

Identification No. 29 7144

Application No. _____

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION

APPLICATION FOR PERMIT

APPROVED

To appropriate the Public Waters of the State of Idaho
(TYPE OR PRINT IN INK)

1. Name of applicant Gibbs Brothers, A partnership, BY Ned Gibbs, Partner
post office address Swan Lake, Idaho 897-5590
2. Source of water supply ground water which is a tributary of - - -
3. a. Location of point of diversion is NE $\frac{1}{4}$ $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 21 Township 12S
Range 38E B.M. Bannock County; additional points of diversion if any: NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 22, T. 12S, R. 38E.
- b. If water is not consumed, it will be discharged into _____ at a point in _____ $\frac{1}{4}$
of _____ $\frac{1}{4}$ of Section _____ Township _____ Range _____ B.M. _____
4. Water will be used for the following purposes:
Amount 12.80 for Irrigation purpose from Apr. 1 to Nov. 1 (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated:
a. 12.80 cubic feet per second and/or
b. _____ acre feet per annum.
6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. well, sprinkler system

b. Height of storage dam _____ feet, active reservoir capacity _____ acre feet; total reservoir capacity _____ acre feet, materials used in storage dam: _____
Period of year during which storage will occur _____ to _____ inclusive.
(Mo. Day) (Mo. Day)
c. Proposed well diameter is 18 inches; proposed depth of well is 300 feet.
7. a. Time required for the completion of the works and application of the water to the proposed beneficial use is 5 years.
b. Estimated construction cost is \$ 10,000.00.
8. Description of proposed uses:
a. If water is **not** for irrigation:
(1) Give the place of use of water: _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$ of Section _____ Township _____
Range _____ B.M. _____
(2) Amount of power to be generated: _____ hp under _____ feet of head.
(3) List number of each kind of livestock to be watered _____

(4) Name of municipality to be served _____, or number of families to be supplied with domestic water _____.
(5) If water is to be used for other purposes describe: _____

29-7144

29-7144

b. If water is for irrigation, indicate acreage in each subdivision in the tabulation below:

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	
12S	38E	21	40	40	40	40	40			40	40			40	40	40	40	40	480
		22						40	40			40	40						160

Total number of acres to be irrigated 640

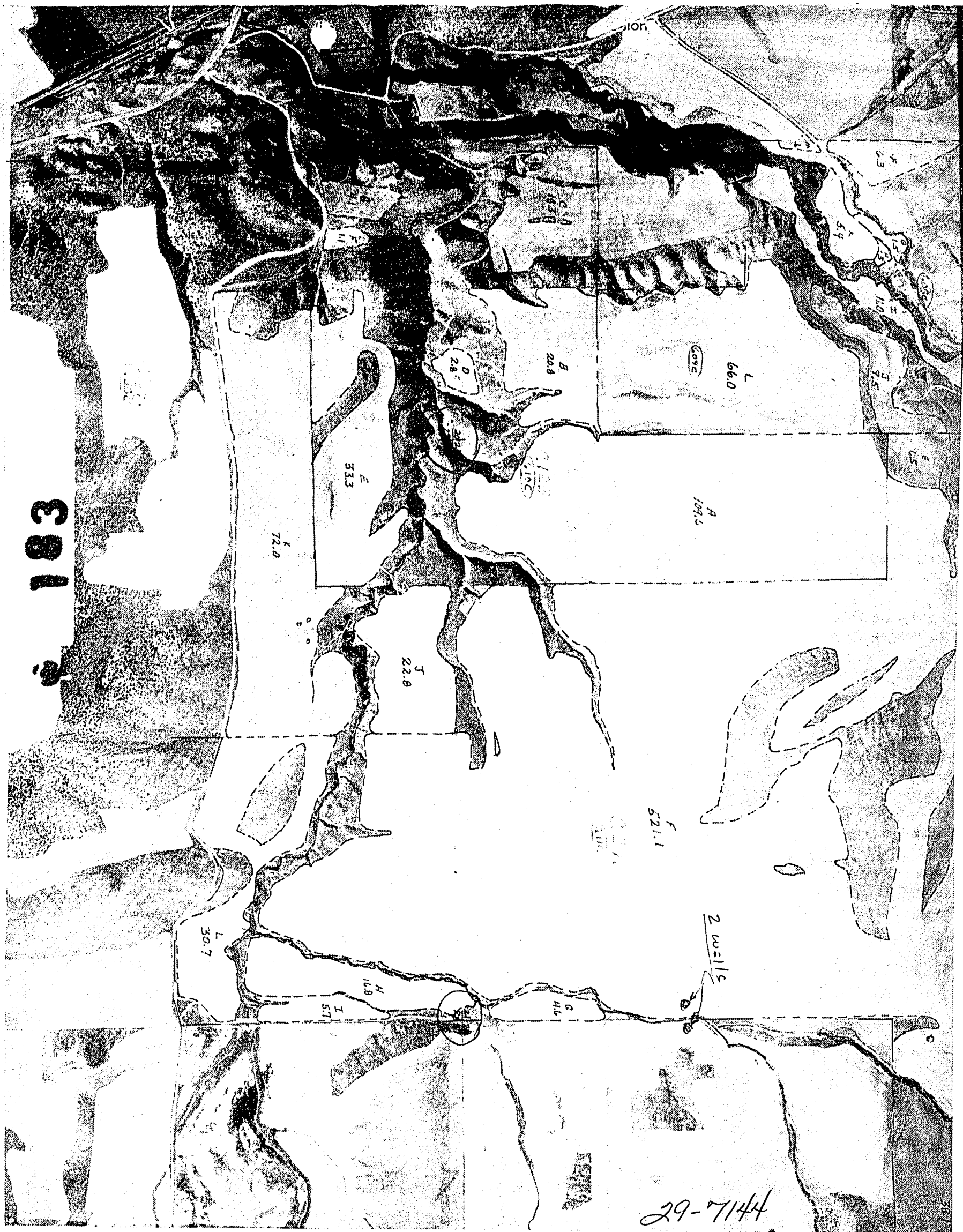
c. Describe any other water rights used for the same purposes as described above. none

9. a. Who owns the property at the point of diversion Applicant

b. Who owns the land to be irrigated or place of use Applicant

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing

10. Remarks



BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

H. B. Bros.
(Applicant) Ned Gibb

29-7144

38E

S

125

Sec 21

Sec 22

2a 2wells

29-7144

Proposed Priority 7-09-1973

29-7144

Received by Law Date 7/9/73 Time 4:45 pm
Preliminary check by Law Fee \$ 145.00
Receipted by Law Date 7/9/73 # 10263
Publication prepared by Law Date 7-10-73
Published in Idaho State Journal
Publication dates 7-19 + 26 - 1973
Publication approved NCY Date 8/3/73
Priority ~~reduced to~~ 7-9-73 Reason _____

Protests filed by: _____

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by NCY WDF

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER ADMINISTRATION

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 29-7144, and said application is hereby APPROVED.

1. Approval of said application is subject to the following limitations and conditions:

- a. SUBJECT TO ALL PRIOR WATER RIGHTS.
- b. Proof of construction of works and application of water to beneficial use shall be submitted on or before August 1, 1978.
- c. Other: A measuring device of a type approved by this Department shall be permanently installed and maintained as part of the diverting works.

2. Denial of said application is for the following reasons: _____

Witness my hand this 14th day of August, 1973.

R. Keith Higgins
Director

DEPARTMENT OF WATER ADMINISTRATION
- STAFF ANALYSIS -

Item	Initial	Date	
(1)	<u>Jay</u>	<u>7/9/73</u>	Application No. <u>29-7144 - Gibbs Bros.</u>
(2)			☒ Source ☒ Point of Diversion ☒ County ☒ Quantity of Water and Period of Use ☒ Description of Diverting Works ☒ Time required for B/U of water ☒ Place of Use or Acres Irrigated ☒ Map ☒ Signature ☒ Fee
(3)	<u>Jay</u>	<u>7/9/73</u>	In form to receipt
			Send Copies to: ☐ Idaho State Health Department ☐ Idaho Fish and Game Department ☐ Bureau of Land Management
(4)			☐ Request Special Use Permit from U.S.F.S. ☐ Request Easement from B.L.M. ☐ Request Information from Applicant
(5)	<u>Jay</u>	<u>7/9/73</u>	In form for advertising <u>yes</u>
(6)	<u>Jay</u>	<u>7/9/73</u>	Located within Water District No. <u>29</u>
(7)	<u>Jay</u>	<u>7/9/73</u>	Critical groundwater area: yes ☐ no ☒
(8)	<u>Jay</u>	<u>7/9/73</u>	Groundwater levels: ☐ Decline (comment) <u>No records of w/l. in this area</u> ☐ Stable (comment) _____ ☐ Increasing (comment) _____
(9)			Comments: _____
(10)	<u>mt</u>	<u>7/27/73</u>	Affidavit of Publication received (date) <u>7-27-73</u>
(11)	<u>mt</u>	<u>8-6-73</u>	Final date for protests <u>August 6, 1973</u> Protests received: yes ☐ no ☒
(12)	<u>"</u>	<u>"</u>	Date and Place of hearing <u>N.A.</u> Decision reached at hearing <u>N.A.</u>
(13)			All requested information received from agencies or applicant yes ☒ no ☐
(14)	<u>NCF</u>	<u>8/3/73</u>	Action recommended: ☒ Approve Priority <u>7/9/73</u> ☐ Deny Reason for Reduction _____ ☒ Measuring device required ☐ See attached sheet for additional conditions of approval ☐ No additional conditions for approval
(15)	District <u>E</u>	By <u>NCF</u>	Date <u>8/3/73</u>

Department of Water Administration

copy to 29-7144

PROOF OF PUBLICATION RECEIVED

STATE OF IDAHO
County of Bannock

ss.

JUL 26 1973

Arleen Turner

Department of Water Administration
Eastern District Office

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given, that Gibbs Brothers, Swan Lake, Idaho, has on 7/9/73 submitted Application No. 29-7144 for a permit to appropriate 12,800 cubic feet per second of water from a ground-water source by means of well and pump within the NE 1/4 SE 1/4, Sec. 21; NW 1/4 SW 1/4, Sec. 22, T. 12S, R. 38E, B.M., Bannock County, to be used from Apr. 1 to Nov. 1 for the irrigation of 640 acres within the E 1/2, E 1/2 W 1/2 Sec. 21; W 1/2 W 1/2, Sec. 22, T. 12S, R. 38E, B.M.

If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Administration, 240 South Holmes, Idaho Falls, Idaho, 83401 on or before August 6, 1973.

R. KEITH HIGGINSON

DIRECTOR

July 19, 26, 1973

#425

being first duly sworn on oath deposes and says: That she was at all times herein mentioned a citizen of the United States of America, more than 21 years of age, and the Principal Clerk of THE IDAHO STATE JOURNAL, a daily newspaper, printed and published at Pocatello, Bannock County, Idaho, and having a general circulation therein.

That the document or notice, a true copy of which is attached, was published in the said IDAHO STATE JOURNAL, on the following dates, to-wit:

July 19, 1973	19
July 26, 1973	19
19	19
19	19
19	19

That said paper has been continuously and uninterruptedly published in said County for a period of seventy-eight weeks prior to the publication of said notice or advertisement and is a newspaper within the meaning of the laws of Idaho.

Arleen Turner

Subscribed and sworn to before me this 26th day of July, 1973.

Villa L. Landford

Notary Public, State of Idaho

Residence: Pocatello, Idaho

Duplicate

29-7144

PROOF OF PUBLICATION RECEIVED

STATE OF IDAHO }
County of Bannock } ss.

JUL 26 1973

Arleen Turner

Department of Water Administration
Eastern District Office

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Arleen Turner

Subscribed and sworn to before me this 26th day of July, 1973.

Alta L. Leland

Notary Public, State of Idaho
Residence: Pocatello, Idaho

29-7144

ACKNOWLEDGEMENT

Date: 7/9/73

Re: Application No. 29-7144

I hereby acknowledge that, even though I was assisted by employees of the Idaho State Department of Reclamation in the preparation of Application No. 29-7144, all responsibility with regard to the accuracy and completeness of the information contained therein rests with me.

Signed:

Hibb Bros.
Thad Hibb
Applicant
29-7144

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that Gibbs Brothers,
Swan Lake, Idaho
has on 7/9/73 submitted Application No. 29-7144
for a permit to appropriate 12.80 cubic feet per second ~~acres feet per annum~~
of water from a ground-water source
by means of well and pump
within the NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 21; NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 22, T. 12S, R. 38E, B.M.,
Bannock County;

to be used from Apr. 1 to Nov. 1
for the irrigation of 640 acres

within the E $\frac{1}{2}$, E $\frac{1}{4}$ W $\frac{1}{2}$, Sec. 21; W $\frac{1}{2}$ W $\frac{1}{2}$, Sec. 22, T. 12S, R. 38E, B.M.

If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Administration, 240 South Holmes, Idaho Falls, Idaho, 83401 on or before August 6, 1973.

R. KEITH HIGGINSON

Director

Published in the Idaho State Journal, Pocatello, ID
on July 19 and July 26, 1973.

ad

29-7144

NCY

July 13, 1973

Re: Application for Permit No. 29-7144 - Gibbs Bros.

Idaho State Journal
Box 431
Pocatello, ID 83201

Gentlemen:

Enclosed you will find a legal notice which we wish to have published once a week for two consecutive weekly issues of your newspaper. We have inserted the publication dates allowing ample time for you to submit us a galley proof for review before publication.

After sending us a galley proof, proceed with the publication on the dates we have inserted, assuming the notice is correct. If we have any corrections, we will notify you before the first publication. 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. In order to receive payment, the following certification must appear on the bill:

"I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid."

(signature of claimant)

Very truly yours,

NORMAN C. YOUNG
District Engineer

NCY:mb
Enc: Legal notice

Bill submitted 7-27-73 by ymb

29-7144

mk
17114-68

NOTICE OF APPLICATION FOR
WATER PERMIT

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If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Administration, 240 South Holmes, Idaho Falls, Idaho, 83401 on or before August 6, 1973.

R. KEITH HIGGINSON
DIRECTOR

July 19, 20, 1973
#425

CONVERSATION MEMORANDUM

DATE 7-17-73

FILE 29-7144

NAME OF PARTY

Idaho State Journal

EMPLOYEE

Mitchell

RE:

Will change the very last line to
read: July 14, 26, 1973.

29-7144

August 15, 1973

Re: Permit No. 29-7144

Gibbs Brothers
Swan Lake,
Idaho 83281

Gentlemen:

Enclosed is a copy of your approved Application for Permit No. 29-7144. We direct your attention to the conditions of approval as listed on the fourth page.

Be sure to note that a special condition requiring you to install and maintain a measuring device at your point of diversion has been placed upon your permit. We are enclosing a letter describing different types of measuring devices accepted by this office.

Sincerely,

BOBBY D. FLEENOR
Assistant Director

BDF:cd

Enclosures

29-7144

STATE OF IDAHO
LICENSING

RECEIVED

APPLICATION FOR AMENDMENT OF A PERMIT

MAR 1 1982

Department of Water Resources

To change the point of diversion and/or the place of use.

Comes now Gibbs Brothers Phone _____
of (address) Swan Lake, Idaho, and represents to the
Director of the Idaho Department of Water Resources:

That he is the owner and holder of Permit to appropriate the Public Waters of the State of Idaho
No. 13-7144, and requests that the permit and permit map be changed as follows:

1. Point of diversion: SE ¼ SE ¼, Section 5, Township 13S, Range 38E, B.M.,
County of Bannock. Other points of diversion: _____

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

NO CHANGE

Amount 1239.0 for irrigation purposes from May to Oct (both dates inclusive)
(cfs or acre feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum)

3. Place of use or land to be irrigated:

TWP	RGE	SEC	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
13S	38E	4									40		13	40		40			133
		5													10	32	33	39	114
		8	39	12															51
		9		39			38	38											115

Total number of acres to be irrigated = 413

4. a. Who owns the property at the point of diversion? Gibbs Bros.
b. Who owns the land to be irrigated or the place of use? Gibbs Bros.
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the
applicant to make this filing: _____

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 13-7144 Priority July 9, 1973 Amount 5.24 cfs

THIS IS TO CERTIFY, that Gibbs Brothers
of Swan Lake, Idaho, has complied with the terms and conditions of Permit
No. 13-7144 issued pursuant to Application for Permit dated July 9, 1973,
and has submitted proof to the Department of Water Resources on June 14, 1978,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 5.24 cfs of water from a groundwater source,
tributary to _____, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
Irrigation	from <u>April 1</u> to <u>November 1</u>	at <u>5.24</u> cfs and	<u>1239.0</u> acre feet
	from _____ to _____	at _____ cfs and	
	from _____ to _____	at _____ cfs and	

(both dates inclusive)

Subject, however, to the condition that no more than 5.24 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
1239.0 acre feet per year, said waters to be diverted within the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 5, Twp.
13S, Rge. 38E in the County of Bannock

Description and location of place of use:

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
13S	38E	4									40		13	40		40			133
		5												10		32	33	39	114
		8	39	12															51
		9		39			38	38											115

Total number of acres irrigated 413

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

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

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 24 day of
March _____, 19 82.

Director

Identification No. _____

Permit No. _____

RECEIVED

JUN 14 1978

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

Department of Water Resources

PROOF OF APPLICATION OF WATER TO BENEFICIAL USE

1. a) Name of Permit Holder Gibbs Bros KAY OWNED
b) Post Office Address SWAN LAKE IDAHO 83281
2. Permit Number 13-7144
3. Date of Priority that you are prepared to establish APRIL 27 1977
4. a) Source from which water was appropriated WELL
b) Location of the point of diversion: NW 1/4 SE 1/4, Section 5
Township 13S, Range 38E Boise Meridian; Other points of diversion: _____

5. a) The amount of water and use to which the water has been applied:
Amount 1120 for IRRIGATION purposes from APR 1 to NOV 1 incl.
(cfs and/or acre-feet per annum) (Month-Day) (Month-Day)
Amount _____ for _____ purposes from _____ to _____ incl.
(cfs and/or acre-feet per annum) (Month-Day) (Month-Day)
Amount _____ for _____ purposes from _____ to _____ incl.
(cfs and/or acre-feet per annum) (Month-Day) (Month-Day)

- b) Total amount appropriated _____ cfs and/or acre-feet per annum

c) Describe how and by whom measurement of rate of flow or amount of storage was made and the qualifications of the person making the measurement: TESTED BY B+W BLACKFOOT IDA
& BY GAGLE & SONS DOWNEY IDA

6. If the means of diversion and conveyance are owned by someone other than the Permit Holder:

a) Give the name or description of the canal, ditch or other works by which the water is conducted to the place of use:

b) Describe the agreement or understanding by which you take water from the works: _____

7. a) Briefly describe the works for diverting and conveying the water to the place of use, (if from a subterranean source, give the pump size, motor size, size of well casing, depth of well; if from surface water, give brief description of diversion structure and/or canal or ditch) 125 H.P 10" PUMP 16" CASING
202' DEEP
TESTED TO PUMP 1400 GPM.

b) Describe the type and size of measuring device which you have installed at your point of diversion: _____

FLOW METER

c) Give well driller's name and address and the date the well was completed:

GAGLE & SON DOWNEY IDA

OCT 24 1977

8. If for other than irrigation, describe the beneficial use to which you have applied the water and the place of use:

Exam typed 7/22/78 by af

9. Irrigation uses: describe the lands irrigated by giving the acreages irrigated within each 40 acre subdivision: _____

MAP WILL SHOW WHAT IS BEING WASTED

T	R	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTAL
			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	
135	38E	5													40	40	40	40	160
		4						10	20	40	40	40	40		40	40	40		310
		9	20	30			30	10											90

Total number of acres irrigated ~~560~~ ^{or less} 560

10. Remarks: WE CAN WATER MORE WITH OUT SET UP JUST DEPENDS ON THE YEAR AND HOW FAST WE CAN GET OVER THE GROUND MARKING ON CHATT MAY BE A LITTLE OFF. SHADED MARKER ON A.S.C. MAP ARE RIGHT.

The above information is a true statement of the extent to which the above numbered permit has been developed.

6-12-78

(Date)

Ned R. Gibbs

(Signature)

State of Idaho)

) ss.

County of Bannock)

On this 12 day of June, 1978, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.

Sam H. Brown

Notary Public residing at Downey

My commission expires 11-1-80



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 373 W. Franklin Street, Boise, Idaho

JOHN V. EVANS
Governor

C. STEPHEN ALLRED
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 384-2215

October 4, 1978

Gibbs Brothers
Swan Lake,
Idaho 83281

Gentlemen:

Re: permit No. 13-7144

We acknowledge receipt of the affidavit submitted as proof of beneficial use for the above referenced permit.

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

If you have any questions regarding the field examination, please contact our regional office in Idaho Falls.

Sincerely,

RITA FLECK
Water Rights

WATER RIGHT ANALYSIS FORM

- DATA ENTRY -

Identification No. 13-7144
Old No. New No.

Record

1, 2 & 3 Original Owner: Gilbs Brothers
Address: 40 West Gilbs, P.R.
Duncan Lake, ed
Present Owner:
Address:

4. A. Source of Water groundwater
B. Tributary of:
5. A. Stage (A,P,L,D,S,J): P
B. Status (D,L,R,C,A,I,F - leave blank if valid):
C. Priority Date: 7-9-1973
D. County: OS
E. Total Diversion Rate: 11.2
F. Total Diversion Volume:
G. Transfer/Amendment (P,T of A or blank): A
H. Water District:
I. DLE/Carey Act (D,C or blank):
J. Right Basis (for adjudication claims A,B,C only):

Tract Sec. Twp. Rge. Gov't Lot Rediv.
6. A. Point of Diversion NWSE 5 13S 38E

7. Period of Use, Use, Diversion Rate/Volume:
from 4-1 to 11-1 for A purposes. Amount 11.2
(cfs or AC-FT/yr)
from _____ to _____ for _____ purposes. Amount _____
from _____ to _____ for _____ purposes. Amount _____
from _____ to _____ for _____ purposes. Amount _____
from _____ to _____ for _____ purposes. Amount _____

8. Use Code: ☒

TWP	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼			
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼
13S	38E	5													40	40	40	40
		4							10	20	40	40	40	40		40	40	40
		9	20	30			30	10										

9. A. Decree Name:

B. Decree Date:

10. Remarks:

11. Other Uses (Non-irrigation explanatory information):

12. Other Rights for Same Use:

13. A. Proof Due Date: 8-1-1978

B. Date Permit Approved or Denied: 8-14-1973

C. Protested Date:

D. Hearing Date:

E. Old Number:

F. Proof Made (P or blank): ☒

G. Field Exam Made (P,R,F or blank):

H. Conditions of Approval: O'

14. Diversion Means (brief narrative): well + sprinklers.

2-27-79

4p

DEPARTMENT OF WATER RESOURCES
FIELD REPORT

1. Name of permit holder Lipp Brothers
 Post office address Swan Lake, Idaho Phone 897-5590
 Person to contact _____ Phone _____

2. Source of water supply: Groundwater ☒ Surface water ☐ _____
 Tributary to _____ (name spring, stream, etc.)
 SEP 28 1964

3. Water will be used for the following purposes:

Amount 11.20 c.f.s. for irrigation
 _____ AF/Annum (nature of use)

Period of Use: from Apr 1 to Nov 1
 (mo.-day) inclusive (mo.-day)

Amount _____ c.f.s. for _____
 _____ AF/Annum (nature of use)

Period of Use: from _____ to _____
 (mo.-day) inclusive (mo.-day)

Amount _____ c.f.s. for _____
 _____ AF/Annum (nature of use)

Period of Use: from _____ to _____
 (mo.-day) inclusive (mo.-day)

Other uses: _____

Department of Water Resources
 Eastern District Office

Permit No. 13-7144
 Examination for 6/12

4. Total amount to be appropriated:

Max Rate of Diversion 11.20 cubic feet per second and annual volume _____ AF/Annum.

5. Location of Point(s) of Diversion:

Township 13S N/S, Range 38E E/W, B.M., Section 5, Subdivision NW 1/4 SE 1/4 Bannock County
 Township _____ N/S, Range _____ E/W, B.M., Section _____, Subdivision _____ 1/4 _____ 1/4 _____ County
 Township _____ N/S, Range _____ E/W, B.M., Section _____, Subdivision _____ 1/4 _____ 1/4 _____ County

Other Points of Diversions: _____

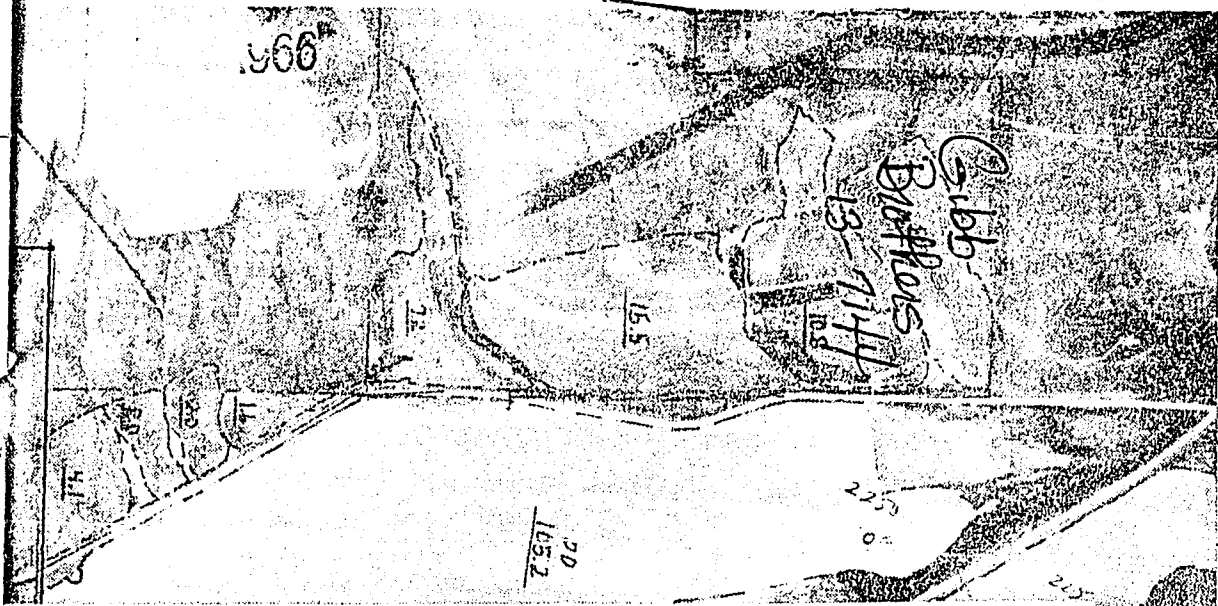
Description of diverting works: 16" x 202', 125Hp pump

Measuring device required: yes ☒ no ☐

6. Lands to be irrigated or place of use.

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	
<u>13S</u>	<u>38E</u>	<u>5</u>													<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>160</u>
		<u>4</u>							<u>10</u>	<u>20</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>		<u>40</u>	<u>40</u>	<u>40</u>	<u>310</u>
		<u>9</u>	<u>20</u>	<u>30</u>			<u>30</u>	<u>10</u>											<u>90</u>

TOTAL ACREAGE 560



Well
pump
Motor

6' of 10" diam steel

Gate valve
@ 2'

ARR

ARL

DATE OF EXAM 26th day of June, 1979

ACREAGE
Found 4130 ✓
Recommended 4130 ✓

Irrigation Requirement 3.0 Ac Ft/Ac

USE
Irrigation Q = 5.24 c.f.s. V = 1239 AF/Ann. from April 1 to Nov 1
Domestic Q = _____ c.f.s. V = _____ AF/Ann. from _____ to _____
Livestock Q = _____ c.f.s. V = _____ AF/Ann. from _____ to _____

Is water co-mingled? yes _____ no X
Name source: n/a
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____ County _____

Exchange? yes _____ no X
Name source exchanged with: n/a
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____ County _____

Point of injection: n/a
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____ County _____

Point of exchange: n/a
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____ County _____

Total Q measured 5.24 ✓ Method of measurement Annular ✓
Total Q recommended 5.24 ✓ Meter No. 80 meter Type 12.00 Condition std
Total V recommended 1239 AF/yr

Recommended Amendments:
P.D. Should be SESE 2005 T138 R38 E. B.H. Bonnock
Place of Use See rough draft amendment
Other _____
None _____

MEASUREMENT CALCULATION:
 $Q = (PIPE ID)^2 (K \ln \frac{H_{20}}{H_{10}}) = (12)^2 (3.85) (18) = (144) (3.85) (18) =$
 $Q = 2350.66 gpm \div 448.84 gpm/cfs = 5.24 cfs$ CAPACITY
 $V = 413.0 \times 3.0 \text{ AF/yr} = 1239 \text{ AF/yr}$
 $1.955 \times 2.4 \times 5.24 = 2724.2 \text{ AF/yr}$

SYSTEM DESCRIPTION:
Water is lifted by a 125 HP. General Electric tri-plex vertical induction pump motor on 120-560 268 KVA 115-575 HNT 83117 and by a Laurel & Bonnell "Wet Line" vertical turbine pump # 511545. Acreage irrigated by 15 1/4 million lateral sprinkler pipes.

REMARKS: System shown operated and described by
Bartholomew

Examiner's Signature Anthony R. Kozlowski Date 2-4-80
Checked by Joe R. Carson Date 4/1/80
Approved by Reep Date 12/2/81

Overlap review - see back Jim 1/19/82

Overlap Review

Permit 13-7134 gw P/O NENW Sec 8 13S 38E

No Overlap
since in permit stage
RC 12/2/81



State of Idaho
DEPARTMENT OF WATER RESOURCES
STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-4440

January 18, 1982

RE: Permit No. 13-7144

Gibbs Brothers
Swan Lake,
Idaho 83281

Gentlemen:

A representative of this Department made an examination of the works covered by your Permit No. 13-7144 and has found the following:

Amount of water that can be recognized as beneficially used under Idaho law: 5.24 cfs Source: groundwater

The maximum quantity diverted shall not exceed 1239.0 acre feet per year.

Point of diversion: SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 5, Twp. 13S, Rge. 38E, Bannock County

Beneficial use: Irrigation of 413 acres within the NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 4; SE $\frac{1}{4}$, Sec. 5; N $\frac{1}{2}$ NE $\frac{1}{4}$, Sec. 8; NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, Sec. 9; Twp. 13S, Rge. 38E

Priority date established: July 9, 1973

In order for the Department to issue the above license, it will be necessary for you to amend the permit to correspond with the findings of the field examiner. We are enclosing a partially completed amendment form for your use in this matter.

Please sign the amendment application and return it to this office along with a \$20.00 filing fee within 30 days in order that we might issue your license as set forth above. If you do not concur with these findings or have any questions, please contact us within the 30-day period.

Sincerely,

JIM JOHNSON
Water Distribution Supervisor

JJ:kw
Enclosure

February 22, 1982

RE: Permit No. 13-7144

Gibbs Brothers
Swan Lake,
Idaho 83281

Dear Sirs:

On January 18, 1982, we forwarded an amendment to you to be completed to amend this permit to correspond with the findings of the field examiner so that we could issue this license.

As of this date, we have not received this amendment. If we do not receive this amendment within fifteen (15) days, we will assume you no longer have any interest in this permit and cancellation proceedings will begin.

If you have any questions, please contact us.

Sincerely,

JIM JOHNSON
Water Distribution Supervisor

JJ:kw

March 30, 1982

RE: Permit No. 13-7144

Gibbs Brothers
Swan Lake,
Idaho 83281

Gentlemen:

Enclosed herewith is a copy of the water right license issued on the above referenced permit along with a copy of the approved application for amendment and Departmental Receipt No. 22616 in the amount of \$20.00.

Sincerely,

JIM JOHNSON
Water Distribution Supervisor

JJ:kw
Enclosures

TRANSFER OF WATER RIGHT

This is to certify that: JOHN PROBST
JAYNE PROBST
30974 CHICKEN CREEK RD
SWAN LAKE ID 83281

BENEFICIAL USE	PERIOD OF USE	DIVERSION RATE	ANNUAL VOLUME
----------------	---------------	-------------------	------------------

TOTAL: * 8.42 CFS * 1953.0 AF

GROUNDWATER

SESE , Sec. 5, Township 13S, Range 38E
 NEWN , Sec. 8, Township 13S, Range 38E
 BANNOCK County

[illegible]

TRANSFER NO. 5451
WATER RIGHT NO(S). 13-07134/13-07144

CONDITIONS OF APPROVAL AND REMARKS

1. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
2. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
3. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
4. 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.
- * 5. The total instantaneous diversion of water from all points of diversion under Transfer 5451 shall not exceed 8.42 cfs, nor total combined annual volume of 1953.0 af.
6. 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.
- ** 7. Right 13-07134 is limited to the irrigation of 240.0 acres in the place of use described above in a single irrigation season.
- ** 8. Right 13-07144 is limited to the irrigation of 413.0 acres in the place of use described above in a single irrigation season.
- ** * 9. Rights 13-07134 and 13-07144 when combined shall not exceed the total annual maximum diversion volume of 1953.0 af at the field headgate and the irrigation of 558.0 acres.

Dated this 17th day of August, 1999.

J. Glen Saylor
Chief, Water Allocation Bureau

MEMORANDUM

TO: FILE 13-07144

FROM: PAM SKAGGS

RE: TRANSFER # 5451

DATE: 5-4-99

Original Transfer Application, Form and correspondence
regarding the above referenced Transfer is located within
file # 13-07134.

MEMORANDUM

TO: Files 13-07134 & 13-07144

FROM: Pam Skaggs²/State Office

SUBJECT: Transfer 5451

DATE: August 16, 1999

Transfer 5451 adds a second point of diversion and changes the place of use under Rights 13-07134 and 13-07144. The applicant is combining the use of these irrigation rights on a 564.0 acre permissible place of use.

Season of use and diversion volume was adjusted to current standards. Recommended conditions include permissible place of use limits, multiple points of diversion/measuring devices, future measuring & annual reporting, combined right limits, irrigation overlap and standard transfer conditions.

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

RECEIVED

APR 09 1999

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Department of Water Resources
Eastern RegionPlease print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s): 13-07144 (see attached printout)
Adjudication Claim No(s): _____
2. The following REQUIRED information must be submitted with this form:
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
 - AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
 - OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant Gibbs Brothers, c/o Ned Gibbs, partner
Swan Lake, Idaho 83281
4. New Owner/Claimant(s) John Probst, Jayne Probst
Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
New Mailing Address 30974 Chicken Creek Road
City, State and ZIP Code Swan Lake, Idaho 83281
New Telephone Number (208) 897-5630
5. Date you acquired the property March 15, 1995
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages. Acquired total right and property to which right pertains.
Number of acres you irrigate _____ Number and type of stock _____
Diversion rate in CFS _____ Number of homes _____ Other uses _____
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s) John Probst Date 4/2/99
Jayne Probst Date 4/2/99
(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

WR5808NP
(00-26)

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROOF READING REPORT

03/04/99 10:52:14
Page 1

Water Right Number - 13-07144

Prefix Translation: WATER RIGHT

Old (D) Number -

+ - - - - Last Name - - - - + + - First Name - - + + - - - - - Address - - - - - +

*** C - CURRENT OWNER ***
GIBBS BROTHERS

1 - C/O NED GIBBS, PTR.
2 -
3 -
City- SWAN LAKE State- ID Zip- 83281
Phone -

+ - - Priority Date - - + + - - Region - - - + + - - Stage - - - + + - - Status - - - +
07/09/1973 15 EASTERN L - LICENSE

+ - - - - Source - - - - + + - - - - - Tributary - - - - - +
GROUNDWATER

+ - - - - Point of Diversion - - - - - +
TwN Rng Sec Tract Lot RFlg County Diversion Name Diversion Rate Diversion No.
13S 38E 5 SE SE (5) BANNOCK

+ - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume
01 - IRRIGATION 04/01 11/01 5.240 1239.00

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Div. Capacity - + + - Total Consumptive Use - + + - KW Usage - +
5.240 1239.00 0.0

+ - - - - Place of Use - - - - - +
TwN Rng Sec Tract Lot Acres Code Description County
13S 38E 4 NE SW 40.0 01 IRRIGATION (5) BANNOCK
13S 38E 4 SW SW 13.0 01 IRRIGATION (5) BANNOCK
13S 38E 4 SE SW 40.0 01 IRRIGATION (5) BANNOCK
13S 38E 4 NW SE 40.0 01 IRRIGATION (5) BANNOCK
13S 38E 5 NE SE 10.0 01 IRRIGATION (5) BANNOCK
13S 38E 5 NW SE 32.0 01 IRRIGATION (5) BANNOCK
13S 38E 5 SW SE 33.0 01 IRRIGATION (5) BANNOCK
13S 38E 5 SE SE 39.0 01 IRRIGATION (5) BANNOCK
13S 38E 8 NE NE 39.0 01 IRRIGATION (5) BANNOCK
13S 38E 8 NW NE 12.0 01 IRRIGATION (5) BANNOCK
13S 38E 9 NW NE 39.0 01 IRRIGATION (5) BANNOCK
13S 38E 9 NE NW 38.0 01 IRRIGATION (5) BANNOCK
13S 38E 9 NW NW 38.0 01 IRRIGATION (5) BANNOCK

Total Acres: 413.0

+ - - Diversion Means -

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use -

WR5808NP
(00-26)

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROOF READING REPORT

03/04/99 10:52:14
Page 2

Water right number - 13-07144

Prefix Translation: WATER RIGHT

+ - - - - Remarks - - - - - +

No Remarks found.

+ - - - - Old Water Right Numbers - - - - - +

No Old Water Right Numbers found.

+ - - - - Conditions of Approval - - - - - +

No Conditions of Approval found.

+ - - - - Decree Plaintiff - - - +

+ - - - - Decree Defendant - - - +

+ - Decree Date - +

00/00/0000

+ - - - - Comments - - - - - +

No Comments Found

+ - - Audit Fields - 06/20/83 05/21/88 CONVERT

+ - - - - Water Rights Dates and Flags Area - - - - - +

Proof Due Date	- 08/01/1978	Field Exam Made	- 00/00/0000	Field Exam Fee	-
Approved/Denied	- 08/14/1973	Protested Date	- 00/00/0000	Swan Falls	-
Proof Made Date	- 01/01/1900	Hearing Date	- 00/00/0000	Temporary Right	- P
Exam to S.O. Date	- 00/00/0000	Verified Date	- 00/00/0000	DLE/Carey Act	-
Order Show Cause	- 00/00/0000	Receipt Number	-	Water District	-
Licensed Date	- 06/20/1983	Appl Received	- 00/00/0000	Transfer/Amended	- A
Presumption Flag	-	Name Connector	-	POU Ownership Flag	-
SRBA Decreed Flag	-				

REAL ESTATE CONTRACT & SECURITY AGREEMENT

THIS AGREEMENT made this 15 day of March, 1995, by and between NED R. GIBBS and BEVERLY GIBBS, husband and wife, and RICHARD KAY GIBBS and TWILA GIBBS, husband and wife, hereinafter collectively referred to as "Sellers;" and JOHN H. PROBST and JAYNE K. PROBST, husband and wife, hereinafter referred to as "Purchaser."

W I T N E S S E T H:

Sellers agree to sell to Purchaser and Purchaser agrees to purchase from Sellers, upon the terms and conditions hereinafter set forth, the following described real estate and personal property situated in Bannock County, State of Idaho, hereinafter referred to as "said property," as described on Exhibit "A" set forth hereto and incorporated in full herein. Said personal property which is the subject of this sale is set forth hereto as Exhibit "B" and incorporated in full herein and together with all mineral rights, improvements and water rights both surface rights and rights by well permit as appurtenant to the real property premises. Said water rights are evidenced as numbers 13-7144 and 13-00132.

TERMS OF AGREEMENT

Section 1: Purchase Price. The total purchase price shall be the sum of One Million Thirty-nine Thousand and no/100 Dollars (\$1,039,000.00) and shall be payable as follows:

Section 1.1: Earnest Money. The parties acknowledge that Alpha Realty & Exchange, Guy Arnell, broker, is holding the sum of Twenty-five Thousand and no/100 Dollars (\$25,000.00) earnest money which shall be counted toward the downpayment required at closing.

Section 1.2: Downpayment. A total downpayment in the amount of One Hundred Seventy Thousand Seventy-four and 00/100 Dollars (\$170,074.00) including Twenty-five Thousand and 00/100 Dollars (\$25,000.00) of earnest money shall be required at closing. Said downpayment shall be proceeds from Purchasers' §1031 exchange.

Section 1.3: Payment of Balance. The principal balance of Eight Hundred Sixty-eight Thousand Nine Hundred Twenty-six and No/100 Dollars (\$868,926.00) shall be payable as follows:

(a) an existing loan in favor of Equitable Agri-Business, Inc. in the amount of Two Hundred Ten Thousand and 00/100 Dollars (\$210,000.00) shall be wrapped by Purchasers with Sellers to continue to be responsible to make semi-annual principal

payments in the amount of Eight Thousand Seven Hundred Fifty and 00/100 Dollars (\$8,750.00) together with interest payable as determined by Equitable's variable interest rate program. Purchaser shall reimburse Seller for semi-annual payments as provided for in Section 1.7 of this Agreement.

(b) The parties agree that Purchasers obtain a policy of life insurance on the life of John Probst in the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for a period of ten (10) years. The beneficiaries shall be Ned Gibbs, Richard Kay Gibbs, Twila Gibbs and Beverly Gibbs, in equal 25% increments. Any proceeds received from the life insurance shall be credited to the outstanding principal and interest obligation in favor of Seller.

(c) The remaining principal balance of Six Hundred Fifty-eight Thousand Nine Hundred Twenty-six and 00/100 Dollars (\$658,926.00) shall bear interest at the rate of nine percent (9%) per annum and shall be payable in annual installments of Sixty-seven Thousand Eighty-two and 79/100 Dollars (\$67,082.79) for a term of twenty-five (25) years. The first of such payments shall be paid on or before May 15, 1996, with like payments to be made on or before May 15th of each year thereafter until March 15, 2020, at which time the entire remaining principal balance and accrued interest shall be payable in full. The contract balance together with interest thereon shall be set forth in the contract of sale.

(d) Parties understand that Sellers are currently receiving Conservator Reserve Payments (CRP). Sellers shall continue to receive all CRP payments through 1997 as presently constituted. Said payments shall be applied to annual payment required by Purchaser. However, if Purchaser is current in his obligation to Seller, Seller agrees to endorse and deliver CRP payment checks to Purchaser. In the event a Warranty Deed and Mortgage are recorded as provided in Section 1.7.4 herein, Seller agrees to Assign the remaining CRP contract to Purchaser.

Section 1.4: Application of Payments. Each payment under this Contract shall be applied first to payment of advances of additional funds plus any accrued interest thereon, then to accrued interest and then to principal.

Section 1.5: Advances of Additional Funds. In addition to the above installment amounts, if, according to the terms of this Contract, Seller makes any advances or payments for taxes, insurance, assessments, or otherwise on behalf of Purchaser to protect its interests, then such payments shall become due and payable with interest, at the Contract Rate, from the date demand for repayment is made. If not repaid within ten (10) days of demand, Purchaser shall be deemed in default of this Contract.

Section 1.6: Prepayment. No portion of the Contract Balance shall be prepaid prior to January 1, 1996. After January 1, 1996, Purchaser may prepay up to twenty percent (20%) of the outstanding principal balance in any calendar year. After January 1, 2005, Purchaser may prepay the remaining outstanding balance without penalty with six months' written notice to Seller.

Section 1.6.1: Purchaser shall be relieved of any prepayment penalty if Seller agrees in writing to a waiver or modification of the prepayment terms as set forth in Section 1.6 or if Purchaser refinances the Equitable loan obligation as provided in Section 1.7 herein.

Section 1.7: Wrap of Equitable Loan Obligation. Sellers agree to allow Purchaser to wrap the obligation in favor of Equitable Agri-Business, Inc., in the present amount of Two Hundred Ten Thousand and 00/100 Dollars (\$210,000.00). This obligation shall be in the form of a wrap-around contract whereby Seller remains liable for the outstanding obligation in favor of Equitable and whereby Sellers continue to make the semi-annual installments of principal and accrued interest directly to Equitable. Sellers shall advise Purchaser within thirty (30) days of the due date of the semi-annual installment of the exact payment amount and Purchaser shall pay the payment directly to Seller within ten (10) days of the due date of the payment. Sellers shall provide Purchaser written receipt of all Equitable payments.

Section 1.7.1: In the event the Equitable loan is for any reason accelerated or called, Purchaser shall have a period of ninety (90) days to obtain alternate financing.

Section 1.7.2: In the event the Equitable loan is for any reason accelerated or called, Seller agrees to subordinate their existing encumbrance in favor of the new financing secured by Purchaser to the extent of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00).

Section 1.7.3: Purchaser agrees to obtain replacement financing in the amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00). Any funds in excess of the outstanding Equitable principal and interest balance obtained by Purchaser in refinancing shall be applied to Sellers' outstanding balance with said proceeds being first applied to any accrued interest and then to outstanding principal balance. In the event of any principal reduction through the refinancing of Equitable's obligation, Seller agrees to reamortize their outstanding obligation over the remaining contract term to allow Purchaser's combined annual payment to remain the same.

Section 1.7.4: Seller agrees to execute a Warranty Deed in favor of Purchaser and Purchaser agrees to execute

a mortgage in favor of Seller, with both documents to be held in escrow until the Equitable loan is paid in full. At the time the escrowholder is notified of payment in full, the Deed and Mortgage shall be recorded in the records of Bannock County, Idaho.

Section 1.8: Contingency. This agreement is contingent upon Purchaser obtaining written preapproval to obtain long-term financing in an amount not to exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) to replace the Equitable loan should it be accelerated or called. A copy of said approval shall be attached hereto as Exhibit "C."

Section 1.9: Cottonwood Grazing Association. This agreement is contingent upon the acceptance of Purchaser into the Cottonwood Grazing Association and the transfer of said shares evidencing Purchaser's ownership of 130 units with Cottonwood Grazing Association.

Section 1.10: Grazing Leasehold Interests. This agreement is contingent upon the transfer from Seller to Purchaser in a State of Idaho leasehold interest in a State of Idaho land lease for approximately 1,500 acres of farmland and Cottonwood Grazing Association rights of 215 units plus BLM rights in Fox Hollow allotment together with other deeded grazing land as described on the lease is set forth hereto as Exhibit "D."

Section 1.11: Livestock. The parties acknowledge that the livestock being transferred subject to this agreement carry the brand of L (Bar L) on the right hip. Seller agrees that the brand will be transferred to Purchaser upon closing.

Section 2: Possession. Purchaser shall be entitled to possession of said real property and said personal property as described on Exhibits "A" and "B" respectively on the closing date.

Section 3: Feed, Growing Crops and Yearling Cattle. As a part of this sales transaction, Purchase shall be entitled to all feed inventory, 101 head of yearling cattle together with all growing crops presently planted on the premises. Seller agrees to feed and care for the yearling cattle until the closing date utilizing the feed inventory located on the premises.

Section 4: Stock Cows and Bulls. As a part of this sales transaction, Sellers are selling 101 head of stock cows and 5 head of bulls. Said livestock shall be transferred free of all liens, chattels and encumbrances from Sellers to Purchaser. Sellers agree to feed and care for the stock cows and bulls until the closing date.

Section 5: Security Interest. Title to the personal property as described on the Bill of Sale set forth hereto as

Exhibit "B" shall pass from Sellers to Purchaser at closing. Purchaser hereby grants to Seller a security interest in all of the personal property and proceeds thereof, with the exception of all livestock, as security for the performance of Purchaser's obligations herein for a period of five (5) years. Purchaser agrees to execute and deliver to Seller such further documents, UCC Financing Statements and Statements of Continuation which Seller may request to further evidence or to perfect Seller's security interests in said property. Purchaser's rights to the property shall be subject to all applicable terms and conditions of this Contract. Said personal property shall be maintained in good condition and not disposed of by Purchaser without written consent of Sellers.

Section 6: Inspection. Purchaser acknowledges that they have made a personal inspection of the property herein described and have otherwise informed themselves concerning the true conditions of said property and its appurtenances, and that in executing this Contract, they have relied solely on information and knowledge obtained from a personal inspection and investigation of said property.

Section 7: Warranties and Disclaimer. Purchaser acknowledges and agrees that they have been informed and understand that neither Seller nor Seller's agents or employees makes any warranties, express or implied, except as to title as contained in the title clause of this Contract, and acknowledges that said property is being purchased "AS IS." All express and implied warranties of habitability, merchantability, and fitness for a particular purpose are specifically DISCLAIMED by Seller, except that Seller agrees to hold Purchaser harmless from any damages Purchaser may incur as a result of hazardous wastes on the premises at the date of closing.

Section 8: Additional Contract. The parties hereto have entered into a separate contract for purchase of farm machinery in the amount of One Hundred Seventy-five Thousand and 00/100 Dollars (\$175,000.00) to be closed simultaneously with this real estate contract. As a part of the contract for purchase of farm machinery, Purchaser agrees to assume Sellers' obligation in favor of Case Credit Corporation. The parties hereto acknowledge that these contracts constitute the only Agreement between them and that no warranties, Agreements, or representations have been made or shall be binding upon either of the parties unless set forth herein. Furthermore, these contracts supersede any oral statements made by Seller and/or Purchaser and their respective agents and representatives. No provision of these contracts may be amended, modified, supplemented, or terminated without the written consent of the parties hereto.

Section 9: Like-Kind Exchange. Either party or its assigns may desire to utilize an exchange pursuant to Section 1031 of the Internal Revenue Code. Both parties agree to participate in

any exchange, with the exchanging party or its assigns to be responsible for all costs associated with the exchange or exchangers. Said costs shall be determined prior to closing and satisfied with the proceeds from the closing.

Section 9.1: Upon valid assignment by the Purchaser, Purchaser agrees to release Sellers from liability under this Agreement, transferring liability to Purchaser's assignee. Sellers agree that Purchaser shall be entitled to utilize Steve Ellis to make the exchange. Purchaser agrees that Sellers' collateral position shall not be reduced as a result of the exchange.

Section 10: Insurance. Purchaser assumes all risks of loss or damage to the buildings and/or improvements on said property by fire, act(s) of God, lawful condemnation, or any other cause and agrees to make the payments herein described as they severally become due, notwithstanding any loss that may occur. Purchaser further covenants and agrees to procure and maintain insurance as follows:

Section 10.1: Property Damage Insurance. Purchaser shall provide and maintain insurance against loss or damage by fire or other such risks, on the insurable buildings, irrigation equipment, and other improvements located on said property. The insurance coverage shall provide coverage in an amount of at least the highest insurable value of the items insured. Said policy shall be written in such form with such terms and by such insurance companies as are reasonably acceptable to the Seller. Said policy must specifically provide that coverage will not be canceled without a minimum of ten (10) days written notice to Seller.

(a) Seller-Loss Payee. Any insurance policies on the building, improvements and equipment as required above, shall specifically name Seller as additional loss payee.

(b) Payment/Proof of Insurance. Purchaser shall pay all premiums and charges on all such insurance when due and shall deposit with Seller, within 30 days from the execution of this Contract, all insurance policies affecting said property, with receipts showing payment of all premiums and charges affecting said policies. Purchaser shall further provide to Seller such additional proof, as is reasonably necessary, to show that said insurance is still in full force and effect. Should Purchaser fail to pay any premium(s), as is necessary to keep said insurance in effect, then, Seller may, at its option, and without being obliged to do so, pay such premium(s).

(c) Event of Loss. In the event of loss, Purchaser shall give immediate notice to Seller. Seller may

make proof of loss if Purchaser fails to do so within ten (10) days of the casualty.

(d) Application of Proceeds. All proceeds of any insurance on said property shall be held in an escrow established by Seller and Purchaser for this purpose. If Purchaser elects to restore said property, Purchaser shall act promptly to repair or replace the damaged or destroyed improvements. The escrow agent shall pay any and all reasonable costs of the repair or restoration upon presentment of invoices by the contractor and supplier(s). Any insurance proceeds paid by the insurance carrier and not used to restore the damaged items shall be paid upon the unpaid principal balance. If Purchaser elects not to restore said property, the escrow agent shall retain a sufficient amount of proceeds to pay all amounts due under this Contract, and shall pay the balance to Purchaser. Any proceeds which have not been paid out within One Hundred Eighty (180) days after their receipt, and which Purchaser has not committed to repair or restoration of said property, shall be used to prepay the principal of Purchaser's indebtedness under this Contract.

Section 11: Taxes and Assessments. Taxes and assessments on said property shall be prorated between Seller and Purchaser as of January 1, 1995. Purchaser assumes and agrees to pay, before delinquency, all taxes and assessments accruing on and after the closing date that may become a lien on said property until the principal and interest under this Contract are paid in full. Should Purchaser fail to make any payments as provided in this paragraph, then Seller may, at its option, make such payment on Purchaser's behalf.

Section 12: Defense of Security. Seller may appear in or defend any action or proceeding at law, in equity, or in bankruptcy affecting in any way Seller's security in this Contract. Purchaser agrees to pay within ten (10) days of demand all costs, charges, and expenses incurred in such defense, including costs of evidence of title or validity and priority of the security, and attorney fees including attorney fees on trial or appeal. Such amounts shall bear interest at the default rate from the date demand is made. Failure of Purchaser to pay such amounts within ten (10) days from the date of demand shall constitute an event of default under this Contract.

Section 13: Indemnification. Purchaser shall forever defend, indemnify, and hold Seller harmless from any claim, loss, or liability arising out of or in any way connected with Purchaser's possession or use of said property, Purchaser's conduct with respect to said property, or any condition of said property, bodily injury to Purchaser's tenants, bodily injury to tenant's invitees, bodily injury to any and all individuals resulting from

such tenants. In the event of litigation or proceeding brought against Seller and arising out of or in any way connected with any of the above events or claims, against which Purchaser agrees to defend Seller, Purchaser shall, upon notice from Seller, vigorously resist and defend such actions or proceedings through legal counsel reasonably satisfactory to Seller.

Section 14: Eminent Domain. In the event of condemnation or appropriation of all or any part of the above described property by any public or private corporation under the laws of eminent domain, such portions of the monies received in such proceedings which relate to any of said property shall be applied as a credit against the unpaid principal balance existing under this Contract. If the proceeds are sufficient to pay off the principal balance, any remaining proceeds shall be applied to accrued interest. Any excess proceeds after payment shall be paid to Purchaser; or, if Purchaser owes money to Guarantors at the time of such settlement, the excess proceeds shall be paid to Guarantors for application upon the debt owed by Purchaser.

Section 15: Use and Care of Premises. Purchaser agrees and covenants that they will not permit said property to be used for any unlawful or objectionable purpose; that they will keep all buildings, fences, and other improvements upon said property in good repair; that they will not remove any improvements without the written consent of the Seller; that they will care for said property in a manner consistent with good management practices in the community; and that they will not permit nor suffer waste to be committed on said property. All farming operations upon said property shall be in accordance with the practices of good husbandry and the best soil conservation practices, observing accepted methods of crop rotation. Purchaser will constantly take precautions to prevent undue depletion of the soil from erosion by wind or water and shall use all reasonable efforts to keep said property free from noxious weeds or plants.

Section 15.1: Use of Hazardous Substances. Purchaser shall not use any hazardous or toxic substances (as defined under applicable Idaho or federal law) without prior written notice to Seller. Said notice shall identify the substance to be used, the area in which the substance is to be used, the manner in which the substance is to be stored and applied, and plans to dispose of any excess. Seller has the option of refusing to consent to such use, storage, or disposal of toxic substances; Purchaser's failure to comply with such a decision shall constitute an event of default by Purchaser. All hazardous or toxic materials shall be used strictly in accordance with all applicable laws, rules, and ordinances and Purchaser shall not allow any hazardous or toxic waste into the air, ground, or water that is not in compliance with said laws and regulations. Purchaser shall indemnify and hold Seller harmless from any claim, liability, loss,

cost, or expense (including but without limitation, attorney's fees) resulting from hazardous or toxic wastes placed on the property by Purchaser.

Seller hereby consents to Purchaser's use of chemicals and fertilizers customarily used in farming and ranching operations in this area, on the condition that such chemicals and fertilizers are used and stored properly and in accordance with law. Seller has the right to inspect the property, after adequate notice to Purchaser to determine if Purchaser is properly using, storing, and disposing of chemicals and other hazardous wastes.

Seller disclaims any knowledge or information regarding the existence of toxic or hazardous wastes on the property; however, Seller shall be liable for any hazardous wastes existing on the property at the closing date.

Section 16: Restrictions on Voluntary or Involuntary Transfer. Purchaser shall not voluntarily or involuntarily sell, transfer, convey, or assign said premises or Purchaser's interest therein without having first obtained the written consent of Seller, which consent shall not be withheld unreasonably. In the event Purchaser shall sell, transfer, convey, or assign said premises or Purchaser's interest therein without having first obtained the written consent of Seller, the entire unpaid balance hereof, including interest, shall become immediately due and payable. Consent by Seller to one transfer shall not constitute consent to other transfers or waiver of this paragraph.

Section 17: Closing Documents.

Section 17.1: Delivery of Documents to Purchaser. At closing, Seller shall deliver to Purchaser the following documents:

(a) A duly executed and acknowledged Warranty Deed in recordable form from Seller to Purchaser for the real property sold herein to be recorded in favor of Purchaser, a copy of which is attached hereto as Exhibit "C" to be held in escrow as provided in Section 1.7.3.

(b) A duly executed and acknowledged Bill of Sale from Seller to Purchaser for all items of personal property to be conveyed under the terms of this Agreement, a copy of which is attached hereto as Exhibit "B."

(c) Standard Owner's policy of title insurance insuring good and merchantable title in and to the real property in fee simple.

(d) Evidence of ownership of 130 units in Cottonwood Grazing Association.

(e) Transfer of State of Idaho leasehold interest.

Section 17.2: Delivery of Documents to Seller. At closing, Purchaser shall deliver to Seller the following documents:

(a) A mortgage securing the contract of sale encumbering the real property described above, a copy of which is attached hereto as Exhibit "F" to be held in escrow as provided.

(b) A financing statement (Form UCC-1) for the purpose of perfecting Seller's security interest created herein in the personal property, except for the livestock being transferred.

Section 17.3: Quitclaim Deed. At closing, Purchaser shall deliver to the Closing Agent an executed and acknowledged Quitclaim Deed and Bill of Sale conveying said property from Purchaser to Guarantors. Said documents shall be delivered by the Closing Agent as provided in Section 18.2 below.

Section 18: Default.

Section 18.1: Events of Default. Time is of the essence in this Contract. A default shall occur under any of the following circumstances:

(a) Failure to Pay. Failure of Purchaser to make any payment within thirty (30) days after it is due;

(b) Failure to Cure. Failure of Purchaser to perform any other obligation contained in this Contract within thirty (30) days after notice from Seller specifying the nature of the default, or if the default cannot be cured within thirty (30) days, failure within such time to commence and pursue curative action with reasonable diligence;

(c) Acts of Insolvency. Dissolution, termination of existence, insolvency on a balance sheet basis or business failure of Purchaser; the commencement by Purchaser of a voluntary case under the federal bankruptcy laws or under other federal or state law relating to insolvency or debtor's relief; the entry of a decree or order for relief against Purchaser in an involuntary case under the federal bankruptcy laws or under any other applicable federal or state law relating to insolvency or debtor's relief; the appointment or the consent by the Purchaser to the appointment of a receiver, trustee, or custodian of Purchaser or of any of

Purchaser's property; an assignment for the benefit of creditors by Purchaser or Purchaser's failure generally to pay its debts as such debts become due.

Section 18.2: Remedies on Default. In the event of a default, Seller may at its option and without further notice to Purchaser, declare the entire balance of the purchase price and interest immediately due and payable together with any sums advanced by Seller for items such as water assessments, taxes, insurance, payments on underlying obligations assumed by Purchaser, lienable items and other expenses incurred to protect Seller's interest in the property; and may take all steps authorized by law to enforce its rights pursuant to the Mortgage and Security Agreement executed by Purchaser.

Section 19: Non-Waiver. Failure of Seller to insist upon strict performance of Purchaser's obligations hereunder (e.g., accepting late or partial payments) shall not be construed as a waiver by Seller of strict performance thereafter of all of Purchaser's obligations hereunder and shall not prejudice Seller's remedies as provided herein or by law or equity.

Section 20: Notice. Any notice, demand, or communication to be given by either party to this Contract to the other party shall be in writing and transmitted to the other party by registered or certified mail addressed to said party at their address shown below, provided that either party may change his place of address by notice to the other party as herein provided. The mailing and registering or certifying of any such notice, demand, or communication as herein provided shall be sufficient service thereof. In the event notice of default of any nature is sent by Seller, Purchaser agrees to pay Seller the sum of \$100.00 in addition to all other demands in said notice, before said default is cured and released, such amounts being a reasonable attorney's fee and cost of said notice. Any payments coming due during the time that a notice of default is in effect shall be automatically included in said notice of default and the Purchaser must pay said payment or payments in addition to the amounts called for in the notice.

Sellers:

Ned R. Gibbs
Beverly Gibbs

857 Fairway Dr.
Preston Idaho 83263

Richard Kay Gibbs
Twila Gibbs
Box 46
Swanlake, ID 83281

Purchaser:

John H. Probst
Jayne K. Probst
Box 41
Swanlake, ID 83281

Section 21: Attorneys' Fees. In the event suit or action is instituted to enforce any of the terms of this Contract, including any and all bankruptcy claims, actions, and proceedings deemed necessary or desirable, or to otherwise protect the interest of Seller, including the hiring of any attorney in the event of default, then the non-defaulting party or the prevailing party (in the event of suit) shall be entitled to recover reasonable attorneys' fees and costs, including fees or costs that may be incurred in any appellate proceeding.

Section 22: Escrowholder. American Land Title of Pocatello, Idaho, shall be designated as escrowholder. The following documents shall be placed in escrow:

- (a) The original executed Contract of Sale.
- (b) A Warranty Deed in recordable form from Seller to Purchaser.
- (c) A Mortgage in recordable form from Purchaser to Sellers.
- (d) Evidence of ownership of 130 units of Cottonwood Grazing Association.
- (e) The original State of Idaho land lease as transferred from Seller to Purchaser.
- (f) A Quitclaim Deed in recordable form from Purchaser to Seller in the event of default.
- (g) The original policy of Title Insurance on the real property premises subject to this sales agreement.
- (h) Copies of the UCC financing statements evidencing Sellers' lien on the personal property except livestock.

Section 23: Partial Invalidity. In the event any portion of this Contract or part hereof shall be determined invalid, void or otherwise unenforceable, the remaining provisions hereunder, or part thereof, shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby, it being understood that such remaining provisions shall be construed in a manner most closely approximating the intention of

the parties with respect to the invalid, void or unenforceable provision or part thereof.

Section 24: Waiver: Failure of either party to exercise the rights upon any default of the other shall not be construed as the waiver of the right to insist upon full performance of all the terms and conditions of this Contract, or exercising any other rights contained in this Contract.

Section 25: Representation by Counsel. Sellers acknowledge that this contract has been drafted by Rolig & Peterson, Attorneys at Law, for and at the request of Purchaser and that Rolig & Peterson can only represent the Purchaser. Seller further acknowledges they are not relying on the above-named attorneys in any regard, and that such attorneys cannot and do not represent the Sellers' interest in this matter.

Section 26: Closing.

Section 26.1: Date of Closing. The Closing Date shall be on or before March 15, 1995.

Section 26.2: Closing Agent. The Closing Agent shall be American Land Title, Pocatello, Idaho.

Section 26.3: Closing Costs. Seller agrees to pay the cost of title insurance. All other costs of closing this transaction, including escrow agent fee, long-term escrow fees, set-up fees and recording costs shall be paid one-half (½) by Seller and one-half (½) by Purchaser. Each party shall pay his or her legal and accounting fees related to preparation, negotiation, and review of legal documents for this transaction.

Section 27: Survival And Binding Effect. The provisions of this Contract shall survive the closing of this transaction. This Contract shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

Section 28: Parties. In construing this Agreement, it is understood that Seller or Purchaser may be more than one person; that if the Agreement so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed, and implied to make the provisions hereof apply equally to partnerships, corporate entities, and to individuals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year hereinabove first written.

SELLERS:

Ned R. Gibbs
NED R. GIBBS

Beverly Gibbs
BEVERLY GIBBS

Richard K. Gibbs
RICHARD KAY GIBBS

Twila Gibbs
TWILA GIBBS

PURCHASER:

John H. Probst
JOHN H. PROBST

Jayne R. Probst
JAYNE R. PROBST

STATE OF IDAHO

County of BANNOCK

) ss.
)

On this 15th day of MARCH, 1995, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared NED R. GIBBS and BEVERLY GIBBS, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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

Ruth M. Tubel
NOTARY PUBLIC FOR: IDAHO
Residing at: POCATELLO
My commission expires: 4-1-99

STATE OF IDAHO)

County of BANNOCK)

ss.

On this 15TH day of MARCH, 1995, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared RICHARD KAY GIBBS and TWILA GIBBS, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that she executed the same.

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



NOTARY PUBLIC FOR IDAHO

Residing at: POCATELLO

My commission expires: 4-1-99

STATE OF IDAHO)

County of ~~Twin Falls~~ BANNOCK)

ss.

On this 15TH day of MARCH, 1995, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared JOHN H. PROBST and JAYNE K. PROBST, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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



NOTARY PUBLIC FOR IDAHO

Residing at: POCATELLO

My commission expires: 4-1-99

EXHIBIT A

PARCEL 1:

TOWNSHIP 12 SOUTH, RANGE 38 E.B.M., BANNOCK COUNTY, IDAHO.

SECTION 32: SE $\frac{1}{4}$ SE $\frac{1}{4}$

TOWNSHIP 13 SOUTH, RANGE 38 E.B.M., BANNOCK COUNTY, IDAHO.

SECTION 4: NW $\frac{1}{4}$ SW $\frac{1}{4}$; S $\frac{1}{2}$ SW $\frac{1}{4}$, EXCEPT:

A STRIP OF LAND 60 FEET WIDE, 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT HIGHWAY STATION 2591+80.9; THENCE SOUTH 11°26' EAST, 6.1 FEET TO A POINT ON THE LATITUDINAL CENTER LINE OF SECTION 5, TOWNSHIP 13 SOUTH, RANGE 38 E.B.M., THENCE SOUTH 11°26' EAST, 43.4 FEET; THENCE ON A 15°00' CURVE LEFT 175.5 FEET; THENCE SOUTH 37°46' EAST, 201.1 FEET THENCE ON A 3°00' CURVE LEFT 950.0 FEET; THENCE SOUTH 65°16' EAST, 298.1 FEET; THENCE ON A 28°00' CURVE RIGHT 150.4 FEET; THENCE SOUTH 36°11' EAST, 340.0 FEET TO A POINT ON THE WEST BOUNDARY OF SECTION 4, TOWNSHIP 13 SOUTH, RANGE 38 E.B.M., THENCE SOUTH 36°11' EAST, 1350.4 FEET; THENCE ON A 5°00' CURVE LEFT 138.1 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID SECTION 4, 909 FEET, MORE OR LESS, EAST OF THE SOUTHWEST CORNER OF SAID SECTION 4, THENCE ON A 5°00' CURVE LEFT 28.0 FEET TO HIGHWAY STATION 2628+62.0.

ALSO EXCEPT: A STRIP OF LAND 66 FEET WIDE, BEING 33 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE OF HIGHWAY AS SURVEYED AND SHOWN ON THE OFFICIAL PLAT OF THE DAYTON-RED ROCK S-1739(1) HIGHWAY SURVEY ON FILE IN THE OFFICE OF THE DEPARTMENT OF HIGHWAYS OF THE STATE OF IDAHO AND LYING OVER AND ACROSS THE SW $\frac{1}{4}$ SW $\frac{1}{4}$ OF SECTION 4, THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ AND THE N $\frac{1}{2}$ SE $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 13 SOUTH, RANGE 38 EAST, BOISE MERIDIAN.

BEGINNING AT STATION 319+45.7 OF THE SAID HIGHWAY SURVEY, WHICH STATION IS A POINT ON CURVE APPROXIMATELY 3546.7 FEET EAST FROM THE SOUTH QUARTER CORNER OF SECTION 5, TOWNSHIP 13 SOUTH, RANGE 38 EAST, BOISE MERIDIAN; THENCE 332.9 FEET WITH A 1°30' CURVE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 10°49' TO STATION 322+78.6, WHICH STATION IS A POINT ON TANGENT; THENCE NORTH 37°36' WEST ON TANGENT 1090.5 FEET TO STATION 333+69.1, WHICH STATION IS A POINT OF CURVATURE; THENCE 651.7 FEET WITH A 3°00' CURVE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 19°33' TO STATION 340+20.8 WHICH STATION IS A POINT ON TANGENT; THENCE NORTH 57°09' WEST ON TANGENT 773.3 FEET TO STATION 347+94.1, WHICH STATION IS A POINT OF CURVATURE; THENCE 762.9 FEET WITH A 5°00' CURVE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 44°30' TO STATION 355+57, WHICH STATION IS A POINT ON A CURVE APPROXIMATELY 1475 FEET WEST FROM THE EAST QUARTER CORNER OF SECTION 5, TOWNSHIP 13 SOUTH, RANGE 38 EAST, BOISE MERIDIAN.

ALSO ADDITIONAL IRREGULAR STRIPS OF LAND ADJACENT AND CONTIGUOUS TO THE ABOVE DESCRIBED RIGHT OF WAY ON BOTH SIDES THEREOF AS FOLLOWS: ON THE SOUTHWESTERLY SIDE, A STRIP OF LAND 7.0 FEET WIDE EXTENDING FROM THE SOUTH LINE OF SAID SECTION 4 TO STATION 347+00 AND

TAPERING TO 0.0 FEET AT STATION 347+94.1; ON THE NORTHEASTERLY SIDE, A STRIP OF LAND WIDENING FROM 0.0 FEET AT STATION 333+00 TO 7.0 FEET AT STATION 333+69.1 AND CONTINUING 7.0 FEET WIDE TO THE NORTH LINE OF THE NW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SAID SECTION 5.

ALSO EXCEPT: BEGINNING AT A POINT 105 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 13 SOUTH, RANGE 38 EAST, BOISE MERIDIAN; THENCE SOUTH 36°11' EAST, A DISTANCE OF 1350.4 FEET; THENCE ON A 5° CURVE TO THE LEFT A DISTANCE OF 139.1 FEET TO THE POINT OF ENDING, WHICH POINT IS 909 FEET EAST OF THE CORNER OF SECTIONS 4, 5, 6, 9, TOWNSHIP 13 SOUTH, RANGE 38 EAST, BOISE MERIDIAN, ALL IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 13 SOUTH, RANGE 38 EAST, BOISE MERIDIAN.

SECTION 5: LOT 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, EXCEPTING THEREFROM:

A STRIP OF LAND 50 FEET WIDE, BEING 25 FEET ON EACH SIDE OF THE CENTER LINE, SAID CENTER LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 210 FEET WEST, MORE OR LESS, OF THE NORTHEAST CORNER OF THE NW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 13 SOUTH, RANGE 38 E.B.M.; THENCE SOUTH 11°25' EAST, A DISTANCE OF 43.4 FEET, MORE OR LESS; THENCE ON A 15° CURVE TO THE LEFT A DISTANCE OF 175.5 FEET, MORE OR LESS; THENCE SOUTH 37°46' EAST A DISTANCE OF 201.01 FEET, MORE OR LESS, TO THE PLACE OF ENDING, WHICH PLACE IS 385 FEET, MORE OR LESS, SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 13 SOUTH, RANGE 38 EAST, BOISE MERIDIAN, SITUATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 13 SOUTH, RANGE 38 EAST, BOISE MERIDIAN.

ALSO, BEGINNING AT A POINT 75 FEET WEST, MORE OR LESS, TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 13 SOUTH, RANGE 38 EAST, BOISE MERIDIAN; THENCE RUN SOUTH 36°11' EAST A DISTANCE OF 130 FEET, MORE OR LESS, TO POINT ENDING, WHICH POINT IS 105 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 13 SOUTH, RANGE 38 EAST, BOISE MERIDIAN, SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 13 SOUTH, RANGE 38 EAST, BOISE MERIDIAN;

AND ALSO, A STRIP OF LAND 50 FEET WIDE, BEING 25 FEET ON EACH SIDE OF THE CENTER LINE, SAID CENTER LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 385 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 13 SOUTH, RANGE 38 EAST, BOISE MERIDIAN; THENCE ON A 3° CURVE TO THE LEFT, A DISTANCE OF 950.0 FEET; THENCE SOUTH 66°16' EAST, A DISTANCE OF 298.1 FEET; THENCE ON A 20° CURVE TO THE RIGHT A DISTANCE OF 150.4 FEET; THENCE SOUTH 36°11' EAST A DISTANCE OF 210.0 FEET TO THE POINT OF ENDING, WHICH POINT IS 75 FEET WEST OF SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER

SECTION 5, TOWNSHIP 13 SOUTH, RANGE 38 EAST, BOISE MERIDIAN, SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 13 SOUTH, RANGE 38 EAST, BOISE MERIDIAN.

AND ALSO: $W\frac{1}{2}S\frac{1}{2}S\frac{1}{2}SE\frac{1}{4}SW\frac{1}{4}SE\frac{1}{4}$, SECTION 5 TOWNSHIP 13 SOUTH, RANGE 38 E.B.M.

SECTION 8: $SE\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$.

SECTION 9: $NW\frac{1}{4}SW\frac{1}{4}$, $NW\frac{1}{4}NE\frac{1}{4}$ AND THE FOLLOWING DESCRIBED PORTION OF THE $NE\frac{1}{4}NW\frac{1}{4}$, BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE WEST 744 FEET; THENCE SOUTH 916 FEET, MORE OR LESS, TO THE NORTHEASTERLY BOUNDARY LINE OF THE COUNTY ROAD; THENCE SOUTHEASTERLY ALONG SAID BOUNDARY LINE (WHICH BOUNDARY LINE IS 25 FEET DISTANT FROM THE CENTERLINE OF SAID COUNTY ROAD, WHICH CENTER LINE IS MORE FULLY DESCRIBED IN BOOK 36 OF DEEDS, PAGE 438, RECORDS OF BANNOCK COUNTY, IDAHO) TO THE SOUTH LINE OF THE $NE\frac{1}{4}NW\frac{1}{4}$ OF SECTION 9, AT A POINT 340 FEET WEST OF THE SOUTHEAST CORNER OF SAID $NE\frac{1}{4}NW\frac{1}{4}$ OF SECTION 9; THENCE EAST 340 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID $NE\frac{1}{4}NW\frac{1}{4}$ OF SECTION 9; THENCE NORTH 1320 FEET TO THE POINT OF BEGINNING.

ALSO: THE $S\frac{1}{2}NE\frac{1}{4}$ EXCEPTING THEREFROM:

A STRIP OF LAND 60 FEET WIDE 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: BEGINNING AT HIGHWAY STATION 2646+96.6 ON A $5^{\circ}00'$ CURVE LEFT, 42.4 FEET TO A POINT ON THE NORTH $1/16$ LINE OF SECTION 9, TOWNSHIP 13 SOUTH, RANGE 38 E.B.M.; 340 FEET, MORE OR LESS, WEST OF THE NORTH $1/16$ CORNER ON THE MERIDIONAL CENTERLINE OF SAID SECTION 9, THENCE ON A $5^{\circ}00'$ CURVE LEFT, 25 FEET MORE OR LESS SOUTH $55^{\circ}01'$ EAST, 389.8 FEET TO A POINT ON THE MERIDIONAL CENTER LINE, 250.0 FEET, MORE OR LESS SOUTH OF THE NORTH $1/16$ CORNER ON THE MERIDIONAL CENTER LINE OF SAID SECTION 9, THENCE SOUTH $55^{\circ}01'$ EAST, 21.0 FEET TO HIGHWAY STATION 2651+75.0.

PARCEL 2:

TOWNSHIP 13 SOUTH, RANGE 38 E.B.M., BANNOCK COUNTY, IDAHO.

SECTION 4: LOT 4, $S\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$

TOWNSHIP 12 SOUTH, RANGE 38 E.B.M., BANNOCK COUNTY, IDAHO.

SECTION 32: $NE\frac{1}{4}SE\frac{1}{4}$, EXCEPTING THEREFROM:

A STRIP OF LAND SITUATE IN THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32 AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST HALF OF SECTION 33, ALL IN TOWNSHIP 12 SOUTH, RANGE 38 EAST, BOISE MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 33, 3048.4 FEET EAST OF THE SOUTHWEST CORNER OF THE SAID SECTION 33, SAID POINT BEING 100 FEET DISTANT NORTHEASTERLY, MEASURED AT RIGHT

ANGLES FROM THE CENTERLINE OF THE PRESENT MAIN TRACK OF THE OREGON SHORT LINE RAILROAD COMPANY AND ITS ENGINEER'S STATION 4544+10.3; THENCE RUNNING NORTH 45°18' WEST, FOR A DISTANCE OF 2401 FEET; THENCE NORTHWEST ALONG A CURVED LINE TO THE LEFT, HAVING A RADIUS OF 2964.9 FEET, BEING 100 FEET DISTANT NORTHEASTERLY FROM AND PARALLEL TO SAID CENTER LINE OF PRESENT MAIN TRACK, FOR A DISTANCE OF 821 FEET; THENCE NORTH 61°10' WEST ALONG A LINE THAT IS 100 FEET DISTANT NORTHEASTERLY FROM AND PARALLEL TO SAID CENTER LINE OF PRESENT MAIN TRACK FOR A DISTANCE OF 1212.3 FEET; THENCE NORTHWESTERLY ALONG A CURVED LINE TO THE RIGHT, HAVING A RADIUS OF 3719.8 FEET, BEING 100 FEET DISTANT NORTHEASTERLY FROM AND PARALLEL TO SAID CENTER LINE OF PRESENT MAIN TRACK, FOR A DISTANCE OF 1161 FEET; THENCE NORTH 43°17' WEST, ALONG A LINE THAT IS 100 FEET DISTANT NORTHEASTERLY FROM AND PARALLEL TO SAID CENTER LINE OF PRESENT MAIN TRACK, FOR A DISTANCE OF 311 FEET, MORE OR LESS, TO A POINT THAT IS 100 FEET DISTANT NORTHEASTERLY, MEASURED AT RIGHT ANGLES FROM SAID CENTER LINE OF PRESENT MAIN TRACK AT ENGINEER'S STATION 4603+20.2; THENCE SOUTH 40°34' EAST, FOR A DISTANCE OF 380 FEET, THENCE SOUTHEASTERLY ALONG A CURVED LINE TO THE LEFT, HAVING A RADIUS OF 2914.9 FEET, FOR A DISTANCE OF 1048.1 FEET TO A POINT THAT IS 50 FEET DISTANT NORTHEASTERLY, MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF THE SAID PRESENT MAIN TRACK OF SAID RAILROAD COMPANY; THENCE CONTINUING SOUTHEASTERLY ALONG A CURVED LINE TO THE LEFT, HAVING A RADIUS OF 3769.8 FEET, BEING 50 FEET DISTANT NORTHEASTERLY FROM AND PARALLEL TO SAID CENTER LINE OF PRESENT MAIN TRACK, FOR A DISTANCE OF 58.2 FEET; THENCE SOUTH 61°10' EAST ALONG A LINE THAT IS 50 FEET DISTANT NORTHEASTERLY FROM AND PARALLEL TO SAID CENTERLINE OF PRESENT MAIN TRACK, FOR A DISTANCE OF 1212.3 FEET; THENCE SOUTHEASTERLY ALONG A CURVED LINE TO THE RIGHT, HAVING A RADIUS OF 2914.9 FEET, BEING 50 FEET DISTANT NORTHEASTERLY FROM AND PARALLEL TO SAID CENTER LINE OF PRESENT MAIN TRACK, FOR A DISTANCE OF 807.2 FEET; THENCE SOUTH 45°18' EAST ALONG A LINE THAT IS 50 FEET DISTANT NORTHEASTERLY FROM AND PARALLEL TO SAID CENTER LINE OF PRESENT MAIN TRACK FOR A DISTANCE OF 2352.5 FEET, MORE OR LESS, TO A POINT IN THE SOUTH LINE OF SAID SECTION 33; THENCE EAST ALONG SAID SOUTH LINE 70.8 FEET TO THE POINT OF BEGINNING.

SECTION 33: W $\frac{1}{2}$ SW $\frac{1}{4}$, EXCEPTING THEREFROM:

A STRIP OF LAND SITUATE IN THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32 AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, ALL IN TOWNSHIP 12 SOUTH, RANGE 38 EAST, BOISE MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SECTION 33, 3048.4 FEET, EAST OF THE SOUTHWEST CORNER OF SAID SECTION 33, SAID POINT BEING 100 FEET DISTANT NORTHEASTERLY, MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF THE PRESENT MAIN TRACK OF THE OREGON SHORT LINE RAILROAD COMPANY AT ITS ENGINEER'S STATION 4544+10.3; THENCE RUNNING NORTH 45°18' WEST, FOR A DISTANCE OF 2401 FEET; THENCE NORTHWESTERLY ALONG A CURVED LINE TO THE LEFT, HAVING A RADIUS OF 2964.9 FEET, BEING 100 FEET DISTANT NORTHEASTERLY FROM AND PARALLEL

TO SAID CENTER LINE OF PRESENT MAIN TRACK, FOR A DISTANCE OF 821 FEET; THENCE NORTH 61°10' WEST ALONG A LINE THAT IS 100 FEET DISTANT NORTHEASTERLY FROM AND PARALLEL TO SAID CENTER LINE OF PRESENT MAIN TRACK FOR A DISTANCE OF 1212.3 FEET; THENCE NORTHWESTERLY ALONG A CURVED LINE TO THE RIGHT, HAVING A RADIUS OF 3719.8 FEET, BEING 100 FEET DISTANT NORTHEASTERLY FROM AND PARALLEL TO SAID CENTER LINE OF PRESENT MAIN TRACK, FOR A DISTANCE OF 1161 FEET; THENCE NORTH 43°17' WEST, ALONG A LINE THAT IS 100 FEET DISTANT NORTHEASTERLY FROM AND PARALLEL TO SAID CENTER LINE OF PRESENT MAIN TRACK, FOR A DISTANCE OF 311 FEET, MORE OR LESS, TO A POINT THAT IS 100 FEET DISTANT NORTHEASTERLY, MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE OF PRESENT MAIN TRACK AT ENGINEERS STATION 4603+20.2; THENCE SOUTH 40°34' EAST, FOR A DISTANCE OF 380 FEET, THENCE SOUTHEASTERLY ALONG A CURVED LINE TO THE LEFT, HAVING A RADIUS OF 2914.9 FEET, FOR A DISTANCE OF 1048.1 FEET, TO A POINT THAT IS 50 FEET DISTANT NORTHEASTERLY, MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF THE SAID PRESENT MAIN TRACK OF SAID RAILROAD COMPANY; THENCE CONTINUING SOUTHEASTERLY ALONG A CURVED LINE TO THE LEFT, HAVING A RADIUS OF 3769.8 FEET BEING 50 FEET DISTANT NORTHEASTERLY FROM AND PARALLEL TO SAID CENTER LINE OF PRESENT MAIN TRACK, FOR A DISTANCE OF 58.2 FEET; THENCE SOUTH 61°10' EAST ALONG A LINE THAT IS 50 FEET DISTANT NORTHEASTERLY FROM AND PARALLEL TO SAID CENTER LINE OF PRESENT MAIN TRACK, FOR A DISTANCE OF 1212.3 FEET; THENCE SOUTHEASTERLY ALONG A CURVED LINE TO THE RIGHT, HAVING A RADIUS OF 2914.9 FEET, BEING 50 FEET DISTANT NORTHEASTERLY FROM AND PARALLEL TO SAID CENTER LINE OF PRESENT MAIN TRACK, FOR A DISTANCE OF 807.2 FEET; THENCE SOUTH 45°18' EAST ALONG A LINE THAT IS 50 FEET DISTANT NORTHEASTERLY FROM AND PARALLEL TO SAID CENTER LINE OF PRESENT MAIN TRACK FOR A DISTANCE OF 2352.5 FEET, MORE OR LESS, TO A POINT IN THE SOUTH LINE OF SAID SECTION 33; THENCE EAST ALONG SAID SOUTH LINE 70.8 FEET, TO THE POINT OF BEGINNING.

PARCEL 3:

TOWNSHIP 12 SOUTH, RANGE 38 E.B.M., BANNOCK COUNTY, IDAHO.

SECTION 13: LOTS 1, 2, 3 W $\frac{1}{2}$ NE $\frac{1}{2}$;

TOWNSHIP 12 SOUTH, RANGE 39 E.B.M., BANNOCK COUNTY, IDAHO

SECTION 18: LOT 1, NE $\frac{1}{4}$ NW $\frac{1}{4}$, LOT 3, EXCEPT, COMMENCING AT THE NORTHWEST CORNER OF LOT 3, THENCE EAST ALONG THE NORTH LINE OF LOT 3 TO THE NORTHEAST CORNER OF LOT 3, THENCE SOUTH ALONG THE EAST LINE OF LOT 3 TO THE SOUTHEAST CORNER, THENCE IN A NORTHWESTERLY DIRECTION TO THE NORTHWEST CORNER OF LOT 3, THE PLACE OF BEGINNING.

ALSO: THE S $\frac{1}{2}$ SW $\frac{1}{4}$ SECTION 15, THE E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$ AND NW $\frac{1}{4}$ NW $\frac{1}{4}$ SECTION 21, THE N $\frac{1}{2}$ NW $\frac{1}{4}$ OF SECTION 22, THE W $\frac{1}{2}$ NE $\frac{1}{4}$ AND W $\frac{1}{2}$ SE $\frac{1}{4}$ OF SECTION 27, AND THE NE $\frac{1}{4}$ OF SECTION 28 ALL IN TOWNSHIP 12 SOUTH, RANGE 38 EAST OF THE BOISE MERIDIAN;

ALSO: SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 8, THE NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 17, AND A TRACT OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE

NORTH 1/16 SECTION LINE OF SECTION 17, AT ITS INTERSECTION WITH THE CENTER LINE OF THE GOOSEBERRY ROAD; THENCE WEST ON THE SAID NORTH 1/16 SECTION LINE 1537 FEET, MORE OR LESS, TO THE NORTHWEST 1/16 SECTION CORNER OF SAID SECTION 17; THENCE SOUTH ON THE WEST 1/16 SECTION LINE OF SAID SECTION 1778 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE CENTER LINE OF SAID GOOSEBERRY ROAD; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID CENTER LINE OF SAID GOOSEBERRY ROAD TO THE PLACE OF BEGINNING; ALL IN TOWNSHIP 13 SOUTH, RANGE 38 EAST OF THE BOISE MERIDIAN.

TOWNSHIP 13 SOUTH, RANGE 38 EAST OF THE BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.

SECTION 9: S $\frac{1}{2}$ NE $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$. EXCEPTING THEREFROM:

THOSE PORTIONS OF PROPERTY DEEDED TO BANNOCK COUNTY AS DESCRIBED IN THOSE DEEDS RECORDED SEPTEMBER 4, 1920 IN BOOK 40 AS PAGE 450 AND RECORDED NOVEMBER 20, 1920 IN BOOK 40 AS PAGE 615 AND RECORDED JULY 22, 1921 IN BOOK 42 AS PAGE 514.

ALSO: THE PORTION OF PROPERTY DEEDED TO THE STATE OF IDAHO AS DESCRIBED IN THAT HIGHWAY RIGHT OF WAY DEED RECORDED MAY 25, 1951 IN BOOK 110 AS PAGE 529.

PARCEL 4:

TOWNSHIP 13 SOUTH, RANGE 38 E.B.M., BANNOCK COUNTY, IDAHO.

SECTION 5: W $\frac{1}{2}$ S $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$

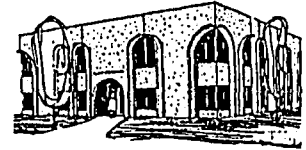
Ron Kerl
Steven V. Richert
James A. Spinner

Archie W. Service

SERVICE, GASSER & KERL

Attorneys and Counselors at Law
P.O. Box 6009 * 2043 East Center Street
Pocatello, Idaho 83205-6009

Telephone: (208) 232-4471
Facsimile: (208) 232-1808
E-mail: jas@sgklaw.net



Of Counsel:
Clark Gasser

April 8, 1999

IDWR Eastern Region
900 North Skyline Drive, Suite A
Idaho Falls, ID 83402-1718

RECEIVED

APR 09 1999

Department of Water Resources
Eastern Region

Re: John and Jayne Probst
Notices of Change of Water Right Ownership
Application For Transfer of Water Right

Dear Water Resources Department:

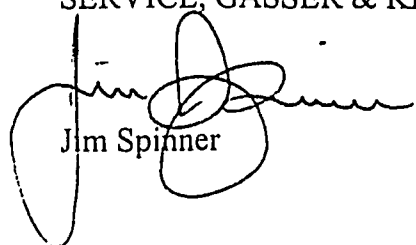
Enclosed please find the following:

1. Notice of Change of Water Right Ownership, regarding Water Right No. 13-07144;
2. Notice of Change of Water Right Ownership, regarding Water Right No. 13-07134;
3. Notice of Change of Water Right Ownership, regarding Water Right No. 13-00132;
4. Application for Transfer of Water Right in regard to Water Right Nos. 13-07134 and 13-07144, requesting a change in the place of use of said water rights. The Application is to combine two existing water rights for use on property covered under both rights. The change will not affect the total allowed water right or the total acreage but will allow both water rights to be used on the combined acreage;
5. Our check for \$100.00 for the filing fee on the Application For Transfer of Water Right.

Please process the Notices of Change of Water Right Ownership and Application For Transfer of Water Right. If you have any questions or need any further information, please contact me at the above address or John and Jane Probst at the address listed in the documents. Thank you for your kind assistance and consideration.

Very truly yours,

SERVICE, GASSER & KERL


Jim Spinner

JS/lml
cc: John and Jayne Probst

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE
STATE OF IDAHO

IN THE MATTER OF TRANSFER)
NO. 5451 IN THE NAME OF)
JOHN PROBST AND JAYNE)
PROBST)
_____)

**ORDER GRANTING PETITION
FOR RECONSIDERATION**

This matter having come before the Department of Water Resources (Department) as a petition to reconsider the issuance of a water right transfer, the Department makes the following Findings of Fact, Conclusions of Law, and Order:

FINDINGS OF FACT

1. On August 17, 1999, the Department issued a preliminary order (order) granting approval of Water Right Transfer No. 5451 (transfer) in the name of John Probst and Jayne Probst (petitioners).
2. On August 31, 1999, the Department received a Petition for Reconsideration (petition) in connection with the order from Jason R. Miciak on behalf of the petitioners. The petitioners request that the Department reconsider its determination of place of use and irrigated acre limitations. Petitioner also requests additional time to file supporting affidavits and evidence for consideration and the opportunity to provide oral argument on the petition.

CONCLUSIONS OF LAW

1. Section 67-5243(3), *Idaho Code*, provides in pertinent part as follows:

Unless otherwise provided by statute or rule, any party may file a motion for reconsideration of a recommended order or a preliminary order within fourteen (14) days of the issuance of that order. The presiding officer shall render a written order disposing of the petition.

2. The Department should conditionally grant the petition for reconsideration of the order pursuant to Section 67-5243(3), *Idaho Code*, to give the petitioners an opportunity to provide information demonstrating that the Department should change its determination of place of use and irrigated acre limitations on the transfer.

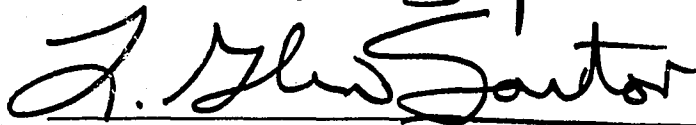
ORDER

IT IS HEREBY ORDERED that the petition is **CONDITIONALLY GRANTED** pursuant to Section 67-5243(3), *Idaho Code*, to allow the petitioners 30 days to provide information demonstrating that the Department should change its determination of place of use and irrigated acre limitations on the transfer.

IT IS FURTHER ORDERED that if the petitioners do not submit additional information in support of the petition within 30 days of the service date of this order, the August 17, 1999, preliminary order issuing the transfer is automatically reinstated and shall again be in full force and effect.

IT IS FURTHER ORDERED that the petitioner's request for oral argument on its petition is moot since the petition has been granted and is therefore **DENIED**.

Dated this 2nd day of September, 1999.



L. GLEN SAXTON
Chief, Water Allocation Bureau

BEFORE THE DEPARTMENT OF WATER RESOURCES

OF THE

STATE OF IDAHO

IN THE MATTER OF TRANSFER)
NO. 5451 IN THE NAME OF)
JOHN PROBST AND JAYNE)
PROBST)
_____)

**ORDER GRANTING REQUEST
FOR EXTENSION OF TIME**

This matter having come before the Department of Water Resources (Department) as a request for extension of time to provide information to reconsider the issuance of a water right transfer, the Department makes the following Findings of Fact, Conclusions of Law, and Order:

FINDINGS OF FACT

1. On August 17, 1999, the Department issued a preliminary order (order) granting approval of Water Right Transfer No. 5451 (transfer) in the name of John Probst and Jayne Probst (petitioners).
2. On August 31, 1999, the Department received a Petition for Reconsideration (petition) in connection with the order from Jason R. Miciak on behalf of the petitioners. The petitioners requested that the Department reconsider its determination of place of use and irrigated acre limitations. Petitioner also requested additional time to file supporting affidavits and evidence for consideration.
3. On September 2, 1999, the Department issued an Order Granting Petition for Reconsideration which allowed the petitioners 30 days to provide information demonstrating that the Department should change its determination of place of use and irrigated acre limitations on the transfer.
4. On October 4, 1999, the Department received a Request for Extension of Time to Provide Information from Jason R. Miciak on behalf of the petitioners. The petitioners request an additional ten (10) days to provide the necessary information. Reasonable cause has been shown for the delay.

CONCLUSIONS OF LAW

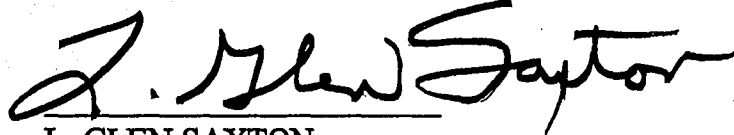
1. The Department should grant the request for extension of time to provide information.

ORDER

IT IS HEREBY ORDERED that the request is **GRANTED** to allow the petitioners an additional 10 days to provide information demonstrating that the Department should change its determination of place of use and irrigated acre limitations on the transfer.

IT IS FURTHER ORDERED that if the petitioners do not submit additional information in support of the petition within 10 days of the service date of this order, the August 17, 1999, preliminary order issuing the transfer is automatically reinstated and shall again be in full force and effect.

Dated this 12th day of October, 1999.



L. GLEN SAXTON
Chief, Water Allocation Bureau

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

IN THE MATTER OF TRANSFER NO.)	
5451 IN THE NAME OF JOHN)	
PROBST AND JANE PROBST)	ORDER GRANTING REQUEST
_____)	FOR EXTENSION OF TIME

FINDINGS OF FACT

1. On August 17, 1999, the Department of Water Resources ("Department") issued a preliminary order ("order") granting approval of Water Right Transfer No. 5451 ("transfer") in the name of John Probst and Jayne Probst ("petitioners").
2. On August 31, 1999, the Department received a Petition for Reconsideration ("petition") in connection with the order from Jason R. Miciak on behalf of the petitioners requesting that the Department reconsider its determination of place of use and irrigated acre limitations. Petitioners also requested additional time to file supporting affidavits and evidence for consideration.
3. On September 2, 1999, the Department issued an Order Granting Petition for Reconsideration which allowed the petitioners 30 additional days to provide information demonstrating that the Department should change its determination of place of use and irrigated acre limitations on the transfer.
4. Upon a request from the petitioners on October 4, 1999, the Department granted an additional 10 days in which to submit the information.
5. On October 13, 1999, the petitioners submitted a third request asking for more time, until November 13, 1999, to submit the information.

CONCLUSIONS OF LAW

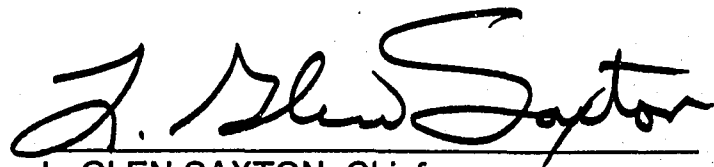
1. The Department should grant additional time to the petitioners to provide additional information for the department's consideration.

ORDER

IT IS THEREFORE, HEREBY ORDERED that the petitioners have until **November 13, 1999**, to submit additional information.

IT IS FURTHER ORDERED, that if the petitioners do not timely submit the information, the August 17, 1999 preliminary order issuing the transfer is automatically reinstated and shall again be in full force and effect.

Dated this 20th day of October, 1999.

A handwritten signature in cursive script, reading "L. Glen Saxton", written over a horizontal line.

L. GLEN SAXTON, Chief
Water Allocation Bureau



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

September 2, 1999

JOHN PROBST
JAYNE PROBST
C/O JASON R. MICIAK
ROLIG & PETERSON, L L P
P O BOX 2749
TWIN FALLS, ID 83303-2749

RE: Water Right Transfer No. 5451

Dear Water Right Holder(s):

Enclosed is an order granting your petition for reconsideration of the preliminary order to issue transfer no. 5451. Please note that the order requires you to act in support of your petition within thirty days.

Please call me at (208) 327-7940 if you have any questions regarding this matter.

Sincerely,

Jeff Peppersack, Manager
Water Right Permits Section

Enclosure

INTER-DEPARTMENT MEMO--1

FROM

Wm

DATE

10-01-99

TO

File T 5451

SUBJECT

Toson micvak called today & asked for another 10 days to submit affidavits & evidence.

I advised him that would be OK


SIGNATURE

Jason R. Miciak (5710)
ROLIG & PETERSON, L.L.P.
Attorneys at Law
P.O. Box 2749
102 Main Avenue South, Suite 6
Twin Falls, Idaho 83303-2749
Telephone: (208) 733-5500
FAX: (208) 733-5553

Attorneys for Claimants

RECEIVED

OCT 04 1999

Department of Water Resources

COPY

WITHIN THE IDAHO DEPARTMENT OF WATER RESOURCES
ADMINISTRATIVE PROCEDURES

In Re Transfer Application 5451,)
JOHN PROBST and JAYNE PROBST,)
Claimants.)

REQUEST FOR EXTENSION OF TIME
TO PROVIDE INFORMATION

On September 2, 1999, the Idaho Department of Water Resources granted Petitioners' Petition to Reconsider filed within this proceeding. The Department granted Petitioner 30 days to provide additional information in support of the Petition.

Petitioner respectfully requests that for good cause, an extension be granted allowing Petitioner ten (10) additional days to provide said information. The extension is required due to the difficulty associated with gathering all necessary deeds and conveyances of the property and comparing them to the records in the Department. Petitioner believes that a wrong legal description was mistakenly given to IDWR in the past, and has caused these issues

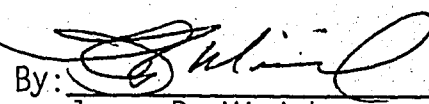
REQUEST FOR EXTENSION OF TIME TO
PROVIDE INFORMATION - Page 1

to arise in this context. Further, difficulty has been added by the fact that it is harvest season.

No unfairness will result from granting the extension because no other parties are involved in the transfer. Petitioner requests that October 13, 1999, be set as the new deadline to provide information.

DATED This 36th day of September, 1999.

ROLIG & PETERSON, L.L.P.

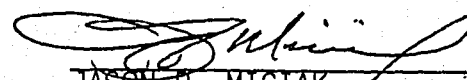
By: 
Jason R. Miciak
Attorney for Claimant

CERTIFICATE OF MAILING

I, the undersigned, hereby certify that I am a resident attorney of the State of Idaho and that on the 30th day of September, 1999, I served a copy of the foregoing document upon the following:

Jeff Peppersack
Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

by depositing a true copy thereof in the United States mail, postage prepaid.


JASON R. MICIAK

COPY



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

October 13, 1999

JOHN PROBST
JAYNE PROBST
C/O JASON R MICIAK
ROLIG & PETERSON LLP
PO BOX 2749
TWIN FALLS ID 83303-2479

RE: Transfer 5451

Dear Mr. & Mrs. Probst:

Enclosed please find an Order issued by the department
Granting Request for Extension of Time.

If you have any questions regarding this matter, please call
me at 327-7940.

Sincerely,

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

Jeff Peppersack, Manager
Water Right, Permits Section

JP:klt

Enclosure

ROLIG & PETERSON, L.L.P.

ATTORNEYS AT LAW

JEFFREY E. ROLIG

STEVEN D. PETERSON

JASON R. MICIAK

FIRST SECURITY BANK BUILDING
102 MAIN AVE. SOUTH, SUITE 6
POST OFFICE BOX 2749
TWIN FALLS, ID 83303-2749
TELEPHONE (208) 733-5500
FAX (208) 733-5553
WWW.ROLIG_PETERSON.COM

October 14, 1999

RECEIVED

OCT 19 1999

Department of Water Resources

L. Glenn Saxton
Idaho Department of Water Resources
1341 Fillmore Street, Suite 200
Twin Falls, Idaho 83301

Dear Mr. Saxton:

Per our conversation of October 13, 1999, this letter serves as a written request for an extension to file additional information supporting the Petition for Reconsideration in Transfer 5451. The additional information is to be submitted November 13, 1999.

Sincerely,

JASON R. MICIAK

Steven D. Peterson for

13-07134
13-07135

JRM:eav



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

October 21, 1999

JOHN PROBST
JAYNE PROBST
C/O JASON R MICIAK
ROLIG & PETERSON LLP
PO BOX 2749
TWIN FALLS ID 83303-2479

RE: Transfer 5451

Dear Mr. & Mrs. Probst:

Enclosed please find an Order issued by the department
Granting Request for Extension of Time.

If you have any questions regarding this matter, please call
me at 327-7940.

Sincerely,

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

Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosure