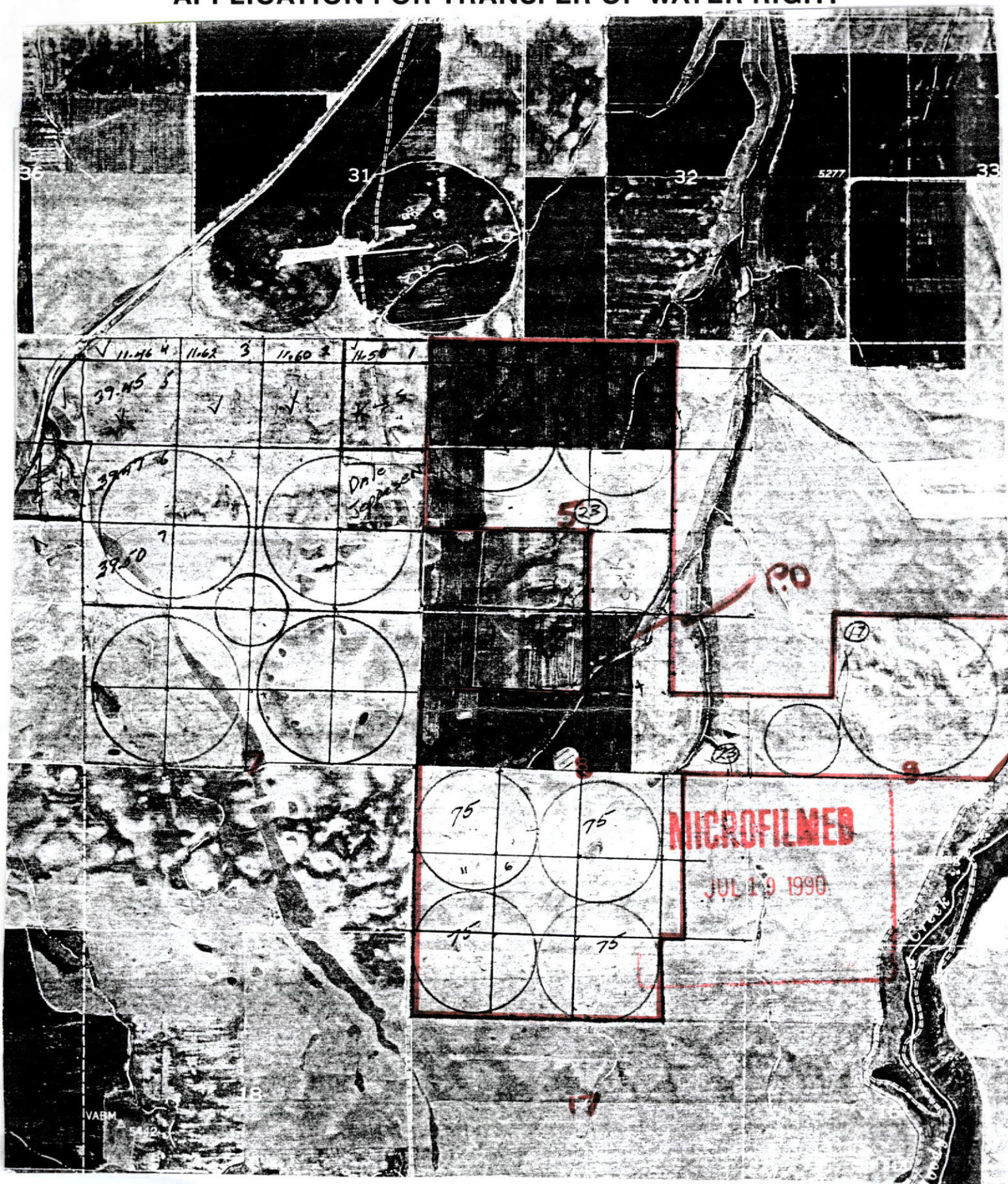


STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT



THE STANDARD-JOURNAL
Rexburg, Idaho
AFFIDAVIT OF PUBLICATION

STATE OF IDAHO
County of Madison

I, Terry Weatherston being first duly sworn, depose and say, that I am the printer of THE STANDARD-JOURNAL, a semi-weekly newspaper printed and published semi-weekly at Rexburg, Madison County, Idaho; and I do solemnly swear that the

Water Rights #22-02252 a copy of which notice appears attached hereto, was published in the regular and entire issue of said newspaper, and not in any supplement issue thereof for

Two consecutive issues, the first publication having been made on March 15, 1990 and the last publication having been made on March 22, 1990.

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

Terry Weatherston
STATE OF IDAHO)
COUNTY OF MADISON)

On this 23rd day of March in the year of 1990, before me, a Notary Public, personally appeared Terry Weatherston, known or identified to me to be the person whose name subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he executed the same.

Lynne C. Hall
Notary Public for Idaho

Residing at Rexburg, Idaho
My commission expires: June 8, 1993.

RECEIVED

APR - 1 1990

Department of Water Resources
Eastern District Office

NOTICE OF PROPOSED CHANGE
TO A WATER RIGHT
NO. 22-02252

Notice is hereby given that Kevin or Shawn Webster has applied to the Department of Water Resources to change the place of use of the waters of a groundwater source. The right sought to be changed is evidenced by License No. 22-02252 and is recorded as follows:

AMOUNT: 7.27 CFS PRIORITY: June 28, 1965

POINT OF DIVERSION: NWNE SEC 8 T 5 N R 41E, B.M. MADISON COUNTY

The water is used from May 15 to October 30 to irrigate 895 acres within the W $\frac{1}{2}$ NE $\frac{1}{4}$ W $\frac{1}{2}$ NW $\frac{1}{4}$ N $\frac{1}{2}$ W $\frac{1}{4}$ W $\frac{1}{2}$ SE $\frac{1}{4}$ SEC 5; NENE SWNE W $\frac{1}{2}$ NW $\frac{1}{4}$ SENW NESE SEC 6; W $\frac{1}{2}$ NE $\frac{1}{4}$ SENE S $\frac{1}{2}$ NW $\frac{1}{4}$ SEC 8; NE $\frac{1}{4}$ NENW S $\frac{1}{2}$ NW $\frac{1}{4}$ SEC 9 T 5N R 41E, B.M.

TO BE CHANGED
AS FOLLOWS:

The water will be used within the W $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ W $\frac{1}{2}$ SE $\frac{1}{4}$ SEC 5; NWNE S $\frac{1}{2}$ NE $\frac{1}{4}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ W $\frac{1}{2}$ SE $\frac{1}{4}$ SEC 8; W $\frac{1}{2}$ NE $\frac{1}{4}$ NENW S $\frac{1}{2}$ NW $\frac{1}{4}$ SEC 9; NWNE N $\frac{1}{2}$ NW $\frac{1}{4}$ SEC 17 T 5N R 41E, B.M.

Any protests against the above proposed change must be filed with the Department of Water Resources, 150 Shoup Ave., Idaho Falls ID 83401, on or before April 2, 1990.

R. KEITH HIGGINSON
Director

Publ. Mar. 15 and 22, 1990SJ.

MICROFILMED

JUL 19 1990

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AUG 14 1968
Department of Reclamation

Permit No. G-32415

of (address)_____

No. G-32415, and requests that the permit and permit map be changed as follows:

26x
28x

5
39
234

mo. - day

For _____ purposes from _____ to _____ (both dates incl.)

For _____ purposes from _____ to _____ (both dates incl.)

For _____ purposes from _____ to _____ (both dates incl.)

3. Place of use or land to be irrigated:

[illegible]

920.01

$$\begin{array}{r} 240 \\ 2352 \\ \hline 263.52 \end{array}$$

17.0

179.63
11 416

18249 } 32415

[illegible]

32415

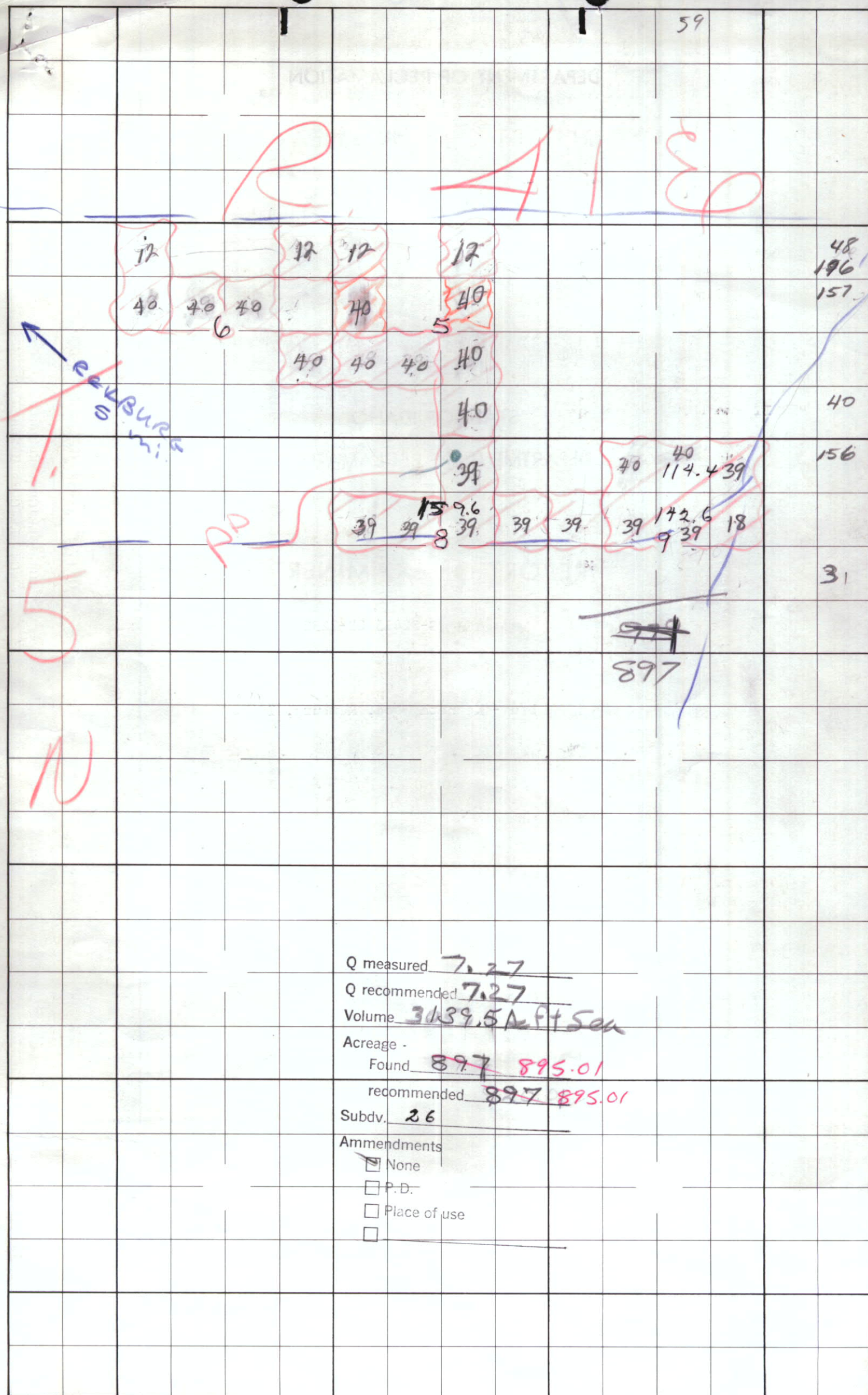
A128

G
142.6

H
114.4

A89
2-3

A
115.6



153.8

See 8

5.8

Sec 9

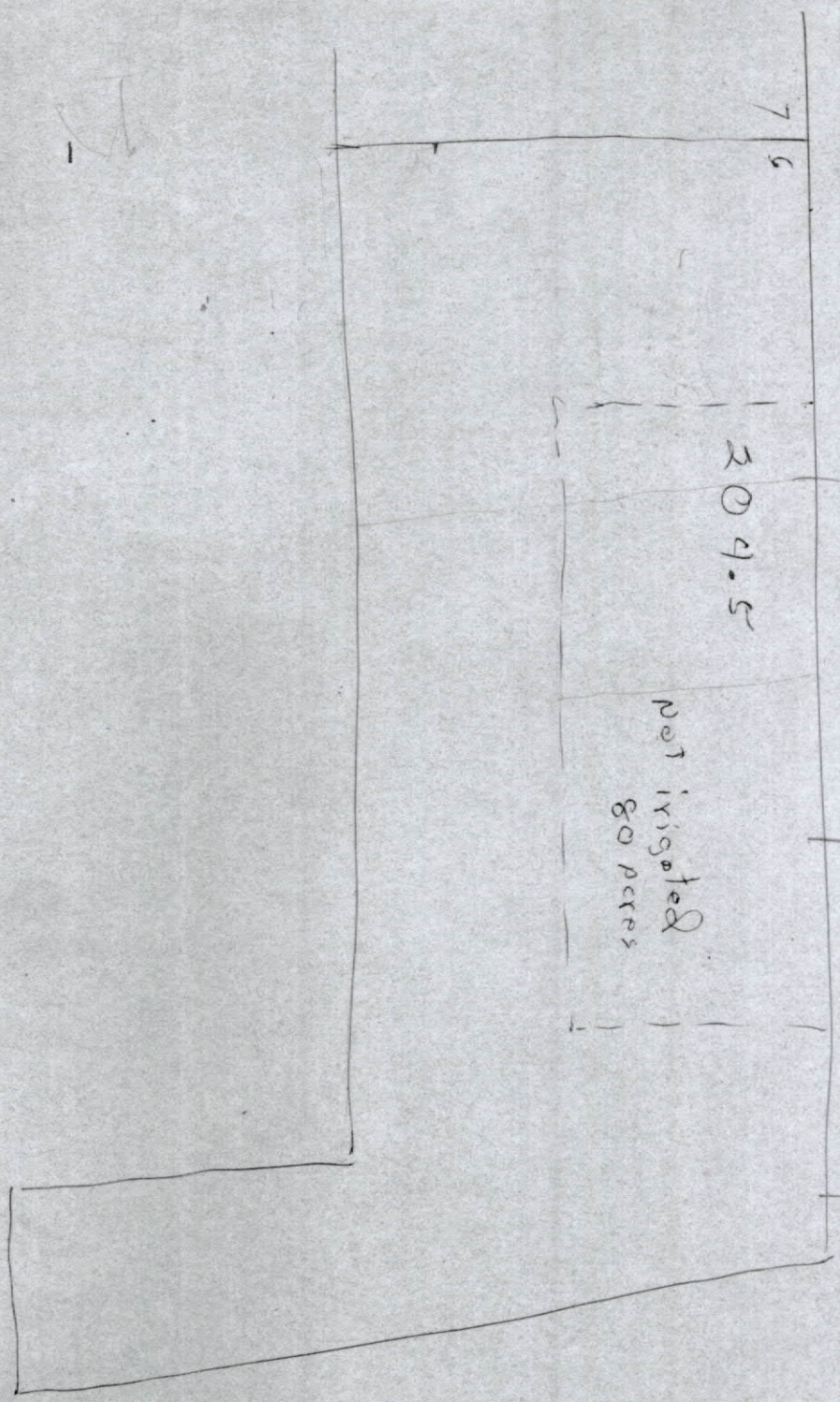
114.4

142.6

out
-20

22 2252

2



22 2252

675

45

615
718

615

355.8

Not
Irrigated
By well.

RECEIVED

SEP 24 1968

Department of Reclamation

**The REXBURG STANDARD and
The REXBURG JOURNAL
REXBURG, IDAHO**



Affidavit of Publication

STATE OF IDAHO }
County of Madison } ss.

I, Annette Porter,
being first duly sworn, depose and say,
that I am the printer of THE REXBURG

Journal, a newspaper printed and
published weekly at Rexburg, Madison
County, Idaho; and I do solemnly swear
that the

NOTICE OF CORRECTION

a copy of which notice appears attached
hereto, was published in the regular and
entire issue of said newspaper, and not in

any supplement issue thereof for two
consecutive issues, the first publication hav-

ing been made on Aug. 29, 1968
and the last publication having been made

on Sept. 5, 1968

Further, that said newspaper is one of
general circulation in said county; that it
is a legal newspaper, conforming to legal
specifications under the Idaho Statutes; that
it has at least two hundred bona fide sub-
scribers living within the county of publica-
tion; and that it has been continuously and
uninterruptedly published in said county dur-
a period of seventy-eight consecutive weeks
prior to the first publication of the said not-
ice.

Annette Porter



Subscribed to and sworn to before me

this 5th day of September, 1968

John C. Porter
Notary Public.

(SEAL)

My commission expires 5-24-72

**Notice Of Correction of
Legal Notice Published
Under The Provisions of
Sections 42-214, 42-217, Idaho
Code**

Notice is hereby given that the
legal notice printed in the Rex-
burg Standard on April 30, May
7, 14, and 21, 1968, showing
that Kenneth Wood was to make
proof of completion of works
and beneficial use of water June
7, 1968, on Permit No. G-32415
was in error. The place of use
was given as W $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ -
NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 5;
NE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ -
NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ -
SE $\frac{1}{4}$, Sec. 6; W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ -
NE $\frac{1}{4}$, NW $\frac{1}{4}$, Sec. 8; S $\frac{1}{2}$ NE $\frac{1}{4}$,
S $\frac{1}{2}$ NW $\frac{1}{4}$, Sec. 9; T. 5 N, R. 41
E, B.M., and SW $\frac{1}{4}$, Sec. 32, T.
6 N, R. 41 E, B.M.; whereas, the
actual place of use is W $\frac{1}{2}$ NE $\frac{1}{4}$,
W $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$,
Sec. 5; NE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$,
W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ -
SE $\frac{1}{4}$, Sec. 6; W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ -
NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, Sec. 8; NE $\frac{1}{4}$,
NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, Sec. 9,
T. 5 N, R. 41 E, B.M.

That any protests against the
approval of the depositions made
June 7, 1968, must be filed at
the Department of Reclamation,
Boise, Idaho, within forty (40)
days from the date of this not-
ice, and such protest shall state
the name and address of the pro-
testant and shall clearly set forth
his objection to the approval of
said proof of completion of
works and beneficial use of wa-
ter.

Dated this 23rd day of August,
1968.

R. KEITH HIGGINSON
State Reclamation Eng.

Date of First Publication:

Aug. 29, 1968

Date of Last Publication:

Sept. 5, 1968

Last Date of Protest:

October 2, 1968.

32415

The REXBURG STANDARD and
The REXBURG JOURNAL
REXBURG, IDAHO

Affidavit of Publication

STATE OF IDAHO }
County of Madison } ss.

I, Annette Porter
being first duly sworn, depose and say,
that I am the printer of THE REXBURG

Standard, a newspaper printed and
published weekly at Rexburg, Madison
County, Idaho; and I do solemnly swear
that the

Notice of Proof of Completion

a copy of which notice appears attached
hereto, was published in the regular and
entire issue of said newspaper, and not in

any supplement issue thereof for four
consecutive issues, the first publication hav-

ing been made on April 30, 1968
and the last publication having been made

on May 21, 1968

Further, that said newspaper is one of
general circulation in said county; that it
is a legal newspaper, conforming to legal
specifications under the Idaho Statutes; that
it has at least two hundred bona fide sub-
scribers living within the county of publica-
tion; and that it has been continuously and
uninterruptedly published in said county dur-
ing a period of seventy-eight consecutive weeks
prior to the first publication of the said not-
ice.

Annette Porter



Subscribed to and sworn to before me

this 21st day of May, 1968

John C. Porter
Notary Public.

(SEAL)

My commission expires 6-5-68

**NOTICE OF PROOF OF
COMPLETION OF WORKS
AND APPLICATION OF
WATER TO BENEFICIAL USE**

Notice is hereby given that on
June 7th, 1968 at Rexburg, Coun-
ty of Madison, State of Idaho,
before notary public W. B. Ken-
nedy, 5 W. 1 S., Rexburg, Idaho,
proof will be submitted of the
completion of works for the di-
version of 22.52 c.f.s. of the wa-
ters of a subterranean source,
and the application to beneficial
use of said water, in accordance
with the terms and conditions of
permit G-32415, heretofore is-
sued by the Department of Re-
clamation of the State of Idaho.

1. The name and address of
permit holder is Kenneth Wood,
Rexburg, Idaho.

2. Said works of diversion will
be fully completed on the date
for such completion, and the a-
mount of water which said works
are capable of conveying to the
place of use is 22.52 cubic feet

per second.

3. The use to which said water
has been applied is irrigation
purposes, and the amount ap-
plied to beneficial use is 22.52
c.f.s.

4. The point of diversion of
said water is SW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec.
5; NW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 8, T. 5 N,
R. 41 E, B.M., Madison County.

5. The place where said water
is used is W $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$,
SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 5; NE $\frac{1}{4}$ -
NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$,
SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 6;
W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$,
Sec. 8; S $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, Sec.
9, T. 5 N, R. 41 E, B.M. and
SW $\frac{1}{4}$, Sec. 32, T. 6 N, R. 41 E,
B.M.

6. The date of priority which
said user is prepared to estab-
lish is June 28, 1965.

R. KEITH HIGGINSON
State Reclamation Engineer
(Publ. April 30, May 7, 14,
21, 1968)

RECEIVED
JUN 14 1968

Department of Reclamation

G 32415



532415

Page _____ of _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 3662APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

APPROVED

Name of applicant Kevin or Shawn Webster Phone 356-6979
Post Office address P.O. Box 321 Rexburg, ID 83440

A. PURPOSE OF TRANSFER

1. ☐ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe the reason for the proposed changes We want to irrigate more productive ground that lies south of the original place of use.

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

1. Right Number 22-02252 Priority 6-28-1965 Amount (cfs/ac-ft) 7.27 Nature of Use Irrigation Period of Use 5-15 to 10-30
2. Total amount of water being transferred 7.27 cubic feet per second and/or _____ acre-feet per annum.
3. Source of water Groundwater tributary to _____
4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		NW	NE	8	5N	41E	Madison	

5. 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	
5N	41E	5		8	40		(6)	8	40	40	20	24				24	33		243
		8		33	39	15			39	39	31	37	31	28		37	31		360
		9		37	37		37		39	37									187
		17		37			31	37											105

Total acres 895

PART 1

6. General Information:

- a. Description of diversion system well + pump to sprinklers + pivots
- 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:
New permit will be filed on this ground.
- d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. 22-2252

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

1. Approval of this transfer in no way grants any right-of-way or easement for use of a delivery system owned by person(s) other than the right owner. 2. The use of water on the lands to which the above referenced water right was appurtenant is hereby abandoned and failure to put the water to beneficial use within five (5) years of the date of the approval of this transfer on the new land identified under item B.5 shall constitute loss or forfeiture of the water right.

Witness my hand this 25th day of June, 1990

A. Glen Saylor

MICROFILMED

JUL 19 1990

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. 22-02252 issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach 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 Contract

3. Source of water Groundwater tributary to _____

4. Date or priority June 28, 1965

5. Water is used for the following purpose:

amount 7.27 cfs for Irrigation purposes from 5-15 to 10-30
(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 7.27 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
		NW	NE	8	SN	41E	Madison	

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
5N	41E	5		11.8	40			11.6	40		40	40				40	40		263.5
		6	11.6		40			11.4	39.5	40					40				182.5
		8		39	39	39			39	39	MICROFILMED								195
		9	39	40	39	18	40		39	39									254
											JUL 19 1990								

Total acres 895

9. Describe any other water rights used for the same purpose as described above None

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

NO

If yes, describe _____

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

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

2. Point(s) of Diversion:

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

3. Lands irrigated or place of use:

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

Total acres _____

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

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

2. Point(s) of Diversion:

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

3. Lands irrigated or place of use:

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

Total acres _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT



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

1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
				_____ to _____
				_____ to _____

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

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

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.

Kevin B. White
(Signature of Applicant)

Subscribed and sworn to before me this 3rd day of March, 19 90.

Betty J. Thompson
(Notary Public)

My commission expires 1994

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments

Received by HWT Date 3-02-90

Protest filed by _____

Prelim. check by _____ Fee \$50.00

Receipted by HWT EOI 2203 Date 3-2-90

Published in Rexburg Standard-Journal

Copies of protest forwarded by _____

Pub. dates 3-15-90 3-22-90

Hearing held by _____ Date _____

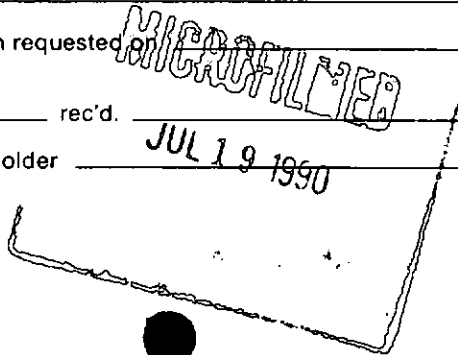
Watermaster recommendation requested on _____

Recommended for ☒ approval ☐ denial

_____ rec'd.

by RDC Bay

Copy of transfer sent to lien holder _____



THE STANDARD-JOURNAL
Rexburg, Idaho
AFFIDAVIT OF PUBLICATION

RECEIVED

APR - 2 1990

Department of Water Resources
Eastern District Office

STATE OF IDAHO
County of Madison

I, Terry Weatherston being first duly sworn, depose and say, that I am the printer of THE STANDARD-JOURNAL, semi-weekly newspaper printed and published semi-weekly at Rexburg, Madison County, Idaho; and I do solemnly swear that the

Water Rights #22-02252 a copy of which notice appears attached hereto, was published in the regular and entire issue of said newspaper, and not in any supplement issue thereof for

Two consecutive issues, the first publication having been made on March 15, 1990 and the last publication having been made on March 22, 1990

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

Terry Weatherston
STATE OF IDAHO)
COUNTY OF MADISON)

On this 23rd day of March in the year of 1990, before me, a Notary Public, personally appeared Terry Weatherston, known or identified to me to be the person whose name subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he executed the same.

Gayle L. Rode
Notary Public for Idaho

Residing at Rexburg, Idaho
My commission expires: June 8, 1993.

NOTICE OF PROPOSED CHANGE
TO A WATER RIGHT
NO. 22-02252

Notice is hereby given that Kevin or Shawn Webster has applied to the Department of Water Resources to change the place of use of the waters of a groundwater source. The right sought to be changed is evidenced by License No. 22-02252 and is recorded as follows:

AMOUNT: 7.27 CFS PRIORITY: June 28, 1965

POINT OF DIVERSION: NWNE SEC 8 T 5 N R 41E, B.M. MADISON COUNTY

The water is used from May 15 to October 30 to irrigate 895 acres within the W $\frac{1}{2}$ NE $\frac{1}{4}$ W $\frac{1}{2}$ NW $\frac{1}{4}$ N $\frac{1}{2}$ W $\frac{1}{4}$ W $\frac{1}{2}$ SE $\frac{1}{4}$ SEC 5; NENE SWNE W $\frac{1}{2}$ NW $\frac{1}{4}$ SENW NESE SEC 6; W $\frac{1}{2}$ NE $\frac{1}{4}$ SENE S $\frac{1}{2}$ NW $\frac{1}{4}$ SEC 8; NE $\frac{1}{4}$ NENW S $\frac{1}{2}$ NW $\frac{1}{4}$ SEC 9 T 5N R 41E, B.M.

TO BE CHANGED
AS FOLLOWS:

The water will be used within the W $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ W $\frac{1}{2}$ SE $\frac{1}{4}$ SEC 5; NWNE S $\frac{1}{2}$ NE $\frac{1}{4}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ W $\frac{1}{2}$ SE $\frac{1}{4}$ SEC 8; W $\frac{1}{2}$ NE $\frac{1}{4}$ NENW S $\frac{1}{2}$ NW $\frac{1}{4}$ SEC 9; NWNE N $\frac{1}{2}$ NW $\frac{1}{4}$ SEC 17 T 5N R 41E, B.M.

Any protests against the above proposed change must be filed with the Department of Water Resources, 150 Shoup Ave., Idaho Falls ID 83401, on or before April 2, 1990.

R. KEITH HIGGINSON
Director

Publ. Mar. 15 and 22, 1990SJ.

MICROFILMED

JUL 19 1990

DISCLAIMER

The undersigned, DALE S. JEPPESEN, hereby states:

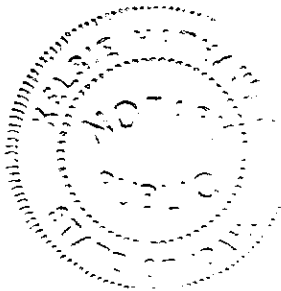
1. That he is the owner and an operator of farming property located in Madison County, more particularly described as the NE1/4SE1/4, Section 6, Township 5 North, Range 41, E.B.M.;
2. That the property is irrigated with water from Permit number 22-07664; and
3. That he makes no claim on water that was originally appurtuant to the property from a permit in the name of Roger Wood or Split 8 Farms, Inc.

DATED this 8th day of May, 1990.


Dale S. Jeppesen

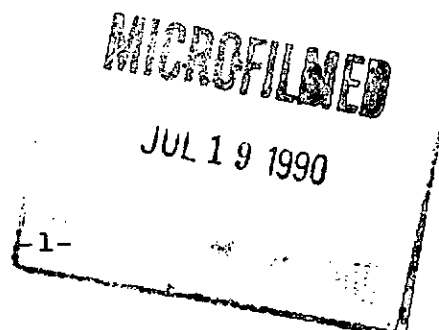
STATE OF IDAHO)
 :SS
COUNTY OF MADISON)

On this 8th day of May, in the year of 1990, before me, a Notary Public in and for said State, personally appeared DALE S. JEPPESEN, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.




Notary Public
Residing In: St. Anthony
My Commission Expires: 1-17-96

DISCLAIMER
0796e



05/09/90

13:28

208 358 9336

MADISON COUNTY

001

Madison County Assessor
Madison County Courthouse
Rexburg, ID 83440

THIS IS NOT A BILL

Presorted
FIRST CLASS MAIL
U.S. POSTAGE PAID
Permit No. 50
Rexburg, ID 83440

CATEGORY DESCRIPTION	LOTS/ACRES	MARKET VALUE
1 IRRGTD AC	34.800 AC	17,081
5 DRY GRAZING	5.000 AC	125
19 WASTE	.200 AC	

TAXPAYERS 1989 VALUATION ASSESSMENT NOTICE

Taxpayers based on the valuation
listed on this statement

IF THERE ARE ANY QUESTIONS
REGARDING THIS STATEMENT
NOTIFY THE ASSESSOR'S OFFICE BEFORE

JUNE 30, 1989

See the reverse side for further statements

KEEP THIS COPY FOR YOUR RECORDS

TOTALS

40.0

17,206

Mail To:
SPLIT 8 FARMS INC
2 JEPPESEN DALE S
1347 N 1000 E
REXBURG ID 83440

NE4 SE4
06-05-41

PROPERTY ADDRESS

PARCEL NO. RP 05N41E060415 A TAX CODE

Post-It brand tax transmittal memo 7671

1 of pages 1

To	Harold Jones	From	R. J. Hoopes
Co.	Water Resources	Co.	Hoopes & Thomson
Dept.		Phone	356-9000
Fax #	525-7177	Fax #	356-9336

-00

NOTICE OF CONTRACT OF SALE

NOTICE IS HEREBY GIVEN that the undersigned Seller, SPLIT 8 FARMS, INC., has sold to SHAWN C. and LISA ANN WEBSTER by contract presently being held in Escrow the following described property:

TOWNSHIP 5 NORTH, Range 41 East, Boise Meridian, Madison County, Idaho.

Section Five: SW1/4 SE1/4

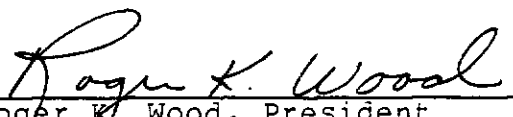
Section Eight: S1/2 N1/2; NW1/4 NE1/4

Section Nine: S1/2 N1/2; N1/2 NE1/4; NE1/4 NW1/4; N1/2 NE1/4 SE1/4; excepting therefrom a parcel described as follows: Commencing at the Southeast corner of said tract and running thence North 300 feet; thence West 200 feet; thence South 300 feet; thence East 200 feet to the point of beginning.

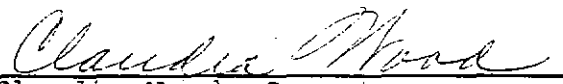
Section Ten: NW1/4 NW1/4 excepting therefrom all land in Section 9 and 10 which is located East of that certain county road on the West side of Moody Canyon.

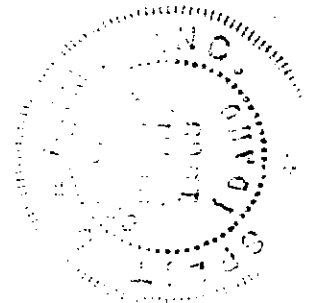
Dated this 1st day of April, 1987.

SPLIT 8 FARMS, INC.,


Roger K. Wood, President

Attested by:


Claudia Wood, Secretary



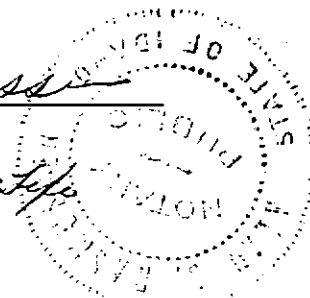
NOTARY PUBLIC

JUL 19 1990

STATE OF IDAHO)
COUNTY OF MADISON) :SS

On this 3rd day of April, in the year of 1987, before me, a Notary Public in and for said State, personally appeared ROGER K. WOOD and CLAUDIA WOOD, known to me to be the President and Secretary (respectfully) of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Alon D. Rasmussen
Notary Public
Residing In: *Rehburg*
My Commission Expires: *Sept*



INDEXED

MICROFILMED

MICROFILMED

JUL 19 1990

State of Idaho }
County of Madison, } SS **220425**

I hereby certify that the within instrument was

Filed April 7

19 87 at 11:32 A.M. and

recorded on film 220425

Fee 4.00

by MARIE S. MOORE, Recorder

David Lee, Deputy

At the request of _____

AMERICAN LAND INC.

NOTICE OF CONTRACT
OF SALE
1455d

CONTRACT OF SALE

THIS CONTRACT made and entered into this 1st day of April, 1987, by and between SPLIT 8 FARMS, INC., an Idaho Corporation with its principal place of business at 7718 East 3636 South, Post Office Box 92, Rexburg, Madison County, Idaho, party of the first part, hereinafter referred to as "Seller" and SHAWN C. and LISA ANN WEBSTER, husband and wife, of 529 East 450 South, Rexburg, Madison County, Idaho, parties of the second part, hereinafter referred to as "Purchaser".

The terms "Seller" and "Purchaser" are used herein without regard to number of gender. If Seller and/or Purchaser consist of two or more persons, including but not limited to individuals, corporation, partnerships, associations, or other entities, such person shall be jointly and severally liable hereunder. Whenever any other neuter or singular term is used herein, such terms shall be construed to include masculine or feminine gender or the plural, and shall include any party, whether male, female, or corporation, partnership, or other entity which may be appropriate.

RECITALS

1. Seller is the owner of real property situated in Madison County, State of Idaho, more particularly described on the Real Property Exhibit, attached hereto, identified as Exhibit A, and made apart hereof by this reference.

2. Seller is the owner of the personal property situated on the real property described in Exhibit A, said personal property being more particularly described on Exhibit B, attached hereto and made a part of this contract by this reference as if fully set forth herein.

3. The real property described on Exhibit A, and the personal property described on Exhibit B is the subject of this contract and when hereinafter referred to collectively shall be referred to as "the property" and when referred to individually shall be referred to as the "real property" or as the "personal property".

In consideration of the mutual and reciprocal promises and in furtherance of their objective, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller the property and all rights and appurtenances incident thereto, subject only to the matters hereinafter set forth.

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JUL 19 1990

CONTRACT OF SALE
1393d

The parties further agree:

SECTION ONE
PURCHASE PRICE AND TERMS OF PAYMENT

The entire purchase price for the property is six hundred seventy-four thousand two hundred two dollars and eighty-two cents (\$674,202.82). The purchase price shall be paid by Purchaser to Seller as follows:

1. Prior to execution of this agreement, Purchaser has paid to RASMUSSEN REAL ESTATE, INC., the real estate broker involved herein, whose principal business address is Post Office Box 608, Rexburg, Madison County, Idaho, the sum of five thousand dollars (\$5,000). Upon execution of this agreement, said amount (\$5,000) shall be paid by said real estate agent to Seller, and receipt of said amount is hereby acknowledged by Seller.

2. Upon execution of this agreement, and at the time of closing, Purchaser shall pay to Seller the sum of seventy thousand dollars (\$70,000) receipt of said amount is hereby acknowledged by Seller. At the time of executing this agreement, the Purchasers have executed and delivered to Seller through closing agent, a Promissory Note in the amount of fifty thousand dollars (\$50,000). Said Promissory Note shall bear interest at the rate of 9 percent (9%) per annum commencing April 1, 1987, and shall be due in full on or before December 1, 1987. Said Promissory Note is a part of the down payment on this contract. The parties understand and agree that said Promissory Note is not dependant upon this contract for its validity. If said note is not satisfied in a timely manner, Seller may sue on said Promissory Note without regard to or compliance with the default provisions as hereinafter set forth in this agreement.

3. The remaining unpaid balance in the amount of five hundred forty-nine thousand two hundred two dollars and eighty-two cents (\$549,202.82) shall bear interest at the rate of 9 percent (9%) per annum and shall be paid in twenty-five (25) equal, annual installments. Each installment shall be in the amount of fifty-five thousand nine hundred twelve dollars and twenty-eight cents (\$55,912.28), said payment includes principle and interest. The first such payment shall be due on July 1, 1988, and subsequent payments on each July 1 thereafter for a total of twenty-five equal payments.

SECTION TWO
PREPAYMENT PRIVILEGES

From the date of this agreement until December 31, 1987, Purchaser SHALL NOT have the right to pay any amount upon the purchase price other than those amounts specifically called for in Section One herein. Subsequent to December 31, 1987, Purchaser shall have the right to prepay any amount and shall

CONTRACT OF SALE
1393d

JUL 19 1990

have the option of designating any prepayment to be applied either to the next succeeding annual payment coming due, or to the last payment of principle.

SECTION THREE
EXISTING ENCUMBRANCES

It is understood and agreed between the parties that the described premises are subject to the following encumbrances:

A. A Mortgage with the Federal Land Bank of Spokane; A Mortgage from Split 8 Farms, Inc., given to Federal Land Bank of Spokane to secure the payment of \$250,000 together with interest and any other obligations secured thereby dated June 29, 1979, recorded July 9, 1979 as Instrument Number 179495 in the records of the County Recorder of Madison County.

To secure the same debt there appears a financing statement showing Split 8 Farms, Inc., as debtor and the Federal Land Bank of Spokane as the secured party recorded July 9, 1979, as Instrument Number 179494 giving to the Federal Land Bank of Spokane a security interest in pumps, motors, and mainline. A continuation was filed on said financing statement of the 21st day of March, 1984, and recorded as Instrument Number 203010.

Federal Land Bank of Spokane also appears as a secured party in Instrument Number 182766 recorded February 13, 1980, granting to the said Federal Land Bank a security interest in pumps, motors, and mainline. This document was continued on October 3, 1984, as Instrument Number 205963.

B. Security Interest of Idaho First National Bank; A financing statement identifying Split 8 Farms, Inc., as debtor and the Idaho First National Bank as secured party recorded November 1, 1985, and identified on the records of the County Recorder of Madison County as Instrument Number 211727 granting to the secured party a security interest in a pivot irrigation system.

C. Commodity Credit Corporations Security Interest; A financing statement identifying Split 8 Farms, Inc., as debtor and the Commodity Credit Corporation as secured party recorded March 30, 1981, and identified in the Recorder's office of Madison County as Instrument Number 188216 granting to the said secured party a security interest in a Varco-Pruden metal building. Said security interest was continued by an instrument recorded February 11, 1986, and identified as Instrument Number 213139 in the Recorder's office of Madison County.

Seller agrees to pay all the remaining payments of principle and interest due under said encumbrances promptly when the same are required to be paid, and in the event Purchaser shall prepay all or any portion of the balance owing to Seller hereunder, Seller agrees to proportionately prepay the balance owing upon each of said encumbrances (ie, if Purchaser prepays 10 percent of the then remaining principal balance due Seller

CONTRACT OF SALE
1393d

MICROFILMED

JUL 19 1990
-3-

hereunder, Seller shall pay 10 percent of the then remaining principle balance due upon each said encumbrance) and in any event Seller shall pay and discharge the same not later than the date of Purchaser's final payment to Seller hereunder (whether such by regular scheduled installments or by prepayments). Upon full payment of said encumbrances Seller agrees to cause the same to be released of record and should Seller fail to do so, Seller hereby nominates and appoints Purchaser as Seller's attorney in fact, with full power and authority to demand and receive of any mortgagee or Escrow holder and place of record any and all documents necessary to clear said encumbrances of record, to the same extent as Seller could have personally done.

Prior to July 1 of each year, when the payments are due, during the term of this agreement Seller shall provide proof to Purchaser that all payments due for the previous year on any and all of the above encumbrances have been paid in full.

SECTION FOUR MARKETABLE TITLE AND TITLE INSURANCE

The property herein agreed to be sold shall be conveyed by a good and sufficient WARRANTY DEED free and clear of any lien or encumbrance, excepting any lien or encumbrance to which this agreement is expressly made subject, and excepting any lien or encumbrance that may have attached by any reason or act, deed, or omission of the Purchaser. Within thirty (30) days of execution of this agreement, the Seller shall furnish to purchaser a standard form Purchaser's Title Insurance Policy in the amount of six hundred seventy-four thousand two hundred two dollars and eighty-two cents (\$674,202.82) insuring title to said property in purchaser free and clear of any lien or encumbrance, EXCEPTING any lien or encumbrance to which this agreement is expressly made subject, and EXCEPTING any lien or encumbrance than may have attached by reason of any act, deed, or omission of the Purchaser, and SUBJECT TO the usual exceptions contained in said Policy of Title Insurance. Said Policy of Title Insurance shall be deposited with other documents incident to this sale in Escrow as hereinafter provided.

SECTION FIVE QUITCLAIM DEED

Purchaser shall execute in recordable form and deliver to the closing agent or deposit with the Escrow holder hereinunder a QUITCLAIM DEED reconveying the property described in this contract and all right, title, and interest of Purchaser now owned or hereinafter acquired by Purchaser therein, to Seller, and it is agreed that in the event of default by Purchaser, not cured within the time provided after Notice of Default, if such Notice is required, the Escrow holder is authorized and instructed to deliver said QUITCLAIM DEED to Seller to be

MICROFILMED

CONTRACT OF SALE
1393d

JUL 19 1990
-4-

recorded, in order than any interest purchaser may have had in said property may be conveyed of record to Seller. Subject to the provisions of Section Fourteen the recording of such QUITCLAIM DEED from Purchaser to Seller shall be conclusive proof, as against Purchaser, and Purchaser's heirs, personal representatives, administrators, successors, and assigns, that purchaser has defaulted in the performance of this contract and has abandoned all interest in said property and that all procedures set forth herein concerning the Notice of Default and termination of Purchaser's right to continue in possession of the property, have been fully and completely complied with by Seller. If Purchaser shall not default in performance of this contract said QUITCLAIM DEED shall be delivered to purchaser upon complete performance of this contract along with other documents held in Escrow to which Purchaser shall then be entitled, and Purchaser shall destroy said QUITCLAIM DEED.

SECTION SIX WATER RIGHTS AND IRRIGATION EQUIPMENT

A. Water Right; The water right identified as License Number 32415/22-2252 with the Idaho Department of Water Administration is appurtenant to the property described on Exhibit A. The portion of the water right appurtenant to the property identified in Exhibit A is part of the consideration of this contract and passes with the property from Seller to Purchaser.

B. Irrigation Equipment; The pumps, motors, and mainline, identified on Exhibit B are used to irrigate the property identified in Exhibit A as well as the property identified Exhibit A on a companion contract wherein Seller is selling real property to KEVIN B. and JANET WEBSTER. By this contract, Seller is transferring to Purchaser a one-half interest in said pumps, motors, and mainline.

C. Start-up Guarantee; Seller hereby warrants and guarantees to Purchaser that the pumps and motors identified on Exhibit B are in good operating condition and will warrant that condition up to and including the time that the same are first started for the 1987 irrigation season.

SECTION SEVEN INSURANCE

The parties hereto understand that in conjunction with this contract Seller is entering into a similar contract with purchaser's brother and his wife, namely, KEVIN B. WEBSTER and JANET WEBSTER, for the transfer of adjoining property. Some or all of the personal property identified on Exhibit B may be used jointly between purchaser and his brother. Either purchaser acting alone, or purchaser in conjunction with his brother, shall

MICROFILMED

CONTRACT OF SALE
1393d

JUL 19 1990

maintain a Liability and Hazard insurance policy covering the personal property set forth on Exhibit B with a clause payable to Seller. The potatoe cellar listed on Exhibit B shall be insured for an amount not less than seventy-five thousand dollars (\$75,000) and Purchaser, or purchaser and his brother, agree to maintain said policy of insurance on the potatoe cellar for the first two years of the term of this contract. The irrigation systems identified on Exhibit B shall be insured by Purchaser in the amount of one hundred and fifty thousand dollars (\$150,000) and Purchaser shall maintain said insurance policy until the systems are fully paid for. The parties understand that those systems are encumbered with a security interest given to Idaho First National Bank. However, the purchaser may discontinue insurance coverage if the security interest is paid in full.

In the event a loss occurs and Purchaser receives payment in accordance with the terms of the insurance policies identified in the preceeding paragraph, Purchaser shall have the option of either replacing or repairing the damage or using the entire proceeds to prepay to Seller payments due under this contract. In no event shall the proceeds from the insurance policies referred to in the preceeding paragraph be used otherwise. Should Purchaser elect to repair or replace the damaged property in the event of a loss, said repair or replacement must begin immediately upon the occurrence of the loss.

SECTION EIGHT WARRANTIES

PURCHASER HAS EXAMINED THE ABOVE DESCRIBED PROPERTY AND THE IMPROVEMENTS LOCATED THEREON, AND ACCEPTS THE SAME IN THE CONDITION AND STATE OF REPAIR THAT THE SAME ARE NOW IN. THE REAL PROPERTY AND THE PERSONAL PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT IS BEING TRANSFERRED FROM SELLER TO PURCHASER "AS IS". PURCHASER ACKNOWLEDGES AND AGREES THAT HE HAS BEEN INFORMED AND UNDERSTANDS THAT SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO PURCHASER, EXCEPT AS TO TITLE AS CONTAINED IN THE TITLE CLAUSE OF THIS CONTRACT.

SECTION NINE NON ASSIGNABILITY

The parties herein agree that this contract shall not be assignable by Purchaser, nor shall Purchaser have any right or power to sell, mortgage, or in any way encumber the described property during the term of this agreement unless Purchaser shall first obtain the written consent of Seller to said assignment on the sale, mortgage, or encumbrance; provided, however, that Seller shall not unreasonable withhold consent to the assignment and transfer of purchaser's rights under this agreement to any financially responsible party.

In the event that Seller consents in writing to allow

JUL 19 1990
CONTRACT OF SALE
1393d

Purchaser to encumber said property as described and purchaser shall fail to make any payments or to do any act that is provided, then Seller, but without obligation to do so, and without Notice to or demand upon Purchaser, and without releasing Purchaser from any obligation hereof, may make or do the same in such manner and to such extent that Seller may deem necessary to protect its security under the terms of this agreement, the Seller being authorized to enter upon said property for such purposes, to appear and Defend any action or proceeding purporting to effect the security of this agreement, or the rights and power of Seller hereunder, and to pay, purchase, contest or compromise any encumbrance, charge or lien which appears prior to or subsequent hereto. Any such payment made by Seller shall immediately become amounts due and payable from Purchaser to Seller and shall carry interest at the rate of 15 percent (15%) per annum, and the failure to immediately pay Seller the full amount and some so expended, together with accrued interest, shall constitute a default under the terms of this agreement.

SECTION TEN POSSESSION

Purchaser shall be let into full possession of the property upon the date of execution of this agreement.

SECTION ELEVEN LIENS AND ENCUMBRANCES

Purchaser shall not allow or suffer any liens or encumbrances to attach or be filed against any part of the property described in this contract; PROVIDED, HOWEVER, that should any lien or encumbrance attach or be filed which Purchaser, in good faith, deems invalid either in whole or in part, Purchaser shall have the right to delinquentlly litigate and obtain judicial determination regarding the validity or extent of such lien or encumbrance, including appellant determination, and should such proceeding be resolved against Purchaser, then Purchaser shall immediately satisfy and discharge the same. In this regard, Purchaser shall prosecute or defend such litigation at Purchaser's own cost and expense or behalf of and for the benefit of all parties to this agreement. Seller shall not be barred from taking such legal action as Seller shall deem necessary or useful to protect Seller's interest in said property.

SECTION TWELVE TAXES

Seller shall pay all taxes, levies, and assessments of any kind whatsoever levied against the property on or prior to the date of closing. Purchaser shall pay all taxes, levies, and assessments of any kind whatsoever levied after the date of

CONTRACT OF SALE
1393d

MICROFILMED

JUL 19 1990

closing.

SECTION THIRTEEN
WARRANTY DEED

A good and sufficient WARRANTY DEED conveying title of the property to Purchaser with the usual covenants of warranty a QUITCLAIM DEED conveying title of property from Purchaser to Seller, this "Contract" and the "Title Insurance Policy" as described in Section Four above together with appropriate Escrow instructions shall be placed in Escrow with Valley Bank, Rexburg Office, Rexburg, Madison County, Idaho. Each shall be retained in Escrow until Purchaser shall have fully made all payments herein required and otherwise fully complied with the provisions of this contract, at which time all papers shall be delivered to purchaser by the Escrow agent, or in the event of default, all said documents shall be delivered to Seller in accordance with the default provisions hereinafter set forth. The initial Escrow fee in all subsequent Escrow costs shall be paid by the Purchaser and Seller, each paying one-half (50 percent) thereof.

SECTION FOURTEEN
DEFAULT OF PURCHASER

In the event that Purchaser shall default in the performance of any of the terms of this agreement, after thirty (30) days following such default, the Seller may cause notice in writing to be given to Purchaser specifying the manner in which said default occurred. Notice shall be served upon the purchaser by Certified or Registered Mail, addressed to Purchaser, postage pre-paid thereon, and such Notice shall be deemed served upon the date of mailing; then, after allowing Purchaser thirty (30) days to remedy such default, the Seller may elect to:

1. Declare the entire unpaid balance of this contract including principle, interest, taxes and other assessments, attorney's fees and other sums due and owing Seller, to be immediately due and owing; and
2. Bring suit to establish the balance owing hereunder as a debt by Purchaser to Seller and to foreclose this contract as a real estate mortgage securing said debt in accordance with the laws of real estate mortgage; no Notice to purchaser or election to pursue this remedy is required prior to suit; and
3. To pursue any other remedy in law or in equity in enforce the performance of this contract, and to recover damages for breach thereof; and
4. To reclaim from the Escrow agent all papers placed therein, including the WARRANTY DEED from Seller to Purchaser and the QUITCLAIM DEED from Purchaser to Seller; and

CONTRACT OF SALE
1393d

MICROFILMED

-8- JUL 19 1990

5. Seller may take immediate possession of said property and resume full title, ownership, and control, and purchaser will forfeit all right, title, and interest in said property. If Seller becomes entitled to possession of the property, as above described, and Purchaser refuses to voluntarily and immediately give up possession, purchaser agrees to pay Seller a reasonable fair rental value for said property during the tenure of Purchaser's continued possession.

6. It is agreed that Purchaser shall have the right within six (6) months after the expiration of the thirty (30) day period from receipt of Notice of Default for curing default to pay the then unpaid balance of principle, and all accrued interest, and thereby redeem its interest in the property. In such event, Seller shall take all steps reasonably necessary to restore Purchaser to possession, to vest title in Purchaser in the position it would have been had no default occurred.

SECTION FIFTEEN
WHEAT & BARLEY BASE

As part of the consideration of this agreement, Seller does hereby transfer to Purchaser a proportionate share of the wheat base and a proportionate share of the barley base as it appears with the records of the Agricultural Stabilization and Conservation Services in its office at Rexburg, Madison County, Idaho.

SECTION SIXTEEN
ATTORNEY'S FEES

In the event either party incurs attorney's fees to enforce the provisions of this contract, with or without suit, the defaulting party agrees to pay the attorney's fees of the prevailing party.

SECTION SEVENTEEN
REPRESENTATION BY ATTORNEYS

The parties hereto acknowledge and understand that this contract has been prepared by the law firm of HOOPES, THOMSON & PACKER Attorneys at Law, 130 East Main, Rexburg, Madison County, Idaho, at the specific instance and request of RASMUSSEN REAL ESTATE, INC. RASMUSSEN REAL ESTATE, INC., being an agent of Seller, the attorney's firm preparing this document is a representative of Seller. The attorney's firm preparing this document cannot represent both Purchaser and Seller in this matter, and therefore can accept compensation only from Seller.

MICROFILMED

JUL 19 1990

CONTRACT OF SALE
1393d

In the event future conflicts shall arise between the parties hereto involving litigation by reason of this sale, the firm HOOPES, THOMSON & PACKER can represent the interests of Seller only. Purchaser understands that it has the privilege of consulting independent counsel at any phase of the transaction.

SECTION EIGHTEEN
BINDING EFFECT

This agreement is not only binding upon the parties hereto, but on their respective successors, heirs, administrators, and assigns.

SECTION NINETEEN
COVERAGE

This contract constitutes the entire agreement between the parties hereto. No agreements of any kind whatsoever, oral or written, not found in this contract have been made by the parties hereto concerning the property herein transferred. Any further agreements between the parties hereto affecting the property herein transferred must be in writing and subscribed by the parties hereto.

IT WITNESS WHEREOF the parties have executed this agreement on this 3rd day of April, 1987.

SPLIT 8 FARMS, INC.,

Roger K. Wood
Roger K. Wood, President

Attested by:

Claudia Wood
Claudia Wood, Secretary

STATE OF IDAHO)
 :SS
COUNTY OF MADISON)

On this 3rd day of April, in the year of 1987, before me, a Notary Public in and for said State, personally appeared ROGER K. WOOD and CLAUDIA WOOD, known to me to be the President and

NOTARIAL

CONTRACT OF SALE
1393d

JUL 19 1990

Secretary (respectfully) of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Alon D. Rasmussen
Notary Public
Residing In: Bohemia
My Commission Expires: Life

Dated this 2ND day of April, 1987.

Shawn C. Webster
Shawn C. Webster

Lisa Ann Webster
Lisa Ann Webster

STATE OF IDAHO)
 :SS
COUNTY OF MADISON)

On this 2ND day of April, in the year of 1987, before me, a Notary Public in and for said State, personally appeared SHAWN C. WEBSTER and LISA ANN WEBSTER, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Alon D. Rasmussen
Notary Public
Residing In: Bohemia
My Commission Expires: Life

CONTRACT OF SALE
1393d

JUL 19 1990

EXHIBIT A

TOWNSHIP 5 NORTH, Range 41 East, Boise Meridian, Madison County, Idaho.

Section Five: SW1/4 SE1/4

Section Eight: S1/2 N1/2; NW1/4 NE1/4

Section Nine: S1/2 N1/2; N1/2 NE1/4; NE1/4 NW1/4; N1/2 NE1/4 SE1/4; excepting therefrom a parcel described as follows: Commencing at the Southeast corner of said tract and running thence North 300 feet; thence West 200 feet; thence South 300 feet; thence East 200 feet to the point of beginning.

Section Ten: NW1/4 NW1/4 excepting therefrom all land in Section 9 and 10 which is located East of that certain county road on the West side of Moody Canyon.

RESERVING AND EXCEPTING THEREFROM: a one-half interest granted to KEVIN B. and JANET WEBSTER in an irrigation well located in the NW1/4 NE1/4 of Section 8 Township 5 North Range 41 East Boise Meridian, Madison County, Idaho and a one-half interest in the water right identified as license number 32415/22-2252 with the records of the Department of Water Administration of the State of Idaho.

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JUL 19 1990

EXHIBIT A
1394d

EXHIBIT B

1. One-half interest in a 600 HP G. E. electric motor, serial no. LmJ110 3019
2. One-half interest in a Layne Bowler turbine pump, serial no. D16935
3. One-half interest in a Booster 125 HP G. E. electric motor, serial no. HFJ812104
4. One-half interest in a Layne Bowler turbine pump, serial no. D28592
5. One-half interest in a 23,600 feet of buried mainline varying in size from 6 inch diameter through 14 inch diameter.
6. Two model 2265 Lockwood center pivot irrigation systems serial nos. as follows:

PIVOT NUMBER ONE: 854372AA 854372AB
PIVOT NUMBER TWO: 854373AA 854373AB
7. A 400 foot pole and metal potatoe cellar
8. A metal shop
9. Seven (7) metal graineries
10. A Quanset machinery storage

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JUL 19 1990

EXHIBIT B
1469d

NOTICE OF CONTRACT OF SALE

NOTICE IS HEREBY GIVEN that the undersigned Seller, SPLIT 8 FARMS, INC., has sold to KEVIN B. and JANET WEBSTER by contract presently being held in Escrow the following described property:

TOWNSHIP 5 NORTH, Range 40 East, Boise Meridian, Madison County, Idaho.

Section One: All that portion of Lot 1 and the NE1/4 SE1/4 which lies East of the Railroad right-of-way.

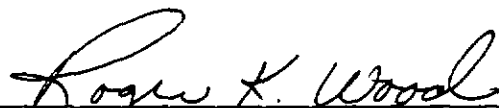
TOWNSHIP 5 NORTH, Range 41 East, Boise Meridian, Madison County, Idaho.

Section Five: Lots 2, 3, and 4 SE1/4 NW1/4; SW1/4 NE1/4; NW1/4 SE1/4; N1/2 SW1/4; SW1/4 NW1/4.

Section Six: SW1/4 NE1/4; SE1/4 NW1/4; Lot 1, 2, 3, 4, and 5; SE1/4 NE1/4.

Dated this 1st day of April, 1987.

SPLIT 8 FARMS, INC.,


Roger K. Wood, President

Attested by:


Claudia Wood, Secretary



STATE OF IDAHO)
 :SS
COUNTY OF MADISON)

On this 3rd day of April, in the year of 1987, before me, a Notary Public in and for said State, personally appeared ROGER K. WOOD and CLAUDIA WOOD, known to me to be the President and Secretary (respectfully) of the corporation that executed the instrument or the person who executed the instrument on behalf of

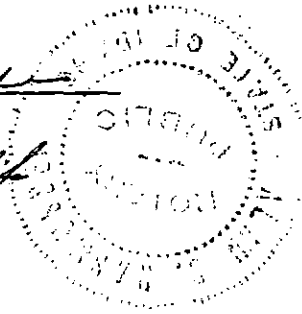
MICROFILMED

NOTICE OF CONTRACT
OF SALE
1457d

JUL 19 1990

said corporation, and acknowledged to me that such corporation executed the same.

Alan D. Kasmir
Notary Public
Residing In: Lehi
My Commission Expires: 1/1/91



INDEXED

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JUL 19 1990

State of Idaho }
County of Madison, } SS 220426

I hereby certify that the within instrument was

filed April 7

19 87 at 11:34 A M., and

recorded on film 220426

Fee 4.00

by MARIE E. HOUSTON, Recorder

David Lee Deputy

At the request of AMERICAN LAND CO., INC.

NOTICE OF CONTRACT
OF SALE
1457d

CONTRACT OF SALE

THIS CONTRACT made and entered into this 1st day of April, 1987, by and between SPLIT 8 FARMS, INC., an Idaho Corporation with its principle place of business at 7718 East 3636 South, Post Office Box 92, Rexburg, Madison County, Idaho, party of the first part, hereinafter referred to as "Seller" and KEVIN B. and JANET WEBSTER, husband and wife, of Post Office Box 321, Rexburg, Madison County, Idaho, parties of the second part, hereinafter referred to as "Purchaser".

The terms "Seller" and "Purchaser" are used herein without regard to number of gender. If Seller and/or Purchaser consist of two or more persons, including but not limited to individuals, corporation, partnerships, associations, or other entities, such person shall be jointly and severally liable hereunder. Whenever any other neuter or singular term is used herein, such terms shall be construed to include masculine or feminine gender or the plural, and shall include any party, whether male, female, or corporation, partnership, or other entity which may be appropriate.

RECITALS

1. Seller is the owner of real property situated in Madison County, State of Idaho, more particularly described on the Real Property Exhibit, attached hereto, identified as Exhibit A, and made apart hereof by this reference.

2. Seller is the owner of the personal property situated on the real property described in Exhibit A, said personal property being more particularly described on Exhibit B, attached hereto and made a part of this contract by this reference as if fully set forth herein.

3. The real property described on Exhibit A, and the personal property described on Exhibit B is the subject of this contract and when hereinafter referred to collectively shall be referred to as "the property" and when referred to individually shall be referred to as the "real property" or as the "personal property".

In consideration of the mutual and reciprocal promises and in furtherance of their objective, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller the property and all rights and appurtenances incident thereto, subject only to the matters hereinafter set forth.

MICROFILMED

JUL 19 1990

-1-

CONTRACT OF SALE
1228d

The parties further agree:

SECTION ONE
PURCHASE PRICE AND TERMS OF PAYMENT

The entire purchase price for the property is seven hundred twenty-five thousand seven hundred ninety-eight dollars and eighteen cents (\$725,798.18). The purchase price shall be paid by Purchaser to Seller as follows:

1. Prior to execution of this agreement, Purchaser has paid to RASMUSSEN REAL ESTATE, INC., the real estate broker involved herein, whose principle business address is Post Office Box 608, Rexburg, Madison County, Idaho, the sum of five thousand dollars (\$5,000). Upon execution of this agreement, said amount (\$5,000) shall be paid by said real estate agent to Seller, and receipt of said amount is hereby acknowledged by Seller.

2. Upon execution of this agreement, and at the time of closing, Purchaser shall pay to Seller the sum of seventy thousand dollars (\$70,000) receipt of said amount is hereby acknowledged by Seller. At the time of executing this agreement, the Purchasers have executed and delivered to Seller through closing agent, a Promissory Note in the amount of fifty thousand dollars (\$50,000). Said Promissory Note shall bear interest at the rate of 9 percent (9%) per annum commencing April 1, 1987, and shall be due in full on or before December 1, 1987. Said Promissory Note is a part of the down payment on this contract. The parties understand and agree that said Promissory Note is not dependant upon this contract for its validity. If said note is not satisfied in a timely manner, Seller may sue on said Promissory Note without regard to or compliance with the default provisions as hereinafter set forth in this agreement.

3. The remaining unpaid balance in the amount of six hundred thousand seven hundred ninety-seven dollars and eighteen cents (\$600,797.18) shall bear interest at the rate of 9 percent (9%) per annum and shall be paid in twenty-five (25) equal, annual installments. Each installment shall be in the amount of sixty-one thousand one hundred sixty-four dollars and ninety-one cents (\$61,164.91), said payment includes principle and interest. The first such payment shall be due on July 1, 1988, and subsequent payments on each July 1 thereafter for a total of twenty-five equal payments.

SECTION TWO
PREPAYMENT PRIVILEGES

From the date of this agreement until December 31, 1987, Purchaser SHALL NOT have the right to pay any amount upon the purchase price other than those amounts specifically called for in Section One herein. Subsequent to December 31, 1987, Purchaser shall have the right to pay any amount and shall

CONTRACT OF SALE
1228d

JUL 19 1990

have the option of designating any prepayment to be applied either to the next succeeding annual payment coming due, or to the last payment of principle.

SECTION THREE
EXISTING ENCUMBRANCES

It is understood and agreed between the parties that the described premises are subject to the following encumbrances:

A. A Mortgage with the Federal Land Bank of Spokane; A Mortgage from Split 8 Farms, Inc., given to Federal Land Bank of Spokane to secure the payment of \$250,000 together with interest and any other obligations secured thereby dated June 29, 1979, recorded July 9, 1979 as Instrument Number 179495 in the records of the County Recorder of Madison County.

To secure the same debt there appears a financing statement showing Split 8 Farms, Inc., as debtor and the Federal Land Bank of Spokane as the secured party recorded July 9, 1979, as Instrument Number 179494 giving to the Federal Land Bank of Spokane a security interest in pumps, motors, and mainline. A continuation was filed on said financing statement of the 21st day of March, 1984, and recorded as Instrument Number 203010.

Federal Land Bank of Spokane also appears as a secured party in Instrument Number 182766 recorded February 13, 1980, granting to the said Federal Land Bank a security interest in pumps, motors, and mainline. This document was continued on October 3, 1984, as Instrument Number 205963.

B. Security Interest of Idaho First National Bank; A financing statement identifying Split 8 Farms, Inc., as debtor and the Idaho First National Bank as secured party recorded November 1, 1985, and identified on the records of the County Recorder of Madison County as Instrument Number 211727 granting to the secured party a security interest in a pivot irrigation system.

C. State of Idaho Land Purchase Contract: The interest of the State of Idaho in a contract identified as State Land Certificate Number 25054.

Seller agrees to pay all the remaining payments of principle and interest due under said encumbrances promptly when the same are required to be paid, and in the event Purchaser shall prepay all or any portion of the balance owing to Seller hereunder, Seller agrees to proportionately prepay the balance owing upon each of said encumbrances (i.e., if Purchaser prepays 10 percent of the then remaining principle balance due Seller hereunder, Seller shall pay 10 percent of the then remaining principle balance due upon each said encumbrance) and in any event Seller shall pay and discharge the same not later than the date of Purchaser's final payment to Seller hereunder (whether such by regular scheduled installments or prepayments). Upon

MICROFILMED

CONTRACT OF SALE
1228d

JUL 19 1990

full payment of said encumbrances Seller agrees to cause the same to be released of record and should Seller fail to do so, Seller hereby nominates and appoints Purchaser as Seller's attorney in fact, with full power and authority to demand and receive of any mortgagee or Escrow holder and place of record any and all documents necessary to clear said encumbrances of record, to the same extent as Seller could have personally done.

Prior to July 1 of each year, when the payments are due, during the term of this agreement Seller shall provide proof to Purchaser that all payments due for the previous year on any and all of the above encumbrances have been paid in full.

SECTION FOUR MARKETABLE TITLE AND TITLE INSURANCE

The property herein agreed to be sold shall be conveyed by a good and sufficient WARRANTY DEED free and clear of any lien or encumbrance, excepting any lien or encumbrance to which this agreement is expressly made subject, and excepting any lien or encumbrance that may have attached by any reason or act, deed, or omission of the Purchaser. Within thirty (30) days of execution of this agreement, the Seller shall furnish to purchaser a standard form Purchaser's Title Insurance Policy in the amount of seven hundred twenty-five thousand seven hundred ninety-seven dollars and eighteen cents (\$725,797.18) insuring title to said property in purchaser free and clear of any lien or encumbrance, EXCEPTING any lien or encumbrance to which this agreement is expressly made subject, and EXCEPTING any lien or encumbrance than may have attached by reason of any act, deed, or omission of the Purchaser, and SUBJECT TO the usual exceptions contained in said Policy of Title Insurance. Said Policy of Title Insurance shall be deposited with other documents incident to this sale in Escrow as hereinafter provided.

SECTION FIVE QUITCLAIM DEED

Purchaser shall execute in recordable form and deliver to the closing agent or deposit with the Escrow holder hereinunder a QUITCLAIM DEED reconveying the property described in this contract and all right, title, and interest of Purchaser now owned or hereinafter acquired by Purchaser therein, to Seller, and it is agreed that in the event of default by Purchaser, not cured within the time provided after Notice of Default, if such Notice is required, the Escrow holder is authorized and instructed to deliver said QUITCLAIM DEED to Seller to be recorded, in order than any interest purchaser may have had in said property may be conveyed of record to Seller. Subject to the provisions of Section Sixteen the recording of such QUITCLAIM DEED from Purchaser to Seller shall be conclusive proof, as against Purchaser, and Purchaser's heirs, personal representatives, administrators, successors and assigns, the

CONTRACT OF SALE
1228d

MICROFILMED
JUL 19 1990

purchaser has defaulted in the performance of this contract and has abandoned all interest in said property and that all procedures set forth herein concerning the Notice of Default and termination of Purchaser's right to continue in possession of the property, have been fully and completely complied with by Seller. If Purchaser shall not default in performance of this contract said QUITCLAIM DEED shall be delivered to purchaser upon complete performance of this contract along with other documents held in Escrow to which Purchaser shall then be entitled; and Purchaser shall destroy said QUITCLAIM DEED.

SECTION SIX WATER RIGHTS AND IRRIGATION EQUIPMENT

A. Water Right; The water right identified as License Number 32415/22-2252 is appurtenant to the property described on Exhibit A. The portion of said water right is part of the consideration of this contract and passes with the property from Seller to Purchaser.

B. Irrigation Equipment; The pumps, motors, and mainline, identified on Exhibit B are used to irrigate the property identified in Exhibit A as well as the property identified on Exhibit A on a companion contract wherein Seller is selling real property to SHAWN C. and LISA ANN WEBSTER. By this contract, Seller is transferring to Purchaser a one-half interest in said pumps, motors, and mainline.

C. Start-up Guarantee; Seller hereby warrants and guarantees to Purchaser that the pumps and motors identified on Exhibit B are in good operating condition and will warrant that condition up to and including the time that the same are first started for the 1987 irrigation season.

SECTION SEVEN OIL AND GAS LEASES

The parties hereto agree and understand that a portion of the property being transferred by this contract is subject to a oil and gas lease with Supron Energy Corporation, was subsequently assigned to Southern Union Properties. This property is being transferred subject to said oil and gas lease and as part of the conjunction of this agreement, Seller herein is transferring its interest as lessor in that certain oil and gas lease to purchaser herein.

SECTION EIGHT INSURANCE

The parties hereto understand that in conjunction with this contract Seller is entering into a contract with

CONTRACT OF SALE
1228d

JUL 19 1990

purchaser's brother and his wife, namely, SHAWN WEBSTER and LISA ANN WEBSTER, for part of adjoining property. Some or all of the personal property identified on Exhibit B may be used jointly between purchaser and his brother. Either purchaser acting alone, or purchaser in conjunction with his brother, shall maintain a Liability and Hazard insurance policy covering the personal property set forth on Exhibit B with a clause payable to Seller. The potatoe cellar listed on Exhibit B shall be insured for an amount not less than seventy-five thousand dollars (\$75,000) and Purchaser, or purchaser and his brother, agree to maintain said policy of insurance on the potatoe cellar for the first two years of the term of this contract. The irrigation systems identified on Exhibit B shall be insured by Purchaser in the amount of one hundred and fifty thousand dollars (\$150,000) and Purchaser shall maintain said insurance policy until the systems are fully paid for. The parties understand that those systems are encumbered with a security interest given to Idaho First National Bank. However, the purchaser may discontinue insurance coverage if the security interest has been paid in full.

In the event a loss occurs and Purchaser receives payment in accordance with the terms of the insurance policies identified in the preceeding paragraph, Purchaser shall have the option of either replacing or repairing the damage or using the entire proceeds to prepay to Seller payments due under this contract. In no event shall the proceeds from the insurance policies referred to in the preceeding paragraph be used otherwise. Should Purchaser elect to repair or replace the damaged property in the event of a loss, said repair or replacement must begin immediately upon the occurrence of the loss.

SECTION NINE WARRANTIES

PURCHASER HAS EXAMINED THE ABOVE DESCRIBED PROPERTY AND THE IMPROVEMENTS LOCATED THEREON, AND ACCEPTS THE SAME IN THE CONDITION AND STATE OF REPAIR THAT THE SAME ARE NOW IN. THE REAL PROPERTY AND THE PERSONAL PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT IS BEING TRANSFERRED FROM SELLER TO PURCHASER "AS IS". PURCHASER ACKNOWLEDGES AND AGREES THAT HE HAS BEEN INFORMED AND UNDERSTANDS THAT SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO PURCHASER, EXCEPT AS TO TITLE AS CONTAINED IN THE TITLE CLAUSE OF THIS CONTRACT.

SECTION TEN NON ASSIGNABILITY

The parties herein agree that this contract shall not be assignable by Purchaser, nor shall Purchaser have any right or power to sell, mortgage, or in any way encumber the described property during the term of this agreement. Purchaser shall first obtain the written consent of Seller before assignment on the sale, mortgage, or encumbrance; provided, however, that

CONTRACT OF SALE
1228d

JUL 19 1990

Seller shall not unreasonable withhold consent to the assignment and transfer of purchaser's rights under this agreement to any financially responsible party.

In the event that Seller consents in writing to allow Purchaser to encumber said property as described and purchaser shall fail to make any payments or to do any act that is provided, then Seller, but without obligation to do so, and without Notice to or demand upon Purchaser, and without releasing Purchaser from any obligation hereof, may make or do the same in such manner and to such extent that Seller may deem necessary to protect its security under the terms of this agreement, the Seller being authorized to enter upon said property for such purposes, to appear and Defend any action or proceeding purporting to effect the security of this agreement, or the rights and power of Seller hereunder, and to pay, purchase, contest or compromise any encumbrance, charge or lien which appears prior to or subsequent hereto. Any such payment made by Seller shall immediately become amounts due and payable from Purchaser to Seller and shall carry interest at the rate of 15 percent (15%) per annum, and the failure to immediately pay Seller the full amount and some so expended, together with accrued interest, shall constitute a default under the terms of this agreement.

SECTION ELEVEN POSSESSION

Purchaser shall be let into full possession of the property upon the date of execution of this agreement.

SECTION TWELVE LIENS AND ENCUMBRANCES

Purchaser shall not allow or suffer any liens or encumbrances to attach or be filed against any part of the property described in this contract; PROVIDED, HOWEVER, that should any lien or encumbrance attach or be filed which Purchaser, in good faith, deems invalid either in whole or in part, Purchaser shall have the right to litigate and obtain judicial determination regarding the validity or extent of such lien or encumbrance, including appellant determination, and should such proceeding be resolved against Purchaser, then Purchaser shall immediately satisfy and discharge the same. In this regard, Purchaser shall prosecute or defend such litigation at Purchaser's own cost and expense or behalf of and for the benefit of all parties to this agreement. Seller shall not be barred from taking such legal action as Seller shall deem necessary or useful to protect Seller's interest in said property.

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JUL 19 1990

CONTRACT OF SALE
1228d

SECTION THIRTEEN
TAXES

Seller shall pay all taxes, levies, and assessments of any kind whatsoever levied against the property on or prior to the date of closing. Purchaser shall pay all taxes, levies, and assessments of any kind whatsoever levied after the date of closing.

SECTION FOURTEEN
WARRANTY DEED

A good and sufficient WARRANTY DEED conveying title of the property to Purchaser with the usual covenants of warranty, a QUITCLAIM DEED conveying title of property from Purchaser to Seller, this "Contract" and the "Title Insurance Policy" as described in Section Four above together with appropriate Escrow instructions shall be placed in Escrow with Valley Bank, Rexburg Office, Rexburg, Madison County, Idaho. Each shall be retained in Escrow until Purchaser shall have fully made all payments herein required and otherwise fully complied with the provisions of this contract, at which time all papers shall be delivered to purchaser by the Escrow agent, or in the event of default, all said documents shall be delivered to Seller in accordance with the default provisions hereinafter set forth. The initial Escrow fee and all subsequent Escrow costs shall be paid by the Purchaser and Seller, each paying one-half (50 percent) thereof.

SECTION FIFTEEN
WHEAT & BARLEY BASE

As part of the consideration of this agreement, Seller does hereby transfer to Purchaser a proportionate share of the wheat base and a proportionate share of the barley base as it appears with the records of the Agricultural Stabilization and Conservation Services in its office at Rexburg, Madison County, Idaho.

SECTION SIXTEEN
DEFAULT OF PURCHASER

In the event that Purchaser shall default in the performance of any of the terms of this agreement, after thirty (30) days following such default, the Seller may cause notice in writing to be given to Purchaser specifying the manner in which said default occurred. Notice shall be served upon the purchaser by Certified or Registered Mail, addressed to Purchaser, postage pre-paid thereon, and such Notice shall be deemed served upon the date of mailing; then, after allowing Purchaser thirty (30) days to remedy such default, the Seller may elect to:

MICROFILMED

CONTRACT OF SALE
1228d

JUL 19 1990

1. Declare the entire unpaid balance of this contract including principle, interest, taxes and other assessments, attorney's fees and other sums due and owing Seller, to be immediately due and owing; and

2. Bring suit to establish the balance owing hereunder as a debt by Purchaser to Seller and to foreclose this contract as a real estate mortgage securing said debt in accordance with the laws of real estate mortgage; no Notice to purchaser or election to pursue this remedy is required prior to suit; and

3. To pursue any other remedy in law or in equity in enforce the performance of this contract, and to recover damages for breach thereof; and

4. To reclaim from the Escrow agent all papers placed therein, including the WARRANTY DEED from Seller to Purchaser and the QUITCLAIM DEED from Purchaser to Seller; and

5. Seller may take immediate possession of said property and resume full title, ownership, and control, and purchaser will forfeit all right, title, and interest in said property. If Seller becomes entitled to possession of the property, as above described, and Purchaser refuses to voluntarily and immediately give up possession, Purchaser agrees to pay Seller a reasonable fair rental value for said property during the tenure of Purchaser's continued possession.

6. It is agreed that Purchaser shall have the right within six (6) months after the expiration of the thirty (30) day period from receipt of Notice of Default for curing default to pay the then unpaid balance of principle, and all accrued interest, and thereby redeem its interest in the property. In such event, Seller shall take all steps reasonably necessary to restore Purchaser to possession, to vest title in Purchaser in the position it would have been had no default occurred.

SECTION SEVENTEEN ATTORNEY'S FEES

In the event either party incurs attorney's fees to enforce the provisions of this contract, with or without suit, the defaulting party agrees to pay the attorney's fees of the prevailing party.

SECTION EIGHTEEN REPRESENTATION BY ATTORNEYS

The parties hereto acknowledge and understand that this

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JUL 19 1990

CONTRACT OF SALE
1228d

contract has been prepared by the law firm of HOOPES, THOMSON & PACKER Attorneys at Law, 130 East Main, Rexburg, Madison County, Idaho, at the specific instance and request of RASMUSSEN REAL ESTATE, INC. RASMUSSEN REAL ESTATE, INC., being an agent of Seller, the attorney's firm preparing this document is a representative of Seller. The attorney's firm preparing this document cannot represent both Purchaser and Seller in this matter, and therefore can accept compensation only from Seller. In the event future conflicts shall arise between the parties hereto involving litigation by reason of this sale, the firm HOOPES, THOMSON & PACKER can represent the interests of Seller only. Purchaser understands that it has the privilege of consulting independent counsel at any phase of the transaction.

SECTION NINETEEN
BINDING AFFECT

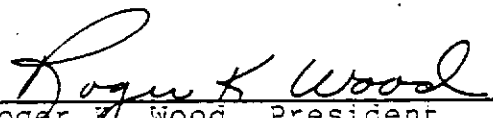
This agreement is not only binding upon the parties hereto, but on their respective successors, heirs, administrators, and assigns.

SECTION TWENTY
COVERAGE

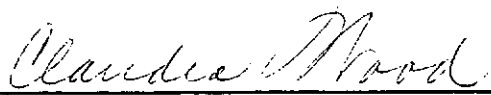
This contract constitutes the entire agreement between the parties hereto. No agreements of any kind whatsoever, oral or written, not found in this contract have been made by the parties hereto concerning the property herein transferred. Any further agreements between the parties hereto affecting the property herein transferred must be in writing and subscribed by the parties hereto.

IT WITNESS WHEREOF the parties have executed this agreement on this 3rd day of April, 1987.

SPLIT 8 FARMS, INC.,


Roger K. Wood, President

Attested by:


Claudia Wood, Secretary

STATE OF IDAHO)
COUNTY OF MADISON) :SS

CONTRACT OF SALE
1228d

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JUL 19 1990

On this 3rd day of April, in the year of 1987, before me, a Notary Public in and for said State, personally appeared ROGER K. WOOD and CLAUDIA WOOD, known to me to be the President and Secretary (respectfully) of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Alan D. Rasmussen
Notary Public
Residing In: Rushburg
My Commission Expires: life

Dated this 2ND day of April, 1987.

Kevin B. Webster
Kevin B. Webster

Janet Webster
Janet Webster

STATE OF IDAHO)
 :SS.
COUNTY OF MADISON)

On this 2ND day of April, in the year of 1987, before me, a Notary Public in and for said State, personally appeared KEVIN B. WEBSTER and JANET WEBSTER, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged

CONTRACT OF SALE
1228d

RECORDED

JUL 19 1990

to me that they executed the same.

Alan D. Rasmussen
Notary Public
Residing In: *Rosburg*
My Commission Expires: *Life*

CONTRACT OF SALE
1228d

MICROFILMED

JUL 19 1990

EXHIBIT A

TOWNSHIP 5 NORTH, Range 40 East, Boise Meridian, Madison County, Idaho.

Section One: All that portion of Lot 1 and the NE1/4 SE1/4 which lies East of the Railroad right-of-way.

TOWNSHIP 5 NORTH, Range 41 East, Boise Meridian, Madison County, Idaho.

Section Five: Lots 2, 3, and 4 SE1/4 NW1/4; SW1/4 NE1/4; NW1/4 SE1/4; N1/2 SW1/4; SW1/4 NW1/4.

Section Six: SW1/4 NE1/4; SE1/4 NW1/4; Lot 1, 2, 3, 4, and 5; SE1/4 NE1/4.

ALSO: a one-half interest in a irrigation well located in the NW1/4 NE1/4 of Section 8 Township 5 North Range 41 East Boise Meridian, Madison County, Idaho and a one-half interest in the water right identified as license number 32415/22-2252 with the records of the Department of Water Administration of the State of Idaho.

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JUL 19 1990

EXHIBIT A
1280d

EXHIBIT B

1. One-half interest in a 600 HP G. E. electric motor, serial no. LmJ110 3019
2. One-half interest in a Layne Bowler turbine pump, serial no. D16935
3. One-half interest in a Booster 125 HP G. E. electric motor, serial no. HFJ812104
4. One-half interest in a Layne Bowler turbine pump, serial no. D28592
5. One-half interest in a 23,600 feet of buried mainline varying in size from 6 inch diameter through 14 inch diameter.
6. One model 2265 Lockwood center pivot irrigation systems serial no. as follows:

PIVOT NUMBER ONE: 854375AA 854375AB

EXHIBIT B
1281d

RECEIVED

JUL 19 1990

RECEIVED

MAY 4 1972

Department of Water Administration

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION

ASSIGNMENT OF WATER LICENSE

I, KENNETH WOOD, hereby assign to SPLIT 8 FARM, INC., of P. O. Box 203, Rexburg, Idaho, 83440, an Idaho Corporation, all of my right, title and interest in and to Permit and Water License No. 32415/22-2253, issued by the Department of Water Administration on April 19th, 1972.

This assignment is made in good faith, and not for purposes of speculation or delay.

Dated April 27th, 1972.

Kenneth Wood
Licensee

Opal J Wood
His wife

STATE OF IDAHO)
) SS
County of Madison)

On this 30th day of April, 1972, before me, the undersigned, a Notary Public for Idaho, personally appeared Kenneth Wood and Opal Wood, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

W B Kennedy
Residing at Rexburg, Idaho
Commission expires 2/13/74

State of Idaho
Department of Water Administration

LICENSE OF WATER RIGHT

License of Water Right No. 32415/22-2252 Priority June 28, 1965 Amount 7.27 cfs

THIS IS TO CERTIFY, that KENNETH WOOD
of Rexburg, Idaho, has complied with the terms and conditions of Permit
No. 32415/22-2252 issued pursuant to Application for Permit dated June 28, 1965,
and has submitted proof to the Department of Water Administration on June 7, 1968,
that he has applied water to a beneficial use; an examination by the Department indicates that the
works have a capacity of 7.27 cfs, and that the water has in fact been applied to a
beneficial use; a right to the use of water from a ground water source
tributary of _____, is hereby confirmed in the following amounts:
Amount 7.27 cfs for Irrigation from May 15 to Oct. 30 (both dates inclusive)
Amount _____ for _____ from _____ to _____ (both dates inclusive)
Amount _____ for _____ from _____ to _____ (both dates inclusive)
Subject, however, to the condition that no more than 7.27 cfs of water be diverted at
any one time, said waters to be diverted within the _____

NW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 8, Twp. 5 N, Rge. 41 E, B.M.

in the county of Madison; and that the amount of water so diverted and to which such
right is entitled and confirmed is for the purposes aforesaid and is limited to the amount which can
actually be beneficially used and shall not exceed 2,422.57 acre feet per year or
3.5 acre feet per acre.

Description and location of place of use:

TWP.	RANGE	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
5 N	41 E	5		11. 86	40			11. 66	40		40	40				40	40		263.52
		6		11. 58	40			11. 46	39. 45	40					40				182.49
		8		39	39	39			39	39									195.00
		9	39	40	39	18	40		39	39									254.00

Total number of acres irrigated 895.01

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

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 19 day of
April, 19 72.


Director

22 2252

Mary Smith, Attorney
70 East Main
Rexburg, Idaho 83440

APPLICATION FOR PERMIT

To Appropriate the Subterranean Waters of The State of Idaho

22-2252

Application No. G- 40568
Permit No. G- 32415
District No.

1. Name of Applicant: Kenneth Wood
Postoffice address: Rexburg County: Madison State: Idaho 83440
2. Quantity of water claimed: 22.52 cfs
 - (a) Rate of withdrawal in cubic feet per second or Idaho
Miners' inches or gallons per minute
 - (b) Annual withdrawal in acre feet per annum
3. Source of water supply: Subterranean
4. Location of point of diversion or well is in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 8, and
SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 5
Twp. 5 N , Rge. 41 E , B.M., County of Madison
5. Water is to be used for: Irrigation
6. If for municipal, industrial or recreational purposes, give:
 - (a) Point of use of water is in the $\frac{1}{4}$ of the $\frac{1}{4}$ of Section , Twp.
Rge. , B.M.
 - (b) Waste water or sewage effluent is to be returned to
at a point in the $\frac{1}{4}$ of the $\frac{1}{4}$ of Section , Twp. , Rge. , B.M.
7. Kind of works: Well, pump and sprinkler system
8. Estimated cost of works: \$ 50,000.00
9. (a) Is reservoir to be used? No
(b) Capacity of reservoir:
10. The time required for the completion of such work and complete application of the water to the proposed use is five years.
11. If applicant is a corporation, give:
 - I. (a) Date and place of incorporation:
(b) Amount of capital stock: \$ (c) Amount paid in: \$
(d) Names and addresses of directors:
 - II. The financial resources of the applicant are (a) Cash on hand: \$
(b) Treasury stock: (c) Bonds to be issued:
(d) Other resources:
12. The land to be irrigated is described in the following tabulation:
13. Existing water rights and/or valid permits appurtenant to the lands to be irrigated are: none
 - (a) (cubic feet per second, inches or gallons per minute) of the water herein applied for is to be supplemental to the existing water rights.
 - (b) 22.52 cfs (cubic feet per second, inches or gallons per minute) is for new lands.

Twp.	Range	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	
6 N	41 E	32																160	
5 N	41 E	5			11.86a	40			11.66a	40			40	40	40	40	40	343.52	
		6	11.58a			40			11.46a	39.45a	40					40		182.49	
		8			40	40	40	40	40	40	40							280	
		9				40	40			40	40							160	
See application for <u>amendment</u> in file.																			

LICENSE ISSUED FOR 7.27 SEC. FT.
LICENSE PAGE NO. _____

APPLICATION FOR AMENDMENT

RECEIVED
AUG 14 1964

AUG 14 1968

Department of Reclamation

Comes now Kenneth Wood

of (address)_____

Rexburg, Madison County, Idaho, and represents to the State Reclamation
Engineer of the State of Idaho:

That he is the owner and holder of Permit to appropriate the Public Waters of the State of Idaho No. G-32415, and requests that the permit and permit map be changed as follows:

1. Point of diversion: NW 1/4, Sec. 8, T. 5 North
 R. 41 E., B.M. Other points of diversion _____

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

mo. - day

mo. - day

For Irrigation purposes from May 15th to October 30 (both dates incl.)

For _____ purposes from _____ to _____ (both dates incl.)

For _____ purposes from _____ to _____ (both dates incl.)

For _____ purposes from _____ to _____ (both dates incl.)

3. Place of use or land to be irrigated:

[illegible]

Total number of acres to be irrigated

920.01

$$\begin{array}{r} 240 \\ 2352 \\ \hline 263.52 \end{array}$$

120
39.45
11 58
71 03

17.0

179. + 3
11 44

18249 32415

[illegible]

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

Kenneth Good
(signature)

I, JACK A. BARNETT, Deputy, State Reclamation Engineer of the State of Idaho,
hereby approve the above application for amendment for Permit No. G-32415.


Deputy State Reclamation Engineer

h 32415



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

June 25, 1990

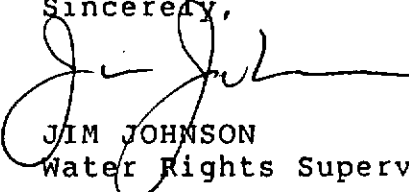
RE: Transfer of Water Right No. 22-2252

Kevin &/or Shawn Webster
Box 321
Rexburg, ID 83440

Dear Right Holders:

Enclosed is a copy of your approved Application for Transfer of the above referenced water right (Transfer No. 3662). Be sure to note any conditions of approval as listed on the second page.

Sincerely,


JIM JOHNSON
Water Rights Supervisor

JJ:sc

Enclosure

MICROFILMED

JUL 19 1990

MEMORANDUM

TO: FILE/JIM JOHNSON *Jim*

FROM: TIM LUKE *TL*

DATE: June 18, 1990

RE: TRANSFER APP. NO. 3662/LICENSE NO. 22-2252

=====

This transfer changes the place of use only for a licensed right. I believe the application can be approved with just the standard condition below concerning place of use changes.

The only problem I see with the application is that the attached disclaimer seems to omit certain lands in section 6, T5N R41E (see attached place of use overlap report). Jeppesen has filed a new application overlapping 4, 40-acre tracts in the section under 22-2252. The transfer proposes to move 22-2252 off of section 6. The disclaimer signed by Jeppesen only states that he is the owner of one of these tracts. Jeppesen's new application seeks to appropriate a rate of flow for one miners inch per acre for all of the lands described as the place of use, thus it may be of little or no concern if Jeppesen consents to the transfer. The question remains as to actually owns the remaining tracts in section 6. Do you feel we need to request additional ownership information? *po*

Also, the contract of sale attached to the application does not show that the applicant, Webster, owns all of the land described as the new place of use. Since Webster may be leasing some of the ground shown as the new place of use, it is perhaps not important in this case who owns the land described as the new place of use. *ok Jim*

Conditions of Approval:

<<T04>> Approval of this transfer in no way grants any right-of-way or easement for use of a delivery system owned by person(s) other than the right owner.

<<T05>> The use of water on the lands to which the above referenced water right(s) were appurtenant is hereby abandoned and failure to put the water to beneficial use within five (5) years of the date of the approval of this transfer on the new land identified under item B.5 shall constitute loss or forfeiture of the water right(s).

MICROFILMED

JUL 19 1990

PAGE: 1

PLACE OF USE 1/4 1/4 OVERLAP REPORT

06/18/90

WR-NUMBER	NAME	SIG	SOURCE	T	R	NE			NW			SW			SE			SUM
						S	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	
2202252	WOOD	L	GROUNDWATER	05N 41E	5	12	40	:	12	40	:	40	40	:	40	40	:	264
2207066	BROWN	L	GROUNDWATER	05N 41E	5			:				40	40	:				80
2207518	SETH WOOD FARMS INC.	P	GROUNDWATER	05N 41E	5		18	:			:			:	24		23	65
NO MAPPING INFO AVAILABLE																		
2202252	WOOD	L	GROUNDWATER	05N 41E	6	12	40	:	11	39	40	:			40			182
2207377	JEPPESEN	L	GROUNDWATER	05N 41E	6			:			:	40	39	:		40	39	198
2207664	JEPPESEN	A	GROUNDWATER	05N 41E	6	40	40	:	40	40	:			:	40			200
NO MAPPING INFO AVAILABLE																		
2202252	WOOD	L	GROUNDWATER	05N 41E	8	39	39	39	:	39	39	:			:			195
2207066	BROWN	L	GROUNDWATER	05N 41E	8			:	40	40	:			:				80
2207518	SETH WOOD FARMS INC.	P	GROUNDWATER	05N 41E	8	25		:			:			:				25
NO MAPPING INFO AVAILABLE																		
2202252	WOOD	L	GROUNDWATER	05N 41E	9	39	40	39	18	:	40	39	39	:				254
2207518	SETH WOOD FARMS INC.	P	GROUNDWATER	05N 41E	9			:	34		:			:				34
NO MAPPING INFO AVAILABLE																		

MICROFILMED

JUL 19 1990

PAGE: 1

MR-NUMBER	PLACE OF USE LOTS OVERLAP REPORT												06/18/90
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
2202252	T05N R41E S 5												
2207518	1L10												
	NO MAPPING INFO AVAILABLE												
2202252	T05N R41E S 6												10
2207377													
2207664	1L11 2L11												
	NO MAPPING INFO AVAILABLE												
2202252	T05N R41E S 8												78
	NO MAPPING INFO AVAILABLE												44
2202252	T05N R41E S 9												
	NO MAPPING INFO AVAILABLE												

MICROFILMED

JUL 19 1990

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER ANALYSIS SHEET

INITIAL REVIEW BY: HWS

1. Right number 22-02252 Applicant Webster
2. Type of right: ☐ Decree ☒ License ☐ Claim
3. Purpose of transfer: ☐ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Other _____
4. Check:
 - a. ☒ Source ☒ Priority ☒ Amount ☐ Purpose ☒ Period of use
 - b. ☒ Description of original point of diversion.
 - c. ☒ Description of original place of use.
5. Amount of land &/or water transferred:
 - a. ☒ All of right.
 - b. ☐ Part of right (NOTE! Part B should be filled in only if part of the right is owned by the applicant).
 - c. ☒ Check description of point(s) of diversion.
 - d. ☒ Check description of place of use.
 - e. ☒ Check map (shows p.d. and p.u. after transfer).
 - f. ☒ Check for correct signature, notarization, and fee.
 - ok ☒ g. Check proof of ownership of right &/or land from which water is transferred. Need disclaimer
& tax notice &
contract of sale
 - h. ☒ Check for expansion in use of right. Comments _____
 - i. ☒ Check for existing water rights from same source, on land water is being transferred to.
Right number(s) _____
 - j. ☒ Is use within a Watermaster District? ☐ Yes ☒ No
If yes, what district? _____

FINAL PROCESSING REVIEW BY: _____

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

RECOMMENDED ACTION

1. ☒ Approve
2. ☐ Deny
3. Conditions* _____

4. By RDC Date 6/15/90

RECEIVED
JUN 18 1990

Department of Water Resources

Copy
To Robert

M

07-Mar-1990

Rexburg Standard-Journal
P.O. Box 10
Rexburg, ID 83440

Gentlemen:

Enclosed you will find a legal notice which we wish to have published on the dates indicated (once a week for two consecutive weekly issues) in your newspaper. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Your cooperation is appreciated.

Please send the affidavit of publication and publication billing to this office before April 2, 1990.

Yours truly,

Rita Bodell
Secretary

Encl.

MICROFILMED

JUL 19 1990

05-Mar-1990

Kevin or Shawn Webster
P.O. Box 321
Rexburg, ID 83440

RE: Application for Transfer No. 22-02252

Dear Water Right Applicant:

The Department of Water Resources acknowledges receipt of your application for transfer of a water right. The application has been assigned the above identification number. Please refer to this number in all future correspondence.

This office is currently in the process of advertising the application in the Rexburg Standard-Journal on March 15 & 22. The advertisement will be published for two consecutive weeks, and a period of ten days following the second publication will be allowed for the submittal of protests.

If the application is protested, you will be sent a copy of the protest. The protest must be resolved before final action is taken. If the protest is not resolved by the involved parties this Department will conduct a conference and/or hearing on the matter.

If the application is not protested, it will be forwarded to our state office in about five weeks. Department personnel will conduct a complete review prior to final processing of the application and will notify you of the outcome of this review. When a final processing of the application is complete, you will be sent a copy. A typical processing time for an unprotested application is about eight weeks.

Please feel free to contact this office if you have any questions regarding this procedure.

Sincerely,

HAROLD W. JONES
Water Rights Supervisor

HWJ/rb

MICROFILMED

JUL 19 1990

NOTICE OF PROPOSED CHANGE TO A WATER RIGHT

NO. 22-02252

Notice is hereby given that Kevin or Shawn Webster has applied to the Department of Water Resources to change the place of use of the waters of a groundwater source. The right sought to be changed is evidenced by License No. 22-02252 and is recorded as follows:

AMOUNT: 7.27 CFS PRIORITY: June 28, 1965

POINT OF DIVERSION: NWNE SEC 8 T 5N R 41E, B.M. MADISON COUNTY

The water is used from May 15 to October 30 to irrigate 895 acres within the W/12NE1/4 W1/2NW1/4 N1/2SW1/4 W1/2SE1/4 SEC 5; NENE SWNE W1/2NW1/4 SENW NESE SEC 6; W/12NE1/4 SENE S1/2NW1/4 SEC 8; NE1/4 NENW S1/2NW1/4 SEC 9 T 5N R 41E, B.M.

TO BE CHANGED AS FOLLOWS:

The water will be used within the W/12NE1/4 NW1/4 N1/2SW1/4 W1/2SE1/4 SEC 5; NWNE S1/2NE1/4 S1/2NW1/4 SW1/4 W1/2SE1/4 SEC 8; W1/2NE1/4 NENW S1/2NW1/4 SEC 9; NWNE N1/2NW1/4 SEC 17 T 5N 41E, B.M.

Any protests against the above proposed change must be filed with the Department of Water Resources, 150 Shoup Ave., Idaho Falls, ID 83401, on or before April 2, 1990.

R. Keith Higginson

Director

Published in the REXBURG STANDARD-JOURNAL on March 15 & 22, 1990.

RECORDED

JUL 19 1990

May 8, 1972

C
O
P
Y
Re: License No. 32415/22-2252

Mr. W. B. Kennedy
Attorney at Law
15 West 1st South
Rexburg, Idaho 83440

Dear Mr. Kennedy:

We have received the assignment of Kenneth Wood to Split 8 Farm, Inc. in connection with the above referenced license.

We wish to advise you, however, that the Department has no procedure for changing the records of ownership once a permit has been licensed. When a license is issued, it becomes appurtenant to the land and ownership automatically is conveyed with the land unless it is specifically withheld in the sale transaction.

We will file this document in the license file for future reference as to present ownership. If you have any questions regarding this matter, please advise.

Sincerely,

BOBBY D. FLEENOR
Assistant Director

BDF:DR

W. B. KENNEDY

ATTORNEY AT LAW
15 WEST 1ST SOUTH
REXBURG, IDAHO 83440

PHONE 356-5787

May 2, 1972

RECEIVED

MAY 4 1972

Department of Water Administration

State of Idaho
Dept. of Water Administration
Statehouse Annex #2
Boise, Idaho

Re: Kenneth Wood Water License
#32415/22-2253

Gentlemen:

I enclose herewith assignment of water license to the
Split 8 Farm, Inc.

I trust this is in due form. If not, please send me
whatever your requirements are.

Yours very truly,



W. B. Kennedy

WBK/j

Encls: Assignment of Water License

22 2252

April 20, 1972

Re: Permit No. 32415/22-2252

Mr. Kenneth Wood
Rexburg,
Idaho 83440

Dear Mr. Wood:

Enclosed herewith is your Water License issued on the above referenced permit.

Also enclosed is departmental receipt No. 8303 in the amount of \$57.00 covering the licensing fee.

Very truly yours,

BOBBY D. FLEENOR
Assistant Director

BDF:DR
Enc: License
Receipt #8303

cc: Mary Smith

bc: Eastern District Office

3252

March 31, 1972

Mr. Kenneth Wood
Rexburg,
Idaho 83440

Dear Mr. Wood:

A representative of this Department has made an examination of the works covered by your Permit No. 32415/22-2252 and has found the following:

Quantity of water diverted: 7.27 cfs

Amount of water that can be recognized as beneficially used under Idaho law: 7.27 cfs

The maximum quantity of water diverted shall not exceed 2,422.57 acre feet per year.

Beneficial use: Irrigation of 895.01 acres within the W $\frac{1}{2}$ NE (51.86), W $\frac{1}{2}$ NW (51.66), N $\frac{1}{2}$ SW (80), W $\frac{1}{2}$ SE (80), Sec. 5; NENE (11.58), SWNE (40), W $\frac{1}{2}$ NW (50.91), SENW (40), NESE (40), Sec. 6; W $\frac{1}{2}$ NE (78), SENE (39), S $\frac{1}{2}$ NW (78), Sec. 8; N $\frac{1}{2}$ NE (79), S $\frac{1}{2}$ NE (57), NENW (40), S $\frac{1}{2}$ NW (78), Sec. 9; Twp. 5 N, Rge. 41 E, B. M.

Point of diversion: NWNE, Sec. 8, Twp. 5 N, Rge. 41 E, B. M.

The priority date established: June 28, 1965

A fee totaling \$57.00 must be received within 30 days from the date of this letter in order that we can issue you a Water License as set forth above. If you do not concur with these findings, please contact us.

Sincerely,

BOBBY D. FLEENOR
Assistant Director

BDF:DR
cc: Mary Smith
Attorney-at-Law

22 2252

69
35
34

Form 23
2M-4-65

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO
REPORT OF EXAMINER

Permit No. G-32415/222252
c/w &

This proof is for b/u - ~~22.52~~ cfs

In Water District No. _____

1. Name of applicant Kenneth Wood, Rexburg, Idaho

2. Source of water supply: ground-water

3. Location of point of diversion: Is in the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 8 ~~of Section~~

T. 5 N R. 41 E County of Madison

4. Describe works as they exist, giving dimensions and capacities of same:

PERMIT - well, pump and sprinkler system US Motors 600 HP 440 Volts
1800 RPM Ser# 1410020 Layne & Bowler Vertis-line pump
2500 GPM @ 1780 RPM Serial# D16935 16" discharge
to underground mainlines

5. Water is used for: irrigation

6. State whether or not water has been turned into works of diversion:

7. List legal subdivisions of lands to be irrigated. If proof is for beneficial use, give exact number of acres under cultivation in each forty-acre tract. (Describe manner and place of use if other than irrigation):

PERMIT - 5N-41E, Sec. 5 W $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ (263.52 acres)
6 NE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ (182.49 acres)
8 W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$ (200 acres)
9 NE, E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$ (274 acres) TOTAL - 920.01 acres

PROOF - same $V = (3.5 \times 920) = (7.27)(2)(210) = 3053.4$

17 lines @ 50 psi Average 32 heads

$Q = (6.01)(32)(17) / 450 = 7.27 \text{ cfs}$

(Submit map on attached plat, showing location and details of above description.)

8. What large stream would the water here appropriated finally reach?

Remarks:

land is planted in grain + Potatoes. About
160 acres of the farm is dry land farmed. According
to the aerial photo there are 971 irrigated
acres (permit for 920.01)

This examination was made on the 18 day of Aug, 1970

22 2252

(Signed)

[Signature]
Examiner.

myd
9-14-70

ASCS OFFICE - Rexburg
SCS OFFICE - Rexburg

~~may be duplicate~~
JTB

Permit No. G-32415/22-2252

Examination for c/w & b/u - 22.52 cfs

County Madison

Quantity: 22.52 Sec. 8' T. 5N' R. 41E

Source: ground-water

P.D.: NW $\frac{1}{2}$ NE $\frac{1}{2}$

Use: irrigation

~~Extension~~

~~Protest~~

~~Completion of Work~~

~~Other Rights~~

Filed: 6-28-65 Made: 6-7-68
Due: 6-28-70 Priority: 6-28-65

~~Draw~~

CHKD. JTB
19

INSTRUCTIONS TO EXAMINERS

1. Always carefully note the location of the point of diversion and accurately plat same.
2. When proof is for beneficial use, carefully check up the number of acres actually irrigated in each forty and accurately plat same.
3. Make a map showing the correct location of streams and ditches, and the irrigated lands, and any adjacent permanent landmarks, such as towns, lakes, large streams and public roads.
4. If any unusual conditions are discovered, make plain statement of them under remarks.
5. Always see the holder, if possible, and go over the whole ground with him and make your report only upon actual existing facts and conditions.
6. Give general characteristics of soils, topography, and crops raised.

22 2252

A128

G
142.6

H
114.4

A89
5.3

A
115.6

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE

REPORT OF EXAMINER

PERMIT NO. G-32415/22-2252

REPORT ON PROOF OF b/u - Kenneth Wood, Rexburg, Idaho

153.8

Sec 8

5.8

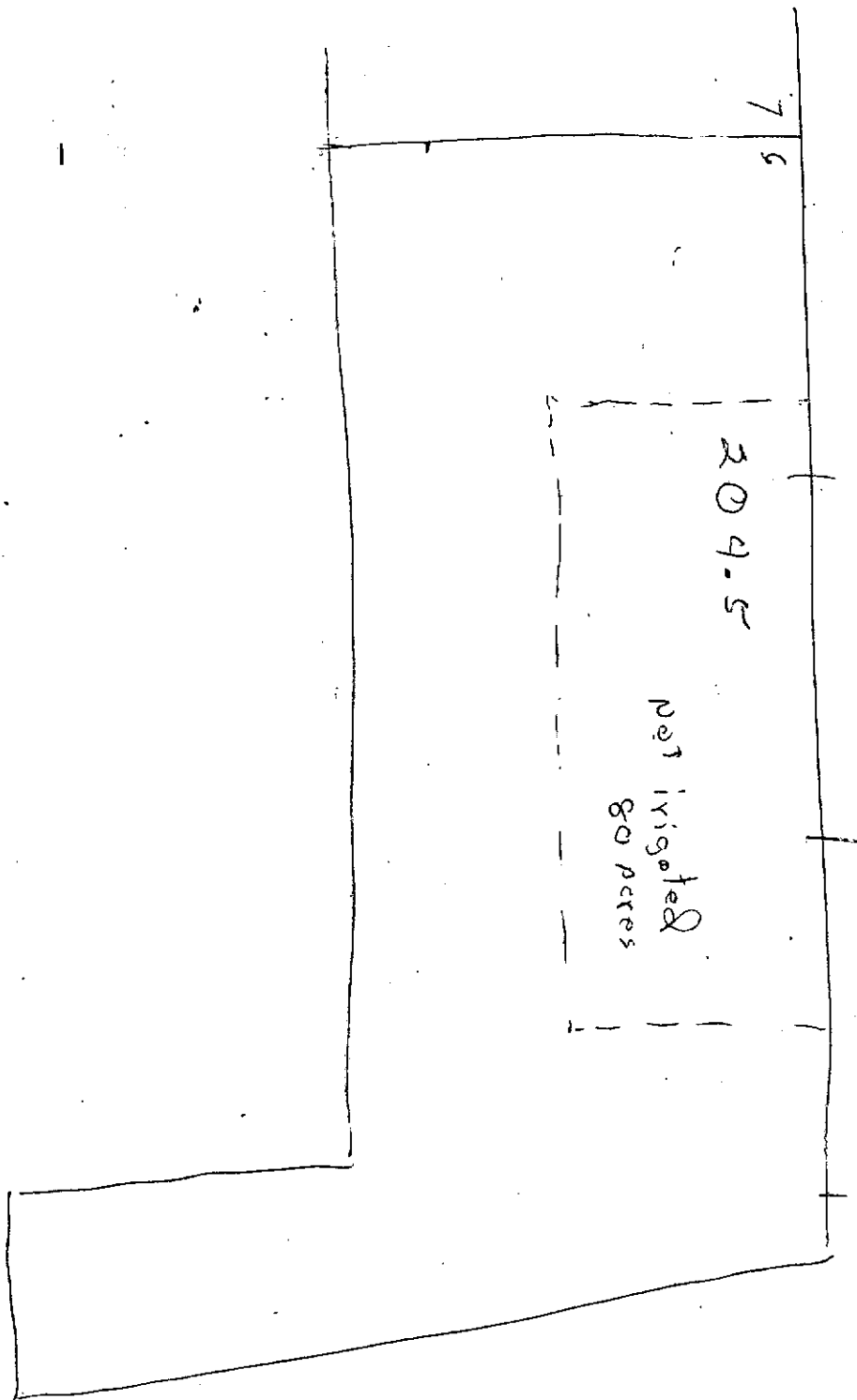
Sec 9

114.4

142.6

out
-20

22 2252



22 2252

615

615

615
718

615

355.8

not
irrigated
by well

Madison
 9. 32415

Ken Woods, Rexburg, Idaho
 Started drilling Dec. 12, 1966

Walt Cope driller
N 1/4 W 1/2 Sect 8-
Sup 5N-
Range 4E BM

RECEIVED

JAN 5 1968

I2-I2-66	0' to 4'	Soil.
	4' to 7'	Hard black lava.
I2-I3-66	7' to 11'	Hard black lava.
I2-I4-66	11' to 16'	Hard black lava.
I2-I5-66	16' to 22'	Hard black lava.
I2-I6-66	22' to 24'	Black lava.-- Went out Department of Reclamation at 11:15 a.m.
	24' to 30'	Clay.
	30' to 32'	Rock of some kind. Hopkins log showed lava. Drilling hard.
I2-I9-66	32' to 37'	Lava ash. Drilling slow.
I2-20-66	37' to 46'	Lava ash or ryalite.
I2-21-66	46' to 50'	Drilling good.
I2-22-66	50' to 55'	Brown ryalite.
I2-23-66	55' to 63'	Gray ryalite.
I2-28-66	63' to 69'	Gray ryalite.
I2-29-66	69' to 80'	Gray ryalite.
I2-30-66	80' to 89'	Gray ryalite.
I-2-67	89' to 95'	Gray ryalite. It's taking a lot of time going back and forth to the rig.
I-3-67	95' to 101'	Gray ryalite. Drilling fair. Run rope socket.
I-4-67	101' to 111'	Gray ryalite.
I-16-67	111' to 113'	Gray ryalite.
I-17-67	113' to 116'	Hard welded tuff.
I-18-67	116' to 119'	Hard gray welded tuff.
	119' to 131'	Clay.
	131' to 133'	Red clay.
I-19-67	133' to 140'	Clay, rock. Broke pin off the bit.
I-23-67		Brought fishing tools. Didn't have any luck.
I-24-67		Fished tools out. Took Ford truck to shop.
I-25-67		Have been hitched to the same ball and chain for 45 years today. Got started to drill.
	140' to 145'	Hard brown rock. May be welded tuff.

Examined
Morse

(2)

RECEIVED
JAN 5 1966

I-26-67	I45' to I50'	Hard brown rock. Hopkins has lava ash in his log.
I-27-67	I50' to I54'	Hard, brown tuff. Drilling slow. Worked 13½ hrs run rope socket.
I-28-67	I54' to I56'	Gray rock. Drilling slow, and rough. hole is 1 in. off.
I-30-67	I56' to I 160'	Hard lava. Shot hole three times. Came back a little bit. This welded tuff is Lava.
I-31-67	I60' to I68'	Brown ryalite, going better.
2-I-67	I68' to I75'	Lava ash. Drilling slow.
2-2-67	I75' to I84'	Lava ash. Drilling slow. The ground hog saw his shadow. He was doing what I wouldnt do to a dog.
2-3-67	I84' to I92' I92' to 200'	Brown ryalite. Clay and red rock. Worked 14 hrs.
2-4-67	200' to 206'	Ryalite and rock. Run rope socket. Drilling fair.
2-6-67	206' to 216'	Looks like lava. No water.
2-7-67	216' to 222' 222' to 255'	Lava. Water at 222'. Brown clay. Water at 222'
2-8-67	255' to 260'	Clay caving. Hard to stop.
2-10-67	260' -- se	Came back and ran casing, wouldnt go all the way.
2-11-67		Trjed to ream the hole, for 4 hrs.
2-13-67		Brought under digger bit. Worked to 11 p.m.
2-14-67		Chasing the dog with underdigger.
2-15-67		" " " " " " worked 6 hrs.
2-16-67		Came back, Roads bad. Got in at three P.M. Pulled the casing. Tore down the tools.
2-17-67		Ran the ripper all day.
2-18-67		Started at 7 a.m. Still running the ripper.
2-20-67		Got Pitman out off shop. Run ripper all day.
2-21-67		Run ripper.
2-22-67		Run ripper.
2-23-67		Run ripper and ran dummy.

22-2252

RECEIVED

JAN 5 1938

Department of Reclamation

2-24-67			Run casing.
2-25-67			Tried to drill, Hole caving. Need water.
2-27-67	269'	to 300'	Brown clay.
2-28-67	300'	to 330'	Soft clay. Caving.
3-1-67	330'	to 360'	Clay.
3-2-67	360'	to 370'	Blue clay.
3-3-67	370'	to 390'	Blue clay.
3-4-67	390'	to 395'	Clay .
	395'	to 400'	Sand.
3-6-67			Put in 41' of casing.
3-7-67			Cleaned out hole and made 5'. I have a boulder down the hole. 395' to 400' sand,
3-8-67	400'	to 415'	Hard blue clay. I think I might be by the Boulder.
3-9-67	415'	to 425'	Yellow clay.
	425'	to 435'	Brown clay.
	435'	to 440'	Yellow clay.
	440'	to 464'	Brown clay.
3-10-67	460'	to 465'	Yellow clay. Put in 25' of casing.
3-11-67	465'	to 470'	Brown clay.
3-13-67	470'	to 480'	Sticky red clay.
3-14-67	480'	to 486'	Pink clay. Having a hare time getting mud out and making any headway.
3-15-67	486'	to 490'	Had to quit and go after a 16" bit. Got some iron in the hole. Clay, I guess.
3-16-67	490'	to 495'	Still pounding iron. Going some.
3-17-67	495'	to 500'	Clay. Drilling on same kind of iron. Going better.
3-18-67	500'	to 516'	White clay. Had to drive casing, bent end of pin.
3-20-67	510'	to 515'	White clay.
3-21-67	515'	to 535'	White clay.
3-22-67	535'	to 540'	White clay.
3-23-67	540'	to 543'	Fishing and running casing.
3-29-67	535'	to 550'	Started to drill. Yellow clay.
3-30-67	550'	to 570'	Yellow clay.

22-2252

RECEIVED

JAN 5 1933

Department of Reclamation

3-31-67	570'	to	575'	White clay.
4-1-67	575'	to	595'	Brown clay.
4-3-67	595'	to	615'	Brown clay.
4-4-67	615'	to	635'	Brown and blue clay.
4-5-67	635'	to	650'	Brown clay and just a little shale.
4-6-67	650'	to	657'	Rock, ryalite. Drilling good, Lost Bit.
4-12-67	6657'	to	666'	Soft ryalite.
4-13-67	666'	to	677'	Soft ryalite.
4-14-67	677'	to	682'	Hard rock or cinders. Caving. Drilling slow.
4-15-67	682'	to	693'	Cinders, looks like decayed obatein. There are a lot of Black crystals.
4-16-67	693'	to	697'	Cinders. Drilling slow.
4-17-67	697'	to	706'	Gray cinders.
	706'	to	715'	Some red cinders. Looks like some water.
4-18-67	715'	to	725'	Gray cinders.
	725'	to	740'	Ryalite rock soft.
4-19-67	740'	to	745'	Soft red and gray cinders. Caving.
4-20-67	745'	to	752'	Hard broken rock. Drilling slow.
4-21-67	752'	to	767'	Red and gray cinders, Caving, More water.
4-22-67	767'	to	773'	Cinders. Mountain side slide, shale and quartz covering. Caving bad.
4-23-67	773'	to	775'	Still caving bad.
4-24-67	775'	to	790'	Has stopped caving, looks like ryalite cinders.
4-25-67	790'	to	803'	Ryalite, rock covering.
4-26-67	803'	to	819'	A little different formation. More white ryalite. Looks like more water.
4-27-67	819'	to	830'	Same kind of rock, Look like more water.
4-28-67	830'	to	837'	Looks like hard red lava.
4-29-67	837'	to	840'	Hard red rock. No cuttings.

Quit Drilling 840'. Water stands at 508'

14" casing set at 763'

16" casing set at 496'

There was some water all the way along.

22-2252

MICHAUD FLATS

Well 9

FORMATIONS AND SAMPLED LOG

MICHAUD FLATS

Well 9

FORMATIONS AND SAMPLED LOG

Well 9

FORMATIONS AND SAMPLED LOG

SHOT 2

205.0-206.5	1.5	BROWN CLAY	20-207.5
206.5-210.5	4.0	BROWN AND GRAY CLAY, SAND AND GRAVEL	21-209.5
210.5-213.0	2.5	GRAVEL IN BROWN AND GRAY CLAY MATRIX	
213.0-214.0	1.0	BROWN CLAY	
214.0-215.0	1.0	BLACK FINE TO MEDIUM SAND	22-214.5
215.0-217.0	2.0	BLACK FINE TO MEDIUM SAND, SILT AND GRAY CLAY	23-216.5
217.0-222.0	6.0	BROWN AND GRAY CLAY	
222.0-224.5	1.5	BROWN AND GRAY CLAY, SAND AND FINE GRAVEL	
224.5-225.0	0.5	BROWN FINE SILTY, CLAYY SAND AND GRAVEL	24-225.0
225.0-227.5	2.5	ALTERNATING FINE AND COARSE SAND AND CLAY BOSS THIN	
227.5-230.5	3.0	ASH, CLAY, BASALT BOBBLES	
230.5-257.0	26.5	BASALT AND GRAY CLAY	
257.0-261.0	4.0	ALTERNATING BEDS OF ASH, SANDY GRAY AND BROWN CLAY	25-262.5
261.0-266.5	5.5	THIN ALTERNATING BEDS OF BROWN SOFT SILTSTONE, SILTY CLAY, QUARTZ SAND, SMALL GYP CONCRETIONS IN LOWER 4 FEET	26-264.5
266.5-271.0	4.5	SIMILAR TO ABOVE BUT WITH GRAVEL UP TO 1"	27-265.5
271.0-302.5	11.5	" " " " MORE BROWN SILTY CLAY	28-270.5
302.5-307.5	5.0	BROWN SILTY TO SANDY CLAY	29-281.8
307.5-314.0	6.0	ASH, CLAYY SAND AND SANDY CLAY	30-286.0
314.0-318.5	4.5	INDURATED ASH AND COARSE SAND	31-290
318.5-322.5	5.0	MEDIUM SAND TO 1/2" GRAVEL	32-301
322.5-324.5	4.0	BROWN SANDY CLAY	33-303
			34-311
			35-314.5
			36-319.0
			37-322.0
			38-324.5

Notice Of Collection of
Legal Notice Published
Under The Provisions of
Sections 42-214, 42-217, Idaho
Code

Notice is hereby given that the legal notice printed in the Rexburg Standard on April 30, May 7, 14, and 21, 1968, showing that Kenneth Wood was to make proof of completion of works and beneficial use of water June 7, 1968, on Permit No. G-32415 was in error. The place of use was given as $W\frac{1}{2}NE\frac{1}{4}$, $W\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, Sec. 5; $NE\frac{1}{4}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$, Sec. 6; $W\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, $NW\frac{1}{4}$, Sec. 8; $S\frac{1}{2}NE\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, Sec. 9; T. 5-N, R. 41 E, B.M., and $SW\frac{1}{4}$, Sec. 32, T. 6 N, R. 41 E, B.M.; whereas, the actual place of use is $W\frac{1}{2}NE\frac{1}{4}$, $W\frac{1}{2}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, Sec. 5; $NE\frac{1}{4}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$, Sec. 6; $W\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, Sec. 8; $NE\frac{1}{4}NE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, Sec. 9, T. 5 N, R. 41 E, B.M.

That any protests against the approval of the depositions made June 7, 1968, must be filed at the Department of Reclamation, Boise, Idaho, within forty (40) days from the date of this notice, and such protest shall state

the name and address of the protestant and shall clearly set forth his objection to the approval of said proof of completion of works and beneficial use of water.

Dated this 23rd day of August, 1968.

R. KEITH HIGGINSON
State Reclamation Eng.

Date of First Publication:

Aug. 29, 1968

Date of Last Publication:

Sept. 5, 1968

Last Date of Protest:

October 2, 1968.

**NOTICE OF PROOF OF
COMPLETION OF WORKS
AND APPLICATION OF
WATER TO BENEFICIAL USE**

Notice is hereby given that on June 7th, 1968 at Rexburg, County of Madison, State of Idaho, before notary public W. B. Kennedy, 5 W. 1 S., Rexburg, Idaho, proof will be submitted of the completion of works for the diversion of 22.52 c.f.s. of the waters of a subterranean source, and the application to beneficial use of said water, in accordance with the terms and conditions of permit G-32415, heretofore issued by the Department of Reclamation of the State of Idaho.

1. The name and address of permit holder is Kenneth Wood, Rexburg, Idaho.

2. Said works of diversion will be fully completed on the date for such completion, and the amount of water which said works are capable of conveying to the place of use is 22.52 cubic feet

per second.

3. The use to which said water has been applied is irrigation purposes, and the amount applied to beneficial use is 22.52 c.f.s.

4. The point of diversion of said water is SW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 5; NW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 8; T. 5 N, R. 41 E, B.M., Madison County.

5. The place where said water is used is W $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 5; NE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 6; W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, Sec. 8; S $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, Sec. 9; T. 5 N, R. 41 E, B.M. and SW $\frac{1}{4}$, Sec. 32, T. 6 N, R. 41 E, B.M.

6. The date of priority which said user is prepared to establish is June 28, 1965.

R. KEITH HIGGINSON

State Reclamation Engineer
(Publ. April 30, May 7, 14,
21, 1968)

September 25, 1968

Re: Permit No. G-32415

Kenneth Wood
Rexburg, Idaho 83440

Dear Mr. Wood:

We acknowledge receipt of the depositions and affidavit of publication in the Rexburg Journal, Rexburg, Idaho, submitted as proof of completion of works and beneficial use on Permit No. G-32415.

Before a water license can be issued, a field examination must be made by a representative of this department. We cannot tell just when this examination will be made, but our field examiner will try to contact you at the time he makes the examination so that you may show him the system.

Very truly yours,

C. Stephen Allred
Assistant State Reclamation
Engineer

CSA:tg

32415

RECEIVED

SEP 24 1968

Department of Reclamation

W. B. KENNEDY

ATTORNEY AT LAW

5 WEST 1ST SOUTH

REXBURG, IDAHO

PHONE 386-5787

September 23, 1968

Donald W. McEldowney
Appropriation Examiner
Department of Reclamation
State House - Annex 2
Boise, Idaho

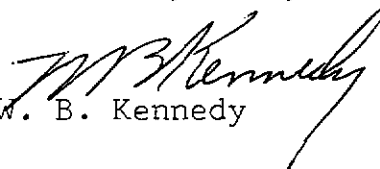
Re: Permit No. G-32415
Kenneth Wood

Dear Mr. McEldowney:

I enclose herewith the Affidavit of Publication of Notice
of Correction in this matter.

I trust all is in good order, and the Permit may be finally
approved.

Yours very truly,


W. B. Kennedy

WBK/j
Encl:

32415-

RECEIVED

SEP 24 1968

Department of Reclamation

The REXBURG STANDARD and
The REXBURG JOURNAL
REXBURG, IDAHO

Affidavit of Publication

STATE OF IDAHO }
County of Madison } ss.

I, Annette Porter,
being first duly sworn, depose and say,
that I am the printer of THE REXBURG

Journal, a newspaper printed and
published weekly at Rexburg, Madison
County, Idaho; and I do solemnly swear
that the

NOTICE OF CORRECTION

a copy of which notice appears attached
hereto, was published in the regular and
entire issue of said newspaper, and not in

any supplement issue thereof for two
consecutive issues, the first publication hav-

ing been made on Aug. 29, 1968
and the last publication having been made

on Sept. 5, 1968

Further, that said newspaper is one of
general circulation in said county; that it
is a legal newspaper, conforming to legal
specifications under the Idaho Statutes; that
it has at least two hundred bona fide sub-
scribers living within the county of publica-
tion; and that it has been continuously and
uninterruptedly published in said county dur-
a period of seventy-eight consecutive weeks
prior to the first publication of the said not-
ice.

Annette Porter

~~~~~

Subscribed to and sworn to before me

this 5th day of September, 1968

*John C. Porter*

Notary Public.

(SEAL)

My commission expires 5-24-72

Notice Of Correction of  
Legal Notice Published  
Under The Provisions of  
Sections 42-214, 42-217, Idaho  
Code

Notice is hereby given that the  
legal notice printed in the Rex-  
burg Standard on April 30, May  
7, 14, and 21, 1968, showing  
that Kenneth Wood was to make  
proof of completion of works  
and beneficial use of water June  
7, 1968, on Permit No. G-32415  
was in error. The place of use  
was given as W $\frac{1}{2}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ -  
NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ , Sec. 5;  
NE $\frac{1}{4}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ -  
NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ -  
SE $\frac{1}{4}$ , Sec. 6; W $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ -  
NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , Sec. 8; S $\frac{1}{2}$ NE $\frac{1}{4}$ ,  
S  $\frac{1}{2}$ NW $\frac{1}{4}$ , Sec. 9; T. 5 N, R. 41  
E, B.M., and SW $\frac{1}{4}$ , Sec. 32, T.  
6 N, R. 41 E, B.M.; whereas, the  
actual place of use is W $\frac{1}{2}$ NE $\frac{1}{4}$ ,  
W $\frac{1}{2}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ ,  
Sec. 5; NE $\frac{1}{4}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ ,  
W $\frac{1}{2}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ -  
SE $\frac{1}{4}$ , Sec. 6; W $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ -  
NE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , Sec. 8; NE $\frac{1}{4}$ ,  
NE $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , Sec. 9,  
T. 5 N, R. 41 E, B.M.

That any protests against the  
approval of the depositions made  
June 7, 1968, must be filed at  
the Department of Reclamation,  
Boise, Idaho, within forty (40)  
days from the date of this not-  
ice, and such protest shall state

the name and address of the pro-  
testant and shall clearly set forth  
his objection to the approval of  
said proof of completion of  
works and beneficial use of wa-  
ter.

Dated this 23rd day of August,  
1968.

R. KEITH HIGGINSON  
State Reclamation Eng.

Date of First Publication:

Aug. 29, 1968

Date of Last Publication:

Sept. 5, 1968

Last Date of Protest:

October 2, 1968.

32415

RECEIVED

SEP 4 1968

Department of Reclamation

NOTICE OF CORRECTION OF LEGAL NOTICE PUBLISHED UNDER THE  
PROVISIONS OF SECTIONS 42-214, 42-217, IDAHO CODE

Notice is hereby given that the legal notice printed in the Rexburg Standard on April 30, May 7, 14, and 21, 1968, showing that Kenneth Wood was to make proof of completion of works and beneficial use of water June 7, 1968, on Permit No. G-32415 was in error. The place of use was given as  $W\frac{1}{2}NE\frac{1}{4}$ ,  $W\frac{1}{2}NW\frac{1}{4}$ ,  $SW\frac{1}{4}$ ,  $W\frac{1}{2}SE\frac{1}{4}$ , Sec. 5;  $NE\frac{1}{4}NE\frac{1}{4}$ ,  $SW\frac{1}{4}NE\frac{1}{4}$ ,  $W\frac{1}{2}NW\frac{1}{4}$ ,  $SE\frac{1}{4}NW\frac{1}{4}$ ,  $NE\frac{1}{4}SE\frac{1}{4}$ , Sec. 6;  $W\frac{1}{2}NE\frac{1}{4}$ ,  $SE\frac{1}{4}NE\frac{1}{4}$ ,  $NW\frac{1}{4}$ , Sec. 8;  $S\frac{1}{2}NE\frac{1}{4}$ ,  $S\frac{1}{2}NW\frac{1}{4}$ , Sec. 9, T. 5 N, R. 41 E, B.M. and  $SW\frac{1}{4}$ , Sec. 32, T. 6 N, R. 41 E, B.M.; whereas, the actual place of use is  $W\frac{1}{2}NE\frac{1}{4}$ ,  $W\frac{1}{2}NW\frac{1}{4}$ ,  $N\frac{1}{2}SW\frac{1}{4}$ ,  $W\frac{1}{2}SE\frac{1}{4}$ , Sec. 5;  $NE\frac{1}{4}NE\frac{1}{4}$ ,  $SW\frac{1}{4}NE\frac{1}{4}$ ,  $W\frac{1}{2}NW\frac{1}{4}$ ,  $SE\frac{1}{4}NW\frac{1}{4}$ ,  $NE\frac{1}{4}SE\frac{1}{4}$ , Sec. 6;  $W\frac{1}{2}NE\frac{1}{4}$ ,  $SE\frac{1}{4}NE\frac{1}{4}$ ,  $S\frac{1}{2}NW\frac{1}{4}$ , Sec. 8;  $NE\frac{1}{4}$ ,  $NE\frac{1}{4}NW\frac{1}{4}$ ,  $S\frac{1}{2}NW\frac{1}{4}$ , Sec. 9, T. 5 N, R. 41 E, B.M.

That any protests against the approval of the depositions made June 7, 1968, must be filed at the Department of Reclamation, Boise, Idaho, within forty (40) days from the date of this notice, and such protest shall state the name and address of the protestant and shall clearly set forth his objection to the approval of said proof of completion of works and beneficial use of water.

Dated this 23rd day of August, 1968.

R. KEITH HIGGINSON  
State Reclamation Engineer

Date of First Publication Aug 29, 1968

Date of Last Publication Sept 5, 1968

Last Date of Protest- October 2, 1968

G 32415

August 23, 1968

Re: Permit No. G-32415  
Kenneth Wood

The Rexburg Standard  
Rexburg, Idaho 83440

Gentlemen:

Enclosed is a legal notice which is to be published once a week for two consecutive weeks. Insert the dates of first and last publication on one copy and return to us along with a galley proof for proofing.

The cost of the publication is to be paid by Mr. Kenneth Wood, Rexburg, Idaho. Please send the bill and the affidavit of publication to him, and he will forward the affidavit to this department.

Very truly yours,

Donald W. McEldowney  
Appropriation Examiner

DWM:tg

cc: Kenneth Wood

Enc: legal notice (2 copies)

8 32415

RECEIVED

AUG 22 1968

Department of Reclamation

(This completed form authorizes the Department of Reclamation to publish the required notice at your expense.)

State Reclamation Engineer:

You are hereby authorized to have the attached notice published at my expense in the Rexburg Standard of Rexburg, Idaho 83440; published in the county in which the works are situated.

x Kenneth Hood  
(signature)

Rexburg, Idaho  
(address)

August 21, 1968  
(date)

In case of canals or other works designed to divert and carry more than 50 cubic feet of water per second, the following certificate must be signed by a well known and competent engineer when proof is for completion of works.

I hereby certify that the facts set forth in the attached notice are true.

\_\_\_\_\_  
Engineer

832415

August 21, 1968

RE: Permit G-32415

Kenneth Wood  
Rexburg, Idaho 83440

Dear Mr. Woods:

Enclosed herewith is a copy of the application for amendment you submitted to this office for approval. We have recorded the same under the above referenced permit.

Departmental Receipt No. W-455 in the amount of \$5.00 is enclosed also. This amount covers the recording fee.

Very truly yours,

M. RUSSELL BOSCH  
Administrative Assistant

MRB:ejw

Enclosures

32415

The REXBURG STANDARD and  
The REXBURG JOURNAL  
REXBURG, IDAHO

**Affidavit of Publication**

STATE OF IDAHO }  
County of Madison } ss.

I, Annette Porter,  
being first duly sworn, depose and say,  
that I am the printer of THE REXBURG

Standard, a newspaper printed and  
published weekly at Rexburg, Madison  
County, Idaho; and I do solemnly swear  
that the

**Notice of Proof of Completion**

a copy of which notice appears attached  
hereto, was published in the regular and  
entire issue of said newspaper, and not in

any supplement issue thereof for four  
consecutive issues, the first publication hav-

ing been made on April 30, 1968  
and the last publication having been made

on May 21, 1968

Further, that said newspaper is one of  
general circulation in said county; that it  
is a legal newspaper, conforming to legal  
specifications under the Idaho Statutes; that  
it has at least two hundred bona fide sub-  
scribers living within the county of publica-  
tion; and that it has been continuously and  
uninterruptedly published in said county dur-  
a period of seventy-eight consecutive weeks  
prior to the first publication of the said no-  
tice.

*Annette Porter*

Subscribed to, and sworn to before me  
this 21st day of May, 1968

*John C. Porter*  
Notary Public.  
(SEAL)

My commission expires 6-5-68

RECEIVED

AUG 14 1968

Department of Reclamation

**NOTICE OF PROOF OF  
COMPLETION OF WORKS  
AND APPLICATION OF  
WATER TO BENEFICIAL USE**

Notice is hereby given that on  
June 7th, 1968 at Rexburg, Coun-  
ty of Madison, State of Idaho,  
before notary public W. B. Ken-  
nedy, 5 W. 1 S., Rexburg, Idaho,  
proof will be submitted of the  
completion of works for the di-  
version of 22.52 c.f.s. of the wa-  
ters of a subterranean source,  
and the application to beneficial  
use of said water, in accordance  
with the terms and conditions of  
permit G-32415, heretofore is-  
sued by the Department of Re-  
clamation of the State of Idaho.

1. The name and address of  
permit holder is Kenneth Wood,  
Rexburg, Idaho, hobbying  
2. Said works of diversion will  
be fully completed on the date  
for such completion, and the a-  
mount of water which said works  
are capable of conveying to the  
place of use is 22.52 cubic feet

per second.

3. The use to which said water  
has been applied is irrigation  
purposes, and the amount ap-  
plied to beneficial use is 22.52  
c.f.s.

4. The point of diversion of  
said water is SW $\frac{1}{4}$ NW $\frac{1}{4}$ , Sec.  
5; NW $\frac{1}{4}$ NE $\frac{1}{4}$ , Sec. 8; T. 5 N,  
R. 41 E., B.M., Madison County.

5. The place where said water  
is used is W $\frac{1}{2}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ NW $\frac{1}{4}$ ,  
SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ , Sec. 5; NE $\frac{1}{4}$ ,  
SW $\frac{1}{4}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ NW $\frac{1}{4}$ ,  
SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ , Sec. 6;  
W $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ ,  
Sec. 8; S $\frac{1}{2}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , Sec.  
9; T. 5 N, R. 41 E., B.M. and  
SW $\frac{1}{4}$  Sec. 32, T. 6 N, R. 41 E.,  
B.M.

6. The date of priority which  
said user is prepared to estab-  
lish is June 28, 1965.

R. KEITH HIGGINSON  
State Reclamation Engineer  
(Publ. April 30, May 7, 14,  
21, 1968)

32415

STATE OF IDAHO  
DEPARTMENT OF RECLAMATION

Boise, Idaho

Permit No. \_\_\_\_\_

\* \* \* \* \*

PROOF OF APPLICATION OF WATER TO BENEFICIAL USE  
and Completion of Works

DEPOSITION OF HOLDER

Ques. 1. State your name, residence occupation and postoffice address: \_\_\_\_\_

Kenneth Wood, farmer, Rexburg, Idaho.

Ques. 2. If acting in behalf of corporation, state its name, principal place of business (if foreign corporation, give name of postoffice of statutory agent), your position with reference to same, and your authority for appearing in its behalf: \_\_\_\_\_

Ques. 3. State number, approval date of permit, and date of priority: \_\_\_\_\_

G-32415, ~~XXXXXXXXXXXX~~ June 28, 1965

Ques. 4. State source of water supply: ground Subterranean

Give location of point of diversion, showing subdivision, section, township and range

NW $\frac{1}{4}$ NE $\frac{1}{4}$ , Sec. 8, T. 5 N., R. 41 E. B. M. OK per amendment

Ques. 5. Describe your works of diversion: Well and pump.

\_\_\_\_\_; state amount of water they are capable of conveying from point of diversion to place of use: 6000 GPM; Give name of canal or ditch or other works by which water is conducted to such place of use: \_\_\_\_\_

\_\_\_\_\_; if a well, state depth of well 840 ft.; depth and size of casing 763 ft. of 16 & 14 inch.; depth to water 508 ft.; if pump is used,

state discharge of pump: 2500 GPM; tell how it was measured or determined \_\_\_\_\_

standard measuring device; if sprinkler irrigation, give number and size

of nozzles and operating pressure: 528 5/32" - 80 11/64" - 35 to 125 lbs.

Ques. 6. State for what purpose water is used: irrigation

(If for irrigation, name each subdivision in which used and number of acres in each subdivision that have actually been irrigated with said water: \_\_\_\_\_)

Sec. 5 - 263.52 acres as per the Application For Amendment - Sec. 6 - 182.49 acres as per the Application For Amendment - Sec. 8 - 200 acres as per the Application For Amendment - Sec. 9 - 274.00 acres as per the Application For Amendment.

RECEIVED  
AUG 14 1968  
Department of Reclamation

EVA M  
TYPED -  
6-16-78  
J. R. P. [unclear]  
[unclear]

632415

State nature of all improvements which have been made as a direct result of said use:  
From dry farming to irrigated farming.

Ques. 6-a: If this is a ground water permit, give name and address of person that drilled  
the well: Cope Drilling & Pump Co., Lindsay Blvd., Idaho Falls, Idaho

Ques. 7. If for other than irrigation purposes, show full legal description of place  
of use and state purpose for which water is used:

Ques. 8: If you are not the person or representative of the corporation to whom above  
mentioned permit was originally issued, please state how ownership was acquired by  
present holder:

Quest. 9: State when and in what amount the water diverted under above mentioned permit  
has been first used: 6/15/67 2500 GPM - Time used since first use:

Throughout irrigation season of 1967, from 5/15/67 to 10/30/67, also  
from June 4th, 1968, to date.

Ques. 10. Describe all other water rights appurtenant to same place of use:

None

(sign)

Kenneth Hood

\*\*\*\*\*

I hereby certify that the foregoing testimony was read to the above  
subscribed, before its signing, that I believe him to be the person he represents him-  
self to be, and that said testimony was subscribed and sworn to before me, at my office in

Rexburg, , County of Madison

State of Idaho, on this 7th day of June , A. D. 1968

W B Kennedy  
Notary Public for Idaho

My commission expires: 2/22/70

632415

STATE OF IDAHO  
DEPARTMENT OF RECLAMATION

Boise, Idaho

Permit No. G-32415

\*\*\*\*\*

RECEIVED  
AUG 14 1968  
Department of Reclamation

PROOF OF APPLICATION OF WATER TO BENEFICIAL USE  
and Completion of Works

DEPOSITION OF WITNESS

The deposition of two witnesses on this form, taken separately, required in each case.

Ques. 1 State your name, age, residence, occupation and postoffice address:

Howard Jensen, over majority, farmer, Rexburg, Idaho.

Ques. 2 Are you acquainted with Kenneth Wood, the holder of  
Permit No. G-32415? How long have you known him and where does he reside?

Yes - Known him over two years he resides at Rexburg, Idaho

Ques. 3. Have you read or heard said Permit No. G-32415 read, and are you familiar  
with its provisions and conditions: Yes X No.         

Ques. 4. State source of water supply: Ground Subterranean

Give location of place of diversion, showing subdivision, section, township and range

NW $\frac{1}{4}$ NE $\frac{1}{4}$ , Sec. 8, T. 5N. R. 41E.B.M.

OK pending amendment

Describe works for conveying water to place of use:         

Well, pump, mainline and sprinkling system.

Ques. 5. How many second feet of water do you estimate said works will safely conduct  
to place of use: 6000 GPM How much water have you seen being so  
conveyed? 2500 GPM

Ques. 6 If for irrigation, show number of acres irrigated in each subdivision, giving  
full legal description:

Sec. 5 - 263.52 acres ; Sec. 6 - 182.49 acres; Sec. 8 - 200 acres;

Sec. 9 - 274 acres.

B32415

Ques. 7. If for other than irrigation purposes, show full legal description of place of use, and state purpose for which water is used.

Ques. 8. (If for irrigation) state character of land that has been reclaimed, and give your estimate of the amount of water required for its profitable cultivation. All that the system is presently pumping and sprinkling - at least 2500 GPM, or 1 miners inch per acre, whichever is greater.

Ques. 9. Have you any ownership interest in the works, water or lands above mentioned? If so, in what way and to what extent? No

Ques. 10. When did you first see this water used? May 15, 1967  
Other times you have seen such use: Throughout irrigation season of 1967 and from June 4th or 5th, 1968 to date.

(Signed):

Harold Jensen

\*\*\*\*\*

I hereby certify that the foregoing testimony was read to the above subscriber before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me in

Rexburg, County of Madison, State of Idaho, on this 7th day of June, A. D. 19 68

W B Kennedy

Notary Public for the State of Idaho

Residing Rexburg, Idaho

My commission expires 2/22/70

B32415

STATE OF IDAHO  
DEPARTMENT OF RECLAMATION

Boise, Idaho

Permit No. G032415

\* \* \* \* \*

RECEIVED  
AUG 14 1968  
Department of Reclamation

PROOF OF APPLICATION OF WATER TO BENEFICIAL USE  
and Completion of Works

DEPOSITION OF WITNESS

The deposition of two witnesses on this form, taken separately, required in each case.

Ques. 1 State your name, age, residence, occupation and postoffice address:

Lawrence Jensen, over majority, farmer, Rexburg, Idaho.

Ques. 2 Are you acquainted with Kenneth Wood, the holder of  
Permit No. G-32415? How long have you known him and where does he reside?

I am acquainted with and have known him for over two years. Rexburg, Idaho.

Ques. 3. Have you read or heard said Permit No. G32415 read, and are you familiar  
with its provisions and conditions: Yes X No.         

Ques. 4. State source of water supply: Ground Subterranean

Give location of place of diversion, showing subdivision, section, township and range

NW $\frac{1}{4}$  NE $\frac{1}{4}$ , Sec. 8, T. 5 N., R. 41 E. B. M. OK per amendment

Describe works for conveying water to place of use:         

Well, pump, mainline and sprinkling system.

Ques. 5. How many second feet of water do you estimate said works will safely conduct  
to place of use: 6000 G. P. M. How much water have you seen being so  
conveyed? 2500 G.P.M.

Ques. 6 If for irrigation, show number of acres irrigated in each subdivision, giving  
full legal description:

Sec. 5 - 263.52 acres : Sec. 6 - 182.49 acres: Sec. 8 - 200 acres:

Sec. 9 - 274 acres.

G 3.2415

Ques. 7. If for other than irrigation purposes, show full legal description of place of use, and state purpose for which water is used.

Ques. 8. (If for irrigation) state character of land that has been reclaimed, and give your estimate of the amount of water required for its profitable cultivation.

All that the system is presently pumping and sprinkling - at least 2500 GPM, or in excess thereof. Certainly a minimum of 1 miners inch per a.

Ques. 9. Have you any ownership interest in the works, water or lands above mentioned? If so, in what way and to what extent? No

Ques. 10. When did you first see this water used? May 15. 1967

Other times you have seen such use: Throughout irrigation season of 1967 and from June 4th or 5th. 1968, to date.

(Signed):

Laurence Jensen

\*\*\*\*\*

I hereby certify that the foregoing testimony was read to the above subscriber before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me in

Rexburg, County of Madison, State of Idaho, on this 7th day of June, A. D. 1968

W B Kennedy  
Notary Public for the State of Idaho  
Residing Rexburg, Idaho

My commission expires 2/22/70

32415

**W. B. KENNEDY**

ATTORNEY AT LAW

5 WEST 1ST SOUTH

REXBURG, IDAHO

PHONE 356-5787

July 26, 1968

RECEIVED

JUL 29 1968

Department of Reclamation

Donald W. McEldowney  
Appropriation Examiner  
Department of Reclamation  
Statehouse - Annex 2  
Boise, Idaho

Re: Permit No. G-32415 - Kenneth Wood

Dear Mr. McEldowney:

Thank you for your letter of June 18th, with the enclosures, which had been misplaced and just recently found. I will send you the completed depositions and affidavit of publication from the Rexburg Journal, together with the application for amendment. I presume that your office forwards the necessary correction notice to the Rexburg Journal for publication.

Sorry that this has taken so long, but now we hope to complete it as quickly as possible.

Proofs and amendment application will follow.

Yours very truly,

  
W. B. Kennedy

WBK/j

G32415

**W. B. KENNEDY**

ATTORNEY AT LAW

5 WEST 1ST SOUTH

REXBURG, IDAHO

PHONE 356-5787

July 18, 1968

RECEIVED

JUL 22 1968

Department of Reclamation

State of Idaho  
Dept. of Reclamation  
State House Annex 2  
Boise, Idaho

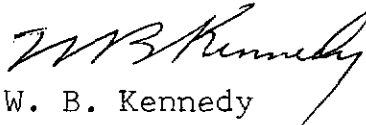
Re: Permit No. G-32415  
Kenneth Wood, Rexburg, Ida.

Dear Sir:

Please refer to my letter of June 13th, and send me  
the Application for Amendment.

Thank you.

Very truly yours,

  
W. B. Kennedy

WBK/j

§32415

June 18, 1968

Re: Permit No. G-32415  
Kenneth Wood

W. B. Kennedy  
Attorney At Law  
5 West 1st South  
Rexburg, Idaho 83440

Dear Mr. Kennedy:

Pursuant to your letter of June 13, 1968, we are forwarding an application for amendment form for your use. Please be advised that if the depositions have been completed on June 7, 1968, the date set for completion, you may submit the depositions and affidavit of publication from the Rexburg Journal. We will accept them as soon as the amendment is approved and advertising has been completed in the Rexburg Journal for a correction notice and the period for protest has passed.

If the depositions have not been made please inform us of the fact and we will supply you with forms to re-submit the proof.

We would appreciate your informing us of your intentions in this matter.

Very truly yours,

Donald W. McEldowney  
Appropriation Examiner

DWM:DJ

Enc: App. for amendment

32415

**W. B. KENNEDY**

ATTORNEY AT LAW

5 WEST 1ST SOUTH

REXBURG, IDAHO

PHONE 356-5787

June 13, 1968

RECEIVED  
JUN 17 1968  
Department of Reclamation

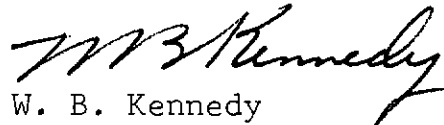
State of Idaho  
Dept. of Reclamation  
State House Annex 2  
Boise, Idaho

Re: Permit No. G-32415  
Kenneth Wood, REXBURG, Ida.

Dear Sir:

Please send me Application for Amendment. I had not handled the initial procurement of this permit, and the fact that the permit covered land no longer owned by Mr. Wood, nor cultivated by him, was not discovered by me until the day before the final hearing. I presume that we will have to make this Amendment and advertise the Notice of Hearing of the final proof all over again.

Yours very truly,

  
W. B. Kennedy

WBK/j

32415

Re: Permit No. G-32415

April 24, 1968

Kenneth Wood  
52 South 2nd West  
Rexburg, Idaho 83440

Dear Mr. Wood:

This acknowledges receipt of the notice of intent to make proof of completion of works and application of water to beneficial use for permit No. G-32415.

We have mailed the notice to the Rexburg Journal to be published once a week for four consecutive weeks prior to June 7, 1968, which is the hearing date when the permit holder Kenneth Wood

and two disinterested witnesses must appear before W. B. Kennedy, notary public, to complete the enclosed depositions. The witnesses must be familiar with the works and permit.

After the hearing, the depositions and an affidavit of publication must be submitted to this office. The affidavit may be obtained from the newspaper when the advertising bill is paid by Kenneth Wood. Be sure all the forms have the notary's seal and are signed. Please feel free to contact us if we may be of any assistance.

Very truly yours,

Donald W. McEldowney  
Appropriation Examiner

DWM:dj

Enc: Depositions

cc: Notary

G32415

April 24, 1968

Re: Permit No. G-32415  
Kenneth Wood

Rexburg Journal  
Rexburg, Idaho 83440

Gentlemen:

Enclosed is a legal notice which we wish to have published for four consecutive weeks prior to June 7, 1968,. The expense of the publication is to paid by Kenneth Wood, 52 South 2nd West, Rexburg, Idaho

to whom you should furnish the affidavit of publication on or before the above date. Please acknowledge receipt of this notice by furnishing this office with a tear sheet for checking prior to the first publication.

Very truly yours,

Donald W. McEldowney  
Appropriation Examiner

DWM:dj

Enc: Legal Notice

32415

RECEIVED

APR 19 1968

NOTICE OF PROOF OF COMPLETION OF WORKS AND  
APPLICATION OF WATER TO BENEFICIAL USE

Department of Reclamation

Notice is hereby given that on June 7th, 1968, at ~~XXXXXXX~~ Rexburg,  
County of Madison, State of Idaho, before notary public (name & address) \_\_\_\_\_  
W.B.Kennedy, 5 W 1 S, Rexburg, Idaho, proof will be  
submitted of the completion of works for the diversion of 22.52 c.f.s. of the waters  
of a subterranean source, and the application to beneficial use of said water,  
in accordance with the terms and conditions of permit G-32415, heretofore issued by  
the Department of Reclamation of the State of Idaho.

1. The name and address of permit holder is Kenneth Wood, Rexburg, Idaho

2. Said works of diversion will be fully completed on the date for such completion,  
and the amount of water which said works are capable of conveying to the place of use is  
22.52 cubic feet per second.

3. The use to which said water has been applied is \_\_\_\_\_  
\_\_\_\_\_ irrigation \_\_\_\_\_ purposes, and the amount applied to beneficial  
use is 22.52 c.f.s.

4. The point of diversion of said water is SW $\frac{1}{4}$ NW $\frac{1}{4}$ , Sec. 5; NW $\frac{1}{4}$ NE $\frac{1}{4}$ , Sec. 8,  
T. 5 N, R. 41 E, B.M., Madison County

5. The place where said water is used is W $\frac{1}{2}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ , Sec. 5;  
NE $\frac{1}{4}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ , Sec. 6; W $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , Sec. 8;  
S $\frac{1}{2}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , Sec. 9, T. 5 N, R. 41 E, B.M. and SW $\frac{1}{4}$ , Sec. 32, T. 6 N,  
R. 41 E, B.M.

6. The date of priority which said user is prepared to establish is \_\_\_\_\_

June 28, 1965

R. KEITH HIGGINSON

State Reclamation Engineer

832415

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APR 18 1968

Department of Reclamation

(This completed form authorizes the Department of Reclamation to publish the required notice at your expense.)

State Reclamation Engineer:

You are hereby authorized to have the attached notice published at my expense in the Rexburg Journal of Rexburg, Idaho 83440; published in the county in which the works are situated.

Kenneth Hood  
(signature)

52 S 2nd W

Rexburg, Idaho  
(address)

April 17th, 1968  
(date)

In case of canals or other works designed to divert and carry more than 50 cubic feet of water per second, the following certificate must be signed by a well known and competent engineer when proof is for completion of works.

I hereby certify that the facts set forth in the attached notice are true.

\_\_\_\_\_  
Engineer

32415

April 2, 1968

Re: Permit No. G-32415  
Kenneth Wood

W. B. Kennedy, Attorney At Law  
5 West 1st South  
Rexburg, Idaho 83440

Dear Mr. Kennedy:

Pursuant to your letter of March 29, 1968, we are sending forms for making proof of completion of works and beneficial use.

As to your question of an assignment, no assignment is needed if Mr. Wood's name is the name of the corporation, such as Kenneth Wood Corporation or Kenneth Wood Farms Corporation.

If this does not answer your question, please feel free to contact us. We are enclosing an assignment form in case you actually do need to assign the permit.

Very truly yours,

Donald W. McEldowney  
Appropriation Examiner

DWM:DJ

Enc: Forms 36A, 36 & 11  
Assignment form

532415

RECEIVED

APR 1 1968

Department of Reclamation

W. B. KENNEDY  
ATTORNEY AT LAW  
5 WEST 1ST SOUTH  
REXBURG, IDAHO  
PHONE 356-5787  
STATE

March 29, 1968

State of Idaho  
Office of State Reclamation  
Engineer  
Boise, Idaho

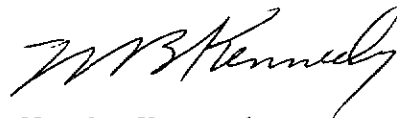
RE: Well Application - Kenneth  
Wood, Permit No. 32415

Dear Sir:

Mr. Wood is ready to make his final proofs, so would you send the necessary blanks for this procedure?

Mr. Wood recently incorporated his farm, including his complete irrigation system which was transferred to the Corporation. I presume this will necessitate a formal assignment of the well permit to the corporation. Would you send the necessary forms and information to accomplish this?

Yours very truly,



W. B. Kennedy

WBK:bl

322415

RECEIVED  
AUG 30 1966

WELL LOG AND REPORT TO THE  
STATE RECLAMATION ENGINEER OF IDAHO Department of Reclamation

SUBMIT WITHIN 30 DAYS AFTER COMPLETION OF WELL: SEE IDAHO STATUTES 42-238.

Permit No. \_\_\_\_\_ Well No. 1 County Madison

Owner Ken Wood

Address Rexburg, Idaho.

Driller Cushman and Johnson Drilling contr's.

Address 215 So. Birch St. Blackfoot, Idaho - 83221

Well location SW 1/4 NW 1/4 Sec. 5, T. 5 N/S, R. 11 E/W

Size of drilled hole 26 inch hole

Locate well in section

|            |        |
|------------|--------|
| NW 1/4     | NE 1/4 |
| Sec. _____ |        |
| SW 1/4     | SE 1/4 |

Total depth of well 1003

Give depth to standing water from the ground \_\_\_\_\_ Water temp. 480 °Fahr.

Test delivery was 20 test g.p.m. dry hole c.f.s. Drawdown was 200 feet. Pump? X Bail? \_\_\_\_\_

Size of pump and motor used to make test 12" bowls, 500 H. gas

Length of time of test 12 hours hours 46 minutes.

If flowing well, give flow not c.f.s. or \_\_\_\_\_ g.p.m. and of shut off pressure \_\_\_\_\_

If flowing well, described control works not (TYPE AND SIZE OF VALVE, ETC.)

Water will be used for no water Weight of casing per lineal foot \_\_\_\_\_

Thickness of casing \_\_\_\_\_ Casing material \_\_\_\_\_ (STEEL, CONCRETE, WOOD, ETC.)

Diameter, length and location of casing \_\_\_\_\_ (CASING 12" IN DIAMETER OR LESS, GIVE INSIDE DIAMETER; CASING OVER 12" IN DIAMETER, GIVE OUTSIDE DIAMETER)

CASING RECORD

| Diam. Casing | From Feet | To Feet | Length | Remarks—seals, grouting, etc. |
|--------------|-----------|---------|--------|-------------------------------|
| 26"          | Top       | 19'     | 19'    | down                          |
| 20"          | Top       | 53'     | 53'    | down                          |
| 15"          | Top       | 358'    | 358'   | down                          |
| 12"          | Top       | 873'    | 873'   | down                          |

Number and size of perforations 30 located 723 ft. down 873 feet from ground

Date of commencement of well August 3, 1965 Date of completion of well April 8, 1966

832415

APN

WELL LOG

| From Foot                                 | To Foot | Type of Material                            | Water-bearing Formation Ans. Yes or No | Casing Perforated Ans. Yes or No |
|-------------------------------------------|---------|---------------------------------------------|----------------------------------------|----------------------------------|
|                                           |         | 26 inch hole , Ken Woods , Rexburg , Idaho. |                                        |                                  |
| 0                                         | 13      | Clay and rock                               |                                        |                                  |
| 13                                        | 48      | Lava                                        |                                        |                                  |
| 48                                        | 49      | Soft Clay                                   |                                        |                                  |
| 49                                        | 55      | Red lava                                    |                                        |                                  |
| 55                                        | 60      | Hard grey lava                              |                                        |                                  |
| 60                                        | 67      | Soft " "                                    |                                        |                                  |
| 67                                        | 169     | Rylite                                      |                                        |                                  |
| 169                                       | 193     | Clay                                        |                                        |                                  |
| 193                                       | 216     | Rylite                                      |                                        |                                  |
| 216                                       | 247     | Red lava                                    |                                        |                                  |
| 247                                       | 267     | Lava                                        |                                        |                                  |
| 267                                       | 280     | Cinders and loose rock                      |                                        |                                  |
| 280                                       | 295     | Grey lava                                   |                                        |                                  |
| 295                                       | 310     | Red lava ( showing of water. )              |                                        |                                  |
| 310                                       | 312     | Grey lava                                   |                                        |                                  |
| 312                                       | 410     | Clay ( sticky )                             |                                        |                                  |
| 410                                       | 420     | Sandstone                                   |                                        |                                  |
| 420                                       | 425     | Blue clay                                   |                                        |                                  |
| If more space is required use Sheet No. 2 |         |                                             |                                        |                                  |

WELL DRILLER'S STATEMENT

This well was drilled under my supervision and the above information is complete, true and correct to the best of my knowledge and belief.

Signed Cushman and Johnson Drilling Contr's

By *[Signature]*

Dated \_\_\_\_\_, 19\_\_\_\_.

License No. 16

Well Driller's Helper \_\_\_\_\_

932415

**AUG 30 1966**

**Department of Reclamation?**

**SHEET NO. 2**

**Well Driller** Cushman and Johnson

Well Location -----

Ken Woods Well , No.1. 26 " hole

## WELL LOG

[illegible]

632415      ~~was~~

July 2, 1965

Re: Permit No. G-32415

Kenneth Wood

Miss Mary Smith,  
Attorney at law,  
70 East Main,  
Rexburg, Idaho 83440

Dear Miss Smith:

We enclose Permit No. G-32415 in which we direct your attention to the limitations and conditions as given on the fourth page under approval of the State Reclamation Engineer.

We also enclose Departmental Receipt No. G-9357 which was issued covering payment in the amount of \$ 10.50 for the filing fee of the above mentioned permit.

Very truly yours,

CARL E. TAPPAN  
State Reclamation Engineer  
By

(MRS.) EDNA P. RULE  
Chief Clerk

Encl.  
EPR:pmk

cc: Kenneth Wood  
Rexburg, Idaho

h 32415

LAW OFFICES  
W. LLOYD ADAMS  
AND  
MARY SMITH  
REXBURG, IDAHO 83440

June 23, 1965

Mrs. Edna P. Rule  
Department of Reclamation  
State House  
Boise, Idaho

Dear Mrs. Rule:

I am enclosing Application of Kenneth Wood for permit, together with my check in blank for the necessary fees. If everything is in order, I would appreciate it if you would approve the same.

Yours very truly,

*Mary Smith*  
Mary Smith

rs

Enclosures

832415

TOWNSHIP 6 NORTH  
RANGE 41 EBM

32

Well  
No. 1

Well  
No. 2

TOWNSHIP 5 NORTH  
RANGE 41 EBM

Permit Map No. 32415  
As Approved  
CARLE E. JARRAN  
State Reclamation Engineer

*Office Copy*

32415