

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 72440

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**

RECEIVED
OCT 21 2005

Department of Water Resources
Southern Region
(208) 424-1027

Name of Applicant U.S. GEOTHERMAL Phone _____
Post Office address 1509 TYRELL LANE, SUITE B BOISE, ID 83706 ATTN: DOUGLAS GLASPEY

A. PURPOSE OF TRANSFER

1. ☐ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☒ Change nature of use ☒ Change period of use ☐ Other _____
2. Describe the reason for the proposed changes Applicant is acquiring water rights and proposes changing the place, nature, and period of use. Water will be diverted from the existing points of diversion and utilized year around for cooling purposes at proposed geothermal power production facilities sited adjacent to and on the existing place of use. The conversion from irrigation to cooling will occur over a five-year period. As the power production facilities are brought on-line and cooling requirements increase, irrigation uses will be reduced.

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

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
<u>43-2381</u>	<u>6/2/1952</u>	<u>1.67 cfs / 660 ac-ft</u>	<u>Cooling</u>	<u>1/1</u> to <u>12/31</u>
<u>43-2534B</u>	<u>7/2/1962</u>	<u>3.96 cfs / 884 ac-ft</u>	<u>Cooling</u>	<u>1/1</u> to <u>12/31</u>
<u>43-10069</u>	<u>6/30/1985</u>	<u>5.63 cfs / 1544 ac-ft</u>	<u>Cooling</u>	<u>1/1</u> to <u>12/31</u>
<u>43-120</u>	<u>11/20/1913</u>	<u>1.6 cfs</u>	<u>Cooling</u>	<u>3/15</u> to <u>11/15</u>
<u>43-2167B</u>	<u>5/25/1914</u>	<u>0.8 cfs</u>	<u>Cooling</u>	<u>3/15</u> to <u>11/15</u>

2. Total amount of water being transferred 5.63 cubic feet per second and/or 1544 acre-feet per annum – GROUND WATER
2.4 cubic feet per second and/or _____ acre-feet per annum – RAFT RIVER
3. Source of water Ground Water tributary to _____
Raft River tributary to Snake River

4. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
	NW	NE	SW	26	15S	26E	Cassia	Ground Water
	NW	NW	SE	27	15S	26E	Cassia	Ground Water
	SW	SW	SE	27	15S	26E	Cassia	Ground Water
	NE	NE	NE	33	15S	26E	Cassia	Ground Water
	NE	NE	SW	27	15S	26E	Cassia	Raft River

5. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
15S	26E	23																	
		27		C												C			

Total Acres _____

PART 1

6. General Information:

- a. Description of diversion system The existing points of diversion and pumps will continue to be used to divert water under these rights. Diverted water will be piped to the new places of use in SWSE Section 23, and NWNE Section 27. The attached deeds document the applicant's ownership of the proposed places of use.
- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
See attached purchase and sale agreement Yes _____ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.
- c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
As the power production facilities are developed, cooling water requirements will increase and proportionate acres of land will be dried and no longer irrigated except where utilized for land application of residual flow.
- d. Remarks:
Total annual ground water diversions will be limited to 1544 ac-ft. Combined Raft River and ground water diversions will be limited to 2262 ac-ft, which is equivalent to the average irrigation requirement for 928 acres of alfalfa hay and winter wheat, typical crops grown on the seller's property. Consumptive use for a 50/50 mix of alfalfa hay and winter grain is approximately 743 mm per year based on Appendix E of Allen and Brockway (1983), average of Malta 2 E and Strevell climate stations. Blowdown from the cooling towers will be land applied and/or infiltrated as allowed by IDEQ. This transfer is sufficient to supply the water requirements for one power production facility, and should also be sufficient to supply a portion of the requirements of a second facility. The applicant intends to secure and transfer additional rights in the future for the second, and perhaps additional, power production facilities.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

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

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

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

 For the Director

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. _____

APPLICATION FOR TRANSFER OF WATER RIGHT PART 2

(Attach one copy for each right)

RECEIVED
OCT 21 2005
Department of Water Resources
Southern Region

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right as evidenced by: SEE ATTACHED SRBA PARTIAL DECREES and WATER RIGHT REPORTS
- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.
2. Attach copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice☐ Warranty Deed☐ Other _____

3. Source of water _____ tributary to _____

4. Date or priority _____

5. Water is used for the following purposes:

amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right _____ cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion

8. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Total Acres _____

9. Describe any other water rights used for the same purpose as described above none
- _____
- _____

PART 2

Transfer No. _____

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?
 _____ no _____ If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED*(If the entire right is to be changed by the applicant, omit part B and C.)*

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

Total Acres _____

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

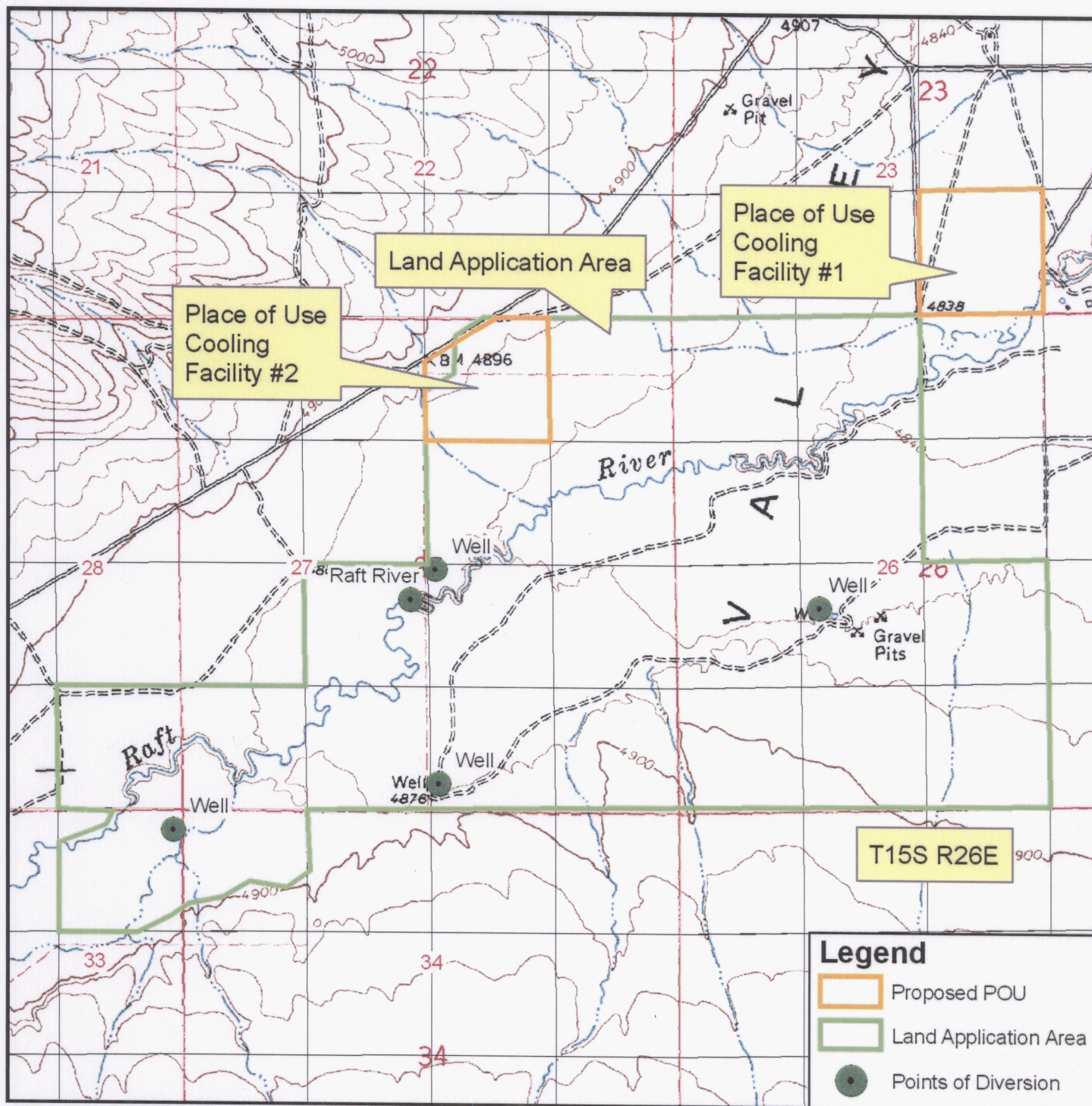
Total Acres _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

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OCT 21 2005
Department of Water Resources
Southern Region

- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for the rights described in part 1. Clearly depict the land by section, township and range number.



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

1.	<u>New Nature of Use</u>	<u>Amount(cfs/af-ft)</u>	<u>Hours/days/year</u>	<u>Period of Use</u>	<u>Source</u>
	Cooling	2.13 cfs average / 1544 ac-ft*	24 hrs/day	1/1 to 12/31	Ground Water
	Cooling	2.4 cfs	when in priority	3/15 to 11/15	Raft River

*The identified average diversion rate of 2.13 cfs is based on diversion of 1544 acre-feet per year at a constant rate. Diversion rates will be higher in summer and lower in winter, and will be limited to the quantities identified in part 1B of this application.

2. Quantity and quality of return flows and location of discharge: A portion of the diverted flow will be evaporated by the cooling process. Mineral concentration of the discharge stream will increase proportional to the cycles of concentration used to control fouling and scaling of components. The applicant proposes to utilize return flows on applicant's property using a combination of land application and/or infiltration as approved by IDEQ.
3. Describe effects on other water uses resulting from the proposed change:
There are no anticipated adverse impacts to other water users. Because the applicant proposes diverting at a lower rate over a longer period of time, local drawdown is expected to be less than under the current operation. Total diversion rate, diverted volume, and consumptive volume will not increase under this proposal.

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

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

Douglas J. Glopey
 (Signature of Applicant)

Subscribed and sworn to before me this 20th day of October, 2005.

Amy Mitchell
 (Notary Public)

My commission expires 07/29/2010

**FOR DEPARTMENT USE ONLY**

Transfer contains _____ pages and _____ attachments

Received by JF Stanten Date 10-21-05 Protest filed by _____

Prelim. Check by _____ Fee \$570, S028097

Receipted by JF Date 10-21-05

Published in _____ Copies of protest forwarded by _____

Pub. Dates _____ Hearing held by _____ Date _____

Watermaster recommendations requested on _____ Recommended for ☐ approval ☐ denial

_____ received _____ by _____

Copy of transfer sent to lien holder _____

**ATTACHMENT A
WATER RIGHTS**

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PAGE 1
Jun-24-2002

SRBA Partial Decree Pursuant to I.R.C.P. 54(b) (continued)

OTHER PROVISIONS (continued)

DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

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



Roger Burdick
Presiding Judge of the
Snake River Basin Adjudication

[Close](#)IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

10/13/2005

WATER RIGHT NO. 43-2534B

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	WILLIAM WILCOCK 24155 S 11500 S STONE, ID 83252 (208) 698-3342
Current Owner	SANDRA WILCOCK 24155 W 11500 S STONE, ID 83252 (208) 698-3342
Original Owner	RICHARD L MILLER 6500 S 1600 W HYRUM, UT 84319 (208)645-2416

Priority Date: 07/02/1962

Basis: Decreed

Status: Active

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

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	11/15	3.96 CFS	884 AFA
Total Diversion			3.96 CFS	

Location of Point(s) of Diversion:

GROUND WATER	NWNESW	Sec. 26	Township 15S	Range 26E	CASSIA County
GROUND WATER	NWNWSE	Sec. 27	Township 15S	Range 26E	CASSIA County
GROUND WATER	SWSWSE	Sec. 27	Township 15S	Range 26E	CASSIA County
GROUND WATER	NENENE	Sec. 33	Township 15S	Range 26E	CASSIA County

IRRIGATION Use:

Acre Limit: 221

Place(s) of use:

Place of Use Legal Description: IRRIGATION CASSIA County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
15S	26E	26		NENW	40		NWNW	40		SWNW	40		SENW	40
				NESW	40		NWSW	40		SWSW	38		SESW	39
				NWSE	40		SWSE	39						
		27		NENE	40		NWNE	34		SWNE	40		SENE	40
				NESW	40		SWSW	40		SESW	40			
				NESE	40		NWSE	40		SWSE	39		SESE	39

	28	SESE	40								
	33	NENE	35								
	34	NWNW	25								

Total Acres: 928

Conditions of Approval:

1. E61
2. K03
3. E56
4. K06
5. C03
6. B09
7. C18
- USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 5.63 CFS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 1544 AF. COMBINED RIGHT NOS.: 43-2381, 43-10069.
- RIGHT NO. 43-10069 IS AN EXPANSION OF THIS RIGHT PURSUANT TO SECTION 42-1416B, IDAHO CODE.
- USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 928 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.:43-120, 43-2167B, 43-2381, 43-10069.
- THIS RIGHT IS LIMITED TO THE IRRIGATION OF 221 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
- RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.
- THIS RIGHT IS SUBJECT TO REGULATION BY THE WATERMASTER OF WATER DISTRICT 43B.
- THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

Dates:
Licensed Date:
Decreed Date: 06/28/2002
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Water Supply Bank Enrollment Date Accepted:
Water Supply Bank Enrollment Date Removed:
Application Received Date:
Protest Deadline Date:
Number of Protests: 0

Other Information:
State or Federal: S
Owner Name Connector: AND/OR
Water District Number:
Generic Max Rate per Acre:
Generic Max Volume per Acre:
Combined Acres Limit: 928
Combined Volume Limit:
Combined Rate Limit:
Civil Case Number:
Old Case Number:
Decree Plaintiff:
Decree Defendant:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Cary Act Number:
Mitigation Plan: False

Close

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

In Re SRBA)
Case No. 39576)
PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 43-02381

NAME AND ADDRESS: LAURA MICKELSON
THAYNE MICKELSON
5200 HOLLOW RD
NIBLEY, UT 84321

SOURCE: GROUND WATER

QUANTITY: 1.67 CFS
660.00 AFY

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A
TOTAL COMBINED DIVERSION RATE OF 5.63 CFS AND TO A TOTAL
COMBINED ANNUAL DIVERSION VOLUME OF 1544 AF. COMBINED RIGHT
NOS.: 43-02534B, 43-10069.

PRIORITY DATE: 06/02/1952

POINT OF DIVERSION: T15S R26E S26 NWNESW Within Cassia County
S27 NWNWSE
S33 SWSWSE
NENENE

PURPOSE AND
PERIOD OF USE: PURPOSE OF USE PERIOD OF USE QUANTITY
Irrigation 03-15 TO 11-15 1.67 CFS
660.00 AFY

PLACE OF USE: Irrigation Within Cassia County
T15S R26E S26 NENW 40.0 NWNW 40.0
SWNW 40.0 SENW 40.0
NESW 40.0 NSW 40.0
SWSW 38.0 SESW 39.0
NWSE 40.0 SWSE 39.0
S27 NENE 40.0 NWNE 34.0
SWNE 40.0 SENE 40.0
NESW 40.0 SWSW 40.0
SESW 40.0 NESE 40.0
NWSE 40.0 SWSE 39.0
SESE 39.0
S28 SESE 40.0
S33 NENE 35.0
S34 NWNW 25.0
928.0 Acres Total

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO
THE IRRIGATION OF A COMBINED TOTAL OF 928 ACRES IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS.: 43-120, 43-2167B,
43-2534B, 43-10069.

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 165 ACRES WITHIN
THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

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

THIS RIGHT IS SUBJECT TO REGULATION BY THE WATERMASTER OF
WATER DISTRICT 43B.

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY

SRBA PARTIAL DECREE PURSUANT TO I.R.C.P. 54(b)
Water Right 43-02381

SRBA Partial Decree Pursuant to I.R.C.P. 54(b) (continued)

OTHER PROVISIONS (continued)

DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

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



Roger Burdick
Presiding Judge of the
Snake River Basin Adjudication

[Close](#)IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

10/13/2005

WATER RIGHT NO. 43-2381

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	WILLIAM WILCOCK 24155 S 11500 S STONE, ID 83252 (208) 698-3342
Current Owner	SANDRA WILCOCK 24155 W 11500 S STONE, ID 83252 (208) 698-3342
Original Owner	RICHARD L MILLER 6500 S 1600 W HYRUM, UT 84319 (208)645-2416

Priority Date: 06/02/1952

Basis: Decreed

Status: Active

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

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	11/15	1.67 CFS	660 AFA
Total Diversion			1.67 CFS	

Location of Point(s) of Diversion:

GROUND WATER	NWNESW	Sec. 26	Township 15S	Range 26E	CASSIA County
GROUND WATER	NWNWSE	Sec. 27	Township 15S	Range 26E	CASSIA County
GROUND WATER	SWSWSE	Sec. 27	Township 15S	Range 26E	CASSIA County
GROUND WATER	NENENE	Sec. 33	Township 15S	Range 26E	CASSIA County

IRRIGATION Use:

Acre Limit: 165

Place(s) of use:

Place of Use Legal Description: IRRIGATION CASSIA County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
15S	26E	26		NENW	40		NWNW	40		SWNW	40		SENW	40
				NESW	40		NWSW	40		SWSW	38		SESW	39
				NWSE	40		SWSE	39						
		27		NENE	40		NWNE	34		SWNE	40		SENE	40
				NESW	40		SWSW	40		SESW	40			
				NESE	40		NWSE	40		SWSE	39		SESE	39

Close

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

In Re SRBA)
)
Case No. 39576)
_____)

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 43-10069

RECEIVED

JUL - 1 2002

Department of Water Resources

NAME AND ADDRESS: LAURA MICKELSON
THAYNE MICKELSON
5200 HOLLOW RD
NIBLEY, UT 84321

SOURCE: GROUND WATER

QUANTITY: 5.63 CFS
1544.00 AFY

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A
TOTAL COMBINED DIVERSION RATE OF 5.63 CFS AND TO A TOTAL
COMBINED ANNUAL DIVERSION VOLUME OF 1544 AF. COMBINED RIGHT
NOS.: 43-2534B, 43-2381.

PRIORITY DATE: 06/30/1985

POINT OF DIVERSION: T15S R26E S26 NWNESW Within Cassia County
S27 NWNWSE
SWSWSE
S33 NENENE

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	03-15 TO 11-15	5.63 CFS 1544.00 AFY

PLACE OF USE:	Irrigation		Within Cassia County
	T15S R26E S26	NENW 40.0	NWNW 40.0
		SWNW 40.0	SENW 40.0
		NESW 40.0	NWSW 40.0
		SWSW 38.0	SESW 39.0
		NWSE 40.0	SWSE 39.0
	S27	NENE 40.0	NWNE 34.0
		SWNE 40.0	SENE 40.0
		NESW 40.0	SWSW 40.0
		SESW 40.0	NESE 40.0
		NWSE 40.0	SWSE 39.0
		SESE 39.0	
	S28	SESE 40.0	
	S33	NENE 35.0	
	S34	NWNW 25.0	
	928.0 Acres Total		

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 542 ACRES WITHIN
THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO
THE IRRIGATION OF A COMBINED TOTAL OF 928 ACRES IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS.: 43-120, 43-2167B,
43-2381, 43-2534B. .

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

THIS RIGHT IS SUBJECT TO REGULATION BY THE WATERMASTER OF
WATER DISTRICT 43B.

THIS RIGHT IS AN EXPANSION OF RIGHT NOS. 43-2534B AND 43-2381
PURSUANT TO SECTION 42-1416B, IDAHO CODE.

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS

SRBA Partial Decree Pursuant to I.R.C.P. 54(b) (continued)

OTHER PROVISIONS (continued)

NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

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



Roger Burdick
Presiding Judge of the
Snake River Basin Adjudication

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

10/13/2005

WATER RIGHT NO. 43-10069

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	WILLIAM WILCOCK 24155 S 11500 S STONE, ID 83252 (208) 698-3342
Current Owner	SANDRA WILCOCK 24155 W 11500 S STONE, ID 83252 (208) 698-3342
Original Owner	RICHARD L MILLER 6500 S 1600 W HYRUM, UT 84319 (208)645-2416

Priority Date: 06/30/1985
Basis: Decreed
Status: Active

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

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	11/15	5.63 CFS	1544 AFA
Total Diversion			5.63 CFS	

Location of Point(s) of Diversion:

GROUND WATER	NWNESW	Sec. 26	Township 15S	Range 26E	CASSIA County
GROUND WATER	NWNWSE	Sec. 27	Township 15S	Range 26E	CASSIA County
GROUND WATER	SWSWSE	Sec. 27	Township 15S	Range 26E	CASSIA County
GROUND WATER	NENENE	Sec. 33	Township 15S	Range 26E	CASSIA County

IRRIGATION Use:
Acre Limit: 542

Place(s) of use:

Place of Use Legal Description: IRRIGATION CASSIA County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
15S	26E	26		NENW	40		NWNW	40		SWNW	40		SENW	40
				NESW	40		NWSW	40		SWSW	38		SESW	39
				NWSE	40		SWSE	39						
		27		NENE	40		NWNE	34		SWNE	40		SENE	40
				NESW	40		SWSW	40		SESW	40			
				NESE	40		NWSE	40		SWSE	39		SESE	39

Close

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

In Re SRBA)
Case No. 39576)
PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 43-00120

NAME AND ADDRESS: LAURA MICKELSON
THAYNE MICKELSON
5200 HOLLOW RD
NIBLEY, UT 84321

SOURCE: RAFT RIVER TRIBUTARY: SNAKE RIVER

QUANTITY: 1.60 CFS

PRIORITY DATE: 11/20/1913

POINT OF DIVERSION: T15S R26E S27 NENESW Within Cassia County

PURPOSE AND
PERIOD OF USE: PURPOSE OF USE PERIOD OF USE QUANTITY
Irrigation 03-15 TO 11-15 1.60 CFS

PLACE OF USE: Irrigation Within Cassia County
T15S R26E S26 NENW 40.0 NWNW 40.0
SWNW 40.0 SENW 40.0
NESW 40.0 NWSW 40.0
SWSW 38.0 SESW 39.0
NWSE 40.0 SWSE 39.0
S27 NENE 40.0 NWNE 34.0
SWNE 40.0 SENE 40.0
NESW 40.0 SWSW 40.0
SESW 40.0 NESE 40.0
NWSE 40.0 SWSE 39.0
SESE 39.0
S28 SESE 40.0
S33 NENE 35.0
S34 NWNW 25.0
928.0 Acres Total

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 80 ACRES WITHIN
THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO
THE IRRIGATION OF A COMBINED TOTAL OF 928 ACRES IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS.: 43-2167B, 43-2381,
43-2534B, 43-10069.

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

THIS RIGHT IS SUBJECT TO REGULATION BY THE WATERMASTER OF
WATER DISTRICT 43B.

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

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



Roger Burdick
Presiding Judge of the
Snake River Basin Adjudication

Total Acres: 928

Conditions of Approval:

1. B09

THIS RIGHT IS SUBJECT TO REGULATION BY THE WATERMASTER OF WATER DISTRICT 43B.
2. E56

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 928 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 43-2167B, 43-2381, 43-2534B, 43-10069.
3. C18

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
4. K06

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 80 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
5. C05

RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

Dates:
Licensed Date:
Decreed Date: 06/28/2002
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Water Supply Bank Enrollment Date Accepted:
Water Supply Bank Enrollment Date Removed:
Application Received Date:
Protest Deadline Date:
Number of Protests: 0

Other Information:
State or Federal: S
Owner Name Connector: AND/OR
Water District Number:
Generic Max Rate per Acre:
Generic Max Volume per Acre:
Combined Acres Limit: 928
Combined Volume Limit:
Combined Rate Limit:
Civil Case Number:
Old Case Number:
Decree Plaintiff:
Decree Defendant:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Cary Act Number:
Mitigation Plan: False

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

In Re SRBA)
Case No. 39576)
PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 43-02167B

NAME AND ADDRESS: LAURA MICKELSON
THAYNE MICKELSON
5200 HOLLOW RD
NIBLEY, UT 84321

SOURCE: RAFT RIVER TRIBUTARY: SNAKE RIVER

QUANTITY: 0.80 CFS

PRIORITY DATE: 05/25/1914

POINT OF DIVERSION: T15S R26E S27 NENESW Within Cassia County

PURPOSE AND PERIOD OF USE: PURPOSE OF USE PERIOD OF USE QUANTITY
Irrigation 03-15 TO 11-15 0.80 CFS

PLACE OF USE: Irrigation Within Cassia County
T15S R26E S26 NENW 40.0 NWNW 40.0
SWNW 40.0 SENW 40.0
NESW 40.0 NWSW 40.0
SWSW 38.0 SESW 39.0
NWSE 40.0 SWSE 39.0
S27 NENE 40.0 NWNW 34.0
SWNE 40.0 SESE 40.0
NESW 40.0 SWSW 40.0
SESW 40.0 NESE 40.0
NWSE 40.0 SWSE 39.0
SESE 39.0
S28 SESE 40.0
S33 NENE 35.0
S34 NWNW 25.0
928.0 Acres Total

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 40 ACRES WITHIN
THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO
THE IRRIGATION OF A COMBINED TOTAL OF 928 ACRES IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS.: 43-120, 43-2381,
43-2534B, 43-10069.

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

THIS RIGHT IS SUBJECT TO REGULATION BY THE WATERMASTER OF
WATER DISTRICT 43B.

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

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



Roger Burdick
Presiding Judge of the
Snake River Basin Adjudication

WATER RIGHT NO. 43-2167B

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	WILLIAM WILCOCK 24155 S 11500 S STONE, ID 83252 (208) 698-3342
Current Owner	SANDRA WILCOCK 24155 W 11500 S STONE, ID 83252 (208) 698-3342
Original Owner	RICHARD L MILLER 6500 S 1600 W HYRUM, UT 84319 (208)645-2416

Priority Date: 05/25/1914
Basis: Decreed
Status: Active

<u>Source</u>	<u>Tributary</u>
RAFT RIVER	SNAKE RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	11/15	0.8 CFS	
Total Diversion			0.8 CFS	

Location of Point(s) of Diversion:

RAFT RIVER|NENESW|Sec. 27|Township 15S|Range 26E|CASSIA County

IRRIGATION Use:
Acre Limit: 40

Place(s) of use:

Place of Use Legal Description: IRRIGATION CASSIA County

[illegible]

Total Acres: 928

Conditions of Approval:

- | | |
|--------|---|
| 1. E56 | USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 928 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 43-120, 43-2381, 43-2534B, 43-10069. |
| 2. B09 | THIS RIGHT IS SUBJECT TO REGULATION BY THE WATERMASTER OF WATER DISTRICT 43B. |
| 3. C03 | RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE. |
| 4. K06 | THIS RIGHT IS LIMITED TO THE IRRIGATION OF 40 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON. |
| 5. C18 | THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE. |

Dates:

Licensed Date:

Decreed Date: 06/28/2002

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: AND/OR

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit: 928

Combined Volume Limit:

Combined Rate Limit:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

ATTACHMENT B
CONSUMPTIVE IRRIGATION REQUIREMENTS

Consumptive Irrigation Requirements (Allen & Brockway, 1983), mm/season

Station	Pasture	Alfalfa hay	Winter grain
Malta 2 E	817	786	759
Strevell	757	702	725
Average	787	744	742

Est. CU and CIR.		Maize 2 E		(Allen & Brockway, 1985)										mm/day and mm/season	
		MO	MMRS	PREC	ETR	ALPH.	BEANS	SILGE	S.ORN	PEAS	POTAT	SBET	SGRAN	WGRAN	PAST.
AVE ET	IR	3	13	93.67	1.87									.60	
STDD ET	IR	3	15	93.33										.13	
SKEM ET	IR	3	15	93.33	.41									.30	
AVE ET	IR	3	15	93.33										.30	
STDD ET	IR	3	15	93.33										.30	
SKEM ET	IR	3	15	93.33	.30									.30	
AVE ET	IR	4	12	91.65	4.27	1.50								1.03	
STDD ET	IR	4	12	91.67		.97								1.06	
SKEM ET	IR	4	12	91.67	.50	.17								.37	
AVE ET	IR	4	12	91.67		.54								.37	
STDD ET	IR	4	12	91.67		.54								.37	
SKEM ET	IR	4	12	91.67	-.32	-.32								-.32	
AVE ET	IR	4	12	91.67		-.29								-.25	
STDD ET	IR	4	12	91.67		-.29								-.25	
SKEM ET	IR	4	12	91.67		-.29								-.25	
AVE ET	IR	5	14	92.86	5.88	5.21								5.82	
STDD ET	IR	5	14	92.86		4.20								4.84	
SKEM ET	IR	5	14	92.86	.40	.35								3.61	
AVE ET	IR	5	14	92.86		.82								3.61	
STDD ET	IR	5	14	92.86		.82								3.61	
SKEM ET	IR	5	14	92.86	.20	-.20								3.61	
AVE ET	IR	6	14	100.00	7.76	6.88	2.44	1.76	1.76	2.42	1.78	1.76	2.84	5.82	
STDD ET	IR	6	14	100.00		5.88	1.79	1.93	1.68	1.18	1.18	1.18	2.19	4.84	
SKEM ET	IR	6	14	100.00	.52	.46	.16	.18	.44	.45	.45	.45	.19	3.9	
AVE ET	IR	6	14	100.00		.93	.51	.57	.54	.54	.54	.54	.19	3.9	
STDD ET	IR	6	14	100.00		.93	.51	.57	.54	.54	.54	.54	.19	3.9	
SKEM ET	IR	6	14	100.00	.18	.17	.17	.18	.18	.18	.18	.18	.19	3.9	
AVE ET	IR	7	15	100.00	8.35	6.85	6.00	6.62	6.46	4.16	7.00	7.54	9.23	8.22	
STDD ET	IR	7	15	100.00		6.27	5.57	6.07	5.91	3.13	6.57	6.93	7.66	7.66	
SKEM ET	IR	7	15	100.00	.29	.44	.40	.42	.42	.44	.46	.49	.47	.49	
AVE ET	IR	7	15	100.00		.48	.39	.42	.42	.44	.46	.49	.47	.49	
STDD ET	IR	7	15	100.00		.48	.39	.42	.42	.44	.46	.49	.47	.49	
SKEM ET	IR	7	15	100.00	-.07	-.05	-.06	-.04	-.06	-.05	-.04	-.07	-.04	-.04	
AVE ET	IR	8	15	100.00		5.20	5.96	6.51	6.31	1.15	5.48	6.85	2.96	2.62	
STDD ET	IR	8	15	93.33		4.49	5.32	5.77	5.58	.67	4.95	6.07	2.43	2.07	
SKEM ET	IR	8	15	93.33	.49	.37	4.42	4.46	4.45	.08	3.39	4.48	2.18	1.38	
AVE ET	IR	8	15	93.33		.97	.95	1.07	1.05	.54	.82	1.12	.67	.68	
STDD ET	IR	8	15	93.33		.97	.95	1.07	1.05	.54	.82	1.12	.67	.68	
SKEM ET	IR	8	15	93.33	.16	.15	.16	.16	.16	.15	.16	.16	.15	.15	
AVE ET	IR	9	15	80	5.15	3.11	1.26	4.27			3.33	4.59		3.97	
STDD ET	IR	9	15	93.33		2.67	.92	3.81			2.28	3.19		3.32	
SKEM ET	IR	9	15	93.33	.44	.36	.11	2.6			.28	.44		3.32	
AVE ET	IR	9	15	93.33		.94	.12	.70			.33	.44		3.32	
STDD ET	IR	9	15	93.33		.94	.12	.70			.33	.44		3.32	
SKEM ET	IR	9	15	93.33	-.44	-.04	-.44	-.01			.02	-.04		-.04	
AVE ET	IR	10	15	86.67	3.26	.99					2.31			2.51	
STDD ET	IR	10	15	86.67		.59					1.89			2.09	
SKEM ET	IR	10	15	86.67	.29	.09					.21			.23	
AVE ET	IR	10	15	86.67		.41					.47			.48	
STDD ET	IR	10	15	86.67		.41					.47			.48	
SKEM ET	IR	10	15	86.67	-.77	-.76					-.77			-.77	
AVE ET	IR	10	15	86.67		-.87					-.55			-.49	
STDD ET	IR	10	15	86.67		-.87					-.55			-.49	
SKEM ET	IR	10	15	86.67		-.87					-.55			-.49	
AVE ET	IR	11	193.8	1352.	925.	408.	681.	535.	481.	692.	853.	707.	876.	950.	
STDD ET	IR	11	193.8	1352.	786.	429.	589.	459.	397.	670.	773.	610.	759.	817.	
SKEM ET	IR	11	193.8	1352.	32.	20.	10.	13.	16.	12.	73.	42.	47.	40.	
AVE ET	IR	11	193.8	1352.	0.	53.	28.	31.	42.	33.	43.	44.	36.	20.	
STDD ET	IR	11	193.8	1352.	0.	53.	28.	31.	42.	33.	43.	44.	36.	20.	
SKEM ET	IR	11	193.8	1352.	-.34	-.07	-.57	-.06	-.16	1.17	1.05	.49	-.15	.79	
AVE ET	IR	11	193.8	1352.	-.87	-.57	-.70	.36	.43	1.17	1.05	.49	-.15	.79	
STDD ET	IR	11	193.8	1352.	-.87	-.57	-.70	.36	.43	1.17	1.05	.49	-.15	.79	
SKEM ET	IR	11	193.8	1352.	-.87	-.57	-.70	.36	.43	1.17	1.05	.49	-.15	.79	

Est. CU and CIR.			Strevell			(Allen & Brockway, 1983)			mm/day and mm/season		
MO	MYRS	PREC	ETR	ALFH.	SILGE	POTAT	SBEET	SGRAN	WGRAN	PAST.	
AVE ET	3	38	1.78	1.65							
AVE IR	3	38	1.00								
STDD ET	3	38	1.00								
STDD IR	3	38	1.00								
SKW ET	3	38	1.12								
SKW IR	3	38	1.00								
AVE ET	4	36	1.09	4.11							
AVE IR	4	36	1.00								
STDD ET	4	36	1.00								
STDD IR	4	36	1.00								
SKW ET	4	36	1.33								
SKW IR	4	36	1.00								
AVE ET	5	38	1.48	5.73	4.36	1.72	1.72	1.72	2.32	5.62	4.00
AVE IR	5	38	1.00		3.41	1.95	1.13	1.94	1.60	4.65	3.11
STDD ET	5	38	1.00		3.40	1.16	1.16	1.16	1.22	3.32	3.37
STDD IR	5	38	1.00		3.81	1.37	1.46	1.58	1.37	3.93	3.78
SKW ET	5	38	1.41		3.84	1.24	1.24	1.24	1.24	3.24	3.24
SKW IR	5	38	1.00		3.81	1.06	1.12	1.06	1.15	3.32	3.25
AVE ET	6	38	1.42	7.52	6.76	2.41	3.98	2.58	6.97	7.52	5.79
AVE IR	6	38	1.00		5.70	1.64	3.32	1.79	6.04	6.46	4.83
STDD ET	6	38	1.26		5.37	1.20	3.14	1.22	5.59	5.64	4.46
STDD IR	6	38	1.00		5.31	1.31	3.81	1.82	1.22	1.34	1.16
SKW ET	6	38	1.37		5.48	1.46	3.81	1.46	1.46	1.46	1.46
SKW IR	6	38	1.00		5.68	1.94	3.72	1.93	1.60	1.62	1.71
AVE ET	7	37	1.84	8.23	6.81	5.08	6.84	6.73	8.20	8.18	6.33
AVE IR	7	37	1.00		6.17	5.50	6.36	6.11	7.60	7.35	5.74
STDD ET	7	37	1.00		6.16	5.25	6.25	6.25	7.31	7.15	6.24
STDD IR	7	37	1.00		6.16	5.25	6.25	6.25	7.31	7.15	6.24
SKW ET	7	37	1.24		6.16	5.25	6.25	6.25	7.31	7.15	6.24
SKW IR	7	37	1.00		6.16	5.25	6.25	6.25	7.31	7.15	6.24
AVE ET	8	36	1.01	6.80	5.13	6.44	5.47	6.78	3.75	3.26	5.24
AVE IR	8	36	1.00		4.49	5.77	4.98	6.08	3.25	2.74	4.62
STDD ET	8	36	1.00		4.49	5.77	4.98	6.08	3.25	2.74	4.62
STDD IR	8	36	1.00		4.49	5.77	4.98	6.08	3.25	2.74	4.62
SKW ET	8	36	1.35		4.49	5.77	4.98	6.08	3.25	2.74	4.62
SKW IR	8	36	1.00		4.49	5.77	4.98	6.08	3.25	2.74	4.62
AVE ET	9	38	1.79	5.20	3.05	4.38	3.52	4.77			4.00
AVE IR	9	38	1.00		2.60	3.31	3.16	4.28			3.34
STDD ET	9	38	1.00		2.60	3.31	3.16	4.28			3.34
STDD IR	9	38	1.00		2.60	3.31	3.16	4.28			3.34
SKW ET	9	38	1.79		2.60	3.31	3.16	4.28			3.34
SKW IR	9	38	1.00		2.60	3.31	3.16	4.28			3.34
AVE ET	10	38	1.90	3.29	.98			2.48			2.53
AVE IR	10	38	1.00		.54			2.00			2.06
STDD ET	10	38	1.00		.54			2.00			2.06
STDD IR	10	38	1.00		.54			2.00			2.06
SKW ET	10	38	1.55		.42			.57			.56
SKW IR	10	38	1.00		.42			.57			.56
AVE ET	11	38	1.74	-80	-80			-1.03			-1.02
AVE IR	11	38	1.00		-1.20			-1.03			-1.02
STDD ET	11	38	1.00		-1.20			-1.03			-1.02
STDD IR	11	38	1.00		-1.20			-1.03			-1.02
SKW ET	11	38	1.74		-1.20			-1.03			-1.02
SKW IR	11	38	1.00		-1.20			-1.03			-1.02
AVE ET	12	28	211.2	1302.	832.	647.	661.	808.	690.	855.	899.
AVE IR	12	28	0.0		702.	545.	581.	670.	587.	723.	751.
STDD ET	12	28	0.0		702.	545.	581.	670.	587.	723.	751.
STDD IR	12	28	0.0		702.	545.	581.	670.	587.	723.	751.
SKW ET	12	28	0.0		702.	545.	581.	670.	587.	723.	751.
SKW IR	12	28	0.0		702.	545.	581.	670.	587.	723.	751.

ATTACHMENT C
PURCHASE AND SALE AGREEMENT
WILCOCK PROPERTY

REAL ESTATE PURCHASE AND SALE AGREEMENT

PARTIES: William C. Wilcock and Sandra Wilcock, husband and wife ("Sellers"), and
U.S. Geothermal, Inc., an Idaho corporation ("Buyer")

DATE: August 5, 2005

Sellers agree to sell and Buyer agrees to purchase that certain parcel of real property located in Cassia County, Idaho, more particularly described as follows:

The following, all located in Township 15 South, Range 26 East, Boise Meridian:

The northwest $\frac{1}{4}$, the west $\frac{1}{2}$ of the southwest $\frac{1}{4}$, the west $\frac{1}{2}$ of the southeast $\frac{1}{4}$, and the east $\frac{1}{2}$ of the southwest $\frac{1}{4}$, all in Section 26;

The west $\frac{1}{2}$ of the northeast $\frac{1}{4}$, the northeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$, the east $\frac{1}{2}$ of the southwest $\frac{1}{4}$, the southwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$, the southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$, and the southeast $\frac{1}{4}$, all in Section 27;

The southeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of Section 28;

The northeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of Section 33;

The northwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of Section 34.

("the subject property" or "the property") together with all water, water rights, water permits, geothermal water, geothermal water rights, geothermal water permits, mineral, oil and gas rights, ditches and rights of way for ditches appurtenant thereto or in anywise appertaining; together with the buildings, fixtures and other improvements located on the property; together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, subject to and upon the following terms and conditions:

1. Purchase Price: [REDACTED]

2. Payment Terms: Buyer shall pay to Sellers the sum of [REDACTED] upon execution of this Agreement as Earnest Money, to be applied at Closing toward the purchase price. Buyer shall pay to Sellers the balance of the purchase price in immediately available funds at Closing. The closing agent for this transaction shall be Land Title and Escrow Inc., Burley, Idaho.

3. Earnest Money Nonrefundable: The Earnest Money shall be nonrefundable to Buyer in the event this Agreement is terminated through no fault of Sellers.

4. Due Diligence: Buyer shall be permitted a period of five (5) months following the complete execution of this Agreement to conduct such due diligence regarding the subject property as it deems appropriate in its sole discretion, including but not limited to water sampling and measurement, well testing, environmental assessment, title examination, and boundary examination. Sellers shall cooperate fully with Buyer regarding Buyer's due diligence, and shall deliver to Buyer, upon receipt of Buyer's written request, any documents in Buyer's possession or control relating to the subject property, including but not limited to surveys, title insurance policies, hazard insurance policies, title documents, reports of environmental assessments, property tax records, water right or permit records, well and pump records, leases, mortgages or deeds of trust, irrigation or utility bills or assessments, and easement or access documents. During the due diligence period, Buyer and its agents, contractors and consultants shall be permitted full access to the subject property for purposes of conducting due diligence activities, so long as such activities do not materially interfere with Sellers' operation of the subject property. Buyer may terminate this Agreement at any time prior to the expiration of the due diligence period if, in Buyer's sole discretion, it determines through its due diligence that the

subject property contains any defect or factor making purchase of the property inadvisable, by delivering written notice of termination to Sellers.

5. Closing: Closing of the purchase of the subject property shall occur on January 5, 2006, unless: (a) otherwise agreed in writing by the parties; (b) this Agreement is earlier terminated pursuant to the terms set forth herein; or (c) either party's closing obligation is deferred due to the failure of a condition precedent to that party's closing obligation, as set forth in paragraph 17, below. On or before the business day before Closing, Sellers shall deliver or cause to be delivered to the closing agent the following:

- (a) Sellers' Warranty Deed;
- (b) A good and sufficient assignment or other document conveying all of Sellers' beneficial right to the water rights, geothermal rights, mineral rights and rights of way to Buyer;
- (c) All information relating to this sale requested by the closing agent which the closing agent reasonably needs to close this sale.

On or before the business day before Closing, Buyer shall deliver or cause to be delivered to the closing agent the following:

- (a) All money which Buyer is required to pay to close this sale;
- (b) All information relating to this sale requested by the closing agent which the closing agent reasonably needs to close this sale.

6. Title and Seller's Deeds: Sellers represent and warrant that they hold fee title to the subject property. They shall convey marketable title free and clear of any lien or encumbrance, by Warranty Deed to Buyer, subject to:

- (a) All taxes herein expressly agreed to be paid by Buyer;

- (b) All irrigation charges herein expressly agreed to be paid by Buyer;
- (c) All reservations in patents or state grants or in the laws authorizing the issuance thereof;
- (d) The bonded debt of all taxing units;
- (e) Any taxes for local improvements not now completed;
- (f) All zoning requirements and restrictions imposed by any governmental unit;
- (f) All requirements and restrictions provided by any fire, building, plumbing, electrical, and other similar codes imposed by any governmental unit;
- (g) Any Permitted Exceptions, as set forth in paragraph 12, below; and
- (h) The Royalty provisions set forth in paragraph 9, below.

7. Sellers' Representations and Warranties: Sellers represent and warrant the following:

(a) They have the legal capacity to enter into this Agreement and to carry out the transaction contemplated herein. This Agreement has been duly and validly executed by Sellers and is the valid and binding legal obligation of both of them, enforceable against them in accordance with its terms.

(b) Sellers have not engaged in or permitted the manufacture, treatment, storage, use, generation, emission, release, discharge, refining, dumping or disposal of any toxic or hazardous substances, as those terms are defined in state or federal law, nor to Sellers' knowledge are any such substances presently deposited, stored, placed or otherwise located on, under, in or about the property, nor, to Sellers' knowledge, have any such substances migrated

from the property, nor, to Sellers' knowledge, have any such substances migrated from other properties upon, about or beneath the property.

(c) No environmental or waste enforcement, investigation, cleanup, removal, remediation or response actions have been asserted or threatened with respect to the property, operations conducted on the property, or against Sellers.

(d) To the knowledge of the Sellers, no violation or noncompliance with state or federal environmental laws has occurred with respect to the property or operations conducted thereon.

(e) No claims against Sellers with respect to the property or operations conducted thereon have been made or been threatened by any third party, nor, to Sellers' knowledge, does there exist any basis for any such claim.

(f) The rights of way, water rights and mineral rights, included as a part of the Property, are free and clear of any lien or encumbrance created by Sellers, and the water rights with respect to the subject property have not been abandoned or forfeited.

8. Buyer's Representations and Warranties: Buyer represents and warrants:

(a) Corporate Organization. Buyer is a corporation duly organized, validly existing and in good standing under the law of the State of Idaho.

(b) Authorization. Buyer has full corporate power and authority to enter into this Agreement and to carry out the transactions contemplated herein. The Board of Directors of Buyer has taken all action required by law, its articles or certificate of incorporation and bylaws or otherwise to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein. This Agreement is the valid and binding legal obligation of Buyer enforceable against it in accordance with its terms.

9. Reservation of Royalty. Sellers' conveyance to Buyer shall be subject to, and there shall be reserved to Sellers in the Sellers' Warranty Deed, a royalty equal to [REDACTED] [REDACTED] from the Energy Produced from the subject property, payable annually for the period ending December 31, with payment and accounting to Sellers to be made by January 30 of each following year, beginning January 30, 2006. The accounting to Sellers shall set forth: (a) the total thermal energy produced from the subject property; (b) its percentage of the total thermal energy delivered to the power generation plant from which electric power is generated by the use, in part, of the thermal energy produced from the subject property; and (c) the percentage and portion of Net Proceeds from said power generation plant attributable to the thermal energy produced from the subject property. The term "Net Proceeds" is defined as proceeds from the sale of generated electric power to a third party, independent of Buyer or Sellers, less deductions of the sum of all direct operating costs, financing costs, interest expense on capital, property taxes, franchise and other taxes, administration and marketing expenses and the depreciation of production wells, reinjection wells, monitoring wells, pipelines, all production facilities, power generation facilities,

electrical distribution equipment and power lines through to the sales delivery point. Depreciation shall be on a fifteen (15) year straight-line basis with asset capitalization in accordance with generally accepted accounting principles. Electric power is computed and paid for on the basis of kilowatt- hours ("Kw-h") and the royalty shall be calculated on a basis of cents per Kw-h. The terms "Hot Water", "Steam" and "Thermal Energy", collectively referred to as "Energy Produced," each shall mean natural geothermal water and/or steam, and shall also mean the natural heat of the earth and the energy present in, resulting from or created by, or which may be extracted from, the natural heat of the earth or the heat present below the surface of the earth, in whatever form such heat or energy naturally occurs.

10. Seller's Pivot Spinkler: Sellers shall retain ownership of the pivot sprinkler equipment installed on the subject property, and it may remain in place on the subject property, provided, that Buyer may make written demand upon Sellers to remove said equipment from the subject property, and upon receipt of such demand, Sellers shall remove said equipment from the subject property within sixty (60) days. In the event Buyer leases the surface of the subject property to a third party while said equipment remains on the subject property, Sellers shall be entitled to lease said equipment to such surface lessee on such terms as Sellers may negotiate.

11. Right of First Refusal for Agricultural Lease: Following Closing, Sellers shall have a right of first refusal regarding any lease by Buyer of the surface of the subject property for agricultural purposes, for a period of 2 years. During such term, Buyer shall notify Sellers in writing as soon as practicably possible of the terms of any proposed surface lease of the subject property for agricultural purposes. Within thirty (30) days of receipt of such notice, Sellers shall either: (a) enter into a surface lease of the subject property from Buyer, in writing, upon the same terms; or (b) notify Buyer in writing that it declines to enter into such a lease, in which case Buyer

shall be free to enter into such a lease with the third party offering such terms. Sellers' failure to respond within thirty (30) days of receipt of notice from Buyer of a proposed surface lease shall constitute a refusal to enter into such lease. Sellers' right of first refusal shall survive Closing and shall not be subject to merger.

12. Title Commitment and Title Insurance: Within thirty (30) days of complete execution of this Agreement, Sellers shall provide to Buyer a preliminary title insurance commitment setting forth all standard and special exceptions to or encumbrances upon Seller's title to the subject property. Within thirty (30) days of receipt of the preliminary title insurance commitment, Buyer shall notify Sellers in writing of any special exceptions to which Buyer objects. Any exception to which Buyer does not object shall be deemed a "Permitted Exception." Within thirty (30) days of receipt of Buyer's written objection, Sellers shall either: (a) notify Buyer in writing that the exceptions to which Buyer objected have been removed, concurrently providing documentation of such removal to Buyer; and/or (b) notify Buyer in writing of those exceptions which Seller will not cause to be removed. Failure by Sellers to so respond to Buyer's written objection shall be deemed to constitute notice that Seller will not remove the exceptions objected to by Buyer. Within thirty (30) days of receipt of such notice from Sellers, in the event all exceptions objected to by Buyer are not removed by Sellers, Buyer shall either: (a) notify Sellers that the Agreement is terminated, after which the parties shall have no further obligation to each other; or (b) notify Sellers of its intent to proceed with Closing, in which event the remaining unremoved exceptions shall be deemed Permitted Exceptions. Failure by Buyer to so respond to such notice from Sellers shall be deemed to constitute waiver of any remaining exceptions and intent to proceed with Closing. At the time Closing, Sellers shall furnish to Buyer, at Seller's expense, a policy of standard title insurance in the amount of the purchase price. Buyer may elect,

at its option, to pay the additional expense for an ALTA Extended Owner's Policy of Title Insurance.

13. Perfection of Sellers' Water Rights: Within fifteen (15) days of the complete execution of this Agreement, Sellers shall take all measures necessary to complete the final transfer to them of all water rights or permits for or relating to the subject property, including but not limited to IDWR recommended right numbers 43-120, 43-2167B, 43-2381, 43-2534B, and 43-10069, beneficially owned by Sellers but registered through IDWR to Thayne Mickelson and Laura Mickelson of Nibley, Utah.

14. Recording and Contract Preparation: Neither this Contract nor a memorandum hereof shall be recorded by the parties.

15. Liens and Encumbrances: Sellers shall not permit any lien or encumbrance to be placed against the property at any time following execution of this agreement.

16. Taxes, Water and Irrigation Charges: Real property taxes and assessments, and water and irrigation charges shall be prorated between the parties as of the date of Closing.

17. Conditions Precedent to Closing Obligations:

a. Buyer's Closing Obligation: Buyer's obligation to proceed with Closing is conditioned upon the occurrence of all of the following: (i) All of Sellers' representations and warranties set forth herein remaining true and accurate as of the date of closing; (ii) Sellers having performed and complied with all of Seller's obligations set forth herein; (iii) Sellers having deposited all documents and information with the closing agent necessary for Closing to be completed.

b. Sellers Closing Obligation: Sellers' obligation to proceed with Closing is conditioned upon the occurrence of all of the following: (i) All of Buyer's representations and

warranties set forth herein remaining true and accurate as of the date of closing; (ii) Buyer having performed and complied with all of Buyer's obligations set forth herein; (iii) Buyer having deposited all funds, documents and information with the closing agent necessary for Closing to be completed.

18. Default: In the event of default, the parties' remedies shall be exclusively as follows:

a. Sellers' Remedies: In the event of a default by Buyer hereunder, Seller may: (i) terminate this Agreement by written notice to Buyer, retaining the Earnest Money as liquidated damages, the parties agreeing that actual damages from Buyer's default would be difficult to ascertain and quantify, and that the Earnest Money constitutes a reasonable approximation of such damages and not a penalty; (ii) waive Buyer's default and proceed with Closing, in the event such default is of a type that would not foreclose or render impossible Closing; or (iii) commence suit against Buyer for specific performance of Buyer's purchase obligation hereunder.

b. Buyer's Remedies: In the event of default by Sellers hereunder, Buyer may: (i) terminate this Agreement by written notice to Sellers; (ii) waive Sellers' default and proceed with Closing, in the event such default is of a type that would not foreclose or render impossible Closing; or (iii) commence suit against Sellers for specific performance of Sellers' sale obligation hereunder.

19. Inurement: This contract shall bind and benefit the parties, their heirs, personal representatives and assigns.

20. Cooperation: The parties shall use their reasonable best efforts to cooperate and to undertake such acts as are necessary to the completion of this agreement, including executing necessary documents or obtaining necessary consents or approvals.

21. Real Estate Commission: No real estate commission shall be payable in connection with this agreement or the sale contemplated herein, and each of the parties warrants to the other that they will hold the other harmless from any claims for real estate commission claimed by any person allegedly employed or retained by such party.

22. Severability: If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

23. No Prior Agreements: This Agreement supersedes and cancels all prior agreements between the parties, and contains the entire agreement of the parties regarding the transaction contemplated by it. Neither party is relying upon any representation or warranty made by the other party not expressly contained herein.

24. Risk of Loss: The risk of loss with respect to the property shall pass to Buyer upon Closing. Should the improvements on the property be damaged or destroyed by fire or other casualty prior to Closing, Buyer, at Buyer's sole option, may elect either (i) to terminate Buyer's obligation to purchase the property by giving written notice to Sellers; or (ii) to complete the purchase of the property with the purchase price being reduced by an amount equal to the fair market value of the improvements (or portion thereof) damaged or destroyed.

25. No Waiver: No failure by either party to enforce any right or remedy available

under this agreement or at law or equity shall constitute a waiver of any other right or remedy available to such party, or a waiver of any term of this agreement.

26. Survival of Warranties: All representations, warranties and covenants of Sellers set forth in this agreement shall survive the closing of the purchase of the property by Buyer, and shall survive the recording of the Sellers' Warranty Deed.

27. No Partnership or Agency: The relationship of the parties to this agreement is solely one of seller and purchaser. The parties do not intend to create, and there shall not be created by this agreement or the parties' conduct pursuant to this agreement, any partnership or relationship of principal and agent.

28. Idaho Law: This agreement shall be interpreted, construed and enforced according to the laws of the State of Idaho.

29. Amendment in Writing: This agreement may be amended only by writing signed by all of the parties hereto.

30. Time of the Essence. Time is of the essence to this agreement.

31. Closing and Other Costs: Except as otherwise provided in this agreement, the parties shall share equally the fees of the closing agent and any recording fees, tax service fees, flood tracking fees or flood certificate fees.

IN WITNESS WHEREOF, the parties have hereunto set their hands the date and year first above written.

SELLERS:

William C. Wilcock
William C. Wilcock

Sandra Wilcock
Sandra Wilcock

BUYER:

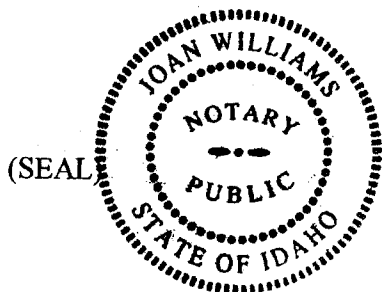
U.S. Geothermal, Inc.

By Douglas J. Glape
Its COO

STATE OF IDAHO)
 : ss.
County of ONEIDA)

On this 12th day of August, 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared William C. Wilcock and Sandra Wilcock, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Joan Williams
Notary Public for Idaho
Residing at Malad City, ID
My Commission Expires: 5-6-09

STATE OF IDAHO)
 : ss.
County of Ada)

On this 9th day of August, 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Douglas J. Glaspey, known or identified to me to be the Chief Operating Officer of U.S. Geothermal, Inc., an Idaho corporation who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that he executed the same on behalf of said corporation.

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

(SEAL)

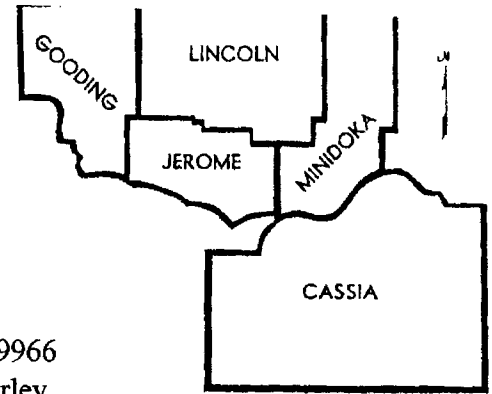


Amy Mitchell
Notary Public for Idaho
Residing at Bonanza, Idaho
My Commission Expires: 7/29/2010

ATTACHMENT D
DEED TO PROPOSED PLACE OF USE

Land Title and Escrow, Inc.

A FULL SERVICE TITLE COMPANY



REFER TO: #39966

OFFICE: Burley

April 6, 2005

U. S. Geothermal Inc.
1509 Tyrell Lane, Suite B
Boise, ID 83706
ATTN: Doug Glaspey

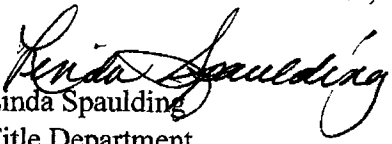
RE: Return of Document

In connection with the above referred to matter, please find enclosed the following:

[X] Original Consent Resolution of The Directors of Elena Corporation

It has been a pleasure serving you in this regard. If we can be of assistance to you in the future, please let us know.

LAND TITLE AND ESCROW, INC.


Linda Spaulding
Title Department

enc

CONSENT RESOLUTION OF THE DIRECTORS OF
ELENA CORPORATION
(The "Company")

The following resolution was consented to and adopted in writing by the undersigned, being all Directors of the Company as of the 21st Day of January 2005.

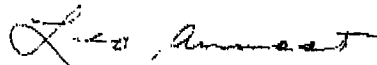
I

RESOLVED that the Company agrees with and accepts the terms and conditions of the agreement to sell the Bridge Property to U.S. Geothermal Inc. dated January 7, 2005 (Agreement).

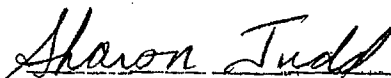
II

RESOLVED that James Annest, President, is authorized to execute all documents relating to the U.S. Geothermal Inc. Agreement on behalf of the Company.


James Annest, President & Director

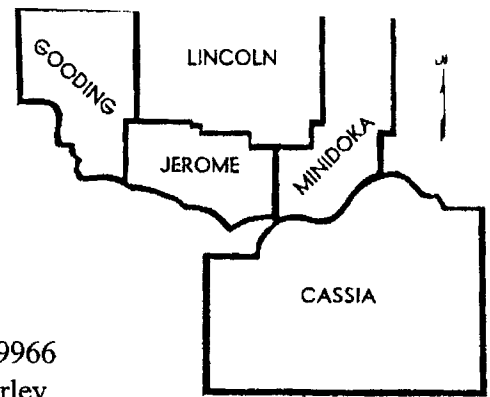

, Director

CORPORATE
SEAL


Corporate Secretary

Land Title and Escrow, Inc.

A FULL SERVICE TITLE COMPANY



REFER TO: #39966
OFFICE: Burley

April 5, 2005

U. S. Geothermal Inc.
1509 Tyrell Lane, Suite B
Boise, ID 83706
ATTN: Doug Glaspey

RE: Purchase of property from Elena Corporation

In connection with the above referred to matter, please find enclosed the following:

- ☒ **Final Billing - Recording of Corporate Warranty Deed**
- ☒ **Original Title Insurance Policy No. J 1932451**
- ☐ **Original Lenders Insurance Policy No.**
- ☒ **Original Corporate Warranty Deed #301277**
- ☐ **Original Quitclaim Deed**
- ☐ **Original Deed of Trust**
- ☐ **Original Mortgage**

It has been a pleasure serving you in this regard. If we can be of assistance to you in the future, please let us know.

LAND TITLE AND ESCROW, INC.

Linda Spaulding
Linda Spaulding
Title Department

enc

39266

301277

CORPORATE WARRANTY DEED

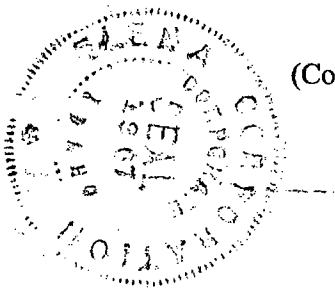
ELENA CORPORATION, a corporation organized and existing under the laws of the State of Idaho, with its principal office located at 1742 Overland Ave. , Burley, Cassia Co., Idaho, the grantor, herein, does hereby CONVEY, GRANT, AND WARRANTS to U.S. GEOTHERMAL INC, a corporation duly licensed to do business in the State of Idaho, under the laws Idaho, , with its principal office within the State of Idaho , located at 1509 Tyrell Lane, Suite B. Boise, Idaho, 83706, the Grantee herein, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, received, Pursuant to the terms of an agreement in writing dated the 7th Day of January 2004, which agreement is incorporated by reference in it's entirety herein, the following described tract of land located and situated in the County of Cassia, State of Idaho , to-wit:

TOWNSHIP 15 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN:

Section 23: W1/2 SE ¼; W1/2 NE1/4 SE ¼, consisting of 100 acres more or less. (including mineral rights and geothermal rights, where applicable, and all other improvements and water rights, if any, SAVE ,EXCEPTING AND RESERVING TO GRANTOR, ITS SUCCESSORS OR ASSIGNS, all oil and natural gas rights, appurtenant to, or in anywise belonging to said described property.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized and under a resolution duly adopted by the board of directors of the GRANTOR at a lawful meeting duly held and conducted by a quorum .

IN WITNESSS WHEREOF, the grantor has caused it's corporate name and seal to hereunto affixed by its duly authorized officers this 16 th day of March 2005.



(Corporate Seal)

ELENA CORPORATION

By

President

Attest

Secretary

301277

CASSIA COUNTY, IDAHO

LARRY A. MICKELSEN

RECORDER

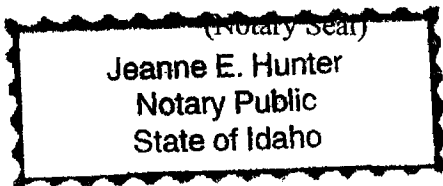
FEE 600 DEPUTY

2005 MAR 31 AM 10 38

RECORDED AT THE REQUEST OF
CANDY TITLE & ESCROW

STATE OF IDAHO)
)
County of Cassia) ss.

On the 16th day of March, 2005, Personally appeared before me JAMES ANNEST, and SHARON JUDD, who being by me duly sworn did say, each for himself, or, herself, that he, the said JAMES ANNEST, is the president and that she, the said SHARON JUDD, is the secretary of ELENA CORPORATION, a corporation licensed under the law of the State of Idaho, and that the within and forgoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said JAMES ANNEST, and, SHARON JUDD, each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Jeanne Hunter
Notary Public for Idaho

My Residence is *Burley Idaho*
My Commission expires *6/25/2010*