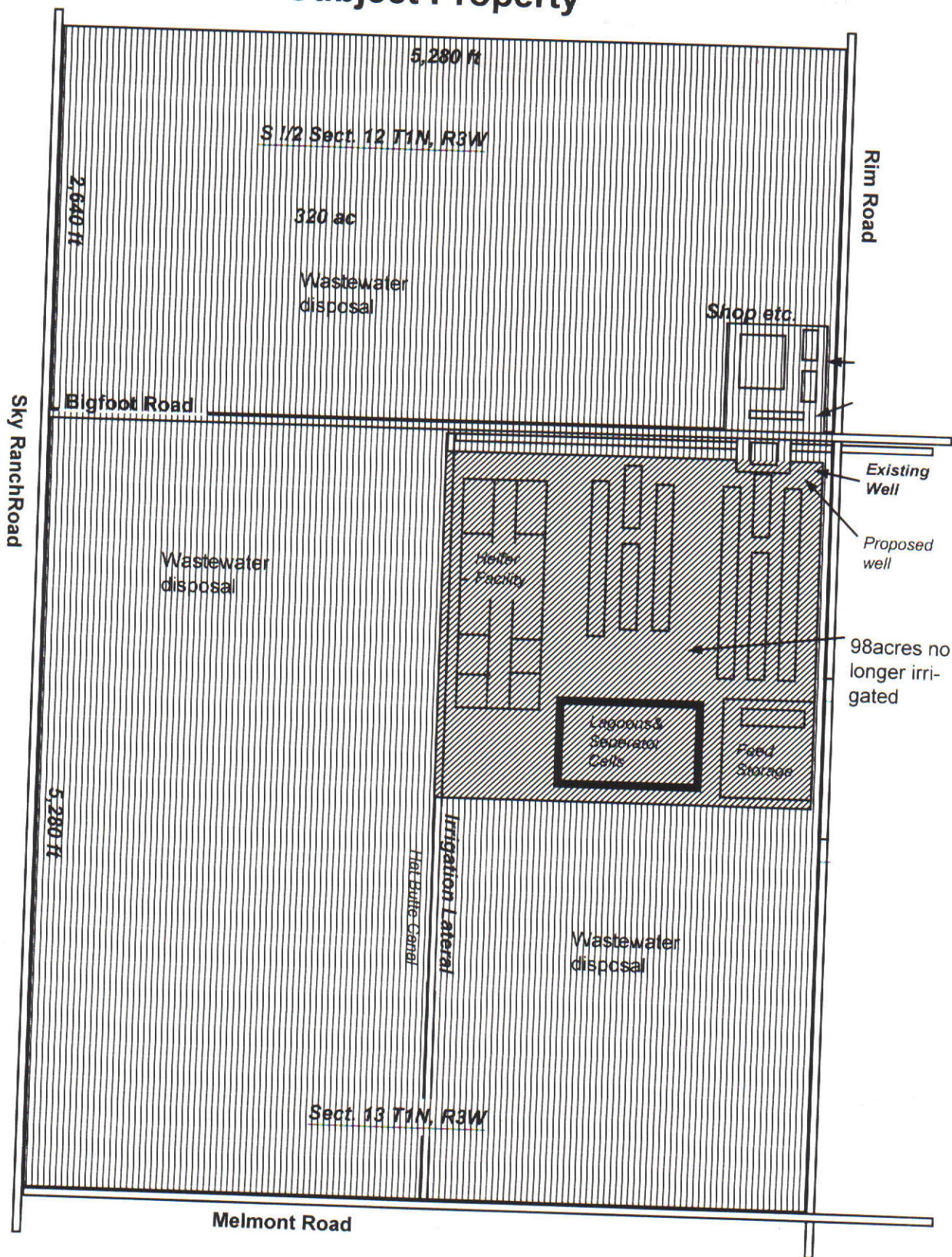


Subject Property



MICROFILMED

APR 26 2001

AW

5305

N/N

H/NW

147.2

127

1318

12305

T5306

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217

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35.6

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26.7

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H/

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MICROFILMED
APR 26 2001

NAPP 10027-426

R3W

H/NW

T 5306

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SEE

N-16

H/NW

N/NW

MICROFILMED
APR 26 2001

RECEIVED

NOV 29 1999

WATER RESOURCES
WESTERN REGION

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 5598**

Notice is hereby given that **MICHAEL CHRISTENSEN** of 8725 Bigfoot Rd, Melba, ID 83641 had applied to the Department of Water Resources to change the Nature, Period, and Place of Use and add a Point of Diversion pursuant to I.C. § 42-222 for the following ground water irrigation licenses in T1N R3W S13, Canyon County:

63-03142, priority 1/7/1959, 2.63 cfs, 240 acres.

63-07083, priority 4/11/1968, 2.4 cfs, 120 acres.

Both rights are served by the same well in the NENE and irrigate 360 total acres in S13.

PROPOSED CHANGE

Retire 98 acres from irrigation and use the water from those acres for Vander Stelt's new dairy in the NENE S13, located 7 miles South of Lake Lowell, just West of Rim Road. A proposed well will supply 3400 milking cows and 600 dry stock. Waste water from the dairy will be land applied to the remaining acres. New uses will be described as a total of 1.96 cfs/247 af commercial and stock-water to be used year around.

Any protest against the approval of the proposed change must be filed with the Department of Water Resources, Western Region, 2735 Airport Way Boise, ID 83705-5082, together with a protest fee of \$25 on or before December 6, 1999. The applicant must also send a copy of the protest to the applicant.

November 18, 25, 1999

KARL J. DREHER, Director

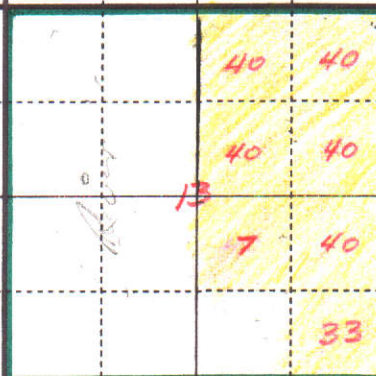
9947

MICROFILMED

APR 26 2001

$$63-4132 = 2.63 \text{ a.s.}$$

12



63 3142

RECEIVED
APR 16 1964

Department of Reclamation

AFFIDAVIT OF PUBLICATION

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

Notice is hereby given that at 10 A. M., on the 8th day of April, 1964, at Nampa, County of Canyon, State of Idaho, before James E. Schiller, Notary Public, at 1202 2nd St., South, Nampa, Idaho, proof will be submitted of the completion of works for the diversion of 6.4 cubic feet per second of underground water from a well, and of the application to beneficial use of said water, in accordance with the terms and conditions of Permit No. G-27684, heretofore issued by the Department of Reclamation of the State of Idaho.

1. The name and postoffice address of the person or corporation holding said permit is Dry Lake Farms, Inc., a corporation, Rt. No. 1, Nampa, Idaho.

2. Said works of diversion will be fully completed on the date set for such completion, and the amount of water which said works are capable of conveying to the place of use is 6.4 cubic feet per second.

3. The use to which said water has been applied is irrigation purposes, and the amount applied to beneficial use is 6.4 cubic feet per second.

4. The point of diversion of said water is the NE corner of the NE 1/4 of the NE 1/4 of Sec. 13, Twp. 1 N., R. 3 W. B.M., Canyon County, Idaho.

5. The place where said water is used is E 1/2 of Sec. 13, Twp. 1 N., R. 3 W. B.M., Canyon County, Idaho.

6. The date of priority which said user is prepared to establish is January 7, 1959.

CARL E. TAPPAN
State Reclamation Engineer
March 14, 21, 28; April 4, 1964.

STATE OF IDAHO,

County of Canyon.

)
) ss.
)

Jeanne Bruner
of Nampa, Canyon County, Idaho, being first duly sworn,
deposes and says:

1. That I am a citizen of the United States of America, and at all times hereinafter mentioned was over the age of twenty-one years, and not a party to the above entitled action.

2. That I am the Principal Clerk of the Idaho Free Press, a daily, (except Sunday) newspaper published in the City of Nampa, in the County of Canyon, State of Idaho; that the said newspaper is in general circulation in the said County of Canyon, and in the vicinity of Nampa, and has been uninterruptedly published in said County during a period of seventy-eight consecutive weeks prior to the first publication of the notice, a copy of which is hereto attached.

3. That the notice, of which the annexed is a printed copy, was published in said newspaper

Four times in the regular and entire issue of said paper, and was printed in the newspaper proper, and not in a supplement.

4. That said notice was published the following dates:

March 14, 21; April 4, 1964

Jeanne Bruner

Subscribed and sworn to before me this

4th day of April, 1964

Adam L. Laro

Notary Public, Residing at Nampa, Idaho.

MY COMMISSION EXPIRES JUNE 23, 1967

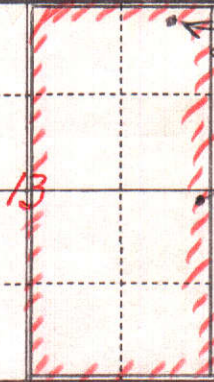
27684

NAME OF APPLICANT M. D. Clements

Form No. 0

R 3 W

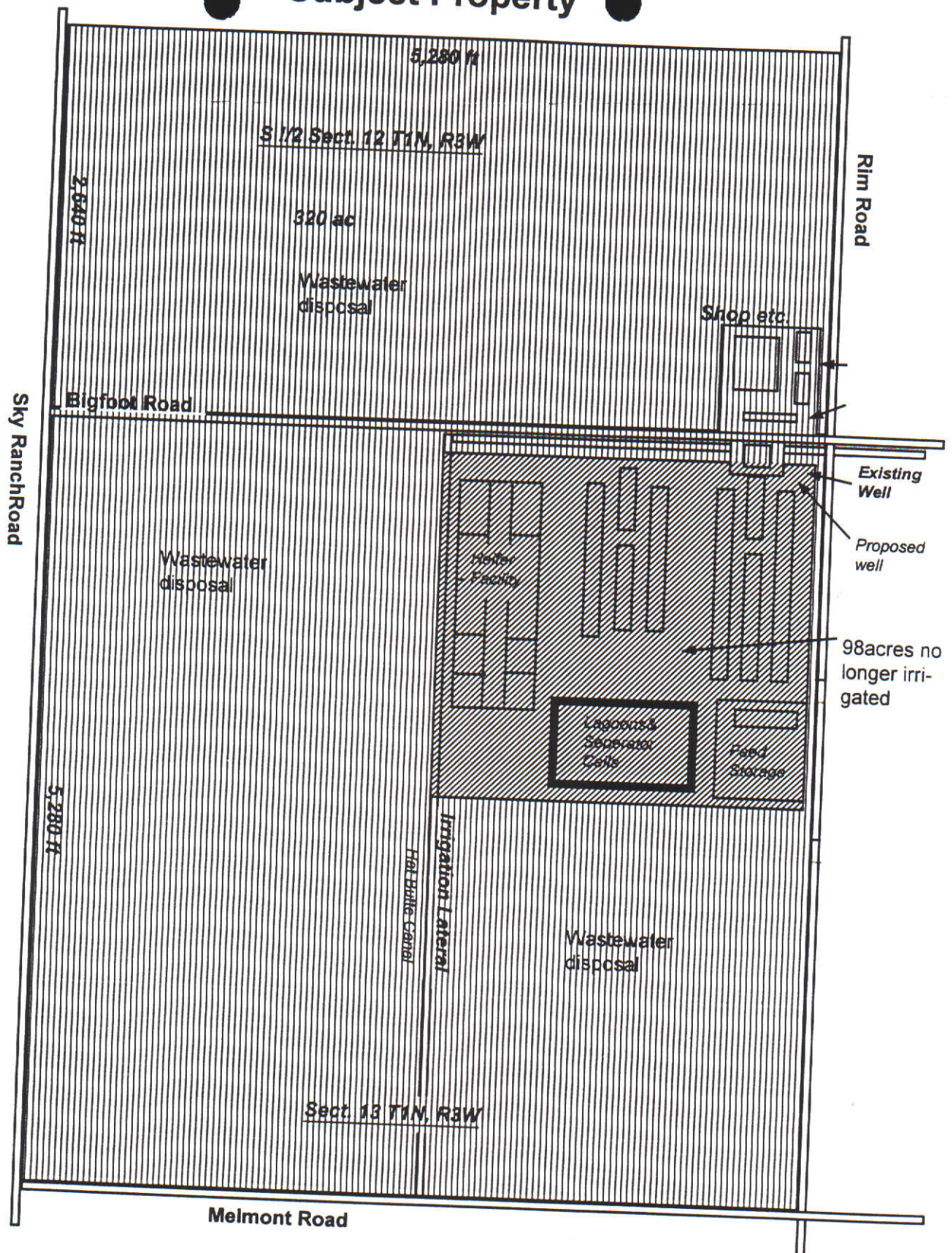
T
1
N



Well-Point
of Diversion

Permit Map No. 27684
As Approved JAN 9 1959
GEO. N. CARTER
State Reclamation Engineer

Subject Property



MICROFILMED
APR 26 2001



17/18

17 7
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NAPP 10027-426

T 5306

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NWNW

T 3424

SEE

N-16

H/NW

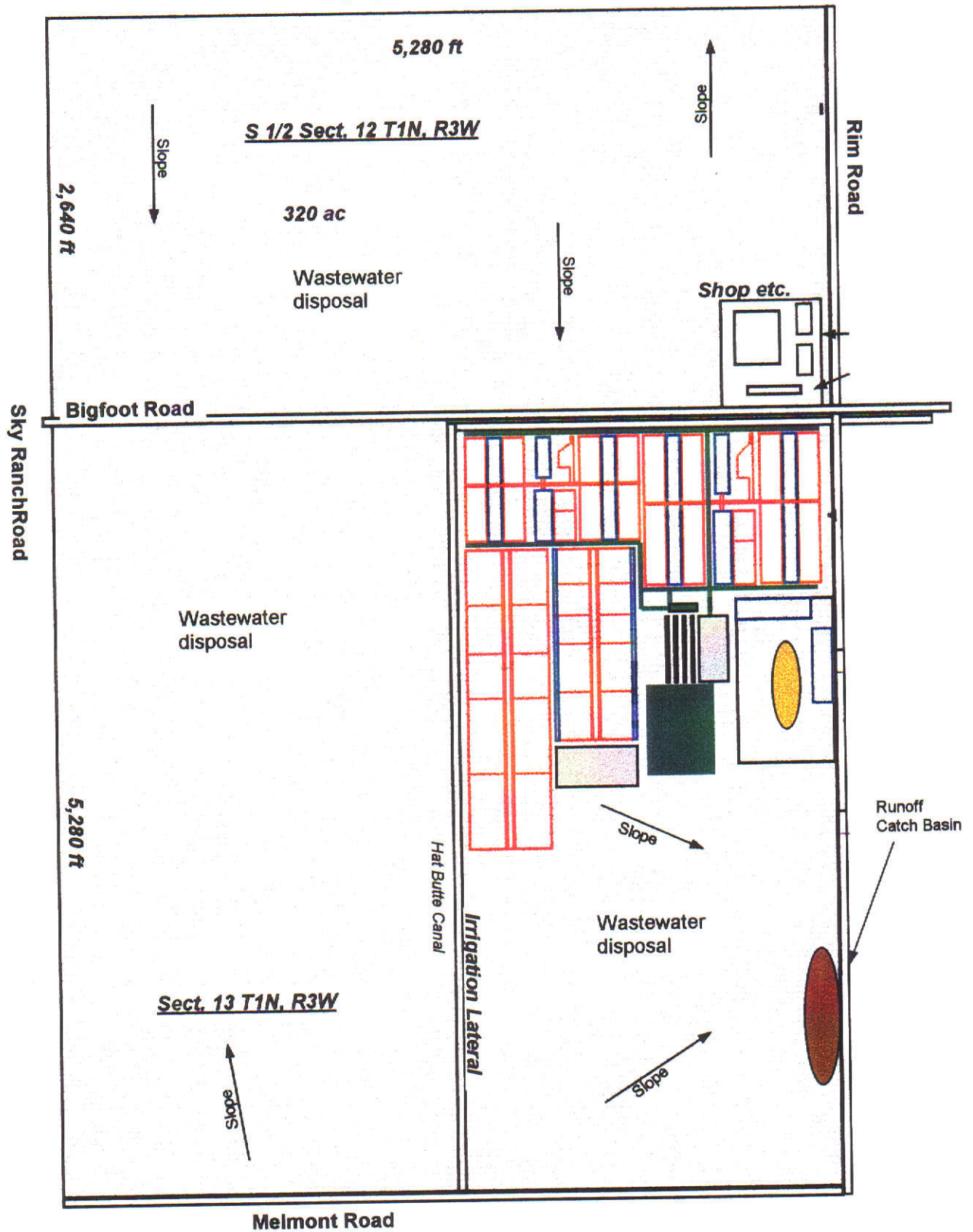
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APR 26 2001

B

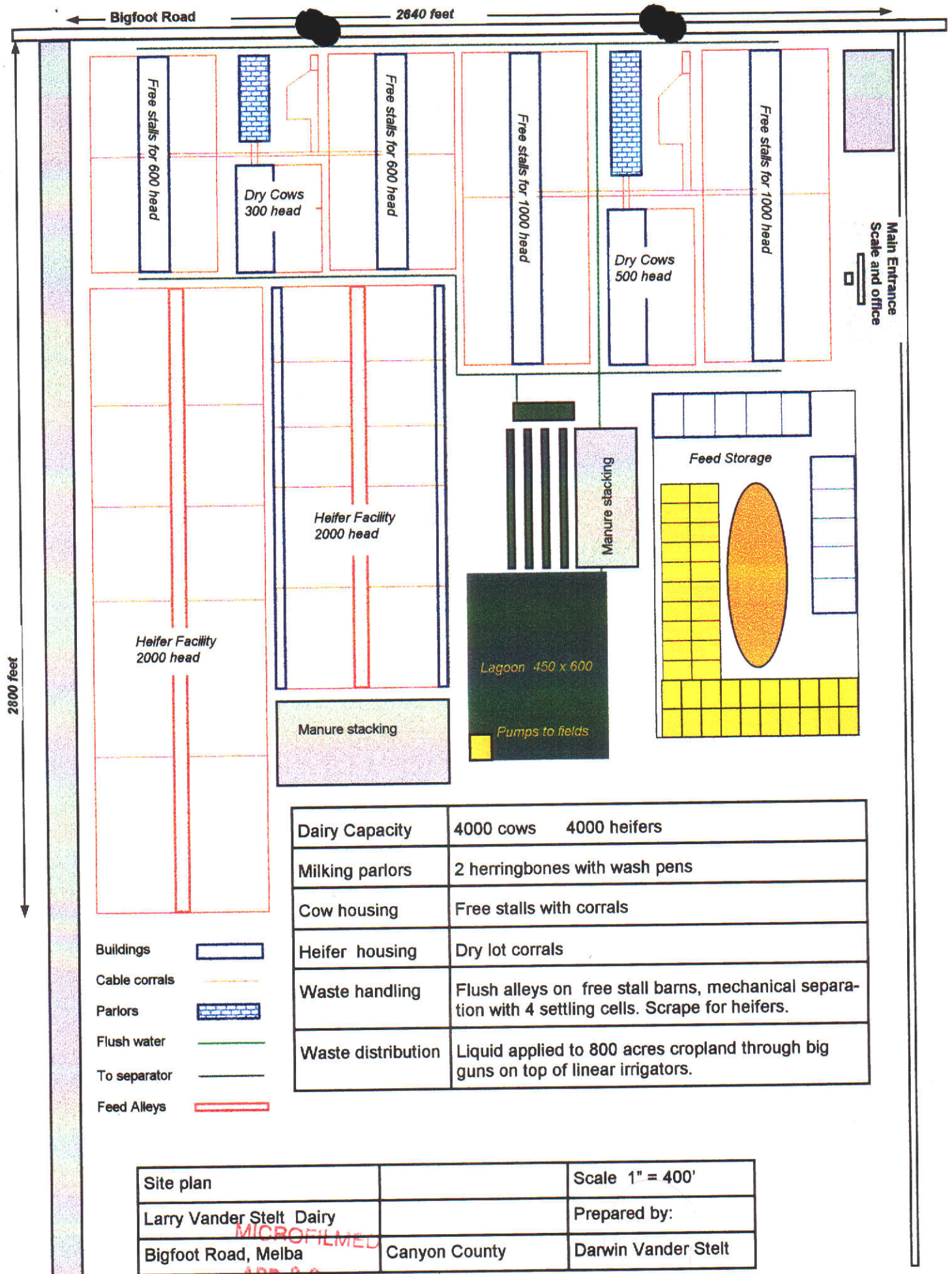
Slope →

Site Plan



Site plan		Scale 1" = 1000'
Clarence Vander Stelt and Sons		Prepared by:
Bigfoot Road, Melba	Canyon County	Darwin Vander Stelt

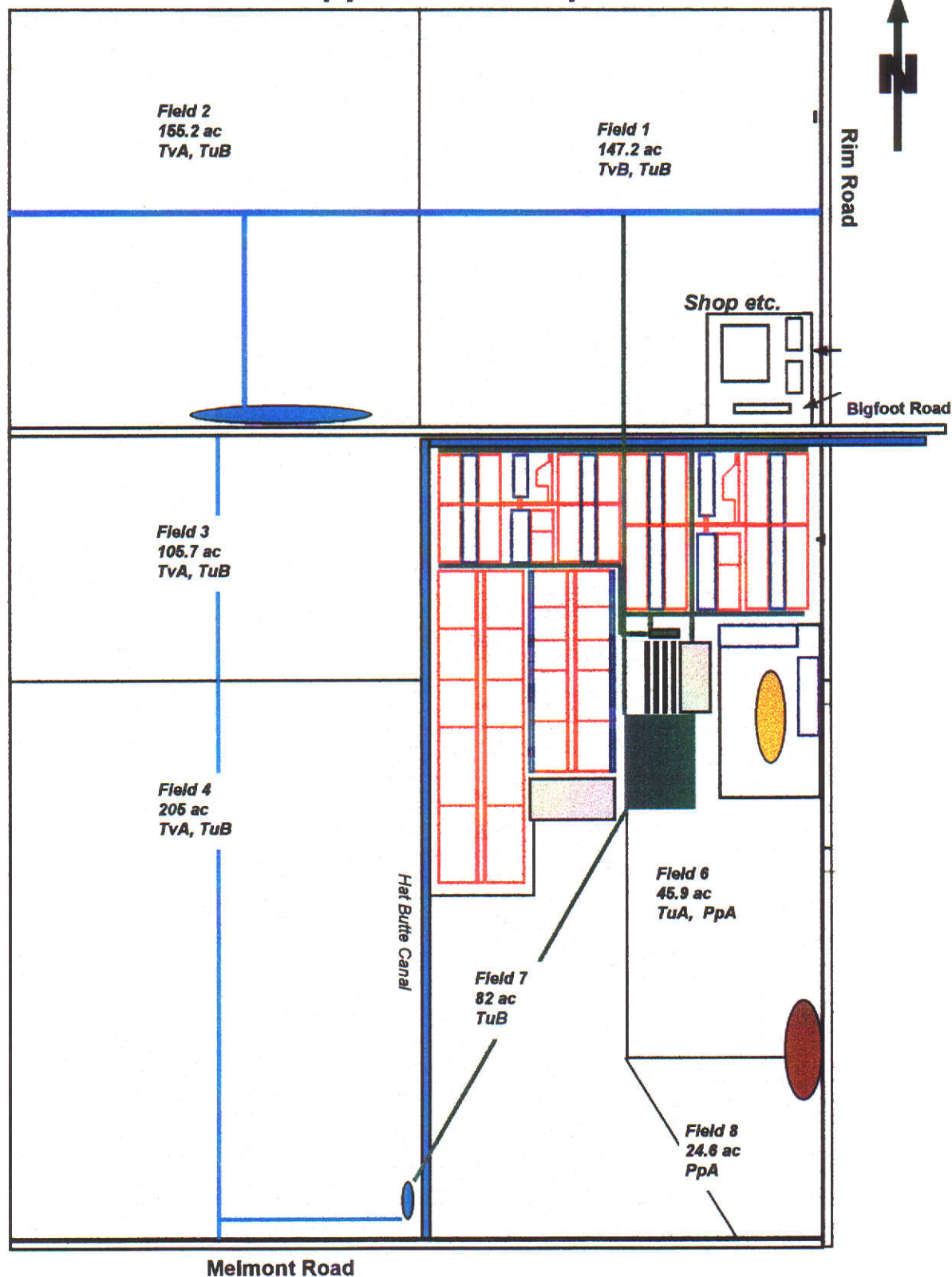
APR 26 2001



Slope →

Land Application Map

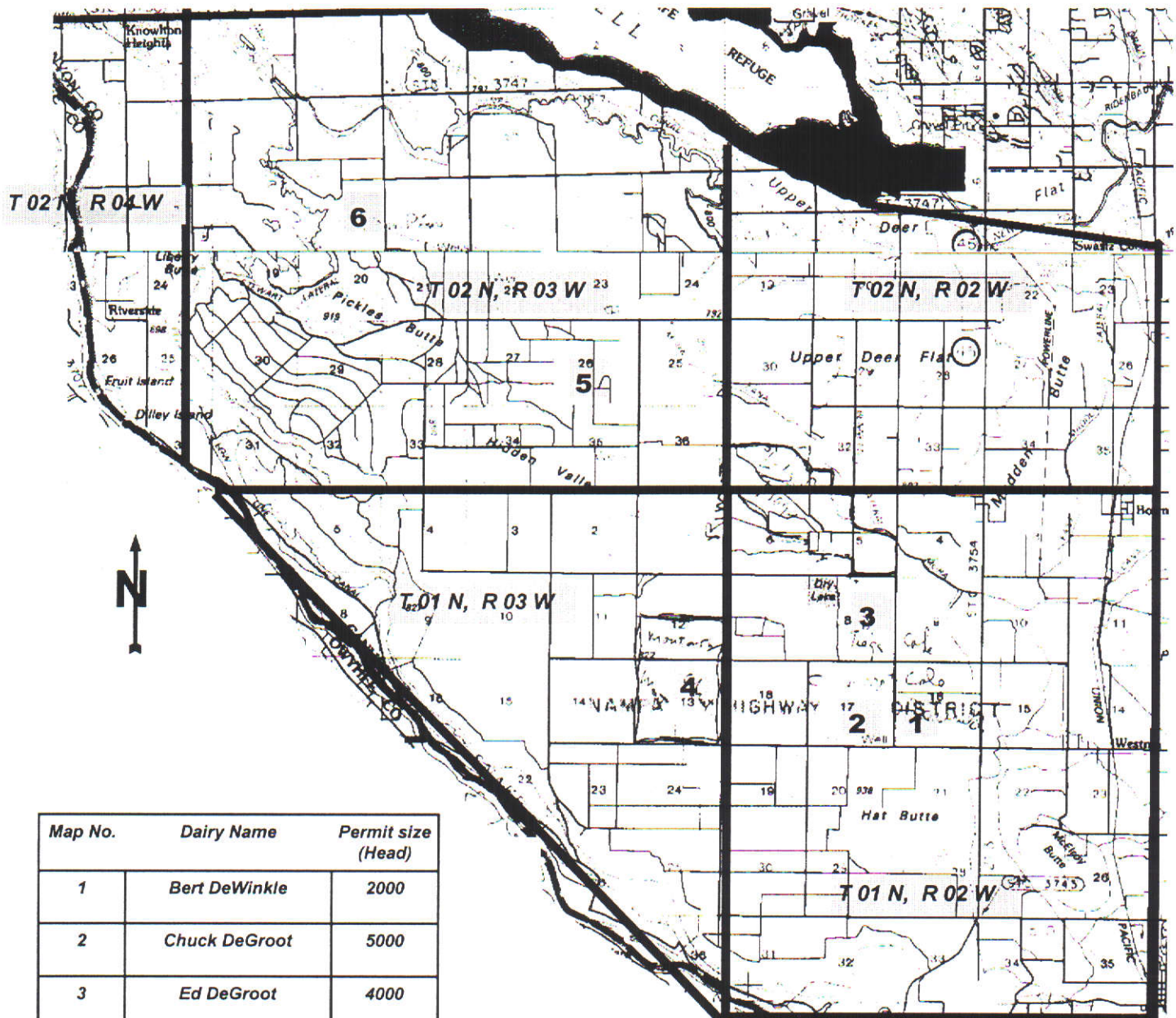
Map Key	
Irrigation	
Liquid Waste	
TvA	Turbyfill 0-1% slopes (hardpan)
TvB	Turbyfill 1-3% slopes (hardpan)
TuA	Turbyfill 0-1% slopes (deep)
TuB	Turbyfill 1-3% slopes (deep)
PpA	Power-Purdam



Land Application Site plan		Scale 1" = 1000'
Clarence Vander Stelt and Sons		Prepared by:
Bigfoot Road, Melba	Canyon County	Darwin Vander Stelt

APR 26 2001

Area Map -Canyon County Dairy Sites



Map No.	Dairy Name	Permit size (Head)
1	Bert DeWinkle	2000
2	Chuck DeGroot	5000
3	Ed DeGroot	4000
4	Larry Vander Stelt	8000
5	Sieberling Dairy	1000
6	Teunissen Dairy	4000
	Total	24000

Township	Total Farmed Acres*
T 01 N, R 02 W	14499
T 01 N, R 03 W	9212
T 02 N, R 02 W	6968
T 02 N, R 03 W	8873
T 02 N, R 04 W	3975
Total	43527**

*area west of Union Pacific Rail Line

** Based on irrigation rights and aerial photos

Dairy Sites (proposed or operating)	Portions of T1N R2W,	
Dry Lakes Area	T1N R3W, T2N R3W	MICROFILMED Prepared by:
Canyon County, Idaho	Scale 1" = 11000'	Darwin Vander Stelt APR 26 2001

63-3142

APPLICATION FOR PERMIT

To Appropriate the Subterranean Waters of The State of Idaho

Application No. G- 35620
 Permit No. G- 27684
 District No.

M. O. Clements
 Rt. # 1
 Nampa, Idaho

1. Name of Applicant: M. O. CLEMENTS
 Postoffice address: Nampa County: Canyon State: Idaho
2. Quantity of water claimed: 6.4 cubic feet per second
 (a) Rate of withdrawal in cubic feet per second 6.4 or Idaho
 Miners' inches 320 or gallons per minute
 (b) Annual withdrawal in acre feet per annum
3. Source of water supply: Subterranean
4. Location of point of diversion or well is in the NE NE 1/4 of the SE 1/4 of Section 13
 Twp. 1 N. , Rge. 3 W. , B.M., County of Canyon
5. Water is to be used for: Irrigation
6. If for municipal, industrial or recreational purposes, give:
 - (a) Point of use of water is in the 1/4 of the 1/4 of Section , Twp.
 Rge. , B.M.
 - (b) Waste water or sewage effluent is to be returned to
 at a point in the 1/4 of the 1/4 of Section , Twp. , Rge. , B.M.
7. Kind of works: Well, pump and ditches
8. Estimated cost of works: \$ 40,000
9. (a) Is reservoir to be used? No
 (b) Capacity of reservoir:
10. The time required for the completion of such work and complete application of the water to the proposed use is 5 years.
11. If applicant is a corporation, give:
 - I. (a) Date and place of incorporation:
 (b) Amount of capital stock: \$ (c) Amount paid in: \$
 (d) Names and addresses of directors:
 - II. The financial resources of the applicant are (a) Cash onhand: \$
 (b) Treasury stock: (c) Bonds to be issued:
 (d) Other resources:
12. The land to be irrigated is described in the following tabulation:
13. Existing water rights and/or valid permits appurtenant to the lands to be irrigated are: None
 - (a) (cubic feet per second, inches or gallons per minute) of the water herein applied for is to be supplemental to the existing water rights.
 - (b) 6.4 (cubic feet per second, inches or gallons per minute) is for new lands.

Assigned to Alfred L. Laker
Farms - Inc.

BE IT KNOWN THAT The undersigned hereby makes appli cation for permit to appropriate the public waters of the State of Idaho as herein set forth.

Agent.

Corrected application received:

12.

Twp.	Range	Sec.	NE ¹ / ₄				NW ¹ / ₄				SW ¹ / ₄				SE ¹ / ₄				Totals
			NE ¹ / ₄	NW ¹ / ₄	SW ¹ / ₄	SE ¹ / ₄	NE ¹ / ₄	NW ¹ / ₄	SW ¹ / ₄	SE ¹ / ₄	NE ¹ / ₄	NW ¹ / ₄	SW ¹ / ₄	SE ¹ / ₄	NE ¹ / ₄	NW ¹ / ₄	SW ¹ / ₄	SE ¹ / ₄	
1 N	3 W	13	40	40	40	40								40	40	40	40	320	
<u>A S S I G N M E N T</u>																			
For value received, I hereby assign all of my right, title and interest in and to Permit to Appropriate the Public Waters of the State of Idaho, No. G-27684, to DRY LAKE FARMS, INC., a corporation of the State of Idaho, dated February 16, 1951																			
s/ M. O. CLEMENTS Permit Holder																			
s/ JETTA I. CLEMENTS Wife of Permit Holder																			
STATE OF IDAHO)) ss COUNTY OF Canyon)																			
On this day of February, 1964, before me, a Notary Public for the State of Idaho, residing at Nampa, Idaho personally appeared M. O. CLEMENTS and JETTA I. CLEMENTS, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and duly acknowledged to me that they executed the same.																			
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate first above written.																			
s/ ROSA MYERS Notary Public for Idaho Residing at Nampa, Idaho																			
My commission expires 1-29-67 (SEAL)																			

Permit No. G-27684
 CERTIFICATE OF COMPLETION OF WORKS

✓
 TO ALL WHOM IT MAY CONCERN:

This is to certify that M. O. CLEMENTS - Assignee - DRY LAKE FARMS, INC. Of Nampa, County of Canyon, and State of Idaho, the holder of Permit No. G-27684, issued upon Application No. G-35620 bearing date of priority of January 7, 1959, authorizing the diversion of 6.4 second feet of waters of 2 wells, County of Canyon, State of Idaho, for irrigation purposes, has fully complied with the provisions of the laws of the State of Idaho relating to the proof of completion of the works of diversion set out and described in said Permit; that said works are adequate for diverting and conveying to the place of intended use 2.63 second feet of the waters of a well from subterranean flow; that the point of diversion of said waters NE¹/₄NE¹/₄, Sec. 13, T. 1 N., R. 3 W., B.M. and that the lands proposed to be irrigated by the use of said water are described as follows, to-wit: 240 acres in the NE¹/₄, N¹/₂SE¹/₄, SE¹/₄SE¹/₄, Sec. 13, T. 1 N., R. 3 W., B.M.

Witness my hand this 13th day of May, 1964, A. D.

/s/ RALPH W. THOMAS
 Deputy State Reclamation Engineer

Proof of Completion of Works Made: April 8, 1964

LICENSE ISSUED FOR 2.63 SEC. FT.
 Page 7832

7832

State of Idaho

License and Certificate of Water Right

Water License No. G-27684

Amount 2.63 c.f.s.

Water District No. _____

Priority January 7, 1959

THIS IS TO CERTIFY that M. O. CLEMENTS - Assignee - DRY LAKE FARMS, INC.
of Nampa, Idaho, made application for a permit to appropriate the
public waters of the State of Idaho, dated January 7, 1959; that Permit No. G-27684
was issued under said application; that Certificate of Completion of works, with a carrying capacity of
2.63 second feet, was issued thereunder on May 13, 1964, showing that said works
were completed on the 8th day of April, 1964; and that on the 8th
day of April, 1964, DRY LAKE FARMS, INC.

of Nampa, State of Idaho, made proof to the satisfaction of the
State Reclamation Engineer of Idaho, of the right to use the waters of a well
, a tributary of subterranean flow, for the purpose of irrigation
, under Use Permit No. G-27684 of the Department of Reclamation
and that said right to the use of said waters has been perfected in accordance with the laws of Idaho,
and is hereby confirmed by the State Reclamation Engineer of Idaho and entered of record in Volume
12 of Licenses at page 7832, on the 13 day of May, 1964;
The right hereby confirmed dates from January 7, 1959;

The Point of Diversion is located
in the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 13, Tp. 1 N, R. 3 W, B. M. Canyon County

That the amount of water to which such right is entitled and hereby confirmed, for the purposes
aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall
not exceed 2.63 cubic feet per second.

Description and location of use:

Twp.	Range	Sec.	Forty-acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
1 N.	3 W.	13	NE $\frac{1}{4}$	160	160
			NE $\frac{1}{4}$ SE $\frac{1}{4}$	40	40
			NW $\frac{1}{4}$ SE $\frac{1}{4}$	40	7
			SE $\frac{1}{4}$ SE $\frac{1}{4}$	40	33
Total number of acres to be irrigated:					240

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

WITNESS the seal and signature of the State Reclamation Engineer, affixed at Boise, Idaho, this
13th day of May, 1964.

/s/ RALPH W. THOMAS
Deputy State Reclamation Engineer.

(SEAL)

63 3142

✓ 7831

State of Idaho
License and Certificate of Water Right

Water License No. G-27424

Amount 2.88 c.f.s.

Water District No. _____

Priority June 11, 1958

THIS IS TO CERTIFY that KENNETH W. MARSHALL- Assignee - ARIEL D. RICKS
of Twin Falls, Idaho, made application for a permit to appropriate the
public waters of the State of Idaho, dated June 11, 1958; that Permit No. G-27424
was issued under said application; that Certificate of Completion of works, with a carrying capacity of
2.88 second feet, was issued thereunder on May 13, 1964, showing that said works
were completed on the 16th day of May, 1963; and that on the 16th
day of May, 1963,

ARIEL D. RICKS

of Moreland, State of Idaho, made proof to the satisfaction of the
State Reclamation Engineer of Idaho, of the right to use the waters of a well
, a tributary of subterranean flow, for the purpose of irrigation
, under Use Permit No. G-27424 of the Department of Reclamation
and that said right to the use of said waters has been perfected in accordance with the laws of Idaho,
and is hereby confirmed by the State Reclamation Engineer of Idaho and entered of record in Volume
12 of Licenses at page 7831, on the 13 day of May, 1964;
The right hereby confirmed dates from June 11, 1958;

The Point of Diversion is located
in the NE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 30, Tp. 1 S, R. 34 E, B. M. Bingham County

That the amount of water to which such right is entitled and hereby confirmed, for the purposes
aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall
not exceed 2.88 cubic feet per second.

Description and location of use:

Twp.	Range	Sec.	Forty-acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
1 S.	34 E.	30	SW $\frac{1}{4}$ W $\frac{1}{2}$ SE $\frac{1}{4}$	160 80	160 80
			Total number of acres to be irrigated		240

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

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

13th day of May, 1964.

/s/ RALPH W. THOMAS
Deputy State Reclamation Engineer.

(SEAL)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER OF WATER RIGHT
TRANSFER NO. 67018

This is to certify that: MICHAEL CHRISTENSEN
8725 BIGFOOT
MELBA ID 83641

has requested a change to the water right(s) listed below. This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code. The authorized change for each affected water right, including conditions of approval, is shown on the following pages of this document. The right holder shall accomplish the authorized change within one (1) year of the date of this approval. Failure of the right holder to comply with the conditions of approval for each water right affected by this transfer is cause for the Director to rescind approval of all or part of the transfer.

Summary of Water Rights Before the Proposed Change

Right	Origin/Basis	Priority	Rate	Volume	Acres	Total	Source
63-3142	AJC/License	01/07/1959	2.63 cfs		360.0	360.0	GROUND WATER
63-7083	AJC/License	04/11/1968	2.4 cfs	540 af	360.0	360.0	GROUND WATER

Purpose of Transfer (Changes Proposed)

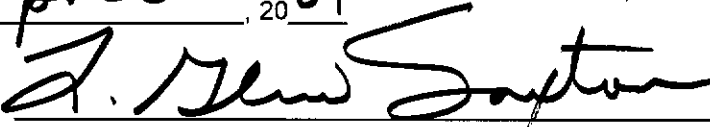
Current Number	Split	POD	POU	Add POD	Period of Use	Nature of Use
63-3142	NO	NO	YES	YES	YES	YES
63-7083	NO	NO	YES	YES	NO	NO

Summary of Water Rights After the Approved Change

Existing Right	New No. (changed portion)	Transfer Rate	Transfer Volume	Acre Limit	Total Acres	New No. (remaining portion)	Remaining Rate	Remaining Volume	Remaining Acre Limit	Remaining Total Acres
63-3142	63-3142	2.63 cfs	390.8 af	63.2	262.0		N/A	N/A	N/A	N/A
63-7083	63-7083	2.40 cfs	172.5 af	120.0	262.0		N/A	N/A	N/A	N/A
TOTALS		2.76 cfs	419.5 af	183.2	262.0		N/A	N/A	N/A	N/A

Detailed Water Right Description(s) attached

Dated this 13th day of April, 2001


Chief, Water Allocation Bureau

Right Holder: CLARENCE VANDER STELT & SONS DAIRY
A CALIFORNIA PARTNERSHIP
6701 HARRISON AVE
CORONA CA 91720

Source: GROUND WATER

GROUND WATER	NENE	Sec. 13 Twp 01N	Rge 03W CANYON County
GROUND WATER	NENE	Sec. 13 Twp 01N	Rge 03W CANYON County
GROUND WATER	NENE	Sec. 13 Twp 01N	Rge 03W CANYON County

Twp	Rge	Sec	NE				NW				SW				SE				Totals		
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE			
01N	03W	13			31.0	31.0					1.0						40.0	40.0	40.0	39.0	262.0

PLACE OF USE: STOCKWATER

[illegible]

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	
01N	03W	12									X	X	X	X	X	X	X	X	
01N	03W	13	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	

WATER RIGHT NO. 63-3142
As Modified by Transfer No. 67018

CONDITIONS OF APPROVAL

1. The total instantaneous diversion of water from all points of diversion under Transfer 67018 shall not exceed 2.76 cfs, nor total combined annual volume of 419.5 af for irrigation and dairy uses.
2. 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.
3. 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.
4. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
5. Commercial use is for a dairy located in the NE, Sec 13, T01N, R03W.
6. The place of commercial use authorized by this approval includes land upon which wastewater may be applied for irrigation purposes to satisfy water quality requirements. Water diverted under this approval shall not be used for irrigation unless the water is first used in the dairy as authorized by this right.
7. Use of water under this approval shall comply with applicable water quality standards of the Department of Environmental Quality.
8. Right 63-3142 is limited to the supplemental irrigation of 63.2 acres within the place of use described above in a single irrigation season.
9. Rights 63-3142 and 63-7083 when combined shall not exceed a total diversion rate of 2.76 cfs and a total annual maximum diversion volume of 172.5 af at the field headgate for the supplemental irrigation of 183.2 acres.
10. The right holder shall use the full allotment of appurtenant surface water rights in conjunction with groundwater diverted for irrigation purposes under this right and shall only divert groundwater under this right for irrigation purposes when water from the appurtenant surface water rights cannot be delivered to the right holder.
11. If the surface water right(s) appurtenant to the place of use is sold, transferred, leased or used on any other place of use, this right to divert groundwater shall not be used for irrigation purposes without an approved transfer pursuant to Section 42-222, Idaho Code, or approval of the Department if a transfer is not required.
12. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
13. Use of water under this right may be affected by an agreement between the protestant and the right holder.

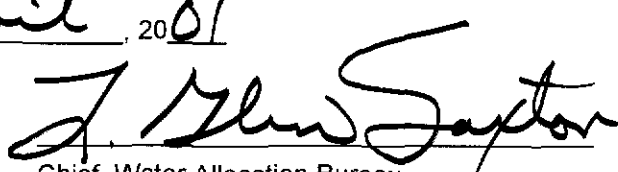
WATER RIGHT NO. 63-3142
As Modified by Transfer No. 67018

CONDITIONS OF APPROVAL

14. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
15. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
16. 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.

This water right is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 13th day of April, 2001


Chief, Water Allocation Bureau

WATER RIGHT NO. 63-7083
As Modified by Transfer No. 67018

In accordance with the approval of Transfer No. 67018, Water Right No. 63-7083 is now described as follows.

Right Holder: CLARENCE VANDER STELT & SONS DAIRY
 A CALIFORNIA PARTNERSHIP
 6701 HARRISON AVE
 CORONA CA 91720

Priority Date: 04/11/1968

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	11/15	2.40 CFS	172.5 AF
			2.40 CFS	172.5 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	NENE	Sec. 13 Twp 01N	Rge 03W CANYON County
GROUND WATER	NENE	Sec. 13 Twp 01N	Rge 03W CANYON County
GROUND WATER	NENE	Sec. 13 Twp 01N	Rge 03W CANYON County

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N 03W 13			31.0	31.0					1.0			40.0	40.0	40.0	40.0	39.0	262.0

Total Acres: 262

CONDITIONS OF APPROVAL

1. The total instantaneous diversion of water from all points of diversion under Transfer 67018 shall not exceed 2.76 cfs, nor total combined annual volume of 419.5 af for irrigation and dairy uses.
2. 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.
3. 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.
4. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
5. Right 63-7083 is limited to the supplemental irrigation of 120.0 acres within the place of use described above in a single irrigation season.

WATER RIGHT NO. 63-7083
As Modified by Transfer No. 67018

CONDITIONS OF APPROVAL

6. Rights 63-3142 and 63-7083 when combined shall not exceed a total diversion rate of 2.76 cfs and a total annual maximum diversion volume of 172.5 af at the field headgate for the supplemental irrigation of 183.2 acres.
7. If the surface water right(s) appurtenant to the place of use is sold, transferred, leased or used on any other place of use, this right to divert groundwater shall not be used without an approved transfer pursuant to Section 42-222, Idaho Code, or approval of the Department if a transfer is not required.
8. The right holder shall use the full allotment of appurtenant surface water rights in conjunction with groundwater diverted under this right and shall only divert groundwater under this right when water from the appurtenant surface water rights cannot be delivered to the right holder.
9. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
10. The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 3/15 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date of this approval.
11. Use of water under this right may be affected by an agreement between the protestant and the right holder.
12. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
13. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
14. 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.

This water right is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 13th day of April, 2001


Chief, Water Allocation Bureau

Page 1 of 8

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 5598
67018**AMENDED**
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1Name of applicant: Michael ChristensenPhone: (208) 495-2857**RECEIVED**Post Office address: 8725 Bigfoot Rd. Melba, ID 83641**JUL 28 2000****A. PURPOSE OF TRANSFER.**

1. ☐ Change point of diversion
☒ Change nature of use

- ☒ Add diversion point(s)
☒ Change period of use

☐ OtherDepartment of Water Resources
Change place of use

2. Describe the reason for the proposed changes: Applicant wishes to adjust water rights to reflect changes in his operation which have occurred since 1995, when the property was converted from a feedlot to a dairy.

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	
63- 003142	01/07/1959	.69/ 336.7	Irrigation	03/15	to 11/15
		1.37/ 173.4	Stock water	01/01	to 12/31
		.57/ 73.2	Commercial	01/01	to 12/31
63- 07083	04/11/1968	2.4 /400	Irrigation	03/15	to 11/15

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

3. Source of water Ground water tributary to

4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp	Rge.	County	Local Name for diversion
		NE	NE	13	01 N	03 W	Canyon	Irrigation Well
		NE	NE	13	01N	03W	Canyon	Dairy Well

5. Lands irrigated or place of use:

TWP.	RGE.	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
63-03142																			
01N	03W	13			31	31									40	7		33	142
			S	S	S	S													
			C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
		12									C	C	C	C	C	C	C	C	
63-07083																			
01N	03W	13									1			40		33	40	6	120

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Total Acres

262

T5598 67018

10/13

Page 1 of 8STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 5578

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Name of applicant Michael Christensen Phone 495-2857Post Office address 8725 Bigfoot Rd. Melba, ID 83641

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 Applicant has sold the property to a dairy
contingent upon receipt of this transfer.

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>63-03142</u> | <u>1/7/1959</u> | <u>.80 cfs</u> | <u>irrigation</u> | <u>3/15 to 11/15</u> |
| | | <u>1.96 cfs</u> | <u>commercial</u> | <u>01/01 to 12/31</u> |
| <u>63-07083</u> | <u>4/11/1968</u> | <u>2.40/540</u> | <u>irrigation</u> | <u>3/15 to 11/15</u> |
| | | | | <u>to</u> |
2. Total amount of water being transferred 1.96 cfs cubic feet per second and/or 246.6 acre-feet per annum.
3. Source of water Groundwater tributary to _____
4. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
	NE	NE		13	1N	3W	Canyon	irrigation well
	NE	NE		13	1N	3W	Canyon	Dairy well

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	
1N	3W	13	✓	✓	31	31									40	07	✓	33	142 (63-03142)
		13	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	98
		12									✓	✓	✓	✓	✓	✓	✓	✓	
1N	3W	13									01			40		33	40	06	120 (63-07083)

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JAN 10 2001

Total cfs:

PART 1

6. General Information:

a. Description of diversion system New well and pressure system engineered for the dairy.

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:
98 acres will be taken out of crop production, and used for dairy barns, corrals, etc.

d. Remarks:
This transfer will alter the adjudication claim, and applicant requests that IDWR amend the SRB adjudication claim to make it consistent with this transfer.

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 _____.

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APR 26 2006



pg 3 of 8

WR0749NP

No. 63-03142

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 10/04/99

PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	DRY LAKES FARMS INC. NAMPA ID 83651	01/07/1959	IRRIGATION	00/00 00/00	2.630 CFS	
TOTAL DIVERSION:					2.630 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion:

T01N R03W S13

NENE

CANYON County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE								
T	R	S		NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	SUM
01N	03W	13	:	40	40	40	40	:				:	40	07			33	:	240.0	
																			TOTAL ACRES	240.0

Pou County: CANYON

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
63-07083

Other Water Rights Listing Overlapping Place(s) of use:
02-02172 63-07083 A02-02172

Dates:	App. Received:	Priority Date:	01/07/1959
	Proof Due Date:	Proof Made Date:	
	Exam Made Date:	Exam Sent to S.O.:	
	Licensed Date:	08/28/1979	

Misc: Water District Number: Field Exam Fee:

Audit: 05/06/85 05/01/88 CONVERT

RECORDED

INDEXED

DATE: 10/04/99
PAGE: 1

Other Water Rights Listing Overlapping Place(s) of use:
02-02172 02-02177 02-07010 63-03142 A02-02172

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

PART 2
(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:
- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
 - b. License No. _____ 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 _____ tributary to _____
4. Date or priority _____
5. Water is used for the following purpose:
- amount _____ for _____ purposes from _____ to _____
(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 _____ cubic feet per second and/or _____ acre-feet per annum.
7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	

Total acres _____

9. Describe any other water rights used for the same purpose as described above The E 1/2 of Section 13
is irrigated by these rights in conjunction with 02-02172

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 1.96/247 for commercial purposes from 01/01 to 12/31
 (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	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
	NE	NE		13	1N	3W	Canyon	Dairy Well

3. 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	
1N	3W	13	40	40	09	09													98

Total acres 98**C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)**

1. amount .80/180 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	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
	NE	NE		13	T1N	3W	Canyon	irrigation well

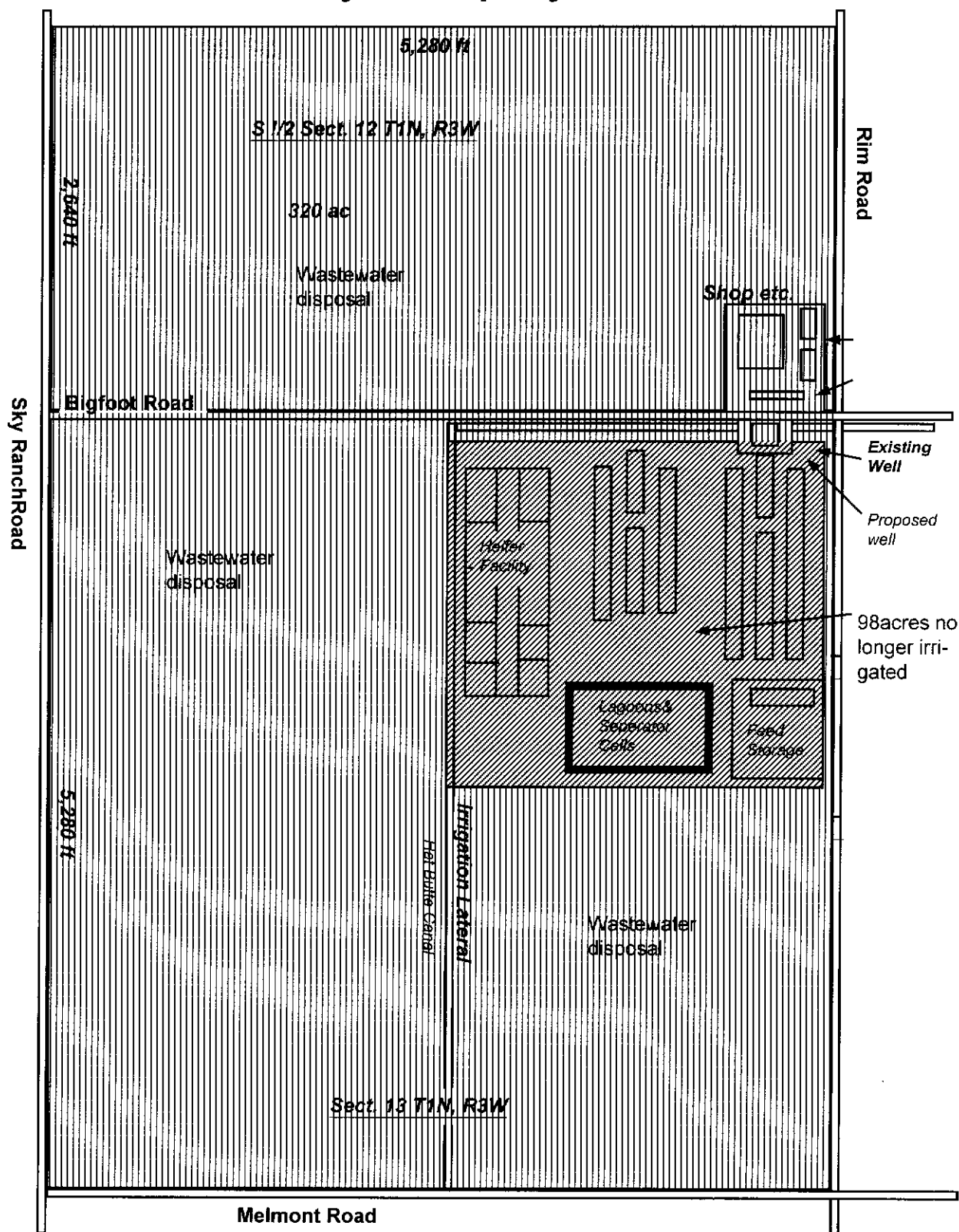
3. Lands irrigated or place of use:

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	
1N	3W	13			31	31									40	07		33	142

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Total acres 142

Subject Property



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.**

SECTION

SCALE: 2 inches equal 1 mile. Draw plan in ink.

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

1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
	Commercial	1.96/247	365	01/01 to 12/31
				to

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

Return flows will be treated and stored in lagoons and land applied during the growing season. See attached drawing for area.

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

No effect. There will be a net reduction in licensed consumptive use from 483 afa to 427.

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.

Michael Christensen
(Signature of Applicant)

Subscribed and sworn to before me this 13 day of Oct, 1999

James W. Martin
(Notary Public)

My commission expires 4-17-02

FOR DEPARTMENT USE ONLY

Transfer contains 8 pages and 5 attachments (A-E)

Received by DAN Date 10-13-99 Protest filed by _____

Prelim. check by g Fee \$100.00 W025817

Receipted by _____ Date _____

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 _____

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APR 25 2001

Daily Fresh Water Requirement For Dairy Facility Worksheet

For: **Vander Stelt Dairy**

Drinking Water Estimates (see Table 1 & 2):

			Number	Use/day	Total Gal/Day	Total Gals/Yr.	Acre-feet/Yr (AF/a)
Milking Cows			3400	35	119000		
Dry Cows			600	12	7200		
Total Cows			4000		126200	46,063,000	141.36
Heifers:	Age	% of Herd	Number	Use/day	Total		
	16-24 mo.	0.38	1520	10	15200		
	13-15 mo.	0.12	480	8	3840		
	9-12 mo.	0.17	680	6	4080		
	5-8 mo	0.17	680	5	3400		
	3-4 mo	0.08	320	4	1280		
	0-2 mo	0.08	320	2.5	800		
Total Heifers			4000		28600	10,439,000	32.04
Total Herd Drinking Water							173.40

Wash Pen Estimate:

GPM discharge/nozzle				5.39			
Number of Nozzles				120			
Minutes run/day:				120			
groups	12						
mins/group	5						
x/day	2						
days per year		270	(off in winter)				
Total Wash Pen Water Used:				77616	20,956,320	64.31	

Milk House and Parlor Estimate (see Table 4)

Item	Gals/Op	x's/day	Gals/day			
Bulk Tank	126	2	252			
Pipeline	140	4	560			
Backflush	0.5	2	3400			
Cleanup	1000	2	2000			
Cow Prep	0.25	2	1700			
Plate Cooler(ignore if recycled)						
Total Milk House and Parlor Water Used:			7912	2,887,880	8.86	
Total Gals/Day				240328		
Total Fresh Water Diverted Annually (af/a consumptive use)					246.6	
Acres to be taken out of production @	2.52	afa/acre			97.8	

PROHIBITED

ATTACHMENT A

Crop history, 1997,1998,1999. Tract # 5306

Mike Christensen E 1/2 Sect. 13, T1N, R3W.

Source: FSA 578 "Report of Acreage" Crop years 97,98,99

Field	Acres	1997 Crop	%	1998 Crop	%	1999 Crop	%
1	21.79	Sugar Beets	7.3%	Alfalfa Seed	7.3%	Alfalfa Seed	7.3%
2	35.6	Potatoes	12.0%	Sugar Beets	12.0%	Corn silage	12.0%
3	26.7	Sugar Beets	9.0%	Alfalfa Seed	9.0%	Alfalfa Seed	9.0%
4	22.2	Sweetcorn Seed	7.5%	Corn Silage	7.5%	Alfalfa Seed	7.5%
5	38.2	Peppermint	12.9%	Peppermint	12.9%	Alfalfa Seed	12.9%
6	33.4	Peppermint	11.2%	Potatoes	11.2%	Sugar Beets	11.2%
7	12.5	Sweetcorn Seed	4.2%	Corn Silage	4.2%	Corn Silage	4.2%
8	24.6	Sweetcorn Seed	8.3%	Corn Silage	8.3%	Corn Silage	8.3%
9	82	Alfalfa Hay	27.6%	Alfalfa Hay	27.6%	Alfalfa Hay	27.6%
	297		100.0%		100%		100.0%

Crops Grown	97	98	99	Average % Grown	Average Acres/yr
Sugar Beets	16.3%	12.0%	11.2%	13.2%	39.16
Potatoes	12.0%	11.2%		7.7%	23.00
Peppermint	24.1%	12.9%		12.3%	36.60
Sweetcorn Seed	20.0%			6.7%	19.77
Alfalfa Hay	27.6%	27.6%	27.6%	27.6%	82.00
Alfalfa Seed		16.3%	36.7%	17.7%	52.43
Corn Silage		20.0%	24.5%	14.8%	44.00
	100.0%	100.0%	100.0%	100.0%	297

Crop History Evaluation for estimation of Diversion Volume and Consumptive Use

Allen and Brockway Data

Transfer No. Mike Christensen Transfer

By: Darwin Vander Stelt

Date: 10/12/99

Allen and Brockway report site: Caldwell

Year	Crop	Acres	Method	App. Eff. %**	IR for Crop mm/season	Crop Div Vol AF/Ann	Crop CU AF/Ann
5 Yr.	Sugar Beets	39.16	sprinkler	70%	826	151.62	106.13
Avg	Potatoes	23.00	sprinkler	70%	708	76.32	53.43
	Peppermint*	36.60	sprinkler	70%	678	116.30	81.41
	Sweetcorn Seed	19.77	gravity	50%	565	73.28	36.64
	Alfalfa Hay	82.00	sprinkler	70%	936	359.73	251.81
	Alfalfa Seed	52.43	gravity	50%	707	243.24	121.62
	Corn Silage	44.00	gravity	50%	678	195.75	97.87
Totals		297				1216	748.92

Summary for 5 year period:

Average Acres Irrigated	297	Acres	Average Diversion Vol/acre	4.1
Total Diversion		AF/ann	Average Consumptive Use/acre	
Total Consumptive Use	749	AF/ann		

* Peppermint CU estimated from Agrimet data

**Application efficiency is quite high because the farm recovers and recycles all the waste water generated.

Crop History Evaluation for estimation of Diversion Volume and Consumptive Use

Agrimet Data

Transfer No. **Mike Christensen Transfer**

By: **Darwin Vander Stelt**

Date: **10/12/99**

Agrimet report site: **Parma**

Year	Crop	Acres	Method	App. Eff. %	IR for Crop inch/season	Crop Div Vol AF/Ann	Crop CU AF/Ann
5 Yr.	Sugar Beets	39.16	sprinkler	70%	31.8	148.26	103.78
Avg	Potatoes	23.00	sprinkler	70%	25.6	70.10	49.07
	Peppermint	36.60	sprinkler	70%	24.7	107.62	75.34
	Sweetcorn Seed	19.77	gravity	50%	21.2	69.84	34.92
	Alfalfa Hay	82.00	sprinkler	70%	38.8	378.76	265.13
	Alfalfa Seed	52.43	gravity	50%	38.8	339.07	169.53
	Corn Silage	44.00	gravity	50%	25.7	188.47	94.23
Totals		297				1302	792.01

Summary for 5 year period:

Average Acres Irrigated	297	Acres	Average Diversion Vol/acre	4.38
Total Diversion	1302	AF/ann	Average Consumptive Use/acre	2.67
Total Consumptive Use	792	AF/ann		

AX

H7NW

127
13/8

2
35.6

3
26.7

4
22.2

5
38.2

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APR 25 2001

R3W

H/NW

T 5306

N/

N/

6
33.4

7
12.5

N/

9
82.0

8
24.6

N/NW

T 3424

24 19

SEE

N-16

H/NW

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PP 2 6 2007

FSA-578 (Producer Print)

REPORT OF ACREAGE

PROGRAM YEAR 1999

DATE: 09-30-1999

Farm Number	Tract Number	Field Num ID	Irr Pro	Crop	Var/ Type	Int Use	Reported Acreage	Determined Acreage	Planting Date	Prod Share	Prod Name
4041	3661	2	Ir	BEANS	GTN	Seed	5.90	5.90		1.0000	MICHAEL CHRISTENSEN
		3798	1	Ir	ALFAL	Hay	78.60	78.60		.5000 .5000	MICHAEL CHRISTENSEN JOHN F ALSIP III
		2	Ir	PEPMT		Oil	75.40	75.40		1.0000	MICHAEL CHRISTENSEN
		3	Ir	SBEET		Proces	59.10	59.10		.7500 .2500	MICHAEL CHRISTENSEN JOHN F ALSIP III
		4	Ir	CORN		Silage	70.50	70.50		.7000 .3000	MICHAEL CHRISTENSEN JOHN F ALSIP III
		5	Ir	PTATO	WHT	Fresh	38.80	38.80		.7500 .2500	MICHAEL CHRISTENSEN JOHN F ALSIP III
		9	Ir	PTATO	WHT	Fresh	38.50	38.50		.7500 .2500	MICHAEL CHRISTENSEN JOHN F ALSIP III
		8	Ir	PEPMT		Oil	75.10	75.10		1.0000	MICHAEL CHRISTENSEN
		7	Ir	PTATO	RUS	Fresh	92.50	92.50		.7500 .2500	MICHAEL CHRISTENSEN JOHN F ALSIP III
		6	Ir	CORN		Silage	76.70	76.70		.7000 .3000	MICHAEL CHRISTENSEN JOHN F ALSIP III
	5306	1	Ir	ALFAL		Seed	21.70	21.70		1.0000	MICHAEL CHRISTENSEN
		2	Ir	CORN		Grain	35.60	35.60		1.0000	MICHAEL CHRISTENSEN
		3	Ir	ALFAL		Seed	26.70	26.70		1.0000	MICHAEL CHRISTENSEN
		4	Ir	ALFAL		Seed	22.20	22.20		1.0000	MICHAEL CHRISTENSEN
		5	Ir	ALFAL		Seed	38.20	38.20		1.0000	MICHAEL CHRISTENSEN
		6	Ir	SBEET		Proces	33.40	33.40		1.0000	MICHAEL CHRISTENSEN
		7	Ir	CORN		Silage	12.50	12.50		1.0000	MICHAEL CHRISTENSEN
		8	Ir	CORN		Silage	24.60	24.60		1.0000	MICHAEL CHRISTENSEN
		9	Ir	ALFAL		Hay	82.00	82.00		1.0000	MICHAEL CHRISTENSEN
7102	3727	1A	Ir	PEPMT		Oil	80.00			1.0000	MICHAEL CHRISTENSEN
7104	3729	1C	Ir	PTATO	RUS	Proces	74.00	74.00		.7500 .2500	MICHAEL CHRISTENSEN CLEO MILLER

PRODUCER'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.

Producer's Signature

Date

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.

MICROFILM
APR 25 2001

RSA-578(02-01-91)

REPORT OF ACREAGE

PROGRAM YEAR 1997

FARM NUMBER: 6041

FARM AND TRACT DETAIL LISTING

DATE: 09-30-99

Operator Name and Address ID

Original: _____

MICHAEL CHRISTENSEN 6505

Revision: _____

8725 BIG FOOT RD
MELBA, ID 83641-5003

Cropland: 972.6

Farmland: 1,040.0

Tract Number	Field Num ID	Irr Prc	Crop	Var/Type	Int Use	Lnd Use	Reported Acreage	Determined Acreage	D/M	Crop Stat	PltPr FCIC	Prod Share	Prod ID
3661	1	Ir	GRASS	OTH	Graze		4.50			I		1.0000	6505
	2	Ir	SWORN	SHY	Seed	F FAV	5.90			I		1.0000	6505
	3	Ir	SWORN	SHY	Seed	F FAV	8.50			I		1.0000	6505
	4	Ir	PEPMT		Oil		20.00			I		1.0000	6505
	5A	Ir	FALLOW				3.00			I		1.0000	6505
	5B	Ir	SWORN	SHY	Seed	F FAV	22.00			I		1.0000	6505
	5C	Ir	ONION	HYB	Seed	F FAV	6.60			I		1.0000	6505
			Crop FALLOW PEPMT	Nirr 3.0 20.0	Irr	Crop GRASS	Nirr 4.5		Irr	Crop OFAV		Nirr 43.0	Irr

Photo Number/Legal Description: *P15 15 1 2

Cropland: 70.5 Reported: 70.5 Difference: .0 Reported D,B,S,R,A: .0

3798	1	Ir	ALFAL		Hay		78.60			I		.5000 .5000	6505 1445
	2	Ir	SBEET		Proces		75.40			I		.7500 .2500	6505 1445
	3	Ir	WHEAT	SWW	Grain		59.10			I		.6667 .3333	6505 1445
	4	Ir	CORN	SLG	Silage		70.50			I		.7000 .3000	6505 1445
	5	Ir	PEPMT		Oil		38.80			I		1.0000	6505
	9	Ir	PEPMT		Oil		38.50			I		1.0000	6505
	8	Ir	PEPMT		Oil		75.10			I		1.0000	6505
	7	Ir	PEPMT		Oil		92.50			I		1.0000	6505
	6	Ir	PTATO	GRB	Proces	F FAV	76.70			I		.7500 .2500	6505 1445
			Crop ALFAL PEPMT	Nirr 78.6 244.9	Irr	Crop CORN SBEET	Nirr 75.4		Irr 70.5	Crop OFAV WHEAT		Nirr 76.7	Irr 59.1

Photo Number/Legal Description: *N15/16 18 1 2

Cropland: 605.2 Reported: 605.2 Difference: .0 Reported D,B,S,R,A: .0

5306	1	Ir	SBEET		Proces		21.70			I		1.0000	6505
------	---	----	-------	--	--------	--	-------	--	--	---	--	--------	------

MICROFILMED
APR 25 2001

FSA-578(02-01-91)

REPORT OF ACREAGE

PROGRAM YEAR 1997

FARM NUMBER: 6041

FARM AND TRACT DETAIL LISTING

DATE: 09-30-99

Tract Number	Field Num ID	Irr Prc	Crop	Var/ Type	Int Use	Land Use	Reported Acreage	Determined Acreage	O/ M	Crop Stat	PltPr FCIC	Prod Share	Prod ID
5306	2	Ir	PTATO	GRA	Proces	F FAV	35.60			I		1.0000	6505
	3	Ir	SBEET		Proces		26.70			I		1.0000	6505
	4	Ir	SWCRN	SHY	Seed	F FAV	22.20			I		1.0000	6505
	5A	Ir	PEPMT		Oil		20.20			I		1.0000	6505
	5B	Ir	PEPMT		Oil		18.00			I		1.0000	5832
	6	Ir	PEPMT		Oil		33.40			I		1.0000	6505
	7	Ir	SWCRN	SHY	Seed	F FAV	12.50			I		1.0000	6505
	8	Ir	SWCRN	SHY	Seed	F FAV	24.60			I		1.0000	6505
	9	Ir	ALFAL		Hay		82.00			I		1.0000	6505
		Crop		Nirr	Irr	Crop	Nirr	Irr		Crop		Nirr	Irr
		ALFAL		82.0		OFAY	94.9			PEPMT		71.6	
		SBEET		48.4									

Photo Number/Legal Description: *M15-M16 12-13 1 3

Cropland: 296.9 Reported: 296.9 Difference: .0 Reported D,B,S,R,A: .0

MICROFILMED

APR 20 2000

FSA-578 (Producer Print)

REPORT OF ACREAGE

PROGRAM YEAR 1998

DATE: 09-30-1999

Farm Number	Tract Number	Field Num ID	Irr Prc	Crop	Var/ Type	Int Use	Reported Acreage	Determined Acreage	Planting Date	Prod Share	Prod Name
6041	3661	3	Ir	PTATO	GRA	Fresh	8.50			1.0000	MICHAEL CHRISTENSEN
		4	Ir	SWCRN	SHY	Seed	20.00			1.0000	MICHAEL CHRISTENSEN
		5A	Ir	WHEAT	SWW	Grain	20.00			1.0000	MICHAEL CHRISTENSEN
		5C	Ir	GRASS	DTH	Graze	5.60			1.0000	MICHAEL CHRISTENSEN
	3798	1	Ir	ALFAL		Hay	79.60			.6667 .3333	MICHAEL CHRISTENSEN JOHN F ALSIP III
		2	Ir	SBEET		Proces	75.40			.6667 .3333	MICHAEL CHRISTENSEN JOHN F ALSIP III
		3	Ir	PTATO	GRA	Fresh	59.10			.6667 .3333	MICHAEL CHRISTENSEN JOHN F ALSIP III
		4	Ir	WHEAT	SWW	Grain	70.50			.6667 .3333	MICHAEL CHRISTENSEN JOHN F ALSIP III
		5	Ir	CORN	GRN	Grain	38.90			.6667 .3333	MICHAEL CHRISTENSEN JOHN F ALSIP III
		6	Ir	SBEET		Proces	74.70			.6667 .3333	MICHAEL CHRISTENSEN JOHN F ALSIP III
		7A	Ir	PTATO	GRA	Fresh	15.90			.6667 .3333	MICHAEL CHRISTENSEN JOHN F ALSIP III
		7B	Ir	PEPMT		Oil	76.60			.6667 .3333	MICHAEL CHRISTENSEN JOHN F ALSIP III
		8	Ir	PEPMT		Oil	75.10			.6667 .3333	MICHAEL CHRISTENSEN JOHN F ALSIP III
		9	Ir	CORN	SLG	Silage	38.50			.6667 .3333	MICHAEL CHRISTENSEN JOHN F ALSIP III
	5306	1	Ir	ALFAL		Seed	21.70			1.0000	MICHAEL CHRISTENSEN
		3	Ir	ALFAL		Seed	26.70			1.0000	MICHAEL CHRISTENSEN
		2	Ir	SBEET		Proces	35.60			1.0000	MICHAEL CHRISTENSEN
		4	Ir	CORN	SLG	Silage	22.20			1.0000	MICHAEL CHRISTENSEN
		5A	Ir	PEPMT		Oil	15.00			1.0000	MICHAEL CHRISTENSEN
		5B	Ir	SWCRN	SHY	Seed	23.20			1.0000	MICHAEL CHRISTENSEN
		6	Ir	PTATO	GRB	Fresh	33.40			1.0000	MICHAEL CHRISTENSEN
		7	Ir	CORN	SLG	Silage	12.50			1.0000	MICHAEL CHRISTENSEN
		8	Ir	CORN	SLG	Silage	24.60			1.0000	MICHAEL CHRISTENSEN
		9	Ir	ALFAL		Hay	82.00			1.0000	MICHAEL CHRISTENSEN

PRODUCER'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.

Producer's Signature

Date

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.

Groundwater Measurement

Theoretical Rate of Flow: $Q = ((8.8) * (HP) * (EFF))/TDH$

Where,

Q = flow in CFS

HP= Total Brake HP of pump including booster

EFF= pump efficiency (assume 70%)

TDH= Total dynamic Head = (Lift)+(PSI * 2.31)

Lift= Depth to water in feet

PSI = discharge pressure near the pump.

Variables

Plate	Peak KWH	Calculated	
150	121	162.14	108%
70%			
260		306.200	
20			

Theoretical Q =

3.26	CFS
1464	GPM
2.76	CFS
1239	GPM

Maximum diversion Rate =
(from water Right)

(remark on profile report for 63-07083)

Data Sources:

Lift From:

measurement
owner
area estimate
well logs

X

PSI from:

measurement
owner
estimate
owner gage

X

Notes on Pump

Motor make etc.
Pump make etc.

Number to use on this application:

Q = 2.76 CFS
1239 GPM

Determination of Power Consumption Coefficient

Power Consumption Coefficient (PCC) = $(KW * 5431) / GPM$

PCC Cond. #1

121

(KW) X

5431

/

1239

(gpm)=

PCC

530.49

(kWh/ac.ft)

Actual KWH used:

1497
305280

1498
234360

(see attached power consumption records)

$305280 / 530.49 = 575$

Acre- Feet pumped:

575

442

$234360 / 530.49 = 442$

divide higher by 4.5 =

128

total acres

The well has irrigated more acres than dairy will remove from crop production.

MICROFILMED

SEP 26 2000

Records Organize Go To Exit

1:37:30 pm

IPNAME
ACTNO 11320170632
SHORTACTNO 1132017063
AREA 120
HOUSENO *
FRC
ST_PFX
STREET 0396 HP 150
ST_SFX
POLE_NO
CITY MELBA
ST ID
ZIP 83641
ZIP_F
MTRNO 64724588
MTR_MFG G
W_SOR W
MTR_HP
NO_MTR 1
MTR_HP2 0

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MICROFILMED
APR 26 2006

Records	Organize	Go To	Exit
KW_DEC96	0		
KW_JAN97	0		
KW_FEB97	0		
KW_MAR	0		
KW_APR			
KW_MAY	116		
KW_JUN	118		
KW_JUL	115		
KE_AUG	117		
KW_SEP	117		
KW_OCT97	118		
TOT_KWH			
TOT_KW	935		

1:44:40 pm

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MICROFILMED
APR 26 2001

Records	Organize	Go To	Exit
KW_DEC97	0		
KW_JAN98	0		
KW_FEB98	0		
KW_MAR98	0		
KW_APR98	0		
KW_MAY98	110		
KW_JUN98	108		
KW_JUL98	111		
KW_AUG98	115		
KW_SEP98	113		
KW_OCT98			
TOT_KWH			
TOT_KW	790		

1:37:30 pm

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MICROFILMED

APR 25 2001

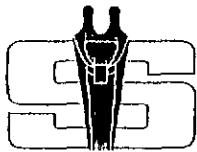
HAT BUTTE MUTUAL CANAL CO.
COST ANALYSIS FOR 1998
INCLUDING LAST 5 YEARS

	1998	1997	1996	1995	1994
	ACRE FT OF	ACRE FT OF	ACRE FT OF	ACRE FT OF	ACRE FT OF
	WATER	WATER	WATER	WATER	WATER
MONTIERTH	1258.37	1426.48	1405.83	1402.88	1507.72
CHRISTENSEN	1110.00	1110.00	1110.00	1110.00	1110.00

MICROFILMED

APR 26 2001

ATTACHMENT D



Order No. 99000218

This form furnished by Stewart Title of Nampa, LLC

WARRANTY DEED

For Value Received

HERBERT R. MONTIERTH, A MARRIED MAN; HERBERT R. MONTIERTH, AS
PERSONAL REPRESENTATIVE OF THE ESTATE OF DARLENE R. MONTIERTH, ALSO
KNOWN AS GOLDA D. MONTIERTH, DECEASED; EDWARD RAY MONTIERTH AND
SUSAN L. MONTIERTH, HUSBAND AND WIFE, EACH AS THEIR INTERESTS MAY
APPEAR.

the Grantor hereby grants, bargains, sells, conveys and warrants unto CLARENCE VANDER STELT AND
SONS DAIRY, A CALIFORNIA GENERAL PARTNERSHIP

the Grantee whose current address is: 6701 HARRISON AVENUE CORONA, CA 91720

the following described premises, to-wit:

AS PER LEGAL DESCRIPTION ATTACHED HERETO

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

Dated: June 02, 2000

Edward Ray Montierth
EDWARD RAY MONTIERTH

Susan L. Montierth
SUSAN L. MONTIERTH

Herbert R. Montierth
HERBERT R. MONTIERTH

Herbert R. Montierth P.P.
HERBERT R. MONTIERTH, AS PERSONAL REPRESENTATIVE
OF THE ESTATE OF DARLENE R. MONTIERTH, ALSO KNOWN
AS GOLDA D. MONTIERTH, DECEASED

State of IDAHO

ss.

County of CANYON
2ND

On this 2 day of JUNE, 2000, before me, the
undersigned, a Notary Public, in and for said State, personally appeared EDWARD RAY MONTIERTH
HERBERT R. MONTIERTH, SUSAN L. MONTIERTH
known to me, and/or identified to me on the basis of
satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me
that THEY executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Larry G. Kallvåg
Notary Public
Residing at: Nampa, ID
Commission Expires: 12/09/2000

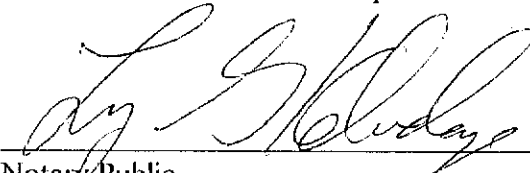
MICROFILMED
JUN 26 2001



E

STATE OF IDAHO)
COUNTY OF CANYON)

On this 2nd day of June in the year 2000, before me, a Notary Public, personally appeared _____
HERBERT R. MONTIERTH known or identified to me to be the person whose
name is subscribed to the within instrument as the Personal Representative of the Estate of DAELENE R.
MONTIERTH, ALSO KNOWN AS GOLDA D. MONTIERTH, DECEASED and acknowledged to me that
he executed the same as such Personal Representative.



Notary Public
Residing at Nampa, Idaho
My Commission Expires 12/09/2000



MICROFILMED
2002 2 10 0000

LEGAL DESCRIPTION

Order Number: 99000218

PARCEL I

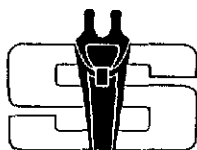
THE SOUTH HALF OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO; EXCEPTING THEREFROM THE WESTERLY 28 FEET FOR ROAD RIGHT OF WAY.

PARCEL II

THE WEST HALF OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 3 WEST, OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO.

MICROFILMED

08 26 2005



Order No. 99000219

This form furnished by Stewart Title of Nampa, LLC

WARRANTY DEED

For Value Received MICHAEL CHRISTENSEN AND JILL CHRISTENSEN, HUSBAND AND WIFE

the Grantor hereby grants, bargains, sells, conveys and warrants unto CLARENCE VANDER STELT AND SONS DAIRY, A CALIFORNIA GENERAL PARTNERSHIP

the Grantee whose current address is: 6701 HARRISON AVENUE CORONA, CA 91720

the following described premises, to-wit:

AS PER LEGAL DESCRIPTION ATTACHED HERETO

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

Dated: June 02, 2000

Michael Christensen
MICHAEL CHRISTENSEN

Jill Christensen
JILL CHRISTENSEN

State of IDAHO

County of ADA

ss.

On this 2nd day of JUNE, 2000, before me, the undersigned, a Notary Public, in and for said State, personally appeared MICHAEL CHRISTENSEN AND JILL CHRISTENSEN

known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that they executed the same.

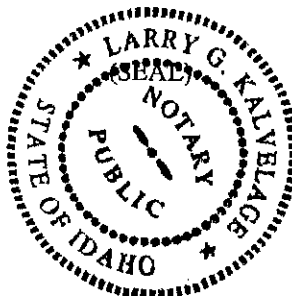
WITNESS MY HAND AND OFFICIAL SEAL.

Larry G. Kavelage
Notary Public

Residing at Nampa, ID

Commission Expires: 12/09/2000

MICROFILMED



APR 20 2001

LEGAL DESCRIPTION

Order Number: 99000219

THE EAST ONE-HALF OF SECTION 13, ALL IN TOWNSHIP 1 NORTH, RANGE 3
WEST, OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO.

MICROFILMED

SEP 13 2006



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

April 13, 2001

MICHAEL CHRISTENSEN
8725 BIGFOOT
MELBA ID 83641

& CLARENCE VANDER STELT & SONS DAIRY
A CALIFORNIA PARTNERSHIP
6701 HARRISON AVE
CORONA CA 91720

RE: Water Rights 63-3142 & 63-7083 (Transfer 67018)

Dear Water Right Holder(s):

Enclosed is the copy of your approved Transfer of Water Right for the above referenced water rights (Transfer 67018). Please be sure to thoroughly read the Conditions and Remarks listed on the transfer. Also, please be advised that the accompanying transfer approval should be considered and treated as a **preliminary order** of the department issued pursuant to section 67-5243, Idaho Code. Enclosed are instructions for responding to **Preliminary Orders** if you are in disagreement with the approved transfer.

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

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

Sincerely,

Camela S. Skaggs
for Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosures

MICROFILMED

APR 25 2001

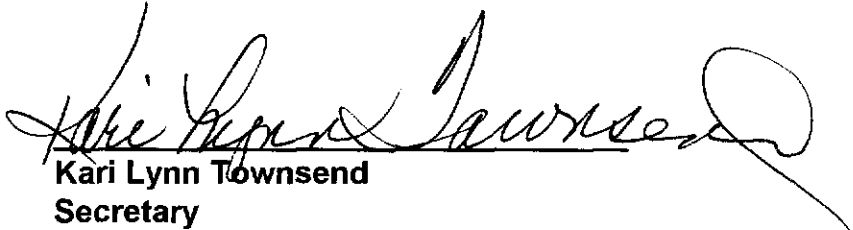
CERTIFICATE OF MAILING

I hereby certify that on the 13th day of **April, 2001** I mailed a true and correct copy, postage prepaid, of the foregoing **TRANSFER APPROVAL** to the person(s) listed below:

RE: WATER RIGHTS 63-3142 & 63-7083 (Transfer 67018)

**MICHAEL CHRISTENSEN
8725 BIGFOOT
MELBA ID 83641**

**CLARENCE VANDER STELT & SONS DAIRY
A CALIFORNIA PARTNERSHIP
6701 HARRISON AVE
CORONA CA 91720**


**Kari Lynn Townsend
Secretary**

MICROFILMED

APR 26 2001

**EXPLANATORY INFORMATION
TO ACCOMPANY A
PRELIMINARY ORDER**

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

PETITION FOR RECONSIDERATION

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

EXCEPTIONS AND BRIEFS

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

REQUEST FOR HEARING

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

ORAL ARGUMENT

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

CERTIFICATE OF SERVICE

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

MICROFILMED
APR 26 2005

FINAL ORDER

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

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

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

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

APPEAL OF FINAL ORDER TO DISTRICT COURT

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

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

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

Change in Nature of Use Evaluation

Transfer 5598/67018

Pam Skaggs
4-12-2001

Licensed :

	<u>Rate</u>	<u>Use</u>	<u>Acres</u>	<u>Div Vol.</u>
63-3142	2.63 cfs	Irrigation	240.0 acres	(1080.0 afa)
63-7083	2.40 cfs	Irrigation	120.0 acres	540.0 afa
Combined	2.76 cfs	Irrigation	360.0 acres	1347.0 afa (Limited Vdr)

Historical Use: 2.76 cfs limited by well capacity for both Water Rights.
575.0 afa Annual Diversion Volume was confirmed by power records.
Historic crop use was evaluated as 4.1 af/acre Diversion Volume
& 2.5 af/acre Consumptive Use Volume
 $575.0 \text{ afa} / 4.1 \text{ af/acre} = 140 \text{ acres}$ as primary groundwater rights.
2.76 cfs on 140 acres provides 0.019 cfs/acre.
140 acres as primary groundwater rights
360 acres supplemental use with surface Right 02-2172 as claimed in SRBA.

Historic Use

Primary Rts:

	<u>Rate</u>	<u>Use</u>	<u>Acres</u>	<u>Div Vol.</u>
63-3142	2.63 cfs	Irrigation	133.0 acres	546.3 afa
63-7083	0.13 cfs	Irrigation	7.0 acres	28.7 afa
Combined	2.76 cfs	Irrigation	140.0 acres	575.0 afa

Dairy Requires 247.0 afa $247.0 \text{ afa} / 2.52 \text{ af (C.U.Vol./acre)} = 98.0 \text{ Primary Acres Out}$
All From Rt 63-3142 $98 \text{ acres} / 133 \text{ acres} = 74\% \times 240 \text{ acres} = 176.8 \text{ Supplemental Acres}$
133 acres - 98 = 35 Primary Acres remaining Irrigation.
 $35 \text{ acres} / 133 \text{ acres} = 26\% \times 240 \text{ acres} = 63.2 \text{ Supplemental Acres}$

Transfer Changes:

	<u>Rate</u>	<u>Use</u>	<u>Acres</u>	<u>Div Vol.</u>
63-3142	1.94 cfs	Dairy (98 Primary/176.8 Supplemental acres)		247.0 afa
	0.69 cfs	Irrigation (35 Primary acres)63.2 Sup.acres		143.8 afa
	2.63 cfs	Dairy & Irrigation (35 Primary acres)63.2 Sup.acres		390.8 afa
63-7083	2.40 cfs	Irrigation (7 Primary acres)120 Sup.acres		172.5 afa
Combined				
Irrigation Use	2.76 cfs	Irrigation (42 Primary acres)183.2 Sup.acres		172.5 afa
Limit				
Combined				
Right Limit/	2.76 cfs	Dairy & Irrigation (42 Primary acres)183.2 Sup.acres		419.5 afa
Transfer				
Totals				

Result of transfer is a reduction in diversion volume equal to the difference of diversion & consumptive use volumes per acre multiplied by the 98 acres dried-up to provide water to the dairy.
 $575 \text{ afa} - 419.5 \text{ afa} = 155.5 \text{ afa}$ reduction.

MICROFILMED

APR 26 2001

TRANSFER REVIEW SHEET

(12-00)

Transfer # 5598/67018

Date Reviewed 4-10-2001 CS

SPLIT POD ADD POD ✓ POU ✓ PERIOD ✓ or NATURE ✓ of USE

ALL OF RIGHT(S) W=Water Right C=SRBA Claim R=SRBA Recommendation

<u>63/3142</u>	<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>
<u>63/7083</u>	<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>
<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>
<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>
<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>
<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>

PART OF RIGHTS(S)	(Unchanged) Per Region Review	(Changed)
<u>/</u>	to <u>/ Historic C.U. Vol = 2.52 afa</u>	<u>/</u>
<u>/</u>	to <u>/ Dairy Need = 247 afa</u>	<u>/</u>
<u>/</u>	to <u>/ 98 Acres Out for Dairy</u>	<u>/</u>
<u>/</u>	to <u>/</u>	<u>/</u>
<u>/</u>	to <u>/</u>	<u>/</u>
<u>/</u>	to <u>/</u>	<u>/</u>
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<u>/</u>	to <u>/</u>	<u>/</u>
<u>/</u>	to <u>/</u>	<u>/</u>

Standard Season 3-1 to 11-15 Standard Volume 4.5/3.5

(1) / Priority (2) Use (3) Season (W61) (4) ✓ Rate (5) Volume

(6) ✓ Source (7) P/D (8) P/U (9) ✓ Proof/Owner (10) ✓ Map

(11) NA Water District (12) Yes Pertinent Conditions Combined Rt Limit (13) No Expansion reduced Div. Vol.

② 98 Acres Out from 63-3142 to provide for dairy. See Memo 4-12-01 Change N/V Evaluation.

③ Allow standard season on 63-3142 (No season on license) Allow early start 63-7083.

⑤ Limited to Historic use formula. 575 afa per power records from well.

⑦ Add 2nd P/D ⑧ 262 acre PP/V

Claimed as supplemental use with 02-2172 on 360 acre PP/V in SRBA (360-98=262)

2 Pending Drilling Permits to be processed with transfer approval.

Transfer Remarks & Conditions 63-7083 Both Rts
W61/IRR begin 3-1 020, 046, W34, T17, O10
63-3142/100, 105 065, 104 106, R65, W27, T07, T08, T09
WD8

W35) 2.76 cfs/183.2 acres/419.5 afa
IRR 2.76 cfs/172.5 afa

Database/Processing Notes Mail to both Christensen & VanderStelt

WRs for Update Comments 63-3142 & 63-7083 ✓

Database Updates 4-12-01 CS

2 DPs for main & Back-up wells for dairy. Larry VanderStelt confirmed addition of 2 New wells & continued use of original IRR well. 4-12-01 per telecon.

BEFORE Historic Use = 2.76 cts (capacity limit) 140 acres (primary) 575.0 afa (4.1 af/acre historic crop use.)
 360 " Supplemental 2.52 af/acre C.U. historically
 $575/140 = 4.107$ $4.1 \text{ af} \times 98 \text{ afa} = 402.8$

	Supplemental Use License	Primary Use Historic Use Split	Transfer
① 63-3142	2.63 cts/240 acres/(1080 afa)	2.63 cts/133 acres/ 546.3 afa	① 1.94 cts/98/176.8 Acres Out/ 247.0 afa
② 63-7083	2.40 " / 120 acres/ 540 afa	.13 cts/ 7 acres/ 28.7 afa	.69 cts/ 35/43.2 Acres/ 143.8 afa
	<u>2.76 cts</u> 360 acres/ (1347 afa) (Vol)	2.76 cts/140 acres/575.0 afa	2.63 cts/35/43.2 Acres Dairy/ 390.8 afa = ② 2.40 cts/ 120 Acres / 172.5 afa (= 143.8 + 28.7)

Combined Limits by Use { 1.94 cts Dairy 247.0 afa =
 { 2.76 cts IRR 172.5 afa
 783.2 Acres (Supplemental)

Combined Rt Limits Transfer Totals { 2.76 cts
 ↓ 419.5 afa =
 Less difference between Div Vol + C.U. Vol for 98 Acres
 $4.107 - 2.52 = 1.587$
 $1.587 \times 98 = 155.5$
 419.5
 575.0

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUL 28 2000

Department of Water Resources

TRANSFER ANALYSIS SHEET

APPLICANT Michael Christensen TRANSFER NO. 5598/67018

INITIAL ALLOCATION REVIEW BY ly DATE 11/8/99

1. Right number(s) 63-03142, 63-07083

2. Type of right ☐ Decree ☒ License ☐ Statutory Claim
☐ SRBA Beneficial Use Claim

3. Purpose of transfer ☐ Change P/D ☒ Add P/D ☐ Change P/U
☒ Change N/U ☒ Change Period ☐ Split Right
☐ Other: _____

4. Check Existing Right: ☒ Source ☒ Priority ☐ Amount ☒ Purpose
☒ Period ☒ SRBA Claim
☒ Description of original point(s) of diversion
☒ Description of original place of use
☒ Overlapping rights on original place of use

5. Check Proposed Right for amount of land &/or water transferred:

- a. ☒ Analysis memo (always - unless justify why not needed)
- b. ☒ All of right
- c. ☐ Part of right (**NOTE!** Part B should be filled in only if part of right is owned by the applicant)
- d. ☒ Description of point(s) of diversion
- e. ☒ Description of place of use
- f. ☒ Map showing P/D & P/U after transfer
- g. ☒ Correct notarized signature and \$100 fee
- h. ☐ Proof of ownership of right &/or land from which water is transferred
- i. ☒ Expansion in use of right: check rate of flow, diversion volume and consumptive use volume. Discuss in memo.
- j. ☒ Surface water source: IDFG letter; notify Water Planning Bureau if protected river or minimum flow reach.

67018

T5598

- k. ☒ Overlapping rights: check current & proposed scenarios:
 Current A02-10030
 Proposed "
- l. ☒ SRBA claim(s) " see memo dated
7/24/2000
- m. ☒ Comment letters ☐ Yes ☒ No
 If yes ☐ Water District #
☐ Other, see #2 below for name
 and address

PUBLICATION REVIEW

1. Legal Notice electronically sent to DWR03::VAULT? ☒ Yes
2. COMMENT LETTERS
- Watermaster recommendation requested on _____, Received on _____
- Other comments letters: ☐ See attached information
3. Transfer published correctly? ☒ Yes ☐ No
4. Affidavit of publication received? ☒ Yes ☐ No
5. Protests received? ☐ Yes ☒ No; Acknowledgement sent? ☐ Yes
6. Data entry of application completed? ☒ Yes

RECOMMENDED ACTION

1. ☒ Approve ☐ See attached memo
2. ☐ Deny due to _____
3. Conditions (special conditions in Water Districts) (046) - See also
memo by Lori Graves, dated 7/24/00, and accompanying analysis.
4. By Barys Date 7/26/00

FILE FORWARDING

1. Copies made for Region file (see attached supplemental page)? ☐ Yes ☒ pam
2. File forwarded to S.O.: by St date 7-27-00

MEMORANDUM

TO: FILE

FROM: lg ☺

DATE: 7/24/2000

RE: CHRISTENSEN TRANSFER, RIGHTS 63-03142 & 63-07083

The transfer proposes to retire 98 acres from irrigation and add a well for Clarence Vander Stelt's new 4000 cow dairy ~7 miles South of Lake Lowell just West of Rim Road.

DOCUMENTS AND APPLICATION PREPARATION

- A. Dairy Water Requirement Worksheet
- B1-6. Crop History 1997-1999
- C1-4. Ground Water Use Records 1997-1998
- D. Surface Water Use Records 1994-1998
- E. Ownership Documentation

CURRENT RECORDS & PROPOSED CHANGE

Volume was not specified on license 63-03142 but can be assumed at 4.5 afa because licensed flow rate of 2.63 cfs x 246 dys x 1.9835 = 1283.2 afa is greater than 240 licensed acres x 4.5 = 1080 afa.

The SRBA claims reflected the licenses with the addition of a ppu and the ownership changed to applicant's name. Previous owner filed SRBA claim A02-10030 and should have filed on license 02-02172 instead. A02-10030 has since been withdrawn and replaced with A02-02172.

According to claim A63-03142, the ground water has been used to supplement surface water since 3/15/1963. The surface water use was claimed in the SRBA, (A02-02172), for Snake River water delivered via Hat Butt Mutual Canal Co. Delivery records from 1994-1998 have been submitted per Attachment D.

The Allen/Brockway and Agrimet reports were used to determine that on the average, 2.52 afa/acre of water had been historically consumed by the crops grown on the proposed dairy site. Based on the dairy worksheet (Attachment A), the dairy operation will require 247 afa. At a consumption rate of 2.52 afa/acre, 98 acres will need to be retired from irrigation.

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SEP 25 2000

Since ground water supplements surface water at the proposed dairy site, 1997 and 1998 power records were used to determine the extent of ground water production from the well (Attachment C1-4). These records indicated that at least 128 acres could have been irrigated with only ground water at 1"/acre or 4.5 afa during the 1997 and 1998 irrigation seasons, which exceeds the 98 acres required for the dairy operation.

The dairy facilities will be located in the NE S13 and the dairy waste water will be land applied in S13 and the S1/2 S12, all now owned by Vanderstelt Dairy (see attachment E).

RECOMMENDATIONS

Based on attached Department analysis, I feel sufficient information has been provided by the applicant to warrant approval of this transfer.

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APR 25 2001

**IDWR Analysis
Transfer No. 5598
63-03142 & 63-07083**

Current rights:

SOURCE	RIGHT #	RATE	VOLUME	ACRES
Surface water	02-02172	2.50 cfs	1225 afa	317 acres
Groundwater	63-03142	2.63 cfs	1080 afa*	240 acres
Groundwater	63-07083	2.40 cfs	540 afa	120 acres

* Volume calculations for 63-03142 (unspecified on water right)

240 ac x 4.5 afa = 1080

2.63 cfs x 246 x 1.9835 = 1283

allowable volume 1080 afa

Combined uses

SURFACE WATER (Determined by water right)

2.50 cfs 1225 afa 317 acres

COMBINED GROUNDWATER (both water rights)

2.76 cfs 1347 afa 360 acres

**** Diversion rate was limited by well capacity on water right 63-07083. Volume calculations for combined groundwater volume based on limitation of well capacity on water right and total number of acres irrigated**

360 ac x 4.5 afa = 1620

2.76 cfs x 246 x 1.9835 = 1347

allowable volume 1347 afa

TOTAL COMBINED USE OF BOTH SOURCES:

Surface water	2.50 cfs	1225 afa	240 acres
Groundwater	2.76 cfs	1347 afa	360 acres
TOTAL	5.26 cfs	1620 afa	360 acres

PLEASE NOTE: Total combined volume is limited to 4.5 afa per acre, thus limiting the combination of both sources to 1620 afa (4.5 afa/acre X 360 acres = 1620 afa). The total acres are also limited to 360 acres total.

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APR 26 2001

Proposal:

Change portion of farm operation to commercial/stockwater use for a dairy and reflect a combined irrigation system for remaining acres.

The system involves two licensed ground water rights and 1 well that irrigate 360 acres. The proposed dairy needs 246.6 afa. Based on historical crop consumption of 2.52 afa, **98 acres at full appropriation must be retired from ground water irrigation.**

Separating Process:

1. Determine total historic acres irrigated with groundwater.

$$575 \text{ afa (power records)} / 4.1 \text{ afa (historic diversion volume)} = \mathbf{140 \text{ acres from well}}$$

2. Determine acres historically developed/license based on system capacity and acres irrigated:

$$63-03142: \frac{2.76 \text{ cfs}}{140 \text{ ac}} = \frac{2.63 \text{ cfs}}{x}$$

$$\frac{140 (2.63)}{2.76} = \mathbf{133 \text{ acres}}$$

$$63-07083: 140 \text{ ac} - 133 \text{ ac} = \mathbf{7 \text{ acres}}$$

Based on the above calculations, license 63-03142 can be used individually to account for the 98 acres that need to be retired for the dairy.

3. Redistribute 63-03142 amounts to reflect the dairy's needs based on historical cfs rate/ac ($2.63/133 \text{ ac} = .019774436 \text{ historical cfs rate/ac}$)

CFS:

$$\text{Irrigation: } 133 \text{ ac} - 98 \text{ ac} = 35 \text{ ac } (.019774436) = .69 \text{ cfs}$$

$$\text{Stockwater: } 69 \text{ ac } (.019774436) = 1.37 \text{ cfs}$$

$$\text{Commercial: } 29 \text{ ac } (.019774436) = .57 \text{ cfs}$$

Commercial and stockwater volumes are based on the dairy's consumptive needs as submitted by the applicant.

4. Determine acres irrigated after transfer:

$$63-03142: 240 \text{ acres} - 98 \text{ acres for dairy} = 142 \text{ acres of irrigation}$$

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NOV 18 2001

5. Determine irrigation systems capacity:

$2.76 \text{ cfs original capacity} - 1.94 \text{ cfs dairy need} = .82 \text{ cfs capacity}$

6. Determine irrigation volume 63-03142:

63-03142: $142 \text{ ac} \times 4.5 \text{ afa} = 639$

$.69 \text{ cfs} \times 246 \times 1.9835 = 336.7$

Use lesser 336.7 afa

63-07083: $120 \text{ ac} \times 4.5 \text{ afa} = 540$

$.82 \text{ cfs} \times 246 \times 1.9835 = 400$

Use lesser 400 afa

6. Recommendations:

63-03142

Irrigation: .69 cfs/336.7 afa

Stockwater: 1.37 cfs/173.4 afa

Commercial: .57 cfs/73.2 afa

Limited to 142 acres within a 262 acre ppu.

63-07083

Irrigation: .82 cfs/400 afa

Limited to 120 acres within 262 ppu.

When Combined:

$2.76 \text{ cfs system capacity} - 1.94 \text{ cfs for dairy} = .82 \text{ cfs remaining capacity}$

$336.7 \text{ afa} + 400 \text{ afa} = 736.7 \text{ afa}$

$262 \text{ ac} \times 4.5 \text{ afa} = 1179 \text{ afa}$

$.82 \text{ cfs} \times 246 \times 1.9835 = 400 \text{ afa}$

Use lesser 400 afa

When combined, irrigation limited to .82 cfs, 400 afa and 262 acres. The stockwater and commercial use for the dairy has a combined total of 246.6 afa. When irrigation and dairy uses are combined, the total volume of water diverted from groundwater will be 646.6 afa ($246.6 \text{ afa dairy} + 400 \text{ afa irrig.} = 646.6 \text{ afa}$). Historically the applicant has only diverted 575 afa from groundwater, but the water rights gave the applicant the flexibility to divert up to 1347 afa if surface water was not available. This transfer will reduce the volume flexibility of the groundwater from 1347 afa to 646.6 afa, a net reduction of 700.4 afa.

The applicant has removed the acres being dried up for the dairy from surface water right (A02-02172) in the SRBA.

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APR 5 1988

PROTEST INFORMATION SHEET

APPLICANT: **MICHAEL CHRISTENSEN**

WATER RIGHT NO: **63-03142 AND 63-07083** **TRANSFER NO. 5598**

DATE FILED: **10-13-99** **PROTEST DATE:** **12-6-99**

PROTESTANT(S) NAME & ADDRESS:

LEE HALPER
331 S 230 W
JEROME ID 83338

Attorney Name & Address:

Issues:

Applicant - Attorney - Name & Address:

Dates:

Acknowledgement Letters: **12-10-99** _____

Hearing Notice: _____

Hearing Date: _____

Room Confirmation Letter _____

Other: _____

MICROFILMED

APR 27 2001



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190

FAX (208) 334-2348

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

March 10, 2000

LEE HALPER
331 S 230 W
JEROME ID 83338

Re: Application for Transfer Permit Nos. 63-03142 and 63-07083 in the Name of Michael Christensen

Dear Protestant:

This letter acknowledges your withdrawal of protest of the above referenced application for permit. **The hearing scheduled for March 14 and 15, 2000, is cancelled.**

The department will now continue to process this application, subject to certain conditions of approval.

If you have any questions please call this office.

Sincerely,

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

Gary Spackman

GS:st

CC: Applicants

ELAM & BURKE
A Professional Association
ATTORNEYS AND COUNSELORS AT LAW
Established in 1928

KEY FINANCIAL CENTER
702 WEST IDAHO
POST OFFICE BOX 1539
BOISE, IDAHO 83701

TELEPHONE
208-343-5454

FACSIMILE
208-384-5844

Email: slc@elamburke.com

SCOTT L. CAMPBELL

March 9, 2000

SENT VIA FACSIMILE

Gary Spackman, Manager
Western Region Office
Idaho Department of Water Resources
2735 Airport Way
Boise, ID 83405-5082

RECEIVED
MAR 10 2000
WATER RESOURCES
WESTERN REGION

Re: Application for Transfer No. 5598 (Michael Christensen)

Dear Gary:

I have enclosed a copy of correspondence from Lee Halper to me and a copy of the executed settlement agreement which also constitutes Mr. Halper's written withdrawal of his protest against the above-referenced transfer application.

Based upon Mr. Halper's execution of my correspondence of March 6, 2000, I request confirmation from the Department that the hearing in this matter, scheduled for March 14-15, 2000, will be vacated and the Department will proceed to process the Application for Transfer in due course without a formal contested proceeding.

Please provide me with written notice of the Department's vacating the hearing so that I can avoid preparation time and save my client the expenses of the additional costs which would be incurred for those activities.

Thank you for your cooperation in this regard.

Very truly yours,

ELAM & BURKE
A Professional Association


Scott L. Campbell

SLC:thm G:\Thm\WPDATA\7529\00010-spackman.wpd

Encl.

cc: Larry Vander Stelt (w/encl.) (via facsimile)
Darwin Vander Stelt (w/encl.) (via facsimile)
Michael Christensen (w/encl.) (via facsimile)
Lee Halper (w/encl.) (via facsimile)

0002 S O 27W

HALPER--SMITH COMPANY
SILVERWARE & JEWELRY STORAGE
DESIGNERS~MAKERS
331 SOUTH 230 WEST
JEROME, IDAHO 83338
208-324-2240
208-324-4422 {FAX}
SLVRCHST@MAGICLINK.COM

RECEIVED

MAR 10 2000

WATER RESOURCES
WESTERN REGION

March 7, 2000

Mr. Scott Campbell 384-5844
Elam & Burke
PO Box 1539
Boise, Idaho 83701

RE: Proposed settlement agreement on Transfer 5598.

Dear Mr. Campbell,

Enclosed is the original agreement correspondence you provided which I have signed. I consider this matter settled and thank you for your assistance.

Sincerely,



Lee Halper

ELAM & BURKE
A Professional Association
ATTORNEYS AND COUNSELORS AT LAW
Established in 1928

KEY FINANCIAL CENTER
702 WEST IDAHO
POST OFFICE BOX 1539
BOISE, IDAHO 83701

TELEPHONE
208-343-5454

FACSIMILE
208-384-5844

Email: slc@elamburke.com

SCOTT L. CAMPBELL

March 6, 2000

VIA HAND-DELIVERY

Gary Spackman
Idaho Department of Water Resources
Western Region Office
2735 Airport Way
Boise, ID 83405-5082

Re: Application for Transfer No. 5598 (Michael Christensen)

Dear Gary:

On March 3, 2000, we mailed to the Department the original of L&S Dairy's Witness and Exhibit List in the above-referenced matter. We inadvertently did not provide a copy to be date-stamped. Therefore, I have enclosed a copy of L&S Dairy's Witness and Exhibit List to be date-stamped and returned to me in the enclosed self-addressed, stamped envelope. I appreciate your assistance in this regard.

If you have any questions, please do not hesitate to contact me. Thank you for your attention to this matter.

Very truly yours,

ELAM & BURKE
A Professional Association


Scott L. Campbell

SLC:thm G:\Thm\WPDATA\7529\00008-spackman.wpd
Encl.

SEE FOLDER (2)

MAR 09 2000

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A Professional Association
ATTORNEYS AND COUNSELORS AT LAW
Established in 1928

KEY FINANCIAL CENTER
702 WEST IDAHO
POST OFFICE BOX 1539
BOISE, IDAHO 83701

TELEPHONE
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FACSIMILE
208-384-5844

SCOTT L. CAMPBELL

March 6, 2000

Mr. Lee Halper
Halper-Smith Company
331 South 230 West
Jerome, ID 83338

1/4

Re: Proposed Settlement Agreement on Idaho Department of Water Resources
Application for Transfer No. 5598 (Michael Christensen)

Dear Mr. Halper:

Pursuant to our telephone conversation of March 2, 2000, I am providing you this correspondence which sets forth the terms of settlement of your Protest against Application for Transfer No. 5598, before the Idaho Department of Water Resources.

In exchange for your written withdrawal of the Protest in this matter, my client, L & S Dairy, is willing to agree to the following requirements after approval of Application for Transfer No. 5598 by the Idaho Department of Water Resources. The requirements are:

1. Any and all lagoons for the proposed Dairy would be engineered by a state-certified engineer who will affix his stamp of approval on the plans. The lagoons will be sized to meet or exceed the requirements of maximum waste water production of the dairy including storm events, as dictated by the Idaho Department of Agriculture Dairy Waste Management Guidelines.
2. As part of the Nutrient Management Plan which will be filed with the Idaho Department of Agriculture, and as part of this Agreement, L & S Dairy will land-apply dairy waste water only when there is a growing, viable crop available to utilize the nutrients.

Based upon our telephone conversation, it is my understanding that you will execute a copy of this correspondence and return it to me if you agree to the conditions of this settlement. I will provide a copy of the fully executed correspondence to Mr. Gary Spackman, Western Regional Manager, Idaho Department of Water Resources, as soon as you return the document to me. That copy will become a part of the official record in Application for Transfer No. 5598.

SH

Letter to Mr. Lee Halper
March 6, 2000
Page 2

You agree that your execution of this document and my filing of a copy of it with Mr. Spackman shall constitute your written notice of withdrawal of the Protest in Application for Transfer No. 5598. Additionally, following receipt of the fully executed copy of this correspondence, the Idaho Department of Water Resources is authorized to proceed with the processing of Transfer No. 5598 in an un-protested status. The Department will proceed to vacate the hearing in this matter scheduled for March 14-15, 2000.

By signing your name to this correspondence, you agree with and understand all of the above.

Very truly yours,

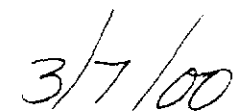
ELAM & BURKE
A Professional Association


Scott L. Campbell

I HAVE READ, UNDERSTAND, AND FULLY AGREE TO THE TERMS
SET FORTH IN THIS CORRESPONDENCE:



Lee Halper



Date

SLC:thm G:\thm\WPDATA\7529\00009-halper.wpd

cc: Larry Vander Stelt
Darwin Vander Stelt
Michael Christensen

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SCOTT L. CAMPBELL

March 6, 2000

Mr. Lee Halper
Halper-Smith Company
331 South 230 West
Jerome, ID 83338

1/4

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Application for Transfer No. 5598 (Michael Christensen)

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1. Any and all lagoons for the proposed Dairy would be engineered by a state-certified engineer who will affix his stamp of approval on the plans. The lagoons will be sized to meet or exceed the requirements of maximum waste water production of the dairy including storm events, as dictated by the Idaho Department of Agriculture Dairy Waste Management Guidelines.
2. As part of the Nutrient Management Plan which will be filed with the Idaho Department of Agriculture, and as part of this Agreement, L & S Dairy will land-apply dairy waste water only when there is a growing, viable crop available to utilize the nutrients.

Based upon our telephone conversation, it is my understanding that you will execute a copy of this correspondence and return it to me if you agree to the conditions of this settlement. I will provide a copy of the fully executed correspondence to Mr. Gary Spackman, Western Regional Manager, Idaho Department of Water Resources, as soon as you return the document to me. That copy will become a part of the official record in Application for Transfer No. 5598.

SH

Letter to Mr. Lee Halper
March 6, 2000
Page 2

You agree that your execution of this document and my filing of a copy of it with Mr. Spackman shall constitute your written notice of withdrawal of the Protest in Application for Transfer No. 5598. Additionally, following receipt of the fully executed copy of this correspondence, the Idaho Department of Water Resources is authorized to proceed with the processing of Transfer No. 5598 in an un-protested status. The Department will proceed to vacate the hearing in this matter scheduled for March 14-15, 2000.

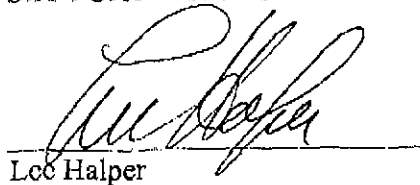
By signing your name to this correspondence, you agree with and understand all of the above.

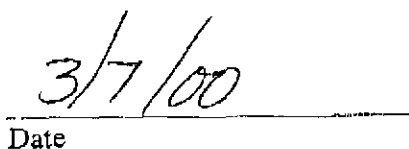
Very truly yours,

ELAM & BURKE
A Professional Association


Scott L. Campbell

I HAVE READ, UNDERSTAND, AND FULLY AGREE TO THE TERMS
SET FORTH IN THIS CORRESPONDENCE:


Lee Halper


Date

SLC:thm C:\WIN\WFDATA\7529\00009-halper.wpd

cc: Larry Vander Stelt
Darwin Vander Stelt
Michael Christensen

ELAM & BURKE
A Professional Association
ATTORNEYS AND COUNSELORS AT LAW
Established in 1928

KEY FINANCIAL CENTER
702 WEST IDAHO
POST OFFICE BOX 1539
BOISE, IDAHO 83701

TELEPHONE
208-343-5454

FACSIMILE
208-384-5844

FACSIMILE TRANSMISSION

March 9, 2000

Please deliver the following pages to:

NAME:	Gary Spackman, IDWR	334-2348
	Darwin Vander Stelt	465-9497
	Larry Vander Stelt	(909) 597-5572
	Michael Christensen	(208) 495-2178
	Lee Halper	(208) 324-4422

FROM: Scott L. Campbell
SENDER: Tiffany Hudak Miller
File No.: 7529-9001

TOTAL NUMBER OF PAGES (including this page): 5

FAXED MATERIAL DESCRIPTION OR COMMENTS:

CONFIDENTIALITY NOTICE

The information in this facsimile is confidential and intended only for the use of the addressee. The data transmitted is attorney privileged and may be exempt from disclosure. Do not copy or distribute to anyone other than the addressee. Reliance on this data by other than the intended recipient is prohibited. Please notify us immediately if you have received this communication in error. Upon notification we will arrange for return of the fax copies to Elam & Burke, P.A. Thank you for your assistance.

Original documents will:

[]	Follow by regular mail
[]	Follow by Federal Express
[x]	Not be sent

If you have any problems receiving, please call the FAX operator at (208) 343-5454.

Date Completed: March 9, 2000

ELAM & BURKE
A Professional Association
ATTORNEYS AND COUNSELORS AT LAW
Established in 1928

KEY FINANCIAL CENTER
702 WEST IDAHO
POST OFFICE BOX 1539
BOISE, IDAHO 83701

TELEPHONE
208-343-5454

FACSIMILE
208-384-5844
Email: slc@elamburke.com

SCOTT L. CAMPBELL

March 9, 2000

SENT VIA FACSIMILE

Gary Spackman, Manager
Western Region Office
Idaho Department of Water Resources
2735 Airport Way
Boise, ID 83405-5082

Re: Application for Transfer No. 5598 (Michael Christensen)

Dear Gary:

I have enclosed a copy of correspondence from Lee Halper to me and a copy of the executed settlement agreement which also constitutes Mr. Halper's written withdrawal of his protest against the above-referenced transfer application.

Based upon Mr. Halper's execution of my correspondence of March 6, 2000, I request confirmation from the Department that the hearing in this matter, scheduled for March 14-15, 2000, will be vacated and the Department will proceed to process the Application for Transfer in due course without a formal contested proceeding.

Please provide me with written notice of the Department's vacating the hearing so that I can avoid preparation time and save my client the expenses of the additional costs which would be incurred for those activities.

Thank you for your cooperation in this regard.

Very truly yours,

ELAM & BURKE
A Professional Association


Scott L. Campbell

SLC:thm G:\Firm\WPDATA\7529\00010\spackman.wpd

Encl.

cc: Larry Vander Stelt (w/encl.) (via facsimile)
Darwin Vander Stelt (w/encl.) (via facsimile)
Michael Christensen (w/encl.) (via facsimile)
Lee Halper (w/encl.) (via facsimile)

MAR 09 2000

HALPER--SMITH COMPANY
SILVERWARE & JEWELRY STORAGE
DESIGNERS~MAKERS
331 SOUTH 230 WEST
JEROME, IDAHO 83338
208-324-2240
208-324-4422 {FAX}
SLVRCHST@MAGICLINK.COM

March 7, 2000

Mr. Scott Campbell 384-5844
Elam & Burke
PO Box 1539
Boise, Idaho 83701

RE: Proposed settlement agreement on Transfer 5598.

Dear Mr. Campbell,

Enclosed is the original agreement correspondence you provided which I have signed. I consider this matter settled and thank you for your assistance.

Sincerely,



Lee Halper

HALPER--SMITH COMPANY
SILVERWARE & JEWELRY STORAGE
DESIGNERS~MAKERS
331 SOUTH 230 WEST
JEROME, IDAHO 83338
208-324-2240
208-324-4422 {FAX}
SLVRCHST@MAGICLINK.COM

February 29, 2000

Mr. Scott Campbell 384-5844

Mr. Michael Christensen 495-2178

Mr. Gary Spackman 334-2348

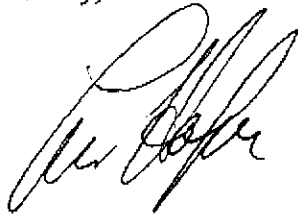
RE: Proposed settlement agreement on Transfer 5598 with reference to Elam & Burke letter of February 11, 2000.

Gentlemen,

As there was no response to my letter of February 12, 2000 and after consulting with interested parties in the area of the dairy siteing, I am willing to accept the terms you will accept (below) as put forth in your letter if you are still agreeable. If not, please advise and we will continue towards the formal hearing.

1. As part of the nutrient management plan with the State and as part of the agreement, the Applicant will agree to apply wastewater ONLY when there is a growing, viable crop available to uptake nutrients.

Sincerely,



Lee Halper

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE
STATE OF IDAHO

IN THE MATTER OF APPLICATION)
FOR TRANSFER OF WATER RIGHT) **NOTICE OF HEARING**
NOS. 63-03142 AND 63-07083)
(TRANSFER NO. 5598) IN THE NAME)
OF MICHAEL CHRISTENSEN.)
_____)

On October 13, 1999, Michael Christensen filed with the Idaho Department of Water Resources (IDWR) application for transfer of water right nos. 63-03142 and 63-07083. The application was protested by Lee Halper. L & S Dairy and Clarence Vander Stelt & Sons, a California Partnership was granted intervention. The pre-hearing conference held by IDWR on Wednesday, February 9, 2000, did not resolve the matter of protest.

The Department has scheduled the matter for hearing on **Tuesday and Wednesday, March 14 and 15, 2000. The hearing will begin on March 14, 2000 at 9:00 a.m. at the Department of Environmental Quality, conference room B, 1410 N Hilton, Boise, Idaho 83706.** The hearing will be held in accordance with provisions of Chapters 2 and 17, Title 42 and Chapter 52, Title 67, Idaho Code and the adopted Rules of Procedure of the Department. A copy of the rules may be obtained from the IDWR upon request. The presiding officer at the hearing will be Gary Spackman.

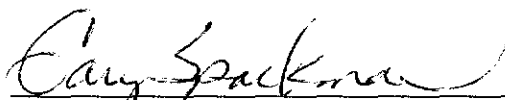
If you plan to offer exhibits for the record, note that IDAPA Rule of Procedure 37.01.01.606 requires that you provide a copy of exhibits to each party and to the presiding officer. Copies of the exhibits and a list of witnesses should be exchanged by the parties on or before March 3, 2000.

The hearing will be conducted in a facility which meets the accessibility requirements of the Americans with Disabilities Act. If you require special accommodations in order to attend, participate in or understand the hearing, please advise the department within ten (10) days prior to the hearing.

All parties to the matter will have the opportunity to respond and present information and argument on all issues involved.

Dated this 16th day of February, 2000.

NOTICE OF HEARING 1



GARY SPACKMAN

I hereby certify that on the 11TH day of February, 2000, I mailed a true and correct copy, postage prepaid, of the Notice of Hearing to the applicant(s) and protestant(s) listed:



Sue Taylor
Senior Secretary

CERTIFIED MAIL

MICHAEL CHRISTENSEN
8725 BIGFOOT RD
MELBA ID 83641

LEE HALPER
331 S 230 W
JEROME ID 83338

DARWIN VANDERSTELT
16931 STAR RD
NAMPA ID 83687

SCOTT CAMPBELL
L & S DAIRY & CLARENCE VANDERSTELT & SONS
PO BOX 1539
BOISE ID 83701

CONFERENCE AND HEARING PROCEDURE

APPLICATION FOR TRANSFER

Section 42-222, Idaho Code, requires the department to consider the following issues in connection with an application for transfer:

- 1) Will the proposed appropriation injure other water rights?
- 2) Will the proposed transfer constitute an enlargement in use of the original right?
- 3) Is the proposed transfer in the local public interest, where local public interest is defined as the affairs of the people in the area directly affected by the proposed use?
- 4) Is the proposed use contrary to conservation of water resources within the state of Idaho?

BURDEN OF PROOF

The applicant has the initial burden of proof of issues 1, 2 and 4 above and must provide evidence for the department to evaluate these criteria.

The initial burden of proof on issue 3 above lies with both the applicant and protestant as to factors which they are most knowledgeable and cognizant. The applicant has the ultimate burden of persuasion, however, for this issue.

PROCEDURE

The department generally conducts an informal conference with the parties to determine the issues and to try to settle a protested matter before a hearing is scheduled. If a hearing is held, the department will issue a written decision based on the hearing record.

CONFERENCE

The purpose of a prehearing conference is to provide the opportunity for the parties and the department to familiarize themselves with a contested matter and to attempt to resolve the matter.

At the conference, the department may also formulate and simplify the issues, identify documents to avoid unnecessary proof, exchange proposed exhibits or prepared testimony, limit witnesses, discuss settlement offers, schedule hearings, establish procedure at hearings and address other matters that may expedite orderly conduct and disposition of the proceeding or its settlement.

HEARING

The department will tape record the hearing. Copies of a hearing tape are available upon written request and the payment of the cost of reproducing the tape.

The hearing likely will be conducted by a hearing officer appointed by the Director rather than the Director himself. If so, the hearing officer will prepare a recommended order for the Director's consideration. Parties can file exceptions to a recommended order, briefs in support of the exceptions or may request oral argument. Parties may seek judicial review of any final order issued by the Director.

Parties may, by written stipulation, waive their right to a recommended order, particularly when a shortened decision process is desirable or necessary. Such a waiver does not eliminate any rights of the parties in connection with the final order of the Director and judicial review of the order.

EXHIBITS

A party who plans to offer an exhibit as part of the hearing record must provide a copy of the proposed exhibit to the parties and to the hearing officer prior to any scheduled hearing.

AMERICANS WITH DISABILITIES ACT

Any hearing scheduled will be conducted in a facility which meets the accessibility requirements of the Americans with Disabilities Act. If you require special accommodations in order to attend, participate in or understand the hearing please advise the department within ten (10) days prior to the hearing.

**BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE
STATE OF IDAHO**

IN THE MATTER OF APPLICATION)	
FOR TRANSFER NO. 5598)	ORDER GRANTING INTERVENTION
IN THE NAME OF MICHAEL)	
CHRISTENSEN.)	

The Idaho Department of Water Resources (IDWR) received a petition to intervene from L & S Dairy and Clarence Vander Stelt & Sons, a California Partnership, in the above contested matter. Having shown good cause for intervening into the matter, and, upon a conclusion that the applicant will not be injured by the participation of the prospective intervenor:

IT IS HEREBY ORDERED that the petition to intervene filed by L & S Dairy and Clarence Vander Stelt & Sons, a California Partnership is **GRANTED** and the intervenor shall have the right to participate in the contested matter as a full party.

Dated this 9th day of February, 2000.



Gary Spackman

CERTIFICATE OF MAILING

I hereby certify that on this 17th day of February, 2000, I mailed a true and correct copy, postage prepaid, of an Order Granting Intervention to those listed below:



Sue Taylor
Senior Secretary

MICHAEL CHRISTENSEN
8725 BIGFOOT RD
MELBA ID 83641

LEE HALPER
331 S 230 W
JEROME ID 83338

DARWIN VANDERSTELT
16931 STAR RD
NAMPA ID 83687

SCOTT CAMPBELL
L & S DAIRY & CLARENCE VANDERSTELT & SONS
PO BOX 1539
BOISE ID 83701



State of Idaho
DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

February 9, 2000

ROSIE OLONZO
DIVISION OF ENVIRONMENTAL QUALITY
1410 N HILTON
BOISE ID 83706

Re: Conference Room Reservation

This letter is to confirm the conference room reservation made by the Department of Water Resources for conference room ~~B~~_B on Tuesday and Wednesday, March 14 & 15, 2000, at 9:00 a.m.

If you have any questions please call me at 334-2190, Western Region of the Department of Water Resources.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Sue', is written over a horizontal line.

Sue Taylor
Senior Secretary

HALPER--SMITH COMPANY
SILVERWARE & JEWELRY STORAGE
DESIGNERS~MAKERS
331 SOUTH 230 WEST
JEROME, IDAHO 83338
208-324-2240
208-324-4422 {FAX}
SLVRCHST@MAGICLINK.COM

February 9, 2000

Mr. Scott Campbell 384-5844

Mr. Michael Christensen 495-2178

Mr. Gary Spackman 334-2348

RE: Proposed settlement agreement on Transfer 5598.

As we discussed in the preconference hearing today, my goal in protesting dairy water transfers is to ensure environmental integrity and in so doing, obedience of the laws; State, Local, Federal and common sense. I have no agenda against dairies unless they are managed in such a manner that they adversely impact the environment, the neighbors or anything else. It is my contention, borne up by extensive research and documentation, that the rules governing dairies, as set forth in the Dairy Waste Management Guidelines, are not as comprehensive as they should or could be and are therefore detrimental to the environment, the State, and even the Dairy operator.

To this end, if we can come to an agreement similar to the one I faxed to you at IDWR today, I will withdraw my protest. Requirements I would like to see are as follows:

1. Any and all lagoons to be engineered by a State certified engineer who will affix his stamp of approval on the plans. These lagoons will be sized so they will meet or exceed requirements of the maximum wastewater production of the dairy including extreme storm considerations. In addition to clay lining and compaction requirements, these lagoons will be lined with a liner commonly used in the mining or other industry which should prevent most leakage from the lagoon.

2. As part of the nutrient management plan with the State and as part of the agreement, the Applicant will agree to apply wastewater ONLY when there is a growing, viable crop available to uptake nutrients.
3. Any off-site application (off-site = not dairy owned land) of dairy waste will be subject to a contractual agreement between the dairy and the off-site owner such that the off-site owner agrees to a State approved nutrient management plan.

I assume you will now do one of 3 things, accept this as is, reject it out right, or negotiate/reword this until we come to mutually agreeable conditions. If the latter, I will then forward our agreement to my Attorney, Brit Groom, who will then either accept our version or suggest changes but I feel confident that this is achievable and will be a win-win situation for the environment as well as Mr. Christensen and L&S Dairy. The history of problems between citizens and the dairy industry is long and troublesome and totally unnecessary. This type of upgrade in management practices and infrastructures can be a solution agreeable to all stakeholders.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lee Halper', with a stylized, cursive script.

Lee Halper

IDAHO DEPARTMENT OF WATER RESOURCES
2735 AIRPORT WAY, BOISE, IDAHO 83705

Conducted by: Gary Spackman

NAME

ADDRESS

Scott Lee 620 S. 14th St. Boise, ID 83702

Date 11/11/19 1914-189 Mungo Id E 10.5"

LARRY VANDER STELT #351 CHINO-CORONA CA.

Michael Christensen 8725 Bluff Rd. Melba ID 83641

Dominic Vander Stelt 16931 Star Rd Nampa ID 83687

Scott R. Campbell ~~1539~~ P.O. Box 1539 Boise Id 83701



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190

FAX (208) 334-2348

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

January 26, 2000

MICHAEL CHRISTENSEN
8725 BIGFOOT RD
MELBA ID 83641

LEE HALPER
331 S 230 W
JEROME ID 83338

Re: Application for Transfer of Permit Nos. 63-03142 and 63-07083 (transfer no. 5598) in the
Name of Michael Christensen

Dear Parties:

The Idaho Department of Water Resources (IDWR) received a petition to intervene from
L & S Dairy and Clarence Vander Stelt & Sons, in the above-referenced matter. IDWR records
show you received a copy of the petition.

Any objection to the petition to intervene must be filed on or before February 9, 2000, the
date of the prehearing conference.

Please feel free to contact this office if you have questions about the procedure for
intervention or other matters related to the application.

Sincerely,

A handwritten signature in cursive script that reads "Gary Spackman". The signature is written in dark ink and is positioned above the printed name.

Gary Spackman

GS:st

CC: L&S DAIRY AND CLARENCE VANDER STELT & SONS
C/O SCOTT L CAMPBELL ESQ
PO BOX 1539
BOISE ID 83701

ELAM & BURKE
A Professional Association
ATTORNEYS AND COUNSELORS AT LAW
Established in 1928

KEY FINANCIAL CENTER
702 WEST IDAHO
POST OFFICE BOX 1539
BOISE, IDAHO 83701

TELEPHONE
208-343-5454

FACSIMILE
208-384-5844

Email: slc@elamburke.com

SCOTT L. CAMPBELL

January 14, 2000

RECEIVED

JAN 18 2000

WATER RESOURCES
WESTERN REGION

Gary Spackman
Idaho Department of Water Resources
Western Region Office
2735 Airport Way
Boise, ID 83405-5082

Re: Application for Transfer No. 5598 (Michael Christensen)

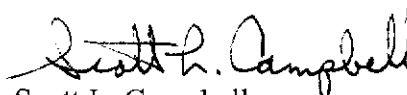
Dear Gary:

I have enclosed an original and one copy of L&S Dairy's and Clarence Vander Stelt & Sons' Petition to Intervene, in the above-captioned matter. I have also enclosed an extra copy of the Petition to Intervene to be date-stamped and returned to me in the enclosed self-addressed, stamped envelope. I appreciate your assistance in this regard. ✓ *slc 1-18-00*

If you have any questions, please do not hesitate to contact me. Thank you for your attention to this matter.

Sincerely,

ELAM & BURKE
A Professional Association


Scott L. Campbell

SLC:thm G:\Thm\WPDATA\7529\00002-spackman.wpd

Encl.

cc: Clients (w/encl)

ORIGINAL

Scott L. Campbell, ISB # 2251
Christopher E. Yorgason, ISB #5844
ELAM & BURKE, P.A.
Key Financial Center, 10th Floor
702 West Idaho Street
Post Office Box 1539
Boise, Idaho 83701
Telephone: (208) 343-5454
Facsimile: (208) 384-5844

Attorneys for L & S Dairy

RECEIVED

JAN 18 2000

WATER RESOURCES
WESTERN REGION

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF APPLICATION	)	PETITION TO INTERVENE
FOR TRANSFER NO. 5598,	)	
	)	
IN THE NAME OF MICHAEL	)	
CHRISTENSEN.	)	
	)	
L & S DAIRY and CLARENCE VANDER	)	
STELT & SONS, a California partnership,	)	
	)	
Petitioners for Intervention	)	
	)	
	)	

Petitioners, L & S Dairy and Clarence Vander Stelt & Sons, a California partnership, move for leave to intervene in this action, pursuant to Rule 350 of the Rules of Procedure of the Idaho Department of Water Resources, on the ground that Petitioners are the purchasers of the property and the appurtenant water rights, that are the subject of the above-captioned transfer proceeding. As such, Petitioners are the ultimate beneficiaries of this proceeding and have a direct and substantial interest which would be adversely affected by the disposition of the transfer proceeding if not allowed to be made a party.

Attached to this motion as Exhibit A are true and correct copies of the Purchase and Sale Agreements and attached as Exhibit B are true and correct copies the Verifications of pending Purchase and Sale Agreements. Petitioners request that the Department issue an order allowing their intervention in this proceeding.

DATED this 14th day of January, 2000. ELAM & BURKE, P.A.

By: Scott L. Campbell
Scott L. Campbell, of the firm
Attorneys for Petitioners for Intervention

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 14th day of January, 2000, I caused a true and correct copy of the foregoing MOTION TO INTERVENE in the manner indicated below, to:

Karl Dreher, Director
Idaho Department of Water Resources
1301 North Orchard
Boise, ID 83706

☒ U.S. Mail (postage prepaid)
☐ Hand Delivery
☐ Federal Express
☐ Facsimile Transmission
Fax: (208) 327-5400
Phone: (208) 327-7910

Lee Halper
331 South 230 West
Jerome, ID 83338

☒ U.S. Mail (postage prepaid)
☐ Hand Delivery
☐ Federal Express
☐ Facsimile Transmission
Fax:
Phone: (208) 324-2240

Michael Christensen
8725 Bigfoot Road
Melba, ID 83641

☒ U.S. Mail (postage prepaid)
☐ Hand Delivery
☐ Federal Express
☐ Facsimile Transmission
Fax:
Phone:

and the original and one copy to:

Gary Spackman
Idaho Department of Water Resources
Western Region Office
2735 Airport Way
Boise, ID 83405-5082

☒ U.S. Mail (postage prepaid)
☐ Hand Delivery
☐ Federal Express
☐ Facsimile Transmission
Fax: (208) 334-2348
Phone: (208) 334-2190



Scott L. Campbell

EXHIBIT - A -



REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

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

ID# 97235DATE August 26, 1999**1. REAL ESTATE OFFICES**

Listing Agency _____

MLS Office# _____

Selling Agency Accom Real EstateMLS Office# 1704

Listing Agent Name _____

MLS Agent # _____

Phone #(office) _____

(home) _____

Selling Agent Name Darwin Vander SteltMLS Agent # 1514Phone #(office) 465-9496

(home) _____

2. BUYER AND LEGAL DESCRIPTION: Clarence Vander Stelt and Sons, or nominee

(Hereafter 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 317 Acres Bifoot 3 Rm, Melba, County Canyon, Idaho, Zip 83644 legally described as: See Exhibit "B"

3. TOTAL PURCHASE PRICE: Eight hundred fifty six thousand and no/100 DOLLARS.\$ 856,000.00 payable upon the following **TERMS AND CONDITIONS** (Not including closing costs):**4. FINANCIAL TERMS:** (Note: A+C+D+E should add up to (or be equal to) total purchase price, except for 100% financing)\$ 10,000.00 **A. EARNEST MONEY:** BUYER hereby deposits Ten thousand and no/100 DOLLARS as Earnest Moneyevidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note due ☐ other _____

and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account upon acceptance by all parties and shall

be held by: ☐ Listing Broker ☒ Selling Broker ☐ other NAhereto, and Darwin Vander Stelt (Broker) shall hold the completely executed Broker's copy of this Agreement. The responsible Broker shall be Darwin Vander Stelt**5. ALL CASH OFFER:** ☒ YES ☐ NO if this is an all cash offer do not complete lines 25 through 47. fill blanks with N.A.See Add. #1**C. NEW LOAN PROCEEDS:** This Agreement contingent upon BUYER obtaining: ☐ FHA ☐ VA ☐ CONVEN ☐ IHFA☐ RD ☐ OTHER _____ FIRST LOAN of \$ _____ not including mortgageinsurance, with interest not to exceed _____ % for a period of _____ year(s) at: ☐ Fixed rate ☐ Other _____

BUYER shall pay no more than _____ point(s) plus origination fee if any. SELLER shall pay no more

than _____ point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally.

BUYER shall apply for such loan within _____ business day(s) of SELLER's acceptance. Within _____ business days of final acceptance of all parties, BUYER agrees to furnish SELLER with a written loan commitment showing lender approval of credit report, income verification, debt ratios and subject only to satisfactory appraisal and final lender underwriting. If such written commitment is not received by SELLER within the strict time allotted, SELLER may at their option cancel this agreement by notifying BUYERS in writing of such cancellation. If an appraisal is required by lender, the property must appraise at not less than purchase price or BUYER's Earnest Money may be returned at BUYER's request.

FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the property described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the property of not less than the sales price as stated in the contract. BUYER shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. BUYER should satisfy himself/herself that the price and condition of the property are acceptable. It is agreed that any item included in section 7 is of nominal value less than \$100.

D. ADDITIONAL FINANCIAL TERMS:☐ Additional financial terms are specified under the heading "ADDITIONAL TERMS AND CONDITIONS" (Section 5).☐ Additional financial terms are contained in a **FINANCING ADDENDUM** of same date, attached hereto, signed by both parties.\$ 846,000.00

E. APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at closing, in GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check. Any net difference between the approximate balances of the loans shown above, which are to be assumed or taken subject to, and the actual

balances of said loans at closing of escrow shall be adjusted in ☐ Cash ☐ Other: _____

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 1 of 5 Pages.

BUYER's Initials (LVS) (_____) Date: SELLER's Initials (MC) (_____) Date: _____

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R E 21 EFFECTIVE DATE AUGUST 1 1997

BROKER'S COPY

PURCHASE & SALES AGREEMENT RE21 PAGE 2

PROPERTY ADDRESS: 317 Acres M/L crnr Sigfoot and Rim

ID#: 97235

5. ADDITIONAL TERMS AND/OR CONDITIONS: See Addendum #1

6. OCCUPANCY: BUYER ☐ does ☒ does not intend to occupy property as BUYER'S primary residence.

7. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the property are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all attached floor coverings, attached television antenna, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built-in and "drop-in" ranges (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, all water systems, wells, springs, water, water rights, ditches and ditch rights, if any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein. The following additional items are specifically:

A. INCLUDED IN THIS SALE: See Exhibit "A"

8. EXCLUDED IN THIS SALE: NA

9. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

10. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings, which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

11. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

12. COVENANTS, CONDITIONS AND RESTRICTIONS (C.C. & R.'S): BUYER is responsible to obtain and review a copy of the C.C. & R.'s (if applicable). BUYER has reviewed C.C. & R.'s. ☐ Yes ☐ No ☒ N/A

13. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, By-Laws and rules and regulations of the Association. BUYER is further aware that the Property may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☐ No ☒ N/A Association fees/dues are \$_____ per _____

14. RISK OF LOSS: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the premises be materially damaged by fire or other destructive cause prior to closing, this Agreement shall be voidable at the option of BUYER.

15. BUSINESS DAY: Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined in Idaho Code, Section 67-6202.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 2 of 5 Pages

BUYER's Initials (LVS) (_____) Date SELLER's Initials (MC) (_____) Date

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R.E.21 EFFECTIVE DATE AUGUST 1, 1997

BROKER'S COPY

PURCHASE & SALES AGREEMENT RE21 PAGE 3

PROPERTY ADDRESS: 317 acres M/L corner of Bigfoot and Rim ID#: 37235

15. **INSPECTION:** BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within 15 business day(s) of acceptance complete these inspections and give to SELLER written notice of items disapproved of. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire property. BUYER'S acceptance of the condition of the property is a contingency of this Agreement.

BUYER chooses ☒ to have inspection, ☐ not to have inspection. If BUYER chooses not to have inspection skip lines 130 to 143.

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER does not within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

2. If BUYER does within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have 5 business day(s) in which to respond in writing.

3. If SELLER does not respond within the strict time period specified, BUYER shall have 5 business day(s) (after receipt of SELLER's response, or after the expiration of the time for SELLER to respond, whichever occurs first) to cancel this Agreement in writing.

4. If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct. SELLER shall make the property available for all inspections. BUYER shall keep the property free and clear of liens, indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.

16. **SELLER'S PROPERTY DISCLOSURE FORM:** If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) days after execution of this Agreement provide to BUYER "SELLER's Property Disclosure Form" or other acceptable form. BUYER has received the "SELLER's Property

Disclosure Form" or other acceptable form prior to signing this Agreement. ☐ Yes ☐ No ☒ N/A

17. **LEAD PAINT DISCLOSURE:** The subject property ☐ is ☒ is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet. (b) Receipt of Seller's Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said property. (c) That this contract is contingent upon my right to have the property tested for lead-based paint hazards to be completed no later than _____ or the contingency will terminate. (d) That

BUYER hereby ☐ waives ☐ does not waive this right. (e) That, if test results show unacceptable amounts of lead-based paint on the premises, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing. (f) That, if the contract is canceled under this clause, BUYER'S earnest money deposit will be returned to BUYER.

18. **FINAL VERIFICATION OF CONDITION:** BUYER shall have the right to make a final inspection of the property approximately 1 day(s) prior to close of escrow, not as a contingency of the sale, but solely to confirm that: (a) repairs have been completed as agreed in writing by BUYER and SELLER. (b) SELLER has complied with SELLER's other obligations, and (c) the property is otherwise in substantially the same condition as on the date of acceptance of the offer, unless otherwise agreed in writing.

19. TITLE INSURANCE:

(A) **TITLE COMMITMENT:** Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have 10 business day(s) from receipt of the commitment or not less than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within 5 business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B) **STANDARD COVERAGE OWNER'S POLICY:** SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER. The risk assumed by the title company in the standard coverage lender's policy is limited to matters of public record.

(C) **EXTENDED COVERAGE LENDER'S POLICY (Mortgage policy):** The lender will require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

(D) **EXTENDED COVERAGE OWNER'S POLICY:** A standard title policy does not cover certain potential problems or risks such as liens (i.e. a legal claim against premises for payment of some debt or obligation, boundary disputes, claims of easement and other matters of claims if they are not of public record at time of closing). However, under Idaho law, such potential claims against the premises may have become legal obligations before the purchase of the home and yet may not be of public record until after the purchase. It is recommended that BUYER talk to a title company about what it offers in the way of extended coverage title policies and endorsements. This extended coverage owner's policy is for the benefit of the owner and provides similar coverage like provided by the extended coverage lender's policy.

Extended Coverage Owner's Policy requested ☒ Yes ☐ No. Additional premium paid by: ☐ BUYER ☒ SELLER

(E) The parties agree that Stewart Title Company Title Company shall provide title policy and preliminary report of commitment.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 3 of 5 Pages.

BUYER's Initials (LVS) Date SELLER's Initials (MLR) Date

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RE 21 EFFECTIVE DATE AUGUST 1, 1997

BROKER'S COPY

PURCHASE & SALES AGREEMENT RE21 PAGE 4

PROPERTY ADDRESS: 317 acres M/L corner bigfoot and Rim

04: 97235

20. 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, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements. SELLER agrees to pay a maximum of \$ NA lender/appraiser required repair costs

	BUYER	SELLER	Shared Equally	Not Applicable		BUYER	SELLER	Shared Equally	Not Applicable
Appraisal Fee				NA	Title Ins. Standard Coverage Owner's Policy		X		
Closing Escrow Fee			X		Title Ins. Extended Coverage Lender's Policy	X			
Attorney Contract/Document Preparation Fee/Cost			X		Title Ins. Extended Coverage Owner's Policy				X
Loan Document Preparation				NA	Basic Inspection				X
Flood Certification Fee				NA	Septic Pumping				X
Flood Tracking Fee				NA	Survey				X
Loan Assumption Fee				NA	Well Inspection	X			
Tax Service Fee				NA	Appraiser Re-inspection Fee				X

21. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument.

22. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements or representations not expressly set forth herein shall be binding upon either party.

23. FACSIMILE TRANSMISSION: Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile transmitted signatures by signing an original document.

24. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker, provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter.

If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

25. SALES PRICE INFORMATION: The parties to this Agreement acknowledge that sales price information compiled as a result of this Agreement may be provided to the County Assessor's Office by either party or by either party's Broker.

26. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

27. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete this transaction. The closing date shall be no later than February 1, 2000.

The parties agree that the "closing agency" for this transaction shall be Inland Empire Escrow, Sue Ortiz.

If a long-term escrow / collection is involved, then the long-term escrow holder shall be NA.

28. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date NA time NA. "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. Property 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 prorated as of Closing. BUYER shall pay for fuel in tank, amount to be determined by the supplier at SELLER's expense.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 4 of 5 Pages.

BUYER's Initials LUS Date NA SELLER's Initials MC Date NA

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R.E.21 EFFECTIVE DATE AUGUST 1, 1997

3ROCKERS COPY

PURCHASE & SALES AGREEMENT REZ 10-1-95

PROPERTY ADDRESS: 317 acres corner of Bigfoot and Rim ID# 97235

29. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and/or contingencies which must be satisfied prior to closing: See Addendum #1

30. REPRESENTATION CONFIRMATION:

In this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER ("agent" or "nonagent" or "limited dual agent"):

Listing broker acted as a(n) nonagent for the BUYER.

Selling broker acted as a(n) nonagent for the BUYER.

In this transaction, the brokerage(s) involved has the following relationship(s) with the SELLER ("agent" or "nonagent" or "limited dual agent"):

Listing broker acted as a(n) _____ for the SELLER.

Selling broker acted as a(n) nonagent for the SELLER.

Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure Brochure and has elected the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE OR SHE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

31. ACCEPTANCE: BUYER's offer is made subject to the acceptance of SELLER on or before (Date) 9/01/99 and (Time) 6 PM. If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to BUYER on demand.

32. BUYER'S SIGNATURES: I/We further acknowledge receipt of a true copy of this Agreement

☒ SEE ATTACHED BUYER'S ADDENDUM(S): _____ (Specify number of BUYER addendum(s) attached.)

BUYER Signature [Signature] BUYER Signature _____

BUYER (Print Name) LARRY VANDER STELT BUYER (Print Name) _____

Date 8-28-99 Time _____ Phone # 909/735 9585 Date _____ Time _____ Phone # _____

Address 6701 HARRISON Address _____

City CORONA State CA Zip 91720 City _____ State _____ Zip _____

33. SELLER'S SIGNATURES:

On this date, I/We hereby approve and accept the transaction 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.

☐ SIGNATURE(S) SUBJECT TO COUNTER OFFER ☐ SEE ATTACHED SELLER ADDENDUM

☐ SEE ATTACHED SELLER'S RIGHT TO CONTINUE TO MARKET PREMISES ☐ SEE ATTACHED COUNTER OFFER(S)

SELLER Signature [Signature] SELLER Signature _____

SELLER (Print Name) Michael Christensen SELLER (Print Name) _____

Date _____ Time _____ Phone # _____ Date _____ Time _____ Phone # _____

Address _____ Address _____

City _____ State _____ Zip _____ City _____ State _____ Zip _____

34. BUYER'S ACKNOWLEDGMENT OF RECEIPT OF FINAL COPY BEARING ALL SIGNATURES:

A true copy of the foregoing Agreement, signed by the SELLER and containing the full and complete description of the premises, is hereby received on this _____ day of _____, 19____.

BUYER: _____ BUYER: _____

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 5 of 6 Pages.

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R.E.21 EFFECTIVE DATE AUGUST 1, 1997

BROKER'S COPY

Date 08/26/99

Addendum #1 to Purchase and Sale Agreement No. 97235

Buyer(s) Clarence Vander Steit and Sons, a California partnership or Nominee

Seller(s) Mike Christensen or Nominee

The undersigned parties hereby agree as follows:

- A. Items included in this sale ("Property") shall include all items specified in Paragraph # 7 of Purchase and Sale Agreement #97235 Dated 08/26/1999, and also, all items specified in the attached list of personal property items (Exhibit "A"), together with any and all mineral rights, and any USDA grain allotments or bases.
1. Seller makes no warranty of any item except that all shall be in operating condition at the time of closing.
 2. Buyer shall have the right to examine all personal property five days prior to closing to ascertain its presence and operating condition.
 3. Seller shall, at closing, present buyer with a Bill of Sale for all personal property items in the dollar amounts specified in the attached "List of Personal Property and Depreciable Real Property Items Included in Sale" (Exhibit "A")
 4. Buyer and Seller agree to value all listed property at the values specified in the attached list, for federal income tax purposes.
- B. Seller shall within thirty days after acceptance of this agreement, assist Buyer in obtaining a water sample from, and any pump or yield tests buyer desires on, any or all of the wells on the property. Buyer agrees to pay any costs of said tests.
- C. Seller shall allow Buyer to drill test holes as required to determine the presence of Lava Rock which would make construction infeasible.
1. Buyer agrees to pay all costs of said tests.
 2. Buyer agrees to leave the property in same condition after the tests as before.
- D. Seller agrees to provide the buyer, within 15 days from the execution of this agreement, a commitment for title insurance.
- E. This agreement is contingent until 09/30/99 on the following. Buyer shall have the right to cancel this transaction without any penalty or expense of any kind should any of the following contingencies not be satisfied by 09/30/99.

(LVS) Buyer (MC) Seller

Addendum #1 to Purchase and Sale Agreement No. 97235

Christensen/Vander Steit

1. Buyer and seller approval of Exhibits "A", "B", and "C".
 2. Buyer approval of the condition of the title according to the procedure outlined in paragraph 19 of this agreement.
 3. Buyer's obtaining a Milk marketing agreement with a milk processor for a 2500 cow dairy.
 4. Approval by the buyer of the results of the water tests specified in item # B.
 5. Approval by the buyer of the results of the rock tests specified in item # C.
 6. Buyer obtaining real estate loan and operating line of credit commitments from a bank for the construction and operation of a 2500 cow dairy on the subject property.
 7. Approval of this contract by both Buyer's and Seller's Attorneys.
 8. Agreement by Buyer and Seller on the specific provisions of a 5 year cash lease of the subject property and any additional land Buyer will purchase adjacent to the subject property. Buyer and Seller will initial the proposed lease as indication of agreement. The initialed lease will be deposited with the closing agent and signed at the closing of this transaction.
- F. This agreement is contingent until closing on the following. Buyer shall have the right to cancel this transaction without any penalty or expense of any kind should the following contingencies not be met by closing.
1. Approval by the Department of Water Resources of a transfer of water right from the irrigation well on the subject property to a commercial right appropriate for the use of a dairy.
 2. Approval by the Canyon County Commission of a conditional use permit for the construction and operation of a 2500 cow dairy and an additional 1500 cow dairy on the property.
 3. The simultaneous closing of the Buyer's purchase of the South 1/2 of section 12, and the west 1/2 of section 13, Township 1 North, Range 3 West, Boise meridian, both of which are adjacent to the subject property.
- G. Buyer and seller recognize that difficulties and time delays could arise in securing the water transfer specified in contingencies # F 1. and F.2. Accordingly, flexibility is required with respect to the closing date.
1. The closing date shall be upon receipt of the water transfer and the conditional use permit, or sooner, at the buyer's option, but no later than 2/01/2000, unless extended.
 2. Additional extensions may be required as per separate agreement between buyer and seller. Seller shall not be unreasonable in granting such extensions.

(LUS) Buyer

(MC) Seller

Addendum #1 to Purchase and Sale Agreement No. 97235

Christensen/Vander Stelt

- H. Buyer and Seller agree to execute, at closing, a document which will give the buyer right of first refusal to purchase the land and metal building currently excluded from the subject property, should seller ever wish to sell same.
- I. Seller intends to structure this transaction as an IRS Sect 1031 exchange. Buyer agrees to cooperate in signing necessary exchange documents. Seller agrees that Buyer shall have no expense or liability as a result of said exchange.
- J. The attached "List of Personal Property and Depreciable Real Property Items Included in Sale" (Exhibit "A") , Legal Description (Exhibit "B") and Snake River Basin Adjudication Disclosure" (Exhibit "C") are incorporated into and made part of this agreement.
- K. Paragraph # 4.C. (Purchase and Sale Agreement # 97235, "New loan proceeds") shall not be applicable to this agreement.
- L. Darwin Vander Stelt is related to the Buyer (first cousins).

Darwin Vander Stelt
Buyer

8-28-99
Date

Buyer

Michael Christensen
Seller

Date

9-7-99
Date

Seller

Date

(*166* / _____) Buyer (_____ / _____) Seller

SELLER'S COUNTER OFFER # 1 to Purchase and Sale Agreement No 97235 and attached Addendum # 1. Date:09/02/1999

Buyer(s) Clarence Vander Stelt and Sons, a California partnership or Nominee

Seller(s) Mike Christensen or Nominee

The undersigned parties hereby agree as follows:

Seller accepts all of the terms and conditions of the above designated agreement with the following changes or amendments:

1. The Total Purchase Price (Paragraph # 2 of the Purchase and Sale Agreement # 97235) shall be \$1,050,000.00
2. Buyer agrees to furnish Seller with 800 Gallons per minute of irrigation water from either the Hat Butte Canal or the irrigation well on the subject property during the mint distilling season. The period shall encompass no more than 50 days between July 15 and October 1. Seller agrees to pay the cost of the delivered water by November 30 of each year.
3. Expiration: This Counter Offer shall expire unless a copy hereof with Buyers' written acceptance is delivered to Seller or Seller's agent on or before 6:00 P.M. on 9/07/1999.

Michael Christensen
Seller

9-8-99
Date

Seller

Date

The undersigned Buyer accept(s) the above Counter Offer # 1
~~Signature subject to counteroffer~~ LVS

Clarence Vander Stelt
Buyer

9-8-99
Date

Buyer

Date

I/We acknowledge receipt of a true signed copy(or fax) of Buyer's acceptance

Seller _____

Seller _____

Exhibit "A"

List of Personal Property and Depreciable Real Property Items Included in Sale
Attached to and made part of Purchase and Sale Agreement No. 97235 Dated 08/21/1999
PAGE 1 of 1

Buyer(s): Clarence Vander Stelt and Sons, a California partnership or Nominee

Seller(s): Mike Christensen or Nominee

The following personal property is included in Purchase and Sale Agreement #97235,
and will be valued by both Buyer and Seller for Federal Income Tax purposes as follows:

<u>ITEM</u>	<u>Qty</u>	<u>Price/Unit</u>	<u>VALUE</u>
Irrigation well pump w/150 hp U.S. motor, base, panel, wiring, and plumbing	1	12000	\$12000
Transfer pump, 20 hp Westinghouse motor, Layne base, panel and plumbing	1	3000	3000
Transfer pump, 30 hp GE motor, base, panel, wiring, and plumbing	1	3500	3500
Wheel lines, 1/4 mile long, including motors, sprinklers, hoses, and associated fittings	5	3500	17500
Portable aluminum mainline, pressure, 5"-8" diameter, approx. 1/2 mile	1	4930	4930
Portable aluminum mainline, low pressure, approx. 1/4 mile, 5"-8" diameter	1	2465	2465
assorted siphon tubes, portable dams and other miscellaneous irrigation equipment	500		500
Total value of personal property in this transaction			\$43, 895.00

Michael Christensen
Seller

9-30-99
Date

Buyer

Date

Exhibit "B"

Legal Description of subject property, attached to and made part of Purchase and
Sale Agreement No. 97235 Dated 08/21/1999

Buyer(s): Clarence Vander Stelt and Sons, a California partnership or Nominee

Seller(s): Mike Christensen or Nominee

The land referred to in this agreement is described as follows:

The East One-half of Section 13, Township 1 North, range 3 West, Boise Meridian,
Canyon County, Idaho, excepting therefrom a parcel with the following description:

Beginning at the NE corner of Section 13, Township 1 North, range 3 West, Boise
Meridian, Canyon County, Idaho, thence 153.5 feet Southerly along the eastern
boundary of said section 13, to the true point of beginning, thence westerly 173' along
a line parallel with the Northern boundary of said section 13, thence southerly 406'
along a line parallel with the Eastern boundary of said section 13, thence East 173'
along a line parallel with the Northern boundary of said section 13, thence North 406'
along the East boundary of said section 13 to the true point of beginning.

Michael Christensen
Seller

4-30-19
Date

Seller

Date

Buyer

Date

Buyer

Date

Exhibit "C"

Snake River Basin Adjudication Disclosure

Attached to and made part of Purchase and Sale Agreement No. 97235 Dated 08/21/1999

Buyer(s): Clarence Vander Stelt and Sons, a California partnership or Nominee

Seller(s): Mike Christensen or Nominee

The Snake River Basin Adjudication

What it is: "Adjudication " means "to settle judicially." A water right adjudication is a "fair, comprehensive, technically correct and legally sufficient determination (by a court) of existing water rights." The Snake River Basin Adjudication is a judicial process mandated by the Idaho State legislature in 1987 which will result in the judicial determination of all water rights in the state of Idaho, *including those of Indian Tribes and the Federal government*. This process is currently under way in the Fifth Judicial District Court in Twin Falls, The Hon. Judge Daniel C. Hurlbutt jr. presiding.

What it does: It is a two phase process. The first phase involved a simple counting of all water rights claimed by water users in the Snake River Basin (Oregon border upstream). This is complete and it has been determined that there are approximately 119000 claims for all uses.

Phase two is the legal phase: Each holder of a water right must prove to the court that he *beneficially uses* all the water he holds rights to. If the user can't prove that, then he could lose all or part of the water right. This phase will likely go on for many years.

One result of phase 2 which has already taken place is that Judge Hurlbutt has ordered the Idaho Department of Water Resources to develop a plan to *conjunctively manage* above ground and below ground water resources. Conjunctive means "joined together", and the idea is that the IDWR is ordered to manage the resource as a whole. If senior rights are threatened by junior rights (possibly some distance away), IDWR was instructed to take action to cause the junior rights holders to remedy the situation. A plan for achieving this is being developed and it is unknown at this time what effect this will have on any particular water user. There will be winners and losers.

Disclosures:

1. Every holder of a water right in the state is currently a party to ongoing litigation, the outcome of which is uncertain. As Buyer of the subject property you will become a party to this litigation.
2. Every holder of a water right (not just in the Snake River Basin) in the state is subject to conjunctive management (explained above).
3. Buyer should seek legal counsel to determine the status of the ongoing litigation, and should discuss the situation with the Idaho Department of Water Resources.

Buyer and Seller Agree:

Agcom Real Estate and Darwin Vander Stelt, Broker, has disclosed the ongoing Snake River Basin Adjudication and potential adverse effects upon Buyer

Michael Christensen
Seller

9-20-99
Date

Seller

Date

Buyer

Date

Buyer

Date



REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

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

ID# 97236DATE 08/26/99**1. REAL ESTATE OFFICES**

Listing Agency _____

MLS Office# _____

Selling Agency Agcom Real EstateMLS Office# 1784

Listing Agent Name _____

MLS Agent # _____

Phone # (office) _____ (home) _____

Selling Agent Name Darwin Vander SteltMLS Agent # 1514Phone # (office) 465-9496 (home) _____**2. BUYER AND LEGAL DESCRIPTION: Clarence Vander Stelt and Sons, or Nominees**

Hereafter 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 640 acres Bigfoot Road City Melba County Canyon Idaho, Zip 83641 legally described as: See Exhibit "B"

3. TOTAL PURCHASE PRICE: One Million, four hundred eight thousand and no/100 DOLLARS, \$ 1,408,000.00 upon the following **TERMS AND CONDITIONS** (Not including closing costs).

4. FINANCIAL TERMS: (Note: A+C+D+E should add up to (or be equal to) total purchase price, except for 100% financing.)

\$10,000.00 **A. EARNEST MONEY:** BUYER hereby deposits Ten thousand and no/100 DOLLARS as Earnest Money

evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note due ☐ other _____

and a receipt is hereby acknowledged. 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 Darwin Vander Stelt (Broker) shall hold the completely executed Broker's copy of this Agreement. The responsible Broker shall be Darwin Vander Stelt

B. ALL CASH OFFER: ☒ YES ☐ NO If this is an all cash offer do not complete lines 26 through 47, fill blanks with N.A.

See Add. #1

C. NEW LOAN PROCEEDS: This Agreement contingent upon BUYER obtaining: ☐ FHA ☐ VA ☐ CONVEN ☐ IFHA

☐ RD ☐ OTHER _____ FIRST LOAN of \$ _____ not including mortgage

insurance, with interest not to exceed _____ % for a period of _____ year(s) at: ☐ fixed rate ☐ other _____

BUYER shall pay no more than _____ point(s) plus origination fee if any. SELLER shall pay no more

than _____ point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally.

BUYER shall apply for such loan within _____ business day(s) of SELLER's acceptance. Within _____ business days of final acceptance of all parties. BUYER agrees to furnish SELLER with a written loan commitment showing lender approval of credit report, income verification, debt ratios and subject only to satisfactory appraisal and final lender underwriting. If such written commitment is not received by SELLER within the strict time allotted, SELLER may at their option cancel this agreement by notifying BUYER in writing of such cancellation. If an appraisal is required by lender, the property must appraise at not less than purchase price or BUYER's Earnest Money may be returned at BUYER's request.

FHA / VA. If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the property described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the property of not less than the sales price as stated in the contract. BUYER shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. BUYER should satisfy himself/herself that the price and condition of the property are acceptable. It is agreed that any item included in section 7 is of nominal value less than \$100.

\$ NA

D. ADDITIONAL FINANCIAL TERMS:

☐ Additional financial terms are specified under the heading "ADDITIONAL TERMS AND CONDITIONS" (Section 3).

☐ Additional financial terms are contained in a **FINANCING ADDENDUM** of same date, attached hereto, signed by both parties.

\$1,398,000.00

E. APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at closing, in **GOOD FUNDS**, which includes: cash, electronic transfer funds, certified check or cashier's check. Any net difference between the approximate balances of the loans shown above, which are to be assumed or taken subject to, and the actual

balances of said loans at closing of escrow shall be adjusted in ☐ Cash ☐ Other: _____

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 1 of 5 Pages.

BUYER's Initials (LVS) _____

Date SELLER's Initials (DVS) _____ Date _____

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R.E.21 EFFECTIVE DATE AUGUST 1, 1997

BRICKER'S COPY

PURCHASE & SALES AGREEMENT RE21 PAGE 2

PROPERTY ADDRESS: 640 acres M/L Bigfoot Road

ID#: 97236

5. ADDITIONAL TERMS AND/OR CONDITIONS: See Addendum #1

6. OCCUPANCY: BUYER ☐ does ☒ does not intend to occupy property as BUYER'S primary residence.

7. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the property are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all attached floor coverings, attached television antennae, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built-in and "drop-in" ranges (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, all water systems, wells, springs, water, water rights, ditches and ditch rights, if any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein. The following additional items are specifically:

A. INCLUDED IN THIS SALE: See Exhibit "A"

B. EXCLUDED IN THIS SALE: NA

8. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

9. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings, which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

10. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

11. COVENANTS, CONDITIONS AND RESTRICTIONS (C.C. & R.'S): BUYER is responsible to obtain and review a copy of the C.C. & R.'s if applicable. BUYER has reviewed C.C. & R.'s: ☐ Yes ☐ No ☒ N/A

12. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, By-Laws and rules and regulations of the Association. BUYER is further aware that the Property may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☐ No ☒ N/A Association fees/dues are \$_____ per _____

13. RISK OF LOSS: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the premises be materially damaged by fire or other destructive cause prior to closing, this Agreement shall be voidable at the option of BUYER.

14. BUSINESS DAY: Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined in Idaho Code, Section 67-5302.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 2 of 3 Pages.

BUYER's Initials: LUS

Date SELLER's Initials: [Signature]

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R.E.21 EFFECTIVE DATE AUGUST 1, 1997

BROKER'S COPY

PURCHASE & SALES AGREEMENT REZ SE 3

PROPERTY ADDRESS: 640 acres M/L Bigfoot Road

ID# 37236

16. **INSPECTION:** BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within 15 business day(s) of acceptance complete these inspections and give to SELLER written notice of items disapproved of. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire property. BUYER'S acceptance of the condition of the property is a contingency of this Agreement.

BUYER chooses ☒ to have inspection; ☐ not to have inspection. If BUYER chooses not to have inspection skip lines 130 to 143.

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER does not within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures, (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

2. If BUYER does within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have 5 business day(s) in which to respond in writing.

3. If SELLER does not respond within the strict time period specified, BUYER shall have 5 business day(s) (after receipt of SELLER'S response, or after the expiration of the time for SELLER to respond, whichever occurs first) to cancel this Agreement in writing.

4. If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct. SELLER shall make the property available for all inspections. BUYER shall keep the property free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.

16. **SELLER'S PROPERTY DISCLOSURE FORM:** If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) days after execution of this Agreement provide to BUYER "SELLER'S Property Disclosure Form" or other acceptable form. BUYER has received the "SELLER'S Property

Disclosure Form" or other acceptable form prior to signing this Agreement: ☐ Yes ☐ No ☒ N/A

17. **LEAD PAINT DISCLOSURE:** The subject property ☐ is ☒ is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet. (b) Receipt of Seller's Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said property. (c) That this contract is contingent upon my right to have the property tested for lead-based paint hazards to be completed no later than _____ or the contingency will terminate. (d) That

BUYER hereby ☐ waives ☐ does not waive this right. (e) That, if test results show unacceptable amounts of lead-based paint on the premises, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing. (f) That, if the contract is canceled under this clause, BUYER'S earnest money deposit will be returned to BUYER.

18. **FINAL VERIFICATION OF CONDITION:** BUYER shall have the right to make a final inspection of the property approximately 7 day(s) prior to close of escrow, not as a contingency of the sale, but solely to confirm that: (a) repairs have been completed as agreed in writing by BUYER and SELLER, (b) SELLER has complied with SELLER'S other obligations, and (c) the property is otherwise in substantially the same condition as on the date of acceptance of the offer, unless otherwise agreed in writing.

19. TITLE INSURANCE:

(A) **TITLE COMMITMENT:** Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have 15 business day(s) from receipt of the commitment or not less than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within 5 business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B) **STANDARD COVERAGE OWNER'S POLICY:** SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER. The risk assumed by the title company in the standard coverage lender's policy is limited to matters of public record.

(C) **EXTENDED COVERAGE LENDER'S POLICY (Mortgage policy):** The lender will require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

(D) **EXTENDED COVERAGE OWNER'S POLICY:** A standard title policy does not cover certain potential problems or risks such as liens (i.e. a legal claim against premises for payment of some debt or obligation, boundary disputes, claims of easement and other matters of claims if they are not of public record at time of closing.) However, under Idaho law, such potential claims against the premises may have become legal obligations before the purchase of the home and yet may not be of public record until after the purchase. It is recommended that BUYER talk to a title company about what it offers in the way of extended coverage title policies and endorsements. This extended coverage owner's policy is for the benefit of the owner and provides similar coverage like provided by the extended coverage lender's policy.

Extended Coverage Owner's Policy requested ☐ Yes ☒ No Additional premium paid by: ☐ BUYER ☐ SELLER.

(E) The parties agree that Stewart Title Company shall provide title policy and preliminary report of commitment.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 3 of 8 Pages.

BUYER'S Initials (LUS): _____

Date SELLER'S Initials TCM 4/2/95 Date

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R.E.21 EFFECTIVE DATE AUGUST 1, 1997

3RCKERS COPY

PURCHASE & SALES AGREEMENT REZ1 PAGE 4

PROPERTY ADDRESS: 640 acres W/L Bigfoot and Rim Road

ID#: 97236

20. 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, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements. SELLER agrees to pay a maximum of \$ NA lender/appraiser required repair costs.

	BUYER	SELLER	Shared Equally	Not Applicable		BUYER	SELLER	Shared Equally	Not Applicable
Appraisal Fee				NA	Title Ins. Standard Coverage Owner's Policy			X	
Closing Escrow Fee			X		Title Ins. Extended Coverage Lender's Policy	X			
Attorney Contract/Document Preparation Fee/Cost			X		Title Ins. Extended Coverage Owner's Policy				X
Loan Document Preparation				X	Septic Inspection				X
Flood Certification Fee				X	Septic Pumping				X
Flood Tracking Fee				X	Survey				X
Loan Assumption Fee				X	Well Inspection	X			
Tax Service Fee			X		Appraisal Re-inspection Fee				X

21. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument.

22. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supercedes all prior Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements or representations not expressly set forth herein shall be binding upon either party.

23. FACSIMILE TRANSMISSION: Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile transmitted signatures by signing an original document.

24. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker, provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter.

If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

25. SALES PRICE INFORMATION: The parties to this Agreement acknowledge that sales price information compiled as a result of this Agreement may be provided to the County Assessor's Office by either party or by either party's Broker.

26. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

27. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete this transaction. The closing date shall be no later than 2/01/2000.

The parties agree that the "closing agency" for this transaction shall be Inland Empire Escrow - Sue Ortiz.

If a long-term escrow / collection is involved, then the long-term escrow holder shall be NA.

28. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date _____ time _____ "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. Property taxes and water assessments (using the last available assessment as a basis), rents, interest and royalties, liens, encumbrances or obligations assumed and utilities shall be provided as of CLOSING. BUYER shall pay for fuel in tank, amount to be determined by the supplier at SELLER's expense.

BUYER and SELLER acknowledge receipt or copy of this page, which constitutes Page 4 of 5 Pages.

BUYER's Initials: LUS Date: 1/11/99 SELLER's Initials: John H. Ortiz Date: 9/2/99

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A.E. 21 EFFECTIVE DATE AUGUST 1, 1997

BROKER'S COPY

PURCHASE & SALES AGREEMENT REZ PAGE 5

PROPERTY ADDRESS: 640 Acres Bigfoot Road

ID#: 97236

29. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and/or contingencies which must be satisfied prior to closing: see Addendum #1

30. REPRESENTATION CONFIRMATION:

In this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER ('agent' or 'nonagent' or 'limited dual agent'):

Listing broker acted as a(n) _____ for the BUYER.

Selling broker acted as a(n) nonagent for the BUYER.

In this transaction, the brokerage(s) involved has the following relationship(s) with the SELLER ('agent' or 'nonagent' or 'limited dual agent'):

Listing broker acted as a(n) _____ for the SELLER.

Selling broker acted as a(n) nonagent for the SELLER.

Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure Brochure and has elected the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE OR SHE IS A 'CUSTOMER' AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

31. ACCEPTANCE: BUYER's offer is made subject to the acceptance of SELLER on or before (Date) _____ and (Time) _____. If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to BUYER on demand.

32. BUYER'S SIGNATURES: I/We further acknowledge receipt of a true copy of this Agreement.

☒ SEE ATTACHED BUYER'S ADDENDUM(S): 1 (Specify number of BUYER addendum(s) attached.)

BUYER Signature [Signature] BUYER Signature _____

BUYER (Print Name) LARRY VANDEE STELT BUYER (Print Name) _____

Date 8-28-99 Time _____ Phone # 909-735-9585 Date _____ Time _____ Phone # _____

Address 6701 HARRISON Address _____

City CORONA State CA Zip 91726 City _____ State _____ Zip _____

33. SELLER'S SIGNATURES:

On this date, I/We hereby approve and accept the transaction 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.

☒ SIGNATURE(S) SUBJECT TO COUNTER OFFER ☐ SEE ATTACHED SELLER ADDENDUM

☐ SEE ATTACHED SELLER'S RIGHT TO CONTINUE TO MARKET PREMISES ☐ SEE ATTACHED COUNTER OFFER(S)

SELLER Signature [Signature] SELLER Signature [Signature]

SELLER (Print Name) HRIMONTIERTH SELLER (Print Name) Raly Montierth

Date _____ Time _____ Phone # _____ Date _____ Time _____ Phone # _____

Address _____ Address _____

City _____ State _____ Zip _____ City _____ State _____ Zip _____

34. BUYER'S ACKNOWLEDGMENT OF RECEIPT OF FINAL COPY BEARING ALL SIGNATURES:

A true copy of the foregoing Agreement, signed by the SELLER and containing the full and complete description of the premises, is hereby received on this _____ day of _____, 19 _____.

BUYER: _____ BUYER: _____

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 5 of 5 Pages.

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R.E.21 EFFECTIVE DATE AUGUST 1, 1997

BROKER'S COPY

Addendum #1 to Purchase and Sale Agreement No. 97236

Montierth/Vander Stelt

4. Approval of this contract by both Buyer's and Seller's Attorneys
- E. This agreement is contingent until closing on the following. Buyer shall have the right to cancel this transaction without any penalty or expense of any kind should the following contingencies not be met by closing.
1. The simultaneous closing of the Buyer's purchase of the East 1/2 of section 13, Township 1 North, Range 3 West, Boise meridian, which is adjacent to the subject property
- F. Seller intends to structure this transaction as an IRS Sect. 1031 exchange. Buyer agrees to cooperate in signing necessary exchange documents. Seller agrees that Buyer shall have no expense or liability as a result of said exchange.
- G. The attached "List of Personal Property and Depreciable Real Property Items Included in Sale" (Exhibit "A") , Legal Description (Exhibit "B") and Snake River Basin Adjudication Disclosure" (Exhibit "C") are incorporated into and made part of this agreement.
- H. Paragraph # 4.C. (Purchase and Sale Agreement # 97236, "New loan proceeds") shall not be applicable to this agreement.
- I. Darwin Vander Stelt is related to the Buyer (first cousins).

Y. V. Stelt
Buyer

8-28-99
Date

Buyer

Date

Montierth
Seller

H. R. Montierth
Seller

9/2/99
Date

9-2-99
Date

(LUS) Buyer (_____) Seller

Addendum #1 to Purchase and Sale Agreement No 97236 Date 08/27/99

Page 2 of 2

*1/8 this may have come
from Fred*

Date 08/27/99

Addendum #1 to Purchase and Sale Agreement No. 97236**Buyer(s)** Clarence Vander Stelt and Sons, a California partnership or Nominee.**Seller(s)** Ray Montierth or Nominee

The undersigned parties hereby agree as follows:

- A. Items included in this sale ("Property") shall include all items specified in Paragraph # 7 of Purchase and Sale Agreement #97236 Dated 08/26/1999, and also, all items specified in the attached list of personal property items (Exhibit "A"), together with any and all mineral rights, and any USDA grain allotments or bases.
1. Seller makes no warranty of any item except that all shall be in operating condition at the time of closing.
 2. Buyer shall have the right to examine all personal property five days prior to closing to ascertain its presence and operating condition.
 3. Seller shall, at closing, present buyer with a Bill of Sale for all personal property items in the dollar amounts specified in the attached "List of Personal Property and Depreciable Real Property Items Included in Sale" (Exhibit "A")
 4. Buyer and Seller agree to value all listed property at the values specified in the attached list, for federal income tax purposes.
- B. Seller shall within thirty days after acceptance of this agreement, assist Buyer in obtaining any pump tests buyer desires on any or all of the irrigation or domestic well pumps on the property. Buyer agrees to pay any costs of said tests.
- C. Seller agrees to provide the buyer, within 15 days from the execution of this agreement, a commitment for title insurance.
- D. This agreement is contingent until 09/30/99 on the following. Buyer shall have the right to cancel this transaction without any penalty or expense of any kind should any of the following contingencies not be satisfied by 09/30/99
1. Buyer and seller approval of Exhibits "A", "B", and "C".
 2. Buyer approval of the condition of the title according to the procedure outlined in paragraph 19 of this agreement.
 3. Buyer obtaining real estate loan and operating line of credit commitments from a bank for the construction and operation of a

9/2/99
9/2/99

SELLER'S COUNTER OFFER # 1 to Purchase and Sale Agreement No. 97236 and attached Addendum # 1. Date 09/12/1999

Buyer(s) Clarence Vander Stelt and Sons, a California partnership or Nominee

Seller(s) Ray Montierth or Nominee

The undersigned parties hereby agree as follows:

Seller accepts all of the terms and conditions of the above designated agreement with the following changes or amendments.

1. The Total Purchase Price (Paragraph # 2 of the Purchase and Sale Agreement # 97236) shall be \$1,680,000.00
2. This agreement is contingent until 10/15 on agreement by Buyer and Seller on the specific provisions of a 3 year lease of the subject property. Buyer and Seller will initial the proposed lease as indication of agreement. The initialed lease will be deposited with the closing agent and signed at the closing of this transaction.
3. Expiration: This Counter Offer shall expire unless a copy hereof with Buyers written acceptance is delivered to Seller or Seller's agent on or before 6.00 P.M on 9/15/1999.

HR Montierth
Seller

9-14-99
Date

Ray Montierth
Seller

9/14/99
Date

The undersigned Buyer accept(s) the above Counter Offer # 1

Clarence Vander Stelt
Buyer

9-13-99
Date

Buyer

Date

I/We acknowledge receipt of a true signed copy(or fax) of Buyer's acceptance

Seller HR Montierth Seller Ray Montierth

Exhibit "A"

**List of Personal Property and Depreciable Real Property Items Included in Sale
Attached to and made part of Purchase and Sale Agreement No. 97235 Dated 08/21/1999
PAGE 1 of 1**

Buyer(s): Clarence Vander Stelt and Sons, a California partnership or Nominee

Seller(s): Ray Montleith or Nominee

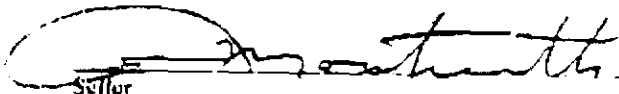
The following personal property is included in Purchase and Sale Agreement #97235:

ITEM

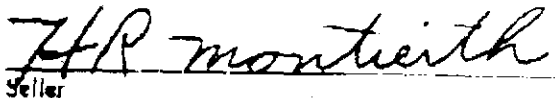
Irrigation pressure pump w/75 hp motor, base,
panel, wiring, and plumbing

Irrigation pressure pump w/125 hp G.E. motor
base, panel, wiring, and plumbing

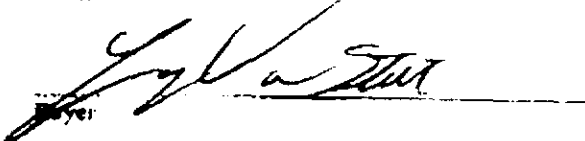
Vermont Valley Reinger dragline irrigation
systems, 1/4 mile long, including generators
motors, draglines hoses, and associated
fittings


Seller

10/1/99
Date


Seller

10-1-99
Date


Buyer

10-1-99
Date

12-03-1995 10:13AM FROM

Exhibit "B"**Legal Description of subject property, attached to and made part of Purchase and
Sale Agreement No. 97235 Dated 08/21/1999****Buyer(s):** Clarence Vander Stelt and Sons, a California partnership or Nominee**Seller(s):** Ray Motterth or Nominee

The land referred to in this agreement is described as follows

Parcel I:The West One-half of Section 13, Township 1 North, Range 3 West, Boise Meridian,
Canyon County, Idaho.**Parcel II:**The South One-half of Section 12, Township 1 North, Range 3 West, Boise Meridian,
Canyon County, Idaho.

Seller

Date

Seller

Date

Buyer

Date

Buyer

Date

Exhibit "C"

Snake River Basin Adjudication Disclosure

Attached to and made part of Purchase and Sale Agreement No. 97235 Dated 08/21/1999

Buyer(s): Clarence Vander Stelt and Sons, a California partnership or Nominee

Seller(s): Ray Motiath or Nominee

The Snake River Basin Adjudication

What it is: "Adjudication" means "to settle judicially." A water right adjudication is a "fair, comprehensive, technically correct and legally sufficient determination (by a court) of existing water rights." The Snake River Basin Adjudication is a judicial process mandated by the Idaho State legislature in 1987 which will result in the judicial determination of all water rights in the state of Idaho, including those of Indian Tribes and the Federal government. This process is currently under way in the Fifth Judicial District Court in Twin Falls. The Hon. Judge Daniel C. Hurbutt Jr. presiding.

What it does: It is a two phase process. The first phase involved a simple counting of all water rights claimed by water users in the Snake River Basin (Oregon border upstream). This is complete and it has been determined that there are approximately 119000 claims for all uses.

Phase two is the legal phase: Each holder of a water right must prove to the court that he beneficially uses all the water he holds rights to. If the user can't prove that, then he could lose all or part of the water right. This phase will likely go on for many years.

One result of phase 2 which has already taken place is that Judge Hurbutt has ordered the Idaho Department of Water Resources to develop a plan to conjunctively manage above ground and below ground water resources. Conjunctive means "joined together", and the idea is that the IDWR is ordered to manage the resource as a whole. If senior rights are threatened by junior rights (possibly some distance away), IDWR was instructed to take action to cause the junior rights holders to remedy the situation. A plan for achieving this is being developed and it is unknown at this time what effect this will have on any particular water user. There will be winners and losers.

Disclosures:

1. Every holder of a water right in the state is currently a party to ongoing litigation, the outcome of which is uncertain. As Buyer of the subject property you will become a party to this litigation.
2. Every holder of a water right (not just in the Snake River Basin) in the state is subject to conjunctive management (explained above).
3. Buyer should seek legal counsel to determine the status of the ongoing litigation, and should discuss the situation with the Idaho Department of Water Resources.

Buyer and Seller Agree:

Agom Real Estate and Derwin Vander Stelt, Broker, has disclosed the ongoing Snake River Basin Adjudication and potential adverse effects upon Buyer.

[Signature]
 Seller
[Signature]
 Seller
[Signature]
 Buyer
 Buyer

10/1/99
 Date
10-1-99
 Date
10-1-99
 Date
 Date

EXHIBIT - B -

Date 11/11/99

Verification of pending Purchase and Sale Agreement No. 97235

Buyer(s) Clarence Vander Stelt and Sons, a California partnership or Nominee.

Seller(s) Mike Christensen or Nominee

The undersigned hereby verifies that the Purchase and Sale agreement specified above (No. 97235) exists and is a valid contract for sale, contingent upon seller obtaining a change in the nature of use of a groundwater right.

Michael Christensen
Seller

11-12-99
Date

() Buyer () Seller

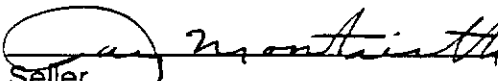
734-2348

Verification of pending Purchase and Sale Agreement No. 97236

Buyer(s) Clarence Vander Stelt and Sons, a California partnership or Nominee.

Seller(s) Herb Montierth and Ray Montierth or Nominee

The undersigned parties hereby verifies that the Purchase and Sale agreement specified above (No. 97236) exists and is a valid contract for sale, contingent upon seller obtaining a change in the nature of use of a groundwater right


Seller

12/7/99
Date

Seller

Date

ATTACHMENT E2

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE
STATE OF IDAHO

IN THE MATTER OF APPLICATION)
FOR TRANSFER OF WATER RIGHT) NOTICE OF PREHEARING
NOS. 63-03142 AND 63-07083) CONFERENCE
(TRANSFER NO. 5598) IN THE NAME)
OF MICHAEL CHRISTENSEN.)
_____)

On October 13, 1999, Michael Christensen filed with the Department of Water Resources (Department) an application for transfer of water rights. The application was protested by Lee Halper.

The Department has set the contested case for a prehearing conference to be held on **Wednesday, February 9, 2000, at 10:00 a.m. at the Idaho Department of Water Resources, Western Region, 2735 Airport Way, Boise, Idaho 83705.** The conference will be held in accordance with provisions of Chapters 2 and 17, Title 42, and Chapter 52, Title 67, of the Idaho Code, the adopted Rules of Practice of the Department of Water Resources, and Rules 40 and 45 of the adopted Rules and Regulations of Water Appropriation of the Department of Water Resources.

The prehearing conference will be conducted in a facility which satisfies the accessibility requirements of the Americans with Disabilities Act. If you require special accommodations in order to attend, participate in or understand the conference, please advise the department within (10) days prior to the conference.

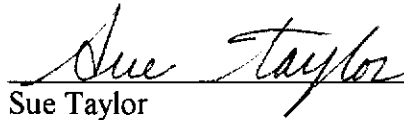
Dated this 8th day of December, 1999.



Gary Spackman

CERTIFICATE OF MAILING

I hereby certify that on the 29th day of December, 1999, I mailed a true and correct copy, postage prepaid, of this Notice of Prehearing Conference to the applicant(s) and protestant(s) listed:

A handwritten signature in cursive script, reading "Sue Taylor", is written over a horizontal line.

Sue Taylor
Senior Secretary

MICHAEL CHRISTENSEN
8725 BIGFOOT RD
MELBA ID 83641

LEE HALPER
331 S 230 W
JEROME ID 83338

DARWIN VANDERSTELT
16931 STAR RD
NAMPA ID 83687

CONFERENCE AND HEARING PROCEDURE

APPLICATION FOR TRANSFER

Section 42-222, Idaho Code, requires the department to consider the following issues in connection with an application for transfer:

- 1) Will the proposed appropriation injure other water rights?
- 2) Will the proposed transfer constitute an enlargement in use of the original right?
- 3) Is the proposed transfer in the local public interest, where local public interest is defined as the affairs of the people in the area directly affected by the proposed use?
- 4) Is the proposed use contrary to conservation of water resources within the state of Idaho?

BURDEN OF PROOF

The applicant has the initial burden of proof of issues 1, 2 and 4 above and must provide evidence for the department to evaluate these criteria.

The initial burden of proof on issue 3 above lies with both the applicant and protestant as to factors which they are most knowledgeable and cognizant. The applicant has the ultimate burden of persuasion, however, for this issue.

PROCEDURE

The department generally conducts an informal conference with the parties to determine the issues and to try to settle a protested matter before a hearing is scheduled. If a hearing is held, the department will issue a written decision based on the hearing record.

CONFERENCE

The purpose of a prehearing conference is to provide the opportunity for the parties and the department to familiarize themselves with a contested matter and to attempt to resolve the matter. At the conference, the department may also formulate and simplify the issues, identify documents to avoid unnecessary proof, exchange proposed exhibits or prepared testimony, limit witnesses, discuss settlement offers, schedule hearings, establish procedure at hearings and address other matters that may expedite orderly conduct and disposition of the proceeding or its settlement.

HEARING

The department will tape record the hearing. Copies of a hearing tape are available upon written request and the payment of the cost of reproducing the tape.

The hearing likely will be conducted by a hearing officer appointed by the Director rather than the Director himself. If so, the hearing officer will prepare a recommended order for the Director's consideration. Parties can file exceptions to a recommended order, briefs in support of the exceptions or may request oral argument. Parties may seek judicial review of any final order issued by the Director.

Parties may, by written stipulation, waive their right to a recommended order, particularly when a shortened decision process is desirable or necessary. Such a waiver does not eliminate any rights of the parties in connection with the final order of the Director and judicial review of the order.

EXHIBITS

A party who plans to offer an exhibit as part of the hearing record must provide a copy of the proposed exhibit to the parties and to the hearing officer prior to any scheduled hearing.

AMERICANS WITH DISABILITIES ACT

Any hearing scheduled will be conducted in a facility which meets the accessibility requirements of the Americans with Disabilities Act. If you require special accommodations in order to attend, participate in or understand the hearing please advise the department within ten (10) days prior to the hearing.



State of Idaho
DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

December 10, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

MICHAEL CHRISTENSEN
8725 BIGFOOT RD
MELBA ID 83641

Re: Application for Transfer of Water Right Nos. 63-03142 and 63-07083

Dear Applicant:

Enclosed please find a copy of the protest(s) filed against the above-referenced application for transfer. You should be aware that the following are the criteria we consider when either approving or denying an application for transfer:

1. Will other water rights be injured by the transfer?
2. Will the change constitute an enlargement in the use of the original right?
3. Will the proposed change conflict with the local public interest?
4. Will the proposed use be contrary to conservation of water resources within the state of Idaho?

The department suggests you contact the applicant(s) directly in an effort to determine what is proposed by the application and to attempt to resolve the protest.

If this office has not been advised within twenty (20) days that the protest has been resolved, the matter will be scheduled for conference. At the conference, the department will review possibilities for resolution of the protest. If the matter cannot be resolved at that time, a formal hearing will be arranged for a future date.

If we may be assistance, please contact us.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Gary Spackman'.

Gary Spackman

GS:st

Enclosure



State of Idaho
DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

December 10, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

LEE HALPER
331 S 230 W
JEROME ID 83338

Re: Application for Transfer of Permit Nos. 63-03142 and 63-07083 in the Name of Michael Christensen (Transfer No. 5598)

Dear Protestant:

This office acknowledges receipt of your protest to the issuance of a permit pursuant to the above referenced application.

The following are the criteria the department must consider in either approving or denying an application for permit (Section 42-203A, Idaho Code):

1. Will the proposed use reduce the quantity of water under existing water rights?
2. Is the proposed water supply insufficient for the purposes intended?
3. Is the application made in good faith or for delay or speculative purposes?
4. Has the applicant sufficient financial resources with which to complete the project?
5. Will the proposed use under this permit conflict with the local public interest?
6. Will the proposed use be contrary to conservation of water resources within the state of Idaho?

The department suggests you contact the applicant(s) directly in an effort to determine what is proposed by the application and to attempt to resolve the protest. Direct, sincere conversation between the parties prior to initiation of formal proceedings can often resolve a protest.

This office will shortly schedule a conference if the matter is not resolved informally. At the conference, the department will review possibilities for resolution of the protest. If the matter cannot be resolved at that time, a formal hearing will be arranged for a future date.

If this office can be of further assistance, please contact us.

Sincerely,


Gary Spackman

GS:st

Encl. Copy of Application

RECEIVED

DEC 10 1999

IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF PROTEST

DEC 13 1999

WATER RESOURCES
WESTERN REGION

1. Matter being protested TRANSFER # 5598
Christensen 63-03142, 7083, 00147C & D

2. Protestant/Representative: Lee Halper 331 S 230 W
Jerome, ID. 83338 208-324-2240

3. Basis of protest: Protestant requires proof of IC 42-222 issues
and states that the transfer is not in the public interest.
Additionally, there are questions as to the legality of the historic
use, beneficial use and possibly forfeiture issues.

4. A withdrawal of this transfer or modification thereof and other
conditions placed upon this transfer could resolve this protest.

I hereby acknowledge that if I or my designated representative fails
to appear at any regularly scheduled conference or hearing in the
matter of which I have been notified at the address above, the
Department may issue a notice of proposed default against me in
this matter for failure to appear. I also verify that I have served a
copy of this protest upon the applicant.

Signed this 6th day of December, 1999.

Lee Halper
Protestant

RECEIVED

DEC 06 1999

Department of Water Resources
Southern Region

FOR DEPARTMENT USE ONLY

Received by JP Date 12-6-99 Time 3:48 PM

\$25.00 fee Receipted by JP # 5022700 Date 12-6-99

IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF PROTEST

RECEIVED
DEC 08 1999
WATER RESOURCES
WESTERN REGION

1. Matter being protested TRANSFER # 5598
Christensen 63-03142, 7083, 00147C & D

2. Protestant/Representative: Lee Halper 331 S 230 W
Jerome, ID. 83338 208-324-2240

3. Basis of protest: Protestant requires proof of IC 42-222 issues
and states that the transfer is not in the public interest.
Additionally, there are questions as to the legality of the historic
use, beneficial use and possibly forfeiture issues.

4. A withdrawal of this transfer or modification thereof and other
conditions placed upon this transfer could resolve this protest.

I hereby acknowledge that if I or my designated representative fails
to appear at any regularly scheduled conference or hearing in the
matter of which I have been notified at the address above, the
Department may issue a notice of proposed default against me in
this matter for failure to appear. I also verify that I have served a
copy of this protest upon the applicant.

Signed this 6th day of December, 1999.

Lee Halper
Protestant

RECEIVED

DEC 06 1999

Department of Water Resources
Southern Region

FOR DEPARTMENT USE ONLY

Received by JP Date 12-6-99 Time 3:48 pm

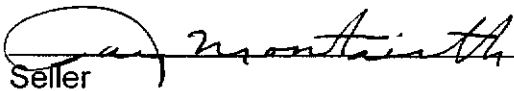
\$25.00 fee Receipted by JP # 5022700 Date 12-6-99

Verification of pending Purchase and Sale Agreement No. 97236

Buyer(s) Clarence Vander Stelt and Sons, a California partnership or Nominee.

Seller(s) Herb Montierth and Ray Montierth or Nominee

The undersigned parties hereby verifies that the Purchase and Sale agreement specified above (No. 97236) exists and is a valid contract for sale, contingent upon seller obtaining a change in the nature of use of a groundwater right


Seller

12/7/99
Date

Seller

Date

9722506

PN 44149

WARRANTY DEED (CORPORATE FORM)

CLEMENTS FARMS, INC., a corporation organized and existing under the laws of the State of Idaho, with its principal office at NAMPA of County of CANYON grantor, hereby CONVEYS or GRANTS and WARRANTS TO

HERBERT R. MONTIERTH, a married man as his sole and separate property as to an undivided 13% interest, HERBERT R. MONTIERTH, a married man AND THE ESTATE OF DARLENE R. MONTIERTH ALSO KNOWN AS GOLDA D. MONTIERTH, DECEASED as to an undivided 37% interest, EDWARD RAY MONTIERTH AND SUSAN L. MONTIERTH, husband and wife as to an undivided 50% interest grantee

for the sum of --TEN AND OTHER GOOD AND VALUABLE CONSIDERATION DOLLARS, the following described tract(s) of land in CANYON County, State of Idaho:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE: §29
SUBJECT TO GENERAL EXCEPTIONS AND SPECIAL EXCEPTIONS 1-23 IN TITLE INSURANCE POLICY ORDER #PN44149

Location of above described property BIG FOOT RD, MELBA

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this July 7, 1997.

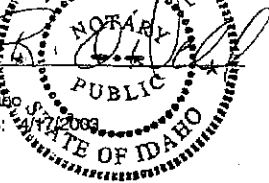
CLEMENTS FARMS, INC.

BY Maurice L. Clements
ITS PRESIDENT

STATE OF IDAHO
COUNTY OF CANYON

On this 7th day of July, 1997, before me, a notary public, appeared MAURICE L. CLEMENTS who being duly sworn did say, that he/she, the said MAURICE L. CLEMENTS is the president of CLEMENTS FARMS, INC., a corporation, and that the within and foregoing instrument was signed on behalf of said corporation by authority of a resolution of its board of directors and said MAURICE L. CLEMENTS duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Edna R. Smith
Notary Public
Residing in Nampa, Idaho
My commission expires: 8/7/2003



PN44149

EXHIBIT "A"

PARCEL I

The South Half of Section 12, Township 1 North, Range 3 West, Boise Meridian, Canyon County, Idaho; EXCEPTING THEREFROM the Westerly 28 feet for road right of way.

PARCEL II

The West Half of Section 13, Township 1 North, Range 3 West of the Boise Meridian, Canyon County, Idaho.

9722506

RECORDED

97 JUL 11 PM 4 56

NED J KERR

CANYON CNTY RECORDER

BY

U. C. Kerr

REQUEST PIONEER — NAMPRA

TYPE *Deed* FEE *6.00*

MEMORANDUM

TO: FILE

FROM: lg ☺ 4

DATE: 11/8/1999

RE: CHRISTENSEN TRANSFER, RIGHTS 63-03142 & 63-07083

The transfer proposes to retire 98 acres from irrigation and add a well for Clarence Vander Stelt's new 4000 cow dairy ~7 miles South of Lake Lowell just West of Rim Road.

DOCUMENTS AND APPLICATION PREPARATION

- A. Dairy Water Requirement Worksheet
- B1-6. Crop History 1997-1999
- C1-4. Ground Water Use Records 1997-1998
- D. Surface Water Use Records 1994-1998
- E1-2 Ownership Documentation

CURRENT RECORDS & PROPOSED CHANGE

Volume was not specified on license 63-03142 but can be assumed at 4.5 afa because licensed flow rate of 2.63 cfs x 246 dys x 1.9835 = 1283.2 afa is greater than 240 licensed acres x 4.5 = 1080 afa.

The SRBA claims reflected the licenses with the addition of a ppu and the ownership changed to applicant's name.

According to claim A63-03142, the ground water has been used to supplement surface water since 3/15/1963. The surface water use was claimed in the SRBA, (A02-10030), for Snake River water delivered via Hat Butt Mutual Canal Co. Delivery records from 1994-1998 have been submitted per Attachment D.

The Allen/Brockway and Agrimet reports were used to determine that on the average, 2.52 afa/acre of water had been historically consumed by the crops grown on the proposed dairy site. Based on the dairy worksheet (Attachment A), the dairy operation will require 247 afa. At a consumption rate of 2.52 afa/acre, 98 acres will need to be retired from irrigation.

Since ground water supplements surface water at the proposed dairy site, 1997 and 1998 power records were used to determine the extent of ground water production from the well (Attachment C1-4). These records indicated that at least 128 acres could have been

irrigated with only ground water at 1"/acre or 4.5 afa during the 1997 and 1998 irrigation seasons, which exceeds the 98 acres required for the dairy operation.

The dairy facilities will be located in the NE S13 and the dairy waste water will be land applied in S13 and the S1/2 S12. Michael Christensen currently owns the E1/2 of S13 and Herb Montierth owns the rest. Vanderstelt Dairy will purchase the property contingent on the approval of this transfer (see attachment E1-2).

RECOMMENDATIONS

Applicant listed .80 cfs for irrigation on Part 1B for water right 63-03142 which should be .67 cfs. The 2.76 cfs system capacity had been used in the calculations rather than the 2.63 cfs licensed amount. Volume amounts were also omitted water right 63-03142. Part 1B should be described as follows:

63-03142	1/7/1959	.67 cfs/639 afa	Irrigation	3/15-11/15
		1.96cfs/247 afa	Commercial	1/1-12/31
63-07083	4/11/1968	1.4 cfs/540 afa	Irrigation	3/15-11/15

Total amount of water being transferred 2.76 cfs (system Capacity) and/or 1426 afa.

Other than Part 1B, I feel sufficient information has been provided by the applicant to warrant approval of this transfer.

MICROFILMED

APR 25 2001

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 5596**

Notice is hereby given that **MICHAEL CHRISTENSEN** of 8725 Bigfoot Rd, Melba, ID 83641 had applied to the Department of Water Resources to change the Nature, Period, and Place of Use and add a Point of Diversion pursuant to I.C. § 42-222 for the following ground water irrigation licenses in T1N R3W S13, Canyon County:

63-03142, priority 1/7/1959, 2.63 cfs, 240 acres.

63-07083, priority 4/11/1968, 2.4 cfs, 120 acres.

Both rights are served by the same well in the NENE and irrigate 360 total acres in S13.

PROPOSED CHANGE

Retire 98 acres from irrigation and use the water from those acres for Vander Stelt's new dairy in the NENE S13, located 7 miles South of Lake Lowell, just West of Rim Road. A proposed well will supply 3400 milking cows and 600 dry stock. Waste water from the dairy will be land applied to the remaining acres. New uses will be described as a total of 1.96 cfs/247 af commercial and stock water to be used year around.

Any protest against the approval of the proposed change must be filed with the Department of Water Resources, Western Region, 2735 Airport Way Boise, ID 83705-5082, together with a protest fee of \$25 on or before December 6, 1999. The applicant must also send a copy of the protest to the applicant.

KARL J. DREHER, Director

November 18, 25, 1999

9947

RECEIVED

NOV 29 1999

**WATER RESOURCES
WESTERN REGION**

MICROFILMED

APR 26 2001

AFFIDAVIT OF PUBLICATION

STATE OF IDAHO)
) SS.
County of Canyon)

Carolyn Roberson
of Nampa, Canyon County, Idaho, being first duly
sworn, deposes and says:

1. That I am a citizen of the United States, and at all times
hereinafter mentioned was over the age of eighteen years, and
not a party to the above entitled action.

2. That I am the Principal Clerk of the Idaho Press-Tribune, a
daily newspaper published in the City of Nampa and Caldwell,
in the County of Canyon, State of Idaho; that the said
newspaper is in general circulation in the said County of
Canyon, and in the vicinity of Nampa and Caldwell, and has
been uninterruptedly published in said County during a period of
seventy-eight consecutive weeks prior to the first publication of
the notice, a copy of which is hereto attached.

3. That the notice, of which the annexed is a printed copy, was
published in said newspaper two times in the regular and entire
issue of said paper, and was printed in the newspaper proper,
and not in a supplement.

4. That said notice was published the following dates:
November 18 and 25, 1999

Carolyn Roberson

STATE OF IDAHO)
)
County of Canyon)

On this 25th day of November in the
year of 1999 before me a Notary Public, personally appeared.
Carolyn Roberson, known or identified to me to be the person
whose name subscribed to the within instrument, and being
by me first duly sworn, declared that the statements therein
are true, and acknowledge to me that she executed the same.

Jeanne Lusk
Notary Public for Idaho
Residing at Nampa

MY COMMISSION EXPIRES
JUNE 21ST, 2003

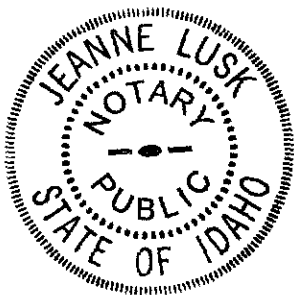
MICROFILMED

APR 26 2001

RECEIVED

NOV 29 1999

WATER RESOURCES
WESTERN REGION



AJ0749NP
No. A63-07083

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 11/08/99
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	MICHAEL CHRISTENSEN 8725 BIGFOOT MELBA ID 83641 (208) 495-2857	04/11/1968	IRRIGATION	03-15 11-15	2.400 CFS	540.00 AFA
					TOTAL DIVERSION:	2.400 CFS
					CONSUMPTIVE USE:	540.00 AFA 420.00 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion: T01N R03W S13

NENENE

CANYON County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE							
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM		
01N	03W	13	:	40		40		40		40		40		40		39	:	319.0	
																	TOTAL ACRES	:	319.0

POU County: CANYON

Other Rights: N/A

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
A63-03142

Other Water Rights Listing Overlapping Place(s) of Use:
A02-10030 A63-03142

Conditions of Approval:

- 016 - See remarks for additional conditions of approval.
- R32 - This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.5 afa per acre for irrigation of the lands above.

Remarks: GEN THIS RT. WHEN COMBINED WITH RT. 63-3142 SHALL NOT EXCEED 2.76 CFS THIS RT. IS NOT USED AS ORIGINALLY LICENSED. IT IS USED AS SUPPLEMENTAL WATER TO A BENEFICIAL USE RIGHT FROM THE SNAKE RIVER FOR THE ENTIRE EAST HALF OF SEC. 13, T01N,R03W, AND HAS BEEN USED IN THAT MANNER IN CONJUNCTION WITH A63-03142, AS CLAIMED, NOT TO EXCEED THE 2.76 CFS WHEN USED WITH THAT RIGHT.
*CHANGE OF OWNERSHIP COMPLETED BY L.R.W. ON 12/16/93.

Dates: Exam Made Date: Verified Date: 12/16/1993 Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

MICROFILMED

APR 26 2000

AJ0749NP
No. A63-03142

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 11/08/99
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	MICHAEL CHRISTENSEN 8725 BIGFOOT MELBA ID 83641 (208) 495-2857	01/07/1959	IRRIGATION	03-15 11-15	2.630 CFS	
					TOTAL DIVERSION: CONSUMPTIVE USE:	2.630 CFS 840.00 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion:

T01N R03W S13

NENENE

CANYON County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE						
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM	
01N	03W	13	:	40		40		40		40						40		40		39	:	279.0
																				TOTAL ACRES	:	279.0

POU County: CANYON

Non-Irrigation Uses: N/A

Other Rights: BENEFICIAL USE RIGHT FROM SNAKE RIVER.

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
A63-07083

Other Water Rights Listing Overlapping Place(s) of Use:
A02-10030 A63-07083

Remarks: GEN THIS RT.WHEN COMBINED WITH RT.A63-07083 SHALL NOT EXCEED 2.76 CFS
THIS RT. IS NOT USED AS ORIGINALLY LICENSED AND IS USED IN COMB-
INATION WITH A63-07083 AS SUPPLEMENTAL WATER TO A BENEFICIAL USE
RIGHT FROM THE SNAKE RIVER ON THE ENTIRE EAST HALF OF SEC. 13,
T01N,R03W, AND HAS BEEN USED IN THAT MANNER SINCE THE START OF
THE IRRIGATION SEASON, MAR.15,1963.
*CHANGE OF OWNERSHIP COMPLETED BY L.R.W. ON 12/16/93.

Dates: Exam Made Date: Verified Date: 12/16/1993 Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

MICROFILMED

APR 26 2001

AJ0749NP
No. A02-10030

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 11/09/99
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	MICHAEL CHRISTENSEN 8725 BIGFOOT MELBA ID 83641 (208) 495-2857	03/15/1963	IRRIGATION	03-15 11-15	3.200 CFS	
					TOTAL DIVERSION: CONSUMPTIVE USE:	3.200 CFS 1116.50 AFA

Water Source: SNAKE RIVER

Tributary to: COLUMBIA RIVER

Stage: BENEFICIAL USE

Point(s) of Diversion:

T01N R03W S36

SWSWNE

CANYON County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE						
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM	
01N	03W	13	:	40		40		40		40						40		40		40	39	319.0
																				TOTAL ACRES	319.0	

POU County: CANYON

Non-Irrigation Uses: N/A

Other Rights: A63-07083, A63-03142

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):

A02-00104 A02-02175E A02-02177 A02-02184 A02-02191A A02-02193 A02-02280 A02-02368 A02-02422 A02-07011
A02-07081 A02-10029 A02-10055 A02-10059 A63-03593

Other Water Rights Listing Overlapping Place(s) of Use:

A63-03142 A63-07083

Remarks: GEN THIS RT. IS CLAIMED AS A BENEFICIAL USE RIGHT FROM THE SNAKE RIVER WHICH HAS BEEN USED IN THE MANNER DESCRIBED SINCE THE START OF THE 1963 IRRIGATION SEASON, BUT WHICH WAS SOMEHOW INADVERTANTLY OVERLOOKED WHEN EARLIER APPLICATIONS FOR PERMITS WERE FILED AND LICENSED. THE RIGHT IS USED IN CONJUNCTION WITH GROUND WATER RIGHTS A63-07083 AND A63-03142 TO PROVIDE APPROX. 1 INCH PER ACRE ON THE ENTIRE EAST HALF OF SEC. 13, T01N, R03W.
*CHANGE OF OWNERSHIP COMPLETED BY L.R.W. ON 12/16/93.

Dates: Exam Made Date: Verified Date: 12/16/1993 Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

MICROFILMED
APR 25 2001



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190

FAX (208) 334-2348

November 10, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

PRESS-TRIBUNE
PO BOX 9399
NAMPA ID 83652

Dear Legal Dept.:

Enclosed you will find a legal notice which we wish to have published in your newspaper on the dates indicated. If you cannot publish the notice on the proposed dates, please contact us immediately.

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

Please send the affidavits of publication and publication billing to this office before **DECEMBER 6, 1999.**

Sincerely,

A handwritten signature in cursive script, appearing to read 'Sue'.

Sue Taylor
Senior Secretary

Enc.

MICROFILMED
SEP 25 2001

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 5598**

Notice is given that **MICHAEL CHRISTENSEN** of 8725 Bigfoot Rd, Melba ID 83641 has applied to the Department of Water Resources to change the Nature, Period, and Place of Use and add a Point of Diversion pursuant to I.C. § 42-222 for the following ground water irrigation licenses in T1N R3W S13, Canyon County:

63-03142, priority 1/7/1959, 2.63 cfs, 240 acres.

63-07083, priority 4/11/1968, 2.4 cfs, 120 acres.

Both rights are served by the same well in the NENE and irrigate 360 total acres in S13.

PROPOSED CHANGE

Retire 98 acres from irrigation and use the water from those acres for Vander Stelt's new dairy in the NENE S13, located 7 miles South of Lake Lowell, just West of Rim Road. A proposed well will supply 3400 milking cows and 600 dry stock. Waste water from the dairy will be land applied to the remaining acres. New uses will be described as a total of 1.96 cfs/247 af commercial and stockwater to be used year around.

Any protest against the approval of the proposed change must be filed with the Department of Water Resources, Western Region, 2735 Airport Way, Boise, ID 83705-5082, together with a protest fee of \$25 on or before December 6, 1999. The applicant must also send a copy of the protest to the applicant.

Karl J. Dreher, Director

Published in the Press Tribune on November 18 and 25, 1999.

MICROFILMED

APR 25 2001

Date 11/11/99

Verification of pending Purchase and Sale Agreement No. 97235

Buyer(s) Clarence Vander Stelt and Sons, a California partnership or Nominee.

Seller(s) Mike Christensen or Nominee

The undersigned hereby verifies that the Purchase and Sale agreement specified above (No. 97235) exists and is a valid contract for sale, contingent upon seller obtaining a change in the nature of use of a groundwater right.

Michael Christensen
Seller

11-12-99
Date

MICROFILMED
SEP 26 2001

() Buyer () Seller

734-2348

ATTACHMENT E1

5517

WARRANTY DEED COMPANY
(CORPORATE FORM)

CLEMENTS FARMS, INC., a corporation organized and existing under the laws of the State of Idaho, with its principal office at NAMPA of County of CANYON grantor, hereby CONVEYS or GRANTS and WARRANTS TO MICHAEL CHRISTENSEN and JILL CHRISTENSEN, husband and wife, grantee of 8725 BIGFOOT RD., MELBA, ID 83641 for the sum of --TEN AND OTHER GOOD AND VALUABLE CONSIDERATION DOLLARS, the following described tract(s) of land in CANYON County, State of Idaho:

X The East One-Half of Section 13, Township 1 North, Range 3 West, Boise Meridian, Canyon County, Idaho. X

Location of above described property

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this December 8, 1992

CLEMENTS FARMS, INC.

BY

ITS AUTHORIZED SIGNATURE

STATE OF IDAHO

COUNTY OF CANYON

On this 8th day of December, 1992, before me, a notary public appeared MAURICE L CLEMENTS and who being by me duly sworn did say, each for him/herself, that he/she, the said MAURICE L CLEMENTS is the authorized signature of CLEMENTS FARMS, INC., a corporation, and that the within and foregoing instrument was signed on behalf of said corporation by authority of a resolution of its board of directors, and said MAURICE L CLEMENTS did duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Notary Public

Residing at NAMPA, Idaho

My commission expires: 3-9-94

RECORDED
PIONEER - NAMPA
BY C. Kirt 44

92 DEC 8 PM 12 29

RECORDED

9227656

9227656

PIONEER TITLE COMPANY
OF CANYON COUNTY

MICROFILMED

100 10TH AVE SOUTH
NAMPA, IDAHO 83651

423 SOUTH KIMBALL
CALDWELL ID 83605

APR 26 2001

November 9, 1970

DRY LAKE FARMS, INCORPORATED
Nampa, Idaho
83651

Re: Permit #63-7083
License #63-4132

63-3142

Gentlemen:

On May 1, 1970, the department conducted a field examination in connection with beneficial use submitted under Permit #63-7083. At the time proof was submitted, the only ground that could be irrigated under this permit, was T. 1 N, R. 3 W, B.M., Section 12, the SE $\frac{1}{4}$ and the E $\frac{1}{2}$ SW $\frac{1}{4}$, 240 acres. When evidence of beneficial use was submitted, the permit holder claimed that he was irrigating the entire S $\frac{1}{2}$ of Section 12, 320 acres. Our examiner failed to find any beneficial use upon the area in Section 13, or the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12. If our findings are correct, there are two choices open to the department at this time.

#1 to cancell permit #63-7083, for failure to apply the water to a beneficial use

#2 to amend permit #63-7083 to irrigate 240 acres in Section 13

As you may be aware, Idaho is under a mandatory permit system for ground water. Therefore, the only authority to use ground water, is that covered by a valid permit or license. At present, you have a license to irrigate 240 acres in Section 13. We are enclosing a copy of Water License #63-4132, which will verify the lands you can irrigate. The water under your license can only be used for the grounds covered by the license. Therefore, you have no authority to irrigate grounds other than those covered by your permit.

Our examiners informed us that the entire Section 13, is being irrigated in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said section. Therefore, with consideration to License #63-4132 and an amendment to 63-7083, the maximum area that could be irrigated in Section 13, would be 480 acres. If you are indeed requiring 640 acres in Section 13, then you must file a new permit or take the additional ground out of production. We will be glad to assist you in any manner possible.

Very truly yours,

Donald W. McEldowney
Appropriation Supervisor

DWM:cm

Enc: amendment form & application for permit form, with instructions

63 3142

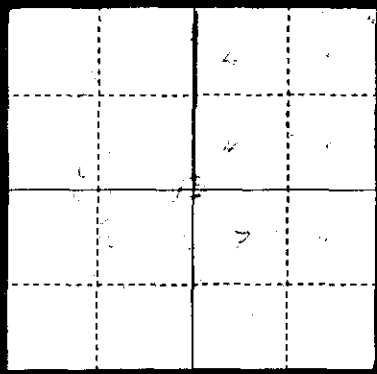
Answered
11-16-70

NAME OF APPLICANT.....

Form No. 0

63-4132 = 2.63 a.s

12



83-2144

January 5, 1968

C
O
P
Y

R. H. Young
Schiller, Young & Williams
Attorneys at Law
P. O. Box 21
1202 1st Street South
Nampa, Idaho 83651

Dear Mr. Young:

Thank you for your letter of December 21, 1967. We also appreciate the chance to talk with you in person on this matter.

As you have requested, we are enclosing a copy of the field examination conducted on Permit No. 27684. We hope this will assist you in filing for additional water for the land in question. We are also enclosing a copy of cancelled Permit No. 31656. Our earlier transmittal supplied you with adequate forms for re-filing.

Our research of the records of the Department of Reclamation, concerning the lands listed in your December 23, 1967 letter, indicate that part of the grounds in question are covered by Water License #13302 and 15806 and Permit No. 20072, copies of which are enclosed.

We hope that the information supplied will be adequate. Please contact us if we may be of further assistance.

Very truly yours,

Donald W. McEldowney
Water Rights Clerk

DWM:ks

Enclosure: Partially completed application
Copies of Permit No. 31656 and 20072
Licenses 13302
Copy of Exam Report

27684

SCHILLER, YOUNG & WILLIAMS
ATTORNEYS AT LAW
P.O. BOX 21
1202 1ST STREET SOUTH
NAMP, IDAHO 83651

JAMES E. SCHILLER
R. H. (BILL) YOUNG
ROGER L. WILLIAMS

December 21, 1967

RECEIVED

TELEPHONE 466-7808
AREA CODE 208

DEC 22 1967

Department of Reclamation

State Department of Reclamation
State Capitol Building
Boise, Idaho

Attention: Jack A. Barnett
Deputy State Reclamation Engineer

Dear Jack:

Let me take this means of expressing to you my thanks for your sending to me a supply of applications for permit, together with claim forms, which were received yesterday.

✓ It is my understanding that with regard to Permit No. G-27684 which has been licensed for 2.63 second feet and stands in the name of Dry Lake Farms, that Mr. Clements may like to make an additional application and claim.

That with regard to Permit No. 31656, which stands in the name of John F. Alsip, III and which has now been cancelled, that Mr. Clements would very definitely like to resubmit an application on this location for .8 cubic feet per second.

In addition, Mr. Clements has asked that I contact the Department to determine what applications and/or licenses, if any, have been applied for and approved by the Department on the following described properties, most of which Mr. Clements purchased from Rex Jensen, of Melba, to-wit:

The E $\frac{1}{2}$ of the NW $\frac{1}{4}$ and all of the NE $\frac{1}{4}$ in Sec. 35, Twp. 1 N., R. 3 W., Canyon County, Idaho;

Also, the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Sec. 11, 1 N 3 W, Canyon County, Idaho;

The SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ in Sec. 27, 1 N 3 W, Canyon County;

The S $\frac{1}{2}$ of the NW $\frac{1}{4}$, the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, all of the SW $\frac{1}{4}$ and the E $\frac{1}{2}$ of the SE $\frac{1}{4}$, together with the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, in Sec. 26, 1 N 3 W, Canyon County.

20072 ✓
13302 ✓
15806 ✓

27684

State Department of Reclamation
December 21, 1967
Page 2

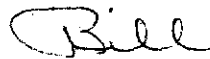
All of the above property except 80 acres was purchased from Rex Jensen, of Melba. The 80 acres in question is the SE¼ of the NW¼ and the SW¼ of the NE¼ in Section 26, which Mr. Clements purchased from a Miss Grace Sellers.

I would greatly appreciate it if you would check into these matters and let me know if previous filings have been made on any or all of the above, and if so, by whom, the date of said filing, and the current status of the application and/or permit.

I certainly appreciate your help and assistance on our various problems, and want to take this opportunity to wish you and yours a joyous holiday season and a prosperous New Year.

Sincerely yours,

SCHILLER, YOUNG & WILLIAMS



R. H. Young

RHY:rm

May 13, 1964

RE: Permit No. G-27684

M. L. Clements, President
Dry Lake Farms, Inc.
Rt 1
Nampa, Idaho

Dear Mr. Clements:

Enclosed are the Certificate of Completion of Works and License
and Certificate of Water Right on the above numbered permit.

Also enclosed is departmental receipt No. G-9693 in the amount
of \$19.00 covering the fees for the certificates.

Very truly yours,

CARL E. TAPPAN
State Reclamation Engineer
By

(Mrs.) Edna P. Rule
Chief Clerk

EPR:mr

Enc. license
certificate
receipt

State of Idaho
DEPARTMENT OF RECLAMATION

Boise, Idaho

May 6, 1964

Re: Permit No. G-27684

M. L. Clements, President
Dry Lake Farms, Inc.,
Rt 1
Nampa, Idaho
Dear Mr. Clements:

Our field engineer's report on his inspection of proof of completion of works and application of water to beneficial use under the terms of Permit No. G-27684 shows the well is (are) capable of conveying 131.5 miner's inches, or 2.63 c.f.s. of water for the irrigation of 250 acres.

Upon receipt of the statutory fees, totaling \$ 19.00 , which consists of a Completion of Works fee of \$ ----- and License and Certificate of Water Right fee of \$ ----- based at the rate of \$2.00 for each 40-acre subdivision - we will issue the Certificate of Completion of Works and the License and Certificate of Water Right confirming the right, with priority of January 7, 1959 to the use of 2.63 second feet of subterranean water with the point of diversion in the NE1/4, Sec. 13 for irrigation of 240 acres in the NE1/4, N3/4SE1/4, SE1/4SE1/4, Sec. 13, T. 1 N., R. 3 W., B.M.

Very truly yours,

CARL E. TAPPAN
State Reclamation Engineer
By

(Mrs.) Edna P. Rule
Chief Clerk

EPR:mr

Department of Reclamation

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

Permit No. G-27684

This proof is for Completion of Works & Beneficial Use In Water District No. _____

1. Name of applicant Dry Lake Farms, Inc.,

2. Source of water supply: Subterranean

3. Location of point of diversion: Is in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ & NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 13

T. 1 N R. 3 W.B.M. County of Canyon

4. Describe works as they exist, giving dimensions and capacities of same: 150 HP US
Hollo shaft Motor #1308709, Layne-Bowler Pump #26275 (1570 GPM
@ 375 @ 1770 RPM) 10" discharge into a 15'x75'x6' settling pond
to open ditch Sump Pump 10 HP GE Motor #5578315, Berkeley Pump #626285
8'x6" = 6" outlet into portable aluminum main line.
Temp. 68°F

5. Water is used for: Irrigation

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

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

NE $\frac{1}{4}$ Sec. 13., Twp. 1 N., Rge. 3 W.B.M.

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

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

Remarks: Mr. Maurice Clements along

(only one well drilled)

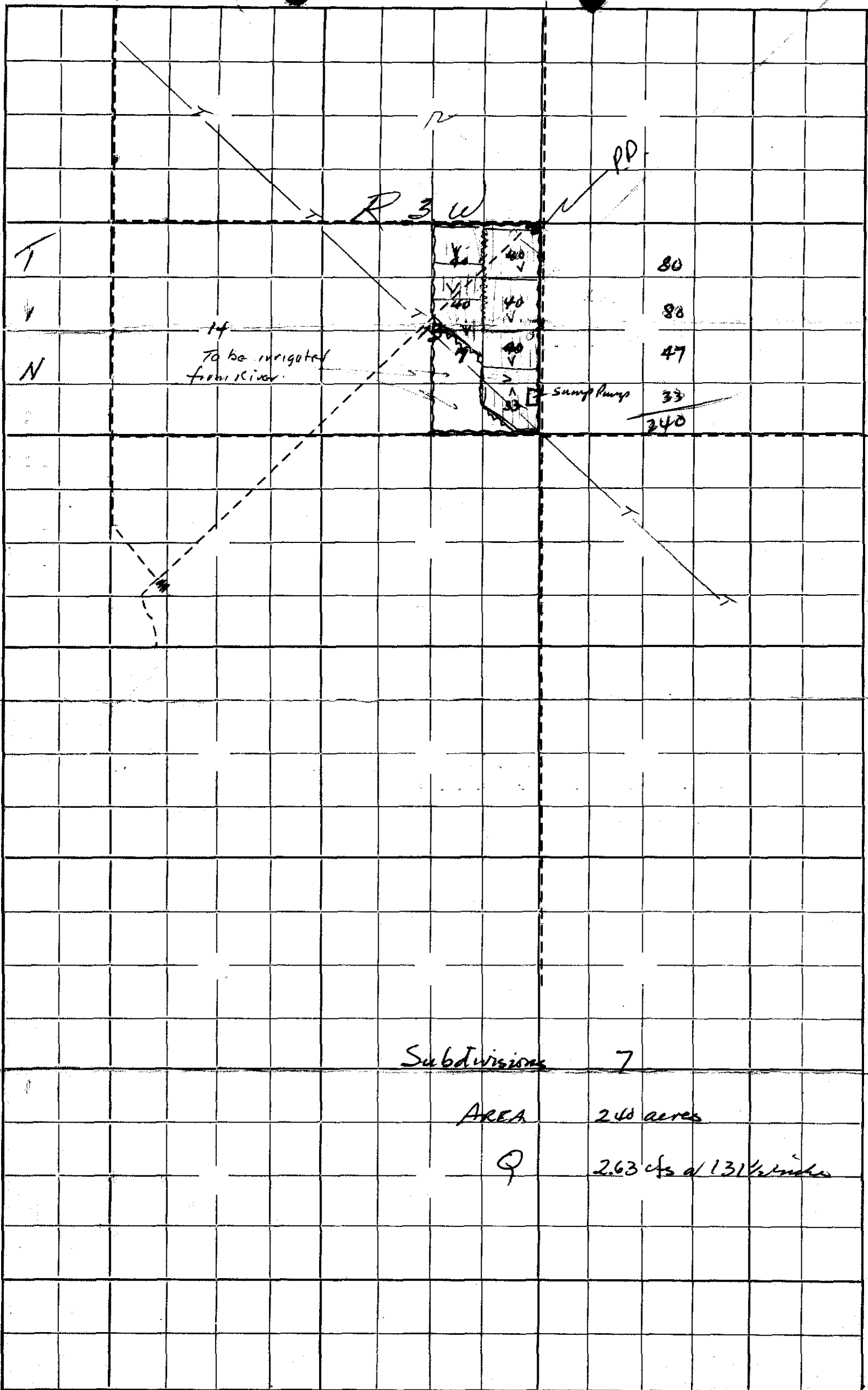
Measured by Sparling Meter. 5 Rev. 3 min 07 sec = 263 cfs

This examination was made on the 5th day of May, 1964.

(Signed) Larry Johnson

Examiner.

27684



Scale: 2 Inches Equals 1 Mile. Draw Map In Ink.

97684

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE

REPORT OF ENGINEER

PERMIT NO. G-27684

REPORT ON PROOF OF Completion of Works & Beneficial Use

M. G. Clements, President, Dry Lake Farms, Inc.,
Rt. #1, Nampa, Idaho

1M April 1962

April 16, 1964

Re: Permit NO. ~~0-27684~~

M. L. Clements, President
Dry Lake Farms, Inc.,
Route #1
Nampa, Idaho

Dear Mr. Clements:

We acknowledge receipt of the depositions of holder and two witnesses, also affidavit of publication in the IDAHO FREE PRESS, all submitted in proof of completion of works and beneficial use on Permit No. ~~0-27684~~.

Before final action is taken in the matter, the law requires that a field examination be made by an engineer from this department.

We cannot tell just when this examination will be made, but our field engineer will try and contact you at the time he makes the examination so that arrangements may be made to show him over the grounds.

Very truly yours,

GEO. N. CARTER
State Reclamation Engineer

By:

(Mrs.) Edna P. Rule
Chief Clerk

cc: ^{EPR:} James E. Schiller
Attorney at Law
P. O. Box 21
Nampa, Idaho

27684

APR 16 1964

Department of Reclamation

Permit No. G-27684

* * * *

DEPOSITION OF HOLDER

Clements, Route 1, Nampa, Idaho, occupation, farmer, p.o. address, same.

Dry Lake Farms, Inc., principal place of business, Nampa, Idaho. I am
the president of said corporation.

Ques. 4. State source of water supply: Underground.

Give location of point of diversion, showing subdivision, section, township and range:
NE corner NE¹/₄NE¹/₄ Sec. 13, Twp. 1 N., R. 3 W.B.M., Canyon County, Idaho.

Ques. 5. Describe your works of diversion: Well; 150 HP pump.

_____ ; state amount of water they are capable of conveying from point of diversion to place of use 6.4 cfps ; Give name of canal or ditch _____

or other works by which water is conducted to such place of use: no name; private

ditch; if a well, state depth of well app. 620'; depth and size of cas-
16" gravel packed

ing: approx. 620'; 520' 20" & 300' / depth to water 207; if pump is used,

state discharge of pump: 6.4cfps ; tell how it was measured or determined: by pipe

pressure & discharge; if sprinkler irrigation, give number and size of nozzles and

operating pressure: gravity

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

If for irrigation, name each subdivision in which used and number of acres in each subdivision that have actually been irrigated with said water : E¹/₂ Sec. 13, Twp. 1 N.R. 3 W.B.M., Canyon County, Idaho. 320 acres.

State nature of all improvements which have been made as a direct result of said use:

Dry land has been reclaimed and is in production.

27/04

Ques. 6-a: If this is a ground water permit, give name and address of person that drilled the well: A. E. Hosack & Son. 707 6th Ave. So., Nampa, Idaho

Ques. 7. If for other than irrigation purposes, state purpose and how used:

Water from this well is also used for domestic purposes.

Ques. 8. What is the minimum amount of water required for the purpose specified above:

Approx. 1/20 of the output is used for a homes use.

Ques. 9. If you are not the person or representative of the corporation to whom above mentioned permit was originally issued, please state how ownership was acquired by present holder:

Assignment to Dry Lake Farms, Inc., dated February 16, 1964.

Ques. 10. State when and in what amount the water diverted under above mentioned permit has been first used: first used March 1959 Time used since first use:

domestic.

Used continuously since 1959 during irrigation season and year round for/

Ques. 11. Describe all other water rights appurtenant to same place of use:

Supplemental water from Snake River.

DRY LAKE FARMS, INC.

BY

(sign)

M. L. Clement
Its Vice-President

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

Nampa, County of Canyon

State of Idaho, on this 8th day of April, A.D. 1964.

James E. J. J. J.
Notary Public for Idaho
Residence: Nampa, Idaho

My Commission expires: 11-16-65

RECEIVED
JAN 10 1963

STATE OF IDAHO
DEPARTMENT OF RECLAMATION

Department of Reclamation

BOISE, IDAHO

Permit No. G-27684

PROOF OF APPLICATION OF WATER TO BENEFICIAL USE

Deposition of Alfred Cearley

DEPOSITION OF WITNESS

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

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

Alfred Cearley, age 52, Route 5, Nampa, farm laborer.

Ques. 2. Are you acquainted with M. L. Clements, Vice-Lake Farms, Inc.,
President of Dry/, the holder of
Permit No. G-27684 ? How long have you known him and where does he reside:

Since 1958. Route 1, Nampa, Idaho.

Ques. 3. Have you read or heard said Permit No. G-27684 read, and are you familiar
with its provisions and conditions: Yes: X No: _____

Ques. 4. State source of water supply: Underground

State place of diversion: NE corner NE 1/4 Sec. 13, Twp. 1 N., R. 3 W.B.M.,
Canyon County, Idaho

Describe works for conveying water to place of use: irrigation ditch

Ques. 5. How many second feet of water do you estimate said works will safely conduct
to place of use: 6.4 cfps How much water have you seen being so
conveyed: 6.4 cfps

Ques. 6. If for irrigation, show number of acres irrigated in each subdivision, giving
full legal description:
320 acres. E 1/2 Sec. 13, Twp. 1 N., R. 3 W.B.M., Canyon County, Idaho.

Ques. 7. If for power or other purposes than irrigation, state how water has been used:

Domestic purposes.

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

Dry Land. 6.4 cfps of water.

Ques. 9. Have you any interest in the works, water or lands above mentioned? If so, in what way and to what extent: None

Ques. 10. When did you first see this water used: March, 1959.

Other times you have seen such use: Every irrigation season since 1959.

(Signed)

W. F. C. C. C.

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

 , County of Canyon, State of Idaho, on this 8th day of April,

A. D., 1964.

James E. Schell
Notary Public for State of Idaho

Residing: Nampa, Idaho

My commission expires: 11-16-65

RECEIVED
APR 16 1964

STATE OF IDAHO
DEPARTMENT OF RECLAMATION

Department of Reclamation

BOISE, IDAHO

Permit No. G-27684

PROOF OF APPLICATION OF WATER TO BENEFICIAL USE

and Completion of Works

DEPOSITION OF WITNESS

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

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

Elmer H. Tiegs, age 54; Route 2, Nampa, Idaho; Farmer, po add, same.

Ques. 2. Are you acquainted with M. L. Clements, Vice- Farms, Inc. Pres. Dry Lake/, the holder of Permit No. G-27684 ? How long have you known him and where does he reside:

20 years. Route 1, Nampa, Idaho.

Ques. 3. Have you read or heard said Permit No. G-27684 read, and are you familiar with its provisions and conditions: Yes: Yes No:

Ques. 4. State source of water supply: Underground

State place of diversion: NE corner NE~~NE~~ Sec. 13, Twp. 1 N., R. 3 W.B.M., Canyon County, Idaho

Describe works for conveying water to place of use: irrigation ditch.

Ques. 5. How many second feet of water do you estimate said works will safely conduct to place of use: 6.4 cfps How much water have you seen being so conveyed: 6.4 cfps

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

320 acres. E $\frac{1}{2}$ Sec. 13, Twp. 1 N., R. 3 W.B.M., Canyon County, Idaho.

Ques. 7. If for power or other purposes than irrigation, state how water has been used:

Domestic purposes.

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

Dry land. 6.4 cfps of water.

Ques. 9. Have you any interest in the works, water or lands above mentioned? If so, in what way and to what extent: None

Ques. 10. When did you first see this water used: March, 1959.

Other times you have seen such use: Every irrigation season since 1959.

(Signed)

Elmer H. Torg

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

 , County of Canyon, State of Idaho, on this 8th day of April,
A. D., 1962. #.

E. J. J. J.
Notary Public for State of Idaho

Residing: Nampa, Idaho

My commission expires: 11-16-65.

AFFIDAVIT OF PUBLICATION

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

Notice is hereby given that at 10 A. M. on the 8th day of April, 1964, at Nampa, County of Canyon, State of Idaho, before James E. Schiller, Notary Public at 1222 2nd St., Nampa, Idaho, proof will be submitted of the completion of works for the diversion of 6.4 cubic feet per second of underground water from a well, and of the application to beneficial use of said water in accordance with the terms and conditions of Permit No. Q-27664, heretofore issued by the Department of Reclamation of the State of Idaho.

1. The name and postoffice address of the person or corporation holding said permit is Dry Lake Farms, Inc., a corporation, Rt. No. 1, Nampa, Idaho.

2. Said works of diversion will be fully completed on the date set for said completion, and the amount of water which said works are capable of conveying to the place of use is 6.4 cubic feet per second.

3. The use to which said water has been applied is irrigation purposes, and the amount applied to beneficial use is 6.4 cubic feet per second.

4. The point of diversion of said water is the NW corner of the NW 1/4 of Sec. 13, Twp. 1 N., R. 3 W. B.M., Canyon County, Idaho.

5. The place where said water is used is E 1/4 of Sec. 13, Twp. 1 N., R. 3 W. B.M., Canyon County, Idaho.

6. The date of priority which said water is prepared to establish is January 1, 1964.

James E. Schiller
Notary Public
March 14, 21, 28; April 4, 1964.

STATE OF IDAHO,)
County of Canyon.) ss.

Jeanne Bruner
of Nampa, Canyon County, Idaho, being first duly sworn, deposes and says:

1. That I am a citizen of the United States of America, and at all times hereinafter mentioned was over the age of twenty-one years, and not a party to the above entitled action.

2. That I am the Principal Clerk of the Idaho Free Press, a daily, (except Sunday) newspaper published in the City of Nampa, in the County of Canyon, State of Idaho; that the said newspaper is in general circulation in the said County of Canyon, and in the vicinity of Nampa, and has been uninterruptedly published in said County during a period of seventy-eight consecutive weeks prior to the first publication of the notice, a copy of which is hereto attached.

3. That the notice, of which the annexed is a printed copy, was published in said newspaper

Four times in the regular and entire issue of said paper, and was printed in the newspaper proper, and not in a supplement.

4. That said notice was published the following dates:

March 14, 21; April 4, 1964

Subscribed and sworn to before me this

4th day of April, 1964

Notary Public, Residing at Nampa, Idaho.

MY COMMISSION EXPIRES JUNE 23, 1967

SCHILLER & YOUNG

ATTORNEYS AT LAW

P. O. BOX 21

1202 1ST STREET SOUTH

NAMPA, IDAHO

JAMES E. SCHILLER
R. H. (BILL) YOUNG
ROGER L. WILLIAMS, ASSOCIATE

April 13, 1964

TELEPHONE 466-7809

RECEIVED

Department of Reclamation

Department of Reclamation
Statehouse
Boise, Idaho

Att'n: Edna P. Rule
Chief Clerk

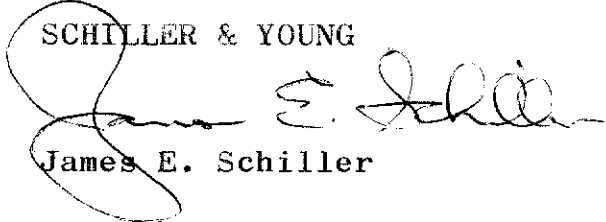
RE: Permit No. G-27684

Gentlemen:

Enclosed you will find Affidavit of Publication, Affidavit of Holder and two witnesses, all in connection with the above numbered permit.

Sincerely yours,

SCHILLER & YOUNG


James E. Schiller

JES:jmr

Encl.

27684

March 10, 1964

Re: Permit No. G-27684
DRY LAKES FARMS, Inc.

Schiller & Young
Attorneys at Law
Nampa, Idaho

Attn: James E. Schiller

Dear Mr. Schiller:

Enclosed is the Assignment of the above numbered permit from M. O. Clements to the Dry Lakes Farms, Inc., which has been recorded in this office.

Also enclosed is departmental receipt No. G-8594 in the amount of \$0.50 covering fees.

Very truly yours,

CARL E. TAPPAN
State Reclamation Engineer

By:

(Mrs.) Edna P. Rule
Chief Clerk

EPR:ew

Enc. assignment
receipt

27684

RECORDED
MAR 9 1964

Information

A S S I G N M E N T

For value received, I hereby assign all of my right, title and interest in and to Permit to appropriate the Public Waters of the State of Idaho, No. G-27684 to Dry Lake Farms, Inc., a corporation of the State of Idaho.

* Dated February 16, 1951.

M. O. Clements
Permit Holder

Jetta I. Clements
Wife of Permit Holder

STATE OF IDAHO)
 : ss
County of Canyon)

On this day of February, 1964, before me, a Notary Public for the State of Idaho, residing at Nampa, Idaho personally appeared M. O. CLEMENTS and JETTA I. CLEMENTS, husband and wife, are known to me to be the person S whose name S ~~is~~ subscribed to the within instrument and duly acknowledged to me that t he y executed the same.

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

Easa Myers
Notary Public for Idaho
Residing at Nampa, Idaho

My commission expires: 1-29-67.

* If fractional part of permit is to be assigned, the fractional part of the land to which the assigned fraction is appurtenant should be described by legal subdivisions

AR

27684

SCHILLER & YOUNG

ATTORNEYS AT LAW

P. O. BOX 21

1202 1ST STREET SOUTH
NAMPA, IDAHO

MAR 9 1964

JAMES E. SCHILLER
R. H. (BILL) YOUNG
ROGER L. WILLIAMS, ASSOCIATE

March 6, 1964

RECEIVED TELEPHONE 466-7809

Department of Reclamation
Statehouse
Boise, Idaho

Att'n: Edna Rule
Chief Clerk

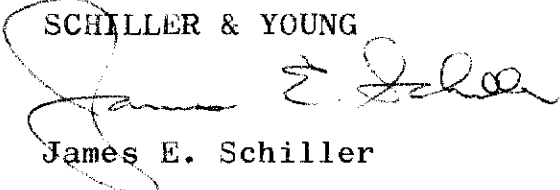
Dear Mrs. Rule:

Enclosed is the Assignment of Permit No. G-27684 from M.O. Clements and wife to Dry Lake Farms, Inc., a corporation, to conform with the Notice, etc., previously forwarded to you. Our check for \$.50 for fee is also enclosed.

This coming Saturday, March 14 would be the first possible publication date, therefore could we change the date of the hearing to April 8, 1964? If this is suitable, would you let us know?

Sincerely yours,

SCHILLER & YOUNG


James E. Schiller

JES:jmr

Encl.

27684

Re: Permit No. G-27684,
Dry Lake Farms, Inc.

March 9, 1964

Mr. James E. Schiller,
Attorney at Law,
P.O. Box 21,
Nampa, Idaho.

Dear Mr. Schiller:

This acknowledges the Notice of Proof of Completion of Works and Application of Water to Beneficial Use under Permit No. G-27684, in the name of Dry Lake Farms, Inc.. Final Proof is to be made before you, as Notary on the 8th day of April, 1964, at 10:00 o'clock A.M., at 1202 2nd St. South, Nampa, Idaho.

As of this date, we have mailed the Notice to the Idaho Free Press, Nampa, Idaho, with instructions to publish it once a week for four consecutive weeks prior to the date set for final proof and then mail the Affidavit of Publication and statement of costs to you.

It is important that the enclosed depositions be executed by the permit holder and two disinterested witnesses who are familiar with the terms of the permit and the work done hereunder, at the time, on the date and before you, as Notary, as stated in the publication notice. It is very important and necessary that each question be answered in detail.

In returning the depositions to this office, be sure that all copies have been signed, that your Notary's seal has been placed on each and that all depositions, (holder and two witnesses) are being returned. Also be sure to enclose the AFFIDAVIT OF PUBLICATION.

Very truly yours,

CARL E. TAPPAN
State Reclamation Engineer
By

(MRS.) EDNA P. RULE
Chief Clerk

Encl.
EPR:pmk
cc: Applicant

27684

Re: Permit No. G-27684

Date: March 9, 1964

Idaho Free Press,
Nampa, Idaho.

Gentlemen:

Enclosed you will find Notice for Publication, once a week for four consecutive weeks prior to April 8, 1964 the date set for proof; the expense of the publication is to be paid by the applicant 's attorney, James E. Schiller of P.O.Box 21, Nampa, Idaho to whom you should furnish proof of publication on or prior to the date set for proof.

Please acknowledge receipt of this notice and furnish this office with a copy or tear sheet of the first publication. **

Very truly yours,

Carl E. Tappan
CARL E. TAPPAN
State Reclamation Engineer

** If the first copy is not received in this office for checking purposes and errors appear in subsequent issues, it is possible that re-publication of corrected copy will be at your own expense

27684

INSTRUCTIONS TO DELIVERING EMPLOYEE



Deliver **ONLY** to
addressee



Show address where
delivered

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*

Mrs M O Clements

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

2-24-64

SHOW WHERE DELIVERED *(only if requested)*

CBS-16-715

GPO

776 011

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID
PAYMENT OF POSTAGE, \$300

4- PRAMP FEB 24 PM 1964 IDAHO	27684 <i>made</i> PRAY FOR PEACE	DELIVERING OFFICE
---	--	--------------------------

INSTRUCTIONS: Fill in items below and complete instructions on other side, if applicable. Moisten gummed ends, attach and hold firmly to back of article. Print on front of article RETURN RECEIPT REQUESTED.

**RETURN
TO**

REGISTERED NO.	NAME OF SENDER State Department of Reclamation
CERTIFIED NO. 19946	STREET AND NO. OR P. O. BOX Room 107 Statehouse
INSURED NO.	CITY, ZONE AND STATE Boise, Idaho

CSB-16-71548-5-F

27684

POD Form 3811 Apr. 1962

FEB 25 1964

10/1/63

NOTICE OF PROOF OF COMPLETION OF WORKS

Department of Reclamation

and
APPLICATION OF WATER TO BENEFICIAL USE

Notice is hereby given that at 10 A. M., on the ^{8TH}~~2nd~~ day of April 1964, at Nampa, County of Canyon, State of Idaho, before James E. Schiller, Notary Public, at (address) 1202 2nd St. South, Nampa, Idaho, proof will be submitted of the completion of works for the diversion of 6.4 cubic feet per second of underground water from a well, and of the application to beneficial use of said water, in accordance with the terms and conditions of Permit No. G-27684, heretofore issued by the Department of Reclamation of the State of Idaho.

1. The name and postoffice address of the person or corporation holding said permit is Dry Lake Farms, Inc., a corporation
2. Said works of diversion will be fully completed on the date set for such completion, and the amount of water which said works are capable of conveying to the place of use is 6.4 cubic feet per second.
3. The use to which said water has been applied is irrigation, purposes, and the amount applied to beneficial use is 6.4 cubic feet per second.
4. The point of diversion of said water is in the NE corner of the NE¼ of the NE¼ of Sec. 13, Twp. 1 N., R. 3 W.B.M., Canyon County, Idaho.
5. The place where said water is used is E½ of Sec. 13, Twp. 1 N., R. 3 W.B.M., Canyon County, Idaho.
6. The date of priority which said user is prepared to establish is January 7, 1959.

CARL E. TAPPAN

State Reclamation Engineer

27684

NOTICE TO ACCOMPANY THIS LETTER MUST BE MADE IN DUPLICATE

(Date) February 24, 1964.

(P. O.) Nampa, Idaho

TO THE STATE RECLAMATION ENGINEER:

Boise, Idaho

Dear Sir:

You are hereby authorized to have the attached notice published at my expense in the

Idaho Free Press of Nampa, Idaho published in

the county in which the works are situated.

DRY LAKE FARMS, INC.

By

M. O. Clements
President

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

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

Engineer.

SCHILLER & YOUNG

ATTORNEYS AT LAW

P. O. BOX 21

1202 1ST STREET SOUTH

NAMPA, IDAHO

JAMES E. SCHILLER
R. M. (BILL) YOUNG
ROGER L. WILLIAMS, ASSOCIATE

February 24, 1964

TELEPHONE 466-7809

Department of Reclamation
Statehouse
Boise, Idaho

Att'n: Edna Rule
Chief Clerk

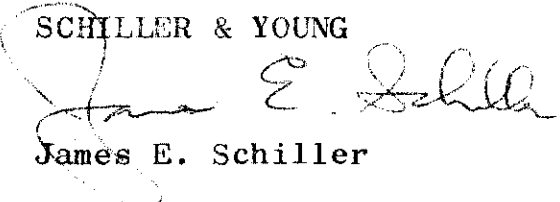
Dear Mrs. Rule:

Enclosed you will find Notice of Proof of Completion of Works and Application of Water to Beneficial Use in regard to Permit No. G-27684, in the name of Dry Lake Farms, Inc. This is the Notice my office called and talked to you about on Friday, February 21.

We certainly appreciate your cooperation in this matter.

Sincerely yours,

SCHILLER & YOUNG


James E. Schiller

JES:jmr

Encl.

10/1/63

STATE OF IDAHO
DEPARTMENT OF RECLAMATION

Boise, Idaho

Re: Permit No. G- 27684 February 21, 19 64

To M.O. Clements
Route # 1
Nampa, Idaho

It appearing to the State Reclamation Engineer that the terms and conditions of Permit No. G- 27684 to appropriate the Public Waters of the State of Idaho, have not been complied with as to _____

Proof of Completion of Works and Beneficial

YOU ARE HEREBY notified in compliance with Sec. 42-234, Idaho Code that said Permit No. G- 27684 is hereby held for cancellation.

YOU ARE HEREBY required to show cause before the State Reclamation Engineer on or before sixty days from date of this notice why said Permit should not be cancelled.

SAID PERMIT NO. G- 27684 claims the use of 6.4 cubic feet per second of the Subterranean Waters of a Well with point of diversion located: NE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec 13 T 1N R 3 W

and was approved January 9, 1959

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of my office, at Boise, Idaho, the 21 day of February 21, 19 64.

Carl E. Tappan

State Reclamation Engineer

27684

STATE OF IDAHO

DEPARTMENT OF RECLAMATION

Boise, Idaho

Nov. 1, 1963

Re: Permit No. G-27684

M. O. Clements
Route #1
Nampa, Idaho

Dear Mr. Clements:

The date for proofs of Completion of Works and Application of water to beneficial use, as set out under terms of Permit No. G- 27684 are due not later than Jan. 9, 1964

Before these proofs can be made, the statutory requirement is that a notice of your intention of proof be published once a week for four consecutive weeks in a newspaper within the county in which the land is located. In completing the Notice of proof for publication, the information should be taken from your Permit, including any amendments made in connection with a change of point of diversion or land list, which has been recorded in this department. If changes have been made and no amendments are on record, we advise you request a form for this purpose before your Notice is published.

We enclose Form 36, in duplicate, which is to be filled out and returned to this department at least FORTY (40) DAYS BEFORE THE MENTIONED DATE, (allowing for four weeks publication). Please give the name of the town, the address of the place where the depositions will be executed, and, the name of the notary public before whom you will appear to make the depositions of proof (this may be at any place convenient for you and your two witnesses), the quantity of water filed; for what purpose it is used; the point, or points, of diversion; and the location of use or the lands which are irrigated -- all by legal land description.

Enclosed also is Form 11, which is the authorization for us to have the notice published in the designated county newspaper at your expense. This is to be returned with two Forms 36.

At the time we send the notice to the newspaper we will send to you the forms for the depositions of holder and two disinterested witnesses. It is important that the depositions be executed at the time, on the date set, at the place named, and before the notary public, as advertised in the publication notice.

Very truly yours,

CARL E. TAPPAN

State Reclamation Engineer

Enclosures 36 - 11
Attorney General's ruling

September 5, 1963

Mr. Roy N. Gipson
County Supervisor
Farmers Home Administration
715 Albany
Caldwell, Idaho

Dear Mr. Gipson:

Enclosed please find a photo copy of your letter of Sept. 4. You will note that we have changed the permit number to G-27684, which is the number of Mr. M. O. Clements' permit as recorded in this office.

If this change coincides with your records, no further correspondence is necessary.

This letter is to assure us that we are both corresponding about the same permit holder's records.

Very truly yours,

CARL E. TAPPAN
State Reclamation Engineer

By:

H. PETRI
State Water Rights Clerk

HP:vj

encl. photo copy

27684

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

715 Albany
Caldwell, Idaho

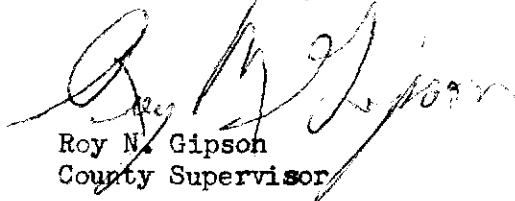
September 4, 1963

State of Idaho
State Reclamation Engineer
Capitol Building
Boise, Idaho

Gentlemen:

This is to inform you that the Farmers Home Administration no longer has an interest in Permit No. G-27864 filed by M. O. Clements for his 320 acres of land south of Nampa, Any reference to our interest should be removed from your records. Thank you for your help in serving Mr. Clements.

Sincerely yours,


Roy N. Gipson
County Supervisor



77104

September 26, 1960

RE: Permit No. G-27864
N. O. Clements

William Baugh, Jr., Director
Farmers Home Administration
Room 250 Senna Building
Boise, Idaho

Dear Mr. Baugh:

Mr. Clements, one of your customers from Nampa, was in the office this morning to prove completion of works and beneficial use of water under his permit to appropriate subterranean water. His application was filed January 7, 1959 and the above proofs are due January 9, 1964, according to the terms of his permit.

The amount of water claimed on the permit is 6.4 cubic feet per second or 320 miner's inches to irrigate 320 acres. At present he has not developed sufficient water to irrigate all of his land and thinks that he can develop more water in the next few years.

Making proof of completion of works finishes the permit, as far as amount of water is concerned and such proofs should not be made before the due date on the permit, if there is any chance to develop more water before the due date.

In case the proofs are due and the works have been completed according to the permit, however all of the water has not been used beneficially, which does not now apply to Mr. Clements, but is a general case, proof of completion of works can be made on the full amount of the permit and beneficial use on a lesser amount of water. The Certificate of Completion of Works is issued for the full amount of water and the Water License for the lesser amount of water. Late proof of beneficial use on the balance of the water may be made and another Water License issued with the priority advanced the same length of time that the proofs are late. That will generally be a better priority than can be obtained by filing a new application for permit.

Very truly yours,

GEO. N. CARTER
State Reclamation Engineer
By

Ralph W. Thomas
Office Engineer

RWT:mr
cc Farmers Home Administration, Caldwell, Idaho

77694

January 13, 1959

Re: Permit No. G-27684

Mr. M. O. Clements
Rt. # 1
Nampa, Idaho

Dear Mr. Clements:

We enclose Permit No. G-27684, in which we direct your attention to the limitations and conditions as given on the fourth page under approval of the State Reclamation Engineer.

We also enclose departmental receipt No. G-3791, which was issued covering payment in the amount of \$6.50 for the filing fee of the above mentioned permit.

Very truly yours,

GEO. N. CAPTER
State Reclamation Engineer
By

(Mrs.) Edna P. Rutledge
Chief Clerk

EPR/lw
Encls. (2)

27684

R 3 W

T
1
N

B

Well-Point
of Diversion

Permit Map No. 27682
As Approved JAN 9 1939
GEO. N. CARTER
State Reclamation Engineer

4 please

**TICE OF PROOF OF COMPLE-
TION OF WORKS
and
APPLICATION OF WATER TO
BENEFICIAL USE**

Notice is hereby given that at 10 A. M., on the 8th day of April, 1964, at Nampa, County of Canyon, State of Idaho, before James E. Schiller, Notary Public, at 1202 2nd St., South, Nampa, Idaho, proof will be submitted of the completion of works for the diversion of 6.4 cubic feet per second of underground water from a well, and of the application to beneficial use of said water, in accordance with the terms and conditions of Permit No. G-27684, heretofore issued by the Department of Reclamation of the State of Idaho.

1. The name and postoffice address of the person or corporation holding said permit is Dry Lake Farms, Inc., a corporation, Rt. No. 1, Nampa, Idaho.

2. Said works of diversion will be fully completed on the date set for such completion, and the amount of water which said works are capable of conveying to the place of use is 6.4 cubic feet per second.

3. The use to which said water has been applied is irrigation purposes, and the amount applied to beneficial use is 6.4 cubic feet per second.

4. The point of diversion of said water is the NE corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 13, Twp. 1 N., R. 3 W. B.M., Canyon County, Idaho.

5. The place where said water is used is E $\frac{1}{2}$ of Sec. 13, Twp. 1 N., R. 3 W. B.M., Canyon County, Idaho.

6. The date of priority which said user is prepared to establish is January 7, 1959.

CARL E. TAPPAN
State Reclamation Engineer
March 14, 21, 28; April 4, 1964.

27684

ORIGINAL

Scott L. Campbell, ISB # 2251
Christopher E. Yorgason, ISB #5844
ELAM & BURKE, P.A.
Key Financial Center, 10th Floor
702 West Idaho Street
Post Office Box 1539
Boise, Idaho 83701
Telephone: (208) 343-5454
Facsimile: (208) 384-5844

Attorneys for L & S Dairy

RECEIVED

MAR 06 2000

WATER RESOURCES
WESTERN REGION

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF APPLICATION	)	
FOR TRANSFER NO. 5598,	)	WITNESS AND EXHIBIT
	)	LIST OF L & S DAIRY
IN THE NAME OF MICHAEL	)	
CHRISTENSEN.	)	
	)	
L & S DAIRY and CLARENCE VANDER	)	
STELT & SONS, a California partnership,	)	
	)	
Petitioners for Intervention	)	
	)	
	)	

L & S Dairy, by and through their attorneys of record Elam & Burke, P.A., in accordance with the Notice of Hearing and IDAPA Rule 37.01.01.606, hereby files this List of Witnesses and Exhibits.

Witness List

L & S Dairy may call the following as witnesses at the hearing in the above-captioned matter:

WITNESS AND EXHIBIT LIST OF L & S DAIRY - 1

MICROFILMED

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1. Darwin Vander Stelt;
2. Larry Vander Stelt;
3. Terry Scanlan;
4. Michael Christensen;
5. Travis Christensen (neighbor; Michael Christensen's son);
6. Kenneth Cole (neighbor)
7. Leeland Tiegs (neighbor);
8. Dean Tiegs (neighbor);
9. Hiram Moon (neighbor); and
10. Chuck DeGroat (neighbor).

Exhibit List

L & S identifies the following documents which may be offered as exhibits at the hearing of the above-captioned matter:

1. Purchase and Sale Agreements (Exhibit A to Petition to Intervene, dated January 14, 2000);
2. Verifications of pending Purchase and Sale Agreements (Exhibit B to Petition to Intervene, dated January 14, 2000);
3. Addendum # 3 to Purchase and Sale Agreement No. 97236;
4. Addendum # 3 to Purchase and Sale Agreement No. 97235;
5. Warranty Deed from Clements Farms, Inc., grantor, to Michael Christensen and Jill Christensen, grantees, dated December 8, 1992, and recorded in Canyon County, on December 8, 1992, as instrument no. 9227656;
6. Warranty Deed from Clements Farms, Inc., grantor, to Herbert R. Montierth, etc., dated July 7, 1997, and recorded in Canyon County on July 11, 1997, as instrument no. 9722506;
7. Memorandum, dated November 8, 1999, re Christensen Transfer, Rights 63-03142 and 63-07083;
8. Application for Transfer of Water Right with attachments, dated October 13, 1999;
9. Clarence Vander Stelt and Sons Dairy, Nutrient Management Plan, prepared by Darwin Vander Stelt, dated December 31, 1999; and
10. Dairy Concentration in the Dry Lakes Area of Canyon County, prepared by Darwin Vander Stelt, dated January 1, 2000.

In compliance with IDAPA Rule 37.01.01.606, copies of the foregoing documents are being provided to all parties and the presiding officer.

MICROFILMED
JUL 11 2000

DATED this 3rd day of March, 2000.

ELAM & BURKE, P.A.

By: Scott E. Campbell
Scott E. Campbell, of the firm
Attorneys for L&S Dairy

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 30 day of March, 2000, I served a true and correct copy of the foregoing document in the manner indicated below, to:

Karl Dreher, Director
Idaho Department of Water Resources
1301 North Orchard
Boise, ID 83706

/ U.S. Mail (postage prepaid)
 Hand Delivery
 Federal Express
 Facsimile Transmission
Fax: (208) 327-5400
Phone: (208) 327-7910

Lee Halper
331 South 230 West
Jerome, ID 83338

/ U.S. Mail (postage prepaid)
 Hand Delivery
 Federal Express
 Facsimile Transmission
Fax:
Phone: (208) 324-2240

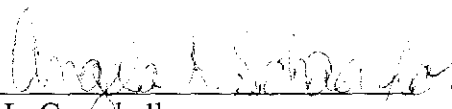
Michael Christensen
8725 Bigfoot Road
Melba, ID 83641

/ U.S. Mail (postage prepaid)
 Hand Delivery
 Federal Express
 Facsimile Transmission
Fax:
Phone:

and the original and one copy to:

Gary Spackman
Idaho Department of Water Resources
Western Region Office
2735 Airport Way
Boise, ID 83405-5082

/ U.S. Mail (postage prepaid)
 Hand Delivery
 Federal Express
 Facsimile Transmission
Fax: (208) 334-2348
Phone: (208) 334-2190



Scott L. Campbell

RECEIVED

2000



REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

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

ID# 97235DATE August 26, 1999

1. REAL ESTATE OFFICES:

Listing Agency _____

MLS Office# _____

Selling Agency Accom Real EstateMLS Office# 1704

Listing Agent Name _____

MLS Agent # _____

Phone # (office) _____

(home) _____

Selling Agent Name Darwin Vander SteltMLS Agent # 1514Phone # (office) 455-9496

(home) _____

2. BUYER AND LEGAL DESCRIPTION: Clarence Vander Stelt and Sons, or nominee

(Hereafter 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 317 Acres Bifoot & Rmly Melba County Canyon Idaho, Zip 83643 legally described as: See Exhibit "B"

3. TOTAL PURCHASE PRICE: Eight hundred fifty six thousand and no/100 DOLLARS.
\$ 856,000.00

payable upon the following TERMS AND CONDITIONS (Not including closing costs):

4. FINANCIAL TERMS: (Note: A+C+D+E should add up to (or be equal to) total purchase price, except for 100% financing)

\$ 10,000.00 A. EARNEST MONEY: BUYER hereby deposits Ten thousand and no/100 DOLLARS as Earnest Money

evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note due ☐ other _____

and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account upon acceptance by all parties and shall

be held by: ☐ Listing Broker ☒ Selling Broker ☐ other NA

hereto, and Darwin Vander Stelt (Broker) shall hold the completely executed Broker's copy of this Agreement. The responsible Broker shall be Darwin Vander Stelt

B. ALL CASH OFFER: ☒ YES ☐ NO If this is an all cash offer do not complete lines 25 through 47, fill blanks with N.A.

\$ See Add. #1

C. NEW LOAN PROCEEDS: This Agreement contingent upon BUYER obtaining. ☐ FHA ☐ VA ☐ CONVEN ☐ IHFA

☐ RD ☐ OTHER _____ FIRST LOAN of \$ _____ not including mortgage

insurance, with interest not to exceed _____ % for a period of _____ year(s) at: ☐ fixed rate ☐ other

_____ BUYER shall pay no more than _____ point(s) plus origination fee if any. SELLER shall pay no more

than _____ point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally.

BUYER shall apply for such loan within _____ business day(s) of SELLER's acceptance. Within _____ business days of final acceptance of all parties. BUYER agrees to furnish SELLER with a written loan commitment showing lender approval of credit report, income verification, debt ratios and subject only to satisfactory appraisal and final lender underwriting. If such written commitment is not received by SELLERS within the strict time allotted, SELLERS may at their option cancel this agreement by notifying BUYERS in writing of such cancellation. If an appraisal is required by lender, the property must appraise at not less than purchase price or BUYER's Earnest Money may be returned at BUYER's request.

FHA / VA. If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the property described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the property of not less than the sales price as stated in the contract. BUYER shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. BUYER should satisfy himself/herself that the price and condition of the property are acceptable. It is agreed that any item included in section 7 is of nominal value less than \$100.

D. ADDITIONAL FINANCIAL TERMS:

☐ Additional financial terms are specified under the heading "ADDITIONAL TERMS AND CONDITIONS" (Section 5).

☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

\$ 846,000.00

E. APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at closing, in GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check. Any net difference between the approximate balances of the loans shown above, which are to be assumed or taken subject to, and the actual

balances of said loans at closing of escrow shall be adjusted in ☐ Cash ☐ Other: _____

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 1 of 5 Pages.

BUYER's Initials (LS) (_____) Date _____

SELLER's Initials (MC) (_____) Date _____

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R E 21 EFFECTIVE DATE AUGUST 1, 1997

BROKER'S COPY

L & S Dairy
EXHIBIT - 1

PURCHASE & SALES AGREEMENT RE21 PAGE 2

PROPERTY ADDRESS: 317 Acres M/L crnr Bigfoot and Rim

ID#: 97235

5. ADDITIONAL TERMS AND/OR CONDITIONS: See Addendum #1

6. OCCUPANCY: BUYER ☐ does ☒ does not intend to occupy property as BUYER'S primary residence.

7. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the property are INCLUDED in THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all attached floor coverings, attached television antennas, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built-in and "drop-in" ranges (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, all water systems, wells, springs, water, water rights, ditches and ditch rights, if any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein. The following additional items are specifically:

A. INCLUDED IN THIS SALE: See Exhibit "A"

B. EXCLUDED IN THIS SALE: NA

8. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

9. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings, which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

10. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

11. COVENANTS, CONDITIONS AND RESTRICTIONS (C.C. & R.'S): BUYER is responsible to obtain and review a copy of the C.C. & R.'s (if applicable). BUYER has reviewed C.C. & R.'s. ☐ Yes ☐ No ☒ N/A

12. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, By-Laws and rules and regulations of the Association. BUYER is further aware that the Property may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☐ No ☒ N/A Association fees/dues are \$ _____ per _____

13. RISK OF LOSS: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the premises be materially damaged by fire or other destructive cause prior to closing, this Agreement shall be voidable at the option of BUYER.

14. BUSINESS DAY: Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined in Idaho Code, Section 67-6302.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 2 of 5 Pages.

BUYER's Initials (LWS) Date SELLER's Initials (MCH) Date

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R.E.21 EFFECTIVE DATE AUGUST 1, 1997

BROKER'S COPY

PURCHASE & SALES AGREEMENT RE21 PAGE 3

PROPERTY ADDRESS: 317 acres M/L corner of Bigfoot and Rim ID#: 97235

15. **INSPECTION:** BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within 15 business day(s) of acceptance complete these inspections and give to SELLER written notice of items disapproved of. BUYER is strongly advised to exercise these rights and to make BUYER's own selection of professionals with appropriate qualifications to conduct inspections of the entire property. BUYER's acceptance of the condition of the property is a contingency of this Agreement.

BUYER chooses ☒ to have inspection; ☐ not to have inspection. If BUYER chooses not to have inspection skip lines 130 to 143.

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER does not within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

2. If BUYER does within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have 5 business day(s) in which to respond in writing.

3. If SELLER does not respond within the strict time period specified, BUYER shall have 5 business day(s) after receipt of SELLER's response, or after the expiration of the time for SELLER to respond, whichever occurs first to cancel this Agreement in writing.

4. If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

SELLER shall make the property available for all inspections. BUYER shall keep the property free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.

16. **SELLER'S PROPERTY DISCLOSURE FORM:** If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) days after execution of this Agreement provide to BUYER "SELLER's Property Disclosure Form" or other acceptable form. BUYER has received the "SELLER's Property

Disclosure Form" or other acceptable form prior to signing this Agreement: ☐ Yes ☐ No ☒ N/A

17. **LEAD PAINT DISCLOSURE:** The subject property ☐ is ☒ is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet. (b) Receipt of Seller's Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said property. (c) That this contract is contingent upon my right to have the property tested for lead-based paint hazards to be completed no later than _____ or the contingency will terminate. (d) That

BUYER hereby ☐ waives ☐ does not waive this right. (e) That, if test results show unacceptable amounts of lead-based paint on the premises, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing. (f) That, if the contract is canceled under this clause, BUYER'S earnest money deposit will be returned to BUYER.

18. **FINAL VERIFICATION OF CONDITION:** BUYER shall have the right to make a final inspection of the property approximately 1 day(s) prior to close of escrow, not as a contingency of the sale, but solely to confirm that: (a) repairs have been completed as agreed in writing by BUYER and SELLER, (b) SELLER has complied with SELLER's other obligations, and (c) the property is otherwise in substantially the same condition as on the date of acceptance of the offer, unless otherwise agreed in writing.

19. TITLE INSURANCE:

(A) **TITLE COMMITMENT:** Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have 10 business day(s) from receipt of the commitment or not less than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the condition of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within 5 business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B) **STANDARD COVERAGE OWNER'S POLICY:** SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER. The risk assumed by the title company in the standard coverage lender's policy is limited to matters of public record.

(C) **EXTENDED COVERAGE LENDER'S POLICY (Mortgage policy):** The lender will require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

(D) **EXTENDED COVERAGE OWNER'S POLICY:** A standard title policy does not cover certain potential problems or risks such as liens (i.e. a legal claim against premises for payment of some debt or obligation, boundary disputes, claims of easement and other matters of claims if they are not of public record at time of closing.) However, under Idaho law, such potential claims against the premises may have become legal obligations before the purchase of the home and yet may not be of public record until after the purchase. It is recommended that BUYER talk to a title company about what it offers in the way of extended coverage title policies and endorsements. This extended coverage owner's policy is for the benefit of the owner and provides similar coverage like provided by the extended coverage lender's policy.

Extended Coverage Owner's Policy requested ☒ Yes ☐ No. Additional premium paid by: ☐ BUYER ☒ SELLER

(E) The parties agree that Stewart Title Company Title Company shall provide title policy and preliminary report of commitment.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 3 of 5 Pages.

BUYER'S Initials (LVS) () Date SELLER'S Initials (MC) () Date

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R.E.21 EFFECTIVE DATE AUGUST 1, 1997

BROKER'S COPY

PURCHASE & SALES AGREEMENT RE21 PAGE 4

PROPERTY ADDRESS: 317 acres M/L corner bigfoot and Rim

ID#: 97235

20. 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, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements. SELLER agrees to pay a maximum of \$ NA lender/appraiser required repair costs

	BUYER	SELLER	Shared Equally	Not Applicable		BUYER	SELLER	Shared Equally	Not Applicable
Appraisal Fee				NA	Title Ins. Standard Coverage Owner's Policy		X		
Closing Escrow Fee			X		Title Ins. Extended Coverage Lender's Policy	X			
Attorney Contract/Document Preparation Fee/Cost			X		Title Ins. Extended Coverage Owner's Policy				X
Loan Document Preparation				NA	Septic Inspection				X
Flood Certification Fee				NA	Septic Pumping				X
Flood Tracking Fee				NA	Survey				X
Loan Assumption Fee				NA	Well Inspection	X			
Tax Service Fee				NA	Appraiser Re-inspection Fee				X

21. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument.

22. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements or representations not expressly set forth herein shall be binding upon either party.

23. FACSIMILE TRANSMISSION: Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile transmitted signatures by signing an original document.

24. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker, provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter.

If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

25. SALES PRICE INFORMATION: The parties to this Agreement acknowledge that sales price information compiled as a result of this Agreement may be provided to the County Assessor's Office by either party or by either party's Broker.

26. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

27. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete this transaction. The closing date shall be no later than February 1, 2000

The parties agree that the "closing agency" for this transaction shall be Inland Empire Escrow, Sue Ortiz

If a long-term escrow / collection is involved, then the long-term escrow holder shall be NA

28. POSSESSION: BUYER shall be entitled to possession ☒ Upon closing or ☐ dated NA time NA "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. Property 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 prorated as of Closing. BUYER shall pay for fuel in tank, amount to be determined by the supplier at SELLER's expense.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 4 of 5 Pages.

BUYER's Initials (LVS) Date SELLER's Initials (MC) Date

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R.E.21 EFFECTIVE DATE AUGUST 1, 1997

BROKER'S COPY

PURCHASE & SALES AGREEMENT RE21 PAGE 5

PROPERTY ADDRESS: 317 acres corner of Bigfoot and Rim

ID: 97235

29. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and/or contingencies which must be satisfied prior to closing: See Addendum #1

30. REPRESENTATION CONFIRMATION:

In this transaction, the broker(s) involved had the following relationship(s) with the BUYER ("agent" or "nonagent" or "limited dual agent"):

Listing broker acted as a(n) nonagent for the BUYER.

Selling broker acted as a(n) nonagent for the BUYER.

In this transaction, the broker(s) involved has the following relationship(s) with the SELLER ("agent" or "nonagent" or "limited dual agent"):

Listing broker acted as a(n) _____ for the SELLER.

Selling broker acted as a(n) nonagent for the SELLER.

Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure Brochure and has elected the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE OR SHE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

31. ACCEPTANCE: BUYER's offer is made subject to the acceptance of SELLER on or before (Date) 9/01/99 and (Time) 6 PM. If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to BUYER on demand.

32. BUYER'S SIGNATURES: I/We further acknowledge receipt of a true copy of this Agreement.

☒ SEE ATTACHED BUYER'S ADDENDUM(S): _____ (Specify number of BUYER addendum(s) attached.)

BUYER Signature Larry Vander Stelt

BUYER Signature _____

BUYER (Print Name) LARRY VANDER STELT

BUYER (Print Name) _____

Date 8-25-99 Time _____Phone # 909/735-9585

Date _____

Time _____

Phone # _____

Address 6701 HARRISON

Address _____

City CORONA State CA Zip 91720

City _____

State _____

Zip _____

33. SELLER'S SIGNATURES:

On this date, I/We hereby approve and accept the transaction 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.

☐ SIGNATURE(S) SUBJECT TO COUNTER OFFER ☐ SEE ATTACHED SELLER ADDENDUM

☐ SEE ATTACHED SELLER'S RIGHT TO CONTINUE TO MARKET PREMISES ☐ SEE ATTACHED COUNTER OFFER(S)

SELLER Signature Michael Christensen

SELLER Signature _____

SELLER (Print Name) Michael Christensen

SELLER (Print Name) _____

Date _____

Time _____

Phone # _____

Date _____

Time _____

Phone # _____

Address _____

Address _____

City _____ State _____ Zip _____

City _____

State _____

Zip _____

34. BUYER'S ACKNOWLEDGMENT OF RECEIPT OF FINAL COPY BEARING ALL SIGNATURES:

A true copy of the foregoing Agreement, signed by the SELLER and containing the full and complete description of the premises, is hereby received on this _____ day of _____, 19____.

BUYER: _____

BUYER: _____

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 5 of 6 Pages.

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R.E.21 EFFECTIVE DATE AUGUST 1, 1997

BROKER'S COPY

Date 08/26/99

Addendum #1 to Purchase and Sale Agreement No. 97235

Buyer(s) Clarence Vander Stelt and Sons, a California partnership or Nominee.

Seller(s) Mike Christensen or Nominee

The undersigned parties hereby agree as follows:

- A. Items included in this sale ("Property") shall include all items specified in Paragraph # 7 of Purchase and Sale Agreement #97235 Dated 08/26/1999, and also, all items specified in the attached list of personal property items (Exhibit "A"), together with any and all mineral rights, and any USDA grain allotments or bases.
1. Seller makes no warranty of any item except that all shall be in operating condition at the time of closing.
 2. Buyer shall have the right to examine all personal property five days prior to closing to ascertain its presence and operating condition.
 3. Seller shall, at closing, present buyer with a Bill of Sale for all personal property items in the dollar amounts specified in the attached "List of Personal Property and Depreciable Real Property Items Included in Sale" (Exhibit "A")
 4. Buyer and Seller agree to value all listed property at the values specified in the attached list, for federal income tax purposes.
- B. Seller shall within thirty days after acceptance of this agreement, assist Buyer in obtaining a water sample from, and any pump or yield tests buyer desires on, any or all of the wells on the property. Buyer agrees to pay any costs of said tests.
- C. Seller shall allow Buyer to drill test holes as required to determine the presence of Lava Rock which would make construction infeasible.
1. Buyer agrees to pay all costs of said tests.
 2. Buyer agrees to leave the property in same condition after the tests as before.
- D. Seller agrees to provide the buyer, within 15 days from the execution of this agreement, a commitment for title insurance.
- E. This agreement is contingent until 09/30/99 on the following. Buyer shall have the right to cancel this transaction without any penalty or expense of any kind should any of the following contingencies not be satisfied by 09/30/99.

(LVS /) Buyer (MC /) Seller

Addendum #1 to Purchase and Sale Agreement No. 97235

Christensen/Vander Stait

1. Buyer and seller approval of Exhibits "A", "B", and "C".
2. Buyer approval of the condition of the title according to the procedure outlined in paragraph 19 of this agreement.
3. Buyer's obtaining a Milk marketing agreement with a milk processor for a 2500 cow dairy.
4. Approval by the buyer of the results of the water tests specified in item # B.
5. Approval by the buyer of the results of the rock tests specified in item # C.
6. Buyer obtaining real estate loan and operating line of credit commitments from a bank for the construction and operation of a 2500 cow dairy on the subject property.
7. Approval of this contract by both Buyer's and Seller's Attorneys.
8. Agreement by Buyer and Seller on the specific provisions of a 5 year cash lease of the subject property and any additional land Buyer will purchase adjacent to the subject property. Buyer and Seller will initial the proposed lease as indication of agreement. The initialed lease will be deposited with the closing agent and signed at the closing of this transaction.

F. This agreement is contingent until closing on the following. Buyer shall have the right to cancel this transaction without any penalty or expense of any kind should the following contingencies not be met by closing.

1. Approval by the Department of Water Resources of a transfer of water right from the irrigation well on the subject property to a commercial right appropriate for the use of a dairy.
2. Approval by the Canyon County Commission of a conditional use permit for the construction and operation of a 2500 cow dairy and an additional 1500 cow dairy on the property.
3. The simultaneous closing of the Buyer's purchase of the South 1/2 of section 12, and the west 1/2 of section 13, Township 1 North, Range 3 West, Boise meridian, both of which are adjacent to the subject property.

G. Buyer and seller recognize that difficulties and time delays could arise in securing the water transfer specified in contingencies # F 1, and F.2. Accordingly, flexibility is required with respect to the closing date.

1. The closing date shall be upon receipt of the water transfer and the conditional use permit, or sooner, at the buyer's option, but no later than 2/01/2000, unless extended.
2. Additional extensions may be required as per separate agreement between buyer and seller. Seller shall not be unreasonable in granting such extensions.

(LUS) Buyer (MC) Seller

Addendum #1 to Purchase and Sale Agreement No. 97235

Christensen/Vander Stelt

- H. Buyer and Seller agree to execute, at closing, a document which will give the buyer right of first refusal to purchase the land and metal building currently excluded from the subject property, should seller ever wish to sell same.
- I. Seller intends to structure this transaction as an IRS Sect. 1031 exchange. Buyer agrees to cooperate in signing necessary exchange documents. Seller agrees that Buyer shall have no expense or liability as a result of said exchange
- J. The attached "List of Personal Property and Depreciable Real Property Items Included in Sale" (Exhibit "A") , Legal Description (Exhibit "B") and Snake River Basin Adjudication Disclosure" (Exhibit "C") are incorporated into and made part of this agreement.
- K. Paragraph # 4.C . (Purchase and Sale Agreement # 97235, "New loan proceeds") shall not be applicable to this agreement.
- L. Darwin Vander Stelt is related to the Buyer (first cousins).

Darwin Vander Stelt
Buyer

8-28-99
Date

Buyer

Michael Christensen
Seller

Date

9-7-99
Date

Seller

Date

(166 / _____) Buyer (_____ / _____) Seller

SELLER'S COUNTER OFFER # 1 to Purchase and Sale Agreement No. 97235 and attached Addendum # 1. Date: 09/02/1999

Buyer(s) Clarence Vander Stelt and Sons, a California partnership or Nominee.

Seller(s) Mike Christensen or Nominee

The undersigned parties hereby agree as follows:

Seller accepts all of the terms and conditions of the above designated agreement with the following changes or amendments:

1. The Total Purchase Price (Paragraph # 2 of the Purchase and Sale Agreement # 97235) shall be \$1,050,000.00
2. Buyer agrees to furnish Seller with 800 Gallons per minute of irrigation water from either the Hat Butte Canal or the irrigation well on the subject property during the mint distilling season. The period shall encompass no more than 50 days between July 15 and October 1. Seller agrees to pay the cost of the delivered water by November 30 of each year.
3. Expiration: This Counter Offer shall expire unless a copy hereof with Buyers' written acceptance is delivered to Seller or Seller's agent on or before 6:00 P.M. on 9/07/1999.

Michael Christensen
Seller

9-8-99
Date

Seller

Date

The undersigned Buyer accept(s) the above Counter Offer # 1
~~Signature subject to counter offer~~ LVS

Clarence Vander Stelt
Buyer

9-8-99
Date

Buyer

Date

I/We acknowledge receipt of a true signed copy(or fax) of Buyer's acceptance

Seller _____

Seller _____

Exhibit "A"

**List of Personal Property and Depreciable Real Property Items Included in Sale
Attached to and made part of Purchase and Sale Agreement No. 97235 Dated 08/21/1999
PAGE 1 of 1**

Buyer(s): Clarence Vander Stelt and Sons. a California partnership or Nominee

Seller(s): Mike Christensen or Nominee

**The following personal property is included in Purchase and Sale Agreement #97235,
and will be valued by both Buyer and Seller for Federal Income Tax purposes as follows:**

<u>ITEM</u>	<u>Qty</u>	<u>Price/Unit</u>	<u>VALUE</u>
Irrigation well pump w/150 hp U.S. motor, base, panel, wiring, and plumbing	1	12000	\$12000
Transfer pump, 20 hp Westinghouse motor, Layne base, panel and plumbing	1	3000	3000
Transfer pump, 30 hp GE motor, base, panel, wiring, and plumbing	1	3500	3500
Wheel lines, 1/4 mile long, including motors, sprinklers, hoses, and associated fittings	5	3500	17500
Portable aluminum mainline, pressure, 5"-8" diameter, approx. 1/2 mile	1	4930	4930
Portable aluminum mainline, low pressure, approx. 1/4 mile, 5"-8" diameter	1	2465	2465
assorted siphon tubes, portable dams and other miscellaneous irrigation equipment	500		500
Total value of personal property in this transaction			\$43,895.00

Michael Christensen
Seller

9-30-99
Date

Buyer

Date

Exhibit "B"

Legal Description of subject property, attached to and made part of Purchase and Sale Agreement No. 97235 Dated 08/21/1999

Buyer(s): Clarence Vander Stelt and Sons, a California partnership or Nominee

Seller(s): Mike Christensen or Nominee

The land referred to in this agreement is described as follows:

The East One-half of Section 13, Township 1 North, range 3 West, Boise Meridian, Canyon County, Idaho, excepting therefrom a parcel with the following description:

Beginning at the NE corner of Section 13, Township 1 North, range 3 West, Boise Meridian, Canyon County, Idaho, thence 153.5 feet Southerly along the eastern boundary of said section 13, to the true point of beginning, thence westerly 173' along a line parallel with the Northern boundary of said section 13, thence southerly 406' along a line parallel with the Eastern boundary of said section 13, thence East 173' along a line parallel with the Northern boundary of said section 13, thence North 406' along the East boundary of said section 13 to the true point of beginning.

Mike Christensen
Seller

9-30-99
Date

Seller

Date

Buyer

Date

Buyer

Date

Exhibit "C"

Snake River Basin Adjudication Disclosure

Attached to and made part of Purchase and Sale Agreement No. 97235 Dated 08/21/1999

Buyer(s): Clarence Vander Stelt and Sons, a California partnership or Nominee

Seller(s): Mike Christensen or Nominee

The Snake River Basin Adjudication

What it is: "Adjudication" means "to settle judicially." A water right adjudication is a "fair, comprehensive, technically correct and legally sufficient determination (by a court) of existing water rights." The Snake River Basin Adjudication is a judicial process mandated by the Idaho State legislature in 1987 which will result in the judicial determination of all water rights in the state of Idaho, *including those of Indian Tribes and the Federal government*. This process is currently under way in the Fifth Judicial District Court in Twin Falls, The Hon. Judge Daniel C. Hurlbutt jr. presiding.

What it does: It is a two phase process. The first phase involved a simple counting of all water rights claimed by water users in the Snake River Basin (Oregon border upstream). This is complete and it has been determined that there are approximately 119000 claims for all uses.

Phase two is the legal phase: Each holder of a water right must prove to the court that he *beneficially uses* all the water he holds rights to. If the user can't prove that, then he could lose all or part of the water right. This phase will likely go on for many years.

One result of phase 2 which has already taken place is that Judge Hurlbutt has ordered the Idaho Department of Water Resources to develop a plan to *conjunctively manage* above ground and below ground water resources. Conjunctive means "joined together", and the idea is that the IDWR is ordered to manage the resource as a whole. If senior rights are threatened by junior rights (possibly some distance away), IDWR was instructed to take action to cause the junior rights holders to remedy the situation. A plan for achieving this is being developed and it is unknown at this time what effect this will have on any particular water user. There will be winners and losers.

Disclosures:

1. Every holder of a water right in the state is currently a party to ongoing litigation, the outcome of which is uncertain. As Buyer of the subject property you will become a party to this litigation.
2. Every holder of a water right (not just in the Snake River Basin) in the state is subject to conjunctive management (explained above).
3. Buyer should seek legal counsel to determine the status of the ongoing litigation, and should discuss the situation with the Idaho Department of Water Resources.

Buyer and Seller Agree:

Agcom Real Estate and Darwin Vander Stelt, Broker, has disclosed the ongoing Snake River Basin Adjudication and potential adverse effects upon Buyer.

Michael Christensen
Seller

9-30-99
Date

Seller

Date

Buyer

Date

Buyer

Date



REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

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

ID# 97236DATE 08/26/99

1. REAL ESTATE OFFICES:

Listing Agency _____

MLS Office# _____

Selling Agency Agcom Real EstateMLS Office# 1784

Listing Agent Name _____

MLS Agent # _____

Phone # (office) _____

(home) _____

Selling Agent Name Darwin Vander SteltMLS Agent # 1514Phone # (office) 465-9496

(home) _____

2. BUYER AND LEGAL DESCRIPTION: Clarence Vander Stelt and Sons, or Nominee

Hereafter 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 640 acres Bigfoot Road City Melba County Canyon Idaho, ZIP 83641
legally described as: See Exhibit "B"

3. TOTAL PURCHASE PRICE: One Million, four hundred eight thousand and no/100 DOLLARS.
\$1,408,000.00

upon the following TERMS AND CONDITIONS (Not including closing costs):

4. FINANCIAL TERMS: (Note: A+C+D+E should add up to (or be equal to) total purchase price, except for 100% financing)

\$10,000.00A. EARNEST MONEY: BUYER hereby deposits Ten thousand and no/100 DOLLARS as Earnest Moneyevidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note due ☐ other _____

and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account upon acceptance by all parties and shall

be held by: ☐ Listing Broker ☒ Selling Broker ☐ other _____

(Broker) shall hold the completely executed Broker's copy

of this Agreement. The responsible Broker shall be Darwin Vander SteltB. ALL CASH OFFER: ☒ YES ☐ NO If this is an all cash offer do not complete lines 26 through 47, fill blanks with N.A.See Add. #1C. NEW LOAN PROCEEDS: This Agreement contingent upon BUYER obtaining: ☐ FHA ☐ VA ☐ CONVEN ☐ IMFA☐ RD ☐ OTHER _____

FIRST LOAN of \$ _____

not including mortgage

insurance, with interest not to exceed _____ % for a period of _____ year(s) at: ☐ fixed rate ☐ other _____

BUYER shall pay no more than _____ point(s) plus origination fee if any. SELLER shall pay no more

than _____ point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally.

BUYER shall apply for such loan within _____ business day(s) of SELLER's acceptance. Within _____ business days of final

acceptance of all parties. BUYER agrees to furnish SELLER with a written loan commitment showing lender approval of credit

report, income verification, debt ratios and subject only to satisfactory appraisal and final lender underwriting. If such written

commitment is not received by SELLER within the strict time allotted, SELLER may at their option cancel this agreement by

notifying BUYER in writing of such cancellation. If an appraisal is required by lender, the property must appraise at not less

than purchase price or BUYER's Earnest Money may be returned at BUYER's request.

FHA / VA. If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be

obligated to complete the purchase of the property described herein or to incur any penalty or forfeiture of Earnest Money

deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by

the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value

of the property of not less than the sales price as stated in the contract. BUYER shall have the privilege and option of

proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised

valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure.

HUD does not warrant the value or the condition of the property. BUYER should satisfy himself/herself that the price and

condition of the property are acceptable. It is agreed that any item included in section 7 is of nominal value less than \$100.

D. ADDITIONAL FINANCIAL TERMS:

☐ Additional financial terms are specified under the heading "ADDITIONAL TERMS AND CONDITIONS" (Section 5).☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.\$1,398,000.00

E. APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at closing.

in GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check. Any net difference

between the approximate balances of the loans shown above, which are to be assumed or taken subject to, and the actual

balances of said loans at closing of escrow shall be adjusted in ☐ Cash ☐ Other: _____

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 1 of 5 Pages.

BUYER's Initials (LVS) _____Date SELLER's Initials (DM) _____ Date 9/2/99

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R.E.21 EFFECTIVE DATE AUGUST 1, 1997

BROKER'S COPY

PURCHASE & SALES AGREEMENT RE21 PAGE 2

PROPERTY ADDRESS: 640 acres M/L Bigfoot Road

ID#: 97236

5. ADDITIONAL TERMS AND/OR CONDITIONS: See Addendum #1

6. OCCUPANCY: BUYER ☐ does ☒ does not intend to occupy property as BUYER'S primary residence.

7. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the property are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all attached floor coverings, attached television antennae, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built-in and "drop-in" ranges (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, all water systems, wells, springs, water, water rights, ditches and ditch rights, if any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein. The following additional items are specifically:

A. INCLUDED IN THIS SALE: See Exhibit "A"

B. EXCLUDED IN THIS SALE: NA

8. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

9. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings, which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

10. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

11. COVENANTS, CONDITIONS AND RESTRICTIONS (C.C. & R.'S): BUYER is responsible to obtain and review a copy of the C.C. & R.'s (if applicable) BUYER has reviewed C.C. & R.'s. ☐ Yes ☐ No ☒ N/A

12. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, By-Laws and rules and regulations of the Association. BUYER is further aware that the Property may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed

Homeowner's Association Documents: ☐ Yes ☐ No ☒ N/A Association fees/dues are \$_____ per _____

13. RISK OF LOSS: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the premises be materially damaged by fire or other destructive cause prior to closing, this Agreement shall be voidable at the option of BUYER.

14. BUSINESS DAY: Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined in Idaho Code, Section 67-5302.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 2 of 3 pages.

BUYER's Initials: LOSDate: SELLER's Initials: LMHDate: 9/1/95

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R.E.21 EFFECTIVE DATE AUGUST 1, 1997

BROKER'S COPY

PURCHASE & SALES AGREEMENT RE21 PAGE 3

PROPERTY ADDRESS: 640 acres M/L Bigfoot RoadID#: 97236

15. INSPECTION: BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within 15 business day(s) of acceptance complete these inspections and give to SELLER written notice of items disapproved of. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire property. BUYER'S acceptance of the condition of the property is a contingency of this Agreement.

BUYER chooses ☒ to have inspection; ☐ not to have inspection. If BUYER chooses not to have inspection skip lines 130 to 143.

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER does not within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction; and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

2. If BUYER does within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have 5 business day(s) in which to respond in writing.

3. If SELLER does not respond within the strict time period specified, BUYER shall have 5 business day(s) (after receipt of SELLER's response, or after the expiration of the time for SELLER to respond, whichever occurs first) to cancel this Agreement in writing.

4. If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct. SELLER shall make the property available for all inspections. BUYER shall keep the property free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.

16. SELLER'S PROPERTY DISCLOSURE FORM: If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) days after execution of this Agreement provide to BUYER "SELLER'S Property Disclosure Form" or other acceptable form. BUYER has received the "SELLER'S Property

Disclosure Form" or other acceptable form prior to signing this Agreement: ☐ Yes ☐ No ☒ N/A

17. LEAD PAINT DISCLOSURE: The subject property ☐ is ☒ is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet. (b) Receipt of Seller's Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said property. (c) That this contract is contingent upon my right to have the property tested for lead-based paint hazards to be completed no later than _____ of the contingency we terminate. (d) That

BUYER hereby ☒ waives ☐ does not waive this right. (e) That, if test results show unacceptable amounts of lead-based paint on the premises, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing. (f) That, if the contract is canceled under this clause, BUYER'S earnest money deposit will be returned to BUYER.

18. FINAL VERIFICATION OF CONDITION: BUYER shall have the right to make a final inspection of the property approximately 7 day(s) prior to close of escrow, not as a contingency of the sale, but solely to confirm that: (a) repairs have been completed as agreed in writing by BUYER and SELLER, (b) SELLER has complied with SELLER's other obligations, and (c) the property is otherwise in substantially the same condition as on the date of acceptance of the offer, unless otherwise agreed in writing.

19. TITLE INSURANCE:

(A) **TITLE COMMITMENT:** Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have 15 business day(s) from receipt of the commitment or not less than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within 5 business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B) **STANDARD COVERAGE OWNER'S POLICY:** SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER. The risk assumed by the title company in the standard coverage lender's policy is limited to matters of public record.

(C) **EXTENDED COVERAGE LENDER'S POLICY (Mortgage policy):** The lender will require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

(D) **EXTENDED COVERAGE OWNER'S POLICY:** A standard title policy does not cover certain potential problems or risks such as liens (i.e. a legal claim against premises for payment of some debt or obligation, boundary disputes, claims of easement and other matters of claims if they are not of public record at time of closing.) However, under Idaho law, such potential claims against the premises may have become legal obligations before the purchase of the home and yet may not be of public record until after the purchase. It is recommended that BUYER talk to a title company about what it offers in the way of extended coverage title policies and endorsements. This extended coverage owner's policy is for the benefit of the owner and provides similar coverage like provided by the extended coverage lender's policy.

Extended Coverage Owner's Policy requested ☐ Yes ☒ No. Additional premium paid by: ☐ BUYER ☒ SELLER.

(E) The parties agree that Stewart Title Company shall provide title policy and preliminary report of commitment.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 3 of 5 Pages.

BUYER'S Initials: LUS

Date SELLER'S Initials: DMX Date 4/2/99

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R.E.21 EFFECTIVE DATE AUGUST 1, 1987

BOOKER'S COPY

PURCHASE & SALES AGREEMENT RE21 PAGE 4

PROPERTY ADDRESS: 640 acres N/L Bigfoot and Rim RoadID#: 97236

20. 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, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements. SELLER agrees to pay a maximum of \$ NA lender/appraiser required repair costs.

	BUYER	SELLER	Shared Equally	Not Applicable		BUYER	SELLER	Shared Equally	Not Applicable
Appraisal Fee				NA	Title Ins. Standard Coverage Owner's Policy			X	
Closing Escrow Fee			X		Title Ins. Extended Coverage Lender's Policy	X			
Attorney Contract/Document Preparation Fee/Cost			X		Title Ins. Extended Coverage Owner's Policy				X
Loan Document Preparation				X	Septic Inspection				X
Flood Certification Fee				X	Septic Pumping				X
Flood Tracking Fee				X	Survey				X
Loan Assumption Fee				X	Well Inspection	X			
Tax Service Fee			X		Appraisal Re-inspection Fee				X

21. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument.

22. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements or representations not expressly set forth herein shall be binding upon either party.

23. FACSIMILE TRANSMISSION: Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile transmitted signatures by signing an original document.

24. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker, provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter.

If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

25. SALES PRICE INFORMATION: The parties to this Agreement acknowledge that sales price information compiled as a result of this Agreement may be provided to the County Assessor's Office by either party or by either party's Broker.

26. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

27. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete this transaction. The closing date shall be no later than 2/01/2000.

The parties agree that the "closing agency" for this transaction shall be Inland Empire Escrow - Sue Ortiz. If a long-term escrow / collection is involved, then the long-term escrow holder shall be NA.

28. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date _____ time _____. "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. Property 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 Closing. BUYER shall pay for fuel in tank, amount to be determined by the supplier at SELLER's expense.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 4 of 5 Pages.

BUYER's Initials: ES

Date SELLER's Initials: 9/12/99 Date

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RE 21 EFFECTIVE DATE AUGUST 1, 1997

BROKER'S COPY

PURCHASE & SALES AGREEMENT RE21 PAGE 5

PROPERTY ADDRESS: 640 Acres Bigfoot Road

ID#: 97236

29. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and/or contingencies which must be satisfied prior to closing: see Addendum #1

30. REPRESENTATION CONFIRMATION:

In this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER ('agent' or 'nonagent' or 'limited dual agent'):

Listing broker acted as a(n) _____ for the BUYER.

Selling broker acted as a(n) nonagent for the BUYER.

In this transaction, the brokerage(s) involved has the following relationship(s) with the SELLER ('agent' or 'nonagent' or 'limited dual agent'):

Listing broker acted as a(n) _____ for the SELLER.

Selling broker acted as a(n) nonagent for the SELLER.

Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure Brochure and has elected the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE OR SHE IS A 'CUSTOMER' AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

31. ACCEPTANCE: BUYER's offer is made subject to the acceptance of SELLER on or before (Date) _____ and (Time) _____. If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to BUYER on demand.

32. BUYER'S SIGNATURES: I/We further acknowledge receipt of a true copy of this Agreement.

☒ SEE ATTACHED BUYER'S ADDENDUM(S): 1 (Specify number of BUYER addendum(s) attached.)

BUYER Signature [Signature]

BUYER Signature _____

BUYER (Print Name) LARRY VANDER STELT

BUYER (Print Name) _____

Date 8-28-99 Time _____ Phone # 909-735-9585 Date _____ Time _____ Phone # _____

Address 6701 HARRISON

Address _____

City CORONA State CA Zip 91720

City _____ State _____ Zip _____

33. SELLER'S SIGNATURES:

On this date, I/We hereby approve and accept the transaction 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.

☒ SIGNATURE(S) SUBJECT TO COUNTER OFFER ☐ SEE ATTACHED SELLER ADDENDUM

☐ SEE ATTACHED SELLER'S RIGHT TO CONTINUE TO MARKET PREMISES ☐ SEE ATTACHED COUNTER OFFER(S)

SELLER Signature [Signature]

SELLER Signature _____

SELLER (Print Name) HRIMONTIERTH

SELLER (Print Name) Rally Montierth

Date _____ Time _____ Phone # _____ Date _____ Time _____ Phone # _____

Address _____

Address _____

City _____ State _____ Zip _____

City _____ State _____ Zip _____

34. BUYER'S ACKNOWLEDGMENT OF RECEIPT OF FINAL COPY BEARING ALL SIGNATURES:

A true copy of the foregoing Agreement, signed by the SELLER and containing the full and complete description of the premises, is hereby received on this _____ day of _____, 19____.

BUYER: _____

BUYER: _____

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 5 of 6 Pages.

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R.E.21 EFFECTIVE DATE AUGUST 1, 1997

BROKER'S COPY

Addendum #1 to Purchase and Sale Agreement No. 97236

Montierth/Vander Stelt

4. Approval of this contract by both Buyer's and Seller's Attorneys
- E. This agreement is contingent until closing on the following. Buyer shall have the right to cancel this transaction without any penalty or expense of any kind should the following contingencies not be met by closing.
1. The simultaneous closing of the Buyer's purchase of the East 1/2 of section 13, Township 1 North, Range 3 West, Boise meridian, which is adjacent to the subject property.
- F. Seller intends to structure this transaction as an IRS Sect. 1031 exchange. Buyer agrees to cooperate in signing necessary exchange documents. Seller agrees that Buyer shall have no expense or liability as a result of said exchange.
- G. The attached "List of Personal Property and Depreciable Real Property Items Included in Sale" (Exhibit "A") , Legal Description (Exhibit "B") and Snake River Basin Adjudication Disclosure" (Exhibit "C") are incorporated into and made part of this agreement.
- H. Paragraph # 4.C. (Purchase and Sale Agreement # 97236, "New loan proceeds") shall not be applicable to this agreement.
- I. Darwin Vander Stelt is related to the Buyer (first cousins).

Y. V. Stelt
Buyer

8-28-99
Date

Buyer

Date

Montierth
Seller

9/2/99
Date

H. R. Montierth
Seller

9-2-99
Date

(*LUS*) Buyer (_____) Seller

Addendum #1 to Purchase and Sale Agreement No 97236 Date 08/27/99

Page 2 of 2

*1/3 This may have been
there. Please C.*

Date 08/27/99

Addendum #1 to Purchase and Sale Agreement No. 97236**Buyer(s)** Clarence Vander Stelt and Sons, a California partnership or Nominee.**Seller(s)** Ray Montierth or Nominee

The undersigned parties hereby agree as follows:

- A. Items included in this sale ("Property") shall include all items specified in Paragraph # 7 of Purchase and Sale Agreement #97236 Dated 08/26/1999, and also, all items specified in the attached list of personal property items (Exhibit "A"), together with any and all mineral rights, and any USDA grain allotments or bases.
1. Seller makes no warranty of any item except that all shall be in operating condition at the time of closing.
 2. Buyer shall have the right to examine all personal property five days prior to closing to ascertain its presence and operating condition.
 3. Seller shall, at closing, present buyer with a Bill of Sale for all personal property items in the dollar amounts specified in the attached "List of Personal Property and Depreciable Real Property Items Included in Sale" (Exhibit "A")
 4. Buyer and Seller agree to value all listed property at the values specified in the attached list, for federal income tax purposes.
- B. Seller shall within thirty days after acceptance of this agreement, assist Buyer in obtaining any pump tests buyer desires on any or all of the irrigation or domestic well pumps on the property. Buyer agrees to pay any costs of said tests.
- C. Seller agrees to provide the buyer, within 15 days from the execution of this agreement, a commitment for title insurance.
- D. This agreement is contingent until 09/30/99 on the following. Buyer shall have the right to cancel this transaction without any penalty or expense of any kind should any of the following contingencies not be satisfied by 09/30/99.
1. Buyer and seller approval of Exhibits "A", "B", and "C".
 2. Buyer approval of the condition of the title according to the procedure outlined in paragraph 19 of this agreement.
 3. Buyer obtaining real estate loan and operating line of credit commitments from a bank for the construction and operation of a

9/2/99
9/2/99

SELLER'S COUNTER OFFER # 1 to Purchase and Sale Agreement No. 97236 and attached Addendum # 1. Date 09/12/1999

Buyer(s) Clarence Vander Stelt and Sons, a California partnership or Nominee

Seller(s) Ray Montierth or Nominee

The undersigned parties hereby agree as follows:

Seller accepts all of the terms and conditions of the above designated agreement with the following changes or amendments:

1. The Total Purchase Price (Paragraph # 2 of the Purchase and Sale Agreement # 97236) shall be \$1,680,000.00
2. This agreement is contingent until 10/15 on agreement by Buyer and Seller on the specific provisions of a 3 year lease of the subject property. Buyer and Seller will initial the proposed lease as indication of agreement. The initialed lease will be deposited with the closing agent and signed at the closing of this transaction.
3. Expiration: This Counter Offer shall expire unless a copy hereof with Buyers' written acceptance is delivered to Seller or Seller's agent on or before 6.00 P.M. on 9/15/1999.

Seller

Date

Seller

Date

The undersigned Buyer accept(s) the above Counter Offer # 1

Buyer

Date

Buyer

Date

I/We acknowledge receipt of a true signed copy(or fax) of Buyer's acceptance

Seller

Seller

Exhibit "A"

**List of Personal Property and Depreciable Real Property Items Included in Sale
Attached to and made part of Purchase and Sale Agreement No. 97235 Dated 08/21/1999
PAGE 1 of 1**

Buyer(s): Clarence Vander Stelt and Sons, a California partnership or Nominee

Seller(s): Ray Montierth or Nominee

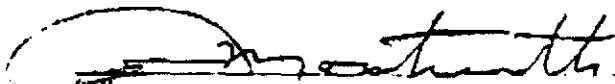
The following personal property is included in Purchase and Sale Agreement #97235:

ITEM

Irrigation pressure pump w/75 hp motor, base,
panel, wiring, and plumbing

Irrigation pressure pump w/125 hp G.E. motor,
base, panel, wiring, and plumbing

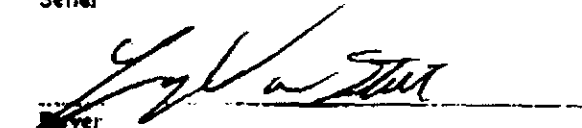
Valmont Valley Rainger dragline irrigation
systems, 1/4 mile long, including generators
motors, draglines hoses, and associated
fittings


Seller

10/1/99
Date


Seller

10-1-99
Date


Buyer

10-1-99
Date

12-03-1995 10:13AM FROM

Exhibit "B"

Legal Description of subject property, attached to and made part of Purchase and Sale Agreement No. 97235 Dated 08/21/1999

Buyer(s): Clarence Vander Stelt and Sons, a California partnership or Nominee

Seller(s): Ray Montierth or Nominee

The land referred to in this agreement is described as follows:

Parcel I:

The West One-half of Section 13, Township 1 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Parcel II:

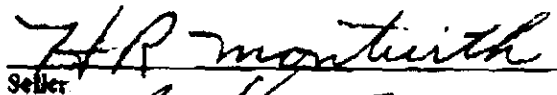
The South One-half of Section 12, Township 1 North, Range 3 West, Boise Meridian, Canyon County, Idaho.



Seller

10/1/99

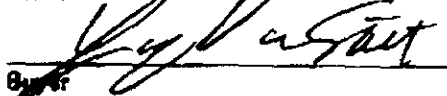
Date



Seller

10-1-99

Date



Buyer

10-1-99

Date

Buyer

Date

Exhibit "C"**Snake River Basin Adjudication Disclosure**

Attached to and made part of Purchase and Sale Agreement No. 97235 Dated 08/21/1999

Buyer(s): Clarence Vander Stelt and Sons, a California partnership or Nominee

Seller(s): Ray Motiath or Nominee

The Snake River Basin Adjudication

What it is: "Adjudication" means "to settle judicially." A water right adjudication is a "fair, comprehensive, technically correct and legally sufficient determination (by a court) of existing water rights." The Snake River Basin Adjudication is a judicial process mandated by the Idaho State legislature in 1987 which will result in the judicial determination of all water rights in the state of Idaho, including those of Indian Tribes and the Federal government. This process is currently under way in the Fifth Judicial District Court in Twin Falls. The Hon. Judge Daniel C. Hurlbutt Jr. presiding.

What it does: It is a two phase process. The first phase involved a simple counting of all water rights claimed by water users in the Snake River Basin (Oregon border upstream). This is complete and it has been determined that there are approximately 119000 claims for all uses.

Phase two is the legal phase: Each holder of a water right must prove to the court that he beneficially uses all the water he holds rights to. If the user can't prove that, then he could lose all or part of the water right. This phase will likely go on for many years.

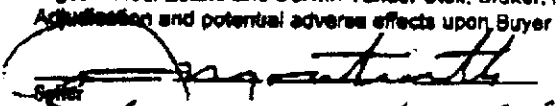
One result of phase 2 which has already taken place is that Judge Hurlbutt has ordered the Idaho Department of Water Resources to develop a plan to conjunctively manage above ground and below ground water resources. Conjunctive means "joined together", and the idea is that the IDWR is ordered to manage the resource as a whole. If senior rights are threatened by junior rights (possibly some distance away), IDWR was instructed to take action to cause the junior rights holders to remedy the situation. A plan for achieving this is being developed and it is unknown at this time what effect this will have on any particular water user. There will be winners and losers.

Disclosures:

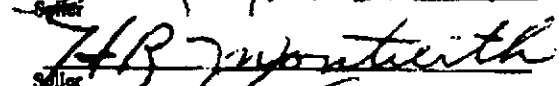
1. Every holder of a water right in the state is currently a party to ongoing litigation, the outcome of which is uncertain. As Buyer of the subject property you will become a party to this litigation.
2. Every holder of a water right (not just in the Snake River Basin) in the state is subject to conjunctive management (explained above).
3. Buyer should seek legal counsel to determine the status of the ongoing litigation, and should discuss the situation with the Idaho Department of Water Resources.

Buyer and Seller Agree:

Agam Real Estate and Darwin Vander Stelt, Broker, has disclosed the ongoing Snake River Basin Adjudication and potential adverse effects upon Buyer


 Seller

 10/1/99
 Date


 Seller

 10-1-99
 Date


 Buyer

 10-1-99
 Date

Buyer

Date

Date 11/11/99

Verification of pending Purchase and Sale Agreement No. 97235

Buyer(s) Clarence Vander Stelt and Sons, a California partnership or Nominee.

Seller(s) Mike Christensen or Nominee

The undersigned hereby verifies that the Purchase and Sale agreement specified above (No. 97235) exists and is a valid contract for sale, contingent upon seller obtaining a change in the nature of use of a groundwater right.

Michael Christensen
Seller

11-12-99
Date

() Buyer () Seller

L & S Dairy
EXHIBIT - 2

734-2348

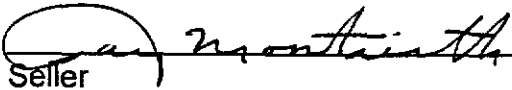
Date 12/07/99

Verification of pending Purchase and Sale Agreement No. 97236

Buyer(s) Clarence Vander Stelt and Sons, a California partnership or Nominee.

Seller(s) Herb Montierth and Ray Montierth or Nominee

The undersigned parties hereby verifies that the Purchase and Sale agreement specified above (No. 97236) exists and is a valid contract for sale, contingent upon seller obtaining a change in the nature of use of a groundwater right


Seller

12/7/99
Date

Seller

Date

ATTACHMENT E2

Addendum #3 to Purchase and Sale Agreement No. 97236

Buyer(s) Clarence Vander Stelt and Sons, a California partnership, or Nominee.

Seller(s) H.R. Montierth and Ray Montierth or Nominee.

The undersigned parties agree as follows:

- A. The closing date in item 27, Purchase and Sale Agreement No. 97236, is changed from February 1, 2000 to August 31, 2000.
- B. This Addendum #3 is incorporated into and made part of Purchase and Sale Agreement No. 97236.

BUYER

DATE

BUYER

DATE

SELLER

DATE

SELLER

DATE

Addendum #3 to Purchase and Sale Agreement No. 97235

Buyer(s) Clarence Vander Stelt and Sons, a California partnership or Nominee.

Seller(s) Mike Christensen or Nominee

The undersigned parties hereby agree as follows:

- A. The closing date in item 27, Purchase and Sale Agreement **No. 97235**, is changed from 02/01/00 to 8/31/00.
- B. This Addendum #3 is incorporated into and made part of Purchase and Sale Agreement # 97235.

Buyer

Date

Buyer

Date

Seller

Date

Seller

Date

(____/____) Buyer (____/____) Seller

2125517

WARRANTY DEED COMPANY INC
(CORPORATE FORM)
OF CANYON COUNTY

CLEMENTS FARMS, INC., a corporation organized and existing under the laws of the State of Idaho, with its principal office at NAMPA of County of CANYON grantor, hereby CONVEYS or GRANTS and WARRANTS TO MICHAEL CHRISTENSEN and JILL CHRISTENSEN, husband and wife, grantees of 8725 BIGFOOT RD., MELBA, ID 83641 for the sum of --TEN AND OTHER GOOD AND VALUABLE CONSIDERATION DOLLARS the following described tract(s) of land in CANYON County, State of Idaho:

The East One-Half of Section 13, Township 1 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Location of above described property

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this December 8, 1992

CLEMENTS FARMS, INC.

BY

Maurice L. Clements
ITS AUTHORIZED SIGNATURE

STATE OF IDAHO

COUNTY OF CANYON

On this 8th day of December, 1992, before me, a notary public appeared MAURICE L. CLEMENTS and who being by me duly sworn did say, each for him/herself, that he/she, the said MAURICE L. CLEMENTS is the authorized signature of CLEMENTS FARMS, INC., a corporation, and that the within and foregoing instrument was signed on behalf of said corporation by authority of a resolution of its board of directors and said MAURICE L. CLEMENTS did duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Essee A. Mayden
Notary Public

Residing at NAMPA, Idaho

My commission expires: 3-9-94

RECORDED
BY *C. Kite*
CANYON COUNTY RECORDER
PIONEER - NAMPA
JAN 3 1993

92 DEC 8 PM 12 29

RECORDED

9227656

9227656

PIONEER TITLE COMPANY
OF CANYON COUNTY

100 10TH AVE SOUTH
NAMPA, IDAHO 83651

423 SOUTH KIMBALL
CALDWELL ID 83605

9722506

PN44149

WARRANTY DEED (CORPORATE FORM)

CLEMENTS FARMS, INC., a corporation organized and existing under the laws of the State of Idaho, with its principal office at NAMPA of County of CANYON grantor, hereby CONVEYS or GRANTS and WARRANTS TO

HERBERT R. MONTIERTH, a married man as his sole and separate property as to an undivided 13% interest, **HERBERT R. MONTIERTH**, a married man AND THE ESTATE OF **DARLENE R. MONTIERTH ALSO KNOWN AS GOLDA D. MONTIERTH**, DECEASED as to an undivided 37% interest, **EDWARD RAY MONTIERTH AND SUSAN L. MONTIERTH**, husband and wife as to an undivided 50% interest grantee

for the sum of —TEN AND OTHER GOOD AND VALUABLE CONSIDERATION DOLLARS, the following described tract(s) of land in CANYON County, State of Idaho:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE: §29

SUBJECT TO GENERAL EXCEPTIONS AND SPECIAL EXCEPTIONS 1-23 IN TITLE INSURANCE POLICY ORDER #PN44149

Location of above described property BIG FOOT RD, MELBA

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this July 7, 1997.

CLEMENTS FARMS, INC.

BY Maurice L. Clements
ITS PRESIDENT

STATE OF IDAHO
COUNTY OF CANYON

On this 7th day of July, 1997, before me, a notary public, appeared MAURICE L. CLEMENTS who being duly sworn did say, that he/she, the said MAURICE L. CLEMENTS is the president of CLEMENTS FARMS, INC., a corporation, and that the within and foregoing instrument was signed on behalf of said corporation by authority of a resolution of its board of directors and said MAURICE L. CLEMENTS duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Edith R. O'Neil
Notary Public
Residing in Nampa, Idaho
My commission expires: 7/7/2003



PM44149

EXHIBIT "A"

PARCEL I

The South Half of Section 12, Township 1 North, Range 3 West, Boise Meridian, Canyon County, Idaho; EXCEPTING THEREFROM the Westerly 28 feet for road right of way.

PARCEL II

The West Half of Section 13, Township 1 North, Range 3 West of the Boise Meridian, Canyon County, Idaho.

9722506

RECORDED

'97 JUL 11 PM 4 56

NED J KERR

CANYON CNTY RECORDER

BY

U. Chas

REQUEST PIONEER-NAMPA

TYPE *Deed* FEE 6.00

MEMORANDUM

TO: FILE

FROM: lg ☺ 4

DATE: 11/8/1999

RE: CHRISTENSEN TRANSFER, RIGHTS 63-03142 & 63-07083

The transfer proposes to retire 98 acres from irrigation and add a well for Clarence Vander Stelt's new 4000 cow dairy ~7 miles South of Lake Lowell just West of Rim Road.

DOCUMENTS AND APPLICATION PREPARATION

- A. Dairy Water Requirement Worksheet
- B1-6. Crop History 1997-1999
- C1-4. Ground Water Use Records 1997-1998
- D. Surface Water Use Records 1994-1998
- E1-2 Ownership Documentation

CURRENT RECORDS & PROPOSED CHANGE

Volume was not specified on license 63-03142 but can be assumed at 4.5 afa because licensed flow rate of 2.63 cfs x 246 dys x 1.9835 = 1283.2 afa is greater than 240 licensed acres x 4.5 = 1080 afa.

The SRBA claims reflected the licenses with the addition of a ppu and the ownership changed to applicant's name.

According to claim A63-03142, the ground water has been used to supplement surface water since 3/15/1963. The surface water use was claimed in the SRBA, (A02-10030), for Snake River water delivered via Hat Butt Mutual Canal Co. Delivery records from 1994-1998 have been submitted per Attachment D.

The Allen/Brockway and Agrimet reports were used to determine that on the average, 2.52 afa/acre of water had been historically consumed by the crops grown on the proposed dairy site. Based on the dairy worksheet (Attachment A), the dairy operation will require 247 afa. At a consumption rate of 2.52 afa/acre, 98 acres will need to be retired from irrigation.

Since ground water supplements surface water at the proposed dairy site, 1997 and 1998 power records were used to determine the extent of ground water production from the well (Attachment C1-4). These records indicated that at least 128 acres could have been

irrigated with only ground water at 1"/acre or 4.5 afa during the 1997 and 1998 irrigation seasons, which exceeds the 98 acres required for the dairy operation.

The dairy facilities will be located in the NE S13 and the dairy waste water will be land applied in S13 and the S1/2 S12. Michael Christensen currently owns the E1/2 of S13 and Herb Montierth owns the rest. Vanderstelt Dairy will purchase the property contingent on the approval of this transfer (see attachment E1-2).

RECOMMENDATIONS

Applicant listed .80 cfs for irrigation on Part 1B for water right 63-03142 which should be .67 cfs. The 2.76 cfs system capacity had been used in the calculations rather than the 2.63 cfs licensed amount. Volume amounts were also omitted water right 63-03142. Part 1B should be described as follows:

63-03142	1/7/1959	.67 cfs/639 afa	Irrigation	3/15-11/15
		1.96cfs/247 afa	Commercial	1/1-12/31
63-07083	4/11/1968	1.4 cfs/540 afa	Irrigation	3/15-11/15

Total amount of water being transferred 2.76 cfs (system Capacity) and/or 1426 afa.

Other than Part 1B, I feel sufficient information has been provided by the applicant to warrant approval of this transfer.

10/13

Page 1 of 8STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 5598APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1Name of applicant Michael Christensen Phone 495-2857Post Office address 8725 Bigfoot Rd. Melba, ID 83641

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 Applicant has sold the property to a dairy
contingent upon receipt of this transfer.

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>63-03142</u>	<u>1/7/1959</u>	<u>.80 cfs</u>	<u>irrigation</u>	<u>3/15 to 11/15</u>
		<u>1.96 cfs</u>	<u>commercial</u>	<u>01/01 to 12/31</u>
<u>63-07083</u>	<u>4/11/1968</u>	<u>2.40/540</u>	<u>irrigation</u>	<u>3/15 to 11/15</u>
				<u>to</u>

2. Total amount of water being transferred 1.96 cfs cubic feet per second and/or 246.6 acre-feet per annum.3. Source of water Groundwater tributary to _____

4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
	NE	NE		13	1N	3W	Canyon	irrigation well <u>Existing</u>
	NE	NE		13	1N	3W	Canyon	Dairy well <u>proposed</u>

5. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
1N	3W	13			31	31									40	07		33	142 (63-03)
		13			40	40													-98
		12																	
1N	3W	13									01			40		33	40	06	120 (63-07)

pg 3 of 8

WR0749NP
No. 63-03142

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 10/04/99
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	DRY LAKES FARMS INC. NANPA ID 83651	01/07/1959	IRRIGATION	00/00 00/00	2.630 CFS	
					TOTAL DIVERSION:	2.630 CFS

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion: T01N R03W S13 NENE CANYON County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE				
NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	SUM
T	R	S	: Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	: Lt Ac	Lt Ac	Lt Ac	Lt Ac	: Lt Ac	Lt Ac	Lt Ac	Lt Ac	: SUM
01N	03W	13	: 40	40	40	40	:	:	:	:	:	: 40	07	33	:	: 240.0
															TOTAL ACRES	240.0

Pou County: CANYON

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
63-07083

Other Water Rights Listing Overlapping Place(s) of use:
02-02172 63-07083 A02-02172

Dates:	App. Received:	Priority Date:	01/07/1959
	Proof Due Date:	Proof Made Date:	
	Exam Made Date:	Exam Sent to S.O.:	
	Licensed Date:	08/28/1979	

Misc: Water District Number: Field Exam Fee:

Audit: 05/06/85 05/01/88 CONVERT

pg 4 of 8

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	DRY LAKE FARMS INC. RT. 4 NANPA ID 83651	04/11/1968	IRRIGATION	03/15 11/15	2.400 CFS	540.00 AFA
				TOTAL DIVERSION:	2.400 CFS	540.00 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion: T01N R03W S13 NENE CANYON County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE										
				NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:			
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM
---	---	---	:	-----	-----	-----	-----	:	-----	-----	-----	-----	:	-----	-----	-----	-----	:	-----	-----	-----	-----	-----	:	-----	
01N	03W	13	:					:					:	01			40	:		33	40	06		:	120.0	
																							TOTAL ACRES	120.0		

Pou County: CANYON

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
63-03142

Other Water Rights Listing Overlapping Place(s) of use:
02-02172 02-02177 02-07010 63-03142 A02-02172

Conditions of Approval:

- 016 - See remarks for additional conditions of approval.
R32 - This right when combined with all other rights shall provide no
- more than .02 cfs per acre nor more than 4.5 afa per acre for
- irrigation of the lands above.

Remarks: GEN THIS RT. WHEN COMBINED WITH RT. 63-3142 SHALL NOT EXCEED 2.76 CFS

Dates: App. Received: Priority Date: 04/11/1968
Proof Due Date: Proof Made Date:
Exam Made Date: Exam Sent to S.O.:
Licensed Date: 04/08/1985

Misc: **Water District Number:** **Field Exam Fee:**

Audit: 09/11/85 05/01/88 CONVERT

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

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. _____ 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 _____ tributary to _____

4. Date or priority _____

5. Water is used for the following purpose:

amount _____ for _____ purposes from _____ to _____
(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 _____ cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

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

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	

Total acres _____

9. Describe any other water rights used for the same purpose as described above The E 1/2 of Section 13
is irrigated by these rights in conjunction with 02-02172

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 1.96/247 for commercial purposes from 01/01 to 12/31
 (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	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
	NE	NE		13	1N	3W	Canyon	Dairy Well

3. 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	
1N	3W	13	40	40	09	09													98

Total acres 98**C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)**

1. amount .80/180 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:

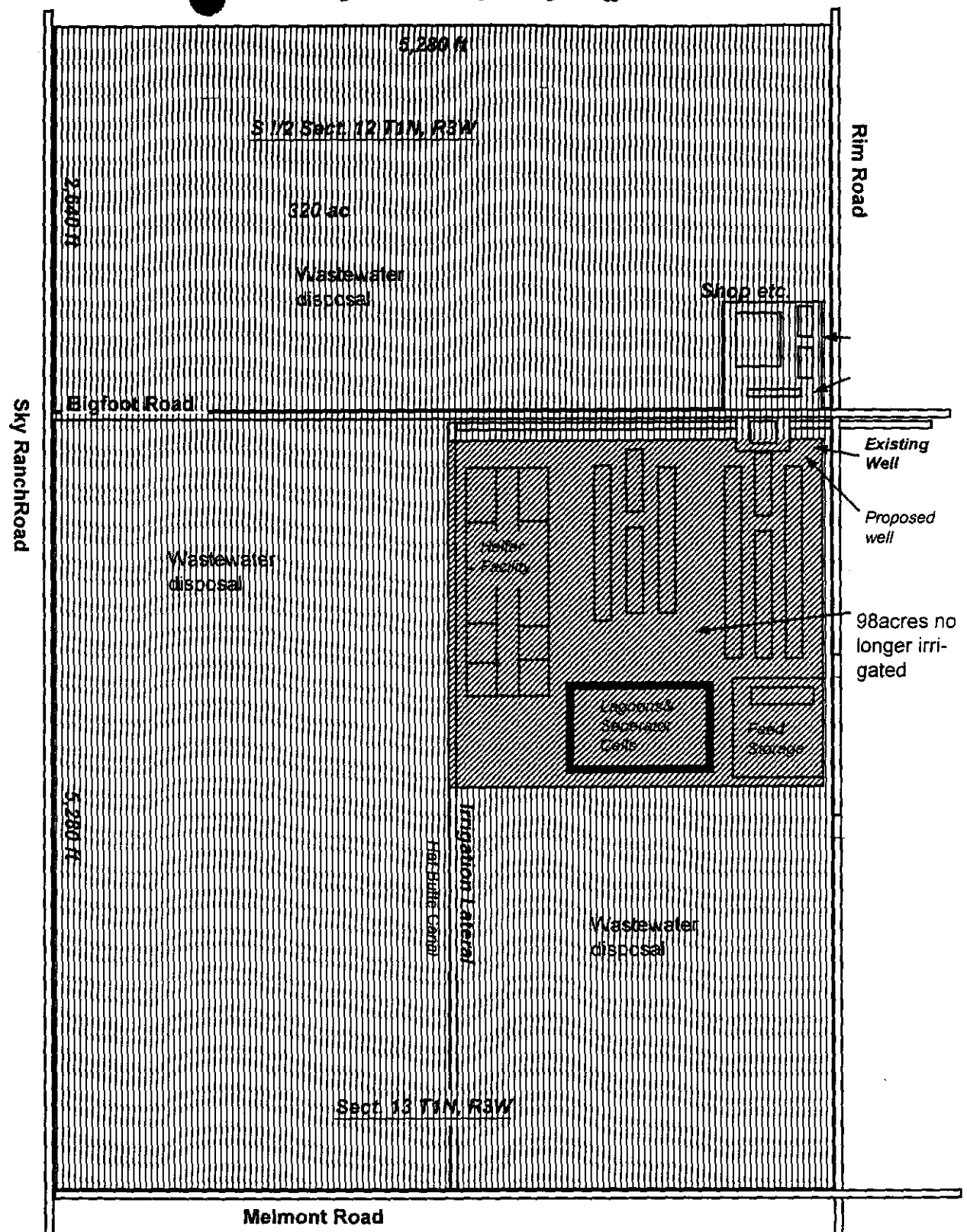
Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
	NE	NE		13	T1N	3W	Canyon	irrigation well

3. 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	
1N	3W	13			31	31									40	07		33	142

Total acres 142

Subject Property



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

1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
	Commercial	1.96/247	365	01/01 to 12/31
				to

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

Return flows will be treated and stored in lagoons and land applied during the growing season. See attached drawing for area.

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

No effect. There will be a net reduction in licensed consumptive use from 483 afa to 427.

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.

Michael Christensen
(Signature of Applicant)

Subscribed and sworn to before me this 13 day of Oct, 19 99.

James W. McManis
(Notary Public)

My commission expires 4-17-02

FOR DEPARTMENT USE ONLY

Transfer contains 8 pages and 5 attachments (A-E)

Received by DAN Date 10-13-99 Protest filed by _____

Prelim. check by Ly Fee \$100.00 WD25817

Receipted by _____ Date _____

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 _____

Drinking Water Estimates (see Table 1 & 2):

Item	Gals/Op	x's/day	Gals/day		
Bulk Tank	126	2	252		
Pipeline	140	4	560		
Backflush	0.5	2	3400		
Cleanup	1000	2	2000		
Cow Prep	0.25	2	1700		
Plate Cooler(ignore if recycled)					
Total Milk House and Parlor Water Used:			7912	2,887,880	8.86
Total Gals/Day				240328	
Total Fresh Water Diverted Annually (af/a consumptive use)					246.6
Acres to be taken out of production @	2.52	afa/acre			97.8

Crop history, 1997,1998,1999. Tract # 5306

Mike Christensen E 1/2 Sect. 13, T1N, R3W.

Source: FSA 578 "Report of Acreage" Crop years 97,98,99

Field	Acres	1997 Crop	%	1998 Crop	%	1999 Crop	%
1	21.79	Sugar Beets	7.3%	Alfalfa Seed	7.3%	Alfalfa Seed	7.3%
2	35.6	Potatoes	12.0%	Sugar Beets	12.0%	Corn silage	12.0%
3	26.7	Sugar Beets	9.0%	Alfalfa Seed	9.0%	Alfalfa Seed	9.0%
4	22.2	Sweetcorn Seed	7.5%	Corn Silage	7.5%	Alfalfa Seed	7.5%
5	38.2	Peppermint	12.9%	Peppermint	12.9%	Alfalfa Seed	12.9%
6	33.4	Peppermint	11.2%	Potatoes	11.2%	Sugar Beets	11.2%
7	12.5	Sweetcorn Seed	4.2%	Corn Silage	4.2%	Corn Silage	4.2%
8	24.6	Sweetcorn Seed	8.3%	Corn Silage	8.3%	Corn Silage	8.3%
9	82	Alfalfa Hay	27.6%	Alfalfa Hay	27.6%	Alfalfa Hay	27.6%
	297		100.0%		100%		100.0%

Crops Grown	97	98	99	Average % Grown	Average Acres/yr
Sugar Beets	16.3%	12.0%	11.2%	13.2%	39.16
Potatoes	12.0%	11.2%		7.7%	23.00
Peppermint	24.1%	12.9%		12.3%	36.60
Sweetcorn Seed	20.0%			6.7%	19.77
Alfalfa Hay	27.6%	27.6%	27.6%	27.6%	82.00
Alfalfa Seed		16.3%	36.7%	17.7%	52.43
Corn Silage		20.0%	24.5%	14.8%	44.00
	100.0%	100.0%	100.0%	100.0%	297

Crop History Evaluation for estimation of Diversion Volume and Consumptive Use

Allen and Brockway Data

Transfer No. Mike Christensen Transfer

By: Darwin Vander Stelt

Date: 10/12/99

Allen and Brockway report site: Caldwell

Year	Crop	Acres	Method	App. Eff. %**	IR for Crop mm/season	Crop Div Vol AF/Ann	Crop CU AF/Ann
5 Yr.	Sugar Beets	39.16	sprinkler	70%	826	151.62	106.13
Avg	Potatoes	23.00	sprinkler	70%	708	76.32	53.43
	Peppermint*	36.60	sprinkler	70%	678	116.30	81.41
	Sweetcorn Seed	19.77	gravity	50%	565	73.28	36.64
	Alfalfa Hay	82.00	sprinkler	70%	936	359.73	251.81
	Alfalfa Seed	52.43	gravity	50%	707	243.24	121.62
	Corn Silage	44.00	gravity	50%	678	195.75	97.87
Totals		297				1216	748.92

Summary for 5 year period:

Average Acres Irrigated	297	Acres	Average Diversion Vol/acre	4.10
Total Diversion	1216	AF/ann	Average Consumptive Use/acre	2.53
Total Consumptive Use	749	AF/ann		

* Peppermint CU estimated from Agrimet data

**Application efficiency is quite high because the farm recovers and recycles all the waste water generated.

Crop History Evaluation for estimation of Diversion Volume and Consumptive Use

Agrimet Data

Transfer No. **Mike Christensen Transfer**

By: **Darwin Vander Stelt**

Date: **10/12/99**

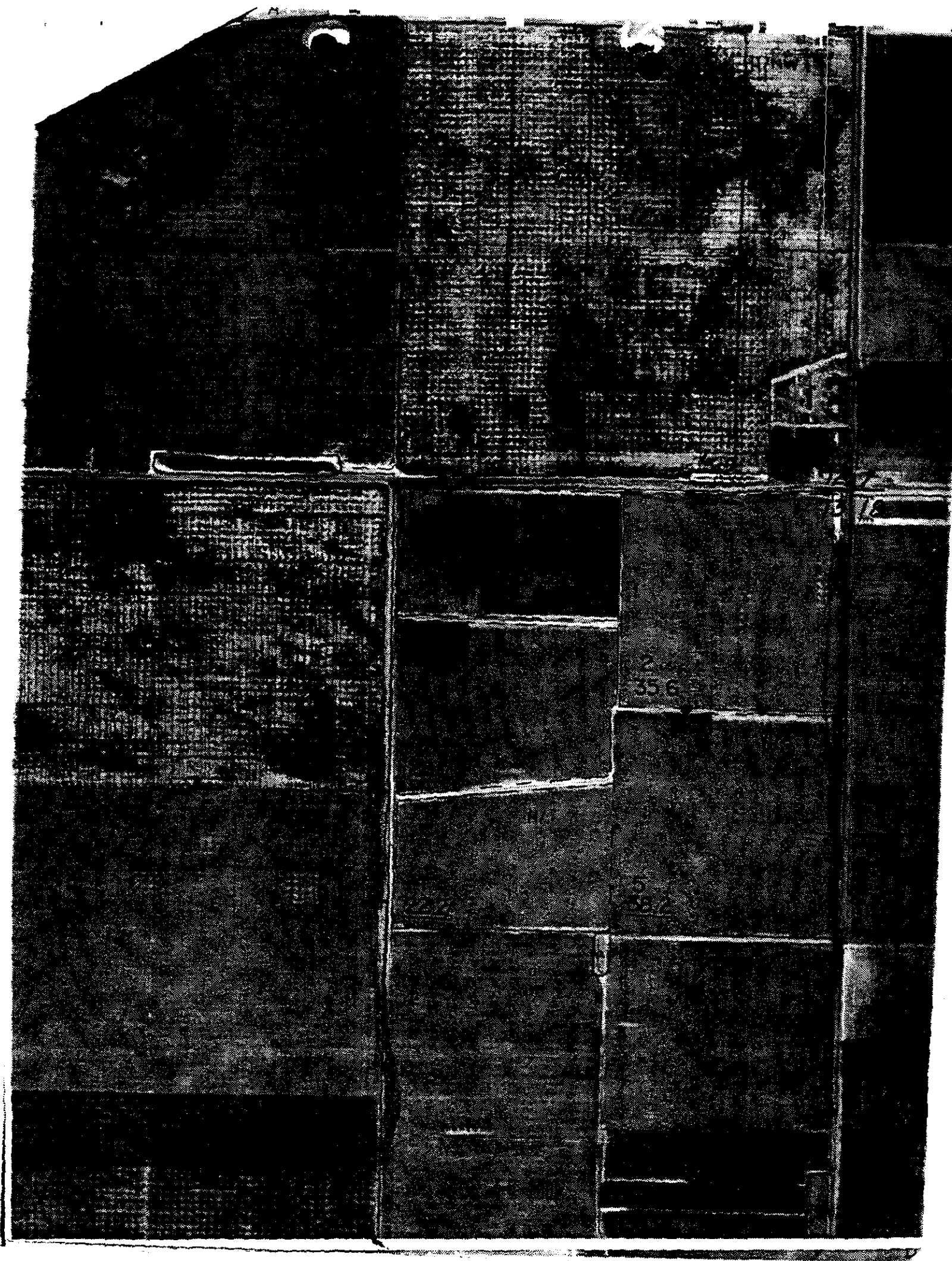
Agrimet report site:

Parma

Year	Crop	Acres	Method	App. Eff. %	IR for Crop inch/season	Crop Div Vol AF/Ann	Crop CU AF/Ann
5 Yr.	Sugar Beets	39.16	sprinkler	70%	31.8	148.26	103.78
Avg	Potatoes	23.00	sprinkler	70%	25.6	70.10	49.07
	Peppermint	36.60	sprinkler	70%	24.7	107.62	75.34
	Sweetcorn Seed	19.77	gravity	50%	21.2	69.84	34.92
	Alfalfa Hay	82.00	sprinkler	70%	38.8	378.76	265.13
	Alfalfa Seed	52.43	gravity	50%	38.8	339.07	169.53
	Corn Silage	44.00	gravity	50%	25.7	188.47	94.23
Totals		297				1302	792.01

Summary for 5 year period:

Average Acres Irrigated	297	Acres	Average Diversion Vol/acre	4.38
Total Diversion	1302	AF/ann	Average Consumptive Use/acre	2.67
Total Consumptive Use	792	AF/ann		



NAPP 10027-426

T 5306

N/

6
33.4

9
82 02

N/NW

T 3424

SEE

N-16

MICROMETER

02-01-91)

REPORT OF ACREAGE

PROGRAM YEAR 1997

FARM NUMBER: 6041

FARM AND TRACT DETAIL LISTING

DATE: 09-30-99

Operator Name and Address ID
 MICHAEL CHRISTENSEN 6505
 8725 BIG FOOT RD
 MELBA, ID 83641-5003

Original: _____
 Revision: _____
 Cropland: 972.6
 Farmland: 1,040.0

Tract Number	Field Num ID	Irr Prc	Crop	Var/ Type	Int Use	Lnd Use	Reported Acreage	Determined Acreage	G/ M	Crop Stat	PltPr FCIC	Prod Share	Prod ID
3661	1	Ir	GRASS	OTH	Graze		4.50			I		1.0000	6505
	2	Ir	SWCRN	SHY	Seed	F FAV	5.90			I		1.0000	6505
	3	Ir	SWCRN	SHY	Seed	F FAV	8.50			I		1.0000	6505
	4	Ir	PEPMT		Oil		20.00			I		1.0000	6505
	5A	Ir	FALOW				3.00			I		1.0000	6505
	5B	Ir	SWCRN	SHY	Seed	F FAV	22.00			I		1.0000	6505
	5C	Ir	ONION	HYB	Seed	F FAV	6.60			I		1.0000	6505
			Crop FALOW PEPMT	Nirr 3.0 20.0	Irr	Crop GRASS	Nirr 4.5		Irr	Crop OFAV		Nirr 43.0	Irr

Photo Number/Legal Description: *P15 15 1 2

Cropland: 70.5 Reported: 70.5 Difference: .0 Reported D,B,S,R,A: .0

3798	1	Ir	ALFAL		Hay		78.60			I		.5000 .5000	6505 1445
	2	Ir	SBEET		Proces		75.40			I		.7500 .2500	6505 1445
	3	Ir	WHEAT	SWW	Grain		59.10			I		.6667 .3333	6505 1445
	4	Ir	CORN	SLG	Silage		70.50			I		.7000 .3000	6505 1445
	5	Ir	PEPMT		Oil		38.80			I		1.0000	6505
	9	Ir	PEPMT		Oil		38.50			I		1.0000	6505
	8	Ir	PEPMT		Oil		75.10			I		1.0000	6505
	7	Ir	PEPMT		Oil		92.50			I		1.0000	6505
	6	Ir	PTATO	GRB	Proces	F FAV	76.70			I		.7500 .2500	6505 1445
			Crop ALFAL PEPMT	Nirr 78.6 244.9	Irr	Crop CORN SBEET	Nirr 75.4		Irr 70.5	Crop OFAV WHEAT		Nirr 76.7	Irr 59.1

Photo Number/Legal Description: *N15/16 18 1 2

Cropland: 605.2 Reported: 605.2 Difference: .0 Reported D,B,S,R,A: .0

5306	1	Ir	SBEET		Proces		21.70			I		1.0000	6505
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MICROFILMED

PAGE 1

JUL 18 1999

578(02-01-91)

REPORT OF ACREAGE

PROGRAM YEAR 1997

FARM NUMBER: 6041

FARM AND TRACT DETAIL LISTING

DATE: 09-30-99

Tract Number	Field Num ID	Irr Prc	Crop	Var/ Type	Int Use	Lnd Use	Reported Acreage	Determined Acreage	O/ M	Crop Stat	PltPr FCIC	Prod Share	Prod ID			
5306	2	Ir	PTATO	GRA	Proces	F FAV	35.60			I		1.0000	6505			
	3	Ir	SBEET		Proces		26.70			I		1.0000	6505			
	4	Ir	SWCRN	SHY	Seed	F FAV	22.20			I		1.0000	6505			
	5A	Ir	PEPMT		Oil		20.20			I		1.0000	6505			
	5B	Ir	PEPMT		Oil		18.00			I		1.0000	5032			
	6	Ir	PEPMT		Oil		33.40			I		1.0000	6505			
	7	Ir	SWCRN	SHY	Seed	F FAV	12.50			I		1.0000	6505			
	8	Ir	SWCRN	SHY	Seed	F FAV	24.60			I		1.0000	6505			
	9	Ir	ALFAL		Hay		82.00			I		1.0000	6505			
			Crop ALFAL SBEET		Nirr 82.0 48.4	Irr		Crop OFAV		Nirr 94.9	Irr		Crop PEPMT		Nirr 71.6	Irr

Photo Number/Legal Description: *M15-M16 12-13 1 3

Cropland: 296.9 Reported: 296.9 Difference: .0 Reported D,B,S,R,A: .0

MICROFILMED

PAGE 2

JUL 16 1999

-578(Producer Print)

REPORT OF ACREAGE

PROGRAM YEAR 1998

DATE: 09-30-1999

Farm Number	Tract Number	Field Num ID	Irr Prc	Crop	Var/ Type	Int Use	Reported Acreage	Determined Acreage	Planting Date	Prod Share	Prod Name
6041	3661	3	Ir	PTATO	GRA	Fresh	8.50			1.0000	MICHAEL CHRISTENSEN
		4	Ir	SWCRN	SHY	Seed	20.00			1.0000	MICHAEL CHRISTENSEN
		5A	Ir	WHEAT	SWW	Grain	20.00			1.0000	MICHAEL CHRISTENSEN
		5C	Ir	GRASS	OTH	Graze	5.60			1.0000	MICHAEL CHRISTENSEN
	3798	1	Ir	ALFAL		Hay	78.60			.6667 .3333	MICHAEL CHRISTENSEN JOHN F ALSIP III
		2	Ir	SBEET		Proces	75.40			.6667 .3333	MICHAEL CHRISTENSEN JOHN F ALSIP III
		3	Ir	PTATO	GRA	Fresh	59.10			.6667 .3333	MICHAEL CHRISTENSEN JOHN F ALSIP III
		4	Ir	WHEAT	SWW	Grain	70.50			.6667 .3333	MICHAEL CHRISTENSEN JOHN F ALSIP III
		5	Ir	CORN	GRN	Grain	38.80			.6667 .3333	MICHAEL CHRISTENSEN JOHN F ALSIP III
		6	Ir	SBEET		Proces	76.70			.6667 .3333	MICHAEL CHRISTENSEN JOHN F ALSIP III
		7A	Ir	PTATO	GRA	Fresh	15.90			.6667 .3333	MICHAEL CHRISTENSEN JOHN F ALSIP III
		7B	Ir	PEPNT		Oil	76.60			.6667 .3333	MICHAEL CHRISTENSEN JOHN F ALSIP III
		8	Ir	PEPNT		Oil	75.10			.6667 .3333	MICHAEL CHRISTENSEN JOHN F ALSIP III
		9	Ir	CORN	SLG	Silage	38.50			.6667 .3333	MICHAEL CHRISTENSEN JOHN F ALSIP III
	5306	1	Ir	ALFAL		Seed	21.70			1.0000	MICHAEL CHRISTENSEN
		3	Ir	ALFAL		Seed	26.70			1.0000	MICHAEL CHRISTENSEN
		2	Ir	SBEET		Proces	35.60			1.0000	MICHAEL CHRISTENSEN
		4	Ir	CORN	SLG	Silage	22.20			1.0000	MICHAEL CHRISTENSEN
		5A	Ir	PEPNT		Oil	15.00			1.0000	MICHAEL CHRISTENSEN
		5B	Ir	SWCRN	SHY	Seed	23.20			1.0000	MICHAEL CHRISTENSEN
		6	Ir	PTATO	GRB	Fresh	33.40	33.40		1.0000	MICHAEL CHRISTENSEN
		7	Ir	CORN	SLG	Silage	12.50			1.0000	MICHAEL CHRISTENSEN
		8	Ir	CORN	SLG	Silage	24.60	24.60		1.0000	MICHAEL CHRISTENSEN
		9	Ir	ALFAL		Hay	82.00	82.00		1.0000	MICHAEL CHRISTENSEN

PRODUCER'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.

Producer's Signature

Date

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

a (Producer Print)

REPORT OF ACREAGE

PROGRAM YEAR 1999

DATE: 09-30-1999

Farm Number	Tract Number	Field Num ID	Irr Prc	Crop	Var/ Type	Int Use	Reported Acreage	Determined Acreage	Planting Date	Prod Share	Prod Name
6041	3661	2	Ir	BEANS	GTN	Seed	5.90	5.90		1.0000	MICHAEL CHRISTENSEN
		3798	1	Ir	ALFAL	Hay	78.60	78.60		.5000 .5000	MICHAEL CHRISTENSEN JOHN F ALSIP III
		2	Ir	PEPMT		Oil	75.40	75.40		1.0000	MICHAEL CHRISTENSEN
		3	Ir	SBEET		Proces	59.10	59.10		.7500 .2500	MICHAEL CHRISTENSEN JOHN F ALSIP III
		4	Ir	CORN		Silage	70.50	70.50		.7000 .3000	MICHAEL CHRISTENSEN JOHN F ALSIP III
		5	Ir	PTATO	WHT	Fresh	38.80	38.80		.7500 .2500	MICHAEL CHRISTENSEN JOHN F ALSIP III
		9	Ir	PTATO	WHT	Fresh	38.50	38.50		.7500 .2500	MICHAEL CHRISTENSEN JOHN F ALSIP III
		6	Ir	PEPMT		Oil	75.10	75.10		1.0000	MICHAEL CHRISTENSEN
		7	Ir	PTATO	RUS	Fresh	92.50	92.50		.7500 .2500	MICHAEL CHRISTENSEN JOHN F ALSIP III
		6	Ir	CORN		Silage	76.70	76.70		.7000 .3000	MICHAEL CHRISTENSEN JOHN F ALSIP III
	5306	1	Ir	ALFAL		Seed	21.70	21.70		1.0000	MICHAEL CHRISTENSEN
		2	Ir	CORN		Grain	35.60	35.60		1.0000	MICHAEL CHRISTENSEN
		3	Ir	ALFAL		Seed	26.70	26.70		1.0000	MICHAEL CHRISTENSEN
		4	Ir	ALFAL		Seed	22.20	22.20		1.0000	MICHAEL CHRISTENSEN
		5	Ir	ALFAL		Seed	38.20	38.20		1.0000	MICHAEL CHRISTENSEN
		6	Ir	SBEET		Proces	33.40	33.40		1.0000	MICHAEL CHRISTENSEN
		7	Ir	CORN		Silage	12.50	12.50		1.0000	MICHAEL CHRISTENSEN
		8	Ir	CORN		Silage	24.60	24.60		1.0000	MICHAEL CHRISTENSEN
		9	Ir	ALFAL		Hay	82.00	82.00		1.0000	MICHAEL CHRISTENSEN
7102	3727	1A	Ir	PEPMT		Oil	80.00			1.0000	MICHAEL CHRISTENSEN
7104	3729	1C	Ir	PTATO	RUS	Proces	74.00	74.00		.7500 .2500	MICHAEL CHRISTENSEN CLEO MILLER

PRODUCER'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.

Producer's Signature

Date

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.

Groundwater Measurement

Theoretical Rate of Flow: $Q = ((8.8) * (HP) * (EFF))/TDH$

Where,

Q = flow in CFS

HP= Total Brake HP of pump including booster

EFF= pump efficiency (assume 70%)

TDH= Total dynamic Head = (Lift)+(PSI * 2.31)

Lift= Depth to water in feet

PSI = discharge pressure near the pump.

Variables

Plate	Peak KWH	Calculated	
150	121	162.14	108%
70%			
260		306.200	
20			

Theoretical Q =

3.26	CFS
1464	GPM
2.76	CFS
1239	GPM

Maximum diversion Rate =
(from water Right)

(remark on profile report for 63-07083)

Data Sources:

Number to use on this application:

Q = 2.76 CFS
1239 GPM

Lift From:

measurement
owner
area estimate
well logs

X

PSI from:

measurement
owner
estimate
owner gage

X

Notes on Pump

Motor make etc.
Pump make etc.

Determination of Power Consumption Coefficient

Power Consumption Coefficient (PCC) = $(KW*5431)/GPM$

PCC Cond. #1 121 (KW) X 5431 / 1239 (gpm)=

PCC
530.49 (kWh/ac.ft)

Actual KWH used: $\frac{1997}{305280} \frac{1998}{234360}$ (see attached power consumption records)

Acre- Feet pumped: 575 442

divide higher by 4.5 = 128 total acres

305280 = 575

530.49

234360 /

530.49 = 442

The well has irrigated more acres than dairy will remove from crop production.

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Organize Go To Exit
~~ORGANIZATION~~

1:37:30 pm

NO
HORTACTNO
AREA
HOUSENO
RC
T_PFX
TREET
T_SFX
OLE_NO
ITY
T
IP
IP_F
TRNO
TR_MFG
SOR
TR_HP
O_MTR
TR_HP2
Edit

11320170632
1132017063
120
*

0396 HP 150

MELBA
ID
83641

64724588

G

W

15000

1

0

!wa:[rloveall.db4]IPCO_98

!Rec 9481/18049

!File !

!

MICROFILM

APR 1 1988

Organize Go To Exit

1:44:40 pm

W_JAN97	0
W_FEB97	0
W_MAR	0
W_APR	116
W_MAY	118
W_JUN	115
W_JUL	117
E_AUG	117
W_SEP	118
W_OCT97	305280
OT_KWH	935
OT_KW	

dit !wa:[rloveall.db4]IPCO_97 !Rec 9457/17817 !File !

MICROFILMED

SEP 13 1982

1:37:30 pm

Organize	Go To	Exit
0		
0		
0		
0		
0		
110		
108		
111		
115		
113		
124		
234360		
790		

Edit !wa:[rloveall.db4]IPCO_98 !Rec 9481/18049 !File !

MICROFILMED

APR 23 1998

**HAT BUTTE MUTUAL CANAL CO.
COST ANALYSIS FOR 1998
INCLUDING LAST 5 YEARS**

	1998	1997	1996	1995	1994
	ACRE FT OF	ACRE FT OF	ACRE FT OF	ACRE FT OF	ACRE FT OF
	WATER	WATER	WATER	WATER	WATER
MONTIERTH	1258.37	1426.02	1405.03	1482.88	1507.72
CHRISTENSEN	212.99	310.21	268.00	238.15	212.99

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APR 23 2000

ATTACHMENT D

**Clarence Vander Stelt
and Sons Dairy**

Nutrient Management Plan

December 31, 1999

Nutrient Management Plan Prepared For:

Larry, Steve, and Katherine Vander Stelt, Partners

T1 N, R. 3 W, Sect. 12 & 13

Melba, Idaho, 83634

Certified Planner: Darwin Vander Stelt

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1999 12 31

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Producer Summary

Facility Summary

The Vander Stelt Dairy will be constructed on a 957 acre site in Melba, Idaho. At full development the dairy will milk 3400 cows and will also maintain 600 mature dry cows. All mature cows will be housed in free stall barns with attached corrals. Approximately 765 acres of cropland are available for the land application of waste.

Resource Concerns

The Vander Stelt Dairy is located in the hydrologic unit code 17050103 in the Southwest Idaho watershed basin. This area is not water quality limited.

The dairy site is located on a 320 acre portion of the farm which drains to a single large collection basin, with overflow flooding onto the highway and surrounding fields. Because the basin is of adequate size to prevent runoff from a five year winter or a 25 year, 24 hour storm, groundwater is the primary resource concern on that portion of the farm.

The remainder of the farm may experience runoff in severe weather or if over-irrigated and consequently, surface runoff is the primary resource concern on those portions. Depth to groundwater is greater than 6' on all of the property, and there is no flooding. The secondary environmental concern on these portions of the farm is from nutrients found in dairy waste leaching to groundwater. Although nitrogen and phosphorus are the nutrients of immediate concern in this plan, repeated land applications of animal waste will elevate potassium and salt concentrations that may create a nutrient imbalance. Once a critical level is reached, this nutrient imbalance will reduce crop yields and adversely impact agricultural sustainability.

Land application rates were designed on the basis of crop phosphorus uptake on all fields. University of Idaho guidelines for nitrogen and potassium fertilization are recommended on all fields because groundwater is deeper than five feet from the surface.

Nutrient Management Plan Requirements

- Liquid wastes will be applied as appropriate to Fields 1-8. Total acreage available for land application of liquid wastes will be 765 acres. Waste will be applied through "big gun" type sprinklers positioned on the top of the linear move sprinkler systems and in addition, through wheel lines and by gravity irrigation. Liquid waste will be applied to corn or some other non-legume crop, beginning in the spring, and will continue until the lagoon is empty.
- Solid wastes will be applied in the spring and fall, at agronomic rates (after accounting for planned liquid waste applications), to land going into corn or another non-legume crop. Land applied manure will be incorporated through fall plowing or disking as soon as possible after spreading. **Ninety seven** percent of the total solid waste will be exported off of the facility. The producer will keep load tickets to verify movement of solids off of the facility.
- Nutrient application rates developed in Appendix D are based on crop uptake levels of phosphorus and are approximately as follows:

Field No	Type Waste			
	Liquid	% of Lagoon	Solid	loads/ac (Solid)
1	'04, '05, '06	43%		
2	'04, '05, '06	45%		
3	01, '02, '03	26%	04	2.1
4	01, '02, '03	55%	02	0.8
6	01, '02, '03	13%		
7	'04, '05, '06	12%	'04, '05, '06	2.1
8	'01, '02, '03	7%		

See Appendix D.

- Spring soil tests must be taken to ascertain the nitrogen and potassium requirements of each particular crop.

Waste handling System Requirements

- Install and use a good mechanical separator in conjunction with the 4 settling cells to obtain the 68 % separation efficiency used in this plan.
- Excavate a lagoon with at least 3,500,000 cubic feet of storage to store effluent and run off for 180 days, as per IDA standards. (see Appendix C)
- The irrigation wastewater return pond should be inspected to meet Idaho Waste Management Guidelines for the Confined Feeding Operations lagoon specification. If liquid waste were to be stored in the pond, it would be considered a discharge unless the structure met these construction specifications.

Irrigation System Requirements

- The lagoon will be emptied during the growing season, starting with the first irrigation and ending with the last irrigation, with no effluent application through the winter season. Irrigation times should be adjusted so that each field receives uniform coverage with nutrients.
- Apply water or liquid waste at a rate that is consistent with the infiltration rate and available water holding capacity of the soil. Avoid applying liquids at a rate that will bring the soil to its maximum available water holding capacity. This will prevent run-off and groundwater contamination.

Facility Testing Requirements

- Regulatory soil samples will be required from each field every three years. These samples must be taken from the 0- 12" zone for all fields having a surface runoff concern, and from 12" to 24" on all fields having a groundwater concern. The samples will be reviewed for phosphorus levels and compared with previous test data. These tests will indicate compliance with the nutrient management plan and the adequacy of the plan. Regulatory soil testing will be conducted every three years starting in 2001.

Storage and Handling Plan Recommendations

- Weed control along the top and inside surface of the lagoon will help control plugging problems associated with pumping lagoon water through sprinklers.

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2001 11 13

- Continual inspection and maintenance of waste handling facilities and equipment will prevent unwarranted waste discharges into surface water and groundwater.

Nutrient Management Plan Recommendations

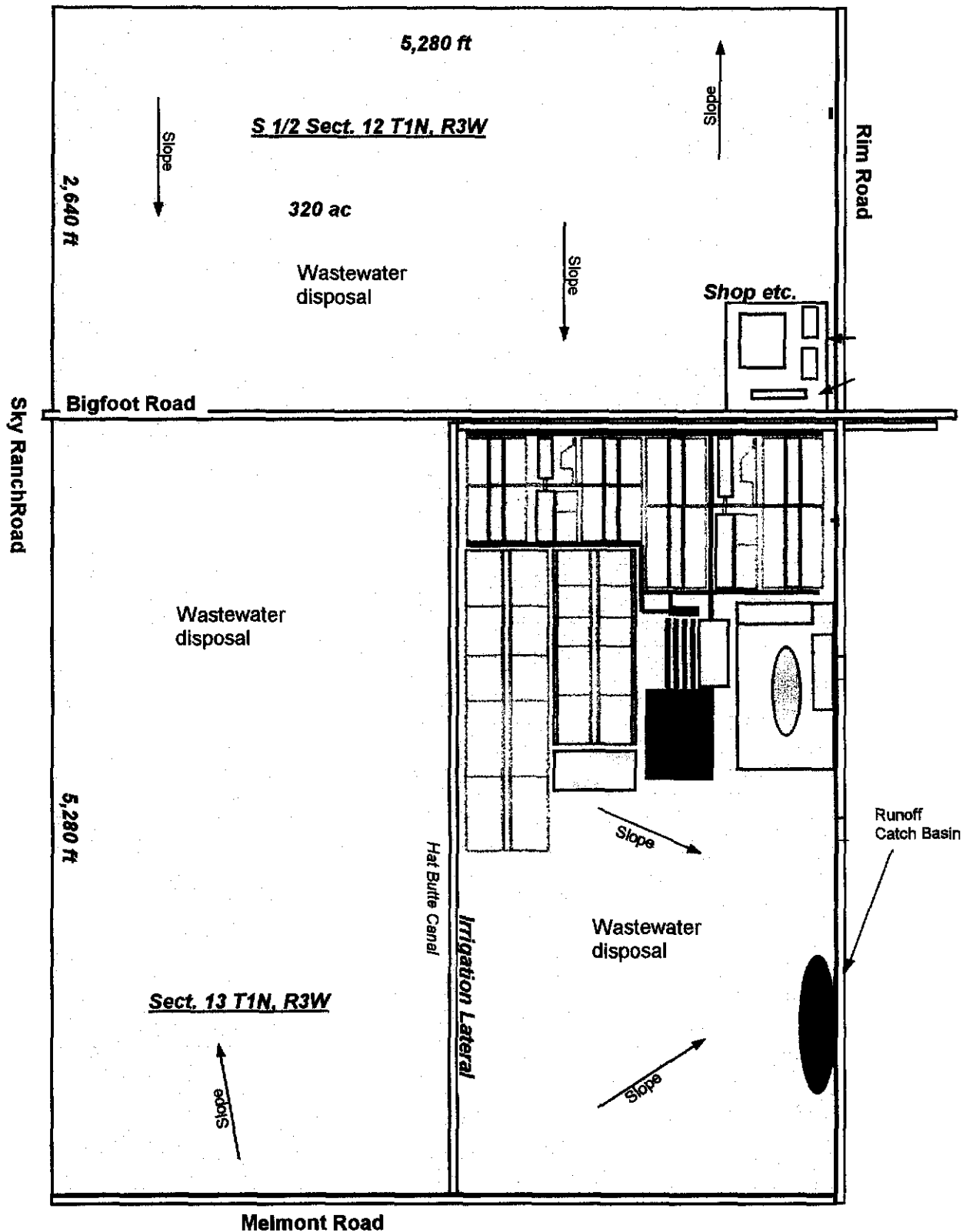
- Set realistic crop yield goals in order to provide an accurate account of the plant nutrient needs.
- Weigh crops so that accurate yield data can be acquired.
- Test hay, silage, manure, and lagoon water for concentrations of N,P, and K. Use this data to fine tune the nutrient management plan..
- Nitrification inhibitors in liquid-manure injection systems can decrease N losses in coarse-textured soils all year long, in all soils during fall and summer, and in fine or medium textured soils with high water-tables during winter and spring.
- Apply N so that it is available during peak plant demand.
- Apply fertilizer to cool season crops in the spring rather than the previous fall. This will prevent fertilizer leaching through the soil profile and provide the crop with the necessary levels of nutrients.
- Use split or multiple fertilizer applications in order to provide the crop with a preplant treatment and the needed nutrient levels throughout the growing season till the point of major nutrient uptake.
- For each field, keep a record of manure and chemical fertilizer applications.

Irrigation Management Plan Recommendation

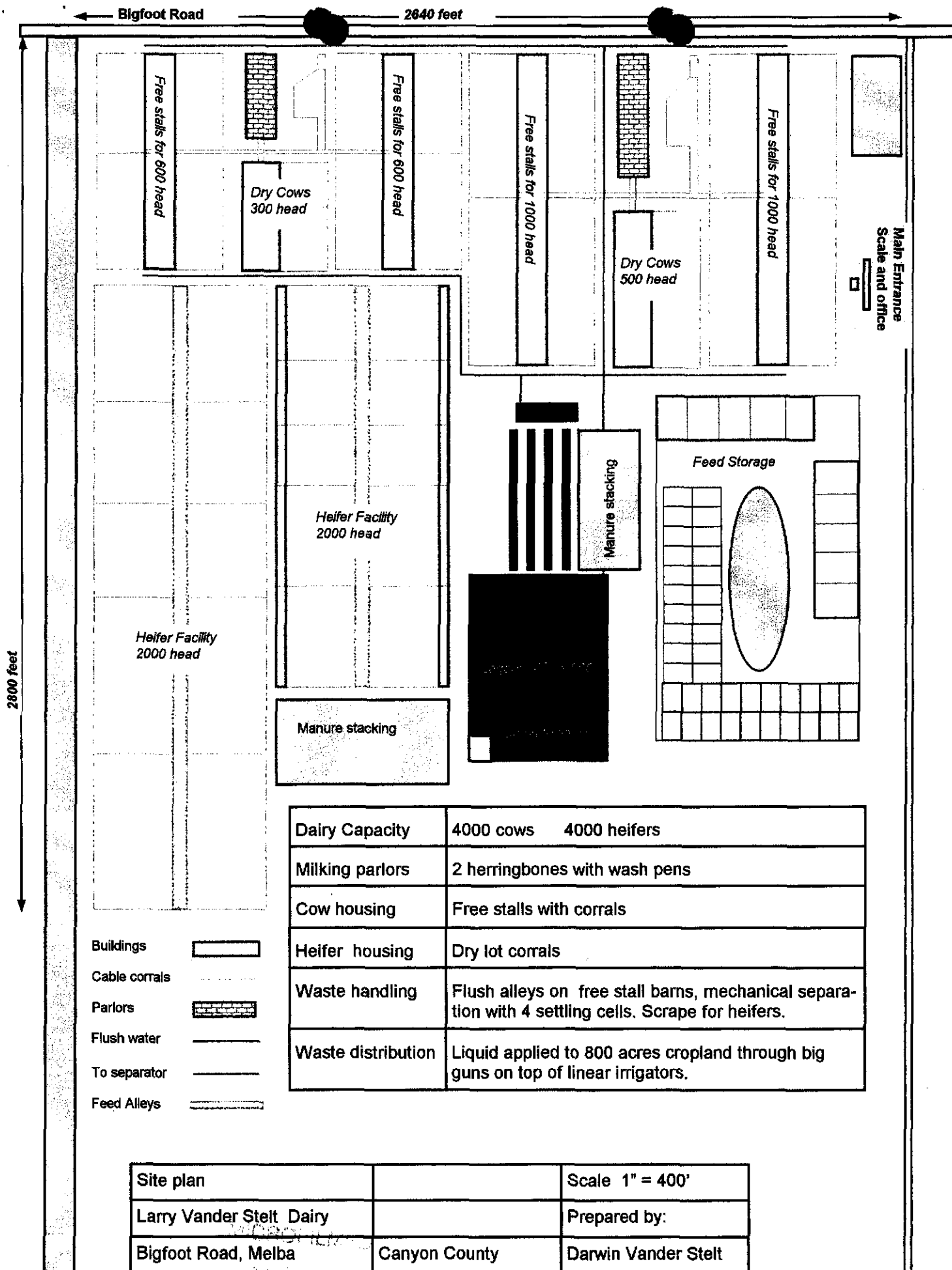
- Irrigate fields efficiently to meet crop needs and the available water holding capacity of the soil. This will prevent the movement of nitrogen through the soil profile to groundwater caused by over irrigation.
- A soil moisture monitoring device should be utilized to help determine irrigation scheduling to meet crop demands.
- See Appendix F for specific irrigation recommendations.

Slope →

Site Plan



Site plan		Scale 1" = 1000'
Clarence Vander Stelt and Sons		Prepared by:
Bigfoot Road, Melba	Canyon County	Darwin Vander Stelt



Analysis of Nutrient Management Practices

Facility Description

The Vander Stelt Dairy will be constructed on a 960 acre site in Melba, Idaho. Approximately 765 acres of cropland will be available for the land application of waste.

The purpose of this nutrient management plan is to inform the producer and others of the value of animal waste and to certify that nutrients are utilized in an appropriate way which will not adversely impact surface or groundwater.

The Vander Stelt Dairy will milk 3400 Holstein cows, all housed in free stall barns with attached corrals. The dairy will also maintain 600 mature dry cows and approximately 4000 head of replacement heifers. The dry cows will be housed in free stalls with corrals while the heifers will be housed in open corrals.

The herd will be milked 2 times a day in two herringbone milking parlors. The milk tanks will be emptied as required, and cleaned with an automatic cleaning device. The dairy will use a wash pen for approximately 300 days per year, and will use lagoon water to flush the free stall barns. As a result, about 85% of the solids generated from the milking herd, and 85% of the dry cow manure, will enter the separation system. Ultimately 18% of the total manure produced will enter the lagoon.

The dairy owns 765.6 acres of irrigated cropland which is all in the same crop rotation. The rotation consists of 3 years of corn followed by 3 years of alfalfa hay. The corn is double cropped with triticale.

Resource Concerns

The Vander Stelt Dairy is located in the hydrologic unit code 17050103 in the Southwest Idaho watershed basin.

The dairy site is located on a 320 acre portion of the farm which drains to a single large collection basin, with overflow flooding onto the highway and surrounding fields. Because the basin is of adequate size to prevent runoff from a five year winter or a 25 year, 24 hour storm, groundwater is the primary resource concern on that portion of the farm.

The remainder of the farm may experience runoff in severe weather or if over-irrigated and consequently surface runoff is the primary resource concern on those portions. Depth to groundwater is greater than 6' on all of the property, and there is no flooding. The secondary environmental concern on these portions of the farm is from nutrients found in dairy waste leaching to groundwater. Although nitrogen and phosphorus are the nutrients of immediate concern in this plan, repeated land applications of animal waste will elevate potassium and salt concentrations that may create a nutrient imbalance. Once a critical level is reached, this nutrient imbalance will reduce crop yields and adversely impact agricultural sustainability.

Land application rates were designed on the basis of crop phosphorus uptake on all fields. University of Idaho guidelines for nitrogen and potassium fertilization are recommended on all fields because groundwater is deeper than five feet from the surface.

This nutrient imbalance will adversely impact agricultural sustainability once a critical level is reached.

Waste Storage and Handling

Solid waste and bedding deposited in the corrals will be piled and stored in the corrals. It is estimated that 2000 tons of straw will be used yearly for bedding purposes. Composted solids from the manure separator will be used for bedding the free stalls. Manure will be transported from the corrals and from the solids stacking areas in spreader trucks and applied to either owned or third party cropland. Manure deposited in the milking parlor, wash pen, or free stall barns will be flushed into the separation system. Solids from the mechanical separator will be stored and composted on the stacking area east of the separation cells. Solid waste from the separation cells will either be applied directly to the fields or trucked to the area west of the lagoon. Application rates for solid waste applied to owned ground are found in Appendix D. Waste agreements and a list of third party land application sites is found in Appendix B.

Wastewater from the parlor will be transported by gravity through a 12" PVC pipe into a holding tank and from there pumped through a mechanical separation device. Water then will flow by gravity into large earthen separation cells, 450' x 28' x 10' deep. The cells will be divided such that the first 300' is the "primary" separator. A drawing of the separator along with tables showing hold times appears in Appendix C. Water will be moved to a new set of cells when the primary cell is full of solids, or every 30 days. Solids will be regularly removed from these cells and either spread directly on cropland or piled in one of the manure storage areas. Water which escapes from the cell will flow by gravity into the lagoon. The lagoon is 450' X 600' X 14' deep, holding 3,461,000 cu. ft.. Liquid waste is pumped to the linear irrigators, to be spread on the fields.

The calculations for the required 180 day storage for liquid wastes is found in Appendix C. The lagoon and the runoff basin will be of more than adequate size to contain 180-days liquid storage and runoff.

Table 1 shows the total amount of nutrients which will be produced on the facility.

Table 1. Nutrients Produced

Description	Volume cu.ft	N lbs/yr	P lbs/yr	K lbs/yr	Tons Solid
Lagoon	5,187,825	84,282	35,945	137,002	
Solid Waste	3,332,112	324,151	137,407	613,890	66,642
Total Nutrients Produced	8,519,937	408,433	173,352	750,892	
<i>Deduct: Nutrients exported</i>	<i>3,238,356</i>	<i>315,030</i>	<i>133,541</i>	<i>596,617</i>	<i>64,767</i>
Total Nutrients for Land Application	5,281,581	93,403	39,811	154,275	1,875

See Appendix A

Raw data used to calculate the information illustrated in Table 1 is found in Appendix A. As shown in Table 1, 77% of the total nitrogen, phosphorus and potassium produced are exported off of this facility in solid form.

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Liquid waste will be applied to Fields 1-8 through the linear irrigation systems or through wheelines, or by gravity through cement ditches. Additional applications of chemical Nitrogen and Potassium will be made in accordance with University of Idaho guidelines. Fields 1-8 will receive only liquid manure, as per nutrient budgets to be prepared each year in accordance with the general outlines of this plan. Application of all the lagoon effluent will be the first priority, with applications of solid manure in amounts dependent upon the specific crop and the amount of double cropping actually taking place in a given year.

When applying manure in the fall and winter, it is recommended that it not be applied when soil temperatures are greater than 50° F. At lower temperatures, the conversion of ammonium-N to nitrate-N is significantly reduced. Incorporating manure as soon as possible by plowing or disking is recommended.

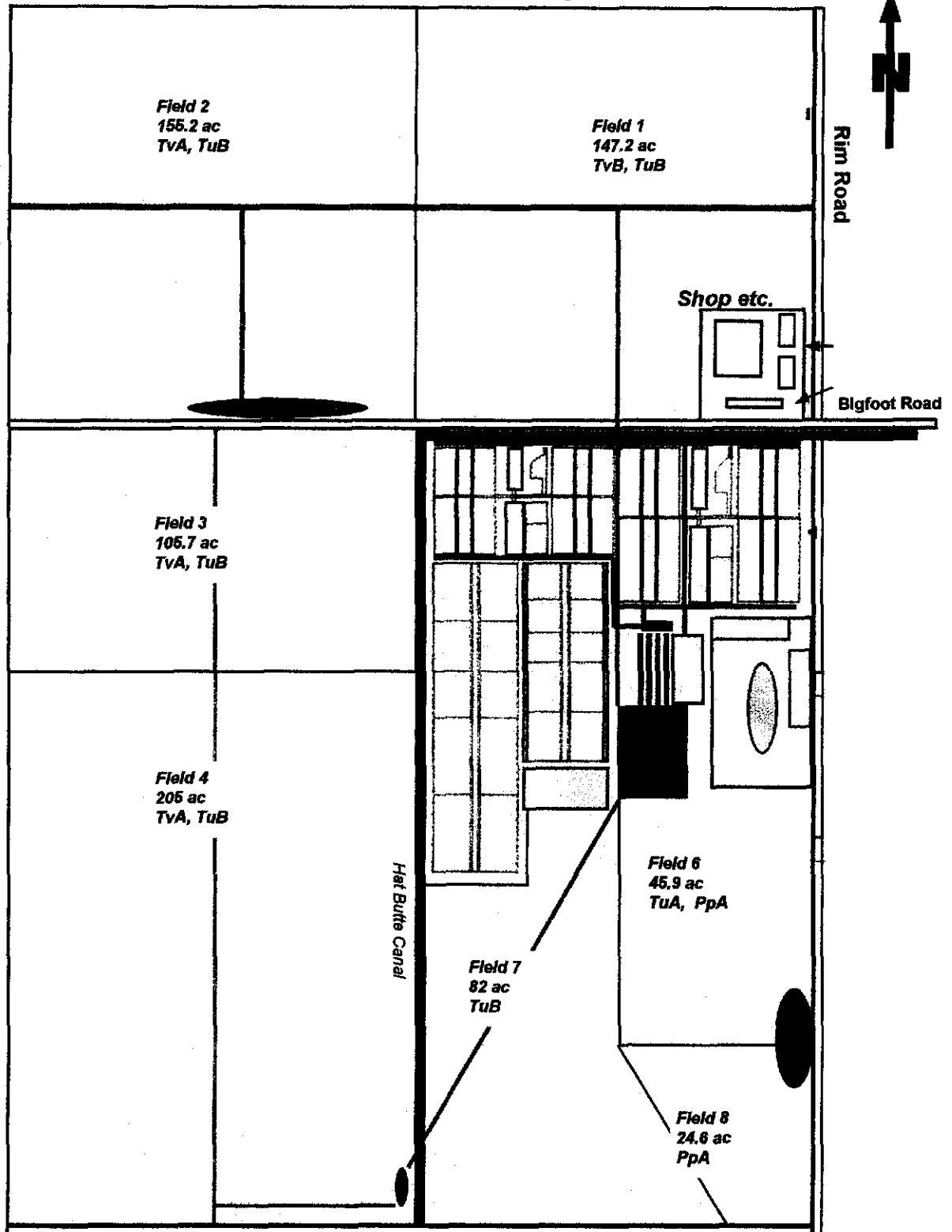
Ninety two percent of the solids will be exported off the facility onto third party cropland. The actual tonnage of material to be applied or exported is dependent upon the degree of decomposition of the solid material, moisture levels and other factors. The producer will keep records, both of tonnage applied, and tonnage exported, to verify that an appropriate percentage of solid manure is exported.

Slope →

Land Application Map



Map Key	
Irrigation	
Liquid Waste	
TvA	Turbyll 0-1% slopes (hardpan)
TvB	Turbyll 1-3% slopes (hardpan)
TuA	Turbyll 0-1% slopes (deep)
TuB	Turbyll 1-3% slopes (deep)
PpA	Power-Purdam



Land Application Site plan		Scale 1" = 1000'
Clarence Vander Stelt and Sons		Prepared by:
Bigfoot Road, Melba	Canyon County	Darwin Vander Stelt

Nutrient Management System

Currently the Vander Stelt Dairy owns a total of 765 acres of irrigated cropland. Liquid waste is applied to all fields. An inventory of the cropland can be found in Table 2. The crop rotation, yields, and fertilization rates are shown in Table 3.

Table 2. Cropland Inventory

Field	Acres	Crop	Yield	Yr. in Rotation	Resource Concern
1	147.2	Hay	7.5	4	Surface Runoff
2	155.2	Hay	7.5	4	Surface Runoff
3	105.7	Corn	7.5	1	Surface Runoff
4	205	Corn	7.5	1	Surface Runoff
6	45.9	Corn	35	1	Groundwater > 5'
7	82	Hay	7.5	4	Groundwater > 5'
8	24.6	Corn	35	1	Groundwater > 5'
Total	765.6				

Table 3. Recommended Crop Rotation, Nutrient Uptake, and Fertilization

Crop	Years of Rotation	Years in Rotation	Yield (tons/acre)	N lbs/acre	P (uptake) lbs/acre	P (U of I) lbs/acre	K lbs/acre
Triticale	1-3	3	10	131	15	50	76
Corn Silage	1-3	3	35	270	61	70	267
Alfalfa Hay	3-6	3	7.5		28	53	238
Totals		6		200	52	87	291

See Appendix D

The average annual rate of phosphorus uptake will be **52 lbs.** While uptakes of nitrogen and potassium are also calculated, it is assumed that soil test values will be used to determine a recommendation for nitrogen and potassium based on the University of Idaho Fertilizer Guides. Soil samples were taken on December 17, 1999 and analyzed for plant available phosphorus. Results are reported in Table 4.

Table 4. Soil Test Data

Field	Date	Depth	N	P	K	pH	% OM	CEC	Org
1									
2									
3									
4									
6									
7									
8									

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Phosphorus test values were generally under the 40 ppm threshold, however, because of the large number of animal units per acre, crop uptake values were used to determine waste volumes which can be utilized.

Table 5 illustrates the nutrients supplied by the liquids and solids when applied at crop uptake rates.

Table 5. Nutrient Applied to Cropland (using P at average annual crop uptake rates)

Solids	cu.ft	N lb/acre	P lb/acre	K lb/acre
Average uptake/year	1,261	123	52	232
Liquids	Gal.			
Average uptake	56,288	122	52	198

As shown in Table 5, waste application to meet crop phosphorus demands will not supply enough nitrogen or potassium for the crops. In general, where only manure is applied at phosphorus uptake levels, non-legume crops will need more nitrogen, and legume crops will need more potassium. After accounting for the nitrogen contribution of alfalfa, and using standard mineralization rates for nitrogen, phosphorous, and potassium (Appendix D), available nitrogen is 150 to 200 lbs. low the in the first 3 years of the rotation (corn and triticale), and potassium levels in alfalfa are 180 lbs low all three years. Appendix D suggests specific fertilization rates to be used for each field, for the 6 year period from 2001-2006.

These are useful as general guidelines, however, mineralization plays an important role in the availability of nitrogen and potassium. Mineralization is dependent upon temperature, precipitation, nutrient content of the manure, as well as other factors. Because these factors cannot be managed, mineralization can and will vary considerably from one year to the next. Therefore, due to the mobility and variability in the availability of nitrogen and potassium, a spring soil test is imperative to determine the exact nutrient needs of the crop. This is especially true when using a nutrient budget approach to optimize nutrient applications.

Table 6 shows the total acres that should be utilized to land apply the liquid and solid waste from 2905 AU onto a cropland rotation of silage/alfalfa.

Table 6. Acres Needed for Land Application

U of I Guides	Crop Rotation
Liquids	416
Solids	1,589
Crop Uptake	
Liquids	691
Solids	2,642

Vander Stelt Dairy will have 765 acres in cropland rotation, all of which will be available for disposal of liquid wastes. Liquid wastes will be spread on these fields 3 years out of six. While additional solid wastes may be applied to these fields, care must be taken to leave room in the six year budget for future liquid manure applications. While it is possible and

acceptable to apply all the phosphorous required for the six year rotation in the first 2 years, if that is done through the application of solid waste, there will be no place to go with liquid manure on the third year. The dairy will apply manure and liquid waste according to the following schedule:

Field No	Type Waste			
	Liquid	% of Lagoon	Solid	loads/ac (Solid)
1	'04, '05, '06	43%		
2	'04, '05, '06	45%		
3	01, '02, '03	26%	04	2.1
4	01, '02, '03	55%	02	0.8
6	01, '02, '03	13%		
7	'04, '05, '06	12%	'04, '05, '06	2.1
8	'01, '02, '03	7%		

A more complete and readable chart appears in Appendix D.

Crop Information

The following crop information was taken from the University of Idaho Crop Fertilization Guides

Corn Silage

Table 7. Recommended fertilizer N rates (lb/acre) for field corn harvested for silage as affected by yield level and soil test N.

Soil Test N	Silage yields (tons/acre)				
	20	25	30	35	40
(ppm)*	lb N/acre				
0	210	230	250	270	295
10	170	190	210	230	255
20	130	150	170	190	215
30	90	110	130	150	175
40	50	70	90	110	135
50	10	30	50	70	95
60	0	0	10	30	55
70	0	0	0	0	15

*Soil test N values summed for the 0 to 12 and 12 to 24 inch depths

The recommended fertilizer nitrogen rates do not account for nitrogen cycling as influenced by previous crops. Add 20 pounds nitrogen per acre for each ton of straw or stover plowed under to a maximum of 50 pounds per acre. Straw yields are normally 3 or 4 tons per acre and are not always related to grain yields. Winter wheat generally produces more straw than spring wheat or barley. Fertilizer nitrogen rates should be reduced 60 pounds per acre where corn follows alfalfa.

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Coarse textured soils, including sandy loams, loamy soils and sands, may lose nitrogen from leaching. For these soils, sidedress a portion of the nitrogen at the time of the last cultivation.

High nitrogen rates (approaching 300 pounds per acre) broadcast and incorporated before planting may reduce early season corn growth.

**Table 8. Fertilizer P rates (lb/acre)
based on soil test P and lime content**

Soil Test P (ppm)*	Phosphate fertilizer Lime Content			Elemental P (from manure) Lime Content		
	5	10	15	5	10	15
	-----lb P ₂ O ₅ /acre-----			-----lb P/acre-----		
0	180	240	300	79	106	132
5	100	160	220	44	70	97
10	20	80	140	9	35	62
15	0	0	60	0	0	26
20	0	0	0	0	0	0

Other micronutrients have not been shown to limit corn production. "Shot gun" applications of micronutrient mixtures containing boron (B), copper(Cu), iron (Fe) and manganese (Mn) "for insurance" have not been shown to be economical and are not recommended.

alfalfa

Soils containing 20 to 30 pounds (4 to 7.5 ppm) of nitrate-nitrogen in the top 12 inches have sufficient nitrogen to establish a stand of alfalfa seeded alone. Adding fertilizer nitrogen at establishment reduces nodule number and nodule activity.

Table 9. Fertilizer P rates based on a soil test

Soil Test P	Phosphate fertilizer	Elemental P (from manure)
(ppm)*	lb P ₂ O ₅ /acre	lbs P per acre
0	160	70
3	120	53
7	60	26
>10	0	0

Alfalfa has a high potassium (K) requirement.

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Table 10. Fertilizer K rates based on a soil test

Soil Test P	Potassium fertilizer	Elemental K (from manure)
(ppm)*	lb K ₂ O/acre	lbs K per acre
0	240	199
56	160	133
112	80	66
150	0	0

Alfalfa and other legumes require more sulfur than grasses. Plant tissue testing is an excellent tool for detecting sulfur-deficient alfalfa. Samples should be analyzed for total nitrogen and total sulfur. These values are used to calculate the nitrogen/sulfur ratio, which should be less than 15.

Zinc (Zn) deficiencies on alfalfa have not been observed in Idaho.

Alfalfa quality is enhanced by cutting at the early bud stage and more frequently during the growing season. This practice will reduce stand life, however.

Barley (guide for barley should be helpful for triticale)

(Quoted from U of I Fertilizer Guide for Malting Barley) "Nitrogen (N) application rates depend upon previous crops, previous N fertilizer additions, release of N from organic matter, soil type, irrigation management and length of growing season. Enough N fertilizer should be applied to obtain maximum economic yield without significantly increasing protein content of standard malting barley varieties."

Soil Sampling and Testing

Soil testing is the best way to evaluate residual inorganic soil N. Residual soil N results from previous N fertilizer applications or the breakdown of plant residues containing N, such as peas, beans and alfalfa.

Soil samples should represent the 0- to 12-inch and 12- to 24-inch soil depths or the effective root zone. Soil samples should be collected before seeding in the spring to represent the areas to be fertilized. At least 20 individual samples per depth increment should be collected per field. Each depth sample should be mixed thoroughly to make up one soil sample weighing approximately 1 pound to be submitted to the laboratory.

Soil test nitrate-N (NO₃-N) and ammonium-N (NH₄-N) values are typically reported in parts per million (ppm). To convert NO₃-N and NH₄-N values to pounds IN/acre, add the soil test N values (ppm) for each foot increment and multiply by 4 as shown in Table 1."

Table 1. Example calculation of residual N from a soil test

Depth	Soil Test		Total N		Total Inorganic N
	NO ₃ -N	NH ₄ -N	NO ₃ + NH ₄	Multiplier	
	(ppm)	(ppm)			(lb/acre)
0-12	13	2	15	4	60
12-24	6	2	8	4	32
Total	19	4	23	4	92

"Previous Crop Residue

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Nitrogen associated with decomposition of previous crop residues should be considered when formulating N fertilizer needs. Microbes decomposing cereal straw and corn stalks remove N from surrounding soil. About 15 pounds N/acre are needed per ton of these incorporated residues up to a total of 50 pounds N/acre. Wheat returns about 90 pounds of straw per bushel of grain while barley returns roughly 75 pounds of straw per bushel of grain."

Table 2. Nitrogen fertilizer rates based on spring soil test and previous crop

Spring Soil Test N (ppm)*	Apply these N rates when following:		
	Alfalfa	Row Crop	Grain (straw returned)
	lb N/acre		
0	60	120	170
20	40	100	150
40	20	80	130
60	0	60	110
80	0	40	90
100	0	20	70
120	0	0	50

*Based on calculation of inorganic N in soil

"Malting barley is not as responsive to applied P as most row crops but, at low soil test P levels, malting barley will respond to P applications. Table 3 shows test levels and rates of P to apply."

Table 3. Fertilizer P rates based on a soil test

Soil Test P	Phosphate fertilizer	Elemental P (from manure)
(ppm)*	lb P ₂ O ₅ /acre	lbs P per acre
0 - 3	160	70
4 - 6	120	53
7 - 10	60	26
>10	0	0

The chart has been modified to show the amounts of P present in manure which would compare to the phosphate fertilizer recommendations in the guide.

"Sulfur

Sulfur (S) fertilizer needs will vary depending on soil texture, soil organic matter level, leaching losses and sulfur content of irrigation water.

Areas irrigated with Snake River water should not experience a shortage of S. High rainfall mountain valley and foothill areas of southern Idaho are most likely to respond to S fertilizer applications. A soil testing less than 8 ppm SO₄-S in the 0- to 12-inch soil depth and soils in areas known to be deficient in S should receive 20 to 40 pounds S/acre.

Potassium

Malting barley has a lower demand for soil potassium (K) than crops such as alfalfa and potatoes. Table 4 shows soil test levels and rates of K fertilizer to apply."

Table 4. Fertilizer K rates based on a soil test

Soil Test P	Potassium fertilizer	Elemental K (from manure)
(ppm)*	lb K ₂ O/acre	lbs K per acre
0 - 22	240	199
23 - 45	160	133
46 - 68	80	66
> 68	0	0

The table has been modified from the guide to demonstrate amounts of K from manure which compare with Potassium fertilizer.

"Micronutrients

Micronutrient deficiencies have not been observed in malting barley in southern Idaho. Responses from micronutrient applications would not be expected unless the crop is planted on severely scraped or eroded soil areas."

Fertilizer guides for Triticale are not available.

Nutrient Budgeting

The following section will be utilized in conjunction with the Nutrient Budget worksheets, which are available in Appendix E to help determine fertilization rates.

The top half of the sheet is used to determine crop requirements for N, P, and K. Because this plan is based on crop uptake rates of phosphorus, phosphorus recommendations from the University of Idaho fertilizer guides should not be used. Use either standard tables (used in Appendix D) or actual tests of phosphorus composition of the specific crop grown on this farm.

Line 1- Crop nutrient (N and K) requirements can be determined from spring soil testing and the University of Idaho Crop Fertilization Guides. Use the back side of the sheet to calculate these. For additional information on how to soil test, see University of Idaho Bulletin 704 - Soil Sampling. (Appendix H)

Line 2- Credit N and K from irrigation water if either exceeds 5 ppm

Line 3 - Using the U of I Fertilizer Guide, credit nitrogen from previous legume crop.

Line 4 - Total each column to arrive at nutrients required by the crop..

Line 5 - Nutrients provided by solid waste. Use appendix D for the specific field and crop.

Line 6- Nutrients provided by liquid waste. Use appendix D for the specific field and crop.

Line 7 - Subtotal the nutrients provided by animal waste (line 5 + line 6)

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Line 8 - Units of each nutrient in excess or deficit. Excess phosphorus is expected in the first 4 years of the rotation.

Line 9 - Nutrients to be provided by chemical fertilizer.

This budgeting approach will help the producer to determine the amount of commercial fertilizer that should be applied to the cropland.

Irrigation System

Appendix F suggests times and application rates for irrigation of each field. The flows and times listed for each field are based on theoretical estimates of pump capacity. The following chart summarizes the set times and application rates:

Field	Days between Irrigations	No. hours set	in . water
1-4, 7	12	11	4.063
6 & 8	7	12	5.340

Efforts should be made to keep water in the root zone of growing crops. Too frequent irrigation will result in loss of water below the root zone, and flushing of nitrates and salts into the groundwater aquifer. If the irrigation rate exceeds the permeability of the soil, there will be runoff. Optimal linear system performance requires the use of both proper sprinkler packages to minimize water application rates and basin or reservoir tillage to minimize runoff. (See Bulletin 797 "Optimal performance of Center Pivot Irrigation Systems, Appendix F)

Liquid waste from the dairy will be applied to the 4 linears at the volumes specified in the effluent application sheets in Appendix D. An application chart using rates and times for the linears appears in Appendix F.

A soil moisture monitoring device should be utilized to help determine irrigation scheduling to meet crop needs.

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Herd Profile

1	Total Cows	3999
	Milking Cows	3411
	Average weight /cow	1350
	Number of 1000 lb animal units	4604.85
	Daily manure weight/1000lb animal (NRCS Handbook, Table 4-5) (Lb.)	80
	Daily manure volume/1000 lbs (cu.ft./day) (Table 4-5) (cu.ft./day)	1.30
2	Total Milk Cow Manure volume (cu.ft./day)	5986
	Total Milk Cow Manure weight (Lbs./day)	368,388
	% Dry cows	15%
	Number of Dry Cows	588
	Number of 1000 lb animal units	794
	Daily manure weight/1000lb animal (NRCS Handbook, Table 4-5) (Lb.)	82
	Daily manure volume/1000 lbs (cu.ft./day) (Table 4-5) (cu.ft./day)	1.3
3	Total Dry Cow Manure volume (cu.ft./day)	1033
	Total Dry Cow Manure weight (Lbs./day)	65,136

Heifers:

Expected and actual numbers:

	Age % of Herd	Expected Number	Actual Number	Actual Avg. Weight	Calculated Mass (lbs)
	16-24 mo.	0.38	1520	1100	1672000
	13-15 mo.	0.12	480	800	384000
	9-12 mo.	0.17	680	600	408000
	5-8 mo	0.17	680	350	238000
	3-4 mo	0.08	320	250	80000
	0-2 mo	0.08	320	125	40000
Total heifers		3999	4000	Total Mass	2822000

Total no. of 1000 lb animal units	2822
Daily manure weight/1000lb animal (NRCS Handbook, Table 4-5) (Lb.)	85
Daily manure volume/1000 lbs (cu.ft./day) (Table 4-5) (cu.ft./day)	1.30
Total Heifer Manure volume (cu.ft./day)	3669
Total Heifer Manure weight (Lbs./day)	239,870

Total volume in cu.ft./day from all animals in herd	10688
Total weight in Lb./day from all animals in herd	673,394

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Prepared by:
Darwin Vander Stelt 2/8/00

Appendix A Animal Nutrients

Total Nutrients Excreted:

Source: NRCS Agricultural Waste Handbook, Table 4-5

Animals		1000# AU	Lbs. per day			Lbs. per year		
			N	P	K	N	P	K
Milk Cows	3411	4604.85	0.45	0.07	0.26	756,347	117,654	437,000
Dry cows	588	794	0.36	0.05	0.23	104,376	14,497	66,685
Heifers	4000	2822	0.31	0.04	0.24	319,309	41,201	247,207
Total Lbs. nutrients excreted annually						1,180,032	173,352	750,892

Manure nutrients are handled as either solid waste or liquid waste.

		Lbs. Per Yr			Cubic ft Solids/yr	Authority
		N	P	K		
% of Milk cows handled as liquid (lagoon)	85%	642,895	100,006	371,450	1,857,251	(NRCS 11-5) (NRCS 11-6) (NRCS 11-8)
less separator solids	68%	(437,168)	(68,004)	(252,586)	(1,262,931)	
% Dry Cows handled as liquid	85%	88,719	12,322	56,682	320,376	
less separator solids	68%	(60,329)	(8,379)	(38,544)	(217,856)	
% Heifers handled as liquid	0%	-	-	-	-	
less separator solids	68%	-	-	-	-	
Total nutrients into lagoon		234,117	35,945	137,002	696,841	
N retained in storage	50%					
N retained after application	75%					
N retained after denitrification	96%					
Total N, P, K in Lagoon water		84,282	35,945	137,002		

		Lbs. Per Yr			Cubic ft Solids/yr	Authority
		N	P	K		
% Milk Cows handled as Solid waste	15%	113,452	17,648	65,550	327,750.1988	(NRCS 11-5) (NRCS 11-6) (NRCS 11-8)
Add Separator solids		437,168	68,004	252,586	1,262,931	
% Dry Cows handled as solid Waste	15%	15,656	2,174	10,003	56,536.90928	
add Separator Solids		60,329	8,379	38,544	217,856	
% Heifers Handled as Solid waste	100%	319,309	41,201	247,207	1,339,039	
add Separator Solids		-	-	-	-	
Total nutrients in Solids		945,915	137,407	613,890	3,204,112	
N retained in storage	65%					
N retained after application	60%					
N retained after denitrification	96%					
Tons of straw used	2,000					
deduct: 15 Lb N/ton		-30000				
Total N, P, K in Solid Waste		324,151	137,407	613,890	3,204,112	

Total N, P, K for land application

408,433	173,352	750,892
---------	---------	---------

Concentration of nutrients in Solid waste and Lagoon Water:

Solid waste volume:

Total 1000 Lb. Animal Units

8,221

Cu. Ft. Waste /day/AU

1.3

Daily cu.ft.

10,688

Annual Cu.ft

3,900,953

deduct solids into lagoon (appendix c)

696,841

Annual Cu.ft

3,204,112

Add Straw (compacted to 64 cu.ft./ton)

128,000

Total Solid Waste Volume	3,332,112
Liquid Waste Volume (from Appendix C)	5,187,825

NRCS Table 4-5

Prepared by:

Darwin Vander Stelt 2/8/00

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Appendix A Animal Nutrients (Continued)

Concentration of nutrients:

Type	Total Volume (Cu. Ft.)		Lbs. Nutrients/cu.ft.		
			N	P	K
Solid Waste	3,332,112		0.10	0.04	0.18
Lagoon Water	5,187,825		0.02	0.007	0.03

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Appendix B - Third Party Waste Agreements

Name	Address	Phone	Acres Farmed or other use	Apprx. tons
Mike Christensen	8725 Bigfoot Road	495-2857	2000	flexible
Herb and Ray Montierth	8758 Melmont Rd	495-1200	Jones farm 800	
Rod Montierth	11505 Melba Rd	495-1288	Merritt farm 500	

APPENDIX C LAGOON STORAGE VOLUME WORKSHEET

Manure into lagoon:	%	
Milk Cows	85%	Free Stall Barns w/ corrals
Dry Cows	85%	Corrals with flush alley + calving barn with flush
Heifers	0%	Corrals

Separator efficiency (2 stage, 35% & 60% efficient) 68%

6 Manure into lagoon in cu.ft./day 1,909 17.9% of total

Wash Pen:

7 Number of sprinklers in holding pen 120 (one parlor 140, another 100 heads)

8 Sprinkler output in gallons per minute (gpm) 4

(@50 psi 9/64 = 4.04; 5/32 = 4.98;

11/64 = 6.01; 3/16 = 7.18)

9 Minutes per day sprinklers are used: 170.55

No. of Strings 17

Minutes/String 5

Number of milkings per day 2

10 Days run per year 365

11 Total wash pen water in Gals/day (Lines 7 X 8 X 9 X (line10/365) 81,864

Milkhouse and parlor:

	gals/optn.	x's/day	Gals/day
Bulk Tank	250	2	500
Pipeline	200	4	800
Backflush	0.5	2	3411
Cleanup	1000	4	4000
Cow Prep	0.25	2	1705.5
Plate Cooler (ignore if recycled)			

12 Total Milkhouse and parlor in Gals/day : 10416.5

13 Total Milking Center Water in Gals/day 92,281

14 Total Milking Center water in cu.ft./day 12,304

Days storage required 180

15 Total storage required for Manure and barnwater (Cu.ft) 2,558,379

Runoff Calculations :

Area1 length in ft	2000
Area1 width in ft	1000
Area 2 length in ft	2000
Area 2 width in ft	2000
Runoff area in Sq. ft. and acres	6,000,000 137.74

Precipitation in 25 yr 24hr storm from map (inches) 2

Runoff /1000 sq.ft. from Table 6 (Cu.ft) 96.92

16 Cu. ft. of storage required by 25 yr/24hr. storm 581,520

Precipitation from 1 in 5 yr winter from Table 7 (in) 5.4

Runoff /1000 sq.ft. from Table 7 (Cu.ft) 75

17 Cu. ft. of storage required by 1 in 5 yr winter precipitation 450,000

18 Total Storage required (cu. ft.) 3,589,899

Comments: These calculations do not account for volume changes due to precipitation and evaporation in storage structure.

All water in lagoon (process and runoff):

No. of Cells	1
Slope	0.5
Depth (ft) (add 2' freeboard)	14
Width of lagoon at top (ft)	450
Width of lagoon at bottom(ft)	394
Avg Width	422
Required Length at top	622
Avg. Length	608
Required Capacity in Cu. Ft.	3,589,899

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Table 6. Acres Needed f 8221 AU's)

U of I	Crop Rotation
Liquids	416
Solids	1,589

Crop Uptake

Liquids	691
Solids	2,642

Appendix D - Crop Rotation Balance

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Appendix D

Crop Rotation and Manure to spread Calculations

Fields 1-8	Years of Rotation	Years in Rotation	Yield (tons/acre)	N lbs/acre	P (uptake) lbs/acre	K lbs/acre
Triticale	1-3	3	10	130.9	14.7	76
Corn Silage	1-3	3	35	269.5	61.25	267
Alfalfa Hay	3-6	3	7.5	0	28.05	238
Totals		6		200.2	52	291

Wastes to apply (per field):

Field	1	2	3	4	6	7	8	Total
Yr in rotation	4	4	1	1	1	4	1	Acres
Acres in field	147.2	155.2	105.7	205	45.9	82	24.6	765.6
Gals of Liquid to apply / 1:								Gallons
year: 2001			9,995,310	21,462,426	5,167,193		2,769,345	39,394,275
2002			9,995,310	21,462,426	5,167,193		2,769,345	39,394,275
2003			9,995,310	21,462,426	5,167,193		2,769,345	39,394,275
2004	16,571,042	17,471,642				4,615,575		38,658,259
2005	16,571,042	17,471,642				4,615,575		38,658,259
2006	16,571,042	17,471,642				4,615,575		38,658,259
Total Gal. of l	49,713,125	52,414,926	29,985,930	64,387,278	15,501,579	13,846,726	8,308,036	234,157,601
Phos./acre/ y	52	52	44	48	52	26	52	305848
Tons of Manure to apply:	% of lagoon	26%	55%	13%	12%	7%		Tons
year: 2001								-
2002				2,068				2,068
2003								-
2004			2,666			2,068		4,734
2005						2,068		2,068
2006						2,068		2,068
Tot. Tns. of	-	-	2,666	2,068	-	6,204	-	10,938
Phos./acre/	-	-	9	3	-	26		
Total P Applied/Y	52	52	52	52	52	52	52	

tons manure/ac/6yr rot. 14.3

Gallons liquid/ acre/6yr rot. 305,848

Chemical nitrogen and potassium to apply each year/ 2

Rotation Yea	(Lbs)	N	K
1		190	-
2		190	-
3		190	-
4			180
5			180
6			180

Use spring soil tests and annual nutrient budgets for each field and crop. These charts are intended only to demonstrate typical flow of nutrients through the rotation cycle.

Nutrients supplied each year of rotation with this regimen /3 :

Rotation Yea	Crop	N		P		K	
		Applied	Available	Applied	Available	Applied	Available
1	Corn+trit	434	396	104	83	403	342
2	Corn+ trit	434	393	104	99	403	374
3	Corn+ trit	434	390	104	120	403	405
4	Alfalfa		-		61	180	274
5	Alfalfa				45	180	215
6	Alfalfa				24	180	157

Notes: 1. Liquid should be applied to the growing crop, at appropriate times during the season. See application rates in inches in chart on last page of Appendix D. Liquid manure applications should be divided into 3 to 4 separate applications, spaced one or more irrigations apart. Too much liquid in one application will burn crops.

2. Use spring soil tests to determine appropriate N and K fertilization requirements. See conversion chart on last page of Appendix D.

3. See mineralization table last page of Appendix D

4. Assumes 12 ton spreader loads. Weigh sample loads and adjust load numbers accordingly.

Summary/ 4			loads/ac (Solid)
Field No	Liquid	Solid	
1	'04, '05, '06		0.0
2	'04, '05, '06		0.0
3	'01, '02, '03	04	2.1
4	'01, '02, '03	02	0.8
6	'01, '02, '03		
7	'04, '05, '06	'04, '05, '06	2.1
8	'01, '02, '03		

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Crop Rotation and Manure to spread Calculations

Corners	Years of	Years in	Yield	N	P (uptake)	K
	Rotation	Rotation	(tons/acre)	lbs/acre	lbs/acre	lbs/acre
Triticale	1,2, or 3	1.5	10	131	15	76
Corn Silage	1-3	3	32	246	56	244
Alfalfa Hay	4-6	3	7	0	29	223
Totals		6	Average:	156	46	252

Wastes to apply (per field):

Field	1B, 1C	2B /5	5B, 5C /5	6B	Total
Yr in rotation	1	4	6	6	Acres
Acres in field	10.2	4.7	10.2	4.7	29.8
Gals of Liquid to apply / 1:					Gallons
year: 2000	-				-
2001	-				-
2002	-				-
2003		-			-
2004		-			-
Total Gal. of l	-	-	-	-	-
Phos./acre/ y	-	-	-	-	-
Tons of Manure to apply:					Tons
year: 2000	393			181	574
2001	393			181	574
2002	393			181	574
2003		181	393		574
2004		181	393		574
Tot. Tns. of	1,178	362	785	543	2,868
Phos. /acre/	46	31	31	46	
Total P Appli	46	31	31	46	

tons manure/ac/6yr 115.5

Chemical nitrogen and potassium to apply each year/ 2

Rotation Yea	(Lbs)	N	K
1		150	-
2		150	-
3		100	-
4			180
5			180
6			180

Use spring soil tests and annual nutrient budgets for each field and crop. These charts are intended only to demonstrate typical flow of nutrients through the rotation cycle.

Nutrients supplied each year of rotation with this regimen /3 :

Rotation Yea	Crop	N		P		K	
		Applied	Available	Applied	Available	Applied	Available
1	Corn+trit	342	325	92	77	351	298
2	Corn+1/2 trit	342	260	92	87	351	281
3	Corn	292	277	92	109	351	302
4	Alfalfa		-		68	180	243
5	Alfalfa				51	180	185
6	Alfalfa				29	180	126

Notes:

2. Use spring soil tests to determine appropriate N and K fertilization requirements. See conversion chart on last page of Appendix D.
3. See mineralization table last page of Appendix D
4. Assumes 12 ton spreader loads. Weigh sample loads and adjust load numbers accordingly.
5. This scheme leaves a place to empty the lagoon each year. Care must be taken to not load too many nutrients into the first year or two of the rotation so that there isn't any place to go with lagoon water the third year.

Summary/ 4			loads/ac (Solid)
Field No	Solid		
1B, 1C	00, '01, '02		3.2
2B	03,'04		3.2
5B, 5C	03,'04		3.2
6B	01,'02,'03		3.2

Crop Rotation	Years of Rotation	Years in Rotation	Yield (tons/acre)	N lbs/acre	P (uptake) lbs/acre	K lbs/acre
Field 8						
Corn Silage	1 & 2	2	32	246	56	244
Alfalfa Hay	3-5	3	7	0	29	223
	0	0	0	0	0	0
Totals		5		99	40	231

Wastes to apply (per field):

Field	8	Total
Yr in rotation	5	Acres
Acres in field	52.3	52.3
Gals of Liquid to apply:		Gallons
year: 2000	-	
2001		
2002		
2003		
2004	-	
Total Gal. of l	-	-
Phos. /acre/	#VALUE!	0
Tons of Manure to apply:		Tons
year: 2000	#REF!	#REF!
2001	#REF!	#REF!
2002	#REF!	#REF!
2003		-
2004		-
Total Tons of	#REF!	#REF!
Phos./acre/ y	#REF!	
Total P Appli	#REF!	

ns manure /ac/5yr #REF!

Chemical nitrogen and potassium to apply each year/1			
Rotation Yea	(Lbs)	N	K
1		52	0
2		56	0
3			0
4			80
5			192

Nutrients supplied each year of rotation with this regimen /2:

Rotation Yea	Crop	N		P		K	
		Applied	Available	Applied	Available	Applied	Available
1	Corn	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
2	Corn	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
3	Alfalfa				#REF!	-	#REF!
4	Alfalfa				#REF!	80	#REF!
5	Alfalfa				#REF!	192	#REF!

Notes:

Notes:

1. Use spring soil tests to determine appropriate N and K fertilization requirements. See conversion chart on last page of Appendix D.
2. See mineralization table last page of Appendix D
3. Assumes 12 ton spreader loads. Weigh sample loads and adjust load numbers accordingly.

Summary/ 3		loads/ac
Field No	Solid	(Solid)
8	2001, 2002	#REF!

Appendix E - Nutrient Budget Worksheets

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This worksheet will vary somewhat depending upon the procedure outlined in the fertilizer guide for the crop being evaluated. Refer to the crop specific fertilizer guide for the proper procedure.

A. Determine Total N Needed: Crop Being Evaluated _____ Field Number _____

1. Yield goal X N required¹ per unit yield = Total N needed

Yield Goal _____ X N required/unit yield _____ = Total N required _____

¹ Note: The current UI Fertilizer Guide may adjust N requirement for precipitation.

2. Residues from previous crop removed: Yes / No. If No, determine N needed to decompose residue from previous crop (_____): _____ lbs. N per ton of residue (from guide), up to 50 lbs. Generally, 1 ton of residue is produced per 20 bu. of grain. If residues are incorporated, calculate N needed to decompose residue as shown below.

[(yield _____ / 20)] X N value from the Guide (_____) = _____ Do not exceed more than 50 lbs. Use: _____

Total N required: Line 1 + Line 2: _____ Enter in A. below.

B. Determine Mineralized N: _____ % organic matter. Determine from appropriate table. Enter in B below.

C. Determine total ppm N, P, and K from soil test results.

Depth	ppm NO ₃ -N	ppm NH ₄ -N	Total ppm N	ppm P	ppm K
0 - 12 in.					
12 - 24 in.					
Total ppm					

Does total ppm P exceed threshold for any concern? Y / N

From the appropriate Fertilizer Guide, use the ppm of N, P, or K to determine crop needs and enter below for N to determine total N needs. Enter total P and K in Item 1, Pg. 1 or this worksheet.

N: Total ppm N _____ X 4 (OR FROM FERTILIZER GUIDE) = Total soil test N: _____ Enter in C below.

Summary Total N Required For The Crop

A. Total N required: _____

B. Minus mineralized N _____

C. Minus soil test N (lbs/ac) _____

D. Equals N fertilizer required (lbs/ac) _____ ENTER IN ITEM 1, Pg. 1

SOLVE FOR P AND K

P: Total ppm P _____¹ Total P OR P₂O₅ from the Guide _____. Convert P₂O₅ to P and enter in Item 1, Pg. 1

K: Total ppm K _____¹ Total K OR K₂O from the Guide _____.¹ Convert K₂O to K enter in Item 1, Pg. 1.

¹ Caution: Some fertilizer guides express phosphate or potassium requirements as P or K and some as P₂O₅ or K₂O. Soil test values are generally expressed as P or K. Convert soil test values as necessary.

P X 2.29 = P₂O₅

P₂O₅ X .44 = P

K X 1.20 = K₂O

K₂O X 0.83 = K

NUTRIENT BUDGET

Producer: _____ Date: _____

Planned Crop Rotation: _____

Crop Evaluated on this worksheet: _____ Field Number _____ Worksheet _____ of _____

Fertilizer Guide Used: _____ Date of Guide: _____

	N lb/ac	P lb/ac	K lb/ac
1. CROP NUTRIENT REQUIREMENTS - COMPLETE Pg. 2 of this worksheet.			
2. N AND K FROM IRRIGATION WATER IF > 5 ppm			
3. LEGUME CREDITS FROM PREVIOUS CROP Use only if accounted for in the fertilizer guide. Soil Extraction Method:			
4. TOTAL POUNDS OF NUTRIENT NEEDED. (Line 1 - Line 2- Line 3)			
5. NUTRIENTS FROM SOLID WASTE From calculation or IDWMP lb/ac total available nutrients from solids are: Total = solids + grazing deposition (if applicable)			
6. NUTRIENTS FROM LIQUID WASTE From calculations or IDWMP lb/ac total available nutrients from liquids are:			
7. TOTAL NUTRIENTS AVAILABLE FROM ANIMAL WASTE. (Line 5 + Line 6)			
8. UNITS OF NUTRIENTS NEEDED OR IN EXCESS Line (4) - Lines (7) = _____ If line 8 is a positive, additional nutrients are required. If line 8 is negative, nutrients are in excess. Reallocate the sources of nutrients available from lines 5 & 6.			
9. NUTRIENTS FROM COMMERCIAL FERTILIZER			

Evaluation Prepared by: _____ Date: _____
Comments: _____

Appendix F - Irrigation Calculations

Field No: 1-4, 7

No. Acres 613

Soil Type & code nos: Turbyfill

Crop: Alfalfa

Rooting Depth(in): 48

Max. ET for crop (Allen and Brockway, Kuna):

mm/day 6.88 in/day 0.27

Available water capacity (AWC):

depth	inches	AWC (in/in)	in/in
0-48	48	0.14	0.140
Total	48	AWC	0.14

Source: Soil Survey, Ada County Area, Table 14

Management Allowable Depletion (MAD):

55%

Irrigation Method Linear

Irrigation efficiency

80%

Theoretical frequency to irrigate:

available water (in) 3.70

days until depleted 13.6

Days between irrigation 12

Water to apply each irrigation (in): 4.06

Inches applied with this set-up 4.33

Application Rate in inches /hr 0.39

Flow calculations

System flow (Gal/Min) 1300.0

Pivot length (ft) 1320

Set Size (ft) 240

no. of sets/160 acres 11

Set time 11

Gal water to apply to field 8,848,197

Gal water applied to field 9,438,000

Permeability

depth	inches	Perm* (in/hr)	time to fill layer
0-48	48	1.3	5.2
0	0		
0	0		
Total	48		5

time at this irr. rate

10

Source: Soil Survey, Ada County Area, Table 14

*Average permeability for layer (Table 14)

Recommendations:

Set Time: 11 hrs

Flow Rate (gpm): 1300

Irrigate every 12 days

Note: This speed is for periods of maximum evapotranspiration. Irrigation frequency may be substantially reduced at other times. It may be advisable to use shorter set times to reduce possible run-off. Use of a dammer-diker or other ponding tool may improve infiltration and reduce run-off in row crops.

Field No: 6 & 8

No. Acres 70.5

Soil Type & code nos: Turbyfill

Crop: Corn

Rooting Depth(in): 36

Max. ET for crop (Allen and Brockway, Kuna):

mm/day 7.75 in/day 0.31

Management Allowable Depletion (MAD):

55%

Irrigation Method Gravity

Irrigation efficiency

40%

Theoretical frequency to irrigate:

available water (in) 2.77

days until depleted 9.1

Days between irrigation 7

Water to apply each irrigation (in): 5.340

Application Rate in inches /hr

0.445

Flow calculations

System flow (Gal/Min) 1016.7

Row length 1320

Row width (ft) 2.5

Gal water to apply per set 11,013

Set time 12

Tubes to set 66

Gal/min/ tube 15

Available water capacity (AWC):

depth	inches	AWC (in/in)	in/in
0-48	48	0.14	0.140
Total	48	AWC	0.14

Source: Soil Survey, Ada County Area, Table 14

Permeability

depth	inches	Perm* (in/hr)	time to fill layer
0-48	48	1.3	5.2
Total	48		5

Source: Soil Survey, Ada County Area, Table 14

*Average permeability for layer (Table 14)

Recommendations:

Set Time: 12 hrs

Flow Rate (gpm): 1000

Tubes to set: 66

Size Tubes: 1"

Irrigate every 7 days in hot weather

Note: This frequency is for periods of maximum evapotranspiration. Irrigation frequency may be substantially reduced at other times.

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Appendix G - Soil Information

TuA - Turbeyfill fine sandy loam 0 to 1 percent slopes

COMPOSITION

Turbeyfill - 90 percent
Inclusions - 10 percent

Turbeyfill Soil

Positions on landscape: on level terraces

Elevation: 2200 to 3000 feet

Climatic data: (average annual)

precipitation - about 9 inches

air temperature - about 51 degrees F.

frost free period - about 150 days

Typical profile:

0 to 3 inches - pale brownish gray fine sandy loam

3 to 21 inches - light brownish gray fine sandy loam

21 to 32 inches - light gray fine sandy loam

32 to 47 inches - light gray fine sandy loam

47 to 60 inches - light gray light fine sandy loam

Depth class: very deep (> 60 inches)

Drainage class: well drained

Permeability: moderately permeable

Available water capacity: high; 5 to 7.5 inches

Potential rooting depth: > 48 inches

Restriction to rooting depth: none

Runoff: slow

Hazard of erosion: slight

INCLUDED AREAS

Feltham and Cencove

INTERPRETATIVE GROUPS

Capability classification: I-1, irrigated

Abbreviated version - subject to change.

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TuB - Turbeyfill fine sandy loam 1 to 3 percent slopes

COMPOSITION

Turbeyfill - 90 percent
Inclusions - 10 percent

Turbeyfill Soil

Positions on landscape: on intermediate terraces and alluvial fans

Elevation: 2200 to 3000 feet

Climatic data: (average annual)

precipitation - about 9 inches

air temperature - about 51 degrees F.

frost free period - about 150 days

Typical profile:

0 to 3 inches - pale brownish gray fine sandy loam

3 to 21 inches - light brownish gray fine sandy loam

21 to 32 inches - light gray fine sandy loam

32 to 40 inches - light gray fine sandy loam

> 40 - bedrock

Depth class: moderately deep (20 - 40 inches)

Drainage class: well drained

Permeability: moderately permeable

Available water capacity: high; 5 to 7.5 inches

Potential rooting depth: > 40 inches

Restriction to rooting depth: bedrock

Runoff: slow to medium

Hazard of erosion: moderate

INCLUDED AREAS

Feltham and Cencove

INTERPRETATIVE GROUPS

Capability classification: 11e-3, irrigated

Abbreviated version - subject to change

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TuC – Turbeyfill fine sandy loam 3 to 7 percent slopes

COMPOSITION

Turbeyfill - 90 percent

Inclusions - 10 percent

Turbeyfill Soil

Positions on landscape: on intermediate terraces and alluvial fans.

Elevation: 2200 to 3000 feet

Climatic data: (average annual)

precipitation - about 9 inches

air temperature - about 51 degrees F.

frost free period - about 150 days

Typical profile:

0 to 3 inches - pale brownish gray fine sandy loam

3 to 21 inches - light brownish gray fine sandy loam

21 to 32 inches - light gray fine sandy loam

32 to 40 inches - light gray fine sandy loam

> 40 inches - bedrock

Depth class: moderately deep (20 - 40 inches)

Drainage class: well drained

Permeability: moderately permeable

Available water capacity: high; 5 to 7.5 inches

Potential rooting depth: > 40 inches

Restriction to rooting depth: bedrock

Runoff: medium to rapid

Hazard of erosion: severe

INCLUDED AREAS

Feltham and Cencove

INTERPRETATIVE GROUPS

Capability classification: IIIe-3, irrigated

Abbreviated version - subject to change.

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TvA - Turbeyfill fine sandy loam , deep over hardpan 0 to 1 percent slopes

COMPOSITION

Turbeyfill - 90 percent
Inclusions - 10 percent

Turbeyfill Soil

Positions on landscape: on intermediate terraces and alluvial fans.

Elevation: 2200 to 3000 feet

Climatic data: (average annual)

precipitation - about 9 inches

air temperature - about 51 degrees F.

frost free period - about 150 days

Typical profile:

0 to 3 inches - pale brownish gray fine sandy loam

3 to 21 inches - light brownish gray fine sandy loam

21 to 32 inches - light gray fine sandy loam

32 to 40 inches - light gray fine sandy loam

40 to 48 inches - cemented hardpan

Depth class: deep (> 40 inches)

Drainage class: well drained

Permeability: moderately permeable

Available water capacity: high; 5 to 7.5 inches

Potential rooting depth: > 40 inches

Restriction to rooting depth: hardpan

Runoff: slow

Hazard of erosion: slight

INCLUDED AREAS

Feltham and Cencove

INTERPRETATIVE GROUPS

Capability classification: IIs-2, irrigated

Abbreviated version - subject to change.

MICROFILM

TvB - Turbeyfill fine sandy loam , deep over hardpan 1 to 3 percent slopes

COMPOSITION

Turbyfill - 90 percent
Inclusions - 10 percent

Turbyfill Soil

Positions on landscape: on intermediate terraces and alluvial fans.

Elevation: 2200 to 3000 feet

Climatic data: (average annual)

precipitation - about 9 inches

air temperature - about 51 degrees F.

frost free period - about 150 days

Typical profile:

0 to 3 inches - pale brownish gray fine sandy loam

3 to 21 inches - light brownish gray fine sandy loam

21 to 32 inches - light gray fine sandy loam

32 to 40 inches - light gray fine sandy loam

> 40 inches - cemented layer

Depth class: moderately deep (20 - 40 inches)

Drainage class: well drained

Permeability: moderately permeable

Available water capacity: high; 5 to 7.5 inches

Potential rooting depth: > 40 inches

Restriction to rooting depth: bedrock

Runoff: slow to medium

Hazard of erosion: moderate

INCLUDED AREAS

Feltham and Cencove

INTERPRETATIVE GROUPS

Capability classification: Ile-3, irrigated

Abbreviated version - subject to change.

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Appendix H - Soil Sample Bulletin

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Dairy Concentration In the Dry Lakes Area Of Canyon County

Prepared by Darwin Vander Stelt

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**Canyon County -
Dry Lakes Area**

Dairy Concentration Survey

January 1, 2000

Nutrient Management Survey Prepared For:
Clarence Vander Stelt and Son's Dairy
Melba, Idaho
Certified Planner: Darwin Vander Stelt

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JAN 25 2001

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Executive Summary

Purpose of this survey

As of January 1, 2000, there are three new dairies under construction and two more proposed for the Dry Lakes area of Canyon county. The addition of these five dairies, along with the one currently operating in the area, has raised a question concerning the concentration of dairy operations in the area. While there are numerous issues which arise relating to dairy sites (aesthetics, odor, traffic, etc.), the primary issue in view in this study is the question of nutrient concentration. It attempts to answer the question "Can all the manure produced by these six dairies be land applied at agronomic rates in the immediate area?"

Method of this survey

This survey estimates the number of animal units which will ultimately be housed on each of these dairies, and using standard tables, presents estimates of the total quantity of nutrients which must be land applied. After deducting the nutrients which would be disposed of on land owned by the dairies, it then develops an estimate of the "average" crop mix in the area, and uses standard tables to estimate a quantity of manure which can be spread on an acre of land. The total farmable acreage is estimated, and the percentage of farmable land which must be utilized to land apply all the available nutrients at agronomic rates is calculated.

Results of this survey

- The 6 proposed and existing dairies will house approximately **24,734 animal units**. (an animal unit is 1000 lbs. of animal weight.)
- The quantity of solid and liquid waste which will be produced, and either exported or used on the dairy farms, is as follows:

Description	Volume cu.ft	N lbs/yr	P lbs/yr	K lbs/yr
Lagoon	19,588,683	314,224	134,012	510,778
Solid Waste	9,202,360	1,054,720	425,906	1,770,450
Total Nutrients Produced	28,791,043	1,368,943	559,918	2,281,228

- The dairies will use all of the liquid waste on the dairies, and will use varying amounts of solid waste, depending on which application standard is used:

Scenario 1 Crop Uptake	N lbs/yr	P lbs/yr	K lbs/yr
Total Nutrients Produced	1,368,943	559,918	2,281,228
Total Nutrients used on Dairies	444,566	186,645	729,571
Total Nutrients to export	924,377	373,272	1,551,657

Scenario 2 U of I guidelines	N lbs/yr	P lbs/yr	K lbs/yr
Total Nutrients Produced	1,368,943	559,918	2,281,228
Total Nutrients used on Dairies	602,895	250,580	995,342
Total Nutrients to export	766,048	309,338	1,285,886

- The estimated irrigable and farmed land in the Dry Lakes area (as outlined on map) is 43,527 acres. This estimate was prepared using water rights data and aerial photo inspection.
- The estimated crop mix is as follows:

Crop	% of total	Dry lakes acreage
wheat*	19%	8289
barley*	3%	1368
beans*	6%	2534
potatoes*	4%	1911
sugar beets*	6%	2807
alfalfa*	23%	10153
sweet corn seed**	10%	4464
mint**	10%	4464
onions**	10%	4464
small seeds**	7%	3071
Total		43527

*1997 Census of Agriculture

**estimated.

- Assuming the **43527 acres** in the area are planted according to the percentages above, average nutrient uptake will be as follows:

Crop	% of Total	Yield (tons/acre)	N lbs/acre	P (uptake) lbs/acre	P (U of I) lbs/acre	K lbs/acre
wheat (inc. straw)*	19%	3	149	37	56	80
barley (inc.straw)*	3%	3	139	24	36	91
beans*	6%	1.5	0	12	18	23
potatoes*	4%	25	165	30	45	260
sugar beets*	6%	30	120	18	27	84
alfalfa*	23%	7.5	0	30	45	252
sweet corn seed**	10%	2.5	72	13	19	18
mint**	10%	4	135	14	21	101
onions*	10%	25	150	30	45	110
small seeds**	7%	500	18	9	13	6
Totals	100%		86	24	37	119

*Table 6-6 NRCS Agricultural Waste Handbook

** estimated

2002-2003

2002-2003

- Depending on the application rates used by dairymen and crop farmers, the number of acres required to dispose of exported solid wastes is as follows:

Acres required to land apply exported manure		
	If Dairymen use	
	Crop Uptake	U of I Guides
If Farmers use		
Crop uptake	15330	12705
U of I Guides	10220	8470

- The most probable number of acres required will be in the range from 8,500 - 10,200 acres. This represents from 21% to 26% of the total acres available in the area.

Total Cropland	43527
Owned by dairies	3685
Available for exported manure	39842
% required at lower end of range	21%
% required at higher end of range	26%

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Analysis of the existing and proposed dairies

Ownership and size

The six dairies considered in this survey are located in an area generally south and east of Lake Lowell in Canyon County. The dairy names and sizes are as follows:

<i>Map No.</i>	<i>Dairy Name</i>	<i>Permit size (Head)</i>
<i>1</i>	<i>Bert DeWinkle</i>	<i>2000</i>
<i>2</i>	<i>Chuck DeGroot</i>	<i>5000</i>
<i>3</i>	<i>Ed DeGroot</i>	<i>4000</i>
<i>4</i>	<i>Larry Vander Stelt</i>	<i>8000</i>
<i>5</i>	<i>Sieberling Dairy</i>	<i>1000</i>
<i>6</i>	<i>Teunissen Dairy</i>	<i>4000</i>
	<i>Total</i>	<i>24000</i>

The permit size is somewhat higher than most of the dairies will achieve in the near future, however, it is expected that all the dairies will achieve the permitted size within 5 - 7 years. The estimated herd sizes and animal units for each dairy are calculated in **Exhibit 1**. These numbers are estimates for each dairy at full development.

Facilities

All six dairies are new, state-of-the-art facilities. All have free stall barns with flush alleys, and it is assumed all have or will soon have corrals behind the free stall barns in addition. Any heifers raised will be housed in open corrals. The stall barns will generally be flushed with lagoon water. It is assumed that roughly 85% of the manure from milking and dry cows will enter the separation devices en route to the lagoons, and that 68% of the manure will be removed from the flush water at that time. It is also assumed that each dairy will utilize its own lagoon effluent first, and will spread dry manure only as it has need for the nutrients.

Nutrient production

The estimated gross quantities of nutrients which will be produced are calculated in **Exhibit 2**. NRCS chart values are used for quantities produced, nutrient composition of the manure, and nitrogen retention. The following chart summarizes the calculations:

Description	Volume cu.ft	N lbs/yr	P lbs/yr	K lbs/yr	Tons (40#/cf)/ Gallons
Lagoon	19,588,683	314,224	134,012	510,778	146,915,121
Solid Waste	9,202,360	1,054,720	425,906	1,770,450	184,047
Total Nutrients Produced	28,791,043	1,368,943	559,918	2,281,228	

It should be remembered that these quantities are the result of standard chart percentages being applied to estimated numbers of cattle. Individual or local variations in nutrition management are not taken into consideration. While the lbs. of phosphorus produced annually is probably the most reliable number in this table, nutritionists are becoming more aware of the need to reduce over-feeding of phosphorous and the only way to know for certain how much phosphorous these cows will excrete is to weigh the manure and test for phosphorous content.

The total quantities of solid and liquid waste produced are highly dependent on management decisions such as shutting off the wash pen during the coldest months, or processing solid waste by composting. Either of these decisions can change the total volume of material to be handled by 25 - 60 %. Each dairy will be required to have a nutrient management plan which will require more accurate quantification of waste volumes and nutrient concentrations. The numbers presented in this survey are rough estimates which are intended to help answer a particular question.

Utilization of nutrients on the dairies - one rotation and two scenarios

The 6 dairies in this survey own varying size plots of land. Estimates were made of cropland available for waste disposal after deducting the land used for dairy facilities. These are only estimates and are not the result of studies done on any of the farms. The acreages assumed are in the following table:

Owner	Acres
DeWinkle Dairy	320
C. DeGroot Dairy	1140
E. DeGroot Dairy	340
Vander Stelt Dairy	765
Sieberling Dairy	320
Teunissen Dairy	800
Total	3685

The estimates are probably conservative, but are intended to reflect acreage devoted to intensive crop production. The crop rotations chosen for this survey are aggressive consumers of phosphorous, and at the same time provide a large quantity of feed per acre. This survey evaluates one possible crop rotation, which can be used in two different ways to develop land application rates.

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Why two scenarios?

The nutrient management plans which are required for Idaho dairymen allow manure to be land applied at one of two different rates: "crop uptake", or according to Fertilizer Guides published by the University of Idaho. These rates can be substantially different.

"Crop uptake" values are the result of multiplying the nutrient composition of the crop by the tonnage removed from the field. This standard is required where soil phosphorus tests exceed certain "thresholds". The threshold value which triggers use of the crop uptake standard is itself dependent upon whether the primary environmental concern is groundwater pollution or surface runoff. The threshold values are as follows:

Environmental Concern	Sample depth	Threshold level (ppm)	Decision Rules
Surface runoff	0 - 12"	40	less than 40 ppm, use U of I guidelines or Crop Uptake. above 40 ppm, use crop uptake standards
Groundwater:			
less than 5' deep	18" - 24"	20	less than threshold, use U of I guidelines
more than 5' deep	18" - 24"	30	above the threshold, use crop phosphorus uptake

Source: NRCS Conservation Practice Standard

The note printed in the standard clarifies the purpose and intent of the standard.

Note: When soil test P concentrations are above the TH, the planner, in cooperation with the producer, will design a nutrient management plan that will reduce soil test P concentrations below the TH and minimize potential off-site transport. This may require adjustments in crop rotation, irrigation method and scheduling, form, timing or placement of P applied, and changes in P application rates less than crop P uptake.

Because dairymen are required to test soil for phosphorus every 3 years, and because soils on most existing dairies exceed the threshold levels, crop uptake is probably the standard most dairymen will use to determine how much manure to apply to their land. **It is not clear, however, that crop yields can be maintained with this regimen.** Certainly a century of University trials has resulted in University of Idaho fertilizing guidelines which are considerably higher than crop uptake. Crop uptake represents the minimum values a dairyman would use. Soil P concentrations should be falling when crop P uptake is the gauge for manure application rates. No plant system is 100% efficient at removing phosphorus from the soil. When application rates are exactly at crop uptake, either soil P concentrations will decrease, or if there isn't enough soil P to sustain crop yields, yields will decrease.

No soil tests have been taken for this survey, and it is impossible to predict either the crop rotations or which application standard the dairies will use. The consequences in terms of land required for application of the manure is then calculated for each scenario.

Com, Triticale, and Alfalfa

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One crop rotation dairymen can use consists of 3 years of corn, double cropped with triticale, followed by 3 years of alfalfa. This rotation has several advantages.

One advantage is that the fall seeded triticale crop allows the dairyman to spread liquid waste later in the fall, which provides more lagoon space and a greater margin of safety in dealing with late spring wet spells. The nutrient management plans will require that effluent be spread on growing crops. If the last irrigation on corn occurs around September 15, no further pumping will be allowed until spring. With the addition of a fall planted crop, lagoon pumping can be extended into early November.

Another advantage is that corn borers are a significant problem in this area, and crop rotation with alfalfa is the most effective means of control. The alfalfa is quite useful as green chop during the hot months of summer, and can also be harvested as hay or silage. The deep roots of alfalfa help to scavenge the phosphorous from the deeper layers of the soil, and alfalfa is good for soil condition.

This crop rotation will allow application rates of either 51 lbs. or 68 lbs. of phosphorus per acre, each year of the rotation. The following chart illustrates:

Crop	Years of Rotation	Years in Rotation	Yield (tons/acre)	N lbs/acre	P (uptake) lbs/acre	P (U of I) lbs/acre	K lbs/acre
Triticale (Double crop w/corn)	1-3	3	10	131	15	21	76
Corn Silage	1-3	3	32	246	56	70	244
Alfalfa	3-6	3	7.5		31	45	238
Totals		6		189	51	68	279

If manure is applied at these rates, the quantity of nutrients which can be utilized on the dairies and the quantities which must be exported are as follows:

Scenario 1 Crop Uptake	N lbs/yr	P lbs/yr	K lbs/yr
Total Nutrients Produced	1,368,943	559,918	2,281,228
Total Nutrients used on Dairies	444,566	186,645	729,571
Total Nutrients to export	924,377	373,272	1,551,657

Scenario 2 U of I guidelines	N lbs/yr	P lbs/yr	K lbs/yr
Total Nutrients Produced	1,368,943	559,918	2,281,228
Total Nutrients used on Dairies	602,895	250,580	995,342
Total Nutrients to export	766,048	309,338	1,285,886

An analysis of the acres needed for land application will follow in the next section. What is clear from the analysis to this point is that **with this rotation (and other similar rotations) the dairies can use all the liquid waste they produce and a substantial proportion of the solid waste.**

Analysis of the Dry Lakes Area

Total land area

The total land area identified as potential land application area is bounded on the west by the Snake River, on the north by Marsing road, on the east by Lake Lowell and the Union Pacific rail spur to Melba, and on the south by Baseline Road. The actual number of farmable acres was estimated through analysis of existing water rights and confirmed by inspection of aerial photos. It is estimated that approximately 43,500 acres are farmed in the area. Exhibit 3 contains a breakdown by quarter section of the estimated farmable acres. The totals for each Township are contained in the following table:

Township	Total Farmed Acres
T 01 N, R 02 W	14499
T 01 N, R 03 W	9212
T 02 N, R 02 W	6968
T 02 N, R 03 W	8873
T 02 N, R 04 W	3975
Total	43527

Using data for Canyon county from the 1997 Ag Census (Exhibit 4) and estimates from observation of the area, the following crop mix was calculated:

Canyon County Data			
Irrigated Crop land (acres)		Total county 194995	Dry lakes area 43527
Crop	Acres	% of total	Dry lakes acreage
wheat*	37135	19%	8289
barley*	6127	3%	1368
beans*	11353	6%	2534
potatoes*	8563	4%	1911
sugar beets*	12577	6%	2807
alfalfa*	45484	23%	10153
sweet corn seed**	20000	10%	4464
mint**	20000	10%	4464
onions**	20,000	10%	4464
small seeds**	13756	7%	3071

*1997 Census of Agriculture

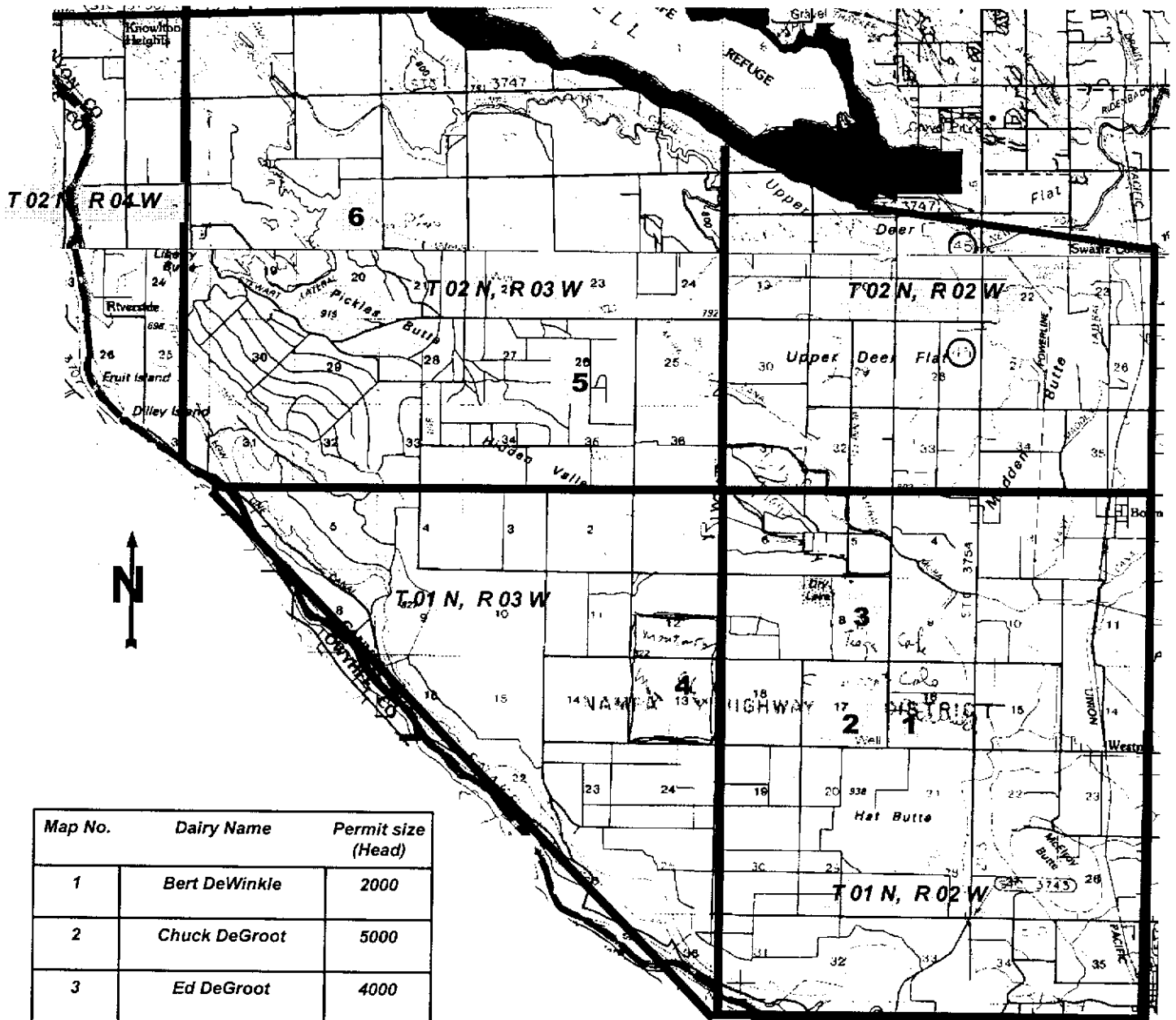
**estimated.

A map of the area follows on the next page

MICROFILM

JUN 25 1997

Area Map - Canyon County Dairy Sites



Map No.	Dairy Name	Permit size (Head)
1	Bert DeWinkle	2000
2	Chuck DeGroot	5000
3	Ed DeGroot	4000
4	Larry Vander Stelt	8000
5	Sieberling Dairy	1000
6	Teunissen Dairy	4000
	Total	24000

Township	Total Farmed Acres*
T 01 N, R 02 W	14499
T 01 N, R 03 W	9212
T 02 N, R 02 W	6968
T 02 N, R 03 W	8873
T 02 N, R 04 W	3975
Total	43527**

*area west of Union Pacific Rail Line

** Based on irrigation rights and aerial photos

Dairy Sites (proposed or operating)	Portions of T1N R2W,	
Dry Lakes Area	T1N R3W, T2N R3W	Prepared by: -
Canyon County, Idaho	Scale 1" = 11000'	Darwin Vander Stelt

Average nutrient uptake in the area

Using the average crop mix described above, the average quantity of nutrients per acre which may be land applied each year may be calculated as follows:

Crop	% of Total	Yield (tons/acre)	N lbs/acre	P (uptake) lbs/acre	P (U of I) lbs/acre	K lbs/acre
wheat (inc. straw)*	19%	3	149	37	56	80
barley (inc. straw)*	3%	3	139	24	36	91
beans*	6%	1.5	0	12	18	23
potatoes*	4%	25	165	30	45	260
sugar beets*	6%	30	120	18	27	84
alfalfa*	23%	7.5	0	30	45	252
sweet corn seed**	10%	2.5	72	13	19	18
mint**	10%	4	135	14	21	101
onions*	10%	25	150	30	45	110
small seeds**	7%	500	18	9	13	6
Totals	100%		86	24	37	119

*Table 6-6 NRCS Agricultural Waste Handbook

** estimated

Acres required for exported manure

Using the phosphorous to calculate application rates, the acres required to land apply the nutrients available are as follows:

Acres required to land apply exported manure		
	If Dairymen use	
	Crop Uptake	U of I Guides
If Farmers use		
Crop uptake	15330	12705
U of I Guides	10220	8470

Some of these possibilities are more likely to occur than others. It is highly unlikely that both dairymen and farmers will apply manure at strictly phosphorous uptake rates. Because the dairies are new and have not been over-applying manure in the past, they will be able to apply manure to at least some fields at U of I rates. Farmers are unlikely to ever apply manure at crop uptake rates unless limited by government action. This leaves a range of between 8,500 and 10,200 acres as the most likely number of acres needed to apply the solid waste.

Total Cropland	43527
Owned by dairies	3685
Available for exported manure	39842
% required at lower end of range	21%
% required at higher end of range	26%

Exhibit 1 - Herd sizes and quantity of waste produced

Herd Profile

Total of Estimates

1	Total Cows		14797	
	Milking Cows		12620	
	Average weight /cow	(weighted Average)	1,360	
	Number of 1000 lb animal units			17168
	Daily manure weight/1000lb animal (NRCS Handbook, Table 4-5) (Lb.)	80		
	Daily manure volume/1000 lbs (cu.ft./day) (Table 4-5) (cu.ft./day)	1.30		
2	Total Milk Cow Manure volume (cu.ft./day)			22318
	Total Milk Cow Manure weight (Lbs./day)			1,373,440
	% Dry cows	15%		
	Number of Dry Cows		2177	
	Number of 1000 lb animal units		2961	
	Daily manure weight/1000lb animal (NRCS Handbook, Table 4-5) (Lb.)	82		
	Daily manure volume/1000 lbs (cu.ft./day) (Table 4-5) (cu.ft./day)	1.3		
3	Total Dry Cow Manure volume (cu.ft./day)			3850
	Total Dry Cow Manure weight (Lbs./day)			242,841

Heifers:

Expected and actual numbers:

	Age % of Herd	Expected Number	Actual Number	Actual Avg. Weight	Calculated Mass (lbs)
	16-24 mo.	0.38 5623	3,896	700	2727223
	13-15 mo.	0.12 1776	1,094	600	656185
	9-12 mo.	0.17 2515	1,557	450	700609
	5-8 mo	0.17 2515	1,407	250	351727
	3-4 mo	0.08 1184	662	175	115925
	0-2 mo	0.08 1184	662	80	52994
Total heifers		14797	9278	Total Mass	4,604,664

Total no. of 1000 lb animal units		4605	
Daily manure weight/1000lb animal (NRCS Handbook, Table 4-5) (Lb.)	85		
Daily manure volume/1000 lbs (cu.ft./day) (Table 4-5) (cu.ft./day)	1.30		
Total Heifer Manure volume (cu.ft./day)			5986
Total Heifer Manure weight (Lbs./day)			391,396
Total 1000# Animal Units		24,734	
Total volume in cu.ft./day from all animals in herd			32154
Total weight in Lb./day from all animals in herd			2,007,678

Herd Profile

Estimated C. Degroot

1 Total Cows	2520.875	
Milking Cows	2150	
Average weight /cow	1400	
Number of 1000 lb animal units		3010
Daily manure weight/1000lb animal (NRC	80	
Daily manure volume/1000 lbs (cu.ft./day)	1.30	
2 Total Milk Cow Manure volume (cu.ft./day)		3913
Total Milk Cow Manure weight (Lbs./day)		240800

% Dry cows 0.15

Number of Dry Cows	370.875	
Number of 1000 lb animal units	519.225	
Daily manure weight/1000lb animal (NRC	82	
Daily manure volume/1000 lbs (cu.ft./day)	1	
3 Total Dry Cow Manure volume (cu.ft./day)		674.9925
Total Dry Cow Manure weight (Lbs./day)		42576.45

Heifers:

Expected and actual num	Expected	Actual	Actual Avg.	Calculated
Age	% of Herd	Number	Number	Weight Mass (lbs)
16-24 mo.	38%	958	958	1100 1053725.75
13-15 mo.	12%	303	303	800 242004
9-12 mo.	17%	429	429	600 257129.25
5-8 mo	17%	429	429	350 149992.063
3-4 mo	8%	202	202	250 50417.5
0-2 mo	8%	202	202	125 25208.75
Total heifers		2,521	2521	Total Mass 1778477.31

Total no. of 1000 lb animal units	1778.47731
Daily manure weight/1000lb animal (N	85
Daily manure volume/1000 lbs (cu.ft./d	1
Total Heifer Manure volume (cu.ft./day)	2312.02051
Total Heifer Manure weight (Lbs./day)	151170.572

Total volume in cu.ft./day from all animals in herd	6900.01301
Total weight in Lb./day from all animals in herd	434547.022

Herd Profile

Estimated E. Degroot

1	Total Cows		2520.875	
	Milking Cows		2150	
	Average weight /cow		1400	
	Number of 1000 lb animal units			3010
	Daily manure weight/1000lb animal (NRC)	80		
	Daily manure volume/1000 lbs (cu.ft./day)	1.30		
2	Total Milk Cow Manure volume (cu.ft./day)			3913
	Total Milk Cow Manure weight (Lbs./day)			240800
	% Dry cows	0.15		
	Number of Dry Cows		370.875	
	Number of 1000 lb animal units		519.225	
	Daily manure weight/1000lb animal (NRC)	82		
	Daily manure volume/1000 lbs (cu.ft./day)	1		
3	Total Dry Cow Manure volume (cu.ft./day)			674.9925
	Total Dry Cow Manure weight (Lbs./day)			42576.45

Heifers:

Expected and actual num	Expected	Actual	Actual Avg.	Calculated
Age	% of Herd	Number	Weight	Mass (lbs)
16-24 mo.	38%	958	750	1100
13-15 mo.	12%	303	100	800
9-12 mo.	17%	429	150	600
5-8 mo	17%	429	0	350
3-4 mo	8%	202	0	250
0-2 mo	8%	202	0	125
Total heifers		2521	1000	Total Mass
				995000

Total no. of 1000 lb animal units		995	
Daily manure weight/1000lb animal (N	85		
Daily manure volume/1000 lbs (cu.ft./d	1		
Total Heifer Manure volume (cu.ft./day)			1293.5
Total Heifer Manure weight (Lbs./day)			84575

Total volume in cu.ft./day from all animals in herd	5881.4925
Total weight in Lb./day from all animals in herd	367951.45

Herd Profile

Estimated Larry Vander Stelt

1 Total Cows		3998.225	
Milking Cows		3410	
Average weight /cow		1400	
Number of 1000 lb animal units			4774
Daily manure weight/1000lb animal (NRC)	80		
Daily manure volume/1000 lbs (cu.ft./day)	1.30		
2 Total Milk Cow Manure volume (cu.ft./day)			6206.2
Total Milk Cow Manure weight (Lbs./day)			381920
% Dry cows	0.15		
Number of Dry Cows		588.225	
Number of 1000 lb animal units		823.515	
Daily manure weight/1000lb animal (NRC)	82		
Daily manure volume/1000 lbs (cu.ft./day)	1		
3 Total Dry Cow Manure volume (cu.ft./day)			1070.5695
Total Dry Cow Manure weight (Lbs./day)			67528.23

Heifers:

Expected and actual num	Expected	Actual	Actual Avg.	Calculated
Age	% of Herd	Number	Number	Weight
16-24 mo.	38%	1,519	1,519	1100
13-15 mo.	12%	480	480	800
9-12 mo.	17%	680	680	600
5-8 mo	17%	680	680	350
3-4 mo	8%	320	320	250
0-2 mo	8%	320	320	125
Total heifers		3,998	3,998	Total Mass

Total no. of 1000 lb animal units		2820.74774	
Daily manure weight/1000lb animal (N	85		
Daily manure volume/1000 lbs (cu.ft./d	1		
Total Heifer Manure volume (cu.ft./day)			3666.97206
Total Heifer Manure weight (Lbs./day)			239763.558

Total volume in cu.ft./day from all animals in herd	10943.7416
Total weight in Lb./day from all animals in herd	689211.788

Herd Profile

Estimated Sieberling

1 Total Cows		586.25	
Milking Cows		500	
Average weight /cow		1400	
Number of 1000 lb animal units			700
Daily manure weight/1000lb animal (NRC	80		
Daily manure volume/1000 lbs (cu.ft./day)	1.30		
2 Total Milk Cow Manure volume (cu.ft./day)			910
Total Milk Cow Manure weight (Lbs./day)			56000
 % Dry cows	0.15		
Number of Dry Cows		86.25	
Number of 1000 lb animal units		120.75	
Daily manure weight/1000lb animal (NRC	82		
Daily manure volume/1000 lbs (cu.ft./day)	1		
3 Total Dry Cow Manure volume (cu.ft./day)			156.975
Total Dry Cow Manure weight (Lbs./day)			9901.5

Heifers:

Expected and actual num	Expected	Actual	Actual Avg.	Calculated
Age	% of Herd	Number	Number	Weight
16-24 mo.	38%	223	223	1100
13-15 mo.	12%	70	70	800
9-12 mo.	17%	100	100	600
5-8 mo	17%	100	100	350
3-4 mo	8%	47	47	250
0-2 mo	8%	47	47	125
Total heifers		586	586	Total Mass
				413599.375

Total no. of 1000 lb animal units		413.599375	
Daily manure weight/1000lb animal (N	85		
Daily manure volume/1000 lbs (cu.ft./d	1		
Total Heifer Manure volume (cu.ft./day)			537.679188
Total Heifer Manure weight (Lbs./day)			35155.9469

Total volume in cu.ft./day from all animals in herd	1604.65419
Total weight in Lb./day from all animals in herd	101057.447

Herd Profile

Estimated Teunissen

1	Total Cows		3998.225	
	Milking Cows		3410	
	Average weight /cow		1400	
	Number of 1000 lb animal units			4774
	Daily manure weight/1000lb animal (NRC	80		
	Daily manure volume/1000 lbs (cu.ft./day)	1.30		
2	Total Milk Cow Manure volume (cu.ft./day)			6206.2
	Total Milk Cow Manure weight (Lbs./day)			381920

	% Dry cows	0.15		
	Number of Dry Cows		588.225	
	Number of 1000 lb animal units		823.515	
	Daily manure weight/1000lb animal (NRC	82		
	Daily manure volume/1000 lbs (cu.ft./day)	1		
3	Total Dry Cow Manure volume (cu.ft./day)			1070.5695
	Total Dry Cow Manure weight (Lbs./day)			67528.23

Heifers:

Expected and actual num	Expected	Actual	Actual Avg.	Calculated
Age	% of Herd	Number	Weight	Mass (lbs)
16-24 mo.	0	1519.3255	0	1100
13-15 mo.	0	479.787	0	800
9-12 mo.	0	679.69825	0	600
5-8 mo	0	679.69825	0	350
3-4 mo	0	319.858	0	250
0-2 mo	0	319.858	0	125
Total heifers		3998.225	0	Total Mass

Total no. of 1000 lb animal units		0	
Daily manure weight/1000lb animal (N	85		
Daily manure volume/1000 lbs (cu.ft./d	1		
Total Heifer Manure volume (cu.ft./day)			0
Total Heifer Manure weight (Lbs./day)			0

Total volume in cu.ft./day from all animals in herd	7276.7695
Total weight in Lb./day from all animals in herd	449448.23

Herd Profile

Estimated DeWinkle

1	Total Cows		1173	
	Milking Cows		1000	
	Average weight /cow		900	
	Number of 1000 lb animal units			900
	Daily manure weight/1000lb animal (NRC	80		
	Daily manure volume/1000 lbs (cu.ft./day)	1.30		
2	Total Milk Cow Manure volume (cu.ft./day)			1170
	Total Milk Cow Manure weight (Lbs./day)			72,000
	% Dry cows	15%		
	Number of Dry Cows		173	
	Number of 1000 lb animal units		155	
	Daily manure weight/1000lb animal (NRC	82		
	Daily manure volume/1000 lbs (cu.ft./day)	1.3		
3	Total Dry Cow Manure volume (cu.ft./day)			202
	Total Dry Cow Manure weight (Lbs./day)			12,731

Heifers:

Expected and actual num	Expected	Actual	Actual Avg.	Calculated
Age % of Herd	Number	Number	Weight	Mass (lbs)
16-24 mo.	0.38	446	700	312200
13-15 mo.	0.12	141	600	84600
9-12 mo.	0.17	199	450	89550
5-8 mo	0.17	199	250	49750
3-4 mo	0.08	94	175	16450
0-2 mo	0.08	94	80	7520
Total heifers	1173	1173	Total Mass	560070

Total no. of 1000 lb animal units		560	
Daily manure weight/1000lb animal (NRC	85		
Daily manure volume/1000 lbs (cu.ft./day)	1.30		
Total Heifer Manure volume (cu.ft./day)			728
Total Heifer Manure weight (Lbs./day)			47,606

Total volume in cu.ft./day from all animals in herd	2100
Total weight in Lb./day from all animals in herd	132,336

Exhibit 2 - Nutrients in solid and liquid

Exhibit 2 Animal Nutrients

Total Nutrients Excreted:

Source: NRCS Agricultural Waste Handbook, Table 4-5

Animals		1000# AU	Lbs. per day			Lbs. per year		
			N	P	K	N	P	K
Milk Cows	12620	17168	0.45	0.07	0.26	2,819,844	438,642	1,629,243
Dry cows	2177	2961	0.36	0.05	0.23	389,138	54,047	248,616
Heifers	9278	4605	0.31	0.04	0.24	521,018	67,228	403,369
Total Lbs. nutrients excreted annually						3,730,000	559,918	2,281,228

Manure nutrients are handled as either solid waste or liquid waste.

			Lbs. Per Yr			Cubic ft Solids/yr	Authority
			N	P	K		
% of Milk cows handled as liquid (lagoon)	85%		2,396,867	372,846	1,384,857	6,924,284	(NRCS 11-5) (NRCS 11-6) (NRCS 11-8)
less separator solids	68%		(1,629,870)	(253,535)	(941,703)	(4,708,513)	
% Dry Cows handled as liquid	85%		330,768	45,940	211,324	1,194,439	
less separator solids	68%		(224,922)	(31,239)	(143,700)	(812,218)	
% Heifers handled as liquid	0%		-	-	-	-	
less separator solids	68%		-	-	-	-	
Total nutrients into lagoon			872,843	134,012	510,778	2,597,991	
N retained in storage	50%						(NRCS 11-5)
N retained after application	75%						(NRCS 11-6)
N retained after denitrification	96%						(NRCS 11-8)
Total N, P, K in Lagoon water			314,224	134,012	510,778		

			Lbs. Per Yr			Cubic ft Solids/yr	Authority
			N	P	K		
% Milk Cows handled as Solid waste	15%		422,977	65,796	244,386	1,221,932	(NRCS 11-5) (NRCS 11-6) (NRCS 11-8)
Add Separator solids			1,629,870	253,535	941,703	4,708,513	
% Dry Cows handled as solid Waste	15%		58,371	8,107	37,292	210,783	
add Separator Solids			224,922	31,239	143,700	812,218	
% Heifers Handled as Solid waste	100%		521,018	67,228	403,369	2,184,913	
add Separator Solids			-	-	-	-	
Total nutrients in Solids			2,857,157	425,906	1,770,450	9,138,360	
N retained in storage	65%		(1,857,152)				(NRCS 11-5)
N retained after application	60%		(1,714,294)				(NRCS 11-6)
N retained after denitrification	96%		(2,742,871)				(NRCS 11-8)
Tons of straw used		1,000					
deduct:	15	Lb N/ton	-15000				
Total N, P, K in Solid Waste			1,054,720	425,906	1,770,450	9,138,360	

Total N, P, K for land application

1,368,943	559,918	2,281,228
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Concentration of nutrients in Solid waste and Lagoon Water:

Solid waste volume:

Total 1000 Lb. Animal Units

24,734

Cu. Ft. Waste /day/AU

1.3

NRCS Table 4-5

Daily cu.ft.

32,154

Annual Cu.ft

11,736,351

22%

deduct solids into lagoon (appendix c)

2,597,991

Annual Cu.ft

9,138,360

Add Straw (compacted to 64 cu.ft./ton)

64,000

Total Solid Waste Volume	9,202,360
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Liquid Waste Volume (from Appendix C) (Assumes no runoff)	19,588,683
---	------------

Type	Total Volume (Cu. Ft.)	Lbs. Nutrients/cu.ft.		
		N	P	K
Solid Waste	9,202,360	0.11	0.05	0.19
Lagoon Water	19,588,683	0.0160	0.0068	0.0261

Prepared by:

Darwin Vander Stelt 1/8/00

Exhibit 3 - Acres farmed in Dry Lakes area

Summary

Township	Total Farmed Acres
T 01 N, R 02 W	14499
T 01 N, R 03 W	9212
T 02 N, R 02 W	6968
T 02 N, R 03 W	8873
T 02 N, R 04 W	3975
Total	43527

T 01 N, R 02 W					
Section	NE	NW	SW	SE	Section Total
1					0
2		155	158		313
3	140	140	158	158	596
4	60	20	80	144	304
5	40	137	160	151	488
6	137	141	160	160	598
7	160	160	160	159	639
8	155	105	160	141	561
9	50	146	157	111	464
10	158	158	156	156	628
11		100	100		200
12					0
13					0
14		155	155		310
15	155	155	155	155	620
16	120	159	121	153	553
17	160	160	160	154	634
18	156	153	155	156	620
19	160	160	159	158	637
20	9	149	158	20	336
21	158	74	154	88	474
22	155	150	150	150	605
23		155	150		305
24					0
25					0
26		156	140		296
27	155	157	156	120	588
28	52		158	152	362
29		160	158	158	476
30	160	160	156	156	632
31	160	147	6	39	352
32	61	157	70		288
33	150	150		150	450
34	155	155	155	145	610
35	120	150	150	140	560
36					0
Total for this Township					14499

T 01 N, R 03 W					
Section	NE	NW	SW	SE	Section Total
1	158	155	160	150	623
2	160	160	143	160	623
3	160	160	160	160	640
4	160	142	128	118	548
5	50			19	69
6		74	154	40	268
7					0
8	51	81	75	93	300
9	121	63	56	156	396
10	158	158	158	160	634
11	154	120	160	160	594
12	157	148	157	153	615
13	160	160	160	159	639
14	160	160	160	160	640
15	157	160	133	158	608
16	139	20	49	20	228
17					0
18					0
19					0
20					0
21					0
22					0
23	160	157	89	80	486
24	160	160	160	111	591
25	154	50	84	105	393
26	15	77	104	121	317
27					0
28					0
29					0
30					0
31					0
32					0
33					0
34					0
35					0
36					0
					9212

T 02 N, R 02 W					
Section	NE	NW	SW	SE	Section Total
1					0
2					0
3					0
4					0
5					0
6					0
7					0
8					0
9					0
10					0
11					0
12					0
13					0
14					0
15					0
16					0
17					0
18					0
19	150	120	150	150	570
20	120	155	155	155	585
21	150	150	155	155	610
22	130	110	80	80	400
23	120	155	155	120	550
24					0
25					0
26		115	100		215
27		100	140		240
28	155	155	155	115	580
29	155	155	155	155	620
30	150	150	100	100	500
31	80				80
32	150	135	120	140	545
33	120	145	158	150	573
34	140	140	155	155	590
35	20	140	150		310
36					0
					6968

T 02 N, R 03 W					
Section	NE	NW	SW	SE	Section Total
1					0
2					0
3					0
4		120	140	120	380
5	155	155	155	155	620
6					0
7	40	40	120	20	220
8	140	150	155	155	600
9	140	140	155		435
10					0
11					0
12					0
13	79	156		156	391
14	160	158	159	159	636
15	40	156	160	160	516
16	157	159	149	149	614
17	160	78		54	292
18					0
19			52	47	99
20					0
21	140	40		120	300
22	160	160	160	160	640
23	160	150	160	130	600
24	40	155	145	75	415
25	110				110
26					0
27					0
28			80		80
29			120	120	240
30	150	150	120	120	540
31					0
32					0
33	120			120	240
34	130	140	155	160	585
35			160	160	320
36					0
					8873

prepared by
Darwin Vander Stelt

T 02 N, R 04 W					
Section	NE	NW	SW	SE	Section Total
1	120	60	140	80	400
2	140	80		140	360
3					0
4					0
5					0
6					0
7					0
8					0
9					0
10					0
11	140			140	280
12	155	155	155	155	620
13	150	140	155	140	585
14	150			150	300
15					0
16					0
17					0
18					0
19					0
20					0
21					0
22					0
23	140	40	20	140	340
24	120	120	140		380
25	80	80			160
26	120	80	40	100	340
27					0
28					0
29					0
30					0
31					0
32					0
33					0
34					0
35					0
36	150	20		40	210
					3975

Exhibit 4 - Ag census

Table 13. Selected Crops Harvested: 1997 and 1992—Con.

(For meaning of abbreviations and symbols, see introductory text)

For meaning of abbreviations and symbols, see introductory text									
Crop	Idaho	Ada	Adams	Bannock	Bear Lake	Benewah	Bingham	Blaine	
Hay—alfalfa, other tame, small grain, wild, grass silage, green chop, etc. (see text) farms, 1997..	11 960	674	172	334	302	87	528	125	
1992..	11 940	617	161	334	329	85	571	132	
acres, 1997..	1 260 010	28 677	14 756	24 303	50 483	4 805	61 271	21 615	
1992..	1 063 292	27 557	15 588	24 667	45 079	5 184	50 376	16 814	
tons, dry, 1997..	4 395 396	111 209	30 943	73 501	100 944	7 465	237 380	74 127	
1992..	3 389 557	111 306	30 947	59 860	60 672	6 408	191 738	52 295	
Irrigated farms, 1997..	9 307	650	123	264	234	—	514	114	
1992..	9 381	599	120	271	249	—	550	130	
acres, 1997..	949 485	24 594	8 481	17 063	35 209	(D)	53 911	19 230	
1992..	815 964	26 550	9 239	17 416	28 968	—	48 233	16 539	
1997 farms by acres harvested:									
1 to 24 acres	4 364	434	63	149	70	33	208	29	
25 to 99 acres	4 175	184	60	113	98	36	162	38	
100 to 249 acres	2 192	38	41	52	72	16	108	33	
250 to 499 acres	813	11	4	13	37	2	36	15	
500 acres or more	416	7	4	7	25	—	14	10	
Crop	Boise	Bonner	Bonneville	Boundary	Butte	Camas	Canyon	Caribou	
Hay—alfalfa, other tame, small grain, wild, grass silage, green chop, etc. (see text) farms, 1997..	35	263	377	167	137	74	969	190	
1992..	25	285	401	161	120	47	867	194	
acres, 1997..	2 751	18 117	33 657	10 733	28 498	41 581	46 456	32 073	
1992..	1 858	20 258	35 457	9 550	27 632	14 984	32 773	29 289	
tons, dry, 1997..	8 438	29 436	115 049	29 436	106 523	67 422	223 375	86 471	
1992..	5 125	28 829	103 891	25 115	100 357	17 162	146 957	62 143	
Irrigated farms, 1997..	26	21	319	—	133	22	947	135	
1992..	13	28	330	3	119	15	839	146	
acres, 1997..	2 120	1 095	24 626	—	28 299	6 548	45 484	19 597	
1992..	1 208	1 324	23 438	(D)	27 574	4 779	31 752	18 574	
1997 farms by acres harvested:									
1 to 24 acres	13	103	166	65	20	4	549	46	
25 to 99 acres	13	124	117	69	43	4	318	47	
100 to 249 acres	7	47	63	23	37	19	67	56	
250 to 499 acres	2	6	20	9	25	16	28	29	
500 acres or more	—	3	12	1	12	31	7	12	
Crop	Cassia	Clark	Clearwater	Custer	Elmore	Franklin	Fremont	Gem	
Hay—alfalfa, other tame, small grain, wild, grass silage, green chop, etc. (see text) farms, 1997..	376	37	124	167	171	419	235	296	
1992..	353	39	116	182	133	424	240	268	
acres, 1997..	60 673	22 610	9 177	32 122	39 899	39 864	20 027	15 199	
1992..	48 864	14 482	7 311	30 796	22 785	35 022	24 450	13 589	
tons, dry, 1997..	250 118	89 543	14 101	86 364	199 404	128 289	59 981	48 026	
1992..	183 778	55 976	7 811	77 466	112 777	105 221	62 987	45 211	
Irrigated farms, 1997..	371	30	4	159	160	330	184	274	
1992..	350	29	2	182	122	345	198	254	
acres, 1997..	56 960	21 142	(D)	31 638	32 834	27 149	13 647	12 538	
1992..	48 351	12 428	(D)	29 821	18 931	26 890	15 246	11 130	
1997 farms by acres harvested:									
1 to 24 acres	109	—	48	36	56	125	87	148	
25 to 99 acres	115	3	48	39	36	157	84	111	
100 to 249 acres	93	13	21	44	34	95	48	26	
250 to 499 acres	34	6	5	32	24	35	14	6	
500 acres or more	25	15	2	16	22	7	2	3	
Crop	Gooding	Idaho	Jefferson	Jerome	Kootenai	Latah	Lemhi		
Hay—alfalfa, other tame, small grain, wild, grass silage, green chop, etc. (see text) farms, 1997..	357	410	471	369	313	271	197		
1992..	386	418	489	449	298	301	208		
acres, 1997..	40 173	41 025	72 903	37 490	17 252	17 540	46 392		
1992..	36 009	36 233	74 185	34 364	12 822	15 176	41 802		
tons, dry, 1997..	192 465	73 653	307 411	200 686	27 786	34 882	115 741		
1992..	175 586	36 118	303 461	179 203	19 466	18 999	96 639		
Irrigated farms, 1997..	347	27	469	366	69	4	196		
1992..	378	24	483	445	87	2	206		
acres, 1997..	38 739	1 099	71 773	37 472	2 604	102	44 853		
1992..	35 083	1 002	73 896	33 953	2 818	(D)	41 553		
1997 farms by acres harvested:									
1 to 24 acres	92	118	144	99	149	129	38		
25 to 99 acres	153	151	137	147	111	92	46		
100 to 249 acres	70	102	104	90	43	37	49		
250 to 499 acres	30	33	50	24	10	9	37		
500 acres or more	12	8	36	9	—	4	27		

Table 13. Selected Crops Harvested: 1997 and 1992—Con.

(For meaning of abbreviations and symbols, see introductory text)

Crop	Boise	Bonner	Bonneville	Boundary	Butte	Camas	Canyon	Caribou
Harvested cropland								
farms, 1997..	43	354	546	234	165	78	1 348	276
1992..	33	331	575	225	135	61	1 347	278
acres, 1997..	3 151	20 232	203 034	38 585	56 972	57 909	196 689	153 406
1992..	1 926	21 358	199 650	36 732	48 199	25 221	197 087	140 089
Irrigated								
farms, 1997..	33	73	471	36	161	23	1 326	181
1992..	21	69	493	30	134	21	1 317	186
acres, 1997..	2 403	1 294	143 959	2 192	56 316	8 737	194 995	64 786
1992..	1 203	1 734	145 580	1 154	48 060	6 817	194 566	59 838
Wheat for grain								
farms, 1997..	2	4	210	51	55	11	432	106
1992..	1	2	259	62	39	23	503	122
acres, 1997..	(D)	(D)	78 403	17 442	12 689	2 101	37 848	40 857
1992..	(D)	(D)	72 576	14 324	8 207	4 120	41 617	34 800
bushels, 1997..	(D)	(D)	5 193 225	927 625	1 077 132	71 434	4 234 738	2 152 910
1992..	(D)	(D)	5 220 090	896 519	809 881	65 123	3 878 978	1 441 638
Irrigated								
farms, 1997..	1	1	178	—	53	2	427	49
1992..	1	1	219	1	38	3	492	57
acres, 1997..	(D)	(D)	43 004	—	12 453	(D)	37 135	12 234
1992..	(D)	(D)	43 323	(D)	8 127	366	40 701	9 254
1997 farms by acres harvested:								
1 to 24 acres	—	3	26	7	3	—	97	9
25 to 99 acres	2	—	64	9	17	5	217	32
100 to 249 acres	—	1	59	15	17	2	93	32
250 to 499 acres	—	—	27	6	10	4	20	13
500 acres or more	—	—	34	14	8	—	5	20
Barley for grain								
farms, 1997..	8	4	247	33	97	39	171	166
1992..	5	7	298	58	75	31	224	195
acres, 1997..	300	(D)	58 096	6 223	14 180	13 549	6 164	74 912
1992..	113	210	55 747	8 773	10 192	5 485	9 298	73 692
bushels, 1997..	19 594	(D)	4 594 275	405 640	1 282 435	418 916	585 336	5 179 361
1992..	3 632	10 974	4 752 936	531 195	795 679	163 749	785 659	4 642 634
Irrigated								
farms, 1997..	7	1	211	—	95	6	168	106
1992..	2	2	249	—	75	7	217	128
acres, 1997..	288	(D)	43 698	—	13 960	1 299	6 127	27 200
1992..	(D)	(D)	42 994	—	10 192	1 252	9 077	28 258
1997 farms by acres harvested:								
1 to 24 acres	4	1	22	6	9	1	87	7
25 to 99 acres	2	3	92	6	39	7	75	44
100 to 249 acres	2	—	71	12	34	16	8	38
250 to 499 acres	—	—	30	7	12	8	—	22
500 acres or more	—	—	32	2	3	7	1	55
Dry edible beans, excluding dry limas								
farms, 1997..	—	—	—	—	—	1	194	—
1992..	—	—	—	—	—	1	159	—
acres, 1997..	—	(D)	—	—	—	(D)	11 353	—
1992..	—	(D)	—	—	—	(D)	8 488	—
cwt, 1997..	—	(D)	—	—	—	(D)	252 342	—
1992..	—	(D)	—	—	—	(D)	169 833	—
Irrigated								
farms, 1997..	—	—	—	—	—	1	194	—
1992..	—	—	—	—	—	1	159	—
acres, 1997..	—	(D)	—	—	—	(D)	11 353	—
1992..	—	(D)	—	—	—	(D)	8 488	—
1997 farms by acres harvested:								
1 to 24 acres	—	—	—	—	—	—	60	—
25 to 99 acres	—	—	—	—	—	—	104	—
100 to 249 acres	—	—	—	—	—	1	27	—
250 to 499 acres	—	—	—	—	—	—	3	—
500 acres or more	—	—	—	—	—	—	—	—
Potatoes, excluding sweetpotatoes								
farms, 1997..	—	3	98	5	16	1	95	25
1992..	—	2	126	2	16	—	86	22
acres, 1997..	—	(D)	31 777	90	2 221	(D)	8 563	5 823
1992..	—	(D)	35 417	(D)	3 126	—	7 137	4 313
cwt, 1997..	—	(D)	8 696 639	21 595	567 316	(D)	3 596 706	1 583 234
1992..	—	(D)	9 415 125	(D)	608 060	—	2 671 929	1 123 797
Irrigated								
farms, 1997..	—	3	98	5	16	1	95	25
1992..	—	2	126	2	16	—	86	22
acres, 1997..	—	(D)	31 777	90	2 221	(D)	8 563	5 823
1992..	—	(D)	35 417	(D)	3 126	—	7 137	4 313
1997 farms by acres harvested:								
0.1 to 4.9 acres	—	1	1	2	—	—	5	—
5.0 to 24.9 acres	—	2	5	1	2	—	16	—
25.0 to 99.9 acres	—	—	26	2	6	—	46	7
100.0 to 249.9 acres	—	—	34	—	6	1	20	10
250.0 to 499.9 acres	—	—	14	—	2	—	6	5
500.0 acres or more	—	—	18	—	—	—	2	3
Sugar beets for sugar								
farms, 1997..	—	—	—	—	—	—	133	—
1992..	—	—	—	—	—	—	270	—
acres, 1997..	—	—	—	—	—	—	12 577	—
1992..	—	—	—	—	—	—	32 464	—
tons, 1997..	—	—	—	—	—	—	378 447	—
1992..	—	—	—	—	—	—	900 320	—
Irrigated								
farms, 1997..	—	—	—	—	—	—	133	—
1992..	—	—	—	—	—	—	270	—
acres, 1997..	—	—	—	—	—	—	12 577	—
1992..	—	—	—	—	—	—	32 464	—
1997 farms by acres harvested:								
1 to 24 acres	—	—	—	—	—	—	18	—
25 to 99 acres	—	—	—	—	—	—	73	—
100 to 249 acres	—	—	—	—	—	—	34	—
250 to 499 acres	—	—	—	—	—	—	6	—
500 acres or more	—	—	—	—	—	—	2	—