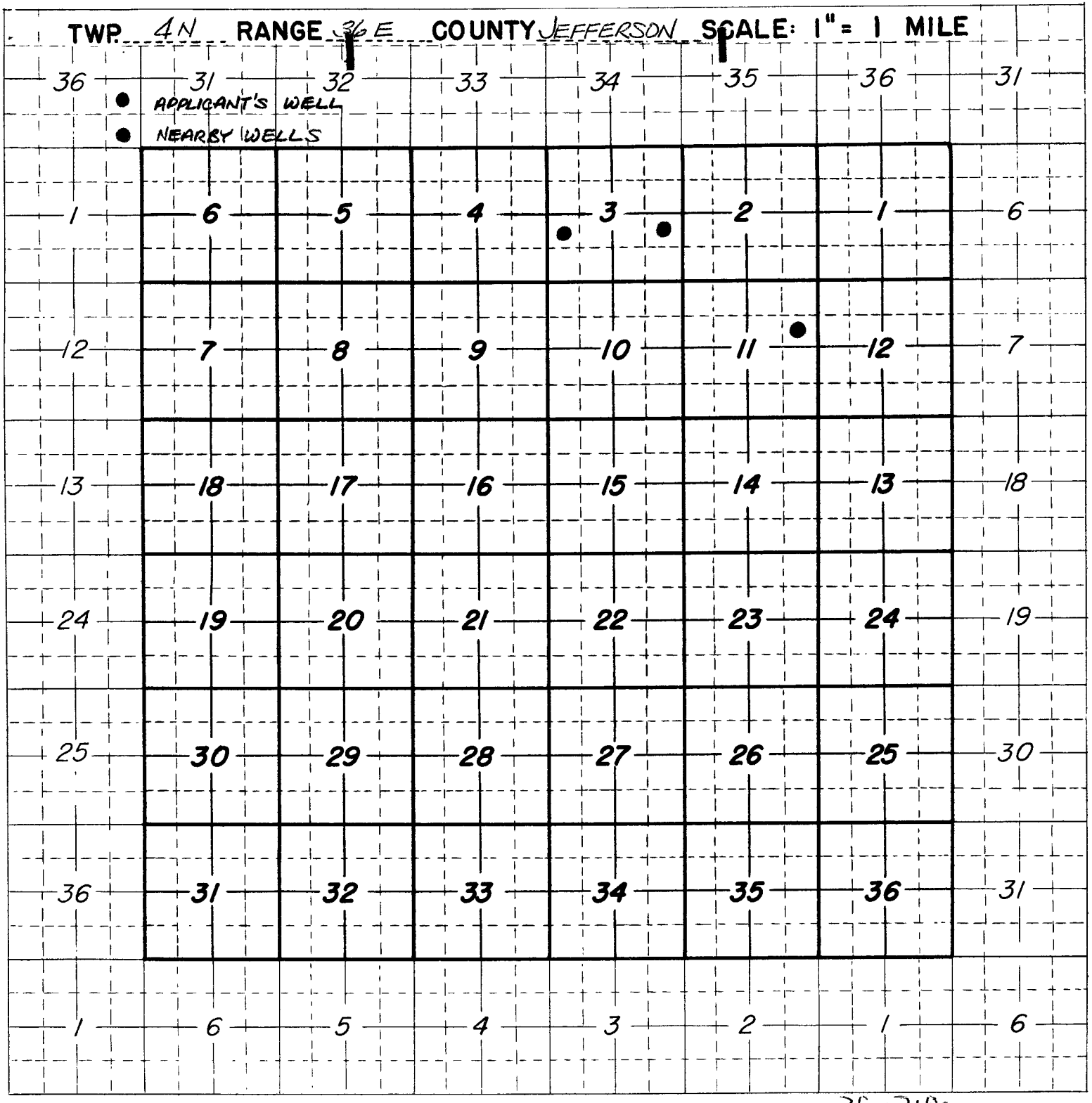
Conditions of approval or reason for denial: _____

INVESTIGATION By Paul M. Castelin Title W.R.I. - I

Date Nov. 6, 1970

35-7155

TWP. 4N RANGE 36E COUNTY JEFFERSON SCALE: 1" = 1 MILE




35-715G

# Affidavit of Publication

## THE RIGBY STAR

STATE OF IDAHO
County of Jefferson } ss.

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 said attached notice, advertisement or publication 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

12th day of November, 1970

and the last publication on the

19th day of November, 1970

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 a least two hundred bona fide subscribers in Jefferson County.

Hope B. Jones

Subscribed in my presence and sworn to before me this 2nd day of December, 1970.
(SEAL)

[illegible]

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

My commission expires _____, 19____.

Publication Fee: $_____

MY COMMISSION EXPIRES JULY 15, 1973

**NOTICE OF APPLICATION FOR PERMIT TO APPROPRIATE THE PUBLIC WATERS OF THE STATE OF IDAHO**

Notice is hereby given that Lowell C. Moore, Roberts, Idaho, has on November 2, 1970, submitted Application No. 35-7155 to appropriate the public waters of a ground source.

The application proposes a maximum diversion and appropriation of 2.0 [illegible] second of water to be [illegible] motor with [illegible] SW¼ [illegible]. 4N, R. [illegible], [illegible] and is to be used within the SW¼NE¼, W½SE¼, Sec. 2: SW¼, Sec. 3; E½SE¼, Sec. 4; T. 4N. R. 36E. B.M. for the irrigation of 360 acres from May 1 to Oct. 1.

Any permit issued pursuant to this application will be subject to ALL PRIOR WATER RIGHTS and subject to the CONTROL OF A STATE WATERMASTER. Any protest against this application must be filed with the Idaho Department of Water Administration, at the Statehouse, Boise, Idaho on or before November 30, 1970.

R. KEITH HIGGINSON
Director

Published in the Rigby Star Nov. 12 and Nov. 19, 1970.

35-7155

April 6, 1984

RE: Transfer of Water Right No. 35-7155

Thomason Farms, Inc.
Rt.11, Box 385
Rexburg, ID 83440

Gentlemen:

Enclosed is a copy of your approved Application for Transfer of the above referenced water right (Transfer No. 2979). Be sure to note the conditions of approval as listed on the fourth page.

Sincerely,

JIM JOHNSON
Water Distribution Supervisor

JJ:sc

Enclosure

Form 222a
6/78

# STATE OF IDAHO
# DEPARTMENT OF WATER RESOURCES
# TRANSFER ANALYSIS SHEET

INITIAL REVIEW BY: HWJ

1. Right number 35-7155 Applicant Thomason Farms
2. Type of right: ☐ Decree ☒ License ☐ Claim
3. Purpose of transfer: ☐ Change point of diversion ☒ Add diversion point(s) ☐ Change place of use
   ☐ Other _____
4. Check:
   a. OK ☑ Source ☑ Priority ☑ Amount ☑ Purpose ☑ Period of use
   b. OK ☑ Description of original point of diversion.
   c. OK ☑ Description of original place of use.
5. Amount of land &/or water transferred:
   a. OK ☑ All of right.
   N/A ☐ Part of right *(NOTE! Part B should be filled in only if part of the right is owned by the applicant).*
   f. OK ☑ Check description of point(s) of diversion.
   N/A ☑ Check description of place of use.
   e. OK ☑ Check map (shows p.d. and p.u. after transfer).
   d. OK ☑ Check for correct signature, notarization, and fee.
   contract of sale g. OK ☑ Check proof of ownership of right &/or land from which water is transferred.
   h. OK ☑ Check for expansion in use of right. Comments Sale agreement states that no improvements are to be made without sellers written consent. Note from seller is included but not notarized.
   i. OK ☑ Check for existing water rights from same source, on land water is being transferred to.
   Right number(s) # 35-2460
   j. OK ☑ Is use within a Watermaster District? ☐ Yes ☒ No
   If yes, what district? _____

Law. 16, 1984

FINAL PROCESSING REVIEW BY: _____

1. Watermaster recommendation requested on N.A. Received on _____
2. Is transfer published correctly? ☑ Yes ☐ No
3. Protest received? ☐ Yes ☒ No

RECOMMENDED ACTION

1. ☑ Approve
2. ☐ Deny
3. Conditions* ~~#4~~ _____
4. By Ernest Carlson Date Jan 17 1984

Jmi 3-15-84

Department of Water Resources

** All uses within Watermaster Districts require special conditions.*

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES
Eastern Region

150 Shoup Ave., Suite 15
Idaho Falls, Idaho 83402
(208) 525-7161

DECEMBER 21, 1983

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

Gentlemen:

Enclosed you will find a legal notice which we wish to have published on the dates indicated (once a week for two consecutive weekly issues) in your newspaper. We have allowed ample time for you to submit a galley proof to this office for review before the first publication date. 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. Your cooperation is appreciated.

Please send the affidavit of publication and publication billing to this office before JANUARY 16, 1984.

Yours truly,

RONALD D. CARLSON
Supervisor
Eastern Region

Encl.

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

NO. 35-7155

Notice is hereby given that Thomason Farms, Inc., Rexburg, Idaho, has applied to the Dept. of Water Resources for a change in the point of diversion of a groundwater source. The right sought to be changed is evidenced by License No. 35-7155 and is recorded as follows:

AMOUNT: 2.0 cfs PRIORITY: 11/02/1970

POINT OF DIVERSION: NW¼SW¼ Sec. 3, T. 4N, R. 36E, B.M. Jefferson County

The water is used to irrigate 237 acres within the E½SE¼ Sec. 4, SW¼ Sec. 3, T. 4N, R. 36E, B.M.

TO BE CHANGED AS FOLLOWS

The water will be diverted within the NW¼SW¼, NE¼SE¼, NW¼SE¼, NE¼SW¼ Sec. 3, NW¼SW¼ Sec. 2, T. 4N, R. 36E, B.M. Jefferson County.

Any protests against the above proposed change of water right must be filed with the Dept. of Water Resources 150 Shoup Ave., Suite 15, Idaho Falls, Idaho, 83401, on or before January 16, 1984.

A. KENNETH DUNN

Director

Published in the Jefferson Star on 12/29/83 & 1/5/84.

State of Idaho
DEPARTMENT OF WATER RESOURCES
STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS
Governor

C. STEPHEN ALLRED
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-4440

March 6, 1981

Lowell C. Moore
Roberts,
Idaho 83444

Dear Mr. Moore,

RE: License No. 35-7155

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

Please be advised that one of the conditions of your permit was that a measuring device be installed as part of your diversion works. That requirement has been waived with issuance of the enclosed license. However, in the event that water supply shortages become a problem installation of measuring devices may be required.

Sincerely,

Jim Johnson

JIM JOHNSON
Water Distribution Supervisor

JJ:mr
Enclosure

MICROFILMED

State of Idaho
DEPARTMENT OF WATER RESOURCES
STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS
Governor

C. STEPHEN ALLRED
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-4440

February 12, 1981

Lowell C. Moore
Roberts,
Idaho 83444

Dear Mr. Moore,

A representative of this Department has made an examination of the works covered by your Permit No. 35-7155 , and has found the following:

Amount of water that can be recognized as beneficially used under Idaho law: 2.0 cfs Source: groundwater

The maximum quantity diverted shall not exceed 610.9 acre feet per year.

Point(s) of diversion: NW¼SW¼, Sec. 3, Twp. 4N, Rge. 36E, B.M.

Beneficial use: Irrigation of 79 acres within the E½SE¼, Sec. 4; 153 acres within the SW¼, Sec. 3, Twp. 4N, Rge. 36E.

Priority date established: November 2, 1970

Conditions (if any): **This right when combined with Right No. 35-2460 shall provide no more than 3.5 afa per ~~year~~ on the lands above.**
ACRE - changed on original

If you do not concur with these findings please contact us within 10 days, otherwise a water license will be issued as set forth above.

Sincerely,

JIM JOHNSON
Water Distribution Supervisor

200 hp
GE

# DEPARTMENT OF WATER ADMINISTRATION
FIELD REPORT

1. Name of permit holder Lowell C. Moore

Post office address Roberts, Idaho Phone 228-3391

Person to contact _____ Phone 228-4891

2. Source of water supply: Groundwater ☒ Surface water ☐ _____
(name spring, stream, etc.)

Tributary to _____

3. Water will be used for the following purposes:

Amount 2.0 c.f.s. for Irrigation
_____ AF/Annum (nature of use)

Period of Use: from May 1 to Oct. 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. 35-7155

Examination for _____ b/u

4. Total amount to be appropriated:

Max Rate of Diversion 2.0 cubic feet per second and annual volume _____ AF/Annum.

5. Location of Point(s) of Diversion:

Township 4 N N/S, Range 36 E E/W, B.M., Section 3, Subdivision NW ¼ SW ¼, Jefferson County

Township _____ N/S, Range _____ E/W, B.M., Section _____, Subdivision _____ ¼ _____ ¼, _____ County

Township _____ N/S, Range _____ E/W, B.M., Section _____, Subdivision _____ ¼ _____ ¼, _____ County

Other Points of Diversions: _____

Description of diverting works: well, pump, sprinkler system

Measuring device required: yes ☒ no ☐

6. Lands to be irrigated or place of use.

| TWP. | RANGE | SEC. | NE¼ | | | | NW¼ | | | | SW¼ | | | | SE¼ | | | | TOTALS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | |
| 4N | 36E | 4 | | | | | | | | | | | | | 40 | | | 40 | 80 |
| | | 3 | | | | | | | | | 40 | 40 | 40 | 40 | | | | | 160 |
| | | 2 | | | 40 | | | | | | | | | | | 40 | 40 | | 120 |
| | | | | | | | | | | | | | | | | | | | |
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RECORDED

TOTAL ACREAGE 360

R. 36 E

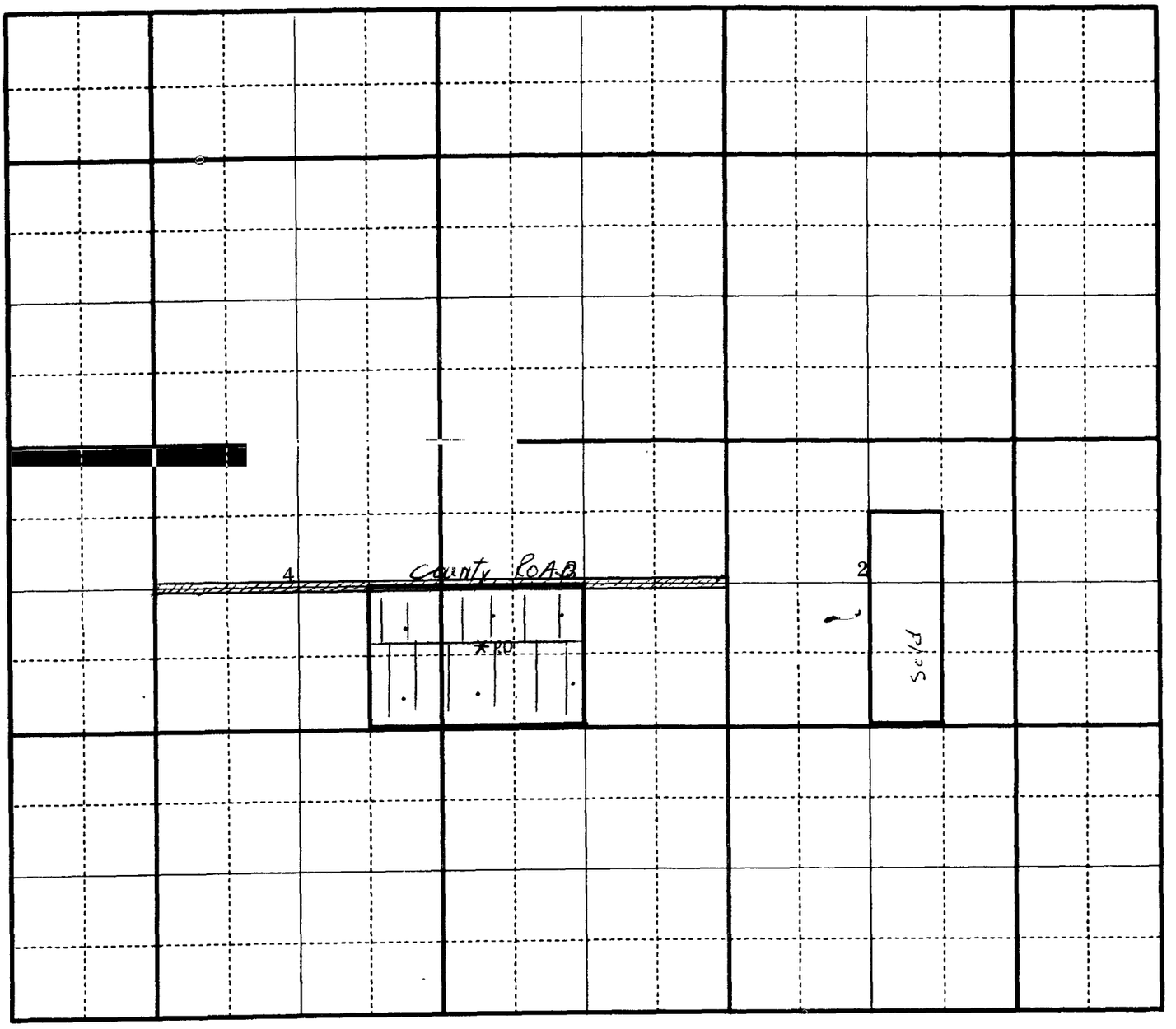
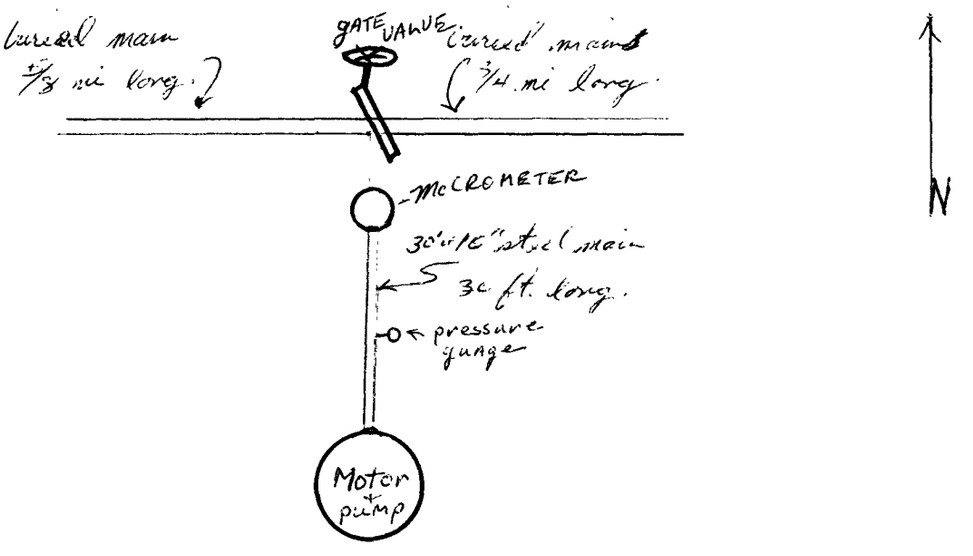



Diagram of System




NOT TO SCALE

10/26/78 RP

DATE OF EXAM 8/16/78

ACREAGE
Found 237 ✓
Recommended 237 ✓

Irrigation Requirement 3.5 ✓ Ac Ft/Ac

USE
Irrigation Q= 2.0 c.f.s. V= 610.92 AF/Ann. from May 1 to Oct 1
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.____¼____¼____
County

Exchange? yes____ no ✓

Name source exchanged with: _____
twp.____N/S, Rge____E/W, B.M., Sec.____, Sub.____¼____¼____
County

Point of injection: N/A.
twp.____N/S, Rge____E/W, B.M., Sec.____, Sub.____¼____¼____
County

Point of exchange: N/A.
twp.____N/S, Rge____E/W, B.M., Sec.____, Sub.____¼____¼____
County

Total Q measured 3.40 C.F.S. Method of measurement PORTABLE IN LINE METER

Total Q recommended 2.0 CFS Meter No. 78-10-2392 Type McCROMETER Condition NEW

Total V recommended 610.92 -/yr.

Recommended Amendments:

P.D. _____
Place of Use _____
Other _____
None _____

MEASUREMENT CALCULATION:
Measured .01 AF in 2 min 8 sec
.01 AF = 435.6 cuft 435.6 ÷ 128 = 3.40 cfs capacity ✓
V = 237 X 3.5 = 829.5 AF/yr. > 2.0 X 1.9835 X 154 = 610.92 AF/yr
Allow 2.0 cfs as per permit ✓

SYSTEM DESCRIPTION:
"GE" motor, 200 Hp, 3 phase, ser# - REJ122981 w/ Vertiline pump ser# 024191
10" steel main extends 30ft to north of PD, connecting to east-west buried main. System runs 8, 3/8 in lateral lines w/ 9/64 nozzles average.

REMARKS:
System shown & described by Jim Moore.
LICENSE No. 36-2460 OVERLAPS 81 ACRES IN SEC 3, HOWEVER THE TOTAL AMOUNT OF WATER DOES NOT EXCEED THE STATUTORY LIMITS.

Examiner's Signature Rodney A Parker Date 10/26/78
Checked by Anthony R. Kozlowski Date Dec 1, 1978
Approved by Robert Date 2/11/81

See back for Overlap Review

# Overlap Review for licensing 35-7155

License 35-2460 P/D different well ✓

P/U overlapping tracts in Sec 3 is in the SW1/4 totaling 82 acres

$\frac{4.89 cfs}{459 ac} = .0107 cfs/AC$ ✓

This right 35-7155

$\frac{2.0 cfs}{237 ac} = .0084 cfs\ AC$

35-2460 .0107
35-7155 +.0084
Not excessive .0191 cfs/AC

~~No Overlap~~

Limit AF to 3.5 AFA/AC

RA 2/11/81

**INTER-DEPARTMENT MEMO — 1**

Please file

FROM Mechelle

DATE November 5, 1974

TO Darlene

Department of Water Resources

SUBJECT APPLICATION FOR AMENDMENT OF PERMIT NO. 35-7155

Attached is the copy of the above subject amendment, together with a copy of the DA-8 form I typed and a copy of the memo Bob sent to us. The originals were sent on 10/1/74 to the attention of Russ.

MICROFILMED

Mechelle

SIGNATURE

INTER-DEPARTMENT MEMO

DATE September 23, 1974

FROM Water Rights Bureau

TO Eastern District

SUBJECT Amendment of Permit No. 35-7155

Since this amendment cannot be accepted without an assignment, the amendment fee should not have been receipted, but should have been returned to Miller Farms, Inc. along with the amendment application. Now, the amendment applicatio should be returned and the filing fee refunded.

Bob

SIGNATURE

FORM DA-8 (7-1-73)
WHITE – State Auditor
YELLOW – Remittance Advice
PINK – State Auditor then Agency
GOLDENROD – Agency Copy

# EXPENDITURE VOUCHER

## STATE OF IDAHO

Office of State Auditor

AUDITOR USE

| Document No. | |
|---|---|
| Pre-Audit | Date |
| Warrant No. | |

AGENCY USE

| |
|---|
| Date 10-01-74 |
| Code 19 30.02 |

AGENCY NAME: Department of Water Resources
Eastern District Office

CHECK ONE:

(x) MISCELLANEOUS EXPENDITURE
( ) STATE CONTRACT
( ) PURCHASE ORDER
( ) MISCELLANEOUS ENCUMBRANCE REQUISITION

PAY TO: Miller Farms, Inc.
Roberts
Idaho 83444

Encumbrance Reference No.

PAYMENT: ( ) PARTIAL ( ) FINAL

| LINE No. | PROGRAM MAJ | PROGRAM MIN | PROGRAM ELE | FUND | CLASS MAJ | CLASS MIN | DESCRIPTION (Include Quantity) | COMPLETE ONE % | COMPLETE ONE LINE AMOUNT | AGENCY USE |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | Refund of $10.00 for Application for Amendment of Permit #35-7155(part) because assignment was not received. Receipt #12811 - Application received March 20, 1974. | | | |
| | | | | | | | | TOTAL 100%= | $10.00 | |

NOTE: Final payment must be accompanied by a receiving copy

TO STATE AUDITOR

Request is hereby made that a warrant be authorized and drawn in payment of the item or items described above. I hereby certify that the items described were ordered by proper authority; that they are necessary in the public service, that the items have been received and accounted for, and that the account as stated is correct and just.

Date Head of Agency or Institution

AUDITOR'S CERTIFICATE

I hereby certify that the above account is in proper form; that totals carried hereon are correct; that receipts when required by law or regulation of the State Board of Examiners covering items for which reimbursement is asked are submitted herewith; and that there are funds in the state treasury and balances in appropriation accounts out of which the same may be lawfully paid.

State Auditor

Filing Fee: $10.00
Receipt # _____

# STATE OF IDAHO
# DEPARTMENT OF WATER ADMINISTRATION

## APPLICATION FOR AMENDMENT

Permit No. 35-7155 (part)

Comes now Miller Farms, Inc. of (address) Roberts, Idaho, and represents to the Director of the Idaho Department of Water Administration:

That he is the owner and holder of Permit to Appropriate the Public Waters of the State of Idaho No. 35-7155, and requests that the permit and permit map be changed as follows:

1. Point of diversion: NW ¼ SW ¼, Sec. 3 Twp. 4N Rge. 36E, B.M., County of Jefferson. Other points of diversion: SE¼SW¼, Sec. 2, T. 4N, R. 36E, NE¼SE¼, Sec. 11, T. 4N, R. 36E, B.M.

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

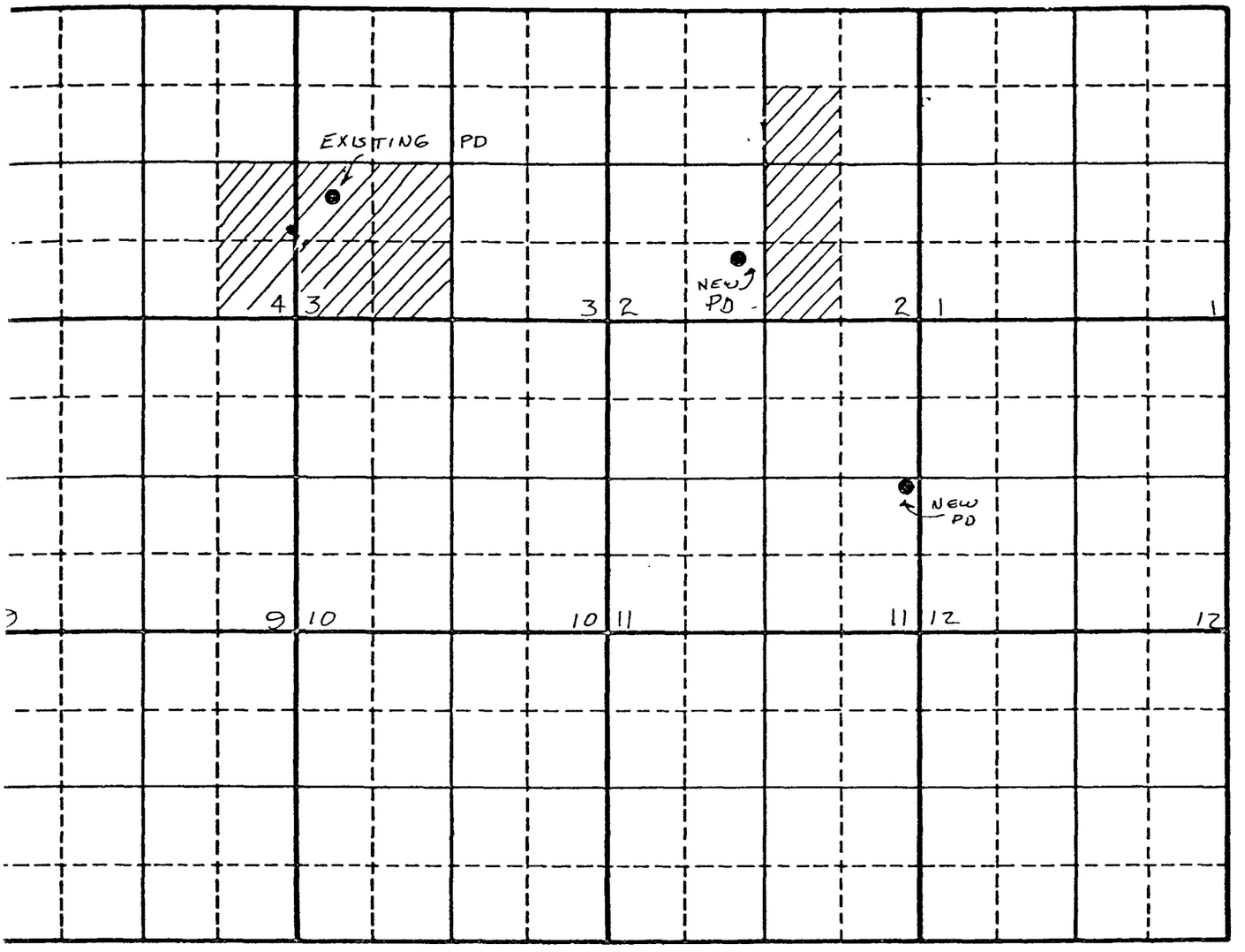
Amount 2.0 for Irrig. purposes from Apr. 1 to Nov. 1 (both dates inclusive)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum)

3. Place of use or land to be irrigated:

| TWP | RANGE | SEC | NE ¼ | | | | NW ¼ | | | | SW ¼ | | | | SE ¼ | | | | TOTALS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | NE ¼ | NW ¼ | SW ¼ | SE ¼ | NE ¼ | NW ¼ | SW ¼ | SE ¼ | NE ¼ | NW ¼ | SW ¼ | SE ¼ | NE ¼ | NW ¼ | SW ¼ | SE ¼ | |
| 4N | 36E | 2 | | | 40 | | | | | | | | | | | 40 | 40 | | 120 |
| " | " | 3 | | | | | | | | | 40 | 40 | 40 | 40 | | | | | 160 |
| " | " | 4 | | | | | | | | | | | | | 40 | | | 40 | 80 |
| | | | | | | | | | | | | | | | | | | | |
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Total number of acres to be irrigated 360

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




Scale: 2 inches equal 1 mile

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

Signed at Idaho Falls, this 29 day of March, 19 74.

Ted Jensen V.P.
Miller Farms Inc.
(signature)

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER ADMINISTRATION

I, _____, Director of the Department of Water Administration,

hereby _____

_____

_____

_____

Witness my hand this _____ day of _____, 19 _____.

_____
Director

MICROFILMED

April 17, 1974

Re: Application for Amendment No. 35-7155 (part)

Mr. L. Sid Jensen, Vice Pres.
Miller Farms, Inc.
Roberts, Idaho 83444

Dear Mr. Jensen:

The Department is still holding the above referenced application which you submitted on March 29, 1974. We cannot complete the processing of the application for amendment until an assignment from Mr. Lowell Moore is received.

If you cannot get the necessary assignment, please let us know as soon as possible.

Very truly yours,

RONALD D. CARLSON
Asst. to the District Engineer

RDC:mb

RETURNED

November 21, 1972

Re: Permits No. 35-7155 & 35-7156

Mr. Lowell C. Moore
Roberts,
Idaho 83444

Dear Mr. Moore:

We acknowledge receipt of the affidavits submitted as proof of beneficial use for the above referenced permits.

Before water licenses can be issued, 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 systems.

If you have any questions regarding the field exam, please contact our Eastern District Office at 240 South Holmes, Idaho Falls, Idaho.

Very truly yours,

BOBBY D. FLEENOR
Assistant Director

BDF:DR

bc: Eastern District Office
Enc: Field exam reports (2)

35-7155

Identification No. _____

Permit No. 35-7155

RECEIVED
NOV 1972
Department of Water Administration

# STATE OF IDAHO
# DEPARTMENT OF RECLAMATION

## PROOF OF APPLICATION OF WATER TO BENEFICIAL USE

1. a) Name of Permit Holder LOWELL C. MOORE

   b) Post Office Address Roberts, Idaho 83444

2. Permit Number 35-7155

3. Date of Priority that you are prepared to establish 11/2/70

4. a) Source from which water was appropriated groundwater

   b) Location of the point of diversion: NW ¼ SW ¼, Section 3 Township 4N, Range 36E Boise Meridian, Other points of diversion: _____

5. a) The amount of water and use to which the water has been applied:

   amount 2.0 (cfs and/or acre feet per annum) for Irrigation purposes from May 1 (Month-Day) to Oct. 1 (Month-Day) incl.

   amount _____ (cfs and/or acre feet per annum) for _____ purposes from _____ (Month-Day) to _____ (Month-Day) incl.

   amount _____ (cfs and/or acre feet per annum) for _____ purposes from _____ (Month-Day) to _____ (Month-Day) incl.

   b) Total amount appropriated 2.0 c.f.s. 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:

   Through installed flowmeter

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: _____

   b) Describe the agreement or understanding by which you take water from the works: _____

7. a) Breifly 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 breif description of diversion structure and/or canal or ditch)

   drilled well, electric pump and sprinkler system

   b) Describe the type and size of measuring device which you have installed at your point of diversion:

   10" inline flowmeter

   c) Give well drillers name and address and date the well was completed

   Andrews Bros. Idaho Falls, Idaho

Scan typed 11-21-22 by

35-7155

8. If for other than irrigation, describe the beneficial use to which you have applied the water and the place of use _____

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

| TWP. | RANGE | SEC. | NE¼ | | | | NW¼ | | | | SW¼ | | | | SE¼ | | | | TOTALS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | |
| 4N | 36E | 4 | | | | | | | | | | | | | 40 | | | 40 | 80 |
| | | 3 | | | | | | | | | 40 | 40 | 40 | 40 | | | | | 160 |
| | | 2 | | | 40 | | | | | | | | | | | 40 | 40 | | 120 |
| | | | | | | | | | | | | | | | | | | | |
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Total number of acres irrigated 360

10. Remarks: _____

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

11/10/1972
(Date)

Pamela C. Moore
(Signature)

State of Idaho )
County of Ada ) ss.

On this 10 day of November, 1972, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.

Judy L Page
Notary Public residing at Boise, Idaho

My commission expires 7/29/1975

35-7155

October 31, 1972 CERTIFIED MAIL * 24086

Re: Permit No. 35-7155

Lowell C. Moore
Roberts,
Idaho 83444

Dear Mr. Moore:

One of the conditions of approval of your water Permit No. 35-7155 (see last page of your approved permit) was that evidence of the extent of development be submitted as proof of application of water to beneficial use to this office on or before January 1, 1973. Enclosed is an affidavit form which must be used to submit the required proof of beneficial use.

If you have not fully completed your project, and you have not previously received an extension of time, you may request an extension of time provided the delay is for reasonable cause as indicated in Section 42-204, Idaho Code, amended. If you have been prevented from proceeding by a governmental agency or by litigation, more than one extension of time can be granted.

Either the beneficial use affidavit or a request for an extension of time must be received by this Department on or before the above mentioned date, otherwise the permit will lapse and be of no further force or effect.

R. KEITH HIGGINSON
Director

Card filed in 35-7156

Enc: Proof affidavit
dr

35-7155

December 16, 1970

Re: Permit Nos. 35-7155 and 35-7156

COPY

Mr. Lowell C. Moore
Roberts,
Idaho 83444

Dear Mr. Moore:

Enclosed are copies of your approved Applications for Permit Nos. 35-7155 and 35-7156. We direct your attention to the conditions of approval as listed on the fourth page.

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 your permits. We are enclosing a letter describing different types of measuring devices accepted by this office.

Very truly yours,

BOBBY D. FLEENOR
Assistant Director

BDF:kh

Enclosures: Copies of permits
2 informational letters

35-7155

December 2, 1970

Re: Applications Nos. 35-7155 & 35-7156 - Lowell C. Moore

Rigby Star
P.O. Box 37
Rigby, Idaho 83442

Gentlemen:

Would you please submit affidavits of publication and certified bills in connection with the above referenced applications. The legal notices were to have been published in your paper on November 12th and 19th, 1970.

Your cooperation in this matter would be most appreciated!

Very truly yours,

Donald W. McEldowney
Appropriation Supervisor

DWM:DR

35-7155

November 4, 1970

Re: Application No. 35-7155 - Lowell C. Moore
35-7156 - Lowell C. Moore

Rigby Star
P.O. Box 37
Rigby, Idaho 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 date. 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)

Very truly yours,

Donald W. McEldowney
Appropriation Supervisor

Bill submitted 12-9-70 By dv

DWM:DR
Enc: Legal notices (2)

35-7155

NOTICE OF APPLICATION FOR PERMIT

TO APPROPRIATE THE PUBLIC WATERS OF THE STATE OF IDAHO

Notice is hereby given that **Lowell C. Moore, Roberts, Idaho,** has on **November 2, 1970,** submitted Application No. **35-7155** to appropriate the public waters of **a ground water source**.

The proposed uses are _____.

The application proposes a maximum diversion and appropriation of **2.0** cubic feet per second of water to be diverted by **well, pump and motor** within the **NW¼SW¼ Sec. 3, T. 4N, R. 36E, B.M., Jefferson County,** and is to be used within the **SW¼NE¼, W½SE¼, Sec. 2; SW¼, Sec. 3; E½SE¼, Sec. 4; T. 4N, R. 36E, B.M. for the irrigation of 360 acres from May 1 to Oct. 1**.

Any permit issued pursuant to this application will be subject to ALL PRIOR WATER RIGHTS and subject to the CONTROL OF A STATE WATERMASTER. Any protest against this application must be filed with the Idaho Department of Water Administration on or before **November 30, 1970**.

**Statehouse, Boise, Idaho,**

R. KEITH HIGGINSON
Director

Published in the **Rigby Star, Rigby, Idaho,** on **November 12** and **November 19, 1970**.

35-7155