

(Internet)

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 70501

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Name of applicant Joe and Coretta Bertao Phone 735-0056
Post Office address 2967 North 2600 East

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 Change the water right for Commercial use for Dairy Cows Milk Production and stock water

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

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
<u>47-2349E</u>	<u>4-3-61</u>	<u>.005</u>	<u>Com / Stock</u>	<u>3-15 to 11-15</u>
<u>47-2358E</u>	<u>11-6-61</u>	<u>.07</u>	<u>Com / Stock</u>	<u>3-15 to 11-15</u>
<u>47-2256G</u>	<u>8-8-54</u>	<u>.03</u>	<u>Com / Stock</u>	<u>3-15 to 11-15</u>
<u>47-11825</u>	<u>12-31-61</u>	<u>.14</u>	<u>Stock / Domestic</u>	<u>1-01 to 12-31</u>

2. Total amount of water being transferred .24 cubic feet per second and/or 12 acre-feet per annum.

3. Source of water Ground water tributary to _____

4. Point(s) of Diversion: Existing well

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		<u>SE</u>	<u>NE</u>	<u>35</u>	<u>11S</u>	<u>16E</u>	<u>TWIN FALLS</u>	

5. Lands irrigated or place of use: C Commercial S Stock water

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	
<u>11S</u>	<u>16E</u>	<u>35</u>				<u>C</u>													
						<u>S</u>													
						<u>D</u>													

Total acres _____

PART 1

6. General Information:

a. Description of diversion system

(well) Established for water line
to BARN and Troughs to water Herd. w. H.

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

This Land is being built up so to a Gravel pit
being Operated on soil Lands.

d. Remarks:

There will be no effect to lands @ property
being operated within this Gravel pit. The case
will be for Commercial Dug Ck.

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 _____

T70501

Page 1

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

Transfer No. _____
 Receipt No. _____

Current Water Right No. 47-2256G

Priority Date: 08/08/1954

Origin: Adjudication Recommendation

Basis: License

Status: Active

Source: GROUND WATER

Tributary to:

Beneficial Use	From	To	Diversion Rate	Volume	Subuse Code
IRRIGATION	03/15	11/15	2.22 CFS	978.8 AFA	
Total Diversion			2.22 CFS	978.8 AFA	

Source and Point(s) of Diversion:

GROUND WATER	SWSW	11S	18E	32	TWIN FALLS
GROUND WATER	SWNW	11S	18E	32	TWIN FALLS
GROUND WATER	SWNE	11S	18E	31	TWIN FALLS

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	18E	31	1.6		8.5	38.0					2.6	40.0	26.0	38.0	37.0				191.7
11S	18E	32						39.0			38.0								77.0

Total Acres: 268.7

Conditions/Remarks:

1. After specific notification by the department, the right holder shall measure the diversion or shall enter into an agreement with the department to determine the amount of water diverted from power records and shall annually report the information to the department.
2. This right when combined with all other rights shall provide no more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
3. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
4. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
5. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.

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

Transfer No. **T70501**
Receipt No. _____

Current Water Right No. 47-2256G

6. Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.
7. The total instantaneous diversion of water from all points of diversion under Transfer 5430 shall not exceed 4.90 cfs.
8. Right 47-2256G is limited to the irrigation of 244.7 acres within the place of use described above in a single irrigation season.
9. Rights 47-2256G, 47-2349E and 47-2358E when combined shall not exceed a total diversion rate of 4.90 cfs, a total annual maximum diversion volume of 1074.8 af at the field headgate, and the irrigation of 268.7 acres.

Documentation of Ownership of the Current Place of Use

Warranty Deeds and Agreements

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

NO

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

NO effect. County to Be a Great Ad

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

NO.

2256 G

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PART 2

Transfer No. _____

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

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

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

1. amount 0.3/196 for Irrigation purposes from 3-15 to 11-15
 amount _____ for _____ purposes from _____ to _____
 amount _____ for _____ purposes from _____ to _____
 amount _____ for _____ purposes from _____ to _____

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		SW	N2	31	11S	18E	TWIN FALLS	
		SW	SW	32	11S	18E	TWIN FALLS	
		SW	NW	32	11S	18E	TWIN FALLS	

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE %	NW %	SW %	SE %	NE %	NW %	SW %	SE %	NE %	NW %	SW %	SE %	NE %	NW %	SW %	SE %	
11S	18E	32											4.0						4.0

Total acres 4.0

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

1. amount 2.207 for Irrigation purposes from 3-15 to 4-15
 amount _____ for _____ purposes from _____ to _____
 amount _____ for _____ purposes from _____ to _____
 amount _____ for _____ purposes from _____ to _____

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		SW	N2	31	11S	18E	TWIN FALLS	
		SW	SW	32	11S	18E	TWIN FALLS	
		SW	NW	32	11S	18E	TWIN FALLS	

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE %	NW %	SW %	SE %	NE %	NW %	SW %	SE %	NE %	NW %	SW %	SE %	NE %	NW %	SW %	SE %	
11S	18E	31	1.6		8.5	38													
11S	18E	32						39					2.6	40	26	38	37		191.7
																			74.0

Total acres 268.7

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Transfer No. _____

Receipt No. _____

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

Current Water Right No. 47-2358E

Priority Date: 11/06/1961

Origin: Adjudication Recommendation

Basis: License

Status: Active

Source: GROUND WATER**Tributary to:**

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	03/15	11/15	4.90 CFS	1,072.4 AFA	
Total Diversion			4.90 CFS	1,072.4 AFA	

Source and Point(s) of Diversion:

GROUND WATER	SWNE	11S	18E	31	TWIN FALLS
GROUND WATER	SWSW	11S	18E	32	TWIN FALLS
GROUND WATER	SWNW	11S	18E	32	TWIN FALLS

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	18E	31	1.6		8.5	38.0							2.6	40.0	26.0	38.0	37.0	191.7	
11S	18E	32					39.0			38.0								77.0	

Total Acres: 268.7

Conditions/Remarks:

1. After specific notification by the department, the right holder shall measure the diversion or shall enter into an agreement with the department to determine the amount of water diverted from power records and shall annually report the information to the department.
2. This right when combined with all other rights shall provide no more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
3. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
4. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
5. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.

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

Transfer No. _____

Receipt No. _____

Current Water Right No. 47-2358E

6. Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.
7. The total instantaneous diversion of water from all points of diversion under Transfer 5430 shall not exceed 4.90 cfs.
8. Right 47-2358E is limited to the irrigation of 268.7 acres within the place of use described above in a single irrigation season.
9. Rights 47-2256G, 47-2349E and 47-2358E when combined shall not exceed a total diversion rate of 4.90 cfs, a total annual maximum diversion volume of 1074.8 af at the field headgate, and the irrigation of 268.7 acres.

Documentation of Ownership of the Current Place of Use

county deeds / agreements

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

NO

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

*NO effect County TO become a
Grand P.T*

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

NO

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

If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

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

1. amount 0.05 for Irrigation purposes from 3-15 to 11-6
 (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
		SW	N2	31	11S	18E	Twin Falls	
		SW	S2	32	11S	18E	Twin Falls	
		SW	NW	32	11S	18E	Twin Falls	

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	
11S	18E	32									4.0								4.0

Total acres 4.0

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

1. amount 4.42 for Irrigation purposes from 3-15 to 11-15
 (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
		SW	N2	31	11S	18E	Twin Falls	
		SW	SW	32	11S	18E	Twin Falls	
		SW	NW	32	11S	18E	Twin Falls	

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	
11S	18E	31	1.6		8.5	3.8								2.6	4.0	2.6	3.8	3.7	191.7
11S	18E	32							3.9		3.4								74.0

Total acres 265.7

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Transfer No. _____

Receipt No. _____

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

Current Water Right No. 47-2349E

Priority Date: 04/03/1961

Origin: Adjudication Recommendation

Basis: License

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	03/15 11/15	0.36 CFS	174.9 AFA	
	Total Diversion	0.36 CFS	174.9 AFA	

Source and Point(s) of Diversion:

GROUND WATER	SWNE	11S 18E	31	TWIN FALLS
GROUND WATER	SWNW	11S 18E	32	TWIN FALLS
GROUND WATER	SWSW	11S 18E	32	TWIN FALLS

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 18E 31	1.6		8.5	38.0								2.6	40.0	26.0	38.0	37.0	191.7
11S 18E 32							39.0				38.0						77.0

Total Acres: 268.7

Conditions/Remarks:

1. After specific notification by the department, the right holder shall measure the diversion or shall enter into an agreement with the department to determine the amount of water diverted from power records and shall annually report the information to the department.
2. This right when combined with all other rights shall provide no more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
3. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
4. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
5. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.

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

Current Water Right No. 47-2349E

6. Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.
7. The total instantaneous diversion of water from all points of diversion under Transfer 5430 shall not exceed 4.90 cfs.
8. Right 47-2349E is limited to the irrigation of 123.4 acres within the place of use described above in a single irrigation season.
9. Rights 47-2256G, 47-2349E and 47-2358E when combined shall not exceed a total diversion rate of 4.90 cfs, a total annual maximum diversion volume of 1074.8 af at the field headgate, and the irrigation of 268.7 acres.

Documentation of Ownership of the Current Place of Use

County Records and Accounts

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

NO

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

NO effect it is to be a Ground pit

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

NO

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

NO

If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

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

1. amount * 005 for ILL. purposes from 3-15 to 11-15
 (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	
11s	18e	32									4.0								4.0

Total acres 4.0

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

1. amount 35.995 for Irrigation purposes from 3-15 to 11-5
 (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
		SW	NE	31	11s	18e	Twin Falls	
		SW	SW	32	11s	18e	Twin Falls	
		SW	NW	32	11s	18e	Twin Falls	

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	
11s	18e	31	1.6		8.5	38								2.6	48	26	38	37	191.7
11s	18e	32						39			34								74.0

Total acres 265.7

4
26.2

5
27.8

6
7.6

7
17.7

10
8.2

11
24.1

12
18.8

26 25
35 36

15
28.3

16
17.3

13
24.5

T31783 HEL
4168

n/c
DRY GRZ

POU

POD

1
21.0

T31782
4167

Town 11 South
Range 16 East

SCANNED
APR 14 2003

T70501

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Transfer No. _____

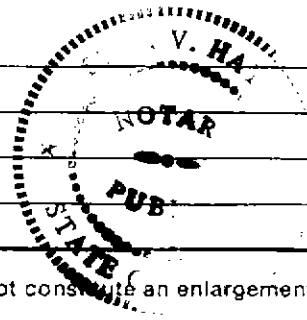
PART 3

B. CHANGES IN NATURE OF USE

1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
	<u>Commercial</u>	<u>12 KAL</u>		<u>1-1</u> to <u>12-31</u>
				to _____

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

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

None

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 Tenth day of Dec, 2002

[Signature] (Signature of Applicant)

[Signature] (Notary Public)

My commission expires 06-30-06

TF County

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments

Received by J.F. Date 12/12/02

Protest filed by _____

Prelim. check by J.F. Fee 12/12/02Receipted by J.F. Date 12/12/02
5025364 \$225 - note \$25 already paid
 for C.O. not processed

Published in _____

Copies of protest forwarded by _____

Pub. dates _____

Hearing held by _____ Date #5024949

Watermaster recommendation requested on _____

Recommended for ☐ approval ☐ denial

_____ rec'd. _____

by _____

Copy of transfer sent to lien holder _____

This transfer will
 also accomplish the
 ownership change

FILE NUMBER _____
REVIEWER _____

DAIRIES: WATER USE WORKSHEET

REQUIRED DAIRY DATA

NUMBER OF MILKING CATTLE _____ 610
NUMBER OF DRY CATTLE _____ 0
NUMBER OF REPLACEMENT CATTLE: 0-2 MONTHS _____
3-4 MONTHS _____
5-8 MONTHS _____
9-12 MONTHS _____
13-15 MONTHS _____
16-24 MONTHS _____
ENTER 1 FOR MANUAL COW WASHING, 2 FOR AUTOMATIC, OR 3 IF
SPRINKLERS ARE USED TO FLUSH HOLDING PEN AND WASH COWS _____ 1
IF SPRINKLERS ARE USED: NUMBER OF SPRINKLERS IN HOLDING PEN _____ 0
NOZZLE DISCHARGE (USE 5.0 GPM IF UNKNOWN) _____ 0.00
OPERATION TIME OF SPRINKLERS (MIN/DAY) _____ 0
NUMBER OF MILKINGS PER DAY _____ 2
AVG. LBS. OF MILK PRODUCED PER DAY PER ANIMAL (IDAHO AVG IS 70 LBS.) _____ 71
HOURS PER DAY PUMP OPERATES FOR STOCKWATER USE _____ 8.0
HOURS PER DAY PUMP OPERATES FOR COMMERCIAL USE _____ 1.1
IS RECYCLED WATER USED TO FLUSH MILKHOUSE AND PARLOR FLOORS? _____ Y
IS RECYCLED WATER USED TO WASH COWS? _____ N
IS A PLATE COOLER USED? _____ Y
IS RECYCLED WATER USED FOR PLATE COOLER? (IF NO PLATE COOLER,
LEAVE BLANK) _____
IF CORRAL MISTERS ARE USED: NUMBER OF MISTERS IN HOLDING PEN _____
NOZZLE DISCHARGE (GPM) _____
OPERATION TIME OF MISTERS (MIN/DAY) _____
DAYS PER YEAR MISTERS ARE USED _____

CALCULATIONS

DIVERSION RATE (CF8):

STOCKWATER
MILKING CATTLE (BASED ON MILK PRODUCTION) _____ 0.09
DRY CATTLE @ 17.0 GPM/D _____ 0.00
REPLACEMENT CATTLE _____ 0.00
TOTAL _____ 0.09
COMMERCIAL
TOTAL _____ 0.03
TOTAL DIVERSION RATE _____ 0.12

DIVERSION VOLUME (AFA):

STOCKWATER
MILKING CATTLE _____ 20.0
DRY CATTLE _____ 0.0
REPLACEMENT CATTLE _____ 0.0
TOTAL _____ 20.0
COMMERCIAL
WASHING OF BULK TANK AND RELATED EQUIPMENT _____ 0.4
BACKFLUSH _____ 0.0
PARLOR/MILKHOUSE/HOLDING PEN CLEANUP _____ 0.0
CATTLE WASHING BASED UPON METHOD OF WASHING _____ 0.7
PLATE COOLER _____ 0.0
CORRAL MISTERS _____ 0.0
TOTAL _____ 1.1
TOTAL DIVERSION VOLUME _____ 21.1

CONSUMPTIVE USE VOLUME (AFA)(assuming 100% consumptive):

STOCKWATER _____ 20.0
COMMERCIAL _____ 1.1
TOTAL CONSUMPTIVE USE _____ 21.1

THEORETICAL FLOW ESTIMATION WORKSHEET

REQUIRED PUMP INFORMATION

	PUMP 1	PUMP 2	PUMP 3	PUMP 4	PUMP 5
PUMP HORSEPOWER (HP) _____	0.00	0.00	0.00	0.00	0.00
LIFT (FT) _____	0	0	0	0	0
DISCHARGE PRESSURE (PSI) _____	0	0	0	0	0
FRICTION LOSSES (FT) _____	0.0	0.0	0.0	0.0	0.0
HOURS PER DAY PUMP OPERATES _____	0.0	0.0	0.0	0.0	0.0

CALCULATIONS

THEORETICAL FLOW RATE (CFS) * _____	0.00	0.00	0.00	0.00	0.00
DIVERSION VOLUME (AFA) ** _____	0.0	0.0	0.0	0.0	0.0

* PUMP EFFICIENCY WAS ASSUMED TO BE 70%.

** DIVERSION VOLUME IS THE ABSOLUTE MAXIMUM VOLUME BASED ON THE
THEORETICAL FLOW RATE ASSUMING PUMP RUNS EVERY DAY OF THE YEAR.

EVALUATION OF EQUIVALENT IRRIGATED ACREAGE

IRRIGATION RIGHT (BEFORE CHANGE)

DIVERSION RATE _____	0.00 CFS
ACRES OF IRRIGATION _____	0.0 ACRES
DIVERSION VOLUME _____	0.0 AC-FT/AC
CONSUMPTIVE USE VOLUME _____	0.0 AC-FT/AC

IRRIGATION IS BEING CONVERTED FOR WHICH PORTION OF THE
DAIRY OPERATION - STOCKWATER (S), COMMERCIAL (C), OR
BOTH (B)? _____

CALCULATIONS

IRRIGATION DIVERSION RATE PER ACRE _____	#DIV/0! CFS/AC
REDUCTION OF IRRIGATION BASED ON DIVERSION RATE _____	0.0 ACRES
REDUCTION OF IRRIGATION BASED ON DIVERSION VOLUME _____	0.0 ACRES
REDUCTION OF IRRIGATION BASED ON CONSUMPTIVE USE _____	0.0 ACRES

MAX

T70501

DAIRY WASTE SYSTEM DESIGN
 PROGRAM WRITTEN BY
 ROBERT OHLENSEHLEN
 EXTENSION AGRICULTURAL AGENT
 TWIN FALLS COUNTY

PLAN PREPARED FOR:

Date Prepared: 02/21/95

JOE BERTAO
 2967 N 2700-E Road
 TWIN FALLS, ID

PLAN PREPARED BY:

Robert Ohlensehlen
 Extension Ag Agent
 246 3RD. AVE. EAST
 TWIN FALLS, ID 83301

MILKING HERD INFORMATION:

Number of Milking Cows in the Herd..... 300
 Number of Dry Cows in the Herd..... 60
 Average Weight of Mature Cows..... 1400

REPLACEMENT ANIMAL INFORMATION:

Number of Calves Weighing from 100 - 300 lbs..... 50
 Number of Calves Weighing from 300 - 500 lbs..... 50
 Number of Calves Weighing from 500 - 700 lbs..... 50
 Number of Calves Weighing from 700 - 900 lbs..... 50
 Number of Calves Weighing from 900 - 1100 lbs..... 50

TOTAL NUMBER OF ANIMALS ON SITE..... 610 Head

WASTE PRODUCED BY HERD ON A DAILY BASIS

Waste Produced by Cows on a Daily Basis..... 690 cu.ft.
 Waste Produced by Calves Weighing from 100 - 300 lbs... 21 cu.ft.
 Waste Produced by Calves Weighing from 300 - 500 lbs... 34 cu.ft.
 Waste Produced by Calves Weighing from 500 - 700 lbs... 48 cu.ft.
 Waste Produced by Calves Weighing from 700 - 900 lbs... 62 cu.ft.
 Waste Produced by Calves Weighing from 900 - 1100 lbs... 75 cu.ft.

TOTAL MANURE PRODUCTION PER DAY..... 930 cu.ft.

T70501

Dairy Herd Water Use Data

05/03/02

Dairy
 237 N 2600 E Twin Falls
 Milking Herd..... 230 Cows
 Replacements..... 100 Heifers

Drinking Water Requirements

Milking Herd	% of herd	High Consumption		Low Consumption		Average Consumption	
		per Day		per Day		per Day	
Lactating Cows	87%	200.1	45.7 gal	22	gal	33.85	gal
Dry Cows	13%	29.9	16.2 gal	9.7	gal	12.95	gal
Consumption / 1 cow/day (gal)			41.87 gal		20 gal		31 gal
Consumption/1cow/year (gal)			15,280.73 gal		7,446 gal		11,364 gal
Consumption/1cow/year (Cu.Ft)			2,042.88 Cu.Ft.		995.5 Cu.Ft.		1,519 Cu.Ft. 992.8 Cu.Ft.

Replacements	% of Replacements	High Consumption		Low Consumption		Average Consumption	
		per Day		per Day		per Day	
16-24 months	15%	15	14.5 gal	8.70	gal	11.6	gal
13-15 months	16%	16	10.6 gal	6.30	gal	8.45	gal
9-12 months	16%	16	6.1 gal	3.70	gal	4.9	gal
5-8 months	17%	17	3.3 gal	2.00	gal	2.65	gal
3-4 months	18%	18	3.3 gal	2.00	gal	2.65	gal
0-2 months	18%	18	1 gal	0.75	gal	0.875	gal
	100%	100					
Consumption / 1 heifer/day (gal)			6.18 gal		3.74 gal		4.96 gal
Consumption/1heifer/year (gal)			2,256.48 gal		1,365 gal		1,810.77 gal
Consumption/1heifer/year (Cu.Ft)			301.66 Cu.Ft.		182.5 Cu.Ft.		242.08 Cu.Ft. 182.01 Cu.Ft.

Annual Milking Herd Drinking Water

(includes Dry Cows)

High Intake.....	3,514,587 Gallons	474,941 Cu.Ft.
Average Intake.....	2,613,815 Gallons	353,191 Cu.Ft.
Low Intake.....	1,712,884 Gallons	231,441 Cu.Ft.

Annual Replacement Drinking Water.....

High Intake.....	225,843 Gallons	30,492 Cu.Ft.
Average Intake.....	181,077 Gallons	24,470 Cu.Ft.
Low Intake.....	138,510 Gallons	18,447 Cu.Ft.

Barn Water Use from Waste System...

Daily.....	704 Gallons	95 Cu.Ft.
Annual.....	258,960 Gallons	34,724 Cu.Ft.

All Water Used

High Usage.....	3,997,170 Gallons	540,158 Cu.Ft.
Average Usage.....	3,051,852 Gallons	412,385 Cu.Ft.
Low Usage.....	2,108,134 Gallons	284,813 Cu.Ft.

Acre Feet/ cfs at Varing Use Levels

High Usage.....	12.4 Acre Ft.	0.02 cfs'
Average Usage.....	9.5 Acre Ft.	0.01 cfs'
Low Usage.....	6.5 Acre Ft.	0.01 cfs'

Cubic Feet Per Second for 24hrs per day for 365 days to deliver the quantity of water specified in Acre Feet
 This is not the same cfs as is used for irrigation since irrigation is for less than a full year.

Prepared by ROBERT OHLENSEHLEN 5/3/2002

T70501

FILE NUMBER _____
REVIEWER _____

DAIRIES: WATER USE WORKSHEET

REQUIRED DAIRY DATA

NUMBER OF MILKING CATTLE _____ 300
NUMBER OF DRY CATTLE _____ 60
NUMBER OF REPLACEMENT CATTLE: 0-2 MONTHS _____
3-4 MONTHS _____
5-8 MONTHS _____
9-12 MONTHS _____
13-15 MONTHS _____
16-24 MONTHS _____
ENTER 1 FOR MANUAL COW WASHING, 2 FOR AUTOMATIC, OR 3 IF
SPRINKLERS ARE USED TO FLUSH HOLDING PEN AND WASH COWS _____ 1
IF SPRINKLERS ARE USED: NUMBER OF SPRINKLERS IN HOLDING PEN _____ 0
NOZZLE DISCHARGE (USE 5.0 GPM IF UNKNOWN) _____ 0.00
OPERATION TIME OF SPRINKLERS (MIN/DAY) _____ 0
NUMBER OF MILKINGS PER DAY _____ 2
AVG. LBS. OF MILK PRODUCED PER DAY PER ANIMAL (DAHO AVG IS 70 LBS.) _____ 71
HOURS PER DAY PUMP OPERATES FOR STOCKWATER USE _____ 8.0
HOURS PER DAY PUMP OPERATES FOR COMMERCIAL USE _____ 1.1
IS RECYCLED WATER USED TO FLUSH MILKHOUSE AND PARLOR FLOORS? _____ Y
IS RECYCLED WATER USED TO WASH COWS? _____ N
IS A PLATE COOLER USED? _____ Y
IS RECYCLED WATER USED FOR PLATE COOLER? (IF NO PLATE COOLER,
LEAVE BLANK) _____
IF CORRAL MISTERS ARE USED: NUMBER OF MISTERS IN HOLDING PEN _____
NOZZLE DISCHARGE (GPM) _____
OPERATION TIME OF MISTERS (MIN/DAY) _____
DAYS PER YEAR MISTERS ARE USED _____

CALCULATIONS

DIVERSION RATE (CFS):

STOCKWATER
MILKING CATTLE (BASED ON MILK PRODUCTION) _____ 0.05
DRY CATTLE @17.0 GPM/HD _____ 0.00
REPLACEMENT CATTLE _____ 0.00
TOTAL _____ 0.05
COMMERCIAL
TOTAL _____ 0.02
TOTAL DIVERSION RATE _____ 0.07

DIVERSION VOLUME (AFA):

STOCKWATER
MILKING CATTLE _____ 9.6
DRY CATTLE _____ 0.9
REPLACEMENT CATTLE _____ 0.0
TOTAL _____ 10.7
COMMERCIAL
WASHING OF BULK TANK AND RELATED EQUIPMENT _____ 0.4
BACKFLUSH _____ 0.0
PARLOR/MILKHOUSE/HOLDING PEN CLEANUP _____ 0.0
CATTLE WASHING BASED UPON METHOD OF WASHING _____ 0.3
PLATE COOLER _____ 0.0
CORRAL MISTERS _____ 0.0
TOTAL _____ 0.8
TOTAL DIVERSION VOLUME _____ 11.5

CONSUMPTIVE USE VOLUME (AFA)(assuming 100% consumptive):

STOCKWATER _____ 10.7
COMMERCIAL _____ 0.8
TOTAL CONSUMPTIVE USE _____ 11.5

THEORETICAL FLOW ESTIMATION WORKSHEET

REQUIRED PUMP INFORMATION

	PUMP 1	PUMP 2	PUMP 3	PUMP 4	PUMP 5
PUMP HORSEPOWER (HP) _____	0.00	0.00	0.00	0.00	0.00
LIFT (FT) _____	0	0	0	0	0
DISCHARGE PRESSURE (PSI) _____	0	0	0	0	0
FRICTION LOSSES (FT) _____	0.0	0.0	0.0	0.0	0.0
HOURS PER DAY PUMP OPERATES _____	0.0	0.0	0.0	0.0	0.0

CALCULATIONS

THEORETICAL FLOW RATE (CFS) * _____	0.00	0.00	0.00	0.00	0.00
DIVERSION VOLUME (AFA) ** _____	0.0	0.0	0.0	0.0	0.0

* PUMP EFFICIENCY WAS ASSUMED TO BE 70%.

** DIVERSION VOLUME IS THE ABSOLUTE MAXIMUM VOLUME BASED ON THE
THEORETICAL FLOW RATE ASSUMING PUMP RUNS EVERY DAY OF THE YEAR.

EVALUATION OF EQUIVALENT IRRIGATED ACREAGE

IRRIGATION RIGHT (BEFORE CHANGE)

DIVERSION RATE _____	0.00 CFS
ACRES OF IRRIGATION _____	0.0 ACRES
DIVERSION VOLUME _____	0.0 AC-FT/AC
CONSUMPTIVE USE VOLUME _____	0.0 AC-FT/AC
IRRIGATION IS BEING CONVERTED FOR WHICH PORTION OF THE DAIRY OPERATION - STOCKWATER (S), COMMERCIAL (C), OR BOTH (B)? _____	

CALCULATIONS

IRRIGATION DIVERSION RATE PER ACRE _____	#DIV/0! CFS/AC
REDUCTION OF IRRIGATION BASED ON DIVERSION RATE _____	0.0 ACRES
REDUCTION OF IRRIGATION BASED ON DIVERSION VOLUME _____	0.0 ACRES
REDUCTION OF IRRIGATION BASED ON CONSUMPTIVE USE _____	0.0 ACRES

T70501

AGREEMENT

This Document Gives Stan Haye the right to make changes necessary to the application of the water rights being transferred from Mathers Inc. To Joe and Goretta Bertao

IN WITNESS WHEREOF the parties hereto have agreed be executed on the day and year first above written.

OR
" Joe & Goretta Bertao

Witness

By: Goretta Bertao
Its: _____

By: Stan Haye
Its: _____

By: Joe Bertao
Its: _____

By: _____
Its: _____

STATE OF IDAHO)

) SS.

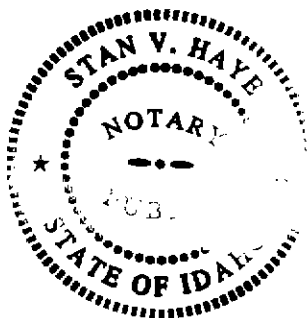
County of Twin falls)

On this 10 day of Dec, 2002, before me, a Notary Public, in and for said County and State, personally appeared Joe Bertao, known or identified to me to be Joe & Goretta Bertao that executed the foregoing instrument.

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 IDAHO

Residing at: TF County
My Commission expires: 6-30-06



**CONTRACT FOR SALE
OF WATER RIGHTS**

—•••••—

THIS AGREEMENT is made and entered into this 16 day of April, 2002,
by and between MATHERS RANCHES, INC., hereinafter referred to as "Seller," STAN HAYE of
SNAKE RIVER MANAGEMENT, INC., hereinafter referred to as their "Brokerage Agent," and
JOE BERTAO and GORETTA BERTAO, husband and wife, hereinafter referred to as "Buyers."

RECITALS

A. Seller owns water rights more fully described as follows:

Water permit numbers 47-2256G, 47-2349E, and 47-2358E, and Seller desires to split 12-
acre feet of water from said permits to sell. The water rights are presently appurtenant to land
located in Twin Falls County, Idaho, more particularly described as follows:

NW¼ SW¼, Section 32, Township 11 South, Range 18 East.

The nature of the use of water rights is for irrigation purposes.

B. Buyers own real property located in Twin Falls County, Idaho, more particularly
described as:

South ½ of the Northeast Section 35, Township 11 South, Range 16
East of the Boise Meridian.

C. The parties wish to agree upon terms and conditions whereby Sellers will sell to Buyers
and Buyers will purchase from Seller the above water rights and make them appurtenant to the real

property of the Buyers more particularly described above, with the nature of the use of the water to be for the operation of a dairy and stock water use. Such water rights are described as follows:

Water permit numbers 47-2256G, 47-2349E, and 47-2358E
appurtenant to real property located in Twin Falls County at NW¼
SW¼ Section 32, Township 11 South, Range 18 East.

IT IS THEREFORE AGREED, in consideration of these recitals, and the promises and covenants hereafter contained, as follows

1. Seller agrees to sell to Buyers the water rights described in Recital C above for the total purchase price of EIGHT THOUSAND DOLLARS (\$8,000.00) for the water. In addition to the above funds, Buyers shall pay \$1,500.00 to Stan Haye of Snake River Management, Inc. for legal fees, necessary filing fees, expenses, and labor involved in obtaining the necessary permits to transfer this water through the Department of Water Resources. This amount is due at signing and is non-refundable. It is expressly acknowledged that any funds payable to Dr. Brockway for his testimony or work on this matter will be additional expenses to be paid by the Buyers over and above the funds deposited as mentioned in this paragraph. Buyers shall deposit \$2,000.00 of the purchase price into the escrow account of Twin Falls Title & Escrow Company upon the water transfer being approved in Twin Falls and at the time it is forwarded to Boise. The remaining balance is due at closing.

2. The parties acknowledge that this Agreement is contingent upon the approval of the transfer of the water rights to the Buyers in accordance with this Agreement. The transfer will be deemed complete upon the full approval of the transfer by the Idaho Department of Water Resources

and the lapse of any protest or appeal period allowed by law or, if any protest or appeal of the final approval is timely filed, upon the final resolution of the appeal or protest upholding the validity of the transfer.

3. Within ten (10) days of the execution of this Agreement, the parties shall execute an application with the Idaho Department of Water Resources and all other necessary documents to initiate transfer of the water rights from Seller to Buyers in accordance with this Agreement. The parties shall fully cooperate to perform all actions and matters necessary to insure the approval of the application, including making appearances at any hearing or conference that may be required. If final approval of the transfer by the Idaho Department of Water Resources has not been provided by the 20th day of March, 2004, all protests and appeals resolved or barred by the lapse of time, this Agreement shall be terminated unless the parties contract to extend the time period.

4. Seller warrants to Buyers that:

- (a) Seller has good title to the water rights and has the lawful authority to enter into this Agreement.
- (b) The real property to which the water rights are now appurtenant is not encumbered by any mortgage, deed of trust or other lien, or that any
- (c) mortgagee, deed of trust beneficiary or other lien holder has consented in writing to the transfer of the water rights free of their liens.

5. Buyers shall diligently pursue the application for the transfer of water rights in order that the application will receive consideration in the quickest possible time.

6. Should either party be in default under this Agreement, the other party shall give notice by certified mail to the other of the nature of every claimed event of default at the address provided below:

Seller: Mathers Ranches, Inc.
3035 North 3500 East
Kimberly, ID 83341

Buyers: Joe and Goretta Bertao
2967 North 2700 East
Twin Falls, ID 83301

If the default is not timely cured within ten (10) days of the receipt of the notice, the party giving the notice may:

- (a) Give notice of the uncured default to Twin Falls Title & Escrow Company and request the payment of the earnest money to that party.
- (b) Pursue any other remedy to which that party may be entitled under the laws of the State of Idaho.

7. The day of closing shall be a regular business day not more than ten (10) days after the final approval of the water rights transfer applied for pursuant to this Agreement by the Idaho Department of Water Resources and the lapse of any time to file a lawful protest or appeal of the final approval without such a protest or appeal being filed, or the final resolution of such protest or appeal. Closing shall occur at the office of Twin Falls Title & Escrow Company, Twin Falls, Idaho. Any costs of closing shall be paid by the Buyers.

8. The parties acknowledge that the terms, conditions and covenants of this Agreement shall supersede any prior negotiations and agreements of the parties, that there are no other agreements not contained in this Agreement, and that this Agreement shall be the final expression

of the agreement of the parties and shall control. No modifications of this Agreement shall be valid unless in writing and executed by all the parties hereto. No amendment or modification of this Agreement shall be effective unless it is made in a writing executed by all parties.

9. Seller has agreed to pay a commission to the brokerage agent, Stan Haye of Snake River Management, Inc., based upon the sale price of the water rights, due and payable upon the closing of this Agreement. Buyers are not obligated for the payment of any commission to Stan Haye, Snake River Management, Inc. without a separate written agreement to that effect.

10. The parties are advised that they should seek the advice of legal counsel of their own choosing prior to entering into this Agreement.

11. Buyers cannot assign their interest in this Agreement to any third party.

12. If default be made by either party hereto in keeping or performing any of the covenants, conditions or agreements herein agreed to be kept by them, and the other party is required to employ an attorney to enforce any of the covenants, conditions or agreements herein contained, then and in such event, the party in default agrees to pay, in addition to all other sums herein agreed to be paid by them, a reasonable attorney's fee, together with any costs and disbursements that may be incurred in enforcing this Agreement.

13. The parties hereto acknowledge and agree that time is, and shall be, the essence of each and every term and condition contained herein.

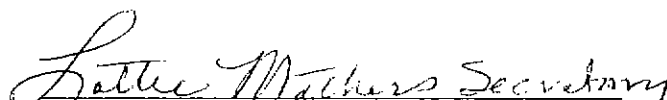
14. Buyers acknowledge and have reviewed the water rights, the beneficial use and the claim on file with the Snake River Adjudication.

15. This Agreement shall be binding upon and shall inure to the benefit of, and be binding upon the heirs, successors and assigns of the parties.

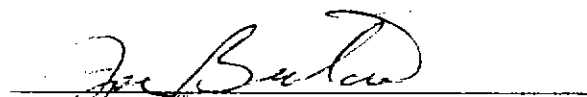
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names, the day and year in this Agreement first above written.

SELLER:**MATHERS RANCHES, INC.**


Doug Mathers, President

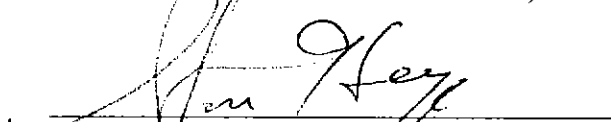

Lottie Mathers, Secretary

BUYERS:**JOE and GORETTA BERTAO**


Joe Bertao

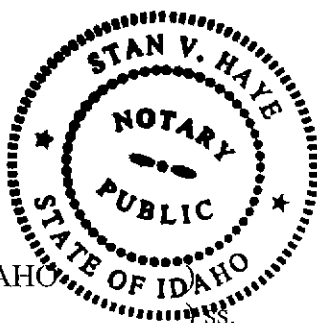

Goretta Bertao

BROKERAGE AGENT:**STAN HAYE
SNAKE RIVER MANAGEMENT, INC.**


Stan Haye, President

STATE OF IDAHO)
) ss.
 County of Twin Falls)

On this 17 day of April, 2002, before me, a Notary Public in and for said County and State, personally appeared DOUG MATHERS and LOTTIE MATHERS, known or identified to me to be the President and Secretary of the corporation that executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

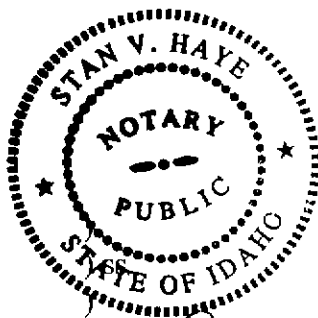


Stan Haye
 Notary Public for Idaho

Residence: T. F. County
 Commission Expires: 6-30-06

STATE OF IDAHO)
) ss.
 County of Twin Falls)

On this 17 day of April, 2002, before me, a Notary Public in and for said County and State, personally appeared JOE and GORETTA BERTAO, husband and wife, 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.



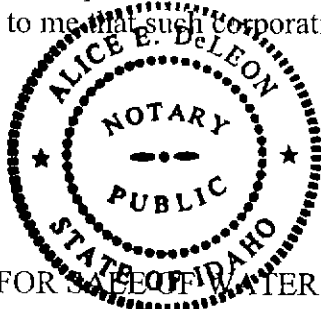
Stan Haye
 Notary Public for Idaho

Residence: T. F. County
 Commission Expires: 6-30-06

STATE OF IDAHO

County of Twin Falls

On this 18th day of April, 2002, before me, a Notary Public in and for said County and State, personally appeared STAN HAYE, known or identified to me to be the President of the corporation that executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Alice E. DeLeon
 Notary Public for Idaho

Residence: Filer, Idaho
 Commission Expires: 7/16/04

Twin Falls County, Idaho
Recorded for:

MATHERS

12:18pm Feb. 04, 1999

1999-002229

No. of Pages: 3 Fee: \$9.00

ROBERT S. FORT

Ex-Officio Recorder

Deputy: SM

WARRANTY DEED

FOR VALUE RECEIVED, WILLIAM M. TURNER, hereinafter called "Grantor," hereby grants, bargains, sells and conveys unto MATHERS RANCH, INC., whose mailing address is 3488 East 3100 North, Kimberly, Idaho 83341, hereinafter called "Grantee," the following described premises, in Twin Falls County, Idaho, to wit:

Township 11 South, Range 18, East of the Boise Meridian,
Twin Falls County, Idaho

Section 31: E $\frac{1}{4}$ SE $\frac{1}{4}$, all that part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ lying South of the right of way of the Twin Falls Canal Company Highline Canal. All that part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ lying South of the right of way of Twin Falls Canal Company Highline Canal more particularly described as follows:

A parcel of land located along the South boundary of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section to-wit:

BEGINNING at a point on the South boundary of the said NE $\frac{1}{4}$ NE $\frac{1}{4}$ which is 470 feet East from the Southwest corner thereof;

THENCE East 450 feet along the South boundary;

THENCE Westerly along the curve right of way boundary of the Twin Falls Canal Company Highline Canal for 510 feet to the PLACE OF BEGINNING.

SW $\frac{1}{4}$ SE $\frac{1}{4}$

EXCEPT a tract of land located in the Northwest corner of the said SW $\frac{1}{4}$ SE $\frac{1}{4}$ described as follows:

BEGINNING at the Northwest corner of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section;

THENCE South 544 feet along the West boundary of said SW $\frac{1}{4}$ SE $\frac{1}{4}$;

THENCE North 20°20' East 580 feet to the North line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$;

THENCE West 205 feet to the POINT OF BEGINNING.

NW $\frac{1}{4}$ SE $\frac{1}{4}$

EXCEPT a tract of land located in said 40 acre tract described as follows:

BEGINNING at the Southwest corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said

WARRANTY DEED - 1.

(wrdseed.tbh)

T70501

Section;

THENCE North 1320 feet to the Northwest corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section;
THENCE East 695 feet on the North boundary of the NW $\frac{1}{4}$ SE $\frac{1}{4}$;
THENCE South 20°20' West 1408 feet to the South boundary of said NW $\frac{1}{4}$ SE $\frac{1}{4}$;
THENCE West 205 feet to the POINT OF BEGINNING.

A tract of land located in the Southeast corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ described as follows:
BEGINNING at the Southeast corner of the said SW $\frac{1}{4}$ NE $\frac{1}{4}$;
THENCE West 625 feet;
THENCE North 20°20' East 630 feet to the right of way of Twin Falls Canal Company Highline Canal;
THENCE Northeasterly 500 feet along said Canal right of way to the East line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$;
THENCE South 760 feet to the Southeast corner of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ to the PLACE OF BEGINNING.

A tract of land located in the Southeast corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ described as follows:
BEGINNING at the Southeast corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section;
THENCE North 776 feet along the East boundary of said SE $\frac{1}{4}$ SW $\frac{1}{4}$;
THENCE South 20°20' West 828 feet to the South line of said Section;
THENCE East 287.6 feet to the POINT OF BEGINNING.

Section 32: SW $\frac{1}{4}$ NW $\frac{1}{4}$ and W $\frac{1}{2}$ SW $\frac{1}{4}$

Township 11 South, Range 17, East of the Boise Meridian,
Twin Falls County, Idaho

Section 36: W $\frac{1}{2}$

together with all improvements on said real property including, but not limited to, all appurtenances, easements, rights of way and all gated pipe and attachments for irrigation, water rights and shares in and to said property.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and

WARRANTY DEED - 2.
(wardeed.tbh)

T70501

with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from encumbrances, except as described above, and subject to any restrictions, easements or rights-of-way and that Grantor will warrant and defend the same from all lawful claims whatsoever.

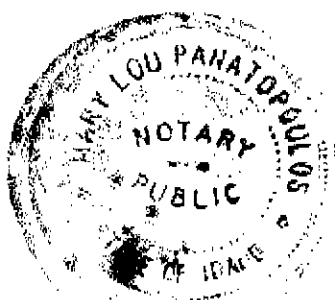
DATED this 9th day of July, 1991.

William M. Turner
William M. Turner

STATE OF IDAHO)
County of Twin Falls) ss.

On this 9th day of July, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM M. TURNER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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



Mary Lou Panatier
NOTARY PUBLIC
My Commission Expires: 5-18-93
Residing at Twin Falls, ID

WARRANTY DEED - 3.
(warranty deed)

T70501

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

RECEIVED
 JUN 17 2002
 Department of Water Resources
 Southern Region

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. If there is no corresponding water right record on file with the department, indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
47-11825					

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

Wylene Brown
 1186 East 4325 North Blvd ID. 83316

4. New Owner/Claimant(s)

Joe & Goretha Bertao

Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

2967 N 2600 E

City, State and ZIP Code

Twin Falls ID 83301

New Telephone Number

208 735-0056

5. Date you acquired the property

3-3-95

T70501

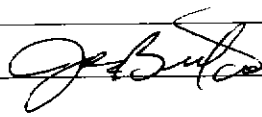
6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>47-11825</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	<u>0.14</u>	<u>Dairy Cows</u>
Domestic	<u>0.06</u>	<u>2 Homes.</u>
Other	_____	_____
Total	<u>0.14</u>	_____

X 7.

Signature of New Owner(s) or Claimant(s) _____
(include title if applicable)



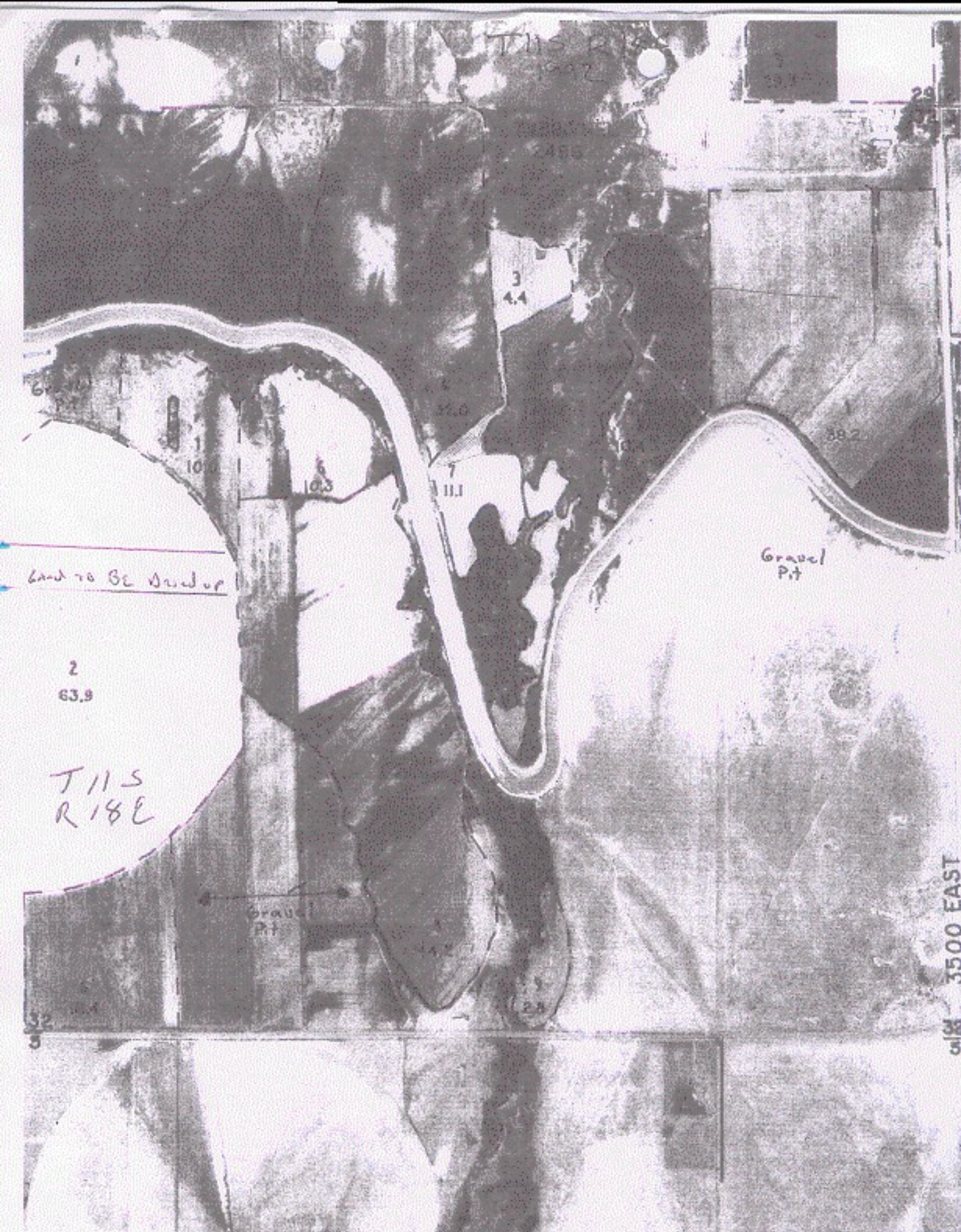
For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by [Signature] Date 6/18/02 Fee \$25
 Received by [Signature] Date 6/18/02 Receipt No. 5024999
 Processed by _____ AJ Date _____ WR _____ Date _____

T70501





Recorded at the request of
Benoit, Alexander, Sinclair,
Harwood & High
126 2nd Avenue North, P.O. Box 366
Twin Falls, Idaho 83303-0366

TITLEFACT, Inc.

1996003096

Mail original to Benoit, Alexander,
Sinclair, Harwood & High

Mail tax notices to:

EX-OFFICIO RECORD
FEE: 6.00 DEPUTY

38142ml

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WARRANTY DEED

FOR VALUE RECEIVED, WILLIAM J. LOUGHMILLER and SUSAN E. LOUGHMILLER, Husband and Wife, hereinafter called "Grantors," hereby grant, bargain, sell and convey unto JOE M. BERTAO and GORETTI^E BERTAO, Husband and Wife, whose mailing address is 360 Covey Lane, Tracy, California 95376, hereinafter called "Grantees," the following described premises, in Twin Falls County, Idaho, to wit:

Section 35: S $\frac{1}{2}$ of the NE $\frac{1}{4}$ Township 11 South,
Range 16 East, Boise Meridian, Twin Falls County,
Idaho, subject to:

A Twin Falls County Highway right-of-way;

A Power Line Easement dated April 19, 1978 and
recorded as Instrument No. 735171; and

A Mortgage dated May 25, 1993 and recorded as
Instrument No. 1993-007378.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees and to the Grantees' heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that the Grantors are the owners in fee simple of

T70501

said premises; that they are free from encumbrances except as described above and that Grantors will warrant and defend the same from all lawful claims whatsoever.

DATED this 23rd day of February, 1995.

William J. Loughmiller
WILLIAM J. LOUGHMILLER

Susan E. Loughmiller
SUSAN E. LOUGHMILLER

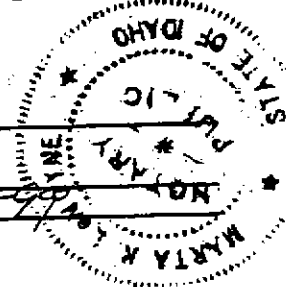
STATE OF IDAHO)
County of Twin Falls)

ss.

On this 23rd day of February, 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM J. LOUGHMILLER and SUSAN E. LOUGHMILLER, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

Marta E. Lemay
NOTARY PUBLIC
Residing at: Buhl
My Commission Expires: 9-8-99



T70501

Recorded at the request of
Benoit, Alexander, Sinclair,
Harwood & High
126 2nd Avenue North, P.O. Box 366
Twin Falls, Idaho 83303-0366

TWIN FALLS COUNTY, IDAHO

TITLEFACT, Inc.

Mail original to Benoit, Alexander,
Sinclair, Harwood & High

1996 FEB 25 P 2:26

1996003097

Mail tax notices to:

ROBERT S. FORT
EX-OFFICIO RECORDER
FEE: 6.00 DEPUTY: *CF*

38142ml

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

For Value Received William J. Loughmiller and Susan E. Loughmiller, Husband and Wife, hereby convey, release, remise and forever quit claim all their right, title and interest unto Joe M. Bertao and Gorett^E Bertao, Husband and Wife, whose address is 360 Covey Lane, Tracy, California 95376, 39 shares of Salmon River Canal Company Water Stock, expressly subject to the pending litigation in the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls, being Case No. 36983, and all related matters, in the Snake River Adjudication.

IN WITNESS WHEREOF, we have set our hands hereto this 23rd
day of February, 1995.

William J. Loughmiller

WILLIAM J. LOUGHMILLER

Susan E. Loughmiller

SUSAN E. LOUGHMILLER

T70501

STATE OF IDAHO

County of Twin Falls

ss.

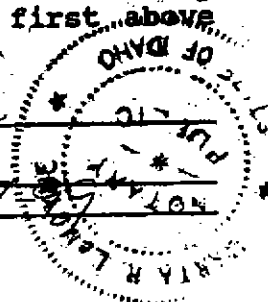
On this 23rd day of February, 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM J. LOUGHMILLER and SUSAN E. LOUGHMILLER, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

Marta P. Lemay
NOTARY PUBLIC

Residing at: Buhl

My Commission Expires: 9-8-97



T70501

This warranty deed is being rerecorded to correct the legal description.

TWIN FALLS COUNTY, IDAHO

RECORDED FOR:

FIRST AMERICAN TITLE COMPANY

1995 AUG 11 4:02

19950124851

ROBERT S. FORT

NOTARY PUBLIC

FEE: 3.00 DEPUTY: ST

T-18132AC E12308KB

WARRANTY DEED

For Value Received Mike Jessen, a married man, as his sole and separate property

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

Lino T. Ortiz, a married man

whose address is: 592 Jefferson

Twin Falls ID 83301

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

Township 11 South, Range 16 East, Boise Meridian, Twin Falls County, Idaho

Section 35: E1/2/S21/4 S1/2NE1/4SE1/4

Subject to: Twin Falls County Highway Right of Way

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: August 11, 1995

Mike Jessen

STATE OF IDAHO

COUNTY OF CASSIA

On this 11th of August, 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared Mike Jessen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.



Notary Public

Residing at

My commission expires: 10/18/98

TWIN FALLS COUNTY, IDAHO

RECORDED FOR:

FIRST AMERICAN TITLE COMPANY

1995 SEP 14 11:40

19950142531

ROBERT S. FORT

NOTARY PUBLIC

FEE: 3.00 DEPUTY: SL

T70501

Case No. 46669SM

TitleFact, Inc.
163 Fourth Avenue North
P O Box 486
Twin Falls, Idaho 83303

*** STATE ADULTERY RECORDER ***

Twin Falls County, Idaho

Recorded for
TITLEFACT

02:22pm Mar. 15, 2002
2002 - 004784

No. of Pages: 1 Fee: \$3.00
ROBERT S. FORT
Ex-Officio Recorder
Deputy: CH

WARRANTY DEED

FOR VALUE RECEIVED **CHARLES A. LEGG**, a married man dealing with his sole and separate property, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **JERRY SCOVILL and BRENDA SCOVILL, husband and wife**, hereinafter called Grantee, whose address is: 2957 North 2600 East, Twin Falls, Idaho 83301, the following described premises in Twin Falls County, Idaho; to-wit:

Township 11 South, Range 16 East, Boise Meridian, Twin Falls County, Idaho

Section 35: A tract of land located in the E $\frac{1}{4}$ SE $\frac{1}{4}$ more particularly described as follows:

BEGINNING at the Southeast corner of said E $\frac{1}{4}$ SE $\frac{1}{4}$;

THENCE North 00°09'55" West a distance of 1988.05 feet along the Easterly boundary of said E $\frac{1}{4}$ SE $\frac{1}{4}$ to the TRUE POINT OF BEGINNING;

THENCE South 89°55'39" West a distance of 1323.52 feet to the Westerly boundary of said E $\frac{1}{4}$ SE $\frac{1}{4}$;

THENCE North 00°10'08" West a distance of 662.13 feet to the Northwest corner of said E $\frac{1}{4}$ SE $\frac{1}{4}$;

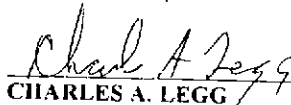
THENCE North 89°54'12" East a distance of 1323.56 feet to the Northeast corner of said E $\frac{1}{4}$ SE $\frac{1}{4}$;

THENCE South 00°09'55" East a distance of 662.69 feet along the Easterly boundary of said E $\frac{1}{4}$ SE $\frac{1}{4}$ to the TRUE POINT OF BEGINNING

Also shown as Tract 4 of that Survey recorded May 8, 1995, as Instrument No. 1995-007792, records of Twin Falls County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as described above; and that Grantor will warrant and defend the same from all lawful claims whatsoever

Dated: March 12, 2002

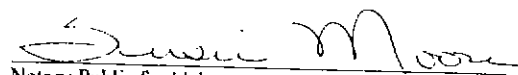

CHARLES A. LEGG

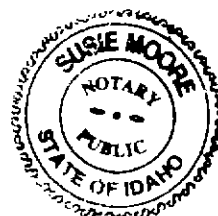
STATE OF IDAHO

County of Twin Falls

On this 15th day of March, 2002, before me, a Notary Public in and for said State, personally appeared **CHARLES A. LEGG**, a married man dealing with his sole and separate property, known or identified to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

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


Notary Public for Idaho
Residing at Twin Falls
Commission expires 11-28-2002



T70501

AGREEMENT

THIS AGREEMENT, dated this 21 day of May, 2002, by and between **Wyllen B Drown**, an individual, ("Grantor"), and **Joe & Goretta Bertao** husband and wife ("Grantee").

WITNESSETH:

WHEREAS, Grantor was the owner of real property in the North ½ of the Southeast ¼ of the Northeast 1/4 of section 35, township 11 South Range 16 East of Boise Meridian, Twin Falls County, Idaho, more particularly described in "Exhibit B" attached hereto and incorporated herein by this reference ("Exhibit B"); and

WHEREAS, Grantee is the new owner of real property in the North ½ of the Southeast ¼ of the Northeast 1/4 of section 35, township 11 South Range 16 East of Boise Meridian, Twin Falls County, Idaho, more particularly described in "Exhibit B" attached hereto and incorporated herein by this reference ("Exhibit B"); and

WHEREAS, Grantee desires to obtain and Grantor desires to grant that water right Number 47-11825 of the subject matter. (See Exhibit B) To be relinquished and reassigned back to Grantee

NOW, THEREFORE, in consideration of the mutual promises covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Grantor, the parties hereto agree, for themselves, their heirs, successors and assigns, as follows:

1. Grantor hereby grants to the Grantee, its heirs, successors and assigns, Water right Number 47-11825 to said property. (See exhibit B)

2. In the event that the Grantee or the Grantor shall be required to secure legal services or advice to enforce any provision of this agreement, the successful party with the respect to such enforcement, shall be entitled to reasonable costs and attorney's fees incurred for such services or advice, in addition to all other remedies which may be available at law or in equity.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed on the day and year first above written.

"GRANTOR"

"GRANTEE"

Wylen Drown

Joe & Goretta Bertao

By: Wylen Drown
Its: _____

By: _____
Its: _____

By: Joe Bertao
Its: _____

By: Goretta Bertao
Its: _____

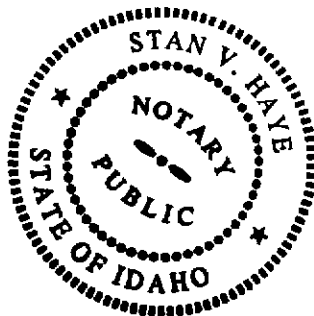
STATE OF IDAHO)

) SS.

County of Twin falls)

On this 21 day of MAY, 2002, before me, a Notary Public, in and for said County and State, personally appeared Wylen Drown, known or identified to me to be Wylen Drown that executed the foregoing instrument.

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



Stan Hays
NOTARY PUBLIC FOR IDAHO
Residing at: TR County
My Commission expires: 6-30-06

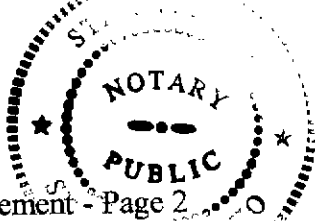
STATE OF IDAHO)

) SS.

County of Twin Falls)

On this 21 day of MAY, 2002, before me, a Notary Public, in and for said County and State, personally appeared Joe & Goretta Bertao, known or identified to me to be the Joe and Goretta Bertao that executed the foregoing instrument.

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



Stan Hays
NOTARY PUBLIC FOR IDAHO
Residing at: TR County
My Commission expires: 6-30-06

Easement Agreement - Page 2

T70501

EXHIBIT B

Legal Description: For property owned by Joe & Goretta Bertao

Joe & Goretta Bertao Legal owners 80 acres of land in the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ Section 35:

Township 11 south range 16 east of the Boise Meridian, Twin Falls county Idaho.

With a dairy site location more particularly described as A parcel of land located in the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ Section 35: Township 11 south range 16 east of the Boise Meridian, Twin Falls county Idaho more particularly described as follows: Property described as owned by Joe & Goretta Bertao (see attached Warranty deed and quick claim 36983)

That water right # 47-11825 was filed and licensed to Wylen Drown with a priority date of 12/31/68 and attached to property previous owned by Wylen Drown in the NESE Section 35, Township 11 South Range 16 East. Intent never being for said property.

Water Right # 47-11825 was used for stock water of 300 Dairy cows and 150 head of sheep with a domestic use. Located in North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ Section 35 Township 11 south range 16 east of the Boise Meridian, Twin Falls county Idaho. Also previously owned by Mr. Wylen Drown.

(See attached ASCS map& Water right.)

AGREEMENT

THIS AGREEMENT, dated this 5th day of June, 2002, by and between **Jerry Scovill** an individual, ("Grantor"), and **Joe & Goretta Bertao** husband and wife ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of real property in the North ½ of the Northeast ¼ of the Southeast ¼ of section 35, township 11 South Range 16 East of Boise Meridian, Twin Falls County, Idaho, more particularly described in "Exhibit B" attached hereto and incorporated herein by this reference ("Exhibit B"); and

WHEREAS, Grantee is the owner of real property in the North ½ of the Southeast ¼ of the Northeast ¼ of section 35, township 11 South Range 16 East of Boise Meridian, Twin Falls County, Idaho, more particularly described in "Exhibit B" attached hereto and incorporated herein by this reference ("Exhibit B"); and

WHEREAS, Grantee desires to obtain and Grantor desires to grant that water right Number 47-11825 attached and adhered too said property of the subject matter. (See Exhibit B) To be relinquished and reassigned back to Grantee

NOW, THEREFORE, in consideration of the mutual promises covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Grantor, the parties hereto agree, for themselves, their heirs, successors and assigns, as follows:

1. Grantor hereby grants to the Grantee, its heirs, successors and assigns, Water right Number 47-11825 to said property. (See exhibit B)

2. In the event that the Grantee or the Grantor shall be required to secure legal services or advice to enforce any provision of this agreement, the successful party with the respect to such enforcement, shall be entitled to reasonable costs and attorney's fees incurred for such services or advice, in addition to all other remedies which may be available at law or in equity.

EXHIBIT B

Legal Description: For property owned by Joe & Goretta Bertao

Joe & Goretta Bertao Legal owners 80 acres of land in the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ Section 35:

Township 11 south range 16 east of the Boise Meridian, Twin Falls county Idaho.

With a dairy site location more particularly described as A parcel of land located in the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ Section 35: Township 11 south range 16 east of the Boise Meridian, Twin Falls county Idaho more particularly described as follows: Property described as owned by Joe & Goretta Bertao (see attached Warranty deed and quick claim 36983)

That water right # 47-11825 was filed and licensed to Wylen Drown with a priority date of 12/31/68 and attached to property previous owned by Wylen Drown in the NESE Section 35, Township 11 South Range 16 East. Intent never being for said property.

Whereas Water right # 47-11825 is attached to the NESE and a portion of is in the N1/2 of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ Section 35 Township 11 South Range 16 East of the Boise Meridian owned by Jerry Scovill

Water Right # 47-11825 was used for stock water of 300 Dairy cows and 150 head of sheep with a domestic use. Located in North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ Section 35 Township 11 south range 16 east of the Boise Meridian, Twin Falls county Idaho. Also previously owned by Mr. Wylen Drown.

(See attached ASCS map & Water right.)

AGREEMENT

THIS AGREEMENT, dated this 29 day of MAY, 2002, by and between **Lino Ortiz**, an individual, ("Grantor"), and **Joe & Goretta Bertao** husband and wife ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of real property in the South ½ of the Northeast ¼ of the Southeast ¼ of section 35, township 11 South Range 16 East of Boise Meridian, Twin Falls County, Idaho, more particularly described in "Exhibit B" attached hereto and incorporated herein by this reference ("Exhibit B"); and

WHEREAS, Grantee is the owner of real property in the North ½ of the Southeast ¼ of the Northeast ¼ of section 35, township 11 South Range 16 East of Boise Meridian, Twin Falls County, Idaho, more particularly described in "Exhibit B" attached hereto and incorporated herein by this reference ("Exhibit B"); and

WHEREAS, Grantee desires to obtain and Grantor desires to grant that water right Number 47-11825 attached hereto said property of the subject matter. (See Exhibit B) To be relinquished and reassigned back to Grantee

NOW, THEREFORE, in consideration of the mutual promises covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Grantor, the parties hereto agree, for themselves, their heirs, successors and assigns, as follows:

1. Grantor hereby grants to the Grantee, its heirs, successors and assigns, Water right Number 47-11825 to said property. (See exhibit B)

2. In the event that the Grantee or the Grantor shall be required to secure legal services or advice to enforce any provision of this agreement, the successful party with the respect to such enforcement, shall be entitled to reasonable costs and attorney's fees incurred for such services or advice, in addition to all other remedies which may be available at law or in equity.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed on the day and year first above written.

"GRANTOR"

"GRANTEE"

Lino Ortiz

Joe & Goretta Bertao

By: Lino Ortiz

Its: _____

By: _____

Its: _____

By: Joe Bertao

Its: _____

By: Goretta Bertao

Its: _____

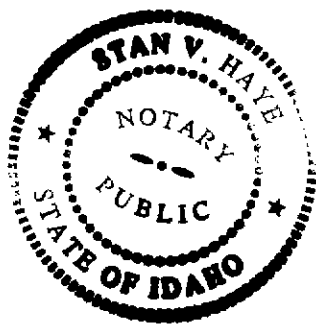
STATE OF IDAHO)

) SS.

County of Twin falls)

On this 29 day of MAY, 2002, before me, a Notary Public, in and for said County and State, personally appeared Lino Ortiz, known or identified to me to be Lino Ortiz that executed the foregoing instrument.

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



Stan Haye
NOTARY PUBLIC FOR IDAHO

Residing at: TR Court

My Commission expires: 6-30-06

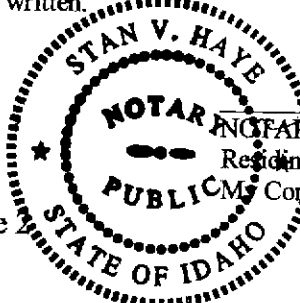
STATE OF IDAHO)

) SS.

County of Twin Falls)

On this 5 day of June, 2002, before me, a Notary Public, in and for said County and State, personally appeared Joe & Goretta Bertao, known or identified to me to be the Joe and Goretta Bertao that executed the foregoing instrument.

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



Stan Haye
NOTARY PUBLIC FOR IDAHO

Residing at: TR Court

My Commission expires: 6-30-06

EXHIBIT B

Legal Description: For property owned by Joe & Goretta Bertao

Joe & Goretta Bertao Legal owners 80 acres of land in the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ Section 35:

Township 11 south range 16 east of the Boise Meridian, Twin Falls county Idaho.

With a dairy site location more particularly described as A parcel of land located in the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ Section 35:Township 11 south range 16 east of the Boise Meridian, Twin Falls county Idaho more particularly described as follows: Property described as owned by Joe & Goretta Bertao (see attached Warranty deed and quick claim 36983)

That water right # 47-11825 was filed and licensed to Wylen Drown with a priority date of 12/31/68 and attached to property previous owned by Wylen Drown in the NESE Section 35, Township 11 South Range 16 East. Intent never being for said property.

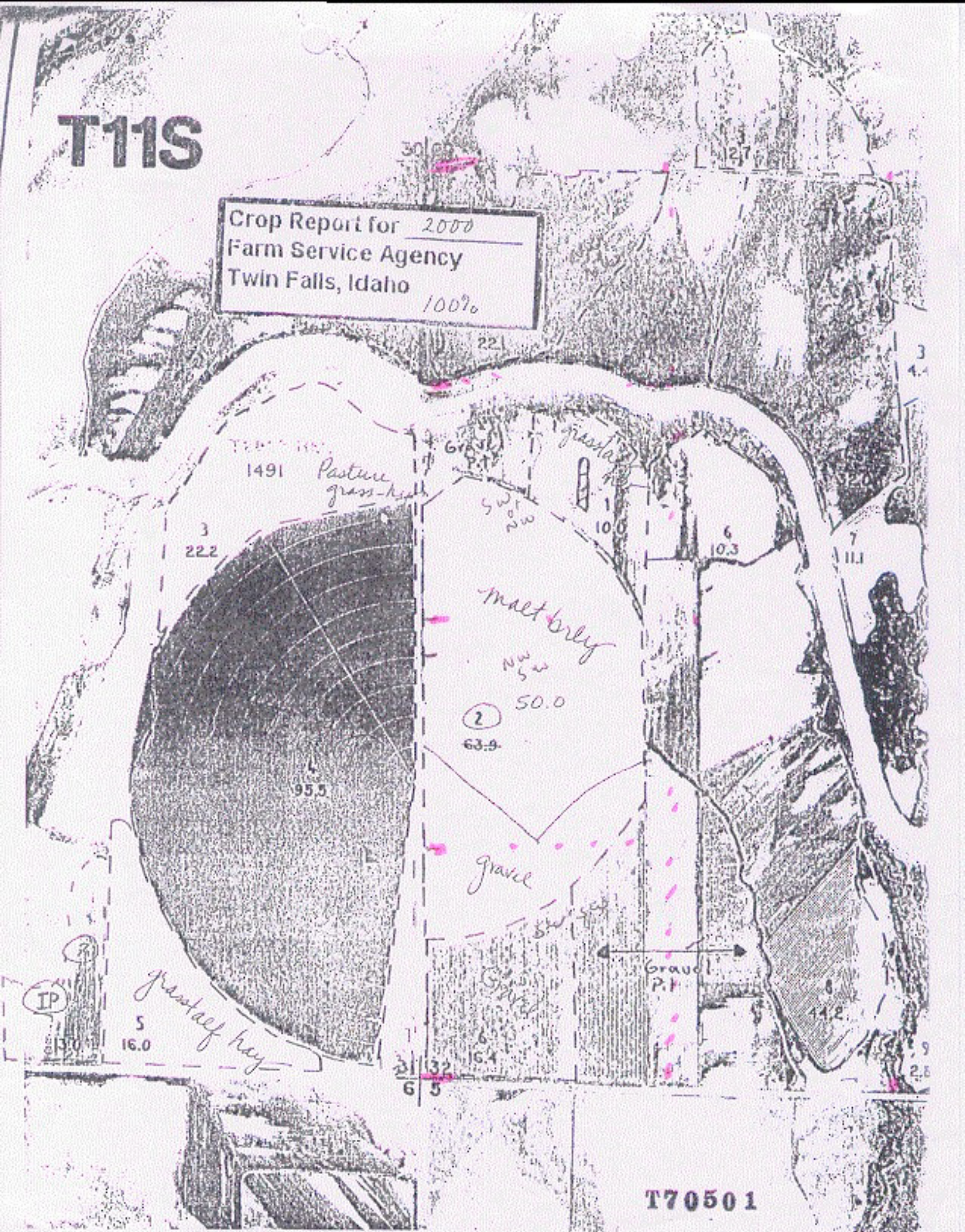
Whereas water right # 47-1185 is attached to the NE of the SE Section 35:Township 11 south range 16 east of the Boise Meridian with a portion of being attached to property owned by Lino Ortiz described as South $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ Section 35:Township 11 South Range 16 East of the Boise Meridian

Water Right # 47-11825 is used for stock water of 300 Dairy cows and 150 head of sheep with a domestic use. Located in North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ Section 35 Township 11 south range 16 east of the Boise Meridian, Twin Falls county Idaho. Also previously owned by Mr. Wylen Drown.

(See attached ASCS map& Water right.)

T11S

Crop Report for 2000
Farm Service Agency
Twin Falls, Idaho
100%



FSA-578 (02-01-91)

Form Approved - OMB No. 0560-0004

FARM NUMBER: 1491

REPORT OF ACREAGE

PROGRAM YEAR 2000

FARM SUMMARY

DATE: 05-25-2000

Operator Name and Address ID

MATHERS RANCH INC 8275
 3485 E 3100 N
 KIMBERLY, ID 83341-5251

Original: _____

Revision: _____

Cropland: 224.0

Farmland: 680.0

NOTE: The following statements are made in accordance with the Privacy Act of 1974 (5 USC 552a). The Agricultural Adjustment Act of 1938, as amended, and the Agricultural Act of 1949, as amended, authorized the collection of the following data. The data will be used to determine eligibility for assistance. Furnishing the data is voluntary, however, without it assistance cannot be provided. The data may be furnished to any agency responsible for enforcing the provisions of the Acts. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate, or any other aspect of this collection of information, including suggestions for reducing this burden, to the Department of Agriculture, Clearance Officer, Ag Box 7630, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0560-0004), Washington, D.C. 20503. RETURN THIS COMPLETED FORM TO YOUR FSA COUNTY OFFICE.

The following producer shares are identical for every field and crop:

Producer Name	ID	Share
MATHERS RANCH INC	8275	1.0000

Crop	Reported	Determined	Crop	Reported	Determined	Crop	Reported	Determined
ALFAL	55.5		BARLY	50.0		GRASS	48.2	
OFAY	.0							

OPERATOR'S CERTIFICATION: I certify to the best of my knowledge and belief that the acreage of crops and land uses listed herein are true and correct, and that all required crops and land uses have been reported for the farm as applicable. The signing of this form gives FSA representatives authorization to enter and inspect crops and land uses on the above identified land.

Operator's Signature

Matters Ranch, Inc. Lattie R. Mathers

Date

5-25-2000

This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, national origin, sex, age, marital status, or disability.

FSA-578(02-01-91)

REPORT OF ACREAGE

PROGRAM YEAR 1999

FARM NUMBER:

1491

So Fk

FARM SUMMARY

DATE: 08-18-1999

Operator Name and Address

ID

Original: _____

MATHERS RANCH INC

8275

Revision: SM

3485 E 3100 N

Cropland: 224.0

KIMBERLY, ID

83341-5251

Farmland: 680.0

NOTE: The following statements are made in accordance with the Privacy Act of 1974(5 USC 552a). The Agricultural Adjustment Act of 1938, as amended, and the Agricultural Act of 1949, as amended, authorized the collection of the following data. The data will be used to determine eligibility for assistance. Furnishing the data is voluntary, however, without it assistance cannot be provided. The data may be furnished to any agency responsible for enforcing the provisions of the Acts.

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate, or any other aspect of this collection of information, including suggestions for reducing this burden, to the Department of Agriculture, Clearance Officer, Ag Box 7630, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0560-0004), Washington, D.C. 20503. RETURN THIS COMPLETED FORM TO YOUR FSA COUNTY OFFICE.

The following producer shares are identical for every field and crop:

Producer Name
MATHERS RANCH INC

ID
8275

Share
1.0000

Crop	Reported	Determined	Crop	Reported	Determined	Crop	Reported	Determined
ALFAL	95.5		BARLY	50.0		GRASS	61.2	
DFAV	.0							

OPERATOR'S CERTIFICATION: I certify to the best of my knowledge and belief that the acreage of crops and land uses listed herein are true and correct, and that all required crops and land uses have been reported for the farm as applicable. The signing of this form gives FSA representatives authorization to enter and inspect crops and land uses on the above identified land.

Operator's Signature

Mathers Ranch Inc. L. L. Mathers Sec Treas

Date

8-23-99

This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, national origin, sex, age, marital status, or disability.

So Fk

*Corrected
Crop Report
1999*

FSA-578(02-01-91)

FARM NUMBER: 1491

Operator Name and Address

ID

MATHERS RANCH INC

8275

3485 E 3100 N

KIMBERLY, ID

83341-5251

REPORT OF ACREAGE

FARM SUMMARY

Form Approved - OMB No. 0560-0004

PROGRAM YEAR 1998

DATE: 06-09-1998

Original: _____

Revision: _____

Cropland: 224.0

Farmland: 560.0

NOTE: The following statements are made in accordance with the Privacy Act of 1974(5 USC 552a). The Agricultural Adjustment Act of 1938, as amended, and the Agricultural Act of 1949, as amended, authorized the collection of the following data. The data will be used to determine eligibility for assistance. Furnishing the data is voluntary, however, without it assistance cannot be provided. The data may be furnished to any agency responsible for enforcing the provisions of the Acts. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate, or any other aspect of this collection of information, including suggestions for reducing this burden, to the Department of Agriculture, Clearance Officer, Ag Box 7630, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0560-0004), Washington, D.C. 20503. RETURN THIS COMPLETED FORM TO YOUR FSA COUNTY OFFICE.

The following producer shares are identical for every field and crop:

Producer Name
MATHERS RANCH INC

ID
8275

Share
1.0000

Crop	Reported	Determined	Crop	Reported	Determined	Crop	Reported	Determined
ALFAL	156.4		BARLY	7.8		GRASS	48.2	
DAV	.0							

OPERATOR'S CERTIFICATION: I certify to the best of my knowledge and belief that the acreage of crops and land uses listed herein are true and correct, and that all required crops and land uses have been reported for the farm as applicable. The signing of this form gives FSA representatives authorization to enter and inspect crops and land uses on the above identified land.

Operator's Signature

Mathers Ranch Inc Lorette L. Mathers Sec Treas

Date

6-9-98

This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, national origin, sex, age, marital status, or disability.

FSA-578 (02-01-91)

REPORT OF ACREAGE

PROGRAM YEAR 2002

FARM NUMBER: 1491 - So th

FARM SUMMARY

DATE: 06-04-2002

Operator Name and Address ID

MATHERS RANCH INC 8275
 3485 E 3100 N
 KIMBERLY, ID 83341-5251

Original: *On*Revision: *On*

Cropland: 224.0

Farmland: 680.0

*2002
Crop Report*

NOTE: The following statements are made in accordance with the Privacy Act of 1974 (5 USC 552a). The Agricultural Adjustment Act of 1938, as amended, and the Agricultural Act of 1949, as amended, authorized the collection of the following data. The data will be used to determine eligibility for assistance. Furnishing the data is voluntary, however, without it assistance cannot be provided. The data may be furnished to any agency responsible for enforcing the provisions of the Acts. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate, or any other aspect of this collection of information, including suggestions for reducing this burden, to the Department of Agriculture, Clearance Officer, Ag Box 7630, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0560-0004), Washington, D.C. 20503. RETURN THIS COMPLETED FORM TO YOUR FSA COUNTY OFFICE.

Producer Name	ID	Crop	Share	Crop	Share	Crop	Share	Crop	Share
MATHERS RANCH INC	8275	OATS	1.0000	ALFAL	1.0000	GRASS	1.0000	MIXFG	1.0000

Crop Type	Prac	IU	Reported	Determined	Crop Type	Prac	IU	Reported	Determined	Crop Type	Prac	IU	Reported	Determined
ALFAL	I	FG	95.5		GRASS	ORG	I	FG	13.0	GRASS	ORG	I	GZ	22.2
MIXFG	AGM	I	FG	16.0	OATS	SPR	I	FG	31.0	OFAV	N			1.0

OPERATOR'S CERTIFICATION: I certify to the best of my knowledge and belief that the acreage of crops and land uses listed herein are true and correct, and that all required crops and land uses have been reported for the farm as applicable. The signing of this form gives FSA representatives authorization to enter and inspect crops and land uses on the above identified land.

Operator's Signature

Date

Ray L. Mathers

6-04-02

This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, national origin, sex, age, marital status, or disability.

FSA-578 (02-01-91)

REPORT OF ACREAGE

Form Approved - OMB No. 0560-0064

FARM NUMBER: 1491 *Soft*

FARM SUMMARY

PROGRAM YEAR 2001

Operator Name and Address ID

DATE: 06-11-2001

MATHERS RANCH INC
3485 E 3100 N
KIMBERLY, ID 8275
85341-5251

Original: _____

Revision: _____

Cropland: 224.0

Farmland: 680.0

*2001
Crop Report*

NOTE: The following statements are made in accordance with the Privacy Act of 1974 (5 USC 552a). The Agricultural Adjustment Act of 1938, as amended, and the Agricultural Act of 1949, as amended, authorized the collection of the following data. The data will be used to determine eligibility for assistance. Furnishing the data is voluntary, however, without it assistance cannot be provided. The data may be furnished to any agency responsible for enforcing the provisions of the Act.

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate, or any other aspect of this collection of information, including suggestions for reducing this burden, to the Department of Agriculture, Clearance Officer, Ag Box 7630, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0560-0004), Washington, D.C. 20503. RETURN THIS COMPLETED FORM TO YOUR FSA COUNTY OFFICE.

Producer Name	ID	Crop	Share	Crop	Share	Crop	Share
MATHERS RANCH INC	8275		1.0000	BARLY	1.0000		1.0000

Crop Type	Prac IU	Reported	Determined	Crop Type	Prac IU	Reported	Determined	Crop Type	Prac IU	Reported	Determined
ALFAL	I FG	95.5		BARLY SPR	1 GR	40.0		GRASS ORG	I FG	61.2	
CFAV	N	.0									

OPERATOR'S CERTIFICATION: I certify to the best of my knowledge and belief that the acreage of crops and land uses listed herein are true and correct, and that all required crops and land uses have been reported for the farm as applicable. The signing of this form gives FSA representatives authorization to enter and inspect crops and land uses on the above identified land.

Operator's Signature

Mathers Ranch, Inc. Letha L. Mathers

Date

6-11-2001

This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, national origin, sex, age, marital status, or disability.