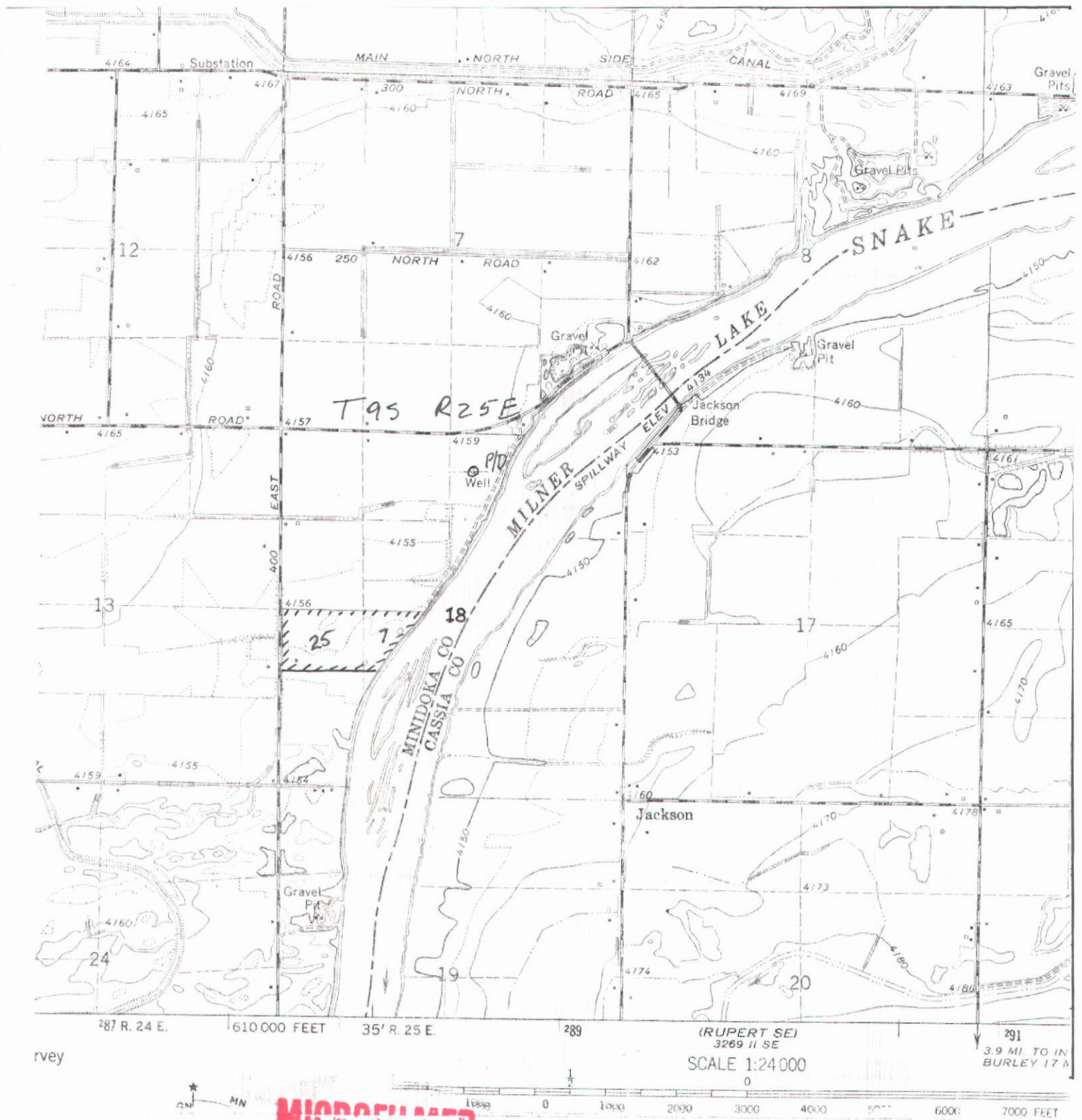


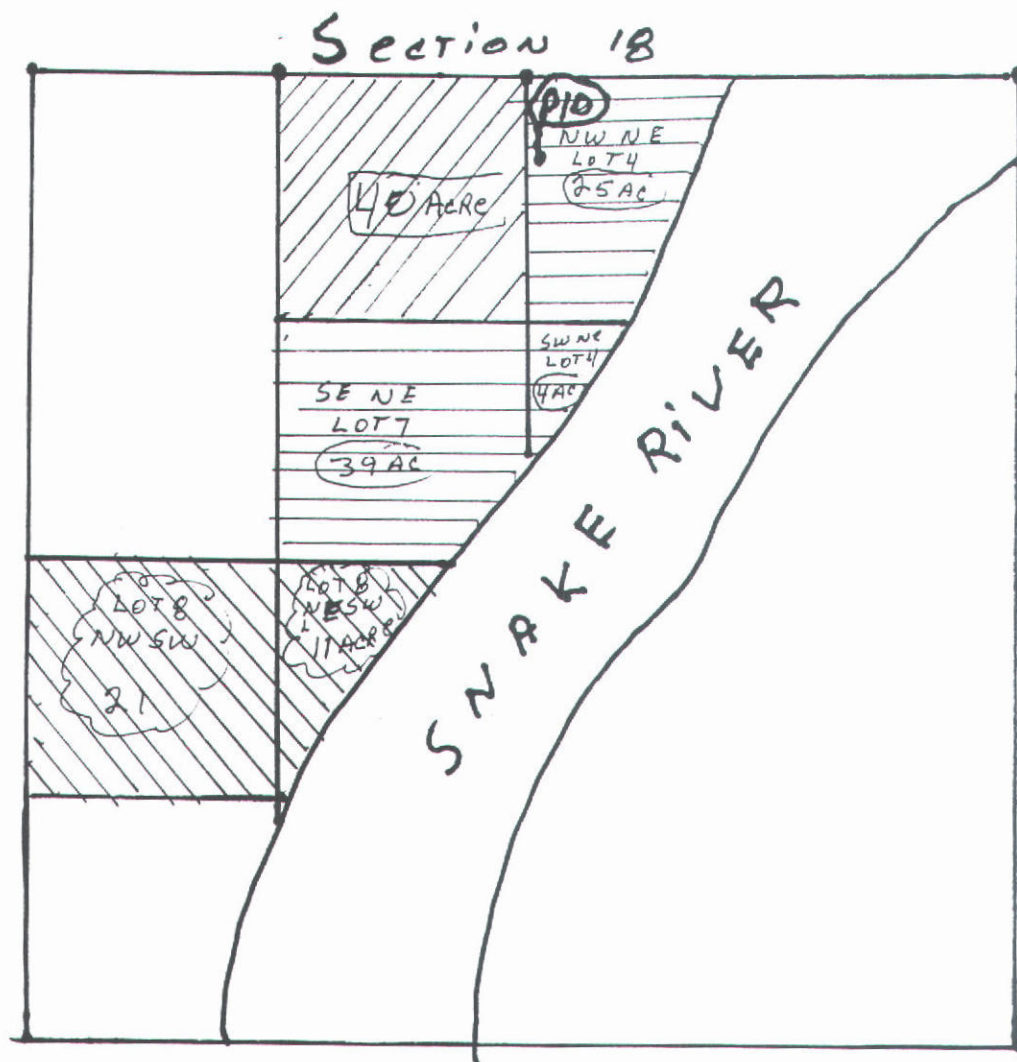
13. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



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.

JUN 13 1989

Russell V. Patterson Vice Pres
(Applicant)
Patterson Farms of Idaho Inc.



These OVERLAPPING WATER RIGHTS ARE ALL DIVERTED OUT OF THE SAME P/D.



is a combination of WATER Right #36-02733 & #36-0290.



WATER Right #36-08226

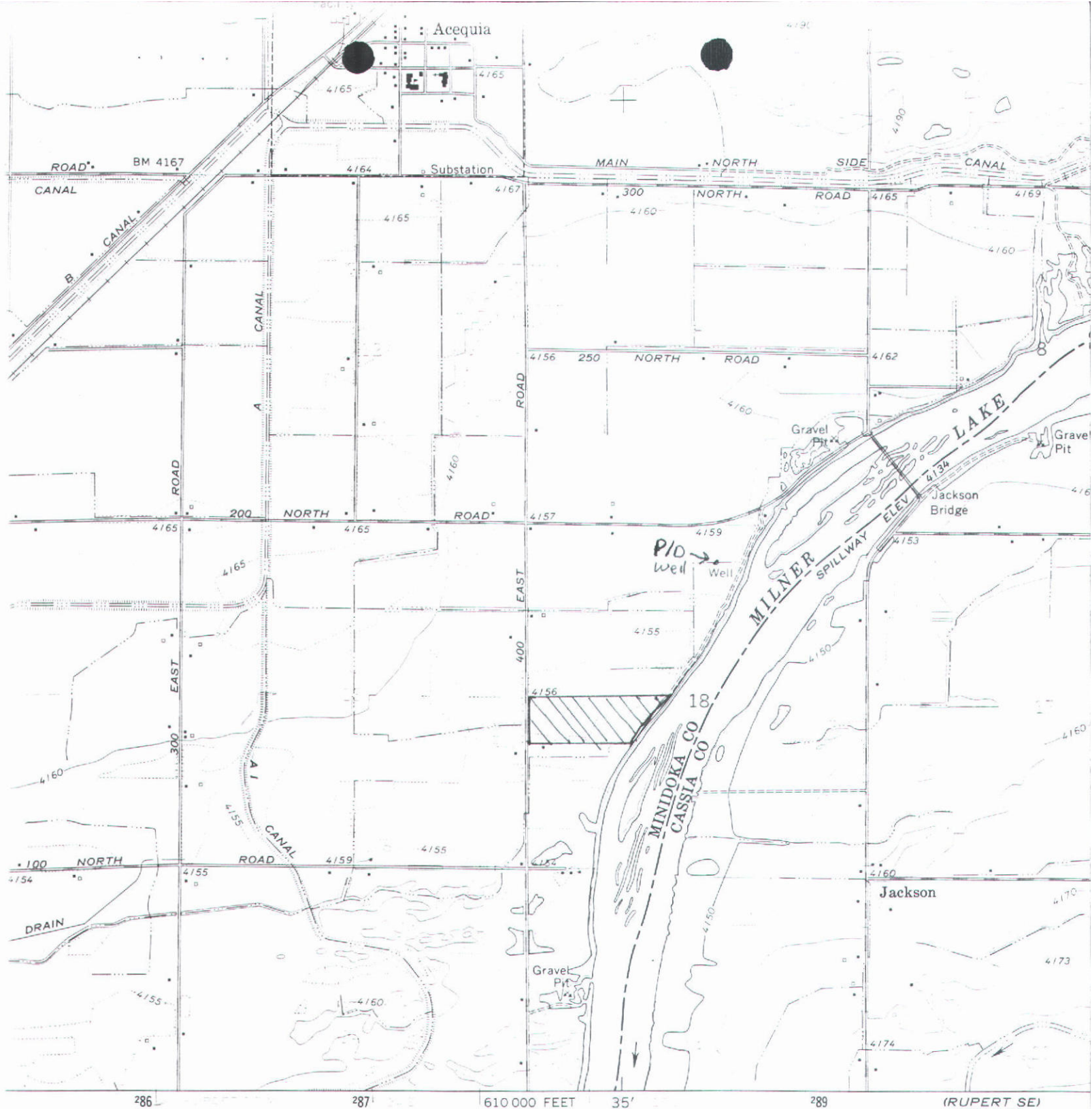


WATER Right #36-08288

MICROFILM

SEP 03 2002

* PLEASE NOTE: All lands ARE COVERED BY 01-00008 (minisoka IRRIGATION DISTRICT WATER), BUT NONE OF THIS WATER IS USED BECAUSE IT CAN'T ENTER THE SYSTEM.



and published by the Geological Survey

and USC&GS

Photogrammetric methods from aerial
in 1962 and planetable surveys 1964

on. 1927 North American datum
based on Idaho coordinate system,

Universal Transverse Mercator grid ticks,
in blue

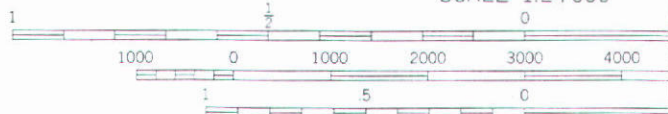
Lines indicate selected fence lines

UTM GRID AND 1964 MAGNETIC NORTH
DECLINATION AT CENTER OF SHEET



MICROFILM

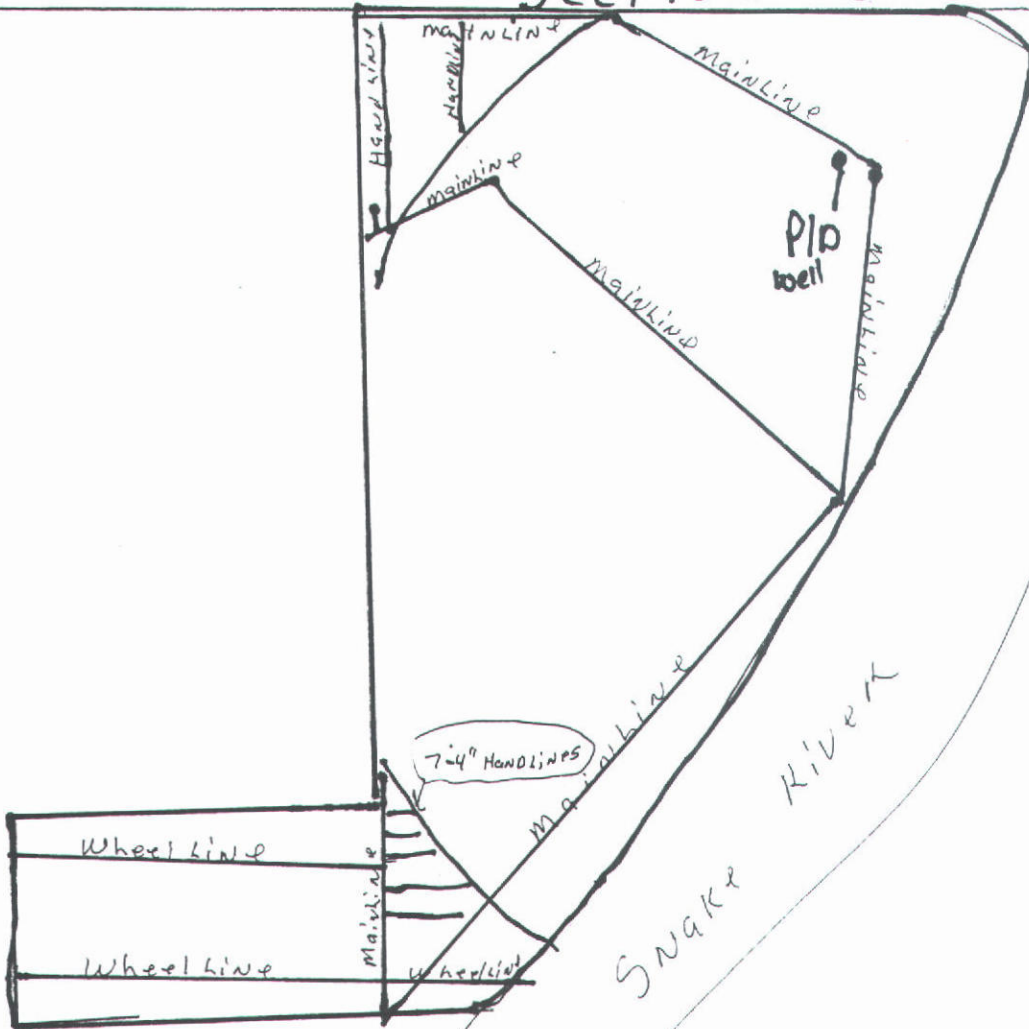
14N 03 2002



CONTOUR INTERVAL 10 FEET
DOTTED LINES REPRESENT 5-FOOT
DATUM IS MEAN SEA LEVEL

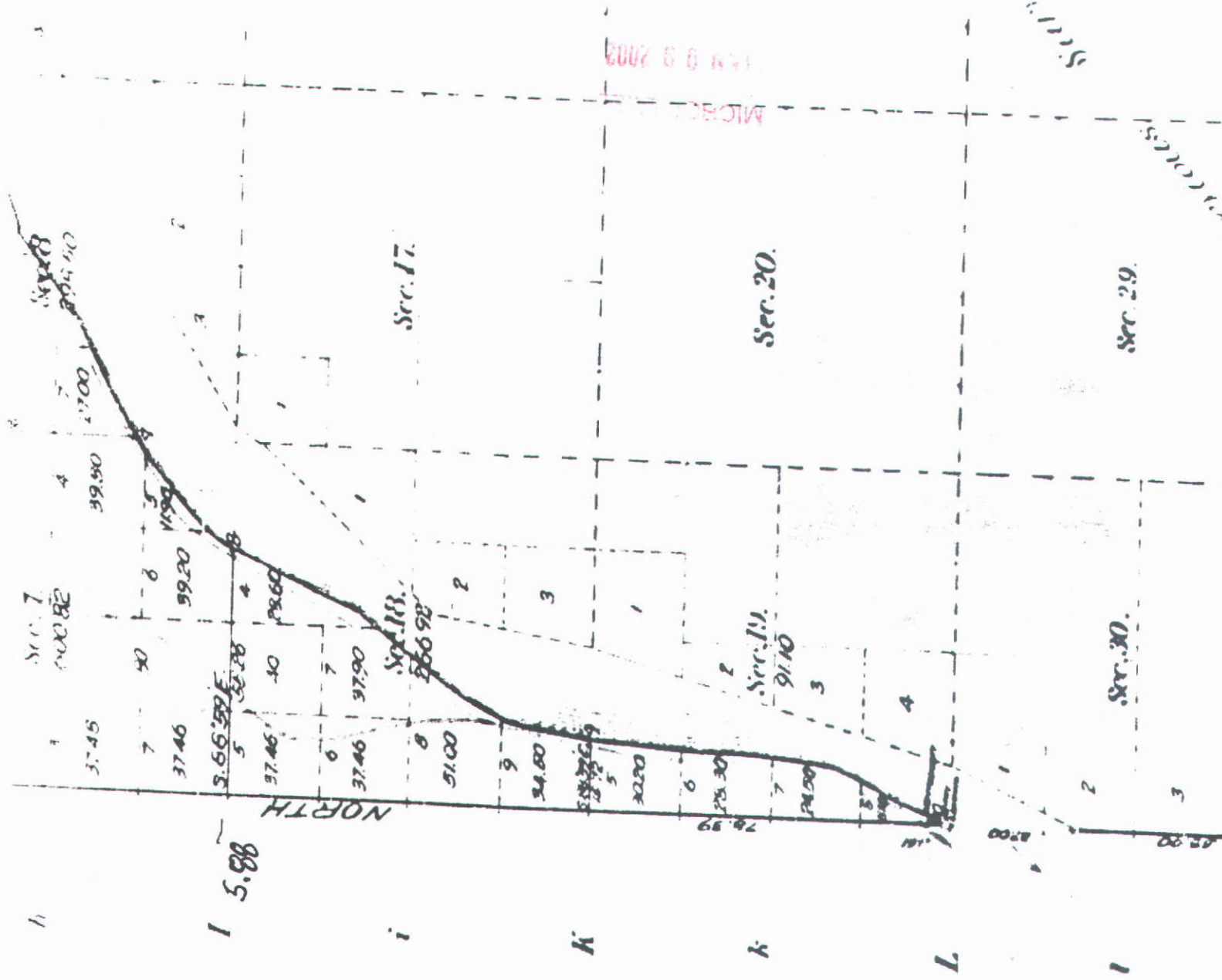
THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY
FOR SALE BY U.S. GEOLOGICAL SURVEY, DENVER, COLORADO
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS

SECTION 18

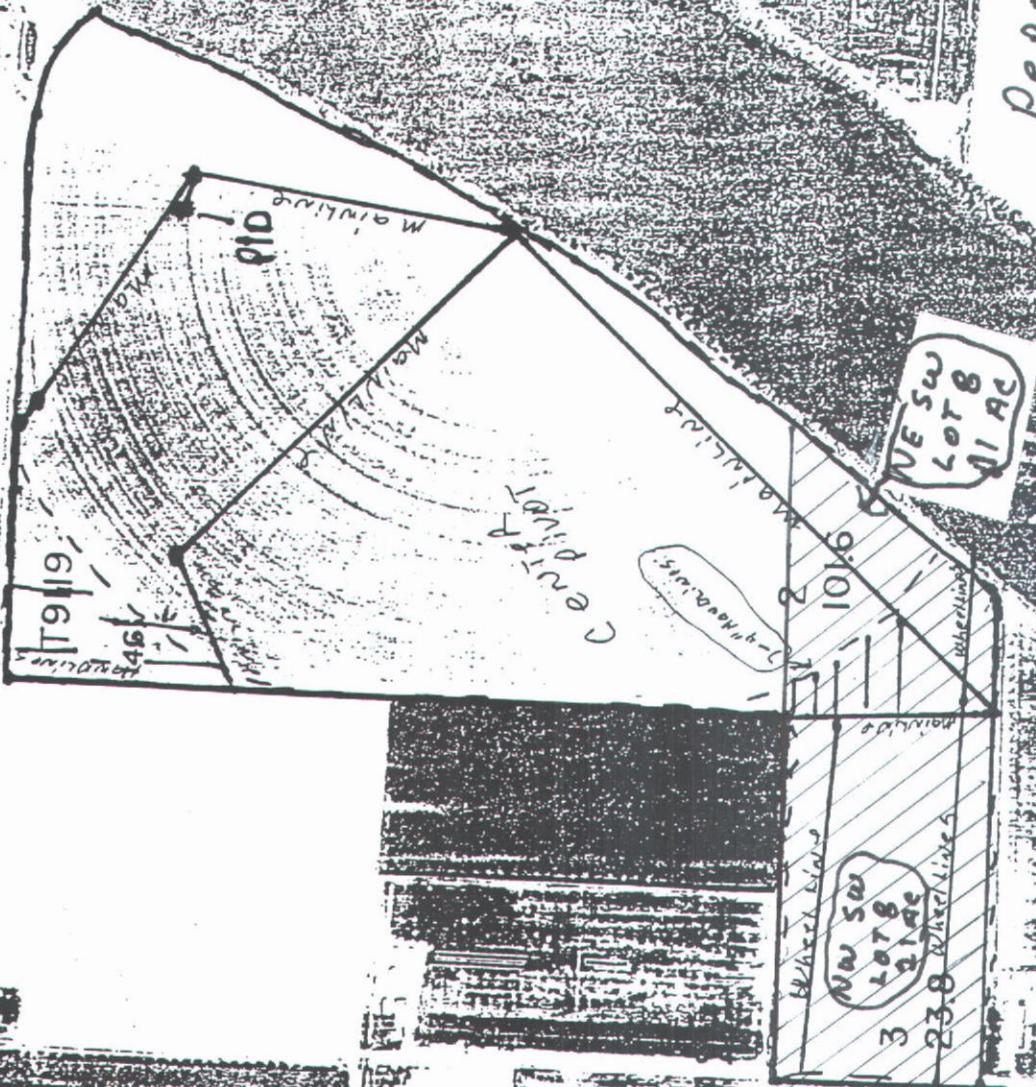


MICROFILM
JAN 09 2012

Diversion works



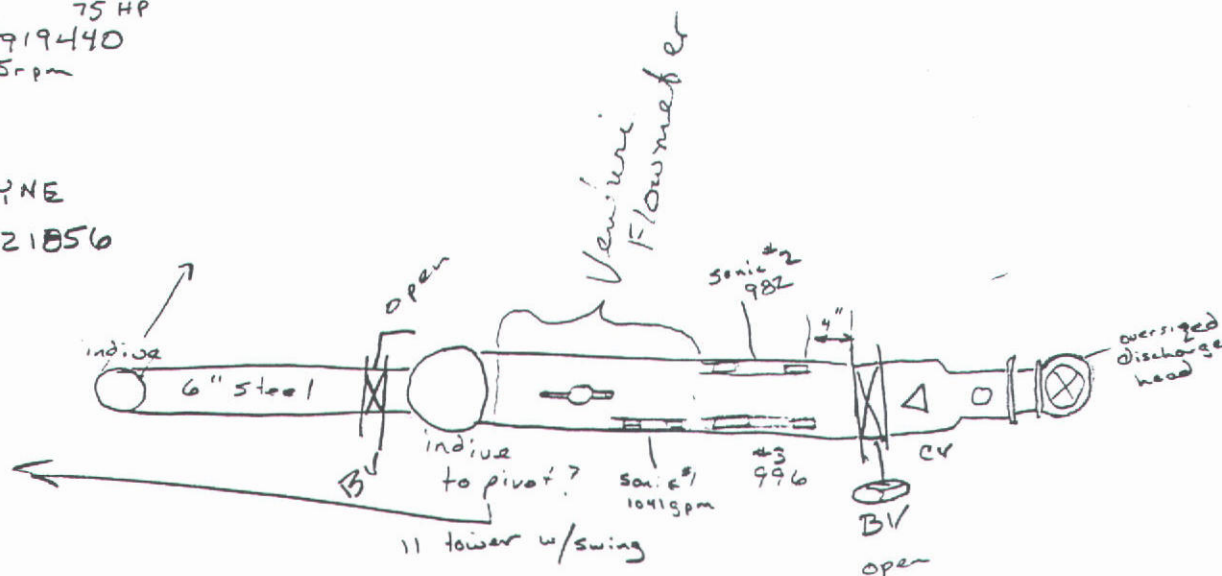
PERMIT 36-08288
Place of Use
ACRES



Sketch and or photograph of installation:

MOTOR
GE 75 HP
J57919440
1775 rpm

Pump
LAYNE
SN 21856



Comments:

Checked 8" SLV shut venturi. Sonic not in very good location but readings at 3 locations were only 6% different. Aug = 1006 sonic 1017 SLV

Owner's meter working well at this flow rate. Flow not adjusted.

I certify that the above information is true and correct to the best of my knowledge and ability and the measurements taken and recorded are in accordance with the standards and specifications of the equipment used.

Signature Scott King
(person performing measurements)

Date 9/10/96

For Department Use Only

Received by _____

Date _____

Reviewed by _____

Date _____

Data Entry by _____

Date _____

MICROFILM
JAN 09 2002

not
with
pole

Loc 1
137000 - 31597 - 2 21.67 = 11681



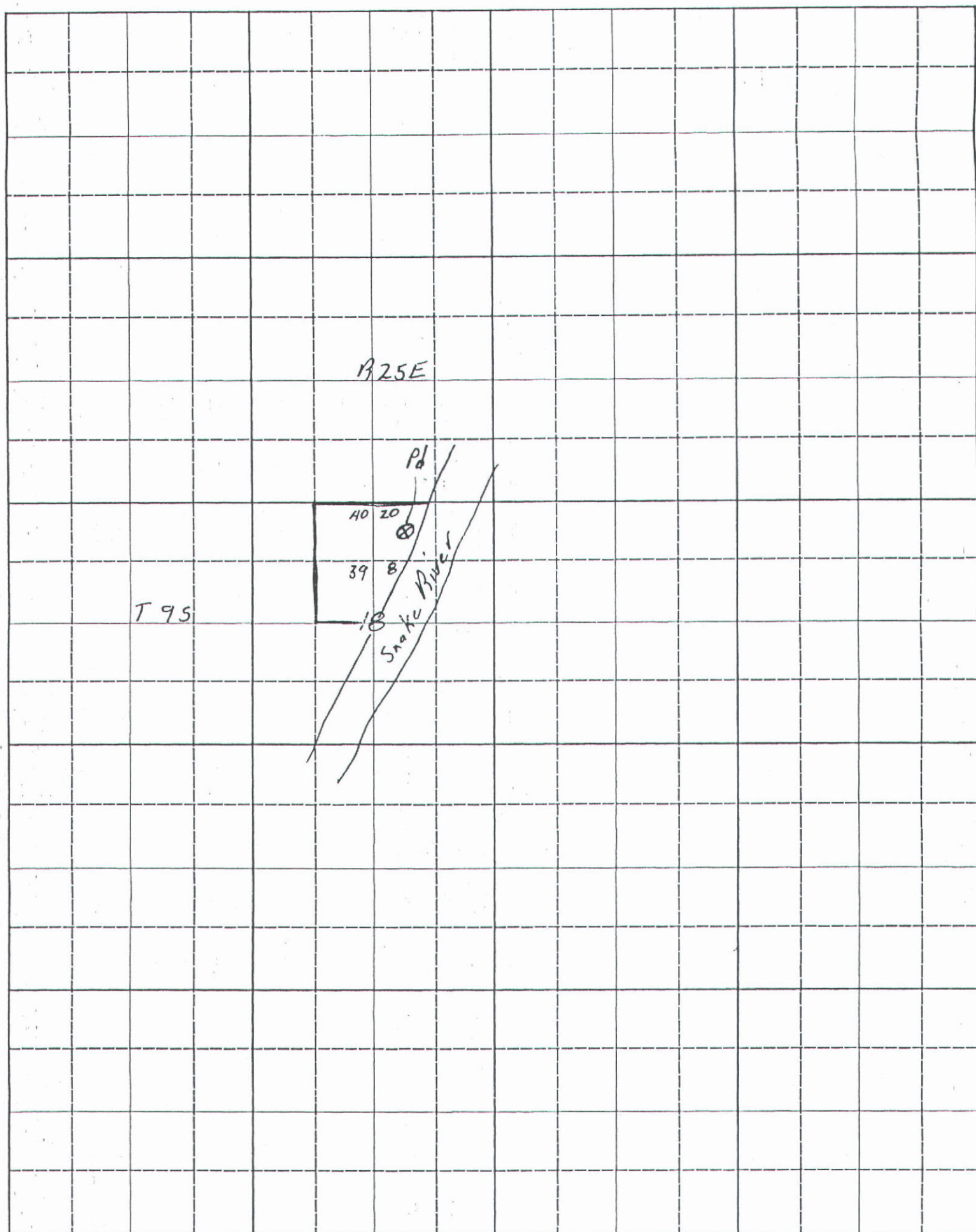
This is the well FORT this permit

The main line comes out of the well and then splits, one line heads north west to irrigate the corner of the center pivot while the other travels south west to the center pivot.

MICHIGAN

JAN 09 2002

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.

RECORDED

AUG 21 1989

Patterson Farms of Idaho, Inc.
Russell Patterson V.P.
(Applicant)

RECORDED

JUN 25 1992

State of Idaho
Department of Water Resources
Water Right License

WATER RIGHT NO. 36-08288

Priority: July 21, 1985

Maximum Diversion Rate: 0.58 CFS
Maximum Diversion Volume: 116.0 AF

It is hereby certified that W H SHILLINGTON
PO BOX 535
RUPERT ID 83350 has complied with the terms and
conditions of the permit, issued pursuant to Application for Permit dated June 28, 1985; and has
submitted Proof of Beneficial Use on June 26, 1992. An examination indicates that the works have a
diversion capacity of 2.24 cfs of water from:

SOURCE

GROUND WATER

and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL DIVERSION VOLUME</u>
IRRIGATION	03/15 to 11/15	0.58 CFS	116.0 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER L4 NW¼NW¼NE¼ Sec. 18, Twp 09S, Rge 25E, B.M. MINIDOKA County

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09S 25E 18									10.0	19.0							29.0
									L8	L8							

Total Acres: 29

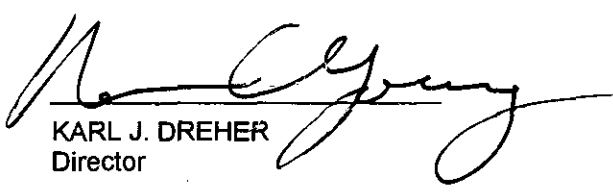
CONDITIONS OF APPROVAL

1. Rights 36-2733, 36-2902, and 36-8226 are also diverted through the point(s) of diversion described above.
2. Rights 36-2733, 36-2902, 36-8226, and 36-8288 when combined shall not exceed a total diversion rate of 2.24 cfs.
3. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. The water right confirmed by this license is subject to all prior water rights and shall be used in accordance with Idaho law and applicable rules of the Department of Water Resources.

Signed and sealed this 31st day of DECEMBER 2001.

MICROFILMED
JAN 09 2002


KARL J. DREHER
Director

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF PERMIT NO. 36-08288

IN THE NAME OF W.H. SHILLINGTON

)
) ORDER OF
) REINSTATEMENT
)

WHEREAS, the Department issued the above-captioned permit with the condition that proof of construction of works and application of water to beneficial use (proof of beneficial use) be submitted on or before June 1, 1992; and,

WHEREAS, the Department notified the permit holder by certified mail that proof was due and instructed the permit holder of the steps to be taken to submit the proof of beneficial use; and,

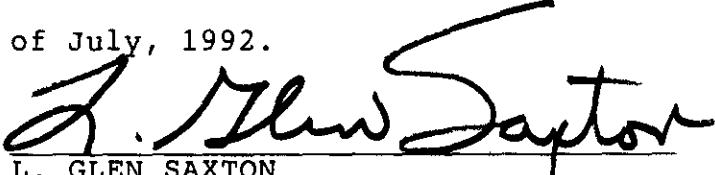
WHEREAS, the Department notified the permit holder that the permit had lapsed for failure to submit the proof of beneficial use; and,

WHEREAS, Section 42-218a of the Idaho Code provides that a permit may be reinstated upon a showing of reasonable cause within sixty days of the date of the notice of lapsing; and,

WHEREAS, the permit holder has provided a reasonable showing why the permit should be reinstated by submitting proof of beneficial use on June 26, 1992;

IT IS, THEREFORE, HEREBY ORDERED that Permit No. 36-08288 be REINSTATED with an advance in priority to July 21, 1985.

Dated this 2nd day of July, 1992.


L. GLEN SAXTON
Chief, Water Allocation Bureau

JUL 23 1992

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE
STATE OF IDAHO

IN THE MATTER OF CHANGING THE)
FLOW MEASUREMENT PORT OR)
MEASURING DEVICE CONDITION) ORDER
OF APPROVAL FOR PERMIT NO.)
35-08288 IN THE NAME OF)
W.H. SHILLINGTON)

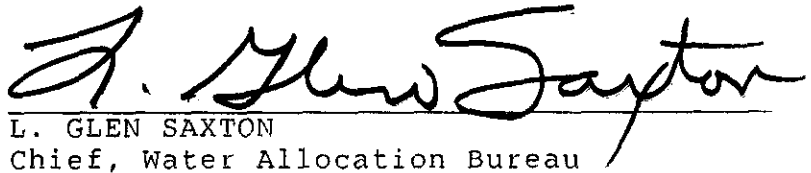
WHEREAS, the Department of Water Resources (department) has issued the above captioned water right permit with a condition of approval requiring the permit holder to install a flow measurement port or other device to facilitate the measurement and determination of the rate of diversion by the department; and

WHEREAS, the department has determined that the rate of diversion for certain ground water uses can be estimated by the department without the use of an installed flow measurement port; and,

WHEREAS, the department has determined that the rate of flow for the above captioned permit can be estimated without the use of a flow measurement port;

IT IS THEREFORE, hereby ordered that the condition of approval requiring the installation of a flow measurement port or other device for the above captioned permit is REMOVED.

Dated this 1st day of July, 1992.


L. GLEN SAXTON
Chief, Water Allocation Bureau

MICROFILMED

JUL 23 1992

RECEIVED
JUN 26 1992

Department of Water Resources

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

OFFICE USE ONLY
Amt. of Fee \$ 100.00
Date 6-26-92
Receipt No. 0024704
Receipt by [Signature]

PROOF OF BENEFICIAL USE

The Idaho Department of Water Resources considers this form a statement that the permit holder(s) has/have completed all development that will occur under this permit and that water has been applied according to the provisions of the permit for the beneficial use(s) described below. This form must be accompanied by a license examination fee, when necessary, or a completed field examination report prepared by a certified water right examiner who has been appointed by the department.

1. Permit No. 36-8288 Telephone No. (208) 436-4255 or 436-6761
2. Name(s) of Permit Holder(s): W. H. Shillington, Assignee of Patterson Farms of Idaho
3. Mailing Address: P. O. Box 535, Rupert, Idaho 83350
4. Source of Water: Ground water

If **GROUNDWATER**, Well Driller's Name: Unknown Date Drilled: Prior to 1950

OPTIONAL:

Pump horsepower: 75 hp. Pressure (psi): 70 Dynamic pumping level (ft.): 80 ft

5. Extent of Use (as authorized by the permit):

Domestic _____ (No. of households) Stockwater _____ (No. and type of stock)

Irrigation 32 (No. of acres) Other _____

6. Total rate and/or volume for which proof is submitted .64 cfs OR _____ acre/feet

7. Refer to the approval conditions on your permit and respond accordingly:

Measuring device: Required? _____ Yes X No Installed? _____ Yes _____ No

OR

Flow Measurement Port: Required? X Yes _____ No Installed? _____ Yes X No

8. Fee Enclosed: \$ \$100.00 (See License Fee Schedule on back of Instruction Sheet)
9. Person to contact to accompany the Department representative during field examination of the water system.

W. H. Shillington (208) 436-4255 or 436-6761
Name Telephone No.

P. O. Box 535 Rupert, Idaho 83350
Address

10. The above information is my true statement of the extent to which the above ~~numbered~~ permit has been developed and I relinquish any undeveloped portion of the permit to the state of Idaho.

JUL 23 1992

June 23, 1992
Date

W. H. Shillington
Signature (and title, if on behalf of a company or organization)

WATER RIGHT SUMMARY

ACTION	RIGHT NO.	NAME	AMOUNT CFS
Original Application	36-08288	Patterson Farms of Idaho	0.64
Full Assignment	36-08288	W H Shillington	0.64

RECEIVED
JUN 25 1992

RECEIVED
JUN 8 1992

State of Idaho

Department of Water Resources

Department of Water Resources

ASSIGNMENT OF PERMIT

I, Patterson Farms of Idaho, hereby assign to W.H. Shillington
of Box 535 Rupert, Idaho 83350
Address

All my right, title, and interest in and to Permit No. 86-8226
76-8288
to appropriate the public waters of the State of Idaho.

The following described portion of my right, title, and interest in and
to Permit No. _____ to appropriate the public waters of the
State of Idaho.

(Describe that portion of the permit being assigned by listing the acreage
within each 40 acre subdivision, the point of diversion and the amount of
water in cubic feet per second for direct diversion, or acre feet for storage)

Made this 22 day of May, 19 92.

Patterson Farms of Idaho, Inc.

Harlene Patterson
Permit Holder

President

Spouse of Permit Holder

State of Idaho)

County of Minidoka) ss

On this 22nd day of May, 19 92, personally
appeared before me the signer(s) of the above instrument, who duly acknowledged
to me that he (she) (they) executed the same.

s e a l

James W. Shillington
Notary Public residing at

Rupert, Idaho

My commission expires:

9-1-92

RECORDED
JUN 25 1992

RECEIVED

MAY 29 1990

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

For Office Use Only
\$15 FEE Received by IC
Date 5/29/90
Receipt # 5012355

REQUEST FOR EXTENSION OF TIME

Department of Water Resources
Southern Region Office

To provide additional time in which to submit proof
of beneficial use for a water right permit

The Idaho Department of Water Resources will consider this form as a request that the permit holder(s) be granted an additional period of time in which to complete development of a water right under the provisions of Section 42-204, Idaho Code.

Permit No. 36-08288

Name(s) of Permit Holder: Patterson Farms of Idaho, Inc

Post Office Address: RT #1, Box 1272, Paul, Id. 83347

Telephone No. 208-438-4800

Date Proof is Due: June 1, 1990

Describe what work has been completed toward the development of this water right:
(This must be filled out! If no work has been completed, show "none".)

The well has been drilled and system has been put on Farm Temporarily.

Costing \$ 50,000+

The permit holder(s) has been unable to complete the remainder of the work for the following reasons:

We are unable to continue as the permit may need to be amended and moved to another piece of property.

Permit holder(s) request an extension to June 1, 1995.
(yr. minimum)

Patterson Farms of Id. Inc
by Russell V. Patterson V.P.
(Signature)*

FEE: \$15.00

*IF OTHER THAN PERMIT HOLDER,
POWER OF ATTORNEY MUST BE SUPPLIED.

JUN 19 1990

ACTION OF THE DEPARTMENT OF WATER RESOURCES

IT IS HEREBY ORDERED that the above request for extension of time be APPROVED and the time within which to submit proof of beneficial use is extended to June 1, 1992.

Signed this 7th day of June, 19 90.

J. Glen Saylor
Chief, Water Allocation Bureau

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

Ident. No. 36-8288

APPROVED

To appropriate the public waters of the State of Idaho

1. Name of applicant Patterson Farms of Idaho Inc Phone 438-4800

Post office address Rt1, Box 1272, Paul, Id 83347

2. Source of water supply Groundwater which is a tributary of _____

3. Location of point of diversion is NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$, Govt. Lot 4

Sec. 18 Township 9S Range 25E B.M. Minidoka County; additional

points of diversion if any: _____

4. Water will be used for the following purposes:

Amount 0.64 for irrigation purposes from 3/15 to 11/15 (both dates inclusive)
(cfs or acre-feet per annum)

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

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

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

5. Total quantity to be appropriated is (a) 0.64 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,
& sprinkler system

b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total
reservoir capacity _____ acre-feet; period of year when water will be diverted to storage:
_____ to _____ inclusive.

c. Proposed well diameter is 24 inches; proposed depth of well is 100 feet.

d. Is ground water with a temperature of greater than 90°F being sought? NO

7. Time required for the completion of the works and application of the water to the proposed beneficial use is
1 years (minimum 1 year).

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JUN 13 1989

8. Description of proposed uses (if irrigation only, go to item 9):

- Hydropower; show total feet of head and proposed capacity in KW. _____
- Stockwatering; list number and kind of livestock. _____
- Municipal; show name of municipality. _____
- Domestic; show number of households. _____
- Other; describe fully. _____

9. Description of place of use:

- If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- If water is used for other purposes, place a symbol of the use (example: *D* for *Domestic*) in the corresponding place of use below. See instructions for standard symbols.

TWP	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
9S	25E	18									Lot 8 7 25								32

Total number of acres to be irrigated 32

10. Describe any other water rights used for the same purposes as described above. None

11. a. Who owns the property at the point of diversion? Applicant

b. Who owns the land to be irrigated or place of use? 11

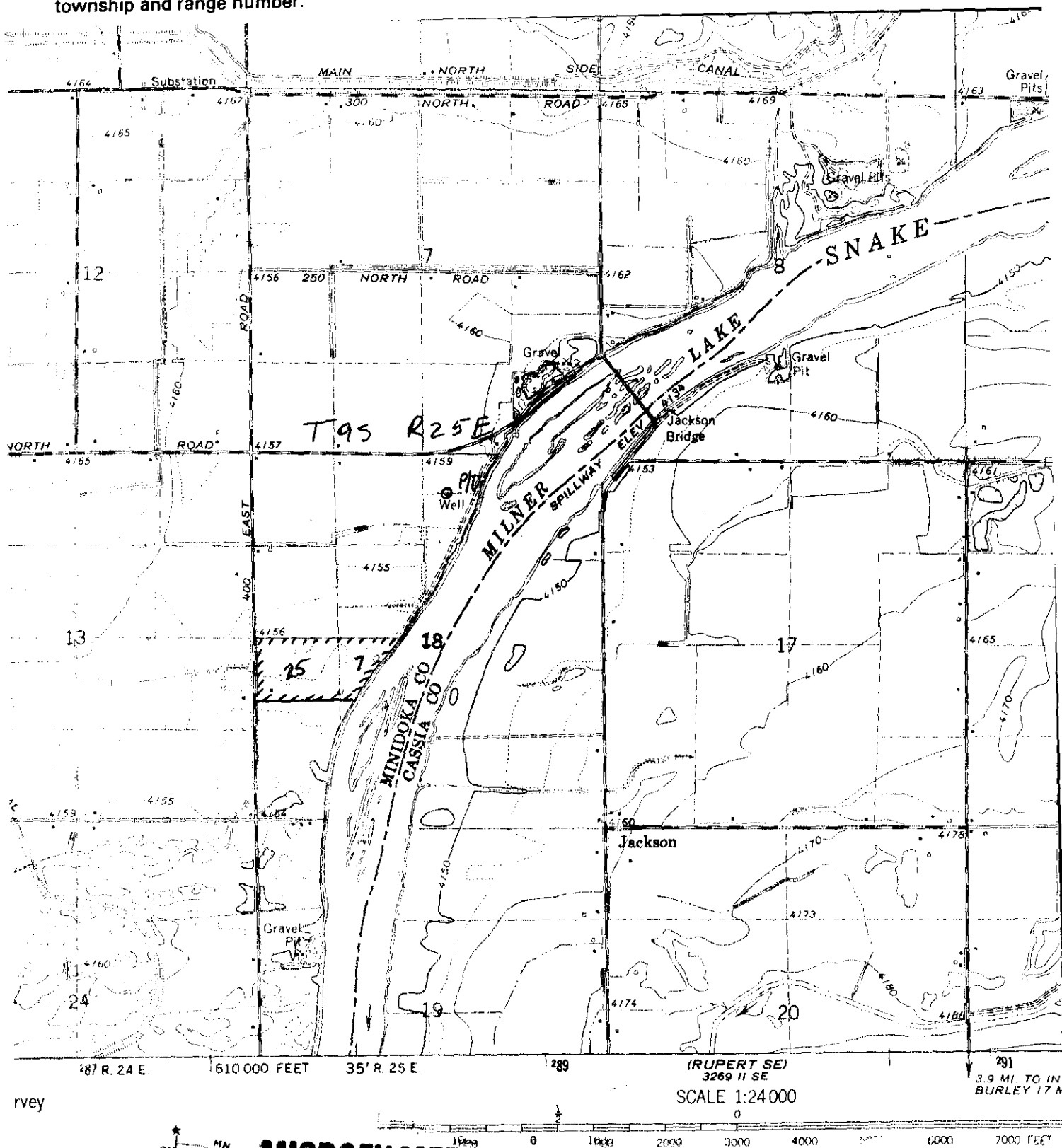
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing. _____

12. Remarks: These lands are irrigated under the same system as 36-8226. The land was irrigated during the 1984 irrigation season

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JUN 13 1989

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



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.

JUN 13 1989

Russell V. Patterson Vice Pres
(Applicant)
Patterson Farms of Idaho Inc.

Proposed Priority 6/28/85
Received by [Signature] Date 6/28/85 Time 12:15 Preliminary check by [Signature]
Fee \$ 45.00 Receipted by [Signature] # 36650 Date 6/28/85
Publication prepared by [Signature] Date 2/6/89 Published in South Idaho Press
Publication approved M. Baldwin Date 3/3/89
2/16 @ 2/23/89

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 36-8288, 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 June 1, 19 90.

c. The rate of diversion, if water is to be used for irrigation under this permit, when combined with all other water rights for the same land shall not exceed 0.02 cubic feet per second for each acre of land.

d. The water right acquired under this permit if for hydropower purposes shall be junior and subordinate to all rights to the use of water, other than hydropower, within the State of Idaho that are initiated later in time than the priority of this permit and shall not give rise to any right or claim against any future rights to the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this permit.

e. Other: Permit holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.

Prior to the diversion of water under this permit a flow measurement port or other device as specified by the Department shall be installed to provide for the installation of measuring equipment and the determination of the rate of diversion by the Department.

Witness my hand this 9th day of May, 1989.

[Signature]

MICROFILMED

JUN 13 1989

SOUTH IDAHO PRESS
BURLEY, IDAHO

AFFIDAVIT OF PUBLICATION

County of Cassia,)
STATE OF IDAHO) ss.
MARGE BARENDREGT being first
duly sworn, deposes and says that he is the
Clark of the South Idaho
Press, a daily newspaper published at Bur-
ley, Idaho, in the county aforesaid and that
the paper is of general circulation therein.
Deponent further states that the printed no-
tice attached hereto was duly published
according to law in the regular editions of
The South Idaho Press for two (2)
consecutive weeks, commencing with the issue
dated Feb. 16, 1989, and ending
with the issue dated Feb. 23, 1989.
Marge Barendregt

STATE OF IDAHO

COUNTY OF

On this 27th day of Feb in the year of 1989, before
a Notary Public, personally appeared Marge Barendregt
known or identified to me to be the person whose name subscribed to the within inst
and being by me first duly sworn, declared that the statements therein are true, and
acknowledged to me that he executed the same.

Dolores Mahey
Notary Public for Idaho

Residing at Burley, ID

My commission expires: 7/4/93

Cost of Publication 201.14
Notary Fee 50
Total Cost 201.64

RECEIVED

MAR 01 1989

Department of Water Resources
Southern Region Office

MICROFILMED

JUN 13 1989

89-71

NOTICE OF APPLICATION FOR
WATER RIGHT

The Following application(s) have been filed to
appropriate the public waters of the State of
Idaho:

36-08278

WEEKS, KENYON
P.O. BOX 67
MINIDOKA, ID 83343
Source: GROUNDWATER
Diversion Pt: SWNE Sec 25 T 07S R 25E
Use: IRRIGATION (1.310 CFS)
Date Filed: 6/03/1985
In: T07S R25E S24 SESE
S25 NENE NWNE SWNE SENE
NESE NWSE SESE
66.0 ACRES TOTAL

36-08282

CRANE, PAUL G.
CRANE, LA VIEVE
RT. 3 BOX 145
RUPERT, ID 83350
Source: GROUNDWATER
Diversion Pt: SWSW Sec 26 T 08S R 24E
SESW Sec 26 T 08S R 24E
Use: IRRIGATION (2.000 CFS)
Date Filed: 6/13/1985
In: T08S R24E S26 SWNE SWNW SENW
NESW

NWSW SWSW NWSE SWSE
S35 NENE NENW
108.0 ACRES TOTAL

36-08284

NICHOLS, JOHN C.
RT. 3 BOX 183
RUPERT, ID 83350
Source: GROUNDWATER
Diversion Pt: SESE SEC 7 T 08S R 25E
Use: IRRIGATION (.120 CFS)
DOMESTIC (.040 CFS)
Date Filed: 6/11/1985
In: T08S R25E S07 SESE
6.0 ACRES TOTAL

36-08288

PATTERSON FARMS OF IDAHO INC.
RT. 1 BOX 1272-
PAUL, ID 83347
Source: GROUNDWATER
Diversion Pt: LOT 4 (NWNWNE) Sec 18 T
09S R 25E
Use: IRRIGATION (.640 CFS)
Date Filed: 6/28/1985
In: T09S R25E S18 Lot 8 (NESW) Lot 8
(NWSW)

32.0 ACRES TOTAL

43-07214

WHITAKER, ART
WHITAKER, LA RENE
P.O. BOX 64
MALTA, ID 83342
Source: EIGHT MILE CREEK Tributary:

SINKS

Diversion Pt: SWNE Sec 5T 15S R 28E
Use: IRRIGATION (2.000 CFS)
Date Filed: 6/28/1985
In: T15S R28E S05 NESW NWSW SWSW
SESW

S06 NESE NWSE SWSE SESE
157.0 ACRES TOTAL

45-07580

DECLO LAND CO.
P.O. BOX 288
JEROME, ID 83338
Source: GROUNDWATER
Diversion Pt: NWNE Sec 20 T 10S R 25E
Use: IRRIGATION (4.380 CFS)
Date Filed: 6/27/1985
In: T10S R25E S20 NESW NWSW SWSW
SESW

122.0 ACRES TOTAL

The permit(s) will be subject to all prior water
rights. Protests may be submitted based on the
criteria of Sec. 42-203A, Idaho Code and/or the new
public interest criteria of Sec. 42-203C, Idaho
Code. Protests must be filed with the Director,
Dept. of Water Resources, 2148 4th Avenue East,
Twin Falls, Idaho 83301 on or before MARCH 6,
1989.

/s/R. Keith Higginson
Director

Published in the South Idaho Press on February
16 and 23, 1989.



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098

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

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

January 2, 2002

W H SHILLINGTON
PO BOX 535
RUPERT ID 83350

RE: License No. 36-8288 - Issuance of License

Dear Water Right Holder(s):

The Department of Water Resources has issued the enclosed Water Right License confirming that a water right has been established in accordance with your permit. Please be sure to thoroughly review the conditions of approval and remarks listed on your license.

The license is a PRELIMINARY ORDER issued by the Department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action by the Department unless a party petitions for reconsideration or files an exception and/or brief within fourteen (14) days of the service date as described in the enclosed information sheet.

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

If you have any questions, please contact me at 208-327-7946.

Sincerely,

Shelley W. Keen

Water Rights Supervisor

SWK:klt

Enclosure(s)

MICROFILMED

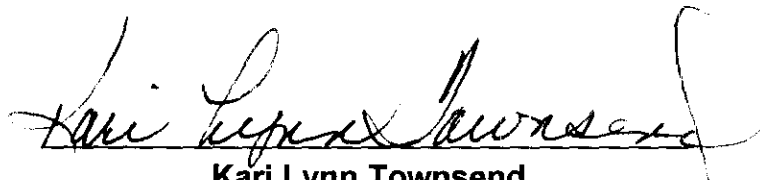
2002

CERTIFICATE OF MAILING

I hereby certify that on January 2, 2002 I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDER(Approved License) to the person(s) listed below:

RE: WATER RIGHT NO. 36-8288

**W H SHILLINGTON
PO BOX 535
RUPERT ID 83350**



**Kari Lynn Townsend
Secretary**

**EXPLANATORY INFORMATION
TO ACCOMPANY A
PRELIMINARY ORDER**

The accompanying order or approved document is a "Preliminary Order" issued by the department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action of the Department of Water Resources (department) unless a party petitions for reconsideration, files an exception and brief, or requests a hearing as further described below:

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the department within fourteen (14) days of the service date of this order. The department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See Section 67-5243(3) Idaho Code.

EXCEPTIONS AND BRIEFS

Within fourteen (14) days after (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding with the Director. Otherwise, this preliminary order will become a final order of the agency.

REQUEST FOR HEARING

Unless a right to a hearing before the department or the Idaho Water Resource Board (Board) is otherwise provided by statute, any person aggrieved by any final decision, determination, order or action of the Director of the department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Director and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

ORAL ARGUMENT

If the Director grants a petition to review the preliminary order, the Director shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director orders otherwise, all oral arguments will be heard in Boise, Idaho.

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Director in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with IDAPA Rules 37.01.01302 and 37.01.01303 (Rules of Procedure 302 and 303).

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FINAL ORDER

The Director will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Director may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

Unless a different date is stated in a final order, the order is effective fourteen (14) days after its issuance if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:

- (a) the petition for reconsideration is disposed of; or
- (b) the petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

- i. A hearing was held,
- ii. The final agency action was taken,
- iii. The party seeking review of the order resides, or
- iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.

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Comment Report

36-8288

1. S. Keen 12/21/2001 License Review

Comment: License review and data entry by S. Keen on 12/21/2001. Point of diversion overlaps are 36-2733, 36-2902, 36-8226, and 36-8288, with a capacity of 2.24 cfs. No place of use overlap. Heads-up digitizing showed the place of use to be 29 acres, not 32 acres.

2. VAULT 06/05/1992 Lapse Notice Sent

Comment: Lapse Notice Sent

3. VAULT 06/09/1992 Extension of Time Received

Comment: Extension of Time Received

4. VAULT 06/26/1992 Proof of Beneficial Use Rcvd

Comment: Proof of Beneficial Use Rcvd

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FOR E. S. 400

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

RECEIVED

SEP 19 1996

Department of Water Resources

A. GENERAL INFORMATION

Permit No. 36-08288

1. Owner: W. H. Shillington Phone No. (208) 436-6761

Current Address: PO Box 535, Rupert, Idaho 83350

2. Accompanied by: Bill McManus EXAM DATE : 7-12-96

Address: 100 N 625 E, Rupert, Idaho 83350 Phone No. (208) 436-5670

Relationship to Permit Holder: Lessor / Manager

3. Source: Groundwater tributary to _____

B. OVERLAP REVIEW

1. Other water rights with the same place of use: There are also Minidoka Irrigation District shares (license # 01-00008) but they are not used due to lack of delivery.

2. Other water rights with the same point of diversion: 36-08226, 36-02733, and 36-02902

C. DIVERSION AND DELIVERY SYSTEM

1. Point(s) of Diversion:

Ident No.	Gov't Lot	¼	¼	¼	Sec.	Twp.	Rge	County	Method of Determination/Remarks
P/D WELL	4	N	N	N	18	09S	25E	MINIDOKA	Visual inspection and ASCS photos.
		W	W	E					

2. Place(s) of Use:

Indicate Method of Determination Visual inspection ASCS photos and government plat maps.

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
											LOT 8	LOT 8							
09S	25E	18									11	21							32 AC

MICROFILMED
SEP 19 1996

3. **Delivery System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable.

PLEASE SEE ATTACHED SHEET

YES Copy of U.S.G.S. Quadrangle attached showing location(s) of point(s) of diversion and place(s) of use (required).

YES Aerial Photo attached (required for irrigation of 10 acres or more)

YES Photo of Diversion and System attached

4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
P/D WELL	GENERAL ELECTRIC	75 Hp	JJJ919440	LAYNE BOWLER	21856

*Code to correspond with No. on map and aerial photo

D. FLOW MEASUREMENTS

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date
Polysonic Portable Flowmeter	TYME FLYTE	149744	TF*P	N7H5506		APRIL 1996

2. Measurements: SEE ATTACHED SHEET

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1996

E. NARRATIVE/REMARKS/COMMENTS

The water for this permit is pumped out of well located in the NW 1/4 - NW 1/4 - NE 1/4 of section 18 - township 09S - range 25 E - lot 4. The water is pumped by a 75 Hp pump into a mainline that splits into two mainlines. The first mainline travels northwest to the boundary of section 18 and section 7 and then travels west parallel to the border for approximately 1/8 of a mile to the end of the farm. This mainline is used to irrigate the northwest corner of the center pivot located in the center of the farm.

The second mainline travels due south for an 1/8 of a mile to the feed the center pivot located in the middle of this farm. From the center pivot this mainline splits into two

mainlines. The first mainline after the center pivot travels northwest for a 1/4 of a mile and then turns to the southwest to finish irrigating the northwest corner of the center pivot. The second mainline after the center pivot travels southwest for over a 1/4 of a mile to a point located 1/4 of a mile from the western border of section 18 and on the southern border line of the farm. From this point the mainline turns north and travels approximately 1/4 of a mile. This mainline feeds two wheel lines and seven small hand lines used to irrigate the corners of the center pivot.

The two wheel lines, seven hand lines, and part of the center pivot cover the 32 acres licensed in this permit.

Have conditions of permit approval been met? ☒ yes ☐ no

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1987 11 1987

F. FLOW CALCULATIONS

_____ Additional Computation Sheets Attached

Measured Method:

Polysonic - 1006 gpm / 448.8 = 2.24 cfs (see attached sheet for readings)

Flow meter - 1017 gpm / 448.8 = 2.27 cfs (see attached sheet for readings)

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = 32 \times 4.0 = 128 \text{ afa}$$

$$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = .64 \times 214 \times 1.9835 = 271.66 \text{ afa}$$

$$V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} = 128 \text{ afa}$$

B

2. Volume Calculations for Other Uses:

H. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use From	To	Rate of Diversion Q (cfs)	Annual Volume V (afa)
<u>IRRIGATION</u>	<u>APRIL 1</u>	<u>OCT. 31</u>	<u>.64 cfs</u>	<u>128 afa</u>

Totals: .64 cfs 128 afa

2. Recommended Amendments

☐ Change P.D. as reflected above ☐ Add P.D. as reflected above ☐ None☒ Change P.U. as reflected above ☐ Add P.U. as reflected above ☐ Other**I. AUTHENTICATION**Field Examiner's Name Daniel H. Melton Date 9-2-96

Reviewer _____ Date _____

SEAL

MICRO
1347 0 0 7800

RECOMMENDATIONS:

I recommend that this permit be licensed under the following conditions:

1. That when combined with all other licenses that the diversion rate from this well does not exceed 2.24 cfs.
2. Since this permit will put the diversion rate at .02 cfs per acre that no other license be granted of the lands of this permit.
3. That the water associated with the Minidoka Irrigation District not be used on this land where as this has become the primary right for this land and has fulfilled the .02 cfs requirement for these 32 acres.

CFS PER ACRE AMOUNTS FOR EACH PERMIT:

Permit # 36-02733 &
36-02902 (combined right) $1.34 \text{ cfs} / 68 \text{ acres} = .02 \text{ cfs/acre}$

Permit # 36-08288 $.64 \text{ cfs} / 32 \text{ acres} = .02 \text{ cfs/acre}$

Permit # 36-08226 $.80 \text{ cfs} / 40 \text{ acres} = .02 \text{ cfs/acre}$

TOTAL DIVERSION RATE: 2.78 cfs

TOTAL ACRES: 140 acres

APPROVED
JAN 10 2011

POLYSONIC READINGS

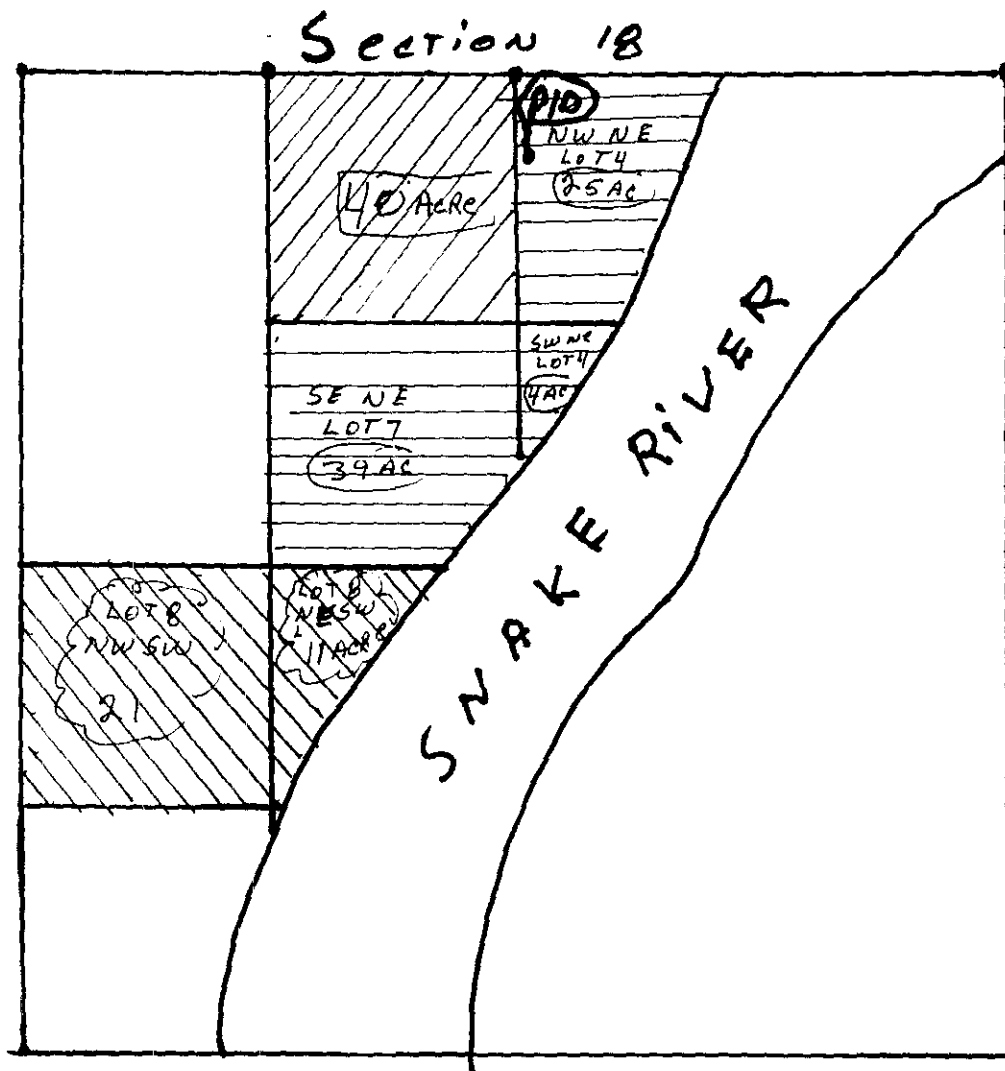
PERMIT # 36-08288

WELL

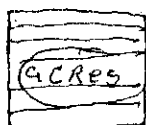
ALL MEASUREMENTS WERE MADE BY SCOTT KING OF
THE GROUNDWATER MEASUREMENT DIVISION OF THE
IDAHO DEPARTMENT OF WATER RESOURCES. THE
ATTACHED SHEET IS HIS MEASUREMENTS OF THIS
WELL.

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1997



These overlapping water rights are all diverted out of the same P/D.



is a combination of water right #36-02733 & #36-0290.



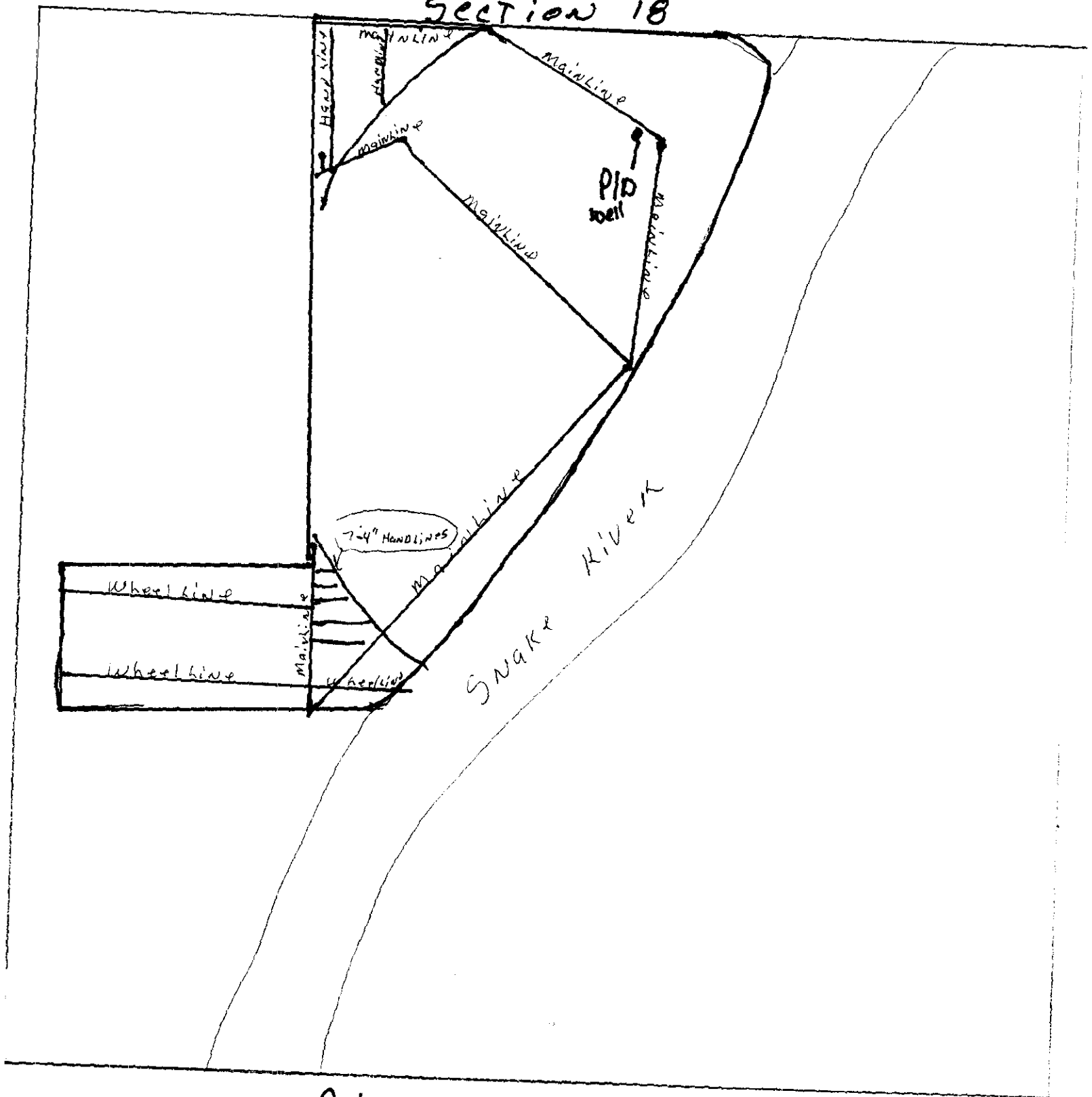
water right #36-08226



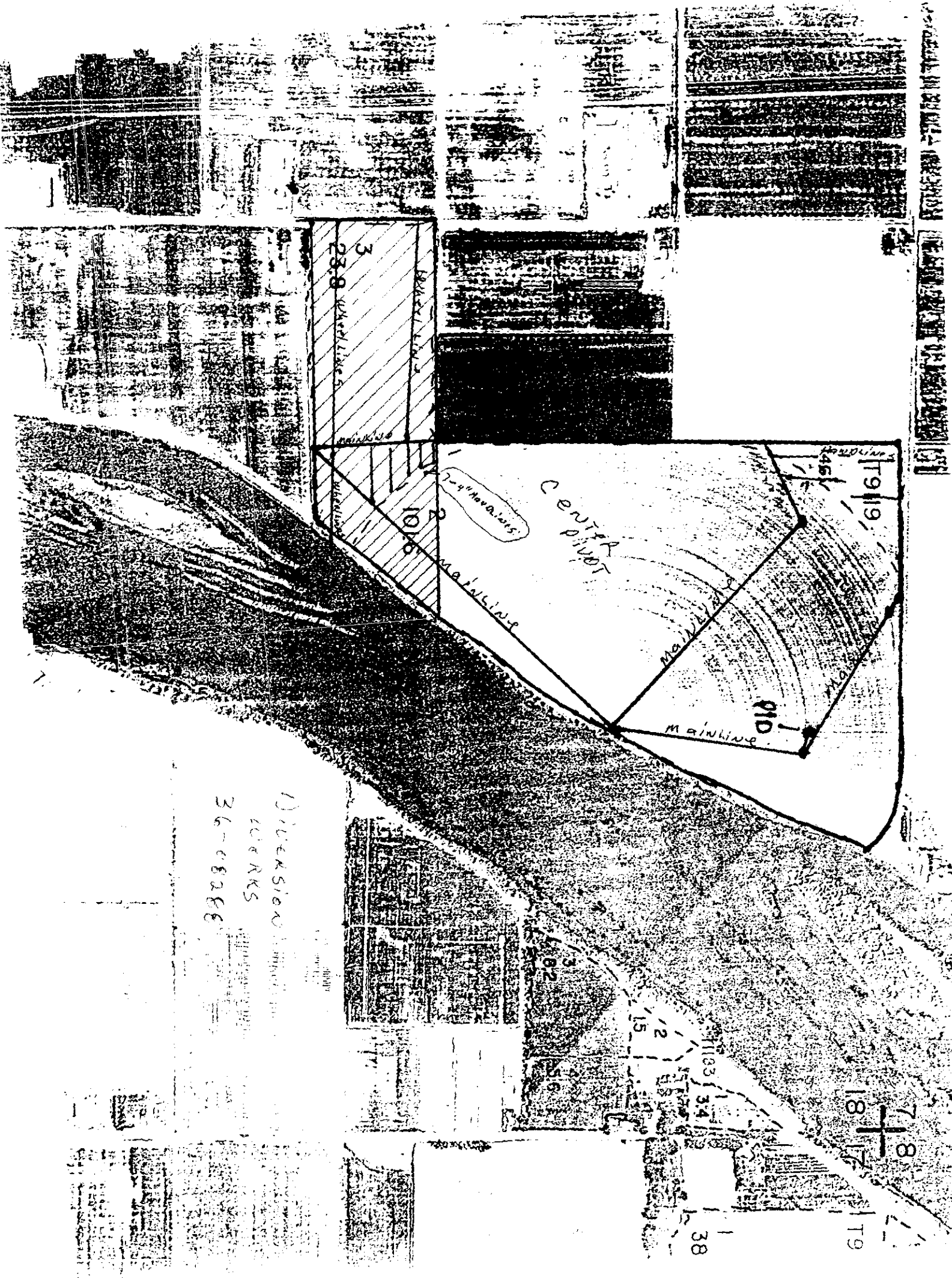
water right #36-08288

* Please Note: All lands are covered by 01-00008 (miniboka irrigation district water), but none of this water is used because it can't enter the system.

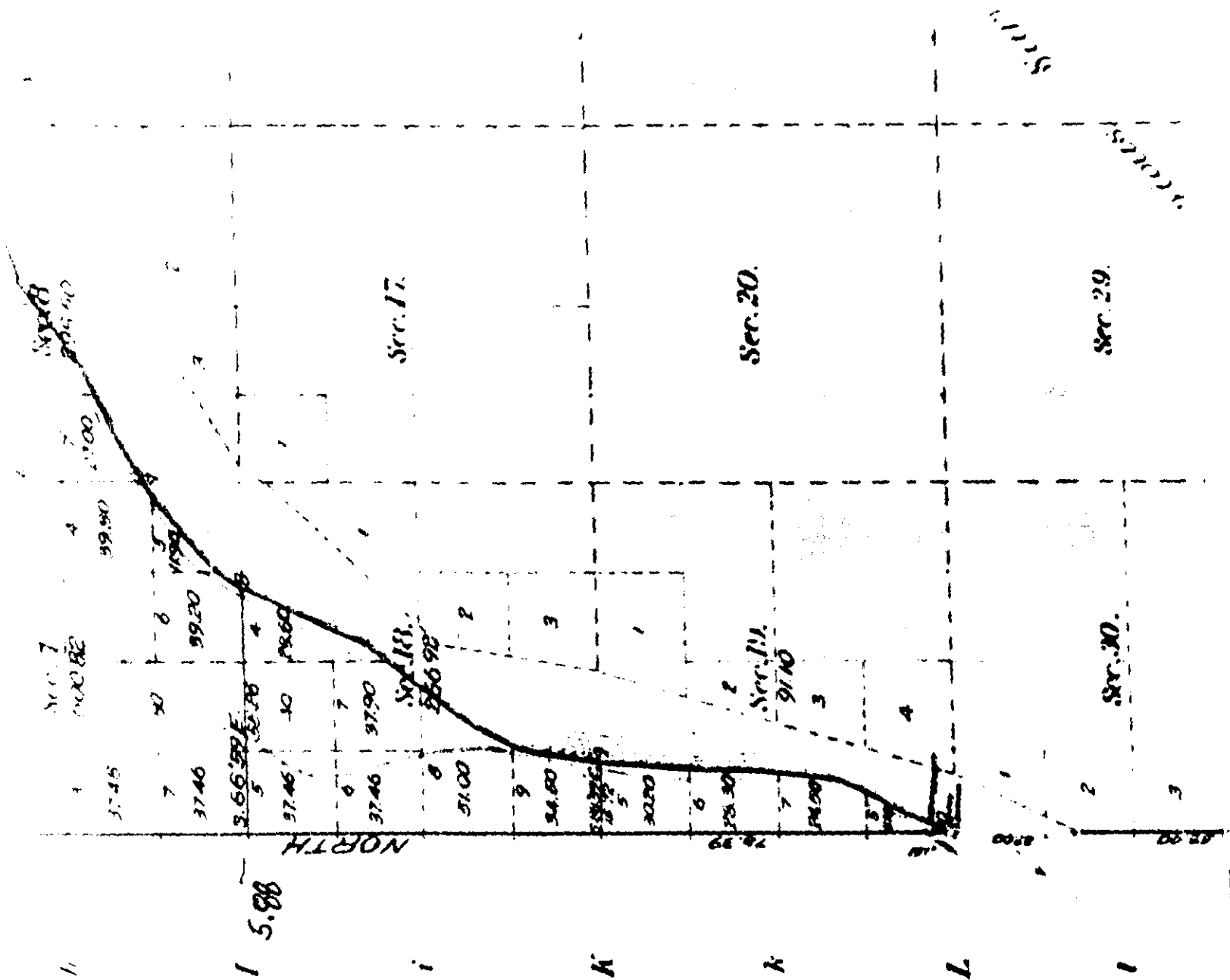
SECTION 18



Diversion works



1) DIVISION
WORKS
36-68286



1

Johnston, Fred Willard

15. *Chrysomelidae*

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Water Measurement Program

1996 WATER MEASURING DEVICE CERTIFICATION

Date of Testing 7/10/96

Person performing test Scott King

Gps Filename MO71017F

Name:	<u>Skillington WH</u>
Water Right No:	<u>36-02733</u>
Legal Description:	<u>T 9S R 25E Sec. 18 NW 1/4 NW 1/4 NE 1/4</u>
Site Tag No:	<u>R000 3656</u>
Diversion Name:	

Utility?
Idaho

Pole 397
Westinghouse

80 995 918

310000

kh = 57.6

mult = 10

Denat 5.95 x 10 = 59

Current Owner

Name _____

Phone _____

Last, First, MI

Address _____ City _____ State _____ Zip _____

Operator (if leased or operated by someone else)

Name McMannus

Phone 10 re 35.41

Last, First, MI

36.65
36.78
Aug = 36.3

SECTION I INSTALLED METER INFORMATION

3.6 x 57.6 x 1.0 x 10 = 36.3

= 57.1 kh

(76.6 hp)

PCC =

5431 x 57.1

1006

= 308 kh
AF

GOOD

METER AND MOUNTING PIPE INFORMATION			
Date of Installation <u>?</u>		Multiplier - Flow rate	
Manufacturer	<u>SLV</u> <u>Irma Industries</u>	Multiplier - Totalizer	<u>1000</u>
Meter Type	<u>Shut Line Ultrasonic</u>		
Model Number	<u>8" PE SLV</u>	Pipe information	
Serial Number	<u>1518085</u>	Pipe material	<u>Steel</u>
Size (nominal)	<u>140295 ?</u>	Outside Diameter	<u>8"</u>
Measure Flow Rate ?	(circle one) Yes <u>(No)</u>	Wall Thickness	<u>SLV</u> <u>.14</u> <u>.135</u>
Measurement Units	(circle one) CFS GPM	Inside Diameter	
Measure Cumulative Volume ?	(circle one) Yes <u>(No)</u>	Dist. of straight pipe upstream from meter	<u>18"</u> <u>(2 ft)</u>
Volume Units	Acre-Feet Yes <u>(No)</u> Other (specify) <u>GAL</u>	Dist. of Straight pipe downstrm from meter	<u>0</u>

SECTION II. CERTIFICATION FOR CALIBRATION OF A WATER MEASUREMENT METER

NOTE: Permanently installed flow meters must be calibrated at the time of installation and at least once every four years or whenever major repairs or maintenance has been performed. All documentation to support data such as notes, printout tapes, etc., should be attached to this form for submittal.

Measurement No. 1 (M_1) is the measured rate of flow from the permanently installed flow meter.

Measurement No. 2 (M_2) is the measured rate of flow from the measuring device being used to check the flow for the calibration. This method or device must be accurate to within $\pm 5\%$ error. Describe below the method and equipment used to perform this measurement.

Some meter at well head location fair to poor, but 3 locations gave consistent readings, sig strength okay. Diff count usually within 850-1150.

Percent Difference = $(M_1 - M_2) \div M_2 \times 100 = \pm \%$ (Acceptable is within $\pm 10\%$)

FLOW RATE METHOD

Owners meter (M_1) GPM or CFS	Standard meter (M_2) GPM or CFS	Percent Difference ($\pm$)	Comments or Notes

VOLUME METHOD FROM METER TOTALIZER

Owners meter - (totalizer reading)	Time	Total Gallons	Ave. Flow Rate - GPM (M_1)	Standard total gallons	Average flow rate (M_2)	Percent diff. ($\pm$)
	58.94	1000	1017		1041	
	59				982	
					986	
				Avg =	1006	+1%

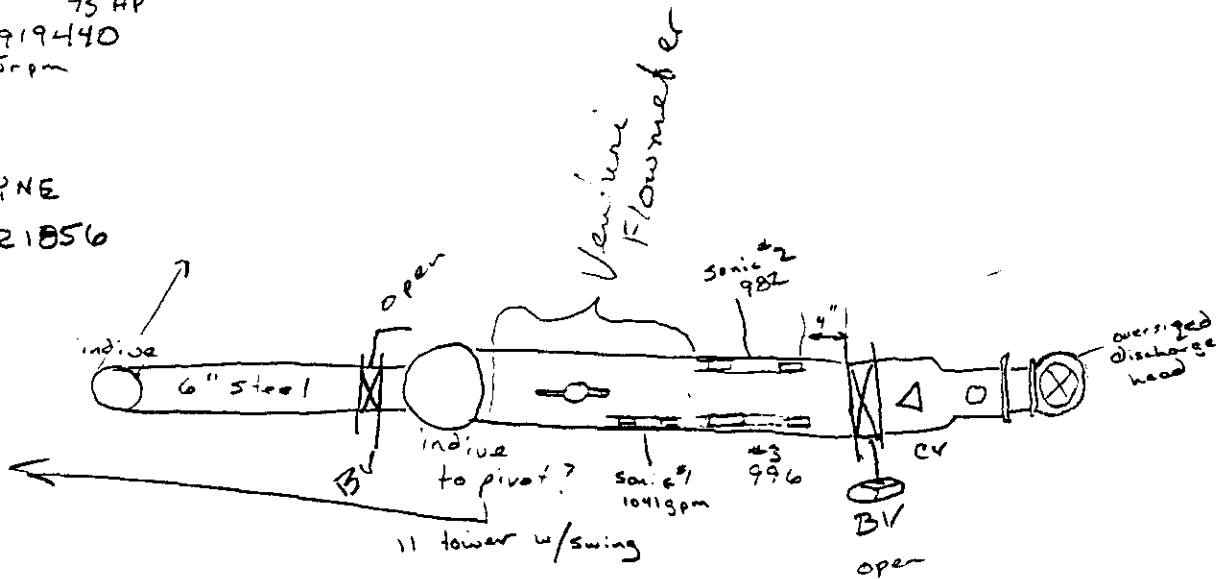
Notes, Comments or Calculations: Timed 1000 gal several times, Avg = 59 sec

OK

Sketch and or photograph of installation:

MOTOR
GE 75 HP
JUN 9 1940
1775 rpm

Pump
LAYNE
SN 21856



Comments:

Checked 8" SLU shut venturi. Sonic not in very good location but readings at 3 locations were only 6% different. Aug = 1006 sonic
1017 SLU

Owner's meter working well at this flow rate. Flow not adjusted.

I certify that the above information is true and correct to the best of my knowledge and ability and the measurements taken and recorded are in accordance with the standards and specifications of the equipment used.

Signature Steve King
(person performing measurements)

Date 7/10/96

For Department Use Only

Received by _____

Date _____

Reviewed by _____

Date _____

Data Entry by _____

Date _____

Lucas
(37000 - 31597) - 2 21.67 = 1108 rpm

11:00:17 07-10-96

Min. Rate 1000.87 GPM
Max. Rate 1225.47 GPM
Avg. Rate 1045.41 GPM
FLOW RATE 1000.87 GPM
NET TOT(X1) 21494 GAL

SIGNAL STRENGTH UP
3.80

DIFF CNT= 1065
DELTA TIME= 414.57

DIFF CNT= 862
DELTA TIME= 299.17

DIFF CNT= 954
DELTA TIME= 343.65

RESET MIN/MAX
= YES

11:02:17 07-10-96

Min. Rate 981.67 GPM
Max. Rate 984.81 GPM
Avg. Rate 983.69 GPM
FLOW RATE 981.67 GPM
NET TOT(X1) 22689 GAL

11:05:17 07-10-96

Min. Rate 968.42 GPM
Max. Rate 994.12 GPM
Avg. Rate 983.47 GPM
FLOW RATE 983.57 GPM
NET TOT(X1) 25653 GAL

11:08:17 07-10-96

Min. Rate 966.55 GPM
Max. Rate 996.79 GPM
Avg. Rate 982.68 GPM
FLOW RATE 979.88 GPM
NET TOT(X1) 28599 GAL

11:11:17 07-10-96

Min. Rate 963.54 GPM
Max. Rate 999.99 GPM
Avg. Rate 977.12 GPM
FLOW RATE 992.04 GPM
NET TOT(X1) 31529 GAL

SIGNAL STRENGTH UP
4.27

DIFF CNT= 975
DELTA TIME= 349.02

DIFF CNT= 1000
DELTA TIME= 341.67

DIFF CNT= 924
DELTA TIME= 326.11

Shillington, WH
meter block

PIPE O.D.
8.010 IN

PIPE WALL THICKNESS
0.120 IN

PIPE I.D.
7.770 IN

PIPE MATERIAL
= CARBON STEEL

TRANSDUCER SPACING
6.077 IN

SIGNAL STRENGTH UP
4.67

DIFF CNT= 947
DELTA TIME= 293.90

DIFF CNT= 979
DELTA TIME= 290.32

DIFF CNT= 1092
DELTA TIME= 313.49

10:51:37 07-10-96

Min. Rate 1031.78 GPM
Max. Rate 1035.60 GPM
Avg. Rate 1033.57 GPM
FLOW RATE 1036.62 GPM
NET TOT(X1) 14350 GAL

10:54:37 07-10-96

Min. Rate 1020.87 GPM
Max. Rate 1060.04 GPM
Avg. Rate 1030.37 GPM
FLOW RATE 1041.75 GPM
NET TOT(X1) 17462 GAL

10:57:37 07-10-96

Min. Rate 1020.87 GPM
Max. Rate 1060.04 GPM
Avg. Rate 1040.13 GPM
FLOW RATE 1033.89 GPM
NET TOT(X1) 20600 GAL

11:00:37 07-10-96

Min. Rate 1020.87 GPM
Max. Rate 1326.47 GPM
Avg. Rate 1040.41 GPM
FLOW RATE 1326.47 GPM
NET TOT(X1) 21494 GAL

SIGNAL STRENGTH UP
3.80

DIFF CNT= 1092

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT

09/02/96 13:15:03
Page 1

Water Right Number - 36-02902

Prefix Translation: WATER RIGHT

Old (D) Number - 24191

+ - - - - Last Name - - - - + + - First Name - - - - + - - - - Address - - - - - +

*** C - CURRENT OWNER ***
SHILLINGTON

W H

1 - PO BOX 535
2 -
3 -

City- RUPERT State- ID Zip- 83350
Phone - 208-436-4255

+ - - Priority Date - - + + - - - Region - - - - + + - - - Stage - - - - + + - - - Status - - - - +
06/05/1953 17 SOUTHERN L - LICENSE

+ - - - - Source - - - - - + - - - - - Tributary - - - - - +

GROUNDWATER

+ - - - - - - - - - - - Point of Diversion - - - - - +
TwN Rng Sec Tract Lot Rflg County Diversion Name

09S 25E 18 NW NW NE 4 (67) MINIDOKA

+ - - - - Description Period From Period To Water Use Diversion Rate Diversion Volume
Code 01 - IRRIGATION 04/01 10/31 0.580

+ - - Total Div. Rate - + + - - Total Div. Volume - + + - - Total Div. Capacity - + + - - Total Consumptive Use - + + - - KW Usage - +
0.580 0.0

| TwN | Rng | Sec | Tract | Lot | Acres | Code | Description | County |
|--------------|-----|-----|-------|-----|-------|------|-------------|---------------|
| 09S | 25E | 18 | NW NE | 4 | 25.0 | 01 | IRRIGATION | (67) MINIDOKA |
| 09S | 25E | 18 | SW NE | 4 | 4.0 | 01 | IRRIGATION | (67) MINIDOKA |
| 09S | 25E | 18 | SE NW | 7 | 39.0 | 01 | IRRIGATION | (67) MINIDOKA |
| Total Acres: | | | | | | 68.0 | | |

+ - - Diversion Means - WELL AND PUMP

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use - 36-02733

+ - - - - - - - - - - - Remarks - - - - - +

GEN THIS RIGHT IS LIMITED TO THE IRRIGATION OF 29 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON. RIGHT NO. 36-02733 IS ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE.

USE OF THIS RIGHT WITH RIGHT NO. 36-02733 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 1.34 CFS, A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 272 AF, A TOTAL COMBINED ANNUAL CONSUMPTIVE USE VOLUME OF 204 AF, AND TO THE IRRIGATION OF A

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[illegible]

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+ - Decree Date - +
00/00/0000

ROOM 11/02/92 CP SHAW

258023 08/24/92

Y DUFF DATED

FOR PROOF IT BECAME OBVIOUS THIS CLAIM

39576
P
S
C

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT

09/02/96 13:14:34
Page 1

Water Right Number - 36-02733

Prefix Translation: WATER RIGHT

Old (D) Number - 26247

+ - - - - Last Name - - - - + + - - - First Name - - - + + - - - - Address - - - - - +

*** C - CURRENT OWNER ***
SHILLINGTON

W H

1 - PO BOX 535
2 -
3 -

City- RUPERT
Phone - 208-436-4255
State- ID Zip- 83350

+ - - Priority Date - - + + - - - Region - - - + + - - - Stage - - - + + - - - Status - - - +
03/13/1956 17 SOUTHERN L - LICENSE

+ - - - - Source - - - - - + + - - - - Tributary - - - - - +
GROUNDWATER

+ - - - - - - - - - - - Point of Diversion - - - - - +
TwN Rng Sec Tract Lot RFlg County Diversion Name

09S 25E 18 NW NW NE 4 (67) MINIDOKA

+ - - - - Description - - - - - Water Use - - - - - Diversion Rate - - - - - Diversion Volume - - - - - +
Code 01 - IRRIGATION 04/01 10/31 0.760

+ - - Total Div. Rate - + + - - Total Div. Volume - + + - - Total Div. Capacity - + + - - Total Consumptive Use - + + - - KW Usage - + +
0.760 0.0

| TwN | Rng | Sec | Tract | Lot | Acres | Code | Description | County |
|--------------|-----|-----|-------|-----|-------|------|-------------|---------------|
| 09S | 25E | 18 | NW NE | 4 | 25.0 | 01 | IRRIGATION | (67) MINIDOKA |
| 09S | 25E | 18 | SW NE | 4 | 4.0 | 01 | IRRIGATION | (67) MINIDOKA |
| 09S | 25E | 18 | SE NW | 7 | 39.0 | 01 | IRRIGATION | (67) MINIDOKA |
| Total Acres: | | | | | 68.0 | | | |

+ - - Diversion Means - WELL AND PUMP

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use - 36-02902

+ - - - - - - - - - - - Remarks - - - - - +

GEN THIS RIGHT IS LIMITED TO THE IRRIGATION OF 39 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON. RIGHT NO. 36-02902 IS ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE. USE OF THIS RIGHT WITH RIGHT NO. 36-02902 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 1.34 CFS, A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 272 AF, A TOTAL COMBINED ANNUAL CONSUMPTIVE USE VOLUME OF 204 AF, AND TO THE IRRIGATION OF A

| | | | | | |
|----------------------|--------------|-----------------------|--------------|-------------------------|---------|
| Court Report Filing | - 11/02/1992 | Field Inspection Made | - 04/08/1991 | Civil Case Number | - 39576 |
| Objection Filed Date | - 00/00/0000 | Field Inspection Flag | - | Old Case Number | - |
| Response Filed Date | - 00/00/0000 | Verified Date | - 09/27/1991 | Old Judicial District | - |
| Claim Received Date | - 08/16/1989 | Last Amended Date | - 00/00/0000 | Temporary Right | - P |
| Proof Due Date | - 00/00/0000 | Proof Made Date | - 00/00/0000 | Water District | - |
| Licensed Date | - 00/00/0000 | Receipt Number | - S008856 | Federal/State Indicator | - S |
| | | POU Ownership Flag | - Y | Presumption Flag | - C |
| | | Name Connector | - | Notice of Error Flag | - |

WR5808NP
(00-26)

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROOF READING REPORT

09/02/96 13:15:36
Page 1

Water Right Number - 36-08226

Prefix Translation: WATER RIGHT

Old (D) Number -

+ - - - - Last Name - - - - + + - First Name - - - + + - - - - Address - - - - - +

*** C - CURRENT OWNER ***
SKILLINGTON

W H

1 - PO BOX 535

2 -

3 -

City- RUPERT

Phone - 208-000-0000

State- ID Zip- 83350

*** O - ORIGINAL OWNER ***

PATTERSON FARMS OF IDAHO INC

1 - RT 1 BOX 1272

2 -

3 -

City- PAUL

Phone - 208-438-4800

State- ID Zip- 83347

+ - - Priority Date - - + + - - - Region - - - + + - - - Stage - - - + + - - - Status - - - +
07/23/1983 17 SOUTHERN P - PERMIT

+ - - - - Source - - - - - + + - - - - Tributary - - - - - +
GROUNDWATER

+ - - - - - - - - - - - Point of Diversion - - - - - +
Twn Rng Sec Tract Lot RFlg County Diversion Name Diversion Rate Diversion No.

09S 25E 18 NW NE 4 (67) MINIDOKA

+ - - - - Description Period From Period To Water Use Diversion Rate Diversion Volume
Code 01 - IRRIGATION 03/15 11/15 1.380

+ - - Total Div. Rate - + + - - Total Div. Volume - + + - - Total Div. Capacity - +
1.380

+ - - - - - - - - - - - Place of Use - - - - - County
Twn Rng Sec Tract Lot Acres Code Description (67) MINIDOKA
09S 25E 18 NW NE 4 20.0 01 IRRIGATION (67) MINIDOKA
09S 25E 18 SW NE 7 8.0 01 IRRIGATION (67) MINIDOKA
09S 25E 18 NE NW 40.0 01 IRRIGATION (67) MINIDOKA
09S 25E 18 SE NW 39.0 01 IRRIGATION (67) MINIDOKA

Total Acres: 107.0

+ - - Diversion Means -

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use - 36-2733

+ - - - - - - - - - - - Remarks - - - - - +
No Remarks found.

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROOF READING REPORT

09/02/96 13:15:36
Page 2

Water right number - 36-08226

Prefix Translation: WATER RIGHT

+ - - - - Old Water Right Numbers - - - - - +
+ - - - - Old Water Right Numbers - - - - - +
+ - - - - No Old Water Right Numbers found. - - - - - +

046 - Right holder shall comply with the drilling permit
- requirements of Section 42-235, Idaho Code.
01G - Prior to the diversion of water under this right a flow
- measurement port or other device as specified by the Department
- shall be installed to provide for the installation of measuring
- equipment and the determination of the rate of diversion by the
- Department.

+ - - - - Decree Plaintiff - - - + + - - - Decree Defendant - - - + + - - - Decree Date - - +

00/00/0000

+ - - - - Date: 06/05/1992 User Id: VAULT Subject: Lapse Notice Sent - - - - - +
Lapse Notice Sent
Date: 06/09/1992 User Id: VAULT Subject: Extension of Time Received - - - - - +
Extension of Time Received
Date: 06/26/1992 User Id: VAULT Subject: Proof of Beneficial Use Rcvd - - - - - +
Proof of Beneficial Use Rcvd

+ - - - - Audit Fields - 09/22/87 05/28/88 CONVERT 02/03/89 GIVENS 05/10/89 CURTIS 06/18/90 CURTIS
06/05/92 COMMENTS 06/09/92 COMMENTS 06/22/92 MILLER 06/26/92 COMMENTS 07/06/92 GUSTAFSSO

+ - - - - Water Rights Dates and Flags Area - - - - - +
Proof Due Date - 06/01/1992 Field Exam Made - 00/00/0000 Field Exam Fee - R
Approved/Denied - 05/09/1989 Protested Date - 00/00/0000 Swan Falls - 7
Proof Made Date - 06/26/1992 Hearing Date - 00/00/0000 Temporary Right - P
Exam to S.O. Date - 00/00/0000 Verified Date - 00/00/0000 DLE/Carey Act -
Order Show Cause - 00/00/0000 Receipt Number - Water District -
Licensed Date - 00/00/0000 Appl Received - 06/30/1983 Transfer/Amended -
Decree Date - 00/00/0000 Name Connector - POU Ownership Flag -
Presumption Flag -



This is the well for this permit

The main line comes out of the well and then
 splits, one line heads north west to irrigate the
 corner of the center pivot while the other travels
 south west to the center pivot,

July 6, 1992

W H SHILLINGTON
PO BOX 535
RUPERT ID 83350

PROOF ACKNOWLEDGMENT LETTER

RE: PERMIT NO. 36-08288

Dear Permit Holder:

The department acknowledges receipt of the proof of beneficial use form submitted for the above referenced permit. Enclosed is an order advancing the priority of the permit since the proof was received after the proof due date. The next step in the process of developing a water right is for the department to conduct a field examination to determine and confirm the use being made of the water.

If you have questions concerning this matter, please feel free to contact the SOUTHERN Regional Office in Twin Falls at (208)736-3033.

Sincerely,

Karen L. Gustafson
Secretary/Records Manager

c: IDWR - Region

Enclosure

ANALYSIS SHEET
FOR
PROOF OF BENEFICIAL USE

Permit No. 36-08288

Reviewed by llg

Date 7/1/92

GENERAL CONSIDERATIONS

TYPES OF USE

yes Name same as permit?

irrigate-32

yes Address same as permit?

no Proof timely received?

Correct Uses? yes

If not, complete calculation below.

SOURCE OF WATER

 Surface water source

✓ Ground water source

NA Drilling permit required?

1950 / Copy in the file? Drilling Permit No.

/ Amount paid for permit Correct?

/ Well log in the file?

LICENSE EXAMINATION FEE

yes Required?

100 Amount Submitted

yes Correct?

MEASURING DEVICE

yes Required?

waive Installed?

 Waiver requested?

PRIORITY CALCULATION

Date proof received 6/26/92 177

Date proof due 6/1/92 - 152

No. of days late = 23

Priority Date 6/28/85 + 179

New Priority Date 7/21/85 202

DEFICIENCIES OR ACTION ITEMS

proof acceptable

DATA ENTRY

New Address

Proof Made 6/26/92

needs an order



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

July 1, 1992

Mr. Larry R. Duff
Goodman and Duff
Box D
Rupert, ID 83350

Re: Permit No.'s 35-08226 and 35-08288

Dear Mr. Duff:

The Department is in receipt of, and has reviewed, the proofs of beneficial use that you submitted in connection with the above referenced water right permits. The proofs are acceptable and will be acknowledged under separate cover. The acceptable proofs will result in the eventual field examination of the water system by our staff from our regional offices. A license will be issued by the department based on the findings of the field examination.

Since both of these claims have been filed for irrigation purposes only, the Department will remove the condition that requires the installation of a flow measurement port on both permits. The orders removing the condition will also be mailed under separate cover.

In your letter, you ask that the Department combine some of the water rights and date the priority back in time. Changes of the type you have requested are properly considered in the ongoing Snake River Basin Adjudication. They cannot, however, be considered in the permit-licensing procedure in which your client is currently involved. They are two totally different and separate procedures. Since I do not know what the recommendation of the adjudication claims submitted by your client will be, it appears to be in your client's best interest to allow the licensing process to proceed. I realize, that in some respects, it perhaps can be considered a parallel function with the findings and recommendations of the adjudication claims which have been filed.

I hope I have fully addressed the questions set forth in your correspondence. If you have any further questions or if I can be of any further assistance, please feel free to contact me.

Sincerely,

Karen L. Gustafson
Karen L. Gustafson
Secretary/Records Manager

This permit is part of an Expansion of Use of the well covered by License G-26247 (old number), now 36-2733. It is the same water which was filed on by W. H. Shillington as expanded use under license 36-2733. Patterson Farms of Idaho has since assigned their permit rights to W. H. Shillington.

WILLIAM T. GOODMAN
LARRY R. DUFF
ALAN GOODMAN

LAW OFFICE
Goodman and Duff

CHARTERED
717 7TH STREET
BOX D
RUPERT, IDAHO 83350

AREA CODE 208
TELEPHONE NO.
436-4774
FAX
(208) 436-4837

June 25, 1992

RECEIVED
JUN 26 1992

Department of Water Resources

Ms. Karen L. Gustafson
Secretary/Records Manager
Dept. of Water Resources
Statehouse Mail
Boise, Idaho 83720-9000

Re: Final Proof on Permits 36-8226 and 36-8288

Dear Ms. Gustafson:

Enclosed please find the Proof Of Beneficial Use on the above permits together with our check for \$225.00.

The pump used for these permits was installed in the early 1950's replacing a previous diesel pump. It has no measuring device. We request that installation be waived on the condition that we provide a device for measuring at the time that the field examination is done. We also request that we be given 15 to 30 days advance notice of the examination, and what the examiner requests that we have present in the way of a measuring device.

Also, it appears to me that the following information should be noted in the file.

The well, subject of the above permits, was drilled in the mid 1940's to water 39 acres that the land owner had no water for from the Minidoka Irrigation District. The water pumped originally went into a common ditch with MID water to irrigate the property owned by LaVern Witherspoon. The well gradually became the sole source of the water for all the property. A license with a 1956 priority was issued for the original land that had no MID water.

In any event, we have the following water license and claim, all owned by Mr. Shillington, that are covering the same ground as the above permit.

1. Water license 36-2733 (formerly ^G36-26947).
2. Claimed Constitutional Appropriation prior to 1963 covering all land under permit 36-8226 (107 acres, including the 39 acres under original license 36-2733).

← ?

Ms. Karen L. Gustafson
June 25, 1992
Page 2

3. Expanded use claims set out in filing in Snake River
Adjudication covering all 139 acres, Amended A
36-02733, combining and amending I.D. Number
A36-02733, A36-15183.

Now that Mr. Shillington has acquired the Patterson permits, we
feel that all of these matters should be combined with the
expanded use on license No. 36-2733 dating back to 1946, or
March 13, 1956 on the 68 acres and 1984 on the 32 acres under
permit 36-8388.

Very truly yours,

GOODMAN & DUFF



Larry R. Duff

LRD:ma
Enclosure
cc: W. H. Shillington
Robert Worstell



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

June 24, 1992

W H SHILLINGTON
PO BOX 535
RUPERT ID 83350-0535

Re: Permits No. 36-08226 & 36-08288

Dear Permit Holder(s):

We acknowledge receipt of the correspondence transferring ownership of the above referenced water rights to you. We have modified our computer records to reflect this change in ownership.

If you have any questions regarding this matter, please feel free to contact us.

Sincerely,

BRENDA L. MILLER
Technical Records Specialist

BLM:cz



State of Idaho
DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

June 15, 1992

W. H. Shillington
P.O. Box 535
Rupert, ID 83350

Re: Permit No. 36-08288 36-08226

Dear Permit Holder:

Enclosed is a copy of the denied request for extension of time which you submitted to the department in connection with the above referenced permit. Section 42-204, Idaho Code, provides that the department can only grant one extension of time based on due diligence. Please note that the department has previously granted an extension of time in connection with this permit.

I suggest that you file the enclosed proof of beneficial use form for that portion of the development completed. If there has been no beneficial use of the water, I suggest you file a new application within one year of the time you actually intend to develop the water right. Since Idaho is now under a mandatory permit procedure to develop a water right, the new application will provide an additional period of time for development, although the priority date will be later in time.

We will proceed with the assignment on the assumption that you will file proof of beneficial use on both permits. Please note that both permits lapsed on June 1, 1992. It is imperative that you complete and return the proofs by August 1, 1992 in order to be in compliance with the mandatory filing dates.

If you have any questions or if we can be of any further assistance, please feel free to contact us or any of our regional offices.

Sincerely,

L. GLEN SAXTON
Chief, Water Allocation Bureau

Enc: Proof of Beneficial Use form/instruction
Extension of Time

C: IDWR - Regional Office

RECEIVED
JUN 9 1992

Department of Water Resources

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

For Office Use Only
\$15 Fee Received by
Date 6-8-92
Receipt No. CC2443

REQUEST FOR EXTENSION OF TIME

**TO PROVIDE ADDITIONAL TIME IN WHICH TO SUBMIT PROOF OF
BENEFICIAL USE FOR A WATER RIGHT PERMIT**

The Idaho Department of Water Resources will consider this form as a request that the permit holder(s) be granted an additional period of time in which to complete development of water right under the provisions of Section 42-204, Idaho Code.

Permit No. 36-8288

Name(s) of Permit Holder: W. H. Shillington

Mailing Address: P. O. Box 535, Rupert, ID 83350

Date Proof is Due June 1, 1992 Telephone No. (208) 436-4255

Describe what work has been completed toward the development of this water right:
(This must be filled out! If no work has been completed, show "none".)

This is an application for license on expanded acres. The well
mainline and surface system have been in place dating back to
1956

Costing \$

The permit holder(s) has been unable to complete the remainder of the work for the following reasons:

Proof has been held up because of a dispute between Patterson
Farms of Idaho, Inc. and W. H. Shillington, which has now been
resolved.

Permit holder(s) request an extension to November 1, 1992

FEE: \$15.00

W. H. Shillington
(Signature)*

*If other than permit holder, Power of Attorney must be supplied.

ACTION OF THE DEPARTMENT OF WATER RESOURCES

IT IS HEREBY ORDERED that the above request for extension of time be DENIED pursuant to Section 42-204, Idaho Code, which authorizes only one extension of time based on due diligence.

Signed this 15th day June, 19 92

R. Keith Higgins
R. Keith Higgins, Director

ANALYSIS SHEET
FOR
EXTENSION OF TIME

Permit No. 36-08288 Reviewed by llg Date 6/9/92

BASIC INFORMATION

6/8/92 Date stamp received
NO Extension received timely
YES Fee received and receipted
NO Name and signature same as permit
Address Change

BASIS FOR EXTENSION REQUEST

Has adequate work been completed to demonstrate due diligence?
Has the permit been involved in litigation?
Is supporting documentation needed to complete the file? Requested?
Is delay by a government agency?
Is supporting documentation needed to complete the file? Requested?
Is the project more than 25,000 acre feet for irrigation or 10,000 acre feet for a reservoir?

ACTION TAKEN

DENIED - extension for due diligence has already been granted.

PRIORITY CALCULATION

| | | | |
|-------------------------|---------------|---|--|
| Date extension received | <u>6/8/92</u> | = | |
| Proof due date | <u>6/1/92</u> | = | |
| Number of days late | | = | |
| Priority date | | = | |
| New Priority Date | | = | |

DATA ENTRY

New Address _____
Change Proof Due Date _____
Change Priority Date _____

WILLIAM T. GOODMAN
LARRY R. DUFF
ALAN GOODMAN

LAW OFFICE
Goodman and Duff

CHARTERED
717 7TH STREET
BOX D
RUPERT, IDAHO 83350

AREA CODE 208
TELEPHONE NO.
436-4774
FAX
(208) 436-4837

May 26, 1992

Ms. Karen L. Gustafson
Secretary/Records Manager
Dept. of Water Resources
Statehouse Mail
Boise, ID 83720-9000

Re: Final Proof on Permits 36-8226 and 36-8288

Dear Ms. Gustafson:

Enclosed please find an Assignment of the above Permits to W. H. Shillington, together with a request for Extension of Time until November 30, 1992. We anticipate submitting proof of Beneficial Use in the next thirty (30) days or so.

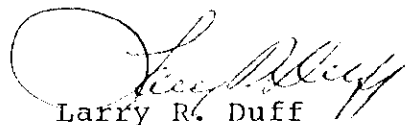
Also, please note that matter was delayed by overlapping claims of W. H. Shillington under License A36-02733 and Water Right No. 26247. We have dealt with Mr. Spackman, the Manager of the Water Permit Section, and Robert Worstell of the Twin Falls Officer on these problems.

The Assignment should be noted in these files because it should resolve the matter.

Our check for the extension fees in the amount of \$30.00 is enclosed.

Very truly yours,

GOODMAN & DUFF


Larry R. Duff

LRD:KH

Encl.

cc: Mr. Robert Worstell
Mr. W. H. Shillington

June 5, 1992

PATTERSON FARMS OF IDAHO INC.
RT. 1 BOX 1272
PAUL ID 83347

LAPSE NOTICE

RE: PERMIT NO. 36-08288

Dear Permit Holder:

You are hereby notified that under the provisions of Section 42-218A, Idaho Code, the above referenced permit has lapsed and is of no further force nor effect. The department provided the proper forms to you in our proof due notice dated March 31, 1992. No further construction or additional development is authorized under this permit unless it is reinstated.

The permit can only be reinstated if you submit an acceptable proof of beneficial use or an acceptable request for extension of time to the department within sixty (60) days of the mailing of this lapse notice. An acceptable proof of beneficial use submittal must include the examination fee or a completed field examination report. A request for extension of time must be accompanied by a fifteen dollar (\$15) fee.

Enclosed again for your use are a proof of beneficial use form and a request for extension of time form. Please note that only one extension of time can be granted unless the project has not been completed because of lack of a necessary approval by a government agency or by litigation which may bring title to the water in question.

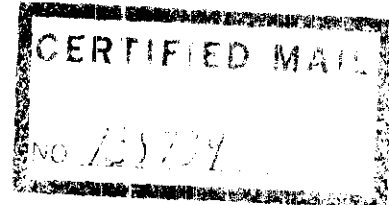
L. GLEN SAXTON
Chief, Water Allocation Bureau

LGS:klg

Enclosures

PATTERSON FARMS OF IDAHO INC.
RT. 1 BOX 1272
PAUL ID 83347

March 31, 1992



PROOF DUE NOTICE

RE: PERMIT NO. 36-08288

Dear Permit Holder:

One of the conditions of approval of the above referenced water permit was that proof of the extent of your beneficial use must be submitted to this office on or before June 1, 1992. (See last page of your approved permit or your last approved extension request.) Enclosed is a form which when accompanied by the license examination fee or a complete field examination report prepared by a certified water right examiner may be used to submit the required proof.

If you have not fully completed your project, and you or a previous owner of this permit have not received a prior extension of time, you may request an extension of time if the delay is for reasonable cause as provided in Section 42-204, Idaho Code. If you have been prevented from proceeding by a governmental agency or by litigation which might bring title to the water in question, more than one extension of time can be granted. An extension of time request form is enclosed for your convenience.

Either an acceptable proof of beneficial use submittal or an acceptable request for an extension of time must be received by this department on or before the above described proof due date. If neither is received, the department will send you a lapse notice. Within sixty (60) days of the mailing of the lapse notice, the permit will no longer be of any force nor effect.

SINCERELY,

Karen L. Gustafson
Secretary/Records Manager

Enclosures



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 -(208) 327-7900

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

September 12, 1990

Larry R. Duff
Attorney at Law
717 7th St.
Box D
Rupert, ID 83350

RE: Shillington Objection to Amendment or Transfer of Water
Permits Nos. 36-8288 and 36-8226

Dear Mr. Duff:

Thank you for your letter dated September 4, 1990.

You have expressed some uncertainty about how to proceed with water rights owned by Mr. Shillington. I believe that you may select alternative means of attempting to protect and quantify the rights.

Depending on one's interpretation of the law, the adjudication claims may or may not be sufficient to protect water rights of your client. I refer you specifically to Idaho Code § 42-1416, and also Idaho Code § 42-245. Idaho Code § 42-1416 can be interpreted to supersede the requirement that water use developed after 1963 be represented by a right developed through the application-permit-license process. The correct interpretation of the statute is a matter for legal experts, however, and I will leave the final interpretation to you. If you feel your client must be further protected, I have enclosed the necessary application forms. It also seems to me that, if the representations in Mr. Shillington's objections are correct, an assignment from Patterson Farms of Idaho, Inc. would be a cleaner method to further protect your client's interest.

Respectfully,

GARY SPACKMAN, Manager
Water Right Permits Section

GS:js

Enclosure

cc: Patterson Farms of Idaho, Inc.
Southern Region



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 - (208) 327-7900

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

August 22, 1990

Patterson Farms of Idaho, Inc.
Rt. 1, Box 1272
Paul, ID 83347

RE: Permits to Appropriate Water Nos. 36-8226 and 36-8288

Gentlemen:

The Department of Water Resources recently received an "Objection to Allowance of Amendment for Transfer of Water Permit No. 36-8288 and 36-8226." Objection was received by W.H. Shillington. Mr. Shillington alleges that he owns the property listed as the place of use on the permits. He objects to any future amendment or transfer of the permits which may attempt to move the water from its present place of use.

Our files do not contain any applications for amendment. This letter is simply to inform you of the objection that was received by the Department. The Department will not take any further action at this time.

Sincerely,

A handwritten signature in cursive script that reads "Gary Spackman".

GARY SPACKMAN, Manager
Water Right Permits Section

GS:js

cc: Larry R. Duff
Southern Region

OBJECTION TO ALLOWANCE OF AMENDMENT OR TRANSFER OF
WATER PERMIT NO.36-8288 and 36-8226

COMES NOW W. H. Shillington, owner of the real property upon which Patterson Farms of Idaho, Inc. was granted Permit No. 36-08288 and 36-08226 and objects to the allowance of any amendment to or transfer of said permits and allegations that W. H. Shillington is the person entitled to the permit.

That the objection and allegation of rightful ownership is based in the following facts:

1. That the two permits are for water for the irrigation of real property in Section 18, Township 9 South, Range 25 EMB Minidoka County, Idaho which is owned by W. H. Shillington and which was owned by him at the time of the approval of the permits on May 9, 1989 and June 1, 1989.

2. That both permits are for water coming from a common well. Said well is owned by W. H. Shillington with a priority date of May 13, 1956 under License G-26947, now 36-2733, which was issued on June 8, 1962. (See Exhibit 1 attached hereto.)

3. That at the time of the drilling and original development of said well. the location of which is in Lot 4, Section 18, Township 9 South Range 25 EBM, the well pumped into a common ditch used by the Witherspoon to water the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18, Township 9 South Range 25 EBM and by the Witherspoon and Pytell to water Lots 4, 7 and the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of said Section 18.

4. That to the best of my knowledge, the water from said well was used on said properties since prior to 1963.

5. That in 1974 and 1975 my deceased partner, Gerald Morgan, and I acquired the Witherspoon and Pytell property (See Exhibits 2 & 3) including said Water License. That said well was

used to irrigate both of said properties at that time and has been used for that purpose ever since.

6. That said well and pump has not been increased in size since they were installed in the late 1950's. Following acquisition of the property, we changed the system to sprinkler irrigation.

7. That in January 9, 1980, my partner and I sold this property and other property to Lloyd and Charlene Patterson on a Title Retaining Contract. (A copy of which is attached hereto as Exhibit 4). That Lloyd and Charlene Patterson subsequently assigned the Contract to Patterson Farms of Idaho, Inc.

8. That the Contract was subsequently defaulted on by Patterson Farms of Idaho, Inc. Lloyd and Charlene Patterson and my partner's estate and I entered into a Default Agreement (a copy of which is attached hereto as Exhibit 5), under the terms of which we agreed to purchase land purchased from the Minidoka County Highway District by Patterson Farms of Idaho, Inc. on which they were using water from the well subject of License No. 36-2733 to water. (See paragraph 20 of Exhibit 5)

9. That Patterson Farms of Idaho, Inc. filed a Chapter 11 Bankruptcy Proceeding shortly thereafter. By an Order dated December 29, 1986, the Bankruptcy Court approved the return of the real property covered by said Permits and Water License to my partner's estate and myself. (A copy of the Estoppel Affidavit and Quit Claim Deed recorded in March of 1987 are attached hereto as Exhibit 6 & 7).

10. That on June 30, 1983, Patterson Farms of Idaho, Inc. filed an application for Permit No. 36-8226 seeking a water permit for 1.38 cubic feet for the Witherspoon and Pytell property. This permit, because of the Swan Falls litigation, was held by the Department and was not approved until May 9, 1989 (Exhibit 8).

JUN 15 1992

At the time of filing, the application for Permit No. 36-8226 contained the following incorrect information:

- Paragraph 7 indicated the work would take about one year to complete when in truth and fact the well and pump had been installed nearly twenty years prior to that date and the pipeline and sprinkler had been installed prior to 1980.

- Paragraph 8C listed Water License No. 36-2733 as being for one acre when in truth and fact it was for thirty-nine acres and that at the time the approval was the answers to 9a and 9b were incorrect.

- That in addition, the answer to paragraph 5c was misleading because it did not mention that there was a water right to the sixty-eight acres not covered under License No. 36-2733 that had been acquired by use prior to 1963.

11. That on June 28, 1985, some three months after execution of the Default Agreement which provided for the sale of the Highway District property to my partner's estate and myself (Exhibit 5, paragraph 20), Patterson Farms of Idaho, Inc. filed application for Permit No. 36-8288 on the Highway District Property. This permit, because of the Swan Falls litigation, was held by the Department and was not approved until June 1, 1990 (Exhibit 9).

That at the time of filing, these lands were irrigated by the original well and pump subject of License No. 36-2733.

At the time of approval of the permit, the applicant did not own the land having deeded the same to my deceased partner's estate and myself on May 1, 1987 (Exhibit 10).

12. That at the time of the termination of the contracts on the Witherspoon and Pytell property covered by Permit No. 36-8226 and the acquiring of the Highway District property covered by Permit No. 36-8288, I understood we had all water rights of every type used in connection with said property and no mention was made of any reservation of any rights by Patterson Farms of Idaho, Inc. nor was it every disclosed that Patterson Farms of Idaho, Inc. had filed an Application for Permit that had

not yet been approved wherein it claimed water rights on said land.

13. That I acquired all of the interest of the Estate of Gerald Morgan on said property and water rights by a deed dated March 23, 1980 which specifically covers the License No. 36-2733 (formerly No. G-26247) as well as all water rights developed by the well covered by said License. (See page 2 of Exhibit 11, attached hereto).

14. That all water used on the real property described in both permits is, and has always been, pumped from the well drilled and by the pump installed in the late 1950's under License No. 36-2733.

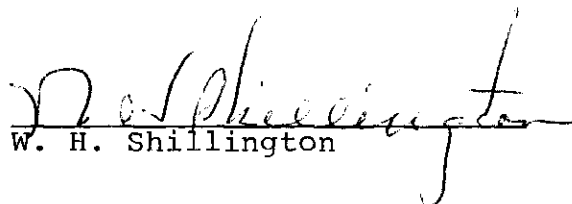
15. That after May 1, 1987, Patterson Farms of Idaho, Inc. had no ownership interest in any of the real property described in said permit of prior to that time only held a contract buyers interest. That Patterson Farms of Idaho, Inc. have not been in possession of said real property since prior to May 1, 1987.

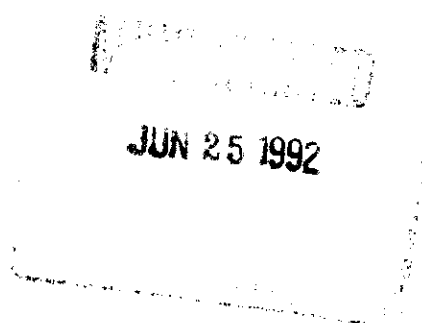
16. That Patterson Farms of Idaho, Inc., under an agreement with me, own the pivot on said property which was left because it had removed the wheel lines and hand lines that belonged to said farms. Pursuant to the Agreement, it has until December 1, 1991 to return the wheel lines and hand lines or transfer the pivot free and clear to me.

17. That the permit should be construed to be filed on behalf of W. H. Shillington and that the same should not be allowed to be transferred from the real property described therein. Because the well, pump, and irrigation system were in place at the time of filing and all work completed prior to the time of the filing of the request from extension, the Department should accept proof as in by the undersigned and issue a license

with the license being appurtenant to the real property described
in said permit at this time.

DATED this ____ day of August, 1990.


W. H. Shillington



State of Idaho
License and Certificate of Water Right

Water License No. G-26247

Amount 0.76 c.f.s.

Water District No.

Priority March 13, 1956

THIS IS TO CERTIFY that LAVERN WITHERSPOON
of Rupert, Idaho, made application for a permit to appropriate the
public waters of the State of Idaho, dated March 13, 1956; that Permit No. G-26247
was issued under said application; that Certificate of Completion of works, with a carrying capacity of
0.76 second feet, was issued thereunder on June 8, 1962, showing that said works
were completed on the 14th day of February, 1961; and that on the 14th
day of February, 1961,

LAVERN WITHERSPOON

of Rupert, State of Idaho, made proof to the satisfaction of the
State Reclamation Engineer of Idaho, of the right to use the waters of a well
, a tributary of subterranean flow, for the purpose of irrigation
, under Use Permit No. G-26247 of the Department of Reclamation
and that said right to the use of said waters has been perfected in accordance with the laws of Idaho,
and is hereby confirmed by the State Reclamation Engineer of Idaho and entered of record in Volume
12 of Licenses at page 7288, on the 8 day of June, 1962;
The right hereby confirmed dates from March 13, 1956;
The Point of Diversion is located Lot 4

In the -- 1/4 -- 1/4, Sec. 18, Tp. 9 S., R. 25 E., B. M. County Minidoka

That the amount of water to which such right is entitled and hereby confirmed, for the purposes
aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall
not exceed 0.76 cubic feet per second.

Description and location of use:

| Twp. | Range | Sec. | Forty-acre Tract | No. Acres
Described in Permit | No. Acres
Actually Irrigated |
|------|-------|------|--|----------------------------------|---------------------------------|
| 9 S. | 25 E. | 18 | SE 1/4 NW 1/4 | 37.9 | 39 |
| | | | Total number of acres to be irrigated: | | 39 |

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

WITNESS the seal and signature of the State Reclamation Engineer, affixed at Boise, Idaho, this

8th day of June, 1962.

RALPH W. THOMAS

Deputy State Reclamation Engineer.

(SEAL)

43-2443
36-2733

EXHIBIT

WARRANTY DEED

For Value Received Lavern Witherspoon aka William L. Witherspoon aka William Lavern Witherspoon and Margie Jean Witherspoon, husband and wife of Route # 4, Rupert, Minidoka County, Idaho

the grantors, do hereby grant, bargain, sell and convey unto Gerald H. Morgan and W. H. Shillington doing business as MORGAN AND SHILLINGTON FARMS

the grantees, whose current address is Rupert, Minidoka County, Idaho

the following described premises, to-wit:

Lot Four (4) and Lot Seven (7) Section Eighteen (18) Township Nine (9) South, Range Twenty-five (25) East, Boise Meridian, Minidoka County, Idaho, including that part of Lot 6 lying South of 200 North Road and West of Witherspoons reserved acreage fence more particularly described as follows:

A part of Lot 6, Section 7 of Township 9 South, Range 25 East, Boise Meridian, Minidoka County, Idaho. More particularly described as beginning at a point S 88° 59' E 2556.6 feet from the Southwest corner of Section 7; thence S 88° 59' E 438.2 feet; thence N 70° 58' W 81.7 feet; thence S 83° 20' W 430.4 feet; thence South 22.8 feet to the point of beginning.

together with all water rights and ditch rights appurtenant thereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee S, their heirs and assigns forever. And the said Grantor S do hereby covenant to and with the grantees that they are the owner S in fee of said premises, that said premises are free from all encumbrances,

and that they will warrant and defend the same from all lawful claims whatsoever.
Dated: January 3rd, 1974.

Lavern Witherspoon
Margie Jean Witherspoon

339883
JAN 5 9 12 AM '84
FEE \$ 2.00
DEPUTY
CLERK OF DISTRICT COURT
MINIDOKA COUNTY, IDAHO

STATE OF IDAHO, COUNTY OF MINIDOKA)

on this day of January, 1974, before me, a notary public in and for said State, personally appeared William Lavern Witherspoon and Margie Jean Witherspoon known to me to be the person S whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public
Residing at Rupert, Idaho
Comm. Expires

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at the request of at minutes past o'clock m., this day of 10, in my office, and duly recorded in Book of Deeds at page

By Ex-Officio Recorder Deputy

Fee \$
Mail to: Return to

Goodman and Duff

P.O. Box 61
Rupert, ID 83350

EXHIBIT

2

333065

WARRANTY DEED

FOR VALUE RECEIVED JOSEPH PYTELL and DOROTHY PYTELL, husband and wife, the Grantors, do hereby grant, bargain, sell and convey unto MORGAN-SHILLINGTON FARM CO., a co-partnership, whose present address is 917 I Street, Rupert, Idaho 83350, the Grantee, the following described premises, located in Minidoka County, Idaho, to-wit:

The Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Eighteen (18), Township Nine (9) South, Range Twenty-Five (25) East, Boise Meridian, Minidoka County, Idaho, together with appurtenances.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee its heirs and assigns forever. And the said Grantors do hereby covenant to and with the Grantee that they are the owners in fee of said premises, that said premises are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 10th day of April, 1975.

Joseph Pytell
Joseph Pytell

Dorothy Pytell
Dorothy Pytell

STATE OF CALIFORNIA)
County of LOS ANGELES) ss.

On this 7th day of May, 1975, before me, a Notary Public in and for said State, personally appeared Joseph Pytell and Dorothy Pytell known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

(SEAL)

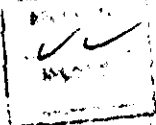


1098 No. Glendale Ave., Glendale, CA 91206

Dorothy V. Taylor
Notary Public

Residing at Glendale Ca

My Commission Expires: 9-27-75



APR 21 3 16 PM '75
MINIDOKA COUNTY, IDAHO
CLARENCE SMITH
RECORDER
FEE 2-
DEPUTY DS

333065

EXHIBIT

3

CONTRACT OF SALE
OF REAL AND PERSONAL PROPERTY

THIS AGREEMENT made and entered into this 9th day of January, 1980, by and between W. H. SHILLINGTON and EDITH SHILLINGTON, husband and wife, and GERALD MORGAN, a married man dealing with his sole and separate property, d/b/a Morgan-Shillington Farm Co., a partnership, herein called the Seller, and LLOYD L. PATTERSON and CHARLENE PATTERSON, husband and wife, hereinafter called the Buyer, all of Minidoka County, Idaho,

WITNESSETH:

That for and in consideration of the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) lawful money of the United States to the Seller to be paid by the Buyer on January 9, 1980, and in consideration of the promise and agreement hereinafter contained on the part of the Buyer to pay to the Seller the additional sum of FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$550,000.00) for a total purchase price of \$700,000.00 in like money, with interest at Ten percent (10%) per annum on the deferred balances, and in consideration of the other promises and agreements herein contained on the part of the Buyer to be kept and performed, the Seller promises to sell and convey unto the Buyer and the Buyer to take and purchase from the Seller, the following described real and personal property located in Minidoka and Cassia Counties, Idaho:

Parcel 1 - Newman: The West Half of the Southeast Quarter (W1/4SE1/4) of Section Seventeen (17), Township 9 South, Range 25 East, Boise Meridian, in Cassia County, Idaho, together with appurtenances.

Together with all right, title and interest in and to a well located upon the property and in and to all subterranean water developed by that well operating under Water Permit No. 45-7264, and all water and water rights, ditches and ditch rights used thereon or appurtenant thereto,

EXHIBIT
4

including but not limited to, water and ditch rights under the Minidoka Irrigation District.

SUBJECT TO: Easements recorded as Instrument No. 21032 and Instrument No. 21033 both on Film 30, Cassia County Records.

And personal property listed on Exhibit "A" attached hereto and by this reference made a part hereof.

Parcel 2 - Roberts: TOWNSHIP 9 SOUTH, RANGE 25 EAST, BOISE MERIDIAN, CASSIA COUNTY, IDAHO:

Section 17: E $\frac{1}{2}$ SW $\frac{1}{4}$, TOGETHER with an easement for egress and ingress over and across the following described tracts of land: Beginning at the Northwest corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 17, Township 9 South, Range 25 East, Boise Meridian; thence East 20 feet; thence Southwesterly to a point on the West line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ 20 feet South from the Point of Beginning; thence North 20 feet to the Point of Beginning.

ALSO, beginning at the Southeast corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, Township 9 South, Range 25 East, Boise Meridian, running thence West 20 feet; thence Northeasterly to a point on the East line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ 20 feet North from the Point of Beginning; thence South 20 feet to the Point of Beginning.

ALSO EXCEPTING THEREFROM: Beginning at the Southwest corner of the E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 17, Township 9 South, Range 25 East, Boise Meridian, thence North 635 feet; thence East 720 feet; thence South 635 feet; thence West 720 feet to the Point of Beginning.

TOWNSHIP 9 SOUTH, RANGE 25 EAST, BOISE MERIDIAN, CASSIA COUNTY, IDAHO:

Section 17: SW $\frac{1}{4}$ NE $\frac{1}{4}$, ALSO beginning at a point 38 rods and 3 feet East of the Northwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, Township 9 South, Range 25 East, Boise Meridian; thence East 41 rods and 13 $\frac{1}{2}$ feet; thence South 80 rods; thence West 41 rods and 13 $\frac{1}{2}$ feet; thence North 80 rods to the Point of Beginning.

EXCEPTING THEREFROM: All that portion lying North of the center line of Lateral #34.

ALSO EXCEPTING an easement for ingress and egress over and across the East 30 feet of the above-described property, being the East 30 feet of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 17, TOGETHER WITH a right-of-way described as follows: Beginning at the Northeast corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, Township 9 South, Range 25 East, Boise Meridian; thence West

2 rods; thence South 3 rods; thence East 2 rods; thence North 3 rods to the Point of Beginning.

Together with all right, title and interest in and to a well located upon the property and in and to all subterranean water developed by that well operating under Water Permit No. 45-7264, and all water and water rights, ditches and ditch rights used thereon or appurtenant thereto, including but not limited to, water and ditch rights under the Minidoka Irrigation District.

And personal property listed on Exhibit "A" attached hereto and by this reference made a part hereof.

Parcel 3 - Witherspoon:

Lot 4 and Lot 7, Section 18, Township 9 South, Range 25 East, Boise Meridian, Minidoka County, Idaho, including that part of Lot 6 lying South of 200 North Road and West of Witherspoons reserved acreage fence, more particularly described as follows:

A part of Lot 6, Section 7 of Township 9 South, Range 25 East, Boise Meridian, Minidoka County, Idaho, more particularly described as: Beginning at a point South 88°59' East 2556.6 feet from the Southwest corner of Section 7; thence South 88°59' East 438.2 feet; thence North 7°58' West 81.7 feet; thence South 83°20' West 430.4 feet; thence South 22.8 feet to the Point of Beginning.

TOGETHER with all right, title and interest in and to a well located upon the property and in and to all subterranean water developed by that well operating under Water Permit No. G-26247, and all water and water rights, ditches and ditch rights used thereon or appurtenant thereto, including but not limited to, water and ditch rights under the Minidoka Irrigation District.

And personal property listed on Exhibit "A" attached hereto and by this reference made a part hereof.

Parcel 4 - Pytell:

The Northeast Quarter of the Northwest Quarter (NE¼NW¼) of Section 18, Township 9 South, Range 25 East, Boise Meridian, Minidoka County, Idaho, TOGETHER with appurtenances.

Together with all right, title and interest in and to a well located upon the property and in and to all subterranean water developed by that well operating under Water Permit No. G-26247,

JUN 25 1992

and all water and water rights, ditches and ditch rights used thereon or appurtenant thereto, including but not limited to, water and ditch rights under the Minidoka Irrigation District.

And personal property listed on Exhibit "A" attached hereto and by this reference made a part hereof.

The Buyer promises and agrees to purchase said premises and to pay to the Seller the said sum of \$550,000.00 with interest at Ten percent (10%) per annum from the date hereof, as follows:

A payment in cash equal to one-third (1/3) of the gross crops produced upon said premises each year, payable as the crops are sold as hereinafter provided, which said payments as received will be first applied to accrued interest and the balance to principal. It is further understood and agreed that each year's crops shall be sold not later than March 1 of the succeeding year and that payment to the Sellers shall be made as each crop is sold. Nothing herein contained shall prevent the Buyer from prepaying the balance of the purchase price, without penalty, except the Buyer may not pay more than 29% of the purchase price herein set forth in any one calendar year without Seller's consent. It is further understood and agreed that the said one-third (1/3) payment in cash shall include a payment in such amount on any and all government agricultural payments on or for said premises. The payments for said government payment programs shall be made on the date received by the Buyer.

A minimum payment of not less than the accrued interest will be made annually on or before March 1st of each year commencing on March 1, 1981. The entire balance shall be paid in full on March 1, 2000, if not paid in full prior to that date. The payment minimum is based upon the crops percentage payment to be made.

IMPROVEMENTS AND ALTERATIONS: It is understood and agreed that the Buyer will not make any alterations to improvements located on the above-described premises that will in any manner decrease the value of said improvements and that improvements, if any, made upon the above-described premises shall be paid for by the Buyer at the time said improvements are made; and that the Buyer will not permit or allow any mechanic's and

JUN 25 1994

materialmen's liens to be filed on the premises.

TAXES: The Seller promises and agrees to pay all water charges, taxes and assessments levied or assessed against the above-described premises up to and including the 1st day of January, 1980, and all prior years. The Buyer promises and agrees to pay, before the same become delinquent, all taxes and assessments levied or assessed against the above-described premises from the 1st day of January, 1980 and to pay all water charges, taxes and assessments subsequent to said date to be assumed as part of the purchase price by the Buyer, which amount and amounts said parties agree to pay when due and payable.

POSSESSION: It is understood and agreed that the Buyer shall have possession of the above-described premises on the day of execution of this agreement and to remain in possession so long as the Buyer complies with the terms and conditions of this agreement.

PERSONAL PROPERTY: It is understood and agreed that the title to all of the said personal property shall remain in the Seller until payment in full by the Buyer is made. The Buyer agrees during the term of this contract pertaining to said personal property to maintain the quantity and quality of said property as it exists this date and agrees to replace any loss with a like quality and that title to said replacements shall be vested in the Seller pending the performance of this contract as to said personal property by the Buyer.

It is further understood and agreed that a portion of the value of the property transferred hereunder is personal property, which will have to be replaced from time to time during the contract. The Buyer does hereby agree to maintain said personal property and to keep the same in good and "First

Class" condition at all times, and that replacement personal property shall be of as good or better quality and valued at a sum not less than the present value of the personal property being so replaced.

REPRESENTATIONS AND WARRANTIES: It is understood and agreed by and between the parties hereto that with reference to the character and quality of the above-described real property and improvements thereon, the Buyer has made its own personal investigation of the same and, in contracting for the purchase of said property, has relied and is relying solely upon the information acquired by the Buyer.

CARE OF THE PREMISES: The Buyer agrees to farm said premises in a good and farmerlike manner and to produce crops upon said premises in each year during the term hereof and not to allow any farmland on said premises to be idle or out of production in any year during the term of this agreement except in the event a government agricultural program is applicable to the idle lands. The Buyer agrees to comply with all government programs on the premises herein, except as may otherwise be agreed between the parties. The Buyer agrees that it will not commit or suffer, nor permit another to commit waste upon the premises during the terms of this contract nor assign, sell mortgage or otherwise encumber said premises or this contract or any part hereof without the written consent of the Seller being first obtained.

GOVERNMENT AGRICULTURAL PROGRAMS: All grain and other crop programs applicable hereto shall remain with the premises described and shall not be transferred during this agreement and in the event of default the Seller shall be entitled to the return thereof in addition to the possession of the real and personal property.

TRANSFER OF TITLE: The Seller agrees to make and execute a good and sufficient Warranty Deed to the real property to be held by the Seller until final payment to convey said real property to the Buyer free and clear of any and all encumbrances, except as herein otherwise provided and except such sums or encumbrances as may be attached thereto by acts of the parties of the Buyer.

PRIOR ENCUMBRANCES: The parties understand that there is presently an encumbrance against the premises herein described and other property owned by the Seller in favor of the contract sellers of each of the four parcels being sold by the Seller with the following balances due: Witherspoon - \$19,500.00; Paytell - \$12,000.00; Roberts - \$20,800.00 and Newman - \$21,372.70; and that the Seller herein agrees to make the payments on said contracts as the same become due under said obligation to the Contract Seller. Seller further agrees that in the event Seller should fail to make said payments on said contracts when due, that the Buyer shall have the right to make said payments and deduct the same from the annual payments due to the Seller and that the Seller, prior to the delivery of Warranty Deed herein described, shall pay said contracts in full as the same applies to the property being sold hereunder to the Buyer at the Seller's sole cost and expense.

CASUALTY INSURANCE: It is understood and agreed that the Buyer will keep the sprinkler equipment insured for casualty loss in an amount not less than is presently upon said sprinkler equipment with a good and reliable insurance company with a standard loss payable clause attached thereto in favor of the Seller.

It is further agreed that the Buyer may take out

-7- JUN 25 1992

such additional insurance covering the improvements located upon the above-described premises and the personal property heretofore described as the Buyer may desire, with a good and reliable insurance company, with a loss-payable clause thereto attached, paying to the Seller the Seller's interest in said improvements or personal property as the Seller's interest may appear under the terms of this agreement.

TITLE INSURANCE: The Seller agrees to furnish and deliver to the Buyer a policy of title insurance in the sum of \$ 585,000.00, which policy shall insure the Buyer good and marketable title to the premises being conveyed to them by the Seller save and except any liens that may occur by acts of the Buyer after the date hereof. Said policy shall be furnished within thirty (30) days after the payment of the initial payment hereunder.

FORFEITURE CLAUSE: Time is of the essence in this agreement and should the Buyer fail, neglect or refuse to pay said installments of purchase price, together with interest thereon, at the time and times when the same become due and payable, or should the Buyer fail, neglect or refuse to pay taxes, construction charges, operation and maintenance charges, or any other charges or assessments at the time when the same become due and payable, and should the Buyer fail, neglect or refuse to keep or perform each or any of the covenants of this agreement herein contained for the Buyer to keep and perform, then and in that event the Seller shall give to the Buyer notice of such claimed defaults in writing in the manner hereinafter provided; thereafter, the Buyer shall have a time period of thirty (30) days within which to remedy the claimed default. Should the Buyer fully perform those matters claimed to be

JUN 25 1992

in default as set out in said Notice, within the said time period, no forfeiture may be declared or shall the same become effective. However, in the event that the Buyer fails to remedy the claimed default within the said time period, the Seller may declare this agreement forfeit and shall have the right to enter upon and take possession of the real and personal property above described and the Seller may, in that event, retain all payments made hereinunder as reasonable rental and liquidated damages; or at the Seller's election, they may declare the entire balance due and foreclose their contract as a mortgage.

NOTICE: Any notice to be given under and pursuant to the terms of this agreement shall be deemed delivered when mailed through the United States Certified Mail, postage prepaid, return receipt requested, and addressed to either of the parties at the following addresses. In the case of the Seller, P.O. Box 535, Rupert, Idaho 83350; in the case of the Buyer, Route 1 Box 81, Paul, Idaho. These addresses may be changed from time to time by written notice of the parties to the other parties; PROVIDED FURTHER, that in the case of default of the Buyer, notice may be given as above provided or by personal service in the same manner as service of process.

PAYMENT OF CHARGES BY SELLER: The Seller reserves the right to pay the taxes and water charges on said premises and add the same to the purchase price to be paid by the Buyer if the Buyer fails to pay the same when due. Such payments, if made, shall bear interest at the contract rate from payment by the Seller.

TRUTH IN LENDING DISCLOSURE: That in compliance with the Truth in Lending Laws of the United States of America, the Buyer is advised that the Total Amount Financed by the

Seller pursuant to this Contract of Sale is the sum of \$550,000.00. That said sum bears interest at Ten percent (10%) per annum from the date hereof until paid. That the ANNUAL PERCENTAGE RATE is: Ten percent (10%). That the FINANCE CHARGE for the life of this contract is the sum of \$742,055.80. FOR THE PURPOSE OF THIS DISCLOSURE, FINANCE CHARGES AND INTEREST RATE HAVE BEEN COMPUTED ON THE ASSUMPTION THAT THE CONTRACT PAYS OUT ON AN EQUAL AMORTIZED ANNUAL PAYMENT WITH TEN PERCENT INTEREST IN TWENTY YEARS WITH AN AMORTIZED PAYMENT OF \$64,602.79. THE BUYER EXPRESSLY ACKNOWLEDGES THAT THE PAYMENTS HEREUNDER ARE A PERCENTAGE OF CROP AND WILL VARY FROM YEAR TO YEAR AND THAT THE BUYER MAY PREPAY ANY AMOUNT AT ANY TIME NOT TO EXCEED 29 PERCENT OF THE PURCHASE PRICE IN ANY ONE YEAR WITHOUT THE SELLER'S CONSENT. IF SUCH PAYMENTS ARE MADE THEY WILL REDUCE THE FINANCE CHARGES BY THE AMOUNT OF INTEREST CHARGED ON THE DEFERRED BALANCE FROM TIME TO TIME REMAINING.

INSURANCE DISCLOSURE: During the term of this agreement the Buyer is required to keep the premises continuously insured against physical damage as hereinabove set forth. Said insurance is not available from the Seller.

ATTORNEY FEES: The parties hereto expressly agree that in the event suit is brought under this contract, the successful party shall be entitled to recover as a cost of said suit a reasonable attorney fee.

ASSIGNMENT: It is understood that the Buyer shall not assign this agreement or any interest thereunder without the written consent of the Seller; PROVIDED, HOWEVER, that said consent shall not be unreasonably withheld.

HEIRS, ETC.: The words "Seller" and "Buyer" wherever they appear in this instrument include the heirs, personal

representatives, successors and assigns of said parties and the parties hereto respectively bind themselves, their successors, heirs, assigns and legal representatives.

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

W. H. Shillington
W. H. Shillington

Edith Shillington
Edith Shillington

Gerald Morgan
Gerald Morgan
SELLER

Lloyd L. Patterson
Lloyd L. Patterson

Charlene Patterson
Charlene Patterson
BUYER

STATE OF IDAHO)
County of Minidoka) ss.

On this 8th day of January, 1980, before me the undersigned Notary Public in and for said State personally appeared W. H. SHILLINGTON, EDITH SHILLINGTON and GERALD MORGAN known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

(SEAL)

Larry R. Luff
Notary Public
Residing at Rupert, Idaho
My Commission Expires: Sept

STATE OF IDAHO)
) ss.
County of Minidoka)

On this 9th day of January, 1980,
before me the undersigned Notary Public in and for said State
personally appeared LLOYD L. PATTERSON and CHARLENE PATTERSON
known to me to be the persons whose names are subscribed to
the within instrument and acknowledged to me that they executed
the same.

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

(SEAL)

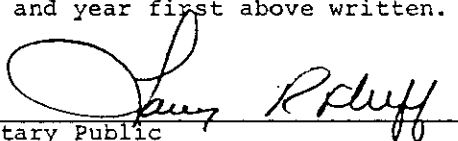

Notary Public
Residing at Rupert, Idaho
My Commission Expires: Life

EXHIBIT "A"

PERSONAL PROPERTY

The following is a list of personal property covered by this contract, together with the location of the property:

Witherspoon - Pytell Property

1 - 75 HP Pump and Motor, Serial No. GEJ11919440
3300 feet Steel Mainline
5 - 1/4 mile Wheel lines
3 - 1/4 mile Hand lines

Roberts - Newman Property

1 - 150 HP Pump and Motor, Serial No. 444TP
12 - 1/4 mile Wheel Lines
4 - 1/8 mile Wheel Lines
1/8 mile 10" Steel Mainline
1/8 mile 8" Steel Mainline
1/2 mile 6" Portable Aluminum Mainline

4576

DEFAULT AGREEMENT

THIS AGREEMENT made and entered into this 3 day of April, 1985, by and between W. H. SHILLINGTON and EDITH SHILLINGTON, husband and wife, MORGAN-SHILLINGTON FARM COMPANY, a partnership consisting of the Estate of Gerald Morgan, deceased, and W. H. Shillington, the ESTATE OF GERALD MORGAN by and through W. H. Shillington, Court Appointed Personal Representative, KARIN DAVIES and FAYRE SHILLINGTON by and through their attorney-in-fact, W. H. Shillington, and MINIDOKA GROWERS SUPPLY, INC., an Idaho Corporation, hereinafter referred to for convenience as "Morgan-Shillington", and PATTERSON FARMS OF IDAHO, INC., an Idaho Corporation, and LLOYD L. PATTERSON and CHARLENE PATTERSON, husband and wife, hereinafter referred to for convenience as "Patterson Farms",

WITNESSETH:

WHEREAS, Patterson Farms are purchasing from Morgan-Shillington various parcels of real property and personal property and are also leasing certain personal property from Morgan-Shillington under various contracts and leases hereinafter described between Morgan-Shillington and Patterson Farms, including certain contracts between Morgan-Shillington and Lloyd Patterson and Charlene Patterson which have been assumed by Patterson Farms, and

WHEREAS, all of said contracts are now in default except one contract on which the payment is not due until June 20, 1985, and

WHEREAS, the banking institution that has heretofore financed Patterson Farms farm operating credit line has refused to continue to finance the operation of Patterson Farms, and

EXHIBIT

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WHEREAS, said banking institution has indicated it would reconsider reduced financing if Morgan-Shillington would defer current payments due and past due of in excess of \$600,000.00, and if said Bank does not reconsider a deferral would be necessary to obtain any other financing, and

WHEREAS, because of the default of Patterson Farms, Morgan-Shillington is unable to pay certain mortgage payments on the property being sold to Patterson Farms and are unable to defer said payments when they are actively pursuing either foreclosure of their contracts with Patterson Farms by formal suit or voluntary agreement, and

WHEREAS, filing of such by Morgan-Shillington against Patterson Farms may result in an inability of Patterson Farms to obtain financing of their 1985 farming operation and would incur additional costs for Patterson Farms in connection with said action, and

WHEREAS, the parties desire to avoid litigation and the costs and publicity accompanying the same and to provide for an agreement to forego any payment on the farm and equipment contracts hereinafter described in 1985 by Patterson Farms to Morgan-Shillington and not to prejudice the position of Morgan-Shillington by them not instituting a foreclosure action, and

WHEREAS, the parties have previously entered into a Late Payment Agreement dated March 26, 1982, that the parties agree to modify as hereinafter set forth.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. That the terms of this agreement apply to the following Contracts to Purchase Real and Personal Property and Personal Property Leases between the parties:

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(a) Contract dated January 8, 1981, and Addendum to said Contract of like date between W. H. Shillington and Edith Shillington, husband and wife, and Gerald Morgan, d/b/a Morgan-Shillington Farm Co., as Seller and Lloyd L. Patterson and Charlene Patterson, husband and wife, as Buyer, covering certain real and personal property in Cassia and Minidoka Counties, designated as the Giraud and Hammond property on which there is a current principal balance due of \$650,000.00 with accrued interest and late penalties to January 9, 1985, of \$65,928.00 for a total unpaid balance as of January 9, 1985, of \$715,928.00. A copy of said Contract and Addendum is attached hereto as Exhibit 1.

(b) Contract of Sale of Real and Personal Property dated January 9, 1980, and Addendum thereto dated December 15, 1980, between W. H. Shillington and Edith Shillington, husband and wife, and Gerald Morgan, d/b/a Morgan-Shillington Farm Company as Seller and Lloyd L. Patterson and Charlene Patterson, husband and wife, as Buyer, covering certain real and personal property in Cassia and Minidoka County designated as Newman, Roberts, Witherspoon and Pytell properties in which there is a current principal balance of \$550,000.00 with accrued interest and late penalties to January 9, 1985, of \$55,784.00 for a total unpaid balance as of January 9, 1985, of \$605,784.00. A copy of said Contract and Addendum is attached hereto as Exhibit 2.

(c) Contract of Sale of Real and Personal Property dated August 26, 1980, and Addendum thereto dated December 15, 1980, between W. H. Shillington and Edith Shillington, husband and wife, and Gerald Morgan d/b/a Morgan-Shillington Farm Company as Seller and Patterson Farms of Idaho, Inc. as Buyer covering certain real and personal property located in Minidoka County designated as Lindauer property on which there is a current unpaid principal balance of \$540,000.00 with accrued interest and late charges to December 15, 1984, of \$55,289.00 for a total unpaid balance as of December 15, 1984, of \$595,289.00 which Contract was assigned by the Seller to Gerald Morgans. A copy of said Contract and Addendum is attached hereto as Exhibit 3.

(d) Contract of Sale of Real and Personal Property dated December 15, 1980, and Addendum of like date, between W. H. Shillington and Edith Shillington and Gerald Morgan d/b/a Morgan-Shillington Farm Company and Patterson Farms of Idaho, Inc. as Buyer covering certain real and personal property in Minidoka County designated as Monogram property on which there is an unpaid principal balance of \$1,800,000.00 with accrued interest and late charges to December 15, 1984, of \$184,269.00 for a total unpaid balance as of December 15, 1984, of \$1,984,269.00, which contract was assigned by the Seller to Gerald Morgan. A copy of said contract and addendum is attached hereto as Exhibit 4.

(e) A Contract of Sale of Real and Personal Property dated December 15, 1980, and Addendum thereto of like date, between W. H. Shillington and Edith Shillington, husband and wife, as Seller and Patterson Farms of Idaho, Inc. as Buyer covering certain real and personal

property located in Blaine County designated as Owyhee property on which there is a current unpaid principal balance of \$1,524,000.00 with accrued interest and penalty to December 15, 1984, of \$156,021.00 for a total unpaid balance as of December 15, 1984, of \$1,680,021.00 a copy of said Contract and Addendum is attached hereto as Exhibit 5.

(f) A Contract of Sale of Real and Personal Property dated December 15, 1980 between Willard Fayre Shillington as Seller and Patterson Farms of Idaho, Inc. as Buyer covering certain real and personal property in Blaine County located in Section 11, Township 8 South, Range 26, E.B.M. in which there on which there is a current unpaid principal balance of \$149,100.00 with accrued interest to December 15, 1984, of \$12,418.00 for a total unpaid balance as of December 15, 1984, of \$161,518.00, a copy of said Contract is attached hereto as Exhibit 6.

(g) A Contract of Sale of Real and Personal Property dated December 15, 1980, between Karin Lore Davies as Seller and Patterson Farms of Idaho, Inc. as Buyer covering certain real and personal property in Blaine County located in Section 2 and 11, Township 8 South, Range 26, E.B.M. in which there on which there is a current unpaid principal balance of \$149,100.00 with accrued interest to December 15, 1984, of \$12,418.00 for a total unpaid balance as of December 15, 1984, of \$161,518.00. A copy of said contract is attached hereto as Exhibit 7.

(h) A Contract of Sale of Real and Personal Property dated September 1, 1982, between Morgan-Shillington Farm Company as Seller and Patterson Farms of Idaho, Inc. as Buyer covering a certain potato cellar and refrigerated air equipment located on Lots 6 and 7 and NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 2, Township 8 South, Range 25 E.B.M., Minidoka County, Idaho, a/k/a the Refrigerated Cellar, on which there is a current unpaid balance of \$89,245.26, plus interest from March 1, 1984, a copy of said Contract is attached hereto as Exhibit 8.

(i) A Contract of Sale of Real and Personal Property dated September 1, 1982, between Morgan-Shillington Farm Company as Seller and Patterson Farms of Idaho, Inc. as Buyer covering a certain potato cellar and air equipment located on Lots 6 and 7 and NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 2, Township 8 South, Range 25 E.B.M., Minidoka County, Idaho, a/k/a the 130 Cellar, on which there is a current unpaid balance of \$64,751.41, plus interest from January 9, 1985, a copy of said Contract is attached hereto as Exhibit 9.

(j) Lease Agreement dated December 15, 1980, between Morgan-Shillington Farm Company as Lessor and Patterson Farms of Idaho, Inc., as Lessee covering certain farm equipment and motor vehicles, which Lease is referred to as the "Equipment Lease" on which there is a payment of \$60,000.00 due April 1, 1985, plus a residual payment to purchase on April 15, 1986, of \$140,000.00. A copy of said Lease is attached hereto as Exhibit 10.

(k) Lease Agreement dated 1st day of May, 1981, between Minidoka Growers Supply, Inc. as Lessor and Patterson Farms of Idaho, Inc. covering one 1268' Model Valley Irrigation Pivot and other equipment on which there remains due 6 annual lease payments of \$13,720.98, plus purchase residual for a total lease balance of \$82,325.88, plus residual. The next annual payment is due May 5, 1985. A copy of said Lease is attached hereto as Exhibit 11.

(l) Lease Agreement dated the 9th day of October, 1981, between Minidoka Growers Supply, Inc. as Lessor and Patterson Farms of Idaho, Inc. as Lessee covering 2 Model 5971 Valley Pivot Systems and other equipment on which there remains due 2 amended lease payments of \$45,798.88, plus purchase residual for a total lease balance of \$91,597.76, plus residual. The October 15, 1984, payment is past due and the next annual payment is due October 15, 1985. A copy of said Lease is attached hereto as Exhibit 12.

2. Patterson Farms agrees to transfer all their interest in and to execute and deliver to Goodman & Duff, as Escrow Agent, Quitclaim Deeds and Estoppel Affidavits to the real property described in sub-paragraphs a, b, c, d, e, f, g, h, and i of paragraph 1. and to waive all interest in the personal property described in Subparagraphs j, i and l. of Paragraph 1. upon the execution of the agreement transferring all their interest in said property to respective parties included in Morgan-Shillington.

3. Morgan-Shillington agree to waive and subordinate any claim against the 1985 crops for payments on the Contracts attached hereto as Exhibits 1, 2, 3, 4, and 5.

4. Morgan-Shillington agree that unless the contracts are reinstated in the manner hereinafter set forth, that they will make no claim against Patterson Farms for back payments or deficiencies on the contracts and leases attached hereto as Exhibit 1 through 12.

5. That Patterson Farms shall be entitled to retain possession of all of the property described in Exhibits 1 to 7 and 10 through 12 attached hereto without making any payments on the same except for water charges and 1984 real estate taxes on

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the real property and to retain the possession of the potato cellar described in Exhibit 8 and 9 upon the payment of the sums hereinafter set forth.

6. That Patterson Farms shall have until 12:00 noon on the 31st day of March, 1986, to reinstate said Contracts and Leases in the manner hereinafter set forth or to pay the extension fees hereinafter set forth. If said Contracts are not reinstated or the extension fee paid by 12:00 noon on March 31, 1986, all right, title, interest and claim, including the right to reinstate and the right of possession to the property described in said Leases and Contracts shall be terminated and Patterson Farms shall deliver possession of the same to Morgan-Shillington at 12:01 p.m. on March 31, 1986, and the Escrow Agent shall be authorized to deliver the Quitclaim Deeds and Estoppel Affidavits to Morgan-Shillington. In the event the Contracts are not re-instated but the extension fee is paid then and in that event the time to reinstate said Contracts and Leases shall be extended until 12:00 noon on March 31, 1987, and Patterson Farms shall be entitled to remain in possession upon payment of the 1985 real estate taxes and current water charges until 12:00 noon on March 31, 1987. If the Contracts and Leases so extended have not been re-instated by 12:00 noon on March 31, 1987, all right, title and interest of Patterson Farms to said property shall cease and they shall deliver possession thereof to Morgan-Shillington and the Escrow Agent shall deliver the Deeds and Estoppel Affidavits to Morgan-Shillington.

7. That during the term of this Default Agreement Patterson Farms shall pay to Morgan-Shillington all sums received by them for storage of potatoes, beets or other produces for the years or any portion thereof of 1984, 1985 and 1986 in the cellar described in Exhibits 7 and 9. If no rentals are received by Patterson Farms they will pay Morgan-Shillington \$.20 per cwt for

C. A.
W. A.
O. P.
15
L.P.

all produce stored in the Air Conditioned Cellar and \$.30 per cwt for all produce stored in the Refrigerated Air Conditioned Cellar. That so long as said storage rents are paid to Morgan-Shillington, Patterson Farms shall be entitled to retain possession of the cellars. If said rentals are not paid Morgan-Shillington shall be entitled to possession of the cellar.

8. Patterson Farms shall have the right to reinstate any of the Contracts attached hereto as Exhibits 1 to 7 during the period of time above set forth by payment to Morgan-Shillington of the sum due on accrued interest and on penalty as set forth in paragraph 1, plus 13% on the unpaid balance set forth in paragraph 1. from the date of the unpaid balance computation to the date of reinstatement.

9. Patterson Farms shall have the right to reinstate either or both potato cellar contracts attached as Exhibit 8 and 9 during the period of time heretofore set forth by payment to Morgan-Shillington of interest at the rate of 13% on the unpaid balance from March 1, 1984, on the refrigerated cellar and January 9, 1985, on the 130 Cellar less any payments received by Morgan-Shillington from the storage payments after the date of this Agreement.

10. Patterson shall have the right to reinstate any or all of the Leases attached as Exhibit 10, 11 and 12 by the payment of one annual lease payment, plus 13% interest on the Lease balance from the date hereof until date of reinstatement.

11. In the event of the reinstatement of any or all of the Contracts and/or Leases the payment schedules shall be modified as follows:

(a) Leases (Exhibits 10, 11, and 12): The remaining payments shall be re-scheduled with the next Lease payment being due one (1) year from re-instatement and annual thereafter on the re-instatement date.

(b) Potato Cellar Contracts: The remaining balance shall be paid in the manner set forth with the next payment of the difference between storage payments paid to Morgan-Shillington on the annual minimum payment being due on the first day of May of the year following reinstatement of the Contract.

(c) Farm Land Purchases: Contracts attached as Exhibits 5 6 and 7 can only be reinstated on as a single unit. In the case of reinstatement of the Contracts attached as Exhibits 1 through 7 scheduled payments shall commence on the next payment due date as set forth in the Contract and Addendum thereto. the principal payments due during the period of time prior to reinstatement shall be extended until the final due date of the Contract.

12. In the event Patterson Farms are unable to re-instate any or all of the Contracts and Leases by 12:00 noon on March 31, 1986, Patterson Farms can extend the reinstatement date on any Contract or Lease for an additional one (1) year by payment prior to 12:00 noon on March 31, 1986, by payment of the following sums:

(a) Contracts attached as Exhibit 1 through 7:
Payment of a sum equal to \$100.00 per acres of farmable ground based on the following schedule:

| | | |
|-------|---------------------------------------|----------------|
| (i) | Tree-Witherspoon - 306 acres | = \$ 30,600.00 |
| (ii) | Giraud-Hammond - 350 acres | = \$ 35,000.00 |
| (iii) | Monogram-Lindauer - 1,285 acres | = \$128,500.00 |
| (iv) | Owyhee-Davis-Shillington, 1,746 acres | = \$174,600.00 |

In addition all water and taxes on said property must be current and if any portion thereof have been paid by Morgan-Shillington, said sums shall be added to the above figures.

(b) Potato Cellar Contracts: 13% on the unpaid balance from the last payment as indicated in paragraph 1 to March 31, 1986, less any storage payments received by Morgan-Shillington from storage rental between the date of this Agreement and March 31, 1986, plus any taxes paid by Morgan-Shillington then due to Minidoka County.

(c) Leases:

| | | |
|------|--------------------|--------------|
| (i) | Equipment Lease | \$ 26,000.00 |
| (ii) | Exhibit 11 - Lease | \$ 9,676.00 |

(iii) Exhibit 12 - Lease

\$ 17,356.00

In addition to the foregoing sums Patterson Farms shall also pay the costs incurred by Morgan-Shillington in preparation of this Agreement.

13. In the event the extension of the reinstatement date to March 31, 1987, all sums paid to extend the reinstatement date on any Contract shall be credited to any subsequent reinstatement of that Contract.

14. Morgan-Shillington agree that the late payment agreement between the parties to the extent it calls for interest in excess of 13% shall be modified to conform with the terms of this agreement and the parties hereto agree that all provisions of said agreement in conflict with the provisions of this agreement are hereby modified.

15. Patterson Farms agree within sixty (60) days of the date hereof to bring all of the real property taxes and water charges on the real property described in Exhibits 1 through 9.

The water and taxes on all properties must be current before the Contract or Lease on any property can be reinstated.

16. The parties hereto agree that this Agreement, together with the Quitclaim Deeds and Estoppel Affidavits from Patterson Farms to Morgan-Shillington shall be escrowed with Goodman & Duff, Attorneys at law of Rupert, Idaho. That said attorneys shall retain said documents until March 31, 1986. If prior to 12:00 on March 31, 1986, Patterson tender proof of reinstatement of the Contracts or proof of payment of the extension fees the Escrow Agent shall not deliver the Deeds and Estoppel Affidavits to Morgan-Shillington, but shall in the case of extension retain them during the period of extension or in the case of reinstatement the escrow Agent shall deliver the Deed and Estoppel Affidavit on the Contract reinstated to Patterson Farms.

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In the case of any Contract which is not reinstated or the extension fee paid by 12:00 Noon on March 31, 1986, the Escrow Agent shall deliver the Estoppel Affidavit and Quitclaim Deeds covering said Contract to Morgan-Shillington. The quitclaim Deed and Estoppel Affidavit covering any Contract extended for reinstatement to March 31, 1987, which is not reinstated by 12:00 Noon on March 31, 1987, shall be delivered by the Escrow Agent to Morgan-Shillington.

17. In the event the Contracts are not reinstated and Patterson Farms have paid the taxes and water current Morgan-Shillington agree to release the Real Estate Mortgage dated March 23, 1982, to secure the late payment agreement dated March 26, 1982. If said taxes and water are not current said mortgage shall remain in effect to secure the payment of said water and taxes.

18. The parties hereto expressly agree that in the event suit is brought under this contract, the successful party shall be entitled to recover as a cost of said suit a reasonable attorney fee.

19. The parties acknowledge that they have been advised by the firm of Goodman & Duff, Attorneys at Law, concerning the possibility of conflicts of interest arising when one lawyer represents both sides of a transaction; that a lawyer can represent only one party and if he represents two clients, having opposing interest, a conflict of interest may arise and it may then be desirable for each of the parties to have independent counsel. It was explained that the firm of Goodman & Duff represent Morgan-Shillington in this matter and, therefore, cannot represent the interest of Patterson farms and as a result of this situation Morgan-Shillington are required to pay said firm's fees for legal services. In the event of future conflict arising between the parties involving litigation by reason of

this Agreement, the firm of Goodman & Duff can only represent Morgan-Shillington and cannot in any way represent the interests of Patterson Farms. The firm of Goodman & Duff informed Patterson Farms that they should have separate counsel and that Patterson Farms have the privilege of consulting independent counsel at any phase of this transaction, including income tax consequences. The law firm of Goodman & Duff has not under taken to advise any of the parties hereto on the tax consequence of this transaction and have specifically requested that both parties.

20. That in the event Patterson Farms do not reinstate the Newman-Roberts-Witherspoon-Pytell Contract (Exhibit 2) Morgan-Shillington agrees to assume Patterson Farms' Contract with the Minidoka County Highway District on land adjacent to the Witherspoon property and to reimburse Patterson Farms for the sums they have invested in cash in the purchase of said property including payments by Patterson Farms to the Minidoka County Highway District and costs paid out in the installation of the mainline.

This Agreement shall be binding on the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

MORGAN-SHILLINGTON FARM
COMPANY

By W. H. Shillington
W. H. Shillington, General
Partner

W. H. Shillington
W. H. Shillington,
Individually

ESTATE OF GERALD MORGAN

By W. H. Shillington
W. H. Shillington, Personal
Representative

Karin Davies
By W. H. Shillington

Karin Davies by W. H. Shillington, Attorney-in-Fact

Willard Fayre Shillington
By W. H. Shillington

Willard Fayre Shillington by W. H. Shillington, Attorney-in-Fact

Edith Shillington
Edith Shillington

MINIDOKA GROWERS SUPPLY, INC.

By W. H. Shillington
W. H. Shillington,
President

ATTEST:

Theresa Jean Shillington
Secretary

PATTERSON FARMS OF IDAHO,
INC.

By Lloyd Patterson
Lloyd Patterson, President

ATTEST:

Lillian Patterson
Secretary

Lloyd Patterson
Lloyd Patterson, Individually

Charlene Patterson
Charlene Patterson,
Individually

STATE OF IDAHO

County of Minidoka

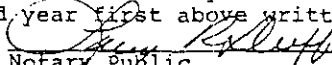
)
ss.
)

On this 3rd day of April, 1985, before me the undersigned Notary Public in and for said State personally

appeared W. H. Shillington, General Partner of Morgan-Shillington Farm Company known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same on behalf of Morgan-Shillington Farm Company.

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

(SEAL)

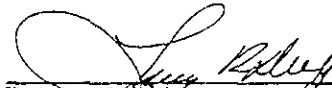

Notary Public
Residing at Rupert, Idaho
My Commission Expires: Life

STATE OF IDAHO)
County of Minidoka) ss.

On this 3rd day of April, 1985, before me the undersigned Notary Public in and for said State personally appeared W. H. Shillington, Personal Representative of the Estate of Gerald Morgan known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same on behalf of said Estate.

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

(SEAL)

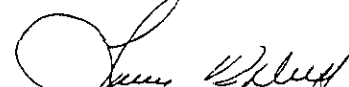

Notary Public
Residing at Rupert, Idaho
My Commission Expires: Life

STATE OF Idaho)
County of Minidoka) ss.

On this 3rd day of April, 1985, before me the undersigned Notary Public in and for said State personally appeared W. H. Shillington, attorney-in-fact for Karin Davies known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

(SEAL)


Notary Public
Residing at Rupert, Idaho
My Commission Expires: Life

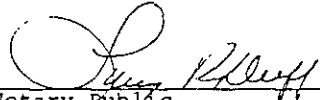
RECORDED
JUN 25 1992

STATE OF IDAHO)
) ss.
County of Minidoka)

On this 3rd day of April, 1985, before me the undersigned Notary Public in and for said State personally appeared W. H. Shillington, attorney-in-fact for Willard Fayre Shillington known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

(SEAL)


Notary Public
Residing at Rupert, Idaho
My Commission Expires: Life

STATE OF IDAHO)
) ss.
County of Minidoka)

On this 3rd day of April, 1985, before me the undersigned Notary Public in and for said State personally appeared W. H. Shillington and Edith Shillington known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

(SEAL)


Notary Public
Residing at Rupert, Idaho
My Commission Expires: Life

JUN 25 1992

STATE OF IDAHO)

) ss.

County of Minidoka)

On this 3rd day of April, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared W. H. Shillington and Harold Deane Henderson, President and Secretary respectively of the above-named corporation, Minidoka Growers Supply, Inc., known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they 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)


Notary Public
Residing at Rupert, Idaho
My Commission Expires: Life

STATE OF IDAHO)

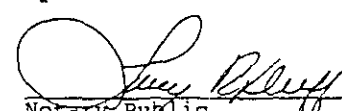
) ss.

County of Minidoka)

On this 3rd day of April, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared Lloyd Patterson and Charlene Patterson, President and Secretary respectively of the above-named corporation, Patterson Farms of Idaho, Inc., known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they 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)


Notary Public
Residing at Rupert, Idaho
My Commission Expires: Life

JUN 25 1992

STATE OF IDAHO
County of Minidoka

)
) ss.
)

On this 31st day of April, 1985, before me the undersigned Notary Public in and for said State personally appeared Lloyd Patterson and Charlene Patterson known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

(SEAL)



Notary Public
Residing at Rupert, Idaho
My Commission Expires: Life

371470

ESTOPPEL AFFIDAVIT

NEWMAN-ROBERTS-WITHERSPOON-PYTELL PROPERTY

STATE OF IDAHO

County of Minidoka

) ss.
)

LLOYD PATTERSON and CHARLENE PATTERSON, husband and wife, being first duly sworn on oath, depose and say:

That the undersigned are the identical parties who made, executed and delivered that certain Quitclaim Deed to MORGAN-SHILLINGTON FARM COMPANY, dated the 32 day of April, 1985, conveying the following described real estate and personal property situated in Minidoka and Cassia Counties, State of Idaho, described on the attached Quitclaim Deed.

That the aforesaid deed was an absolute conveyance of the title to the said premises to the grantee named therein, in effect as well as in form, and was not and is not now intended as a mortgage, deed of trust or any other security instrument of any kind or nature; and that possession of the said premises has been surrendered to said grantee; that the consideration for the aforementioned deed was the full cancellation of all debts, obligations, costs and charges heretofore existing on the property therein and herein described, executed by and between the undersigned as Buyer and Morgan-Shillington Farm Company, as Seller, which said Contract of Sale was dated January 9, 1980.

That the aforesaid deed and conveyance was made by Lloyd Patterson and Charlene Patterson as a result of their own free and voluntary act, at their request that the grantee accept such deed; that at the time of making said deed Lloyd L. Patterson and Charlene Patterson feel and still feel that the indebtedness above mentioned represents a fair value of the property so deeded; that the said deed was not given as a preference against any creditors of Lloyd L. Patterson and Charlene Patterson at the time the deed was given. That Lloyd L. Patterson and Charlene Patterson are solvent and has no other creditors whose rights would be prejudiced by such conveyance and Lloyd L. Patterson and Charlene Patterson are not obligated upon any bond or other mortgage or deed of trust whereby any lien has been created or exists against the premises described in said deed; that in offering to execute the aforesaid deed to the grantee therein, and in executing the same Lloyd L. Patterson and Charlene Patterson are not acting under any misapprehension as to the effect thereof nor under any duress, undue influence or misrepresentation by the grantee or agent or attorney of the grantee in said deed and that it was their intention as grantors to convey to the grantee therein all their right, title and interest, absolute, in and to the said premises.

This affidavit is made for the protection and benefit of the aforesaid grantee in said deed, their successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described therein; and shall bind the respective heirs, executors, administrators and assigns of the undersigned.

JUN 25 1992

EXHIBIT

6

That the said deed was given, in addition to the above stated reasons, for the cancellation of the liability due to the grantee under said contract.

Lloyd Patterson
Lloyd Patterson

Charlene Patterson
Charlene Patterson

Subscribed and sworn to before me this 3rd day of April, 1985.

(SEAL)

James L. Huff
Notary Public
Residing at Rupert, Idaho
My Commission Expires: Life

371470

MAR 17 3 40 PM '85

RE 14-

25

Charlene L. Huff
3/17/85

to the above
due to the

QUITCLAIM DEED

FOR VALUE RECEIVED PATTERSON FARMS OF IDAHO, INC., an Idaho Corporation, and LLOYD L. PATTERSON and CHARLENE PATTERSON, husband and wife, do hereby release, remise, grant, bargain, sell, convey and forever quitclaim unto MORGAN-SHILLINGTON FARM COMPANY, a Partnership consisting of W. H. Shillington and Edith Shillington, husband and wife, and the Estate of Gerald Morgan, Deceased, whose present address is: P. O. Box 535, Rupert, Idaho 83350, the following described premises, located in Minidoka and Cassia Counties, Idaho, to-wit:

Parcel 1 - Newman: The West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Seventeen (17), Township 9 South, Range 25 East, Boise Meridian, in Cassia County, Idaho, together with appurtenances.

Together with all right, title and interest in and to a well located upon the property and in and to all subterranean water developed by that well operating under Water Permit No. 45-7264, and all water and water rights, ditches and ditch rights used thereon or appurtenant thereto, including but not limited to, water and ditch rights under the Minidoka Irrigation District.

SUBJECT TO: Easements recorded as Instrument No. 21032 and Instrument No. 21033 both on Film 30, Cassia County Records.

Parcel 2 - Roberts: TOWNSHIP 9 SOUTH, RANGE 25 EAST, BOISE MERIDIAN, CASSIA COUNTY, IDAHO:

Section 17: E $\frac{1}{2}$ SW $\frac{1}{4}$, together with an easement for egress and ingress over and across the following described tracts of land: Beginning at the Northwest corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 17, Township 9 South, Range 25 East, Boise Meridian; thence East 20 feet; thence Southwesterly to a point on the West line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ 20 feet South from the Point of Beginning; thence North 20 feet to the Point of Beginning.

ALSO, beginning at the Southeast corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, Township 9 South, Range 25 East, Boise Meridian, running thence West 20 feet; thence Northeasterly to a point on the East line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ 20 feet North from the Point of Beginning; thence South 20 feet to the Point of Beginning.

ALSO EXCEPTING THEREFROM: Beginning at the Southwest corner of the E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 17, Township 9 South, Range 25 East, Boise Meridian, thence North 635 feet; thence East 720 feet; thence South 635 feet; thence West 720 feet to the Point of Beginning.

TOWNSHIP 9 SOUTH, RANGE 25 EAST, BOISE MERIDIAN, CASSIA COUNTY, IDAHO:

JUN 25 1980

day of

Idaho
res: Life

371470

Section 17: SW $\frac{1}{4}$ NE $\frac{1}{4}$ also beginning at a point 38 rods and 3 feet East of the Northwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, Township 9 South, Range 25 East, Boise Meridian; thence East 41 rods and 13 $\frac{1}{2}$ feet; thence South 80 rods; thence West 41 rods and 13 $\frac{1}{2}$ feet; thence North 80 rods to the Point of Beginning.

EXCEPTING THEREFROM: All that portion lying North of the center line of Lateral #34.

ALSO EXCEPTING an easement for ingress and egress over and across the East 30 feet of the above-described property, being the East 30 feet of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 17, TOGETHER WITH a right-of-way described as follows: Beginning at the Northeast corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, Township 9 South, Range 25 East, Boise Meridian; thence West 2 rods; thence South 3 rods; thence East 2 rods; thence North 3 rods to the Point of Beginning.

Together with all right, title and interest in and to a well located upon the property and in and to all subterranean water developed by that well operating under Water Permit No. 45-7264, and all water and water rights, ditches and ditch rights used thereon or appurtenant thereto, including but not limited to, water and ditch rights under the Minidoka Irrigation District.

Parcel 3 - Witherspoon:

Lot 4 and Lot 7, Section 18, Township 9 South, Range 25 East, Boise Meridian, Minidoka County, Idaho, including that part of Lot 6 lying South of 200 North Road and West of Witherspoons reserved acreage fence, more particularly described as follows:

A part of Lot 6, Section 7 of Township 9 South, Range 25 East, Boise Meridian, Minidoka County, Idaho, more particularly described as: Beginning at a point South 88°59' East 2556.6 feet from the Southwest corner of Section 7; thence South 88°59' East 438.2 feet; thence North 7°58' West 81.7 feet; thence South 83°20' West 430.4 feet; thence South 22.8 feet to the Point of Beginning.

Together with all right, title and interest in and to a well located upon the property and in and to all subterranean water developed by that well operating under Water Permit No. G-26247, and all water and water rights, ditches and ditch rights used thereon or appurtenant thereto, including but not limited to, water and ditch rights under the Minidoka Irrigation District.

together

(CORPORAT

ATTEST:

Charlene
Charlene

Parcel 4 - Pytell:

The Northeast Quarter of the Northwest Quarter
(NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 18, Township 9 South, Range 25
East, Boise Meridian, Minidoka County, Idaho,
TOGETHER with appurtenances.

Together with all right, title and interest in and
to a well located upon the property and in and to
all subterranean water developed by that well
operating under Water Permit No. G-26247, and all
water and water rights, ditches and ditch rights
used thereon or appurtenant thereto, including but
not limited to, water and ditch rights under the
Minidoka Irrigation District.

together with their appurtenances.

DATED this 3rd day of April, 1985.

PATTERSON FARMS OF IDAHO,
INC.

By *Lloyd L. Patterson*
Lloyd Patterson, President

(CORPORATE SEAL)

ATTEST:

Charlene Patterson
Charlene Patterson, Secretary

Lloyd L. Patterson
Lloyd L. Patterson

Charlene Patterson
Charlene Patterson

STATE OF IDAHO

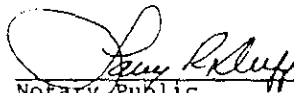
)
) ss.

County of Minidoka

On this 3rd day of April, 1985, before me, a Notary Public in and for said State personally appeared Lloyd Patterson and Charlene Patterson, President and Secretary respectively of the above-named corporation, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they 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)


Notary Public
Residing at Rupert, Idaho
My Commission Expires: Life

STATE OF IDAHO

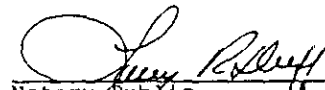
)
) ss.

County of Minidoka

On this 3rd day of April, 1985, before me, a Notary Public in and for said State personally appeared Lloyd Patterson and Charlene Patterson, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

(SEAL)


Notary Public
Residing at Rupert, Idaho
My Commission Expires: Life

371471

ESTOPPEL AFFIDAVIT

NEWMAN-ROBERTS-WITHERSPOON-PYTELL PROPERTY

STATE OF IDAHO)
) ss.
County of Minidoka)

LLOYD PATTERSON, being first duly sworn on oath,
deposes and says that he is the President of Patterson Farms of
Idaho, Inc. and makes this Affidavit on its behalf:

That Patterson Farms of Idaho, Inc. is the identical
party who made, executed and delivered that certain Quitclaim
Deed to MORGAN-SHILLINGTON FARM COMPANY, dated the 31st day of
April, 1985, conveying the following described real estate and
personal property situated in Minidoka and Cassia Counties, State
of Idaho, described on the attached Quitclaim Deed.

That the aforesaid deed was an absolute conveyance of
the title to the said premises to the grantee named therein, in
effect as well as in form, and was not and is not now intended as
a mortgage, deed of trust or any other security instrument of any
kind or nature; and that possession of the said premises has been
surrendered to said grantee; that the consideration for the
aforementioned deed was the full cancellation of all debts,
obligations, costs and charges heretofore existing on the
property therein and herein described, executed by and between
the undersigned as Assignee of Lloyd L. Patterson and Charlene
Patterson, Buyer and Morgan-Shillington Farm Company, as Seller,
which said Contract of Sale was dated January 9, 1980.

That the aforesaid deed and conveyance was made by
Patterson Farms of Idaho, Inc. as a result of its own free and
voluntary act, at its request that the grantee accept such deed;
that at the time of making said deed Patterson Farms of Idaho,
Inc. felt and still feels that the indebtedness above mentioned
represents a fair value of the property so deceded; that the said
deed was not given as a preference against any creditors of
Patterson Farms of Idaho, Inc. at the time the deed was given.
That Patterson Farms of Idaho, Inc. is solvent and has no other
creditors whose rights would be prejudiced by such conveyance and
Patterson Farms of Idaho, Inc. is not obligated upon any bond or
other mortgage or deed of trust whereby any lien has been created
or exists against the premises described in said deed; that in
offering to execute the aforesaid deed to the grantee therein,
and in executing the same Patterson Farms of Idaho, Inc. is not
acting under any misapprehension as to the effect thereof nor
under any duress, undue influence or misrepresentation by the
grantee or agent or attorney of the grantee in said deed and that
it was its intention as grantor to convey to the grantee therein
all its right, title and interest, absolute, in and to the said
premises.

This Affidavit is made for the protection and benefit
of the aforesaid grantee in said deed, their successors and
assigns, and all other parties hereafter dealing with or who may
acquire an interest in the property described therein; and shall
bind the respective heirs, executors, administrators and assigns
of the undersigned.

T
stated read
grantee and

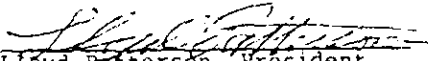
April, 1985

(SEAL)

EXHIBIT

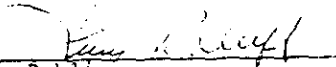
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That the said deed was given, in addition to the above stated reasons, for the cancellation of the liability due to the grantee under said contract.


Lloyd Patterson, President
Patterson Farms of Idaho,
Inc.

Subscribed and sworn to before me this 3rd day of
April, 1985.

(SEAL)


Notary Public
Residing at Rupert, Idaho
My Commission Expires: Life

Idaho Corpora
husband and
sell, conver
COMPANY, a
Shillington
Deceased, w.
83350, the
Cassia Coun

RECEIVED OF
Shillington
MAR 17 3 41 PM '85
FILE 12- US

371472

JUN 25 1985

to the above
due to the

QUITCLAIM DEED

FOR VALUE RECEIVED PATTERSON FARMS OF IDAHO, INC., an Idaho Corporation, and LLOYD L. PATTERSON and CHARLENE PATTERSON, husband and wife, do hereby release, remise, grant, bargain, sell, convey and forever quitclaim unto MORGAN-SHILLINGTON FARM COMPANY, a Partnership consisting of W. H. Shillington and Edith Shillington, husband and wife, and the Estate of Gerald Morgan, Deceased, whose present address is: P. O. Box 535, Rupert, Idaho 83350, the following described premises, located in Minidoka and Cassia Counties, Idaho, to-wit:

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Together with all right, title and interest in and to a well located upon the property and in and to all subterranean water developed by that well operating under Water Permit No. 45-7264, and all water and water rights, ditches and ditch rights used thereon or appurtenant thereto, including but not limited to, water and ditch rights under the Minidoka Irrigation District.

SUBJECT TO: Easements recorded as Instrument No. 21032 and Instrument No. 21033 both on Film 30, Cassia County Records.

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Section 17: E $\frac{1}{2}$ SW $\frac{1}{4}$, together with an easement for egress and ingress over and across the following described tracts of land: Beginning at the Northwest corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 17, Township 9 South, Range 25 East, Boise Meridian; thence East 20 feet; thence Southwesterly to a point on the West line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ 20 feet South from the Point of Beginning; thence North 20 feet to the Point of Beginning.

ALSO, beginning at the Southeast corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, Township 9 South, Range 25 East, Boise Meridian, running thence West 20 feet; thence Northeasterly to a point on the East line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ 20 feet North from the Point of Beginning; thence South 20 feet to the Point of Beginning.

ALSO EXCEPTING THEREFROM: Beginning at the Southwest corner of the E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 17, Township 9 South, Range 25 East, Boise Meridian, thence North 635 feet; thence East 720 feet; thence South 635 feet; thence West 720 feet to the Point of Beginning.

TOWNSHIP 9 SOUTH, RANGE 25 EAST, BOISE MERIDIAN, CASSIA COUNTY, IDAHO:

day of

Idaho
res: Life

371470

Section 17: SW $\frac{1}{4}$ NE $\frac{1}{4}$ also beginning at a point 38 rods and 3 feet East of the Northwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, Township 9 South, Range 25 East, Boise Meridian; thence East 41 rods and 13 $\frac{1}{2}$ feet; thence South 80 rods; thence West 41 rods and 13 $\frac{1}{2}$ feet; thence North 80 rods to the Point of Beginning.

EXCEPTING THEREFROM: All that portion lying North of the center line of Lateral #34.

ALSO EXCEPTING an easement for ingress and egress over and across the East 30 feet of the above-described property, being the East 30 feet of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 17, TOGETHER WITH a right-of-way described as follows: Beginning at the Northeast corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, Township 9 South, Range 25 East, Boise Meridian; thence West 2 rods; thence South 3 rods; thence East 2 rods; thence North 3 rods to the Point of Beginning.

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A part of Lot 6, Section 7 of Township 9 South, Range 25 East, Boise Meridian, Minidoka County, Idaho, more particularly described as: Beginning at a point South 88°59' East 2556.6 feet from the Southwest corner of Section 7; thence South 88°59' East 438.2 feet; thence North 7°58' West 81.7 feet; thence South 83°20' West 430.4 feet; thence South 22.8 feet to the Point of Beginning.

Together with all right, title and interest in and to a well located upon the property and in and to all subterranean water developed by that well operating under Water Permit No. G-26247, and all water and water rights, ditches and ditch rights used thereon or appurtenant thereto, including but not limited to, water and ditch rights under the Minidoka Irrigation District.

together

(CORPORAT

ATTEST:

Charlene
Charlene

Parcel 4 - Pytell:

The Northeast Quarter of the Northwest Quarter
(NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 18, Township 9 South, Range 25
East, Boise Meridian, Minidoka County, Idaho,
TOGETHER with appurtenances.

Together with all right, title and interest in and
to a well located upon the property and in and to
all subterranean water developed by that well
operating under Water Permit No. G-26247, and all
water and water rights, ditches and ditch rights
used thereon or appurtenant thereto, including but
not limited to, water and ditch rights under the
Minidoka Irrigation District.

together with their appurtenances.

DATED this 34 day of April, 1985.

PATTERSON FARMS OF IDAHO,
INC.

By *Lloyd L. Patterson*
Lloyd Patterson, President

(CORPORATE SEAL)

ATTEST:

Charlene Patterson
Charlene Patterson, Secretary

Lloyd L. Patterson
Lloyd L. Patterson

Charlene Patterson
Charlene Patterson

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

For Office Use Only
\$15 FEE Received by SC
Date 5/29/90
Receipt # 5012355

MAY 30 1990

REQUEST FOR EXTENSION OF TIME

Department of Water Resources
Southern Region Office

To provide additional time in which to submit proof
of beneficial use for a water right permit

The Idaho Department of Water Resources will consider this form as a request that the permit holder(s) be granted an additional period of time in which to complete development of a water right under the provisions of Section 42-204, Idaho Code.

Permit No. 36-08226

Name(s) of Permit Holder: Patterson Farms of Idaho, Inc

Post Office Address: Rt. # 1, Box 1272, Paul, Idaho 83347

Telephone No. 208-438-4800

Date Proof is Due: June 1, 1990

Describe what work has been completed toward the development of this water right:
(This must be filled out! If no work has been completed, show "none".)

The well has been drilled and system has been put on farm temporarily.

Costing \$50,000 +

The permit holder(s) has been unable to complete the remainder of the work for the following reasons:

We are unable to continue as the permit may need to be amended to another piece of property

Permit holder(s) request an extension to June 1, 1995.
(1 yr. minimum)

Patterson Farms of Idaho, Inc
by Russell V. Patterson Jr
(Signature)*

FEE: \$15.00

*IF OTHER THAN PERMIT HOLDER,
POWER OF ATTORNEY MUST BE SUPPLIED.

MICROFILMED

ACTION OF THE DEPARTMENT OF WATER RESOURCES

JUN 19 1990

IT IS HEREBY ORDERED that the above request for extension of time be APPROVED and the time within which to submit proof of beneficial use is extended to June 1, 1992.

Signed this 7th day of June, 19 90.

A. Glen Senter
Chief, Water Allocation Bureau
EXHIBIT
8

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

APPROVED

To appropriate the public waters of the State of Idaho

1. Name of applicant Patterson Farms of Idaho, Inc. Phone 438-4800

Post office address Rt 1 Box 1272, Paul, Id 83347

2. Source of water supply Groundwater which is a tributary of _____

3. Location of point of diversion is Lot 4 NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 18 Township 9S

Range 2SE B.M. Minidoka County, additional points of diversion if any: _____

4. Water will be used for the following purposes:

Amount 1.38 for Irrigation purposes from 3/15 to 11/15 (both dates inclusive)
(cfs or acre-feet per annum)

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

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

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

5. Total quantity to be appropriated:

a. 1.38 cubic feet per second and/or b. _____ acre-feet per annum.

6. Proposed diverting works:

a. Description of ditches, flumes, pumps, headgates, etc. well with pump and
pipeline into sprinklers

b. Height of storage dam _____ feet, active reservoir capacity _____ acre-feet; total reservoir
capacity _____ acre-feet, materials used in storage dam: _____

Period of year when water will be diverted to storage _____ to _____ inclusive.
(Month/Day) (Month/Day)

c. Proposed well diameter is _____ inches; proposed depth of well is _____ feet.

7. Time required for the completion of the works and application of the water to the proposed beneficial
use is 1 years (minimum 1 year - maximum 5 years).

8. Description of proposed uses:

a. If water is not for irrigation:

(1) Give the place of use of water: _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$ of Section _____ Township _____
Range _____ B.M.

(2) Amount of power to be generated: _____ horsepower 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: _____

MICROFILMED

AUG 21 1989

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 | |
| 9S | 25E | 18 | | 14 | 17 | | 40 | | | 39 | | | | | | | | | 107 |
| | | | | | | | | | | | | | | | | | | | |
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Total number of acres to be irrigated 107

c. Describe any other water rights used for the same purposes as described above. 36-2733

For one acre

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

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

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 _____

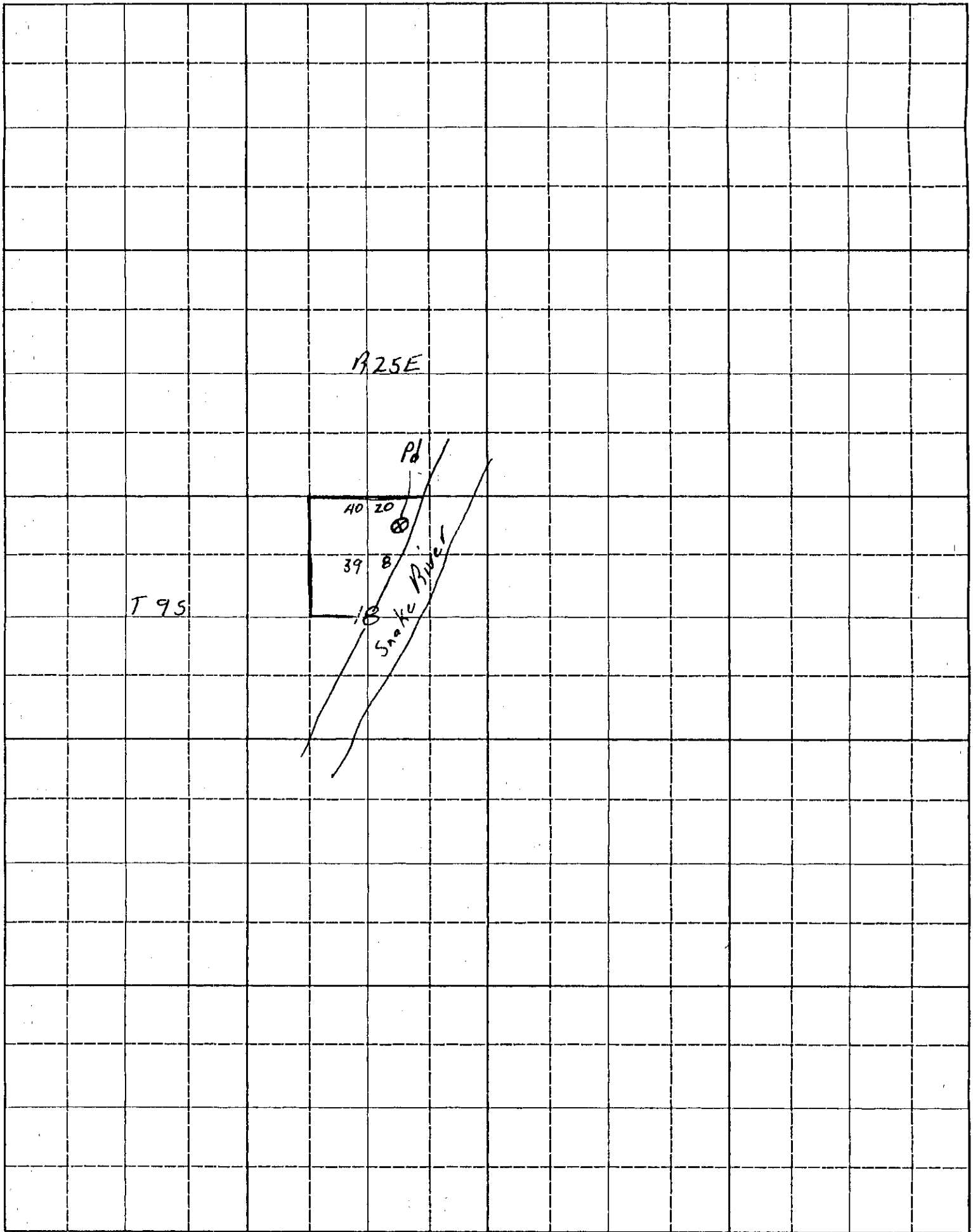
RECORDED

JUN 25 1992

RECORDED

AUG 21 1989

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.

UNRECORDED

AUG 21 1989

Patterson Farms of Idaho, Inc.
R. M. Patterson, Jr.
(Applicant)

JUN 25 1992

Proposed Priority 6/30/83

Received by SL Date 6-30-83 Time 4:03 PM

Preliminary check by LC Blau Fee \$ 65.00 # 29127

Receipted by maria Date 6/30/83

Publication prepared by AG Date 2/6/89

Published in South Idaho Press

Publication dates 2/16 & 2/23/89

Publication approved M. Baldwin Date 3/3/89

Protests filed by: none

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by JA

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 36-8226, 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 June 1, 19 90.

c. The rate of diversion, if water is to be used for irrigation under this permit, when combined with all other water rights for the same land shall not exceed 0.02 cubic feet per second for each acre of land.

d. Other: Permit holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.

Prior to the diversion of water under this permit a flow measurement port or other device as specified by the Department shall be installed to provide for the installation of measuring equipment and the determination of the rate of diversion by the Department.

Witness my hand this 9th day of may 1989.

J. M. Saxton

MICROFILMED

AUG 21 1989

JUN 25 1992

RECEIVED

MAY 29 1990

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

For Office Use Only
\$15 FEE Received by 16
Date 5/29/90
Receipt # 5012355

REQUEST FOR EXTENSION OF TIME

Department of Water Resources
Southern Region Office

To provide additional time in which to submit proof
of beneficial use for a water right permit

The Idaho Department of Water Resources will consider this form as a request that the permit holder(s) be granted an additional period of time in which to complete development of a water right under the provisions of Section 42-204, Idaho Code.

Permit No. 36-08288

Name(s) of Permit Holder: Patterson Farms of Idaho, Inc

Post Office Address: Rt. #1, Box 1272, Paul, Id. 83347

Telephone No. 208-438-4800

Date Proof Is Due: June 1, 1990

Describe what work has been completed toward the development of this water right: _____
(This must be filled out! If no work has been completed, show "none".)

The well has been drilled and system has been put on Farm Temporarily.

Costing \$ 50,000 +

The permit holder(s) has been unable to complete the remainder of the work for the following reasons:

We are unable to continue as the permit may need to be amended and moved to another piece of property.

Permit holder(s) request an extension to June 1, 1995.
yr. minimum)

Patterson Farms of Id. Inc
by Russell V. Patterson V.P.
(Signature)*

FEE: \$15.00

*IF OTHER THAN PERMIT HOLDER,
POWER OF ATTORNEY MUST BE SUPPLIED.

JUN 19 1990

ACTION OF THE DEPARTMENT OF WATER RESOURCES

IT IS HEREBY ORDERED that the above request for extension of time be APPROVED and the time within which to submit proof of beneficial use is extended to June 1, 1992.

Signed this 7th day of June, 19 90

J. Glen Saylor
Chief, Water Allocation Bureau

EXHIBIT

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

Ident. No. 36-8288

APPROVED

To appropriate the public waters of the State of Idaho

1. Name of applicant Patterson Farms of Idaho Inc Phone 438-4800

Post office address Rt. 1, Box 1272, Paul, Id 83347

2. Source of water supply Groundwater which is a tributary of _____

3. Location of point of diversion is NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$, Govt. Lot 4

Sec. 18 Township 9S Range 25E B.M. Minidoka County; additional

points of diversion if any: _____

4. Water will be used for the following purposes:

Amount 0.64 for irrigation purposes from 3/15 to 11/15 (both dates inclusive)
(cfs or acre-feet per annum)

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

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

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

5. Total quantity to be appropriated is (a) 0.64 and/or (b) _____
cubic feet per second acre feet per annum

6. Proposed diverting works:

a. Description of ditches, flumes, pumps, headgates, etc. Existing Well Pump,
& sprinkler system

b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total
reservoir capacity _____ acre-feet; period of year when water will be diverted to storage:
_____ to _____ inclusive.

c. Proposed well diameter is 24 inches; proposed depth of well is 100 feet.

d. Is ground water with a temperature of greater than 90°F being sought? NO

7. Time required for the completion of the works and application of the water to the proposed beneficial use is
1 years (minimum 1 year).

MICROFILMED

JUN 13 1989

tion of proposed uses (if irrigation only, go to item 9):
 opower; show total feet of head and proposed capacity in KW. _____
 kwatering; list number and kind of livestock. _____
 icipal; show name of municipality. _____
 estic; show number of households. _____
 er; describe fully. _____

tion of place of use:
 ater is for irrigation, indicate acreage in each subdivision in the tabulation below.
 ater is used for other purposes, place a symbol of the use (example: D for Domestic) in the corres-
 ding place of use below. See instructions for standard symbols.

| SEC. | NE¼ | | | | NW¼ | | | | SW¼ | | | | SE¼ | | | | TOTALS |
|------|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|--------|
| | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | |
| 18 | | | | | | | | | 60+8 | 7 | 25 | | | | | | 32 |
| | | | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | | | |

Total number of acres to be irrigated 32

be any other water rights used for the same purposes as described above. None

owns the property at the point of diversion? Applicant

owns the land to be irrigated or place of use? 11

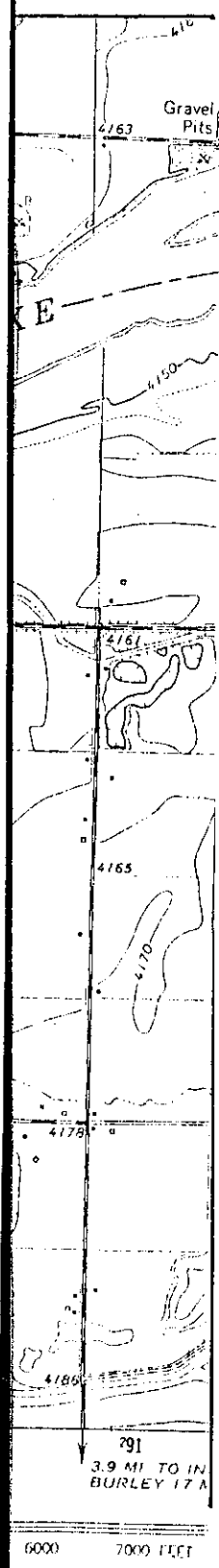
e property is owned by a person other than the applicant, describe the arrangement enabling the
 icant to make this filing. _____

ks: These lands are irrigated under the same
tem as 36-8224. The land was irrigated
ing the 1984 **IRRIGATED** Season

JUN 25 1992

MICROFILMED

JUN 13 1989



waters of
Pay
Inc.

Proposed Priority 6/28/85
Received by [Signature] Date 6/28/85 Time 12:15 Preliminary, check by [Signature]
Fee \$ 45.00 Receipted by mercy # 36650 Date 6/28/85
Publication prepared by [Signature] Date 2/6/89 Published in South Idaho Press
Publication approved M. Baldwin Date 3/3/89 2/16 @ 2/23/89

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 36-8288, 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 June 1, 19 90.

c. The rate of diversion, if water is to be used for irrigation under this permit, when combined with all other water rights for the same land shall not exceed 0.02 cubic feet per second for each acre of land.

d. The water right acquired under this permit if for hydropower purposes shall be junior and subordinate to all rights to the use of water, other than hydropower, within the State of Idaho that are initiated later in time than the priority of this permit and shall not give rise to any right or claim against any future rights to the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this permit.

e. Other: Permit holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.

Prior to the diversion of water under this permit a flow measurement port or other device as specified by the Department shall be installed to provide for the installation of measuring equipment and the determination of the rate of diversion by the Department.

Witness my hand this 9th day of May, 1989.

[Signature]

MICROFILMED

JUN 13 1989

WARRANTY DEED

FOR VALUE RECEIVED PATTERSON FARMS OF IDAHO, INC., an Idaho Corporation, the Grantor, does hereby grant, bargain, sell and convey unto W. H. SHILLINGTON and EDITH SHILLINGTON, husband and wife, and ESTATE OF GERALD MORGAN, Deceased, whose present address is P.O. Box 535, Rupert, Idaho 83350, the Grantees, the following described premises, located in Minidoka County, Idaho, to-wit:

TOWNSHIP 9 SOUTH, RANGE 25 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 18: Lot 8, SAVE AND EXCEPT the following described parcel:

Beginning at the Southwest corner of said Lot 8, which point shall be known as the True Point of Beginning; thence South 88°59' East for 1269.8 feet to a point on the West bank of the Snake River; thence North 31.25° East for 667.9 feet; thence North 88°59' West for 2190.5 feet to a point on the West boundary line of said Lot 8; thence South along said West boundary line for 567.6 feet to the True Point of Beginning.

ALSO DESCRIBED AS FOLLOWS:

That portion of Lot 8 in Section 18, Township 9 South, Range 25 East, Boise Meridian, Minidoka County, Idaho, more particularly described as follows:

Beginning at the SW corner of the NW¼ of Section 18, Township 9 South, Range 25 EBM; thence South 752.4 feet; thence South 88°59' East 1695.0 feet to the high water line of the Snake River West Bank; thence North 31°25' East 836.0 feet; thence North 88°59' West 2210.0 feet to the Point of Beginning containing 32 acres, more or less.

SUBJECT TO the Contract seller's interest of the Minidoka County Highway District under a Contract dated March 30, 1984, which the Grantees agree to assume and pay.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the Grantees that it is the owner in fee of said premises, that said premises are free from all encumbrances and that it will warrant and defend the same from all lawful claims whatsoever.

DATED this 1st day of May, 1987.

PATTERSON FARMS OF IDAHO,
INC.

By Russell Patterson
Russell Patterson
Vice-President

EXHIBIT

10

(CORPORATE SEAL)

ATTEST:

Kelli Straubhaar
Kelli Straubhaar, Secretary

STATE OF IDAHO)

) ss.

County of Minidoka)

On this 1st day of May, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared Russell Patterson and Kelli Straubhaar, Vice-President and Secretary respectively of the above-named corporation, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they 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)

Robert R. Duff
Notary Public
Residing at Rupert, Idaho
My Commission Expires: 7-1-92

2

JUN 25 1992

378025

QUITCLAIM DEED

FOR VALUE RECEIVED MORGAN-SHILLINGTON FARM COMPANY, a partnership consisting of W. H. Shillington and Edith Shillington, husband and wife, and the Estate of Gerald Morgan, Deceased, do hereby release, remise, grant, bargain, sell, convey and forever quitclaim unto W. H. SHILLINGTON and EDITH SHILLINGTON, husband and wife, whose present address is: P.O. Box 535, Rupert, Idaho 83350, the following described premises, located in Minidoka County, Idaho, to-wit:

PARCEL 1 - Hammond: TOWNSHIP 9 SOUTH, RANGE 25
EAST OF THE BOISE MERIDIAN, MINIDOKA COUNTY, IDAHO

Section 3: SW $\frac{1}{4}$ NW $\frac{1}{4}$ and Lot 4

Section 4: Lot 1, NE $\frac{1}{4}$ SE $\frac{1}{4}$ and the E $\frac{1}{2}$ NE $\frac{1}{4}$ EXCEPTING THEREFROM the following described tracts:

Tract No. 1: Beginning at the Northeast corner of said Section 4; thence South 0°10' East 1212.6 feet along the East boundary of said Section 4; thence North 89°12' West 296.0 feet; thence South 0°10' East 296.0 feet; thence North 89°12' West 1021.2 feet; thence North 0°10' West 1513.6 feet; thence South 88°59' East 1317.3 feet along the North Section line to the Point of Beginning.

Tract No. 2: Beginning at a point located South 0°10' East 1212.6 feet from the Northeast corner of said Section 4; thence South 0°10' East 296.0 feet along the East Section line; thence North 89°12' West 296.0 feet; thence North 0°10' West 296.0 feet; thence South 89°12' East 296.0 feet to the Point of Beginning.

Together with all right, title and interest in and to a well located upon the property and in and to all subterranean water developed by that well operating under the Water Permit No. 36-7768, and all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including, but not limited to, water and ditch rights under the Minidoka Irrigation District.

PARCEL 2 - Witherspoon: Lot 4 and Lot 7, Section 18, Township 9 South, Range 25 East, Boise Meridian, Minidoka County, Idaho, including that part of Lot 6 lying South of 200 North Road and West of Witherspoon's reserved acreage fence, more particularly described as follows:

A part of Lot 6, Section 7 of Township 9 South, Range 25 East, Boise Meridian, Minidoka County, Idaho, more particularly described as: Beginning at a point South 88°59' East 2556.6 feet from the Southwest corner of Section 7; thence South 88°59' East 438.2 feet; thence North 7°58' West 81.7 feet; thence South 83°20' West 430.4 feet; thence South 22.8 feet to the Point of Beginning.

JUN 25 1992

EXHIBIT

Together with all right, title and interest in and to a well located upon the property and in and to all subterranean water developed by that well operating under Water Permit no. G-26247, and all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including, but not limited to, water and ditch rights under the Minidoka Irrigation District.

PARCEL 3 - Pytell: The Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 18, Township 9 South, Range 25 East, Boise Meridian, Minidoka County, Idaho, TOGETHER with appurtenances.

Together with all right, title and interest in and to a well located upon the property and in and to all subterranean water developed by that well operating under Water Permit No. G-26247, and all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including, but not limited to, water and ditch rights under the Minidoka Irrigation District.

PARCEL 4 - Minidoka County Highway District:
TOWNSHIP 9 SOUTH, RANGE 25 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 18: Lot 8, SAVE AND EXCEPT the following described parcel:

Beginning at the Southwest corner of said Lot 8, which point shall be known as the True Point of Beginning; thence South 88°59' East for 1269.8 feet to a point on the West bank of the Snake River; thence North 31.25° East for 667.9 feet; thence North 88°59' West for 2190.5 feet to a point on the West boundary line of said Lot 8; thence South along said West boundary line for 567.6 feet to the True Point of Beginning.

ALSO DESCRIBED AS FOLLOWS:

That portion of Lot 8 in Section 18, Township 9 South, Range 25 East, Boise Meridian, Minidoka County, Idaho, more particularly described as follows:

Beginning at the SW corner of the NW $\frac{1}{4}$ of Section 18, Township 9 South, Range 24 EBM; thence South 752.4 feet; thence South 88°59' East 1695.0 feet to the high water line of the Snake River West Bank; thence North 31°25' East 836.0 feet; thence North 88°59' West 2210.0 feet to the Point of Beginning containing 32 acres, more or less.

together with their appurtenances.

DATED this 15th day of March, 1988.

MORGAN-SHILLINGTON FARM
COMPANY

By W. H. Shillington
W. H. Shillington
Partner

W. H. Shillington
W. H. Shillington

Edith Shillington
Edith Shillington

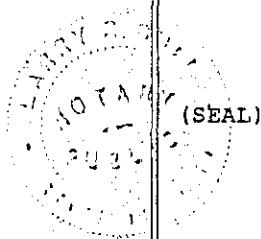
ESTATE OF GERALD MORGAN,
DECEASED

By W. H. Shillington
W. H. Shillington
Personal Representative

STATE OF IDAHO)
) ss.
County of Minidoka)

On this 28th day of March, 1988, before me, a Notary Public in and for said State personally appeared W. H. SHILLINGTON, individually, as a partner of Morgan-Shillington Farm Company and as Personal Representative of the Estate of Gerald Morgan, Deceased, and EDITH SHILLINGTON, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



378025

PREPARED AT REQUEST OF
Goodman & Duff
FILM NO. 3m

MAR 23 4 56 PM '88

MINIDOKA COUNTY, IDAHO
CLERK OF DISTRICT COURT
RECORDED

FEE 9- DEPUTY LP



WILLIAM T. GOODMAN
LARRY R. DUFF
STEVEN A. TUFT
ALAN GOODMAN

LAW OFFICE
Goodman and Duff
CHARTERED
717 7TH STREET
BOX D
RUPERT, IDAHO 83350

AREA CODE 208
TELEPHONE NO.
436-4774

August 13, 1990

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RECEIVED
AUG 14 1990

Department of Water Resources

Department of Water Resources
1301 N. Orchard
Boise, Idaho 83705

Re: Permit Nos. 36-8288 and 36-8226

Gentlemen:

After discussing the above Permits with your Twin Falls office, we are enclosing an Objection to Allowance of Amendment or Transfer of Water Permit No. 36-8288 and 36-8226. The Objections are set forth in detail in the enclosure.

The basic summary of the Objection is the Permits failed to disclose prior existing water rights, acquired both by license and by use prior to 1963; the fact the Permit deals with water coming out of a well that was drilled in the late 1950's with a Priority Right of 1956, which well and pump has never been increased in size since its original drilling. Also, at the time of the approval of the Permit by the Department, the applicant had no interest whatsoever in the real property serviced by said Permit and prior to that time, it only had a Contract Seller's interest which they had disposed by transfers in 1987.

Very truly yours,

GOODMAN & DUFF


Larry R. Duff
Microfilm

LRD:td
enc.

JUN 25 1992

June 13, 1990

Patterson Farms of Idaho, Inc.
Rt. 1, Box 1272
Paul, ID 83347

Russell:

Re: Permit Nos. 36-8226 and 36-8288

Enclosed is a copy of each approved request for extension of time. The time within which to submit the proofs of beneficial use is extended to June 1, 1992.

Note that the department has granted these extensions based on due diligence. It is important that you work diligently toward the completion of these projects during the construction period allowed. The department may not be able to grant additional requests.

If you have any questions concerning this matter, please feel free to contact this office.

Sincerely,

RITA I. FLECK
Secretary/Records Manager

Enclosure

MICROFILMED

JUN 19 1990

STAFF REVIEW SHEET - EXTENSION OF TIME

Permit No. 36-8288

Reviewed by [Signature]

Date 6-6-90

BASIC INFORMATION

- 4 Date stamp received
- 4 Extension received timely (not too early not too late)
- 4 Fee received and receipted
- 4 Name and signature same as permit
- N Address change

BASIS FOR EXTENSION REQUEST

- 4 Has adequate work been completed to demonstrate due diligence?
- 4 Has the cost incurred been adequate to demonstrate an intent to complete the project?
- Has the permit been involved in litigation?
 - a. Swan Falls _____ Dismissed from Swan Falls _____
 - Other _____ Identify _____
 - b. Is supporting documentation needed to complete the file? _____
 - Requested _____
 - c. Calculate the period of delay
 - Date litigation completed _____
 - Date litigation began _____
 - Total period of delay = _____
 - Present proof due date + _____
 - NEW PROOF DUE DATE = _____

- Is delay by a government agency? _____
- Is supporting documentation needed to complete the file? _____
- Requested? _____

ACTION TAKEN - *Recommend approval based on due diligence for two years*

N/A Reinstatement

| | | | |
|-------------------------|-------|---|-------|
| Date extension received | _____ | = | _____ |
| Proof due date | _____ | = | - |
| No. of days late | _____ | = | _____ |
| Priority date | _____ | = | + |
| ADJUSTED PRIORITY DATE | _____ | = | _____ |

DATE ENTRY

- Change proof due date _____
- Priority date change _____
- Address change _____

MR-NUMBER: A36-13429
CURRENT OWNER: CHARLES G. HORTON
RT. 4
RUPERT, ID 83350
PRIORITY DATE: 01-01-1933
STAGE: BENEFICIAL USE

COUNTY: MINIDOKA
SOURCE: GROUNDWATER
WATER USE: DOMESTIC
STOCKWATER
TOTAL: 0.060
DIVERSION RATE: 0.040
0.020
0.060
TRIBUTARY: DIVERSION VOLUME:
PERIOD FROM: 01/01
PERIOD TO: 12/31
12/31

REMARKS: LAND HAS SHARES IN M.I.D.; CATTLE ALSO DRINK FROM DITCHES.
*****IDWR NOTE*****
1/4 1/4 DESCRIPTION ADDED BY REFERING TO GOV'T PLAT AND AERIAL
PHOTO BY ADM 10/12/89

| POINT OF DIVERSION: | Twp | Rge | Sec | Tract | Lot |
|---------------------|-----|-----|-----|-------|-----|
| | 09S | 25E | 18 | NW SW | 8 |
| PLACE OF USE: | Twp | Rge | Sec | Tract | Lot |
| | 09S | 25E | 18 | NW SW | 8 |
| | 09S | 25E | 18 | NW SW | 8 |

END OF REPORT

*Not
Mudstone
Sheet*

April 24, 1990

W. H. Shillington
Box 535
Rupert, ID 83350

Dear Mr. Shillington:

Re: Permit Nos. 36-8226 and 36-8288

After our discussion the other day, I had Roberta Garrett research the computer records for adjudication claims covered by these same permits. Enclosed are the records of rights claimed.

As far as the permits are concerned, compare them with the claims filed. If the permits are needed to supply water to these lands and the water has been put to a beneficial use for any or all the lands on the permits, then the proof of beneficial use forms should be submitted. If additional time is needed to complete either project and a demonstration of due diligence can be made, then an extension of time should be submitted.

Before you can take action on the permits, however, you must show possessory interest in the land. The permits are in the name of Patterson Farms of Idaho, Inc. Even though the property was purchased from you and returned to you and is now owned by someone else, the permits are considered personal property of Patterson Farms.

The easiest way to change the ownership of the permits is to have a representative from Patterson Farms of Idaho assign them to either you or the new property owner, Ross Hunsaker. (Enclosed is an assignment form). The other way to show an ownership change is to demonstrate ownership by sending in current tax records. The department would then try to contact the permit holder of record. This second process is lengthier and more difficult. You should secure the assignment if at all possible.

If no water right has been developed by appropriating water then the permit should lapse.

If you have questions, please feel free to contact me.

Sincerely,

RITA I. FLECK
Secretary/Records Manager

Enclosure

RECORDED

JUN 19 1990

RECEIVED

Morgan-Shillington Farm Co.

APR 10 1990
(208) 436-4256

Box 535
Rupert, Idaho 83350

(208) 436-4255

Department of Water Resources

April 9, 1990

Department of Water Resources
1301 North Orchard St. Statehouse Mall
Boise, Idaho 83720-

Permit 36-8227

Gentlemen:

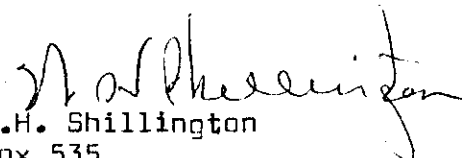
We have received your letter concerning the Permit numbered above. The applicant was Patterson Farms of Idaho. This property was rented and then sold to Pattersons, but they turned it back to W.H. Shillington, who in turn has transferred it to Ross Hunsaker.

We will hold these papers until you let us know what you want us to do with them.

Also, the enclosed letters were given to us by Pattersons. They refer to Permit # 36-8288 and 36-08226. We are unable to find corresponding numbers on any of our properties.

If we can be of any further help to you please let us know.

Yours very truly,


W.H. Shillington
Box 535
Rupert, Idaho 83350

encl.

s/h

RECORDED

JUN 19 1990

138459
March 31, 1990

PATTERSON FARMS OF IDAHO INC.
RT. 1 BOX 1272
PAUL, ID 83347

PROOF DUE NOTICE

RE: PERMIT NO. 36-08288

Dear Permit Holder:

One of the conditions of approval of the above referenced water permit was that proof of the extent of your beneficial use must be submitted to this office on or before June 1, 1990.

(See last page of your approved permit or your last approved extension request.) Enclosed is a form which when accompanied by the license examination fee or a complete field examination report prepared by a certified water right examiner may be used to submit the required proof.

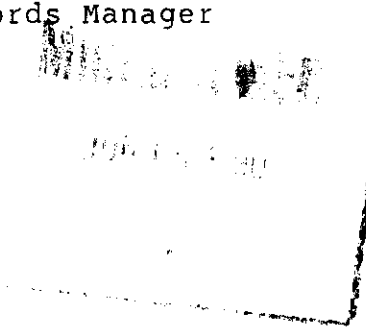
If you have not fully completed your project, and you or a previous owner of this permit have not received a prior extension of time, you may request an extension of time if the delay is for reasonable cause as provided in Section 42-204, Idaho Code. If you have been prevented from proceeding by a governmental agency or by litigation which might bring title to the water in question, more than one extension of time can be granted. An extension of time request form is enclosed for your convenience.

Either an acceptable proof of beneficial use submittal or an acceptable request for an extension of time must be received by this department on or before the above described proof due date. If neither is received, the department will send you a lapse notice. Within sixty (60) days of the mailing of the lapse notice, the permit will no longer be of any force nor effect.

SINCERELY,

Rita Fleck
Secretary/Records Manager

Enclosures



MEMORANDUM

TO: FILE/APPLICATION NO.

FROM: TIM LUKE

RE: SWAN FALLS PROCESSING

DATE: 11-27-89

=====

This application was among those applications reviewed in the regional offices last year and recommended for out of sequence processing. This application includes a statement and sufficient supporting evidence concerning development of the project prior to October 1, 1984.

The department's Policy and Implementation Plan for Processing Water Rights in the Swan Falls Area provides for applications to be processed out of sequence if the development was completed prior to October 1, 1984 and the application filed prior to July 1, 1985. These filings are not required to be processed in sequence with other trust water filings because the effect of these filings have already occurred and because, due to subordination, the filings are not taking water held in trust. These filings are not subject to the staged development policy and public interest criteria of Section 42-203C, Idaho Code.

S T A T E O F I D A H O
D E P A R T M E N T O F W A T E R R E S O U R C E S

Statehouse
Boise, Idaho 83720
(208) 334-7900
May 10, 1989

PATTERSON FARMS OF IDAHO INC.
RT. 1 BOX 1272
PAUL, ID 83347

P E R M I T A P P R O V A L N O T I C E

RE: PERMIT NO. 36-08288

Dear Permit Holder:

Enclosed is a copy of your approved application for permit. We direct your attention to the conditions of approval on the final page.

Section 42-235, Idaho Code, requires that a "drilling permit" must be obtained from the department for all wells constructed after July 1, 1987. A drilling permit is a separate permit that must be issued in addition to your permit to appropriate water. Commencement of well construction or diversion of water under your permit to appropriate water is prohibited unless a drilling permit is obtained.

Be sure to note the special condition requiring you to install a measuring device, or a flow measurement port to provide for the installation of measuring equipment by the Department. Enclosed please find a list of measuring device options, and specifications for the installation of the flow measurement port.

You should be aware that the groundwater you propose to divert is located within a drainage basin where surface waters are regulated during the months of low flow. It is possible that diversion of groundwater may have an adverse impact on these surface water flows. Information available to us at this time does not warrant refusing to issue permits in your area, but we do caution that diversions of groundwater are not allowed to deplete flows available for surface water users with earlier priority dates. Siting your well as far from surface sources as possible and casing out upper water producing zones may reduce the potential of interference.

MICROFILMED

JUN 13 1989

We have enclosed a form entitled "Instructions for Proof of Beneficial Use". Please read the instructions carefully since you must take further action to develop this permit. Also enclosed for your convenience is a form entitled "Proof of Beneficial Use" that must be submitted to the Department when your project is completed.

Sincerely,

GARY SPACKMAN, Supervisor
Water Right Permits Section

GS: SC
Enclosures

RECEIVED
JAN 10 1964

WATER RIGHTS SECTION

State of Idaho
Department of Water Resources

APPLICATION FOR PERMIT ANALYSIS SHEET

PATTERSON FARMS OF IDAHO, INC.

INITIAL REVIEW BY: JF Stanton

APPLICATION NUMBER: 36-8288

CHECK:

- ☐ Source.
☐ Point of diversion.
☐ County.
☐ Quantity of water and period of use.
☐ Description of diverting works.
☐ Time required for beneficial use of water.
☐ Place of use or acres irrigated.
☐ Map.
☐ Signature.
☐ Fee.

Field check by: _____

Date: _____

Comments: _____

☐ Yes ☐ No Field check required.

☐ Yes ☐ No Critical groundwater area.

☐ Yes ☐ No Request dam safety information. Sent by: _____ Date: _____

☒ Yes ☐ No* In form to receipt.

*REQUEST THE FOLLOWING ADDITIONAL INFORMATION FROM THE APPLICANT: _____

SEND COPIES TO:

- ☐ Idaho State Health Department.
☐ Idaho Fish and Game Department.
☐ Idaho Department of Lands.
☐ U.S. Bureau of Land Management.
☐ U.S. Forest Service.
☐ Other _____

Copies sent by: _____ Date: _____

PROCESSING:

☐ Yes ☒ No Platted by: JD Map No. BB-30
☐ Yes ☒ No Other rights on same place of use. _____

☒ Yes ☐ No* In form for advertising.

☐ Yes ☒ No Final date for protests: 3/6/89

☐ Yes ☒ No Protests received. If yes, record information on 4th page of application.

FINAL REGIONAL PROCESSING REVIEW:

- ☒ Affidavit of publication received. Date: 3/1/89
☒ Application published correctly. If not, record action taken: _____
☒ Fee amount, receipt date & number, recorded on application. 45/36650
☒ Publication dates and paper, recorded on application. 2/16 & 2/23/89 South W Press
☒ Protests, dates, withdrawal, etc., recorded on application.
☒ Recommendation & initial, recorded on application.
☐ Yes ☒ No Measuring device required.
☒ Yes ☒ No Access port required.
☒ Yes ☒ No Will water be delivered by watermaster? If yes, what district? 01-P05
6/28/85 Date of priority recommended.

Special conditions of approval or cover letter. Same Measuring and as 36-8226

App. in TRUST area - see development statement -

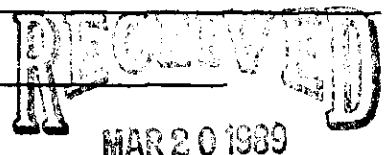
By: Loren D. Talner Date: 3/15/89

STATE OFFICE REVIEW:

P03, P05, P16 OIG 46

☐ See attached sheet for more information.

By: KW Date: 4/12/89



POINT OF DIVERSION AND STREAM INDEX INFORMATION

| TRACT | SEC | TWP | RGE | gov't
lot | rediv.
(R) | REACH |
|-------------------------|-----|-----|-----|--------------|---------------|-------|
| IDAHO STREAM CODE INDEX | | | | | | |

| TRACT | SEC | TWP | RGE | gov't
lot | rediv.
(R) | REACH |
|-------------------------|-----|-----|-----|--------------|---------------|-------|
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| IDAHO STREAM CODE INDEX | | | | | | |



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 2148 4th Ave. East, Twin Falls, Idaho 83301 (208) 734-3578

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

February 2, 1989

Patterson Farms Idaho Inc.
RT. 1 Box 1272
Paul ID 83347

Re: Application for Permit Nos. 36-8226 & 36-8288

Dear Applicants:

On March 25, 1988, the Federal Energy Regulatory Commission (FERC) issued an order satisfying the last condition to make the Swan Falls Agreement effective. The Department is now prepared to proceed with the normal processing of your application. This process includes the preparation of a notice of the application which shall be published once a week for two consecutive weeks in a newspaper printed within the county wherein the point of diversion lies.

The Department wishes to know of any reason why it should not plan to process your above-referenced application. If there is a reason for not processing this particular application or you no longer have any interest in seeking a water right permit under this application, please notify the Department within ten days of the date of mailing this notice.

Please do not hesitate to contact this office if you have any questions regarding this matter.

Sincerely,

Loren O. Holmes
Manager, Southern Regional Office

LOH:jg

MICROFILMED

JUN 13 1989

36-08288

PATTERSON FARMS OF IDAHO INC.
RT. 1 BOX 1272
PAUL, ID 83347

Source: GROUNDWATER

Diversion Pt: LOT 4 (NWNWNE) Sec 18 T 09S R 25E

Use: IRRIGATION (.640 CFS)

Date Filed: 6/28/1985

In: T09S R25E S18 Lot 8 (NESW) Lot 8 (NWSW)

32.0 ACRES TOTAL

MICROFILMED

JUN 13 1989

FORM A

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

PROOF OF BENEFICIAL USE

The Idaho Department of Water Resources will consider this form as a statement that the permit holder(s) has completed development under this permit and that water has been applied according to the provisions of the permit for the beneficial use(s) described below:

Permit No.

Name(s) of Permit Holder: Patterson Farms of Idaho Inc.

Post Office Address: Rt. #1, Box 1272 Paul, Idaho

83347

Telephone No. 438-4800

Source of Water: Groundwater

Extent of Use: Domestic _____ (number of households)

Stockwater _____ (number and type of stock)

Irrigation 32 (acres)

Other/Remarks: This is an extension of water permit

from the original permit of 3-3-84 (Permit 36-2733)

Indicate the date water was first diverted and beneficially used under this permit: April 1, 1984

Measuring Devices: Required? ☐ Yes ☐ No
Installed? ☐ Yes ☐ No

Flow Measurement Port: Required? ☐ Yes ☐ No
Required? ☐ Yes ☐ No

Person to contact to accompany the Department representative during field examination: Ken or Russell Patterson

(Name)

Rt. #1, Box 1272 Paul, Idaho 83347 438-4800 Business 438-5571 Home

(Address)

(Telephone number)

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

7-1-85

Date

MICROFILMED

Signature of Permit

(and Title, if appropriate)

Russell Patterson
Vice Pres.

JUN 13 1985

Statement of development for exemption from Swan Falls processing. Not acceptable as proof of beneficial use.

