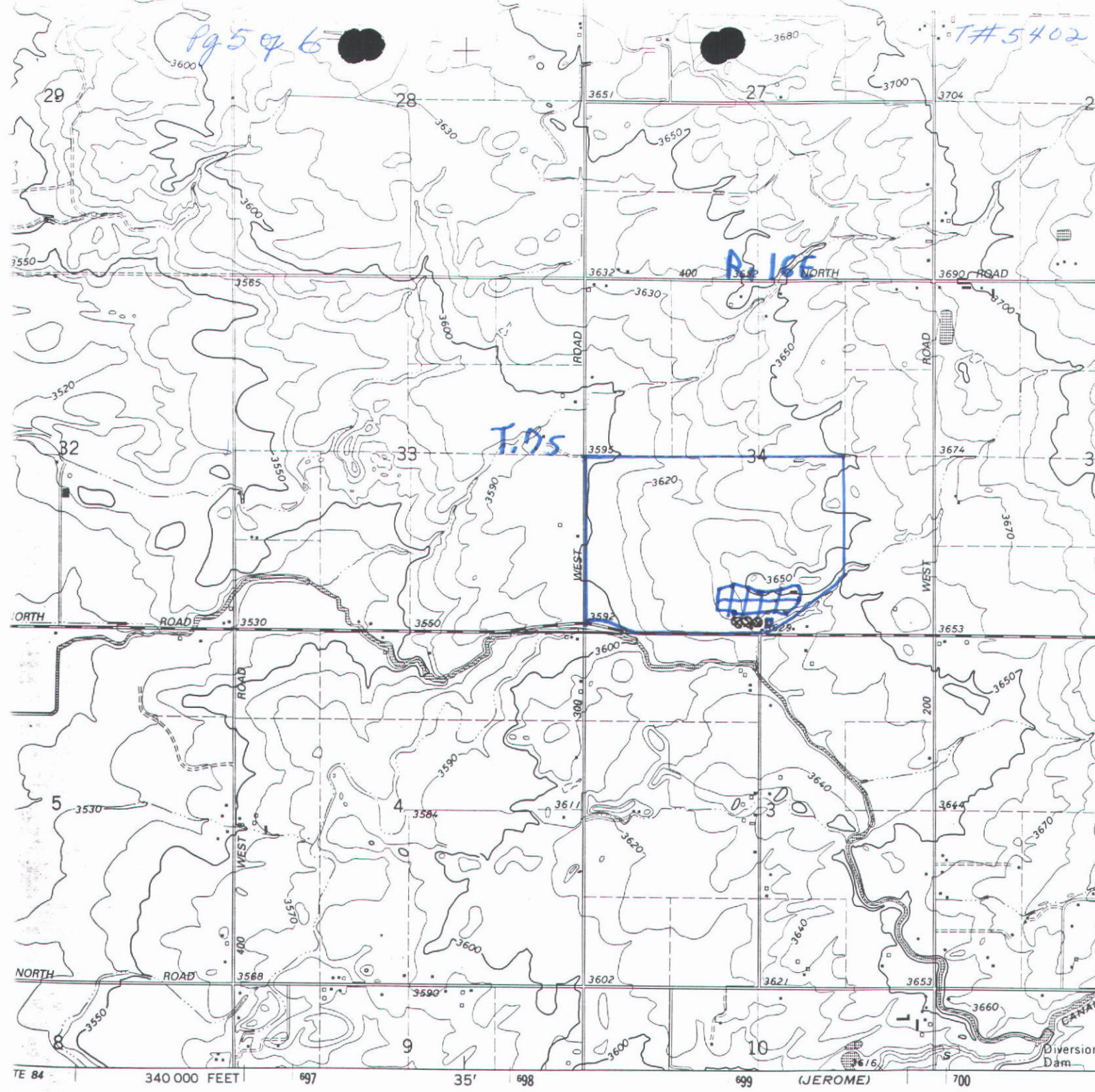


Pg 5 of 6

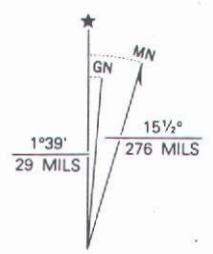
T#5402



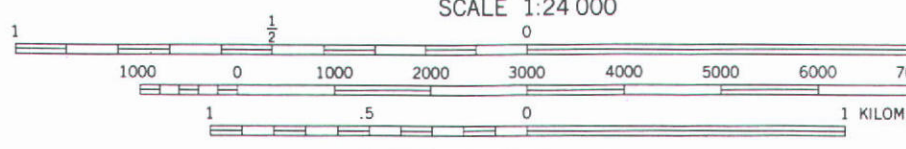
logical Survey

9. Information shown
graphs taken 1987 and
may exist between
ed contours
rojection and
tem, central zone
l Transverse

American Datum of
s given in USGS
ed corner ticks



UTM GRID AND 1992 MAGNETIC NORTH
DECLINATION AT CENTER OF SHEET



SCALE 1:24 000
CONTOUR INTERVAL 10 FEET
NATIONAL GEODETIC VERTICAL DATUM OF 1929

MICROFILMED

JUL 26 2000

COMPLIES WITH U.S. GEOLOGICAL SURVEY STANDARDS FOR SPATIAL ACCURACY-CLASS 1
FOR SALE BY U.S. GEOLOGICAL SURVEY
DENVER, COLORADO 80225, OR RESTON, VIRGINIA 22092
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT

TRANSFER NO. 5402
WATER RIGHT NO. 36-07337H

This is to certify that: **STANDING 16 RANCH INC**
C/O STEVE ERQUIAGA
252 W 300 N
JEROME ID 83338

has requested a change to the above captioned water right(s). This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code, provided the conditions listed below are met.

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
STOCKWATER	01/01 to 12/31	0.30 CFS	45.0 AF
COMMERCIAL	01/01 to 12/31	0.30 CFS	45.0 AF
	Totals	* 0.30 CFS	* 45.0 AF

SOURCE

GROUNDWATER

Priority: 11/25/1977

LOCATION OF POINT(S) OF DIVERSION:

SESW, Sec. 34, Township 07S, Range 16E
SWSE, Sec. 34, Township 07S, Range 16E
JEROME County

PLACE OF USE: STOCKWATER

TWN RGE SEC

07S 16E 34 SESW

SWSE

PLACE OF USE: COMMERCIAL

TWN RGE SEC

07S 16E 34 NESW
 SESW

NWSW
NWSE

SWSW
SWSE

CONDITIONS OF APPROVAL AND REMARKS

1. The right holder shall measure and annually report diversions of water and/or other pertinent hydrologic and system information as required by Section 42-701, Idaho Code.
2. Use of water under this approval shall comply with applicable water quality standards of the Division of Environmental Quality of the Idaho Department of Health and Welfare.

MICROFILMED

JUL 26 2000

TRANSFER NO. 5402
WATER RIGHT NO. 36-07337H

CONDITIONS OF APPROVAL AND REMARKS

3. The dairy operation authorized under this approval shall comply with applicable county zoning and use ordinances.
4. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
5. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
6. Commercial use is for a dairy barn located in the SWSE, S34, T07S, R16E.
- * 7. Rights 36-07337H, 36-14504 and 36-14505 when combined shall not exceed a total diversion rate of 0.30 cfs, and a total annual maximum diversion volume of 45.0 af for use at the dairy.
8. The water used for commercial purposes under this approval is applied to and irrigates land listed in the place of use to satisfy water quality requirements. Water shall not irrigate growing plants unless the water is first beneficially used in the dairy as authorized by this water right.
9. Two points of diversion are located in SESW, S34, T07S, R16E.

Dated this 22nd day of

December, 19 99.


Chief, Water Allocation Bureau

MICROFILMED

JUL 26 2003

Transfer No. 5402

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

RECEIVED

MAY 28 1999

Department of Water Resources

Department of Water Resources

Name of applicant The Standing 16 Mile Ranch Inc. Phone 324-6802

Post Office address c/o Steve Erquigga, 252 W 300 N, Jerome, ID 83208

PURPOSE OF TRANSFER

1. ☐ Change point of diversion ☒ Add diversion point(s) ☒ Change place of use
☒ Change nature of use ☒ Change period of use ☒ Other Split right
2. Describe the reason for the proposed changes We have purchased a portion of an irrigation license in order to provide water to enlarge our existing dairy

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE																																																																																																			

- | 1. Right Number | Priority | Amount
(cfs/ac-ft) | Nature
of Use | Period of Use |
|----------------------|------------|-----------------------|------------------|---------------|
| ~~36-073376~~ | 11-25-1977 | 0.30/25.7 | Stockwater | 1-1 to 12-31 |
| | | 0.30/19.3 | Commercial | " to " |
| | | | | to |
| | | | | to |
| | | | | to |
2. Total amount of water being transferred 0.30 cubic feet per second and/or 45.0 acre-feet per annum.
3. Source of water Groundwater tributary to _____
4. Point(s) of Diversion: _____

[illegible]

3. Lands irrigated or place of use: ~~the~~ Bann Site, Other tracts are for land application of wastewater.

[illegible]

PART 1

6. General Information:

a. Description of diversion system 3 connected wells & pumps, storage tank, pipelines to dairy barn & stock troughs. The westernmost well will provide most of the water, with the other used mainly as backup supplies.

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? _____ Yes ☒ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

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

Land will no longer be irrigated, Will be turned into pond sites or left natural.

d. Remarks:

Claims 36-14504 & 14505 cover existing uses on this property. This application will provide water for the entire dairy, however.
Corporate officers are Steve Erquigga (Pres.), Mike Thompson (V.P.), Connie Thompson (Sec.)

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

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

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

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

MICROFILMED

JUL 26 2000

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. T36-07337D E issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. pending which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice ☐ Warranty Deed ☐ Other _____

3. Source of water Groundwater tributary to _____

4. Date or priority 11-25-1977

5. Water is used for the following purpose:

amount 2.52 cfs for Irrig. purposes from 4-1 to 10-31
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 2.52 cubic feet per second and/or 504.0 acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
	SW	NE	SW	5	8S	14E	Gooding	
	NW	NW	SE	"	"	"	"	

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
8S	14E	5									9	1		16	33	33	1	33	126

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JUL 26 2000

Total acres 126

9. Describe any other water rights used for the same purpose as described above _____

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

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount 0.30 cfs for Irrig. purposes from 4-1 to 10-31
 (cfs/ac-ft) 45.0 AFA for _____ purposes from _____ to _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____ for _____ purposes from _____ to _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____ for _____ purposes from _____ to _____
2. Point(s) of Diversion: Same as 2.A.7.

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

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
85	14E	5									5			10					15

Total acres 15

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

1. amount 2.22 cfs for Irrig. purposes from 4-1 to 10-31
 (cfs/ac-ft) 444.0 for _____ purposes from _____ to _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____ for _____ purposes from _____ to _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____ for _____ purposes from _____ to _____
2. Point(s) of Diversion: Same as 2.A.7.

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

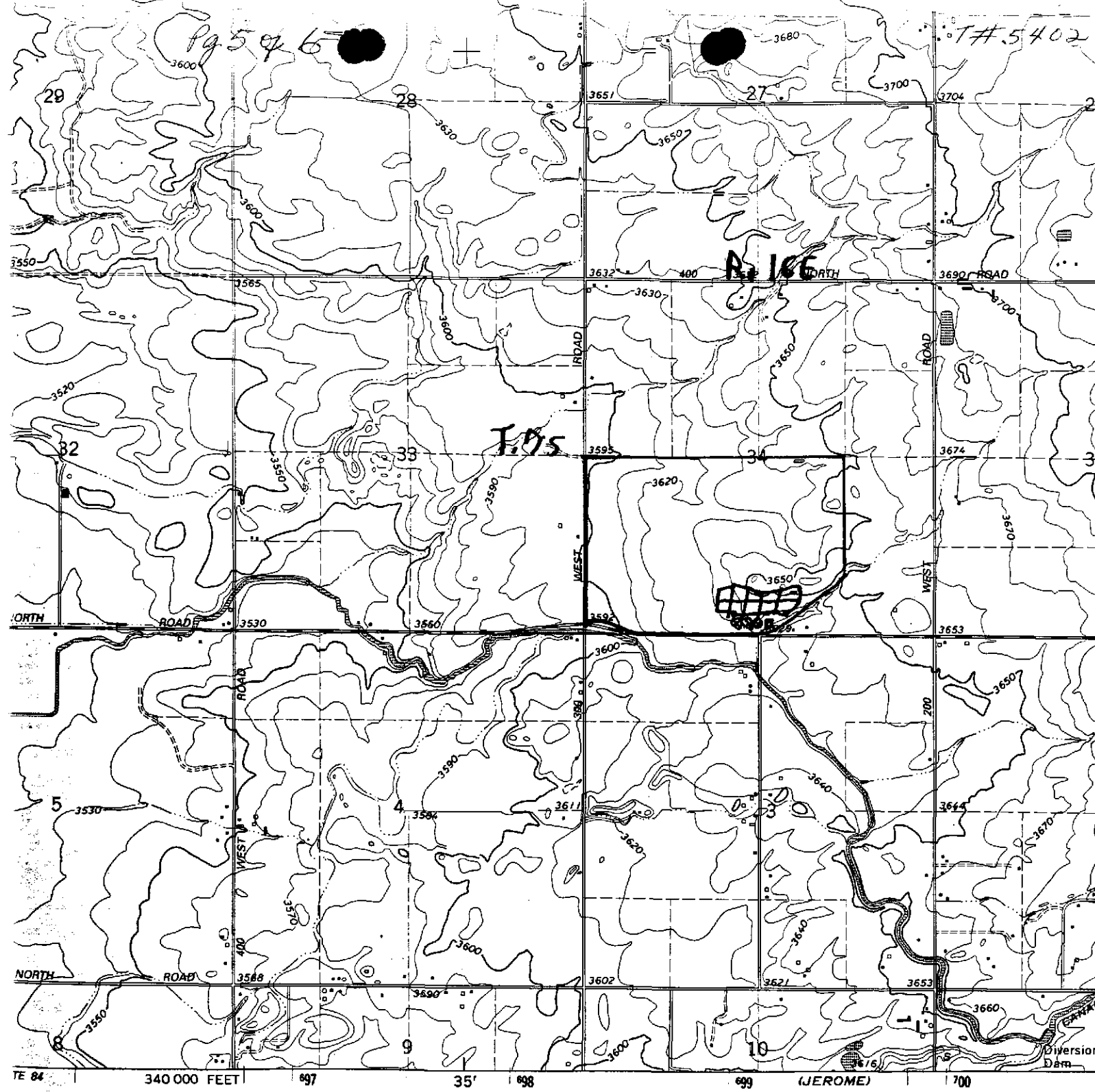
3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
85	14E	5									4	1		6	33	33	1	33	111

MICROFILMED

JUL 25 2003

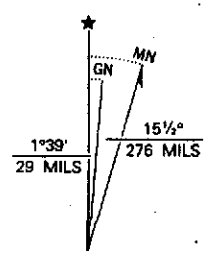
Total acres 111



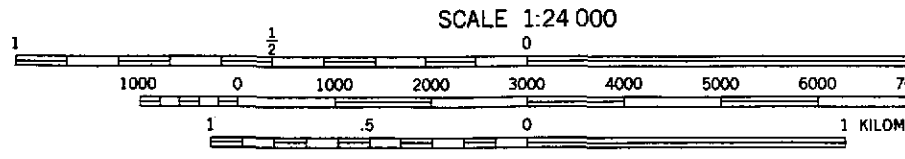
logical Survey

9. Information shown
graphs taken 1987 and
may exist between
ed contours
rojection and
tem, central zone
l Transverse

American Datum of
s given in USGS
ed corner ticks



UTM GRID AND 1992 MAGNETIC NORTH
DECLINATION AT CENTER OF SHEET



CONTOUR INTERVAL 10 FEET
NATIONAL GEODETIC VERTICAL DATUM OF 1929

COMPLIES WITH U.S. GEOLOGICAL SURVEY STANDARDS FOR SPATIAL ACCURACY-CL
FOR SALE BY U.S. GEOLOGICAL SURVEY
DENVER, COLORADO 80225, OR RESTON, VIRGINIA 22092
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQ

JUL 25 2000

PART 3

B. CHANGES IN NATURE OF USE

1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
	<u>Stockwater</u>	<u>0.30/25.7</u>	<u>as needed</u>	<u>1-1</u> to <u>12-31</u>
	<u>Commercial</u>	<u>0.30/19.3</u>	<u>"</u>	<u>"</u> to <u>"</u>

2. Quantity and quality of return flows and location of discharge:

Water will be ponded & land applied thru pivot sprinklers as needed.

3. Describe effects on other water uses resulting from the proposed change:

Should have no effect.

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

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

Steve Aguirre PRESIDENT
(Signature of Applicant)

Subscribed and sworn to before me this 28th day of December, 19 98.

JF Stanton
(Notary Public)

My commission expires 10-25-2000

FOR DEPARTMENT USE ONLY

Transfer contains 6 pages and 6 attachments

Received by JF Stanton Date 12-28-98 Protest filed by _____

Prelim. check by JF Fee \$100. SD 21691

Receipted by JF Date 12-28-98

Published in Leading Co. Leader & Northside News Copies of protest forwarded by _____

Pub. dates 3/11 & 3/19/99 Hearing held by _____ Date _____

Watermaster recommendation requested on N/A Recommended for ☐ approval ☐ denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____

MICROFILMED

JUL 26 2000

RECEIVED

DEC 29 1998

Department of Water Resources
Southern Region

MEMORANDUM OF AGREEMENT

THIS AGREEMENT Made and entered into this 23 day of December, 1998, by and between JOHN A. SANDY, Hagerman, Idaho (hereinafter "Vendor") and STANDING 16, INC., STEVE ERQUIAGA, MIKE THOMPSON, and CONNIE JO THOMPSON, 252 W. 300 N., Jerome, Idaho (hereinafter "Vendees").

WITNESSETH:

WHEREAS, Vendor is the owner of a license, or permit, for approximately 120 inches of ground water, which ground water is located appurtenant to Vendor's property located in Township 8 South, Range 14 E.B.M., Section 5, Gooding County, Idaho; and,

WHEREAS, Vendees are the owners of certain property located in Jerome County, Idaho; and, .

WHEREAS, Vendor desires to sell to Vendees, and Vendees desire to purchase from Vendor, 15 inches of the above described water for the sum of Eight hundred dollars (\$800.00) per inch, for a total amount of Twelve thousand dollars (\$12,000.00).

NOW, THEREFORE, it is agreed between the parties as follows:

1. In consideration of the sum of \$12,000.00, Vendor sells and Vendees purchase 15 inches of ground water from the property as set forth above.
2. The agreed purchase price of \$12,000.00 shall be payable in cash.
3. The cash will be deposited in the Hobdey & Hobdey Trust Account and held until such time as the appropriate property descriptions have been identified and the Idaho Department of Water Resources has approved the transfer.
4. Vendor makes no warranties or guarantees that the transfer will be approved by the Department of Water Resources.
5. Vendees acknowledge that they have ascertained, from sources other than Vendor, the applicable zoning and other regulatory ordinances regarding the use of the 15 inches of water and Vendor has made no representations with respect thereto.
6. In the event this water cannot be transferred within 120 days, this agreement shall be void and the money returned

MICROFILMED

JUL 28 2000

T#5402

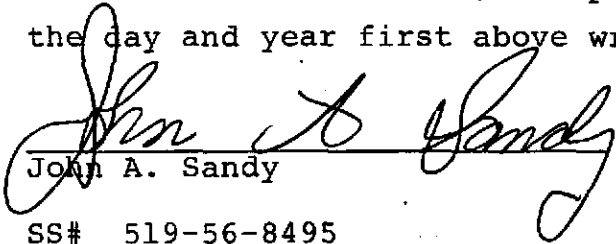
to Vendees. It being understood that the money shall be deposited in the Hobdey & Hobdey Trust Account, which is a non-interest bearing account. In the event the parties wish to extend this agreement beyond the 120 days, they shall so indicate in writing. However, each party agrees to be responsible for paying one-half (1/2) the costs of attorney fees to Hobdey & Hobdey for the preparation of this agreement.

7. Vendees specifically acknowledge and agree that Craig D. Hobdey is not representing them and Vendees are hereby advised to seek legal counsel of their own choosing.

8. In the event any suit, action or other proceeding is instituted by Vendor or Vendees to require performance of any provision, term or condition of this agreement, the prevailing party shall be entitled to a reasonable amount for attorney fees to be determined by the Court together with the usual costs and disbursements allowed by law.

9. This agreement shall be binding upon the heirs, personal representatives, administrators, successors and assigns of the parties hereto.

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


John A. Sandy

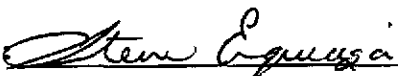
SS# 519-56-8495

3104 S. 1200 E.
Hagerman, Idaho 83332

"VENDOR"

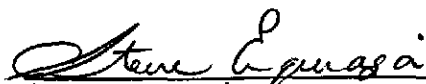
STANDING 16, INC.

BY

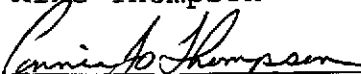


STEVE ERQUIAGA
Print Name

Title: PRESIDENT


Steve Erquiaga


Mike Thompson


Connie Jo Thompson

"VENDEES"

MICROFILMED

JUL 26 2003

177802

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

D. JOHN THORNTON & ASSOCIATES, P.A.
1101 WEST RIVER STREET, SUITE 340
POST OFFICE BOX 7156
BOISE, ID 83707-1156
208/344-8600

STATE OF IDAHO COUNTY OF GOODING

Filed for record at the request of D. John Thornton
17 min. past 9 o'clock A m. this 9th
of November 1998 9.00
By Penny Archibald Deputy

(SPACE ABOVE LINE FOR RECORDER'S USE)

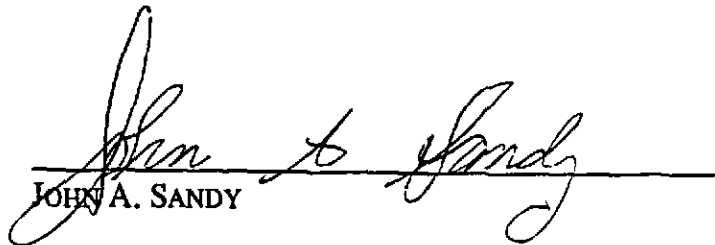
BARGAIN AND SALE DEED

JOHN A. SANDY, a married man, dealing with his sole and separate property, Grantor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to W. A. SANDY and FLORENCE M. SANDY, husband and wife, Grantees, whose current address is 240 E. Bruneau Street, Hagerman, Idaho 83332, all of his right, title and interest in and to that certain real property located in Gooding County, Idaho, more particularly described on Exhibit A attached hereto and made a part hereof by this reference.

TOGETHER WITH all improvements, easements, hereditaments and appurtenances thereto, and subject to such rights, easements, covenants, restrictions and zoning regulations as appear of record or based upon the premises.

IN WITNESS WHEREOF, Grantor has hereunto subscribed his name to this instrument this sixth day of November, 1998.

GRANTOR:


JOHN A. SANDY

MICROFILMED

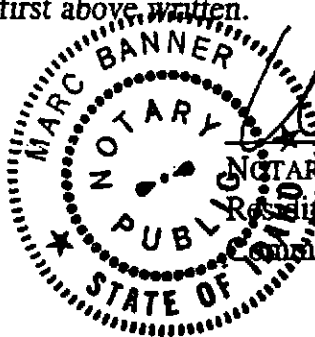
JUL 28 2000

T# 5402

STATE OF IDAHO)
 ss.
COUNTY OF ADA)

On this sixth day of November, 1998, before me, the undersigned Notary Public in and for said State, personally appeared JOHN A. SANDY, known or identified to me to be the person whose name is subscribed to the foregoing 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 in this certificate first above written.

A circular notary seal for Marc Banner, Notary Public, State of Idaho. The seal contains the text "MARC BANNER", "NOTARY PUBLIC", and "STATE OF IDAHO" around a central star. A signature is written over the seal.

NOTARY PUBLIC, State of Idaho
Residing at: Boise ID
Commission expires: 8/24/00

MICROFILM

JUL 26 2008

EXHIBIT A

* * * * *

Township 8 South, Range 14 East of the Boise Meridian, Gooding County, Idaho.

Section 5: A parcel of land located in the Southwest Quarter, more particularly described as follows;

COMMENCING at the Northeast corner of said Southwest Quarter;
Thence South 00°47'49" West 21.98 feet to the REAL POINT OF BEGINNING;
Thence South 00°33'55" West 1293.76 feet to the Southeast corner of the Northeast Quarter of the Southwest Quarter;
Thence along the Easterly boundary of said Southwest Quarter South 00°34'09" West 400.0 feet;
Thence South 89°49'57" West 500.0 feet;
Thence North 00°34'09" East 400.0 feet;
Thence North 43°56'01" East 603.6 feet;
Thence North 50°00'00" West 350.0 feet;
Thence North 57°44'13" East 150.0 feet;
Thence North 10°30'50" East 455.43 feet;
Thence North 54°42'58" East 186.40 feet to the REAL POINT OF BEGINNING.

ALSO:

Township 8 South, Range 14 East of the Boise Meridian, Gooding County, Idaho.

Section 5: All of the Northwest Quarter of the Southeast Quarter;
All of the Northeast Quarter of the Southeast Quarter;
All of the East One-Half of the Southeast Quarter of the Southeast Quarter.

SUBJECT to a 20 foot wide power line easement affecting the Northerly and Southerly boundary of said East One-Half of the Southeast Quarter and affecting the Northerly boundary of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter.

MICROFILMED

111 2 5 1988

177862

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

D. JOHN THORNTON & ASSOCIATES, P.A.
1101 WEST RIVER STREET, SUITE 340
POST OFFICE BOX 7156
BOISE, ID 83707-1156
208/344-8600

STATE OF IDAHO COUNTY OF GOODING

Filed for record at the request of

18 min. past 9 o'clock A m. this 9th
of November, 1998 900

Denny Archibald Deputy

(SPACE ABOVE LINE FOR RECORDER'S USE)

BARGAIN AND SALE DEED

W. A. SANDY and FLORENCE M. SANDY, husband and wife, Grantors, for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to MOUNTAIN AND VALLEY PROPERTIES L. P., an Idaho limited partnership, Grantee, whose address is 3104 South 1200 East, Hagerman, Idaho 83332, all of their right, title and interest as tenants in common, in and to that certain parcel of real property located in Gooding County, Idaho, as more particularly described on Exhibit A attached hereto and made a part hereof by this reference.

TOGETHER WITH all improvements, easements, hereditaments and appurtenances thereto, and subject to such rights, easements, covenants, restrictions and zoning regulations as appear of record or based upon the premises.

IN WITNESS WHEREOF, Grantors have hereunto subscribed their names to this instrument effective the sixth day of November, 1998.

GRANTORS:

W. A. Sandy
W. A. SANDY

Florence M. Sandy
FLORENCE M. SANDY

MICROFILM

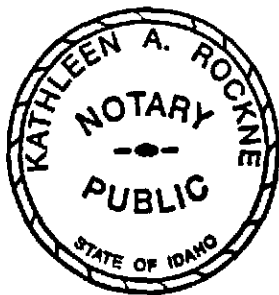
JUL 28 2000

T#5402

STATE OF IDAHO)
 ss.
COUNTY OF ADA)

On this sixth day of November, 1998, before me, the undersigned Notary Public in and for said State, personally appeared W. A. SANDY and FLORENCE M. SANDY, husband and wife, known or identified to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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



A handwritten signature in cursive script, which appears to read "Kathleen A. Rockne", written over a horizontal line.

NOTARY PUBLIC, State of Idaho

Residing at: Boise, Idaho

Commission expires: 2/7/2000

MICROFILMED

JUL 25 2000

EXHIBIT A

* * * * *

Township 8 South, Range 14 East of the Boise Meridian, Gooding County, Idaho.

Section 5: A parcel of land located in the Southwest Quarter, more particularly described as follows;

COMMENCING at the Northeast corner of said Southwest Quarter;
Thence South 00°47'49" West 21.98 feet to the REAL POINT OF BEGINNING;
Thence South 00°33'55" West 1293.76 feet to the Southeast corner of the Northeast Quarter of the Southwest Quarter;
Thence along the Easterly boundary of said Southwest Quarter South 00°34'09" West 400.0 feet;
Thence South 89°49'57" West 500.0 feet;
Thence North 00°34'09" East 400.0 feet;
Thence North 43°56'01" East 603.6 feet;
Thence North 50°00'00" West 350.0 feet;
Thence North 57°44'13" East 150.0 feet;
Thence North 10°30'50" East 455.43 feet;
Thence North 54°42'58" East 186.40 feet to the REAL POINT OF BEGINNING.

ALSO:

Township 8 South, Range 14 East of the Boise Meridian, Gooding County, Idaho.

Section 5: All of the Northwest Quarter of the Southeast Quarter;
All of the Northeast Quarter of the Southeast Quarter;
All of the East One-Half of the Southeast Quarter of the Southeast Quarter;

SUBJECT to a 20 foot wide power line easement affecting the Northerly and Southerly boundary of said East One-Half of the Southeast Quarter and affecting the Northerly boundary of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter.

MICROFILMED

JUN 28 2000

CORRECTION

QUITCLAIM DEED

Correcting Instrument
No. 242175

For Value Received We, HENRY REID and MARIAN REID, husband and wife, the
Grantors,

Hereinafter called the grantor, hereby remises, releases, and forever Quitclaims unto

DOUBLE R RANCH, INC.

Route #2, Box 38

Jerome, Idaho 83338

Hereinafter called the grantee, the following described premises, in
to-wit:

Jerome

County, Idaho

N $\frac{1}{4}$ SW $\frac{1}{4}$, the NW $\frac{1}{4}$ SE $\frac{1}{4}$, and that part of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ lying North
and West of the U-4 Canal of the North Side Canal Co., Limited,
all in Section 34, Township 7S, Range 16 E.B.M., Jerome County.

243520
of City of Jerome
Aug 3 3 02 PM '79
FILED

TO HAVE AND TO HOLD the said premises, with their appurtenances unto said Grantee, and the gran-
tee's heirs and assigns forever.

Dated: July 31, 1979.

Marian Reid
Marian Reid

STATE OF IDAHO, COUNTY OF Jerome
On this 31 day of July, 1979,
before me, a notary public in and for said State, per-
sonally appeared HENRY REID & MARIAN
REID, husband and wife,

known to me to be the person S whose name S are
subscribed to the within instrument, and acknowledged
to me that they executed the same.

Residing at Jerome

Notary Public

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 _____
19 _____, in my office, and duly recorded in Book
of Deeds at page _____

Ex-Officio Recorder

By

Deputy

Fees \$

Mails to

Instrument No.

7

T# 5402

QUITCLAIM DEED

For Value Received

Henry Reid, Marian Reid, Husband and Wife the Grantors

do hereby convey, release, remise and forever quit claim unto

Double R Ranch, Inc.

Route 2 Box 38

Jerome, Idaho 83338

the following described premises, to-wit:

S4 SW4, in section 34, Township 7S, Range 16 E.B.M., Jerome County, Idaho.

242176

RECORDED AT THE REQUEST

OF

JUN 4 2 08 PM '79

RECEIVED AT THE REQUEST
JUN 4 1979
FEE \$

together with their appurtenances.

Dated: June 4, 1979

Henry Reid
Marian Reid

STATE OF IDAHO, COUNTY OF

On this 4th day of June, 1979, before me, a notary public in and for said State, personally appeared Henry Reid & Marian Reid Husband & Wife

known to me to be the person or persons who are subscribed to the within instrument, and acknowledged to me that they executed the same.

[Signature]
Notary Public
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 _____
this _____ day of _____
19 _____ in my office, and duly recorded in Book _____
of Deeds at page _____

Ex-Officio Recorder

By _____ Deputy
Fees \$ _____
Mail fee _____

ARTICLES OF AMENDMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, the undersigned, natural persons of full age, citizens and residents of the United States of America, and the record owners of all outstanding and issued shares of stock of DOUBLE R RANCH, INC., an Idaho corporation, do hereby certify the following as Articles of Amendment of the original Articles of Incorporation of said corporation.

ARTICLE I.

The name of the Corporation, prior to amendment is DOUBLE R RANCH, INC., the name of the Corporation after amendment shall be STANDING 16 RANCH, INC.

ARTICLE II.

The Amendment adopted to these Articles are as follows:

That this Corporation adopt Articles of Amendment, a copy of which is attached hereto as Exhibit "A". The purpose of which shall be to amend the existing Articles of Incorporation of said Corporation, to provide for a change of corporate name from Double R Ranch, Inc. to Standing 16 Ranch, Inc.

ARTICLE III.

The date of adoption of the Amendment above-stated was December 19, 1984.

ARTICLE IV.

The number of shares outstanding as of December 19, 1984 was 4,425. Henry Reid and Marian Reid are the owners of all said shares.

MICROFILMED

ARTICLES OF AMENDMENT - 1

JUL 26 2000

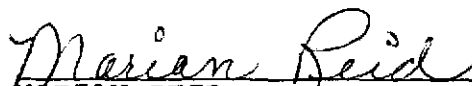
JAN 7 9 45 AM '85
JAN 24 9 10 AM '84
JAN 26 10 00 AM '84

ARTICLE V.

Henry Reid and Marian Reid, as owners of all outstanding stock of the Corporation, expressed in writing on the 19th day of December, 1984, their consent to the foregoing Amendment

IN WITNESS WHEREOF, we, the holders of all shares outstanding and issued of Standing 16 Ranch, Inc. have set our hands this 19th day of December, 1984.


HENRY REID


MARIAN REID

STATE OF IDAHO)
) ss.
County of Jerome)

On this 19th day of December, 1984, before me, the undersigned, a Notary Public in and for said County and State, personally appeared HENRY REID and MARIAN REID, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same.

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


NOTARY PUBLIC for Idaho

MICROFILMED

STATE OF IDAHO)
) ss.
County of Jerome)

I, ROBIN L. WHITE, a notary public, do hereby certify that on this 19th day of December, 1984, personally appeared before me HENRY REID and MARIAN REID, who, being by me first duly sworn, declare that they are owners of all outstanding shares of stock of DOUBLE R RANCH, INC., and President and Secretary, respectively, of said Corporation, and that they signed the foregoing document as shareholders and officers of the Corporation, and that the statements therein contained are true.



NOTARY PUBLIC for Idaho
Residing at Jerome, Idaho

RECORDED

DEC 28 1984

MAILING LIST
TR# 5401 (X36-07337 Pt)

Applicant:

ATTN REX MINCHEY
MAINTENANCE MANAGER
JEROME CHEESE CO
PO BOX 485
JEROME ID 83338

Attorney for Applicant:

CHRISTOPHER H MEYER
MICHAEL C CREAMER
GIVENS PURSLEY LLP
PO BOX 2720
BOISE ID 83701-2720

Protestants:

BILL CHISHOLM
19073 E HWY 30
BUHL ID 83316

LEE HALPER
331 S 230 W
JEROME ID 83338

MICROFILMED
JUN 26 2000



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

December 23, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

STANDING 16 RANCH INC
C/O STEVE ERQUIAGA
252 W 300 N
JEROME ID 83338

RE: Water Right 36-07337H (Transfer 5402)

Dear Mr. Erquiaga:

Enclosed is the copy of your approved Transfer of Water Right for the above referenced water right (Transfer 5402). Please be sure to thoroughly read the Conditions and Remarks listed on the transfer. Also, please be advised that the accompanying transfer approval should be considered and treated as a **preliminary order** of the department issued pursuant to section 67-5243, Idaho Code. Enclosed are instructions for responding to **Preliminary Orders** if you are in disagreement with the approved transfer.

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

Please feel free to contact the department if you have questions.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Jeff Peppersack'.

Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosures

MICROFILMED

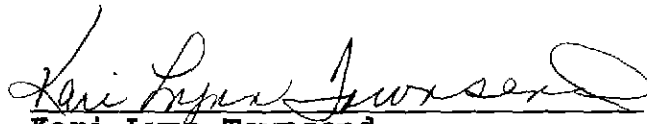
JUL 26 2000

CERTIFICATE OF MAILING

I hereby certify that on the 23rd day of December, 1999, I mailed a true and correct copy, postage prepaid, of the foregoing **TRANSFER APPROVAL** to the person(s) listed below:

RE: WATER RIGHT 36-07337H (Transfer 5402)

**STANDING 16 RANCH INC
C/O STEVE ERQUIAGA
252 W 300 N
JEROME ID 83338**


**Kari Lynn Townsend
Secretary**

**MICROFILMED
JUL 28 2000**

Responding to Preliminary Orders Issued by the Idaho Department of Water Resources

The Idaho Department of Water Resources (Department) issues water right permits, licenses, and transfers as preliminary orders pursuant to section 67-5243, Idaho Code. A preliminary order can and will become a final order without further action of the department unless a party petitions for reconsideration or files an exception and/or brief 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 the 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 twenty-one (21) 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 a 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. Otherwise, a preliminary order will become a final order of the Department.

If any party appeals or takes exceptions to a preliminary order, opposing parties shall have twenty-one (21) days to respond to any party's appeal. Written briefs in support of or taking exceptions to the preliminary order shall be filed with the Department. The Department retains the right to review the preliminary order on its own motion.

ORAL ARGUMENT

If the Department grants a petition to review a preliminary order, the Department 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 Department will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Department 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 Department in connection with a preliminary order shall be served on all other parties to the proceedings in accordance with Rules of Procedure 302 and 303.

FINAL ORDER

The Department 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 Department 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.