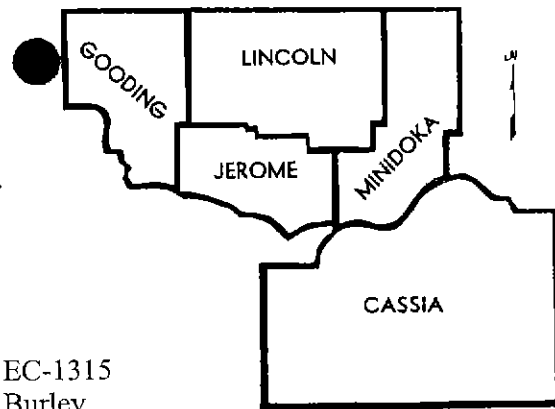


Land Title and Escrow, Inc.

A FULL SERVICE TITLE COMPANY



REFER TO: EC-1315
OFFICE: Burley

March 18, 2004

Mr. Corey Skinner, PE
Water Resource Engineer
Department of Water Resources
1341 Fillmore Street, Suite 200
Twin Falls, ID 83301-3380

RECEIVED
MAR 19 2004
Department of Water Resources
Southern Region

RE: Application for Transfer of Water Right
John B. Spratling and Cathy Spratling

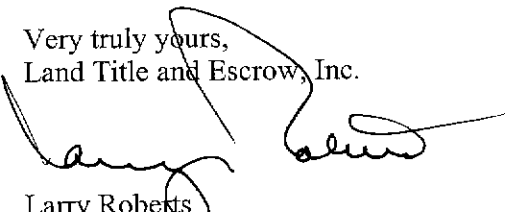
Dear Corey:

I am in receipt of your letter to Annette Roth dated March 16, 2003 (2004) concerning the application of John and Cathy Spratling. Annette is having surgery on her knee and is out of the office for a couple of weeks.

I have notarized the Application For Transfer Of Water Rights since I was the one who saw the Spratlings sign. I have also enclosed a copy of a Quitclaim Deed when Webb Brothers Land and Livestock, LLC to John and Cathy Spratling on a portion of the NE $\frac{1}{4}$ and Lot 6 of Section 6, Township 11 South, Range 28 E., B.M., Cassia County, Idaho. I believe with these two corrections that the application package is now complete. Attached is John Spratlings' check no. 2463 in the amount of \$330.00.

Should you have any questions concerning this matter, or if I can be of any other assistance, please do not hesitate to contact me.

Very truly yours,
Land Title and Escrow, Inc.


Larry Roberts
President and General Manager

LR/nrg
enc.
cc: John Spratling
Certified Mail

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 1RECEIVED
MAR 15 2004
Department of Water Resources
Southern RegionTransfer No. 71124RECEIVED
MAR 19 2004
Department of Water Resources
Southern RegionName of applicant John B. Spratling & Cathy Spratling Phone 208-349-5765
Post Office address 550 Terrace Drive, Burley, ID 83318

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 _____
To create a permissible place of use and to update ownership.

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

- | Right Number | Priority | Amount (cfs/ac-ft) | Nature of Use | Period of Use |
|--|---------------|--------------------|---------------|-----------------------|
| 43-12937 | Aug. 13, 1956 | 1.39 cfs | Irrigation | April 1 to October 31 |
| 43-2512 | Apr. 1, 1961 | 10.88 cfs | Irrigation | April 1 to October 31 |
| 43-2512C | Feb. 14, 1961 | 4.32 cfs | Irrigation | April 1 to October 31 |
| See attached Exhibit "A" for additional right numbers to _____ | | | | |
2. Total amount of water being transferred 19.44 cubic feet per second and/or 6,040.5 acre-feet per annum.
3. Source of water Ground water tributary to _____
4. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
	NW	NW	SW	17	11S	28E	Cassia	
	SW	SW	NE	7	11S	28E	Cassia	
	NE	NW	SE	7	11S	28E	Cassia	
	SE	NE	NE	7	11S	28E	Cassia	

5. 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	
11S	28E	19					19.5	19.5	19.5	19.5									78
11S	28E	6									4	2	37	38	26	34	35	24	200
11S	28E	7	31	33	38	29	29	35	34	34	36	34	34	28	31	38	33	29	526
11S	28E	17					31	31	31	31	31	31	31	31					248
11S	28E	19	30	29	30	29													118

Total acres 1170SCAN
MAR 16 2004

PART 1**6. General Information:**

- a. Description of diversion system Mainline from four existing wells.

- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? _____ Yes X 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 effect on the land now irrigated if the place of use is changed pursuant to this transfer:
Owner of land now irrigated will be using the land as dry grazing.

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

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

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

PART 2
(Attach one copy for each right)

RECEIVED
MAR 15 2004
 Department of Water Resources
 Southern Region

A. DESCRIPTION OF RIGHT AS RECORDED**1. Right evidenced by:**

- a. Decree No. 43-12937 Decreed to Lee Moyle and Marta Moyle
 in case of _____ vs. _____
 dated _____ in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

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

☐ Tax Notice ☐ Warranty Deed ☐ Other _____

3. Source of water Ground water tributary to _____**4. Date or priority** _____**5. Water is used for the following purpose:**

amount 1.39 cfs for irrigation purposes from April 1 to October 31
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

6. Total amount of water under right 1.39 cubic feet per second and/or 273 acre-feet per annum.**7. Point(s) of Diversion:**

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
	SW	SW	SW	24	12S	26E	Cassia	
	NE	SE	SW	24	12S	26E	Cassia	

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
12S	26E	24									40	38							78

Total acres 78**9. Describe any other water rights used for the same purpose as described above** _____

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

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

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

1. amount _____ 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 _____

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Transfer No. _____
Receipt No. _____

Current Water Right No. 43-2512

Priority Date: 04/01/1961

Origin: Adjudication Recommendation

Basis: License

Status: Active

RECEIVED
MAR 15 2004
Department of Water Resources
Southern Region

Source: GROUND WATER

Tributary to:

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	04/01 10/31	10.88 CFS	3,343.4 AFA	
Total Diversion		10.88 CFS	3,343.4 AFA	

Source and Point(s) of Diversion:

GROUND WATER	SENE	11S 28E	7	CASSIA
GROUND WATER	NENWSE	11S 28E	7	CASSIA
GROUND WATER	SWSWNE	11S 28E	7	CASSIA
GROUND WATER	NWNWSW	11S 28E	17	CASSIA

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
11S 28E 6									4.0	2.0	37.0	38.0	26.0	34.0	35.0	24.0	200.0
11S 28E 7	31.0	33.0	38.0	29.0	29.0	35.0	34.0	34.0	36.0	34.0	34.0	28.0	31.0	38.0	33.0	29.0	526.0
11S 28E 17					31.0	31.0	31.0	31.0	31.0	31.0	31.0	31.0					248.0
11S 28E 19	30.0	29.0	30.0	29.0													118.0

Total Acres: 1092

Conditions/Remarks:

- USE OF THE RIGHTS LISTED BELOW ARE LIMITED TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 4368 AF. COMBINED RIGHT NOS.: 43-2512, 43-2512C, 43-10282, 43-10283, 43-4060A, 43-4063A.
- USE OF THE RIGHTS LISTED BELOW ARE LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 1092 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 43-2512, 43-2512C, 43-10282, 43-10283, 43-4060A, 43-4063A.

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Transfer No. _____

Receipt No. _____

Current Water Right No. 43-2512

3. THIS CLAIM RECOMBINES 43-02512A AND 43-02512B
4. THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
5. USE OF THE RIGHTS LISTED BELOW ARE LIMITED TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 3376 AF. COMBINED RIGHT NOS.: 43-2512, 43-2512C.
6. THE FOLLOWING RIGHTS ARE DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 43-10282, 43-10283, 43-4060A, 43-4063A, 43-2512, 43-2512C.
7. THIS RIGHT IS LIMITED TO THE IRRIGATION OF 844 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
8. THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 15 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 1 AND AFTER NOVEMBER 1 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

Documentation of Ownership of the Current Place of Use

Deed

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

No

Describe the effect on the current place of use for this water right if the place of use is changed pursuant to this transfer

N/A

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?

No

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Transfer No. _____

Receipt No. _____

Current Water Right No. 43-2512C**Priority Date:** 02/14/1961**Origin:** Adjudication Recommendation**Basis:** License**Status:** Active

RECEIVED
MAR 15 2004
Department of Water Resources
Southern Region

Source: GROUND WATER**Tributary to:**

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	04/01 10/31	4.32 CFS	1,280.0 AFA	
Total Diversion		4.32 CFS	1,280.0 AFA	

Source and Point(s) of Diversion:

GROUND WATER	NWNWSW	11S 28E	17	CASSIA
GROUND WATER	SENE	11S 28E	7	CASSIA
GROUND WATER	NWNWSE	11S 28E	7	CASSIA
GROUND WATER	SWSWNE	11S 28E	7	CASSIA

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
11S 28E 6									4.0	2.0	37.0	38.0	26.0	34.0	35.0	24.0	200.0
11S 28E 7	31.0	33.0	38.0	29.0	29.0	35.0	34.0	34.0	36.0	34.0	34.0	28.0	31.0	38.0	33.0	29.0	526.0
11S 28E 17																	248.0
11S 28E 19	30.0	29.0	30.0	29.0													118.0

Total Acres: 1092

Conditions/Remarks:

- USE OF THE RIGHTS LISTED BELOW ARE LIMITED TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 3376 AF. COMBINED RIGHT NOS.: 43-2512, 43-2512C.
- USE OF THE RIGHTS LISTED BELOW ARE LIMITED TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 4368 AF. COMBINED RIGHT NOS.: 43-2512, 43-2512C, 43-10283, 43-4060A, 43-4063A.

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Transfer No. _____

Receipt No. _____

Current Water Right No. 43-2512C

3. THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
4. USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 844 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 43-2512, 43-2512C.
5. USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 1092 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 43-10282, 43-10283, 43-4060A, 43-4063A, 43-2512, 43-2512C.
6. THE FOLLOWING RIGHTS ARE DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 43-10282, 43-10283, 43-4060A, 43-4063A, 43-2512, 43-2512C.
7. THIS RIGHT IS LIMITED TO THE IRRIGATION OF 320 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
8. THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 15 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 1 AND AFTER NOVEMBER 1 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

Documentation of Ownership of the Current Place of Use

Deed

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

No

Describe the effect on the current place of use for this water right if the place of use is changed pursuant to this transfer

N/A

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?

No

IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

Transfer No. _____

Receipt No. _____

Current Water Right No. 43-10282

Priority Date: 01/31/1955

Origin: Adjudication Recommendation

Basis: License

Status: Active

RECEIVED

MAR 15 2004

Department of Water Resources
Southern Region**Source:** GROUND WATER**Tributary to:**

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	04/01 10/31	0.96 CFS	405.6 AFA	
Total Diversion		0.96 CFS	405.6 AFA	

Source and Point(s) of Diversion:

GROUND WATER	NENWSE	11S 28E	7	CASSIA
GROUND WATER	NWNWSW	11S 28E	17	CASSIA
GROUND WATER	SENE	11S 28E	7	CASSIA
GROUND WATER	SWSWNE	11S 28E	7	CASSIA

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
11S 28E 6									4.0	2.0	37.0	38.0	26.0	34.0	35.0	24.0	200.0
11S 28E 7	31.0	33.0	38.0	29.0	29.0	35.0	34.0	34.0	36.0	L6	L7	28.0	31.0	38.0	33.0	29.0	526.0
11S 28E 17						L1	L2			L3	L4						
					31.0	31.0	31.0	31.0	31.0	31.0	31.0	31.0					248.0
11S 28E 19	30.0	29.0	30.0	29.0													118.0

Total Acres: 1092

Conditions/Remarks:

1. USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 922 AF. COMBINED RIGHT NOS.: 43-10282, 43-10283, 43-4060A, 43-4063A.
2. THIS CLAIM COMBINES LICENSES 43-02417A AND 43-02418A.
3. USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 4368 AF. COMBINED RIGHT NOS.: 43-2512, 43-2512C, 43-10282, 43-10283, 43-4060A, 43-4063A.

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Transfer No. _____

Receipt No. _____

Current Water Right No. 43-10282

4. THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
5. USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 248 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 43-10282, 43-10283, 43-4060A, 43-4063A.
6. USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 1092 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 43-10282, 43-10283, 43-4060A, 43-4063A, 43-2512, 43-2512C.
7. THE FOLLOWING RIGHTS ARE DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 43-10282, 43-10283, 43-4060A, 43-4063A, 43-2512, 43-2512C.
8. THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 15 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 1 AND AFTER NOVEMBER 1 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

Documentation of Ownership of the Current Place of Use

Deed

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

No

Describe the effect on the current place of use for this water right if the place of use is changed pursuant to this transfer

N/A

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?

No

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Transfer No. _____

Receipt No. _____

Current Water Right No. 43-10283

Priority Date: 05/01/1957

Origin: Adjudication Recommendation

Basis: Beneficial Use

Status: Active

RECEIVED

MAR 15 2004

Department of Water Resources
Southern Region**Source:** GROUND WATER**Tributary to:**

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	04/01 10/31	1.30 CFS	549.3 AFA	
Total Diversion		1.30 CFS	549.3 AFA	

Source and Point(s) of Diversion:

GROUND WATER	SENE	11S 28E	7	CASSIA
GROUND WATER	NWNWSW	11S 28E	17	CASSIA
GROUND WATER	NENWSE	11S 28E	7	CASSIA
GROUND WATER	SWSWNE	11S 28E	7	CASSIA

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
11S 28E 6									4.0	2.0	37.0	38.0	26.0	34.0	35.0	24.0	200.0
11S 28E 7	31.0	33.0	38.0	29.0	29.0	35.0	34.0	34.0	36.0	L 6 34.0	L 7 34.0	28.0	31.0	38.0	33.0	29.0	526.0
11S 28E 17					31.0	L 1 31.0	L 2 31.0	31.0	31.0	L 3 31.0	L 4 31.0	31.0					248.0
11S 28E 19	30.0	29.0	30.0	29.0													118.0

Total Acres: 1092

Conditions/Remarks:

1. THIS CLAIM COMBINES STAT. CLAIMS 43-04061A, 43-04062A AND 43-04064A.
2. THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Current Water Right No. 43-10283

3. USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 248 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 43-10282, 43-10283, 43-4060A, 43-4063A.
4. USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 1092 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 43-10282, 43-10283, 43-4060A, 43-4063A, 43-2512, 43-2512C.
5. THE FOLLOWING RIGHTS ARE DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 43-10282, 43-10283, 43-4060A, 43-4063A, 43-2512, 43-2512C.
6. THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 15 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 1 AND AFTER NOVEMBER 1 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

Documentation of Ownership of the Current Place of Use

Deed

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

No

Describe the effect on the current place of use for this water right if the place of use is changed pursuant to this transfer

N/A

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?

No

IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

Transfer No. _____

Receipt No. _____

Current Water Right No. 43-4060A

Priority Date: 04/01/1954

Origin: Water Right

Basis: Decreed

Status: Active

RECEIVED

MAR 15 2004

Department of Water Resources
Southern Region**Source:** GROUND WATER**Tributary to:**

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	04/01 10/31	0.17 CFS	71.8 AFA	
Total Diversion		0.17 CFS	71.8 AFA	

Source and Point(s) of Diversion:

GROUND WATER	NWNWSW	11S 28E	17	CASSIA
GROUND WATER	NENWSE	11S 28E	7	CASSIA
GROUND WATER	SENENE	11S 28E	7	CASSIA
GROUND WATER	SWSWNE	11S 28E	7	CASSIA

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
11S 28E 6									4.0	2.0	37.0	38.0	26.0	34.0	35.0	24.0	200.0
11S 28E 7	31.0	33.0	38.0	29.0	29.0	35.0	34.0	34.0	36.0	34.0	34.0	28.0	31.0	38.0	33.0	29.0	526.0
11S 28E 17					31.0	31.0	31.0	31.0	31.0	31.0	31.0	31.0					248.0
11S 28E 19	30.0	29.0	30.0	29.0													118.0

Total Acres: 1092

Conditions/Remarks:

1. THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
2. USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 248 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 43-10282, 43-10283, 43-4060A, 43-4063A.

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Current Water Right No. 43-4060A

3. USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 1092 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 43-10282, 43-10283, 43-4060A, 43-4063A, 43-2512, 43-2512C.
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Documentation of Ownership of the Current Place of Use

Deed

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

No

Describe the effect on the current place of use for this water right if the place of use is changed pursuant to this transfer

N/A

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?

No

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Transfer No. _____

Receipt No. _____

Current Water Right No. 43-4063A

Priority Date: 05/01/1955

Origin: Water Right

Basis: Decreed

Status: Active

Source: GROUND WATER**Tributary to:**

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	04/01 10/31	0.42 CFS	117.4 AFA	
Total Diversion		0.42 CFS	117.4 AFA	

Source and Point(s) of Diversion:

GROUND WATER	NENWSE	11S	28E	7	CASSIA
GROUND WATER	SWSWNE	11S	28E	7	CASSIA
GROUND WATER	NWNWSW	11S	28E	17	CASSIA
GROUND WATER	SENE	11S	28E	7	CASSIA

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
11S 28E 6									4.0	2.0	37.0	38.0	26.0	34.0	35.0	24.0	200.0
11S 28E 7	31.0	33.0	38.0	29.0	29.0	35.0	34.0	34.0	36.0	34.0	34.0	28.0	31.0	38.0	33.0	29.0	526.0
11S 28E 17					31.0	31.0	31.0	31.0	31.0	31.0	31.0	31.0					248.0
11S 28E 19	30.0	29.0	30.0	29.0													118.0

Total Acres: 1092

Conditions/Remarks:

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

MAR 15 2004

Department of Water Resources
Southern Region

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Transfer No. _____

Receipt No. _____

Current Water Right No. 43-4063A

3. USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 1092 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 43-10282, 43-10283, 43-4060A, 43-4063A, 43-2512, 43-2512C.
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5. THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 15 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 1 AND AFTER NOVEMBER 1 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

Documentation of Ownership of the Current Place of Use

Deed

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

No

Describe the effect on the current place of use for this water right if the place of use is changed pursuant to this transfer

N/A

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?

No

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.

Subscribed and sworn to before me this _____

Larry Roberts
Notary Public
State of Idaho

(Signature of Applicant)

14th day of March

19 2004

(Notary Public)

My commission expires

6.30.09

Bend, ID

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments

Received by Amy SkinnerDate 3/19/2004

Protest filed by _____

Prelim. check by Amy SkinnerFee \$330.00 S026563Received by Amy SkinnerDate 3/19/2004

Published in _____

Copies of protest forwarded by _____

Pub. dates _____

Hearing held by _____ Date _____

Watermaster recommendation requested on _____

Recommended for ☐ approval ☐ denial

_____ rec'd. _____

by _____

Copy of transfer sent to lien holder _____

SCANNED
MAR 16 2004

17 T. 1.592



B/S 5-1-03
Flying W Ranch

127.6



4B SF 90
4A 4.0 ay.

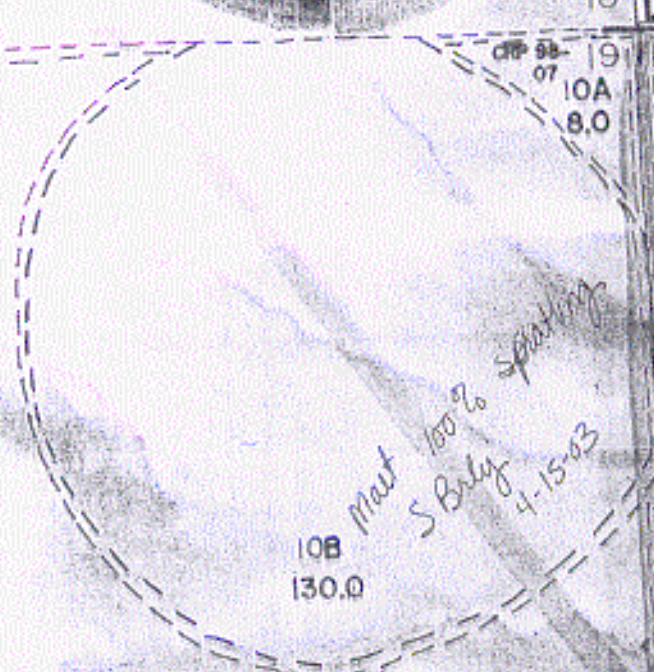
ay

7
125.7

18 17 6 8.3 10

CRP 98-07
19
10A
8.0

T. 1727



10B
130.0

CRP 93-02

NREL/W

11
118.9

11
78.0

CRP 98-07

CRP 93-02

10C
571.2

SCANNED
MAR 15 2004

19 20

2003

HH 12.14
S 6.7
T 11
R 28

Wald Bros
S. B. 5.1
14
33.2
10
6.5
1.4

2
492.5

T1697
6.5

CRP 98-07
2
9.3

20
18.9

3
65.8

CRP 98-07

4
7.3

5
2.0
CRP 98-07

9-8-02
SWW

8
64.8

9
12.0

11
2.2
CRP 98-07

CRP 98-07

CRP 98-07

NC

CRP 98-07

15J

12
9.2

Potat.
Job Cost 100%
4-18-03

CRP 98-07

CRP 98-07

19
10.6

17C
6J
ay

ay

20
6J

21
13

SCANNED
MAR 16 2004

SWW - South
9-10-02

26
134.0

27
8.0

CRP 98-07

CRP 98-07

CRP 98-07

22
9.7

1A

18

Exhibit "A"
Continuation of Rights

Right Number	Priority	Amount	Nature of Use	Period of Use
43-10282	Jan 31, 1955	.96 cfs	Irrigation	April 1 to Oct 31
43-10283	May 1, 1957	1.3 cfs	Irrigation	April 1 to Oct 31
43-4060A	April 1, 1954	.17 cfs	Irrigation	April 1 to Oct 31
43-4063A	May 1, 1955	.42 cfs	Irrigation	April 1 to Oct 31

ADDENDUM
REAL ESTATE PURCHASE AND SALE AGREEMENT

Dated: November 21, 2003

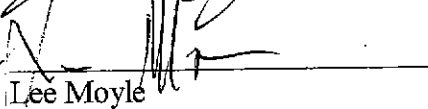
ID#240782

Where in John Sprattling is the buyer.
And Lee Moyle & Marta Moyle are the Sellers.

The Closing date shall be extended from April 1, 2004 to November 1, 2004.


John Sprattling

3-11-04
Date


Lee Moyle

MARCH-11-04
Date


Marta Moyle

3-11-04
Date

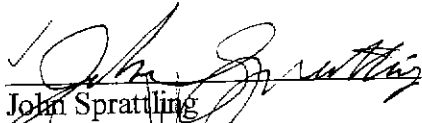
ADDENDUM
REAL ESTATE PURCHASE AND SALE AGREEMENT

Dated: November 21, 2003

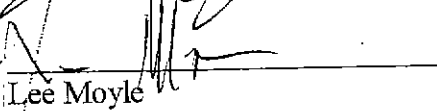
ID#240782

Where in John Sprattling is the buyer.
And Lee Moyle & Marta Moyle are the Sellers.

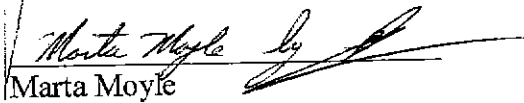
The Closing date shall be extended from April 1, 2004 to November 1, 2004.


John Sprattling

3-11-04
Date


Lee Moyle

MARCH-11-04
Date


Marta Moyle

3-11-04
Date

**REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY**

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING THE GENERAL PRINTED PROVISIONS ON THE REVERSE SIDE AND ANY ATTACHMENTS, CAREFULLY, BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY BEFORE SIGNING.

1. **IMPORTANT - AGENCY DISCLOSURE.** At the time of signing this agreement the agent working with the buyer represented SELLER and the agent working with the seller represented SELLER. Each party signing this document confirms that prior written disclosure of agency was provided to him/her in this transaction. Each party to this transaction has read and understands the contents of the agency disclosure brochure previously received.

ID# 240782 BURLEY, Idaho NOV 21 2003

(hereinafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises" commonly known as MOYLE WINTER RIFLES # 43-12937
City of MALTA County of CASSIA, Idaho, legally described as: 1.39 AFS 78 ACRES
SEE ATTACHED

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED OR ATTACHED PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

2. EARNEST MONEY.

- (a) Buyer hereby deposits as earnest money and a receipt is hereby acknowledged of Fifty Thousand and SEVEN Hundred dollars (\$ 50,700.00) evidenced by: ☐ Cash ☒ Personal Check ☐ Cashiers Check ☐ Note Due ☐ or _____
(b) Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by: ☐ Listing Broker ☐ Selling Broker ☐ Other _____
for the benefit of the parties hereto, and _____ (Broker)

shall hold the completely executed broker's copy of this agreement and is responsible for the closing.

(c) If all conditions have been met by Buyer, Buyer and Seller agree that the earnest money (less credit report fees, and any other Buyer's costs) shall be refunded to Buyer in the event Buyer or Seller cannot consummate the sale due to circumstances beyond their control.

(d) The parties agree that Land TITLE Title Company shall provide title policy and preliminary report of commitment and the "closing agency" for this transaction shall be Land TITLE. If a long-term escrow / collection is involved, then the escrow holder shall be NA

3. TOTAL PURCHASE PRICE IS

FIFTY THOUSAND SEVEN HUNDRED & 00/100
DOLLARS (\$ 50,700.00)

Payable as follows:

- (a) \$ 50,700.00 Cash down, including above Earnest Money (Closing costs are additional).
(b) \$ _____ Balance of the purchase price (M.I.P. not included).

4. FINANCING. This agreement is contingent upon the Buyer securing the following financing: ☐ FHA, ☐ VA, ☐ Conv, ☐ IHA, ☐ FmHA, ☐ Assumption of existing loan(s), ☐ Other.

(a) ☐ **NEW FINANCING.** Purchase loan balance as noted above for a period of _____ years at _____ % per annum. (If FHA or VA loan is sought, read the applicable provisions on the reverse side hereof.) Buyer shall pay no more than _____ points plus origination fee if any. Seller to pay only the discount points necessary in order to obtain above described financing but not to exceed _____ points. Any reduction in points shall first accrue to the benefit of the: ☐ Buyer ☐ Seller ☐ Divided Equally

(b) ☐ **ASSUMPTION.** Buyer to ASSUME and ☐ will or ☐ will not be required to qualify for an EXISTING LOAN(S) of approximately \$ NA at no more than _____ % with monthly payments of approximately \$ _____ Including ☐ P ☐ I ☐ T ☐ I.

This agreement ☐ does ☐ does not require Lender to release Seller's liability. Type of loan _____
Buyer shall apply for such loan or assumption within three (3) banking days after Seller's acceptance of this agreement.

If an appraisal is required under Buyer's financing contingency, premises must appraise at no less than purchase price.

5. OTHER FINANCING, TERMS AND/OR CONDITIONS:

Each Party will pay 50-50 Closing Costs
Money will be Refunded to Buyer if Transfer is Not Completed by April 1, 2004

6. SELLER'S RIGHT TO CONTINUE TO MARKET THE PREMISES AND ACCEPT OTHER OFFERS. This agreement provides for the Seller to

continue to market the premises and accept other offers subject to Buyer's right to waive or remove the following contingencies. Any waiver or removal of any contingency as set forth in Paragraph #5 will be a waiver or removal of all contingencies in Paragraph #5.

(a) ☐ Closing of _____ on or before _____
listed with _____

Upon waiver or removal of this contingency Buyer warrants that adequate funds needed to close will be available and that Buyer's ability to obtain financing is not conditioned upon sale and/or closing of any property.

(b) ☐ Other (specify) _____

IF THIS AGREEMENT IS SUBJECT TO Seller's right to continue to market the premises and accept other offers as specified in Paragraph #5, Seller shall have the right to continue to offer the herein premises for sale and to accept offers until such time as said contingencies have been waived or removed by Buyer. Should Seller receive another acceptable offer to purchase, Seller shall give Buyer _____ calendar days written notice of such offer. In the event the Buyer does not waive or remove the contingencies in writing within the set calendar days noted above, then this Agreement shall be terminated and all deposits returned to Buyer less expenses incurred to date of termination. In the event the Buyer does waive or remove the contingencies, the Buyer shall proceed to purchase the premises under the remaining terms and conditions of this agreement notwithstanding that the terms of the new offer may be more or less favorable. Notice shall be considered given on the earlier of either personal delivery of notice to the Buyer or their representative or two calendar days following the date of mailing evidenced by certification of the postmark on the envelope containing such notice. All notices shall be sent to the addresses shown on this agreement.

7. ITEMS SPECIFICALLY INCLUDED IN THIS SALE (If FHA / VA financing is sought see item # 17 on reverse side): None**8. ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:** None

9. COSTS PAID BY: Costs in addition to those listed below may be incurred by Buyer and Seller. Unless otherwise agreed herein, or provided by law or required by lender, Buyer shall purchase Seller's reserve account if loan assumption.

☐ Yes ☐ No Purchaser's Extended Coverage Title Policy requested. Additional premium paid by _____ See item # 20 on reverse side.

If requested by lender or otherwise stated herein, the below costs will be paid as indicated.

Costs Paid By	Appraisal	Loan Assumpt.	Well Inspect.	Pump/Inspect. Septic	Code Inspect. If Required	Lender or Code Repairs	Contract and/or Document Prep	Tax Service	Closing Agent's Fee	Long Term Escrow Fees
BUYER										
NA										
SELLER										
SHARE EQUALLY										

Cost of lender or code repairs not to exceed \$ _____

10. CLOSING. On or before the closing date, Buyer and Seller shall deposit with the closing agency all funds and instruments necessary to complete the sale. The closing date shall be no later than 4-1-2004**11. POSSESSION.** Buyer shall be entitled to possession on ☐ closing ☐ other Closing
"Closing" means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller. Taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of _____

Buyer shall pay for fuel in tank, amount to be determined by the supplier at Seller's expense.

12. ACCEPTANCE. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of _____

If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be returned to Buyer on demand.

13. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

Listing Agency: See Attached MLS# _____ Selling Agency: _____ MLS# _____

By: See Attached Buyer: _____ MLS# _____ By: _____ MLS# _____

Buyer's Address _____ Buyer's Phone: Residence _____ Business _____

☐ See attached Addendum(s). ☒ See attached Counter Offer(s)

On this date, I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller.
I/We further acknowledge receipt of a true copy of this agreement signed by both parties.

Seller: LEE MURPHY Seller's Address: 3745 6th St. Phone: Res: 6788481 Work: 6788481

(PRINTED) _____ Date: NOV 24-03 City: MEMPHIS State: MD Zip: 20836

Seller: _____ (SIGNATURE) _____

Seller: _____ (PRINTED) _____ Seller's Address: SAME

Seller: _____ (SIGNATURE) _____ Date: _____ City: _____ State: _____ Zip: _____

8-26/01
02/02/2001

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 43-12937
NAME AND ADDRESS: LEE MOYLE
MARTA MOYLE
375 S 600 W
HEYBURN, ID 83336

SOURCE: GROUND WATER

QUANTITY: 1.39 CFS
273.00 AFY

PRIORITY DATE: 1/13/1956

POINT OF DIVERSION: T12S R26E S24 SWSWS Within CASSIA County
T12S R26E S24 NESESW Within CASSIA County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	04-01 10-31	1.39 CFS 273.00 AFY

THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 15 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 1 AND AFTER OCTOBER 31 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

PLACE OF USE:

IRRIGATION Within CASSIA County
T12S R26E S24 NESW 40 T12S R26E S24 SWSW 38

78 ACRES TOTAL

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

Water Right 43-12937

288364

WHEN RECORDED, MAIL TO:

John B. & Cathy Spratling
550 Terrace Drive
Burley, ID 83318

RECORDED WITH REQUEST OF
John B. Spratling
K.E. ✓

03 APR 29 PM 2 02

CLASSIA COUNTY, IDAHO
LARRY A. NICKELSEN
RECORDER
FEE \$60.00 DEPUTY *LM*

288364

SUCCESSOR TRUSTEE'S QUIT CLAIM DEED

THIS Successor Trustee's Deed, made by John D. Spratling, of 9676 South 2200 West, South Jordan, Utah 84095, as Successor Trustee of the John D. Spratling and Janice R. Spratling Living Trust dated March 14, 1991, Grantor, to the Grantee hereinafter named.

WHEREAS, on or about March 14, 1991, the John D. Spratling and Janice R. Spratling Living Trust ("the Trust" herein) was established by a written trust agreement ("the Trust Agreement" herein); and

WHEREAS, the Trust Agreement designated John D. Spratling and Janice R. Spratling to serve as co-trustees of the Trust; and

WHEREAS, Janice R. Spratling died on August 12, 2002; and

WHEREAS, the Trust Agreement provides that upon the death of Janice R. Spratling, John D. Spratling is to serve as the sole successor trustee with full authority to act for and in behalf of the Trust; and

WHEREAS, John D. Spratling is now serving as the successor trustee of the Trust.

THEREFORE, for valuable consideration received, Grantor hereby QUIT CLAIMS to John B. Spratling and Cathy Spratling, as Joint Tenants, all of the Trust's interest in the following described real property located in Cassia County, Idaho:

TOWNSHIP 11 S, RANGE 28 E, BOISE MERIDIAN

Section 17: W $\frac{1}{2}$

EXECUTED this 20th day of December, 2002.

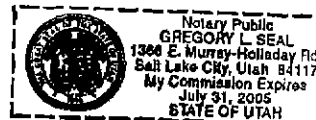
John D. Spratling
John D. Spratling, Successor
Trustee of the John D. Spratling
and Janice R. Spratling Living
Trust

STATE OF UTAH)
(ss.
COUNTY OF SALT LAKE)

On the 20th day of December, 2002, personally appeared before me John D. Spratling, as signer of the foregoing instrument, who acknowledged to me that he executed the same in his capacity as successor trustee of the John D. Spratling and Janice R. Spratling Living Trust.

X Gregory L Seal
NOTARY PUBLIC
Residing at:

My Commission Expires:



SPRATQC/GA03/W

225522

WARRANTY DEED

For Value Received

JOHN D. SPRATLING and JAMES R. SPRATLING, as Trustees of the JOHN D. SPRATLING and JAMES R. SPRATLING LIVING TRUST

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

JOHN A. SPRATLING

ADDRESS: R. #4, Box 180

Payley, Idaho 83548

Hereinafter called the Grantee, the following described premises situated in Cassia County, Idaho, to-wit:

AN UNDEVELOPED ONE-FOUR EIGHTS

TWENTY-THREE (23) ACRES, RANGE 28 EAST OF THE POISE MONTANA
CASSIA COUNTY, IDAHO

Section 19: 34

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto.

ESSENT OF TO:

According to laws, levies and assessments; easements and rights-of-ways of record, if any.

RECORDED AT THE OFFICE OF THE
CLERK OF THE DISTRICT COURT
FOR THE DISTRICT OF IDAHO
JAN 10 1993

RECORDED AT THE OFFICE OF THE

CLERK OF THE DISTRICT COURT

CLERK OF THE DISTRICT COURT
FOR THE DISTRICT OF IDAHO
RECORDED

SEE BOOK 100, PAGE 100, FOR THE ORIGINAL OF THIS DEED

TO HAVE AND TO HOLD, the said premises, with that appurtenant unto the said Grantee and to the successors, heirs and assigns of the said Grantee. The said Grantee hereby covenants to and with the said Grantee, that the Grantor being hereby in full and complete payment of the said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: December 22, 1992

John D. Spratling
JOHN D. SPRATLING, Trustee of the JOHN D. SPRATLING and JAMES R. SPRATLING LIVING TRUST

James R. Spratling
JAMES R. SPRATLING, Trustee of the JOHN D. SPRATLING and JAMES R. SPRATLING LIVING TRUST

STATE OF IDAHO, COUNTY OF

On this day of 1992, before me, a Notary Public in and for said State, personally appeared

STATE OF UTAH, COUNTY OF

On this day of December, 1992, before me the undersigned, a Notary Public in and for said State, personally appeared JOHN D. SPRATLING and JAMES R. SPRATLING, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same as such Trustees.

Given to me to be the Notary Public

Subscribed to the within instrument, and acknowledged to me that they executed the same as such Trustees.

Residing at:
Payley, Idaho

Notary Public
Notary Public

Residing at:
My commission expires:

November 1, 1995

293582

293582

EC 1315

CASSIA COUNTY, IDAHO
LARRY A. MICKELSEN
RECORDER

WHEN RECORDED, MAIL TO:

FEE 6.00 DEPUTY Luc

JOHN B. SPRATLING
550 Terrace Drive
Burley, Idaho 83318

2007 JAN 20 PM 2 39

RECORDED AT THE REQUEST OF
LAND TITLE & ESCROW

QUIT CLAIM DEED

JOHN D. SPRATLING, individually and in his capacity as Successor Trustee of the JOHN D. SPRATLING AND JANICE R. SPRATLING LIVING TRUST, Grantor, hereby QUIT CLAIMS to JOHN B. SPRATLING and CATHY SPRATLING, husband and wife, of 550 Terrace Dr., Burley, Idaho 83318, Grantees, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, all of Grantor's right, title, and interest in the following described real property located in Cassia County, State of Idaho:

AN UNDIVIDED ONE-HALF INTEREST in the following:

TOWNSHIP 11 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN

Section 19: All

WITNESS the hand of said Grantor this 12 day of

Jan, 2004.

John D. Spratling
JOHN D. SPRATLING, individually
and as successor trustee of the
John D. Spratling and Janice R.
Spratling Living Trust

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

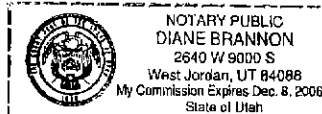
On the 12 day of January, 2004,
personally appeared before me JOHN D. SPRATLING, signer of the
foregoing Quit Claim Deed, who acknowledged to me that he executed
the same in his individual capacity and as successor trustee of
the John D Spratling and Janice R. Spratling Living Trust.

My Commission Expires:

12-8-2006

[Signature]
NOTARY PUBLIC

Residing at: West Jordan, Utah



SPRAATQCD1/D04/W

229137

QUIT CLAIM DEED

THE TRAVELLERS INSURANCE COMPANY, a Connecticut corporation, whose principal place of business is One Tower Square, Hartford, Connecticut 06183-2021 ("Grantor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has remised, released, conveyed and QUIT CLAIMED, and by these presents does remise, release convey and QUIT CLAIM unto JOHN S. SPRATLING and CATHY SPRATLING, husband and wife, whose address is Route 1, Terrace Drive, Box 180, Burley, Idaho 83318 ("Grantee"), its successors and assigns forever, all right, title, interest, claim and demand which Grantor has in and to any and all coal, oil, gas, minerals and mineral rights, and any surface, ground or geothermal water or water rights appurtenant to or in any way connected with the real property situate, lying and being in Cassia County, State of Idaho, and described on Exhibit A attached hereto and incorporated herein, and which are owned by Grantor and not previously conveyed to third parties.

EXCEPT, Grantor hereby specifically disclaims any warranty of ownership or title to any rights conveyed pursuant to this Quit Claim Deed, and disclaims any representations or warranties concerning the future title, existence, amount, availability, production or flow of any of the mineral or water rights on the property. Further, this deed is subject to any mineral or geothermal leases in effect upon the real property described in Exhibit A.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title interest and claim whatsoever, of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto subscribed by its Vice President, and its corporate seal to be hereunto affixed, attested by its Assistant Secretary on this 11th day of February, 1994.

GRANTOR:

THE TRAVELERS INSURANCE COMPANY,
a Connecticut corporation

By: Pamela E. Ely
Its: Pamela E. Ely, Vice President

STATE OF CONNECTICUT)
) ss. Hartford
County of Hartford)

On this 11th day of February, 1894, before me, the undersigned, a Notary Public in and for said State, personally appeared Pamela E. Ely, known or identified to me to be the Vice President of THE TRAVELERS INSURANCE COMPANY, 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.

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

[Signature]
Notary Public for _____
Residing at _____
My commission expires: _____

EXHIBIT A

PARCEL NO. 1:

EXHIBIT A

PARCEL NO. 1:

TOWNSHIP 11 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 7: All

Section 8: W1/4NW1/4NW1/4

PARCEL NO. 2:

TOWNSHIP 11 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 8: Commencing at the northwest corner of the SW1/4NW1/4 of said
Section 8;
Thence east 330 feet;
Thence south 132 feet;
Thence west 330 feet;
Thence north 132 feet to the point of beginning.

PARCEL NO. 3:

TOWNSHIP 11 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 6: SE1/4

PARCEL NO. 4:

TOWNSHIP 11 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 6: Lot 7 and SE1/4SW1/4

RECORDED AT THE REQUEST OF
LAND TITLE & ESCROW
253
FEB 15 A 11:04
CASSIA COUNTY, IDAHO
DANIEL M. KOSKELLEY
RECORDER
FEE 900 DEPUTY *DM*
LAND TITLE & ESCROW

229197

229196

29802

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 11th day of February, 1994, between THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation, whose principal place of business is One Tower Square, Hartford, Connecticut 06183-2021, the Grantor, and JOHN B. SPRATLING and CATHY SPRATLING, husband and wife, the Grantees, whose address is Route 1, Terrace Drive, Box 180, Burley, Idaho, 83318.

WITNESSETH:

That the said Grantor, for and in consideration of the payment to it of Two Hundred Sixty-nine Thousand Sixty Dollars (\$269,060.00) AND OTHER VALUABLE CONSIDERATION, by the said Grantees, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said Grantees, and to their heirs, successors and assigns forever, all of the real property, together with the improvements, if any, situate in the County of Cassia, State of Idaho (the "Property"), and described as follows:

PARCEL NO. 1:

TOWNSHIP 11 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 7: All
Section 8: W1/4NW1/4NW1/4

PARCEL NO. 2:

TOWNSHIP 11 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 8: Commencing at the northwest corner of the SW1/4NW1/4 of said
Section 8;
Thence east 330 feet;
Thence south 132 feet;
Thence west 330 feet;
Thence north 132 feet to the point of beginning.

PARCEL NO. 3:

TOWNSHIP 11 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 6: SE1/4

PARCEL NO. 4:

TOWNSHIP 11 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 6: Lot 7 and SE1/4SW1/4

Said described Property is conveyed subject to (1) all taxes and assessments for the year 1994 and subsequent years, (2) all reservations in patents or deeds in the chain of title, (3) all easements and rights of way visible on the Property or appearing of record in the offices of the County Recorder of Cassia County, Idaho, (4) all leasehold interests, and (5) all covenants and restrictions appearing of record in the office of said Recorder, and (6) all items listed as exceptions in the Commitment for Title Insurance issued by Land Title and Escrow, Inc., Order No. 24802, issued February 1, 1994, as shown in the copy of Schedule B - Section 2 of the Commitment, attached hereto and made a part hereof.

TOGETHER, with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all of the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the Property.

EXCEPT, specifically excluded from this conveyance are any and all mineral rights and interests and any and all geothermal water and water rights appurtenant to or in any way connected with the Property, of the Grantor which shall be reserved by the said Grantor.

TO HAVE AND TO HOLD, all and singular the above mentioned and described Property together with the appurtenances unto the Grantees, and to their heirs, successors and assigns forever.

Grantor warrants to the Grantees, and their successors in title, that Grantor has not created or permitted to be created any lien, charge or encumbrance against said Property which is not shown or referred to herein, and Grantor covenants that it will defend said Property to the extent of the warranties made herein against the lawful claims of all persons claiming by, through or under the Grantor.

GRANTOR:

Dy:

113. Pamela F. Ely, Vice President

Michael A. Pappalardo, Assistant Secretary

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

Notary Public for _____
Residing at _____
My commission expires: _____

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II

Cert. Number: 34802

SPECIAL EXCEPTIONS:

1. Taxes for 1994 and subsequent years, a lien, but not yet due or payable.
2. Easement and Right of way Contract from Taylor Land Company, to Intermountain Gas Company, dated March 25, 1962, and recorded April 27, 1962, as Instrument No. 6620 on Film No. 13, records of Cassia County, Idaho, over and across Section 6, Township 11 South, Range 28, East of the Boise Meridian.
3. Easement and Right-of-Way Contract from John H. Peterson and Bernadine B. Peterson, husband and wife, to Intermountain Gas Instrument No. 5792 on Film No. 13, records of Cassia County, Idaho, granting said Company an easement and right-of-way to construct, maintain, inspect, operate, repair, enlarge, replace or remove a gas pipeline and appurtenances through, upon and across Section 7, Township 11 South, Range 28 East of the Boise Meridian.
4. Right of Way Easement from Darrell Cook and Arcon Cook, husband and wife, to Intermountain Gas Company, a corporation, dated March 7, 1963, and recorded March 7, 1963, as Instrument No. 12783 on Film No. 20, records of Cassia County, Idaho, granting to said corporation the right to construct, operate and maintain a pipeline over and across a portion of Section 8, Township 11 South, Range 28 East of the Boise Meridian.
5. Electric Line - Right-of-Way Easement from Heglar Ranch, Inc., to Raft River Rural Electric Cooperative, Inc., a cooperative corporation, dated April 7, 1982, and recorded May 12, 1982, as Instrument No. 143296 on Film No. 149, records of Cassia County, Idaho, over and across a portion of Parcel No. 4.
6. Electric Line - Right-of-Way Easement from Heglar Ranch, Inc., to Raft River Rural Electric Cooperative, Inc., a cooperative corporation, dated August 4, 1982, and recorded August 12, 1982, as Instrument No. 145508, records of Cassia County, Idaho, over and across a portion of Parcel No. 4.
7. Electric Line Right of Way Easement from Vaughn Cook to Raft River Rural Electric Cooperative, Inc., a cooperative corporation, dated August 4, 1982, and recorded August 12, 1982, as Instrument No. 145509 on Film No. 151, records of Cassia County, Idaho, over and across a portion of Section 7, Township 11 South, Range 28 East of the Boise Meridian.

-Continued-

CONTINUATION

SCHEDULE B

Order Number: 24402

6. Agreement for Electric Service, between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta to Brad Neibaur, dated April 11, 1990 and recorded May 24, 1990 as Instrument No. 207704 on Film No. 216, records of Cassia County, Idaho, covering NW1/4 of Section 7, Township 11 South, Range 20 East of the Boise Meridian.
7. Agreement for Electric Service, between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta to Brad Neibaur, dated April 11, 1990 and recorded May 24, 1990 as Instrument No. 207705 on Film No. 216, records of Cassia County, Idaho, covering SW1/4 of Section 7, Township 11 South, Range 20 East of the Boise Meridian.
10. Agreement for Electric Service, between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta to Brad Neibaur, dated April 11, 1990 and recorded May 24, 1990 as Instrument No. 207706 on Film No. 216, records of Cassia County, Idaho, covering NW1/4 of Section 7, Township 11 South, Range 20 East of the Boise Meridian.
11. Agreement for Electric Service from Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative, to Brad Neibaur, dated March 24, 1992 and recorded March 22, 1993 as Instrument No. 223666 on Film No. 242, records of Cassia County, Idaho. (NW1/4 of Section 7, Township 11 South, Range 20 East of the Boise Meridian.)
12. Financing Statements, Seed and Farm Laborer's liens against crops which are filed in the office of the Secretary of State.

END OF SCHEDULE B

SCHEDULE B - SECTION II This Commitment is not valid without
Schedule B - Section I

WITNESSED BY THE REQUEST OF
LAND TITLE & ESCROW

252

1993

229196

RECORDED
BY DEPT. OF REVENUE
RECORDS

FEE \$18.00 DEPUTY *LM*

LAND TITLE & ESCROW

24802

229197

QUIT CLAIM DEED

THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation, whose principal place of business is One Tower Square, Hartford, Connecticut 06183-2021, for and in consideration of the sum of \$100,000.00, the receipt and sufficiency of which is hereby acknowledged, and

287102

QUITCLAIM DEED

FOR VALUE RECEIVED, Webb Brothers Land & Livestock, L.L.C., whose address is 22 North Yale Road Declo, Idaho 83323, hereinafter called the "Grantor" hereby remises, releases and forever quitclaim unto John Spratling and Cathy Spratling, whose address is 550 Terrace Drive, Burley, Idaho 83318, hereinafter called the "Grantee", all interest now held or hereafter acquired by Grantor in the premises, in Cassia County, Idaho, described as follows, to wit:

PARCEL NO. 1:

Part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 6 of Township 11 South, Range 28 East of the Boise Meridian, Cassia County, State of Idaho.

Beginning at the Southwest corner of Lot 6 of Section 6 of Township 11 South, Range 28 East, Boise Meridian, said corner marked by a 5/8" rebar; Thence South 89 degrees 07 minutes 08 seconds East along the south line of Lot 6 and the south line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ for a distance of 2680.17 feet to a 1/2" rebar which shall be the Point of Beginning;

Thence along a non-tangent curve to the right for a distance of 714.32 feet to a 1/2" rebar on the east line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$, said curve having a radius of 1336.61 feet and a central angle of 30°37'13" and along chord bearing of North 16 degrees 51 minutes 07 seconds East for a distance of 705.85 feet;

Thence South 00 degrees 12 minutes 40 seconds West along said line for a distance of 678.65 feet to the Southeast corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$; Thence North 89 degrees 07 minutes 08 seconds West along the south line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ for a distance of 202.15 feet to the Point of Beginning.

PARCEL NO. 2:

Part of Lot 6 and part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 6 of Township 11 South, Range 28 East of the Boise Meridian, Cassia County, State of Idaho.

Beginning at the Southwest corner of Lot 6 of Section 6 of Township 11 South, Range 28 East, Boise Meridian, said

QUITCLAIM DEED - 1

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RECEIVED
MAR 19 2004
Department of Water Resources
Southern Region

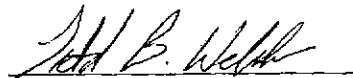
corner marked by a 5/8" rebar; Thence South 89 degrees 07 minutes 08 seconds East along the south line of Lot 6 for a distance of 645.06 feet to a 1/2" rebar which shall be the Point of Beginning;

Thence North 55 degrees 43 minutes 45 seconds East for a distance of 396.07 feet to a 1/2" rebar; Thence South 86 degrees 27 minutes 14 seconds East for a distance of 680.89 feet to a 1/2" rebar;

Thence South 78 degrees 57 minutes 46 seconds East for a distance of 447.68 feet to a 1/2" rebar; Thence South 75 degrees 23 minutes 13 seconds East for a distance of 494.73 feet to a 1/2" rebar on the south line of the NE¼SW¼;

Thence North 89 degrees 07 minutes 08 seconds West along said line for a distance of 1925.24 feet to the Point of Beginning.

DATED this 5th day of March, 2003.


Todd B. Webb, Managing Member

QUITCLAIM DEED - 2

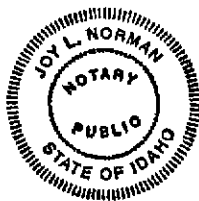
C:\Documents and Settings\Steve\My Documents\REALEST\Deeds\Webb Bros L&L Sprattling QCD.wpd

STATE OF IDAHO)
) ss.
County of Cassia)

On this 5th day of March, 2003, before me the undersigned a Notary Public in and for said State, personally appeared **TODD B. WEBB**, known to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that he executed the same as a Managing Member of Webb Brothers Land & Livestock, L.L.C.

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

(SEAL)



Joy L. Norman
Notary Public for Idaho
Residing at Burley, Idaho
Commission Expires: 12/8/05

287102
CASSIA COUNTY, IDAHO
LARRY A. HICKELSEN
RECORDER
FEE 9.00 DEPUTY
'03 MAR 7 AM 10 47
RECORDED AT THE REQUEST OF
Judy L. and Steve
REBB at 7:39
Shirley L. L.

QUITCLAIM DEED - 3

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