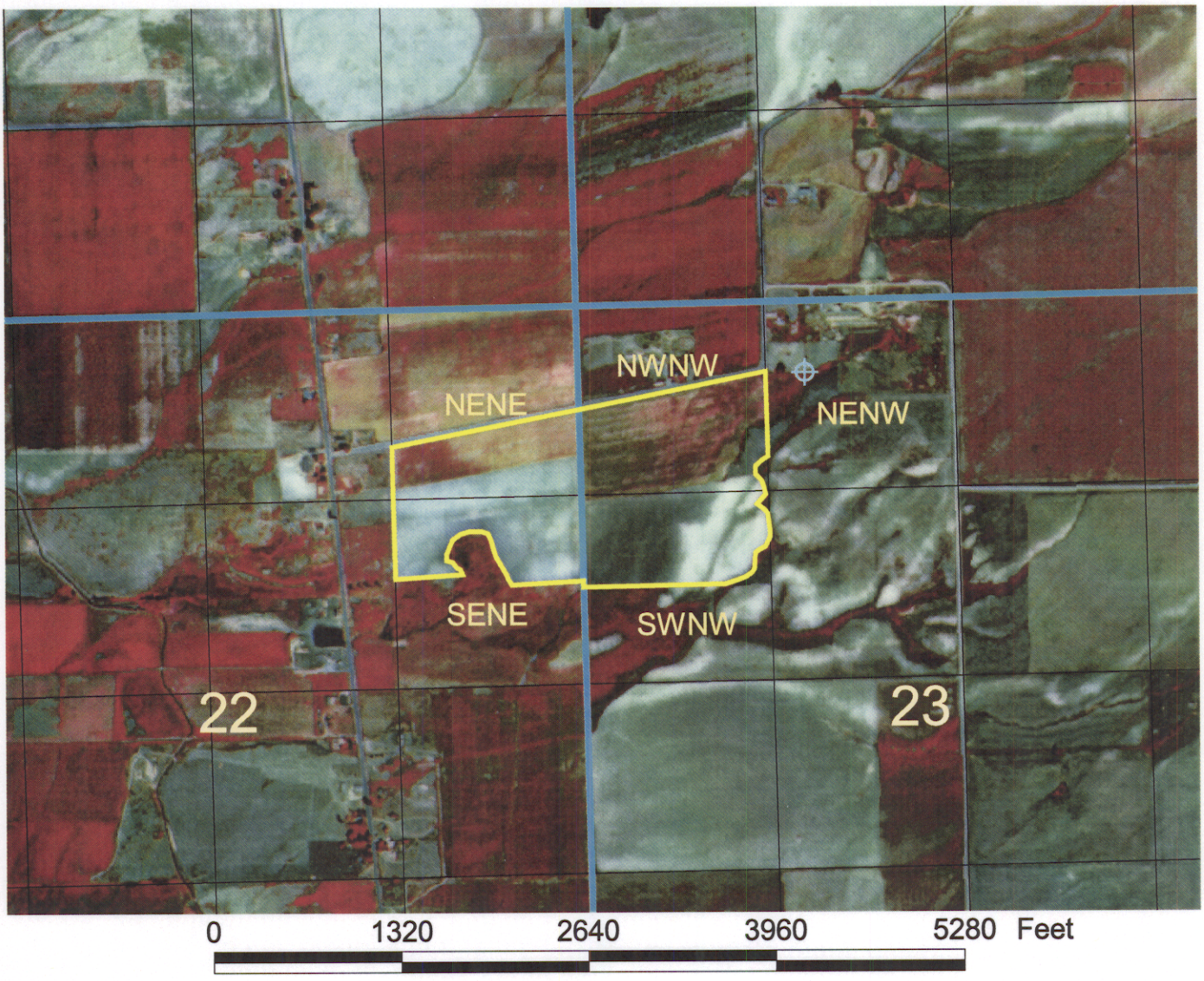
Department of Water Resources
Claim No.: 29-339B

Twp 11S, Rge 37E

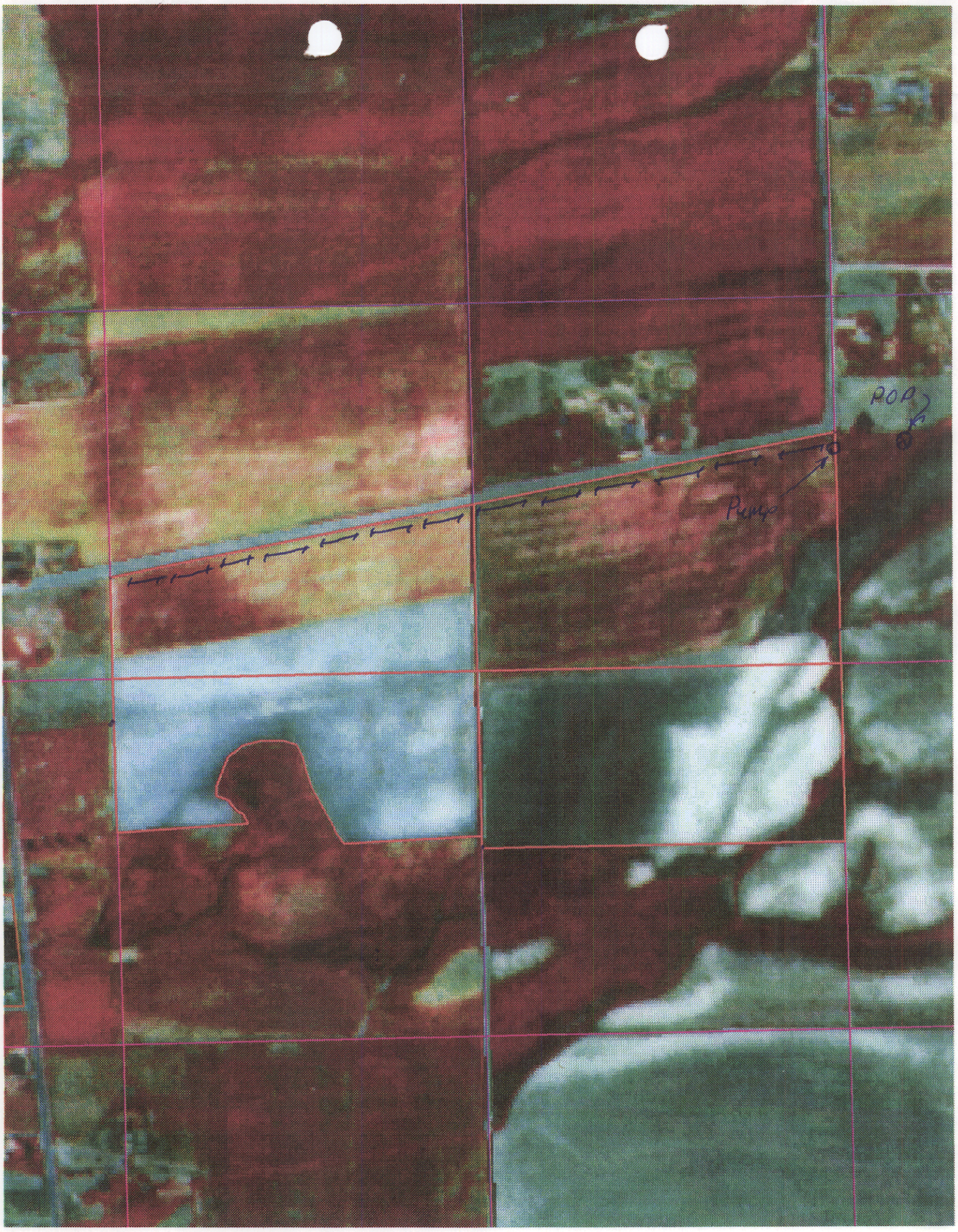


Irrigated Acres = 70

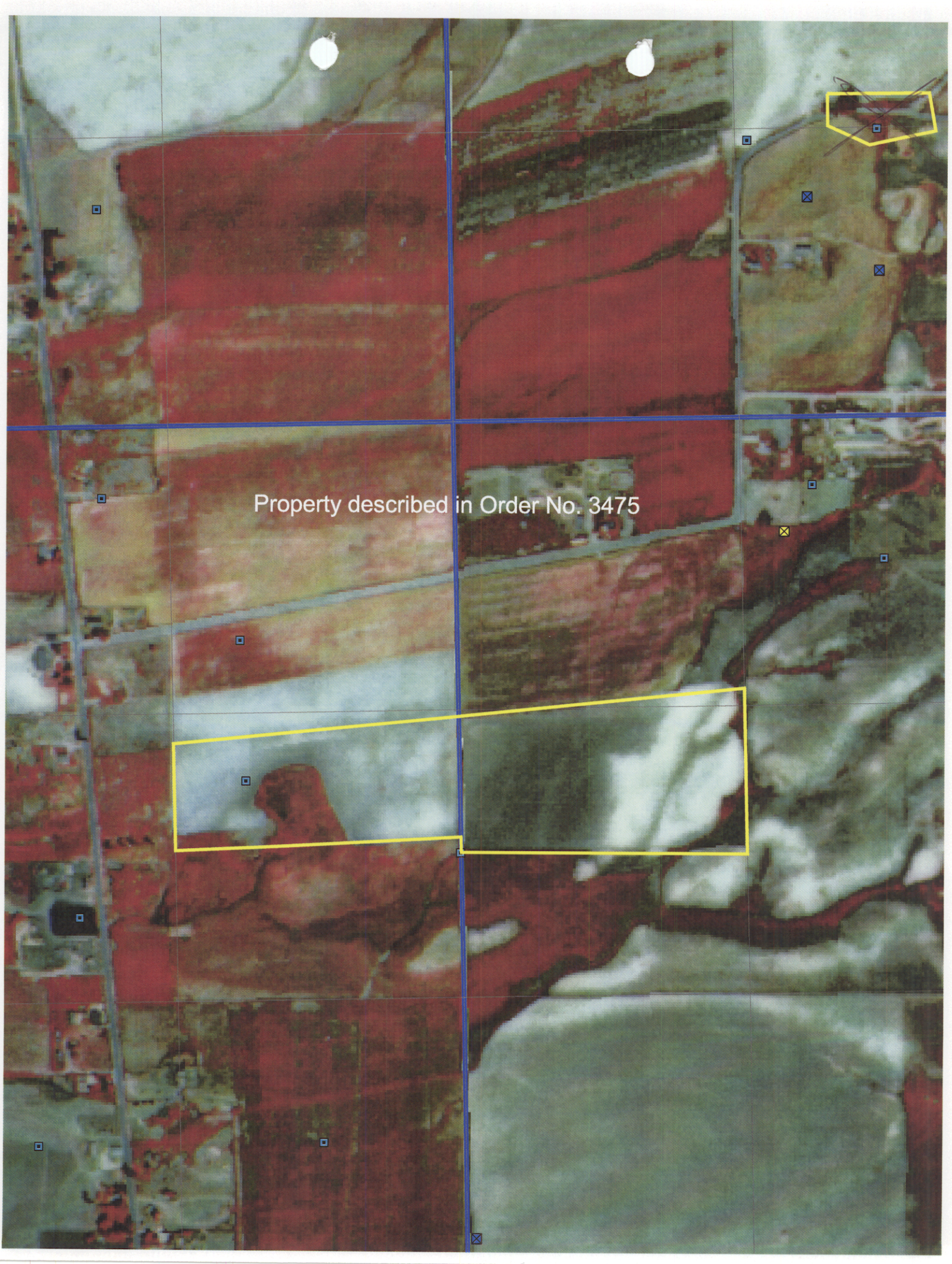
Place of use.shp
Diversion.shp
Sections
QQ

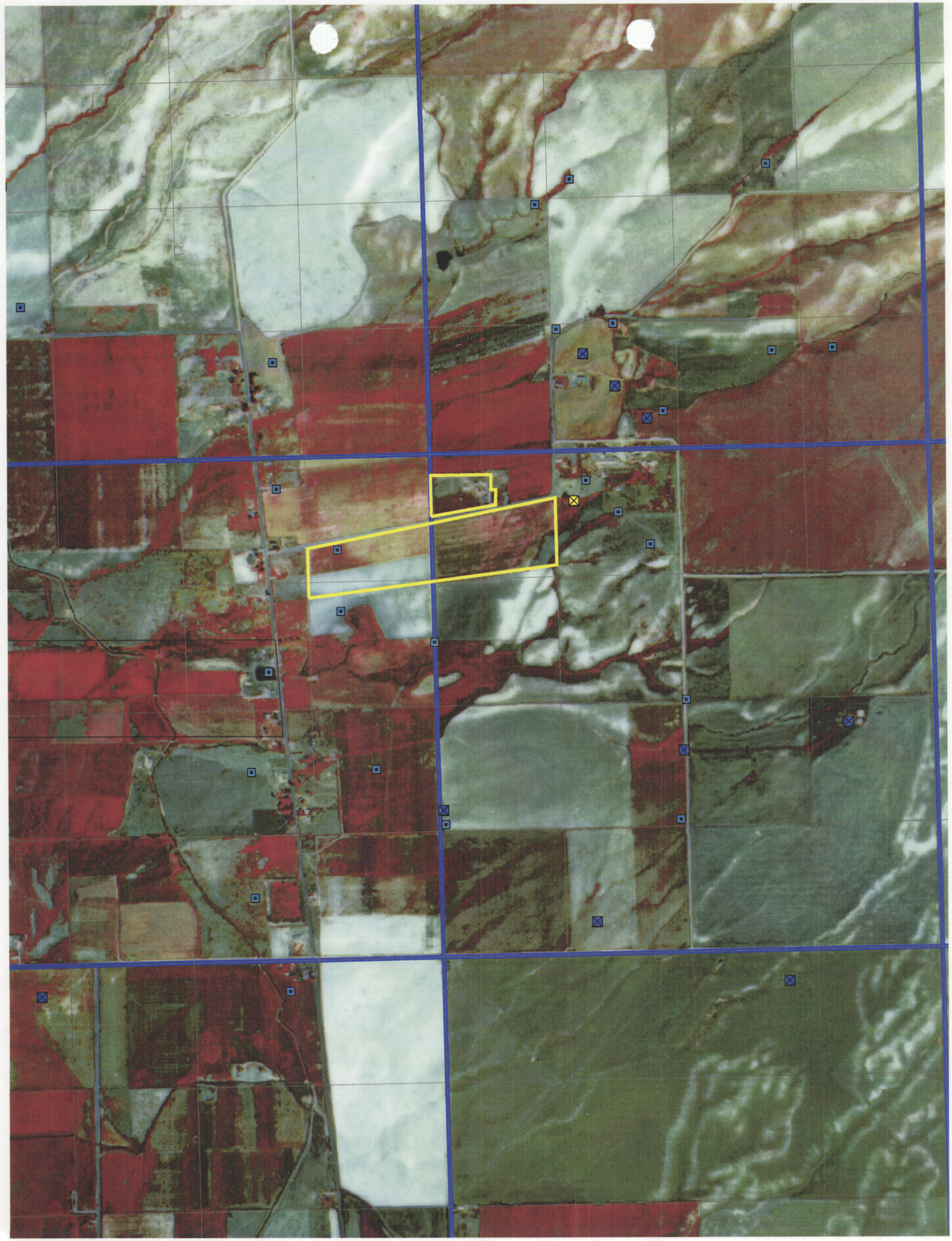
N
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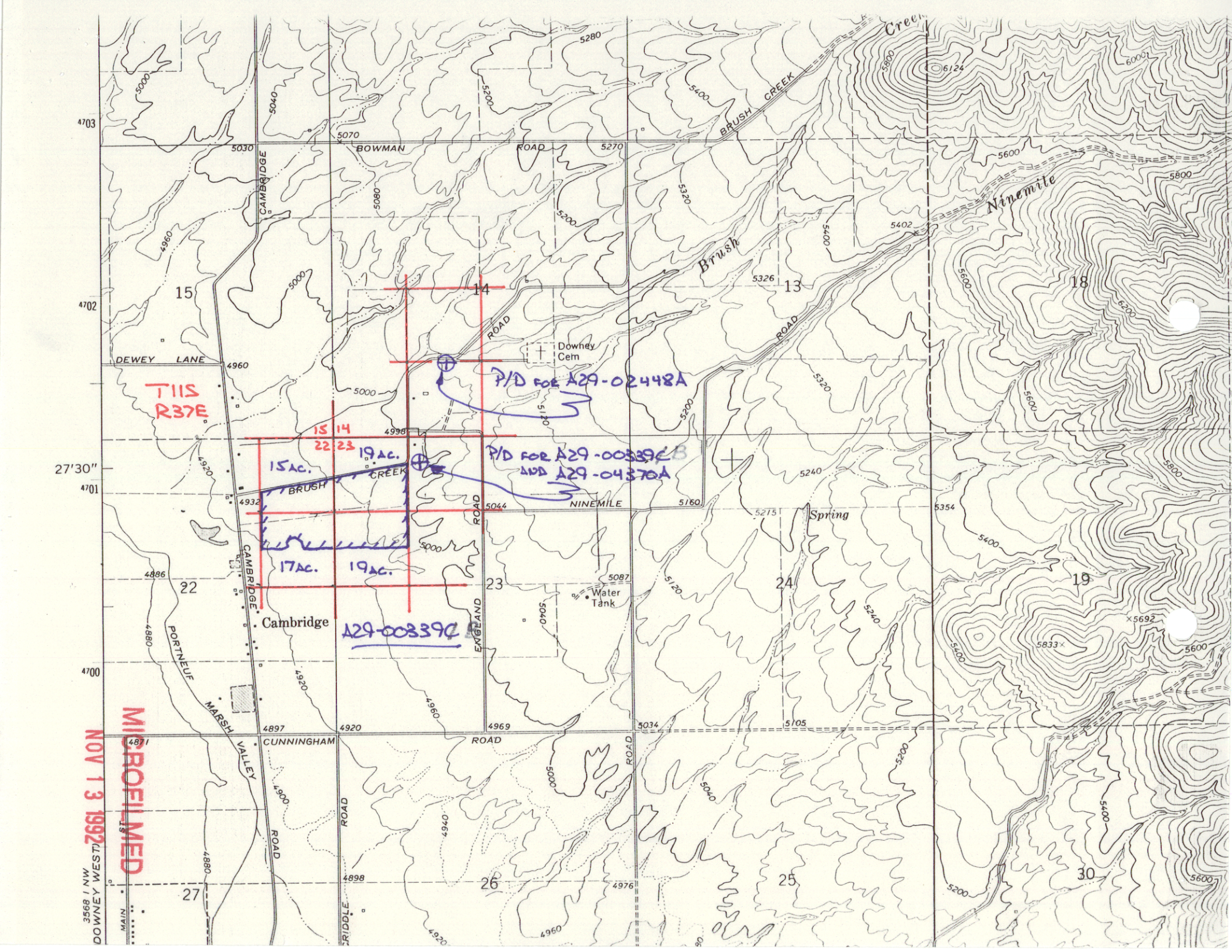
GIS Place of Use Illustration
1987/1988 NAPP Photography
Prepare by: E. Carlsen
Date: December 2002



29-00339C 29-04370A.


Property described in Order No. 3475




T11S
R37E
15
14
22
23
19 Ac.
15 Ac.
17 Ac.
19 Ac.
P/D FOR A29-02448A
P/D FOR A29-00339C
AND A29-04370A
A29-00339C
Cambridge
Downey Cem
Water Tank
Spring
BRUSH CREEK
Brush Creek
Ninemile
NINEMILE
BOWMAN ROAD
DEWEY LANE
CAMBRIDGE
ENGLAND
CUNNINGHAM ROAD
PORTNEUF MARSH VALLEY
MAIN
RIDDLE ROAD
27'30"
4703
4702
4701
4700
MICROFILMED
NOV 13 1992
3568 I NW
DOWNEY WEST

12/31/2002

IDAHO DEPARTMENT OF WATER RESOURCES

PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 29-339B

NAME AND ADDRESS: DENNIS OWEN THOMPSON
20757 S SIMPSON RD
DOWNEY ID 83234

SOURCE: BRUSH CREEK TRIBUTARY: SINKS

QUANTITY: 1.400 CFS

The amount of time water is diverted under the rights listed below is limited to a combined total of 64 hours out of a 204 hour rotation as provided for in the decree of C. B. Hancock v. Heber Bloxham (Fifth Judicial Dist. Ct., Bannock County, May 11, 1909). Combined rights: 29-339B and 29-11409

PRIORITY DATE: 05/01/1872

POINT OF DIVERSION:

T11S R37E S23 NWNENW Within BANNOCK County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	04/01 10/31	1.400 CFS
STOCKWATER	04/01 10/31	0.030 CFS

PLACE OF USE: IRRIGATION Within BANNOCK County

T11S R37E S22	NENE	15.0	T11S R37E S22	SENE	15.0
T11S R37E S23	NWNW	21.0	T11S R37E S23	SWNW	19.0

STOCKWATER same as IRRIGATION

70 ACRES TOTAL

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

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: Decreed

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 29-339B
Date Received: 8/16/2002
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

DENNIS OWEN THOMPSON Phone: (208)897-5768

20757 S SIMPSON RD
DOWNEY ID USA 83234

2. Date of Priority: 05/01/1872

3. Source: BRUSH CREEK Trib. to: SINKS

4. Point of Diversion:

Township	Range	Section	1/4	of 1/4	of 1/4	Lot	County	Type
11S	37E	23	NW	NE	NW		BANNOCK	

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	11/01	2.8	
STOCKWATER	01/01	12/31	0.03	

7. Total Quantity Appropriated is:
2.8 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres

11S	37E	22	NE	NE	IRRIGATION	15
			SE	NE	IRRIGATION	17
					Section Acres	32
11S	37E	23	NW	NW	IRRIGATION	19
			SW	NW	IRRIGATION	19
					Section Acres	38
					Total Acres	70

11. Place of use in counties: BANNOCK

12. Do you own the property listed above as place of use? Yes

13. Other Water Rights Used:

14. Remarks:

DECREE LISTED AMOUNT OF WATER AS "ALL THE WATERS FROM SAID BRUSH CREEK FOR 3 CONSECUTIVE DAYS" TO BE ALTERNATED WITH RIGHTS 29-00339A AND 29-00339C. . NO DIVERSION RATE WAS RECORDED IN THE ORIGINAL DECREE FOR THIS WATER RIGHT. FLOW RATE FOR THIS CLAIM HAS BEEN CALCULATED AS 0.02 CFS PER ACRE. SEE ATTACHED COPY OF HANCOCK AND BYBEE VERSUS ESTATE OF JOHN BLOXHAM, ET AL.

15. Basis of Claim: Decreed

16. Signature(s)

$120.00

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Renumbered 29-339B.
~~Ident. Number~~: ~~A29-00339C~~
Date Received: 3/01/1990
Receipt No: E013963
Received By: RDM

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: DENNIS OWEN THOMPSON 208-897-5768
   Address: 20757 S. SIMPSON RD.
   DOWNEY, ID 83234

A2900339C

2. Date of Priority: MAY 01, 1872

3. Source: BRUSH CREEK Trib. to: SINKS

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
11S	37E	23	NW NE NW		BANNOCK

5. Description of diverting works:
   PIE IN CREEK TO PUMP TO SPRINKLER SYSTEM FOR IRRIGATION.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	1.400		
STOCKWATER	01/01	12/31	0.030		

7. Total Quantity Appropriated is:
   1.400 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 175.0 Acre Feet Per Annum.

9. Non-irrigation uses:
   S/100 RANGE CATTLE.

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
11S	37E	22	NE NE		IRR	15.0
			SE NE		IRR	17.0
				Section Acres		32.0

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NOV 13 1992

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4		Lot	Use	Acres
11S	37E	23	NW	NW		IRR	19.0
			SW	NW		IRR	19.0
						Section Acres	38.0
						Total Acres	70.0

11. Place of use in counties: BANNOCK

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
A29-02448A, A29-04370

14. Remarks:
AS PER TRANS. 284.
AMT. LISTED AS "ALL THE WATERS FOR 2 1/2 CONSECUTIVE DAYS". NO DIVERSION RATE WAS RECORDED IN THE ORIGINAL DECREE FOR THIS WATER RIGHT. FLOW RATE FOR THIS CLAIM HAS BEEN CALCULATED AS 0.02 CFS PER ACRE. DECREE LISTED AMOUNT OF WATER AS "ALL THE WATERS OF SAID BRUSH CREEK FOR A PERIOD OF TWO AND ONE HALF CONSECUTIVE DAYS" TO BE ALTERNATED WITH RIGHTS 29-00339A AND 29-00339B. SEE ATTACHED COPY OF HANCOCK AND BYBEE VERSUS ESTATE OF JOHN BLOXHAM, ET AL.

15. Basis of Claim: DECREED
Case Number:
Court :
Decree date:

C.B. HANCOCK & J.J. BYBEE
Decree Plaintiff

vs

ESTATE OF JOHN BLOXHAM.
Decree Defendant

MICROFILMED
NOV 13 1992

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do ____ do not ____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): Dennis O. Thayson Date: 5/1/90

_____ Date: _____

State of Idaho)
) SS.
County of BONNEVILLE)

Subscribed and sworn (or affirmed) before me this 1 day of MAY 19 90

_____
Notary Public

Seal

Residing at IDAHO FALLS

My Commission Expires 9-12-94

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NOV 13 1992

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Renumbered 29-339B.
~~Ident. Number: A29-00339C~~
Date Received: 5/ 1/1990
Receipt No: E013963
Received By: _____

AMENDED **NOTICE OF CLAIM TO A WATER RIGHT ACQUIRED UNDER STATE LAW** **AMENDED**

1. Name: DENNIS OWEN THOMPSON 208-897-5768
   Address: 20757 S SIMPSON RD
   DOWNEY ID 83234

2. Date of Priority: MAY 1, 1872

3. Source: BRUSH CREEK Trib. to: SINKS

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
11S	37E	23	NW NE NW		BANNOCK

5. Description of diverting works:
   PIE IN CREEK TO PUMP TO SPRINKLER SYSTEM FOR IRRIGATION.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	2.800		
STOCKWATER	01/01	12/31	0.030		

7. Total Quantity Appropriated is:
   2.800 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 175.0 Acre Feet Per Annum.

9. Non-irrigation uses:
   S/100 RANGE CATTLE.

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
11S	37E	22	NE NE		IRR	15.0
			SE NE		IRR	17.0

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NOV 13 1996

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
				Section Acres		32.0
		23	NW	NW	IRR	19.0
			SW	NW	IRR	19.0
				Section Acres		38.0
				Total Acres		70.0

11. Place of use in counties: BANNOCK

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
A29-02448A, A29-04370

14. Remarks:
AS PER TRANS. 284.
AMT. LISTED AS "ALL THE WATERS FOR 3 CONSECUTIVE DAYS".
NO DIVERSION RATE WAS RECORDED IN THE ORIGINAL DECREE FOR THIS WATER RIGHT. FLOW RATE FOR THIS CLAIM HAS BEEN CALCULATED AS 0.02 CFS PER ACRE. DECREE LISTED AMOUNT OF WATER AS "ALL THE WATERS OF SAID BRUSH CREEK FOR A PERIOD OF TWO AND ONE HALF CONSECUTIVE DAYS" TO BE ALTERNATED WITH RIGHTS 29-00339A AND 29-00339B. SEE ATTACHED COPY OF HANCOCK AND BYBEE VERSUS ESTATE OF JOHN BLOXHAM, ET AL.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

C.B. HANCOCK & J.J. BYBEE — Decree Plaintiff
vs
ESTATE OF JOHN BLOXHAM. — Decree Defendant

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do ____ do not ____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

MICROFILMED
NOV 13 1996

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): Dennis O. Thompson Date: 1/24/95

_____ Date: _____

State of Idaho)
) SS.
County of Bonneville)

Subscribed and sworn (or affirmed) before me this 24 day of Jan 19 95

Notary Public

Seal

Residing at Heise, Id

My Commission Expires 2/26/96

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NOV 13 1996

02/18/2003 Ernie

NOTICE OF ERROR
REPLY

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your
recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: April 21, 2003

Water right number: 29-339B

DENNIS OWEN THOMPSON
20757 S SIMPSON RD
DOWNEY ID 83234
Telephone Number: (208)897-5768

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):
Quantity: There should be 72 hours in rotation, not 64 hours.
*(see Note below)

2. Describe the changes you wish to make in the proposed recommendation:
Change hours in rotation to 72 hours.

3. Give a brief explanation as to why you disagree with these portions:
I have always used 72 hours in rotation.

____ **I AGREE with this proposed recommendation: no changes need to be made.**

DATE: 4/17/03 **SIGNATURE:** Dennis O. Thompson

Please print your name: Dennis O. Thompson

IDWR Regional Office, 900 N Skyline Dr Ste A, Idaho Falls, ID 83402, 2085257161

* The hours of rotation of LaMar Barnes under No. 29-339D are excessive and incorrect. Other hours of rotation on Bush need to be ~~rev~~ reviewed.

RECEIVED
APR 24 2003
Department of Water Resources
Eastern Region

RESOLUTION

RESOLVED, that Robert L. Wilding, the President of Wilding Ranches, Inc., an Idaho Corporation, is hereby authorized to execute, on behalf of the Corporation, all documents necessary to sell for $_____, cash and convey by Warranty Deed to Dennis Owen Thompson and Patricia Jane Thompson all the corporation's right, fee simple title in the following described property to wit:

REAL PROPERTY:

PARCEL 1:

Township 11 South, Range 37 East, Boise Meridian, BANNOCK COUNTY, IDAHO,

Section 22: Beginning at a point 162 feet South of the Southwest corner of the Northeast 1/4 Northeast 1/4 of Section 22; thence North 521 feet; thence North 80°16' East, 2277.6 feet; thence North 80°48' East, 402.1 feet, more or less to the West 1/16 line of Section 23; thence Southerly along said West 1/16 line 697 feet; thence South 84°00' West, 2660.5 feet to the POINT OF BEGINNING.

Together with all water, water rights and ditches appurtenant to the above described real property including but not limited to:

a). An undivided third (1/3) of all water flowing into Brush Creek from a free flowing well which right was reserved to Grantor, or its predecessors, in that certain Warranty Deed recorded as Instrument No 750790 in Book 425 of the official records of Bannock County, Idaho and which is evidenced by Licence 29-02448 of the Idaho Department of Water Resources; and

b). all water of Brush Creek appurtenant to said real property except eight (8) hours per irrigation turn which was conveyed to adjacent real property by Warranty Deed No. 750791 in Book 425 of the official records of Bannock County, Idaho and which is evidenced by Licence Numbers A29-00339C and A29-04370A.

8 hours to Henderson.

PARCEL 2:

A 5.60 Acre tract in the NW1/4NW1/4 of Section 23, T11S, R37E, B.M., Bannock County, Idaho, to-wit:

Beginning at the intersection of the Northerly Right of Way fence of the Brush Creek Road and the West line of Section 23, T11S, R37E, B.M., said point being S 0°01'50"E 679.16 ft from the Northwest Corner of said Section 23; thence N 80°16'E 676.16 ft along said fence; thence North 164.77 ft; thence S 87°57'55" W 47.15 ft; thence N 0°07'36" W 158.69 ft; thence S 89°38'02" W. 619.20 ft to the West line of said Section 23; thence S 0°01'50" E 432.14 ft to the Point of Beginning.

Together with all water, water rights, ditches and buried pipelines appurtenant to the real property above described in Parcel 2 including the right to the continuous flow of .030 C.F.S. of water flowing to said real property through a pipeline from an unnamed spring which arises in the SE1/4 of the NE1/4 of of the NW1/4 of Section 23, Township 11 South, Range 37 E.B.M.;

29-10393

Together with a 30'by 60' machine storage Quonset on cement foundation, mangers on cement pad, a cinderblock building and two wood graineries.

Together with all appurtenances, improvements and the rents, issues and profits thereof including all oil, petroleum, gas, coal, hydrocarbon substances, phosphate and all other minerals of every kind and character in or under the real property above described in Parcels 1 and 2.

Subject to:

all taxes and assessments, levied or assessed in 1990 and all subsequent years; and

all rights of way, easements, covenants, reservations and restrictions of record against both parcels the real property above described.

PERSONAL PROPERTY:

The sprinkling system situate upon the above described real property which includes:

Two (2) quarter (1/4) mile lines of used four (4) inch sprinkler pipe.

One (1) used Gorman-Rupp 30 horsepower irrigation pump.

One-half (1/2) mile of portable used six (6) and eight (8) inch mainline.

CERTIFICATE

I, the undersigned Secretary of Wilding Ranches, Inc., an Idaho Corporation, do hereby certify that the above Resolution is full, true, and correct copy of a Resolution duly adopted by the Board of Directors of the Corporation at a meeting of said board, duly called and held on the ____ day of _____, 19__, and at which a quorum of said board was present on the date stated therein, and that said Resolution is duly entered upon the minute book of the corporation, and that it is in full force and effect at this date.

DATED This _____ day of _____, 1990.

_____
Secretary

Also beginning at a point 162 feet South of Northeast corner of Southwest quarter of Northeast quarter of Section 22, Township 11 South of Range 37 East of Boise Meridian ~~in Idaho~~, run thence North 84° East 1330.2 feet to a point 23 feet South of Northeast corner of Southeast quarter of Northeast quarter of Section 22, Township 11 South of Range 37 East of Boise Meridian, run thence South 577 feet, thence South 86°17' West, 1326.8 feet, thence North 524 feet to point of beginning, ~~containing 16.57 acres~~;
Also, beginning at a point 23 feet South of Northwest corner of Southwest quarter of Northwest quarter of Section 23, Township 11 South of Range 37 East of Boise Meridian ~~in Idaho~~, run thence North 84° East 1330.3 feet to point 116 feet North of Northeast corner of Southwest quarter of Northwest quarter of Section 23, Township 11 South of Range 37 East of Boise Meridian, ~~in Idaho~~, run thence South 779.4 feet, thence West 1324.3 feet, run thence North 639.4 feet to place of beginning, ~~containing 21.52 acres~~;

Also any and all water, water rights, privileges or franchises belonging to or with said lands, or any part or parcel thereof for irrigation of same, or for domestic or culinary purposes thereon, and all dams, ditches, flumes, reservoirs, aqueducts or other works used for diversion, storage or distribution of said waters, or in conveying same to, upon or over said lands, or any part or parcel thereof, and particularly right to use of waters of Brush Creek described as right to use of waters of said stream for period of 24 hours out of every eight and one half days.

This Deed is given and accepted subject to one certain mortgage herein to Federal Land Bank of Spokane, said loan No. is 394051 in the sum of $1,908.44, recorded in Bannock County, State of Idaho, which the grantees herein assume and agree to pay.

The grantees herein assume and agree to pay all the 1949 taxes and water assessments.

$16.50 I. R. S. attached and cancelled.

Covenants of quiet and peaceable possession and general warranty.

One Witness

William J. Bennett (Seal)
Nevada D. Bennett (Seal)

MICROFILMED
NOV 13 1992

State of Idaho
DEPARTMENT OF WATER RESOURCES
150 Shoup Ave., Suite 15, Idaho Falls, Idaho 83402 - (208) 525-7161

EASTERN REGION

5-1-90 395.00

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

March 1, 1990

Dennis O. Thompson
20757 South Simpson Road
Downey, Idaho 83234

RE: Notices of Claim to a Water Right

Dear Mr. Thompson,

Enclosed you will find two sets of copies of the Notices of Claim to a Water Right that you and I worked on during your visit to this office, Wednesday, February 28, 1990. One set has been marked 'State Copies' and the other has been marked 'Personal Copies'.

Please check over each copy for any errors that may have been made. Then sign each of the 'State Copies' in front of a notary and return them to this office with your payment of **$345.00.**

Please remember that the filing deadline for your area of Bannock County is May 1, 1990. Be sure to return your notarized 'State Copies' with your payment before then to avoid any late fees. The 'Personal Copies' are for your records.

The fees have been calculated as follows:

Claim	Fee
A29-00339C (70 acres)	$ 120.00
A29-02448A (overlaps A29-00339C)	50.00
A29-04370A (overlaps A29-00339C)	50.00
A29-04145 (50 acres)	100.00
A29-10393 (Stockwater)	25.00
Total ===>	$ 345.00

Also filed A 29-10509 $25.00
A 29-10510 $25.00

If you have any questions, feel free to give me a call at this office. The phone number is 525-7161.

Sincerely,

Paul R. Meyer
WR Agent, Senior

enc.

MICROFILMED
NOV 13 1992

THIS INDENTURE, Made the 16th day of April
in the year of our Lord one thousand nine hundred twenty-six between
J. H. Byington Jr. and Viola Byington, husband and wife,
of Lava Hot Springs, County of Bannock, State of Idaho, parties
of the first part, and Heber J. Wilding
of Downey, County of Bannock, State of Idaho,
the party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of * Nineteen Hundred and no/100 * * DOLLARS lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the following described real estate situated in Bannock County, State of Idaho, to-wit:

Commencing at the northwest corner of the northeast quarter of the northwest quarter ($NE\frac{1}{4}$ $NW\frac{1}{4}$) of Section 23 in Township 11 south of Range 37 E. B. M., thence running south along said quarter line approximately 842 feet to the southeast corner of a tract of land belonging to Arthur Nelson as shown by recorded deed, this being the point of beginning, continuing thence south along said quarter line a distance of 367 feet, more or less, thende south 84 degrees west 1650 feet, thence north 592 feet, more or less, thence north 80 degrees 16' East 1254 feet, thence south 330 feet, thence east 396 feet to the place of beginning, containing approximately $21\frac{1}{2}$ acres; together with a water right consisting of 10 hours use of Brush Creek and 14 hours use of Brush Creek Springs out of every eight and one-half days, said water right being a part of the original decreed right to the John Bloxham estate; (29-339B)

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the revisions, and reversions, remainder remainders rent, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of said parties of the first part.

TO HAVE AND TO HOLD all and singular the above mentioned and described premises together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises in a quiet and peaceable possession of the said party of the second part, his heir, and assigns against the said parties of the first part and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

J. T. Sims

J. H. Byington Jr. (SEAL)

Viola Byington (SEAL)

(SEAL)

(SEAL)

Quit Claim Deed

127201

FROM

James R. Lake et ux.

TO

Heber J. Wilding

POOR ORIGINA

STATE OF Idaho } ss.
Bannock County }

Entered in Numerical Index and filed for record in the Clerk's office of said County the 5 *day of* Nov, *192*6, *at the hour of* 10 *o'clock and* 02 *minutes* P. *M., and duly recorded in book* 55 *of deeds on page* 419

Deputy.

County Clerk.

Return to Barney St. Burns

Water Rights

STATE OF Idaho } ss.
Bannock County }

On this 15th *day of* May, *A. D.* 192.6, *before me, the undersigned* P. Sievers, *a Notary Public, duly commissioned and qualified for and residing in said county, personally came* James R. Lake and Nora Lake, h. band and wife.

to me known to be the identical person s *whose name* s *are affixed to the foregoing instrument as grantor* s *and acknowledged the same to be* their *voluntary act and deed.*

Witness my hand and Notarial Seal the day and year last above written.

Notary Public.

My commission expires the 1st *day of* February, 1929

78.—QUIT CLAIM DEED — The [illegible]an General Supply House, Lincoln, Neb.

THIS INDENTURE, Made this 15th day of May in the year one thousand nine hundred and twenty-six between James R. Lake and Nora Lake, husband and wife, of Downey, Bannock County, Idaho, the parties

of the first part, and Heber J. Wilding, of Downey, Bannock County, Idaho, the party of the second part,

~~of the second part.~~

WITNESSETH, that the said parties of the first part, in consideration of the sum of One DOLLARS to them duly paid, the receipt whereof is hereby acknowledged, have remised, released and quit-claimed, and by these presents do, for themselves, heirs, executors and administrators, remise, release and forever quit-claim and convey unto the said party of second part, and to his heirs and assigns forever, all their right, title, interest, estate, claim and demand, both at law and in equity, of, in and to all their undivided interest in the waters of Brush Creek, being ten hours' use every eight and one-half days of all the waters of Brush Creek, and of the springs known as the Kingsford Springs, said water being appurtenant to a portion of the northeast quarter of the northeast quarter (NE¼ NE¼) of Section 22 in Township 11 South of Range 37 East of the Boise Meridian; said water right being a part of the original decreed right to the John Bloxham estate; (29-3398).

Together with all and singular the hereditaments thereunto belonging.

TO HAVE AND TO HOLD the above described premises unto the said Heber J. Wilding, his heirs and assigns; so that neither James R. nor Nora Lake the said grantors, or any person in their name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

In WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year above written.

Signed, sealed and delivered in presence of

J. F. Sims

James R. Lake

Nora Lake

STATE OF IDAHO
County of Bannock } ss.

On this 1st day of August in the year 1926
before me J. F. Sievers, a Notary Public
in and for said county, personally appeared J. H. Byington Jr. and Viola Byington,
husband and wife,

known to me to be the person s whose name s are subscribed to the within 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.

J. F. Sievers
Downey, Idaho

Instrument No. 127200

Warranty Deed

J. H. Byington and
Viola Byington

TO

Heber J. Wilding

April 16, 1926

STATE OF IDAHO
County of Bannock (ss.
I hereby certify that this instrument was filed for record at the request of Downey at 10-0/16 clock A. M., this 5 day of Nov 1926 in my office and duly recorded in book 57 Deeds of deeds, page 478

R. O. Raney
Exofficio Recorder.
By Rose Gilbert Deputy
Fee, 1 00

INDEXED

South of Road.

TOWNSHIP 11 SOUTH, RANGE 37 E.B.M., BANNOCK COUNTY, IDAHO,

SECTION 22: BEGINNING AT A POINT 162 FEET SOUTH OF THE SOUTHWEST CORNER OF THE NE¼NE¼ OF SECTION 22; THENCE NORTH 521 FEET, THENCE NORTH 80°16' EAST, 2277.6 FEET; THENCE NORTH 80°48' EAST, 402.1 FEET, MORE OR LESS, TO THE WEST 1/16 LINE OF SECTION 23; THENCE SOUTHERLY ALONG SAID WEST 1/16 LINE 697 FEET; THENCE SOUTH 84°00' WEST, 2660.5 FEET TO THE POINT OF BEGINNING.

DO NOT FILM

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COUNTY

STATE

SCALE: 1" = 1"= 660'

PLATTED BY | VERIFIED BY

TITLE REPORT DESCRIPTION
VERIFIED BY

S Township 10 South

Range 37 East

BANNOCK Co. Ida.

Co. Dist

Scale 1"=660'

Township 11 South

Range 37 East

BANNOCK Co. Ida.

From Yago Creek

OUT

TRACT I

WELL

TRACT III
3½ mi.

15 14

22 23

OUT

CO. GRAVEL

MAINLINE

CO. RD.

DOWNEY
1½ mi

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(with Earnest Money Provision)

THIS CONTRACT CONTROLS THE TERMS OF SALE OF THE PROPERTY. READ CAREFULLY BEFORE SIGNING: IF ANY QUESTION, CONSULT YOUR ATTORNEY.

Preston, Idaho February 15, 1990

Dennis O. Thompson and Patricia Thompson, husband and wife (hereinafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises" located in Cambridge, County of Bannock, State of Idaho, commonly known as Wilding Ranches Feedlot & Property South of Road. Containing approx 45 A legally described as: 11 South 37 EBM Portion of Sections 22 & 23 fully described as per Attachment "A".

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

1. TOTAL PURCHASE PRICE IS Thirty-Nine Thousand One Hundred Dollars and No/100 ---------- DOLLARS ($ 39,100.00 -------) payable as follows:

A. Earnest Money.
(a) Buyer hereby deposits and a receipt is hereby acknowledged of -0- Dollars ($ -0-) evidenced by: ☐ Cash, ☐ Personal Check, ☐ Cashiers Check, ☐ Note Due, or -0- paid or delivered as earnest money in part payment of the purchase price for the premises.
(b) Earnest Money to be deposited in trust account upon acceptance by all parties.
(c) All Earnest Money shall be held by N/A for the benefit of the parties hereto, and N/A (Broker) shall hold the completely executed broker's copy of this agreement.

B. Balance of purchase price to be paid as follows: $39,100.00 cash upon closing.

2. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of February 15, 1990. If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

3. Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. Any liens, encumbrances or defects which are to be discharged or assumed by Buyer or to which title is taken subject to (not otherwise set forth above) are: None

4. The Seller shall, within a reasonable time after closing, furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises from a title insurance company showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a preliminary report or commitment made by a title insurance company showing the condition of the title to said premises. The parties agree that N/A Title Company shall provide said title policy and preliminary report or commitment. It is agreed that if the title to said premises is not marketable, or cannot be made so within thirty (30) days after notice containing a written statement of defects is delivered or mailed to the Seller, or if the Seller, having approved said sale fails to consummate the same as herein agreed, such failure shall constitute a default and the Earnest Money shall be returned to the Buyer and Seller shall pay for the cost of title insurance, escrow and legal fees, if any. Buyer's acceptance of the Earnest Money does not constitute a waiver of other remedies available.

5. It is hereby agreed that the "closing agent" for this agreement shall be ~~LaMont Jones (Attorney for the Buyer)~~ is the broker responsible for the closing. Where not otherwise provided by law, the parties shall each pay one-half of said closing agent's fees. The closing date shall be on or before 3-30-90

6. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale.

7. Seller shall deliver possession to Buyer on or before upon closing, and taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on liens, loans or obligations assumed or taken subject to, and utilities shall be prorated as of except as follows: Buyer to pay 1990 taxes & assessments, Seller to pay all taxes & assessments for prior years
Buyer shall pay for fuel in fuel tank, the amount to be determined by the supplier at Seller's expense.

8. The parties agree that this agreement contains the following additional terms and conditions: Subjec to Farm Credit Services ~~approval of Buyer's Credit to purchase said property.~~

9. The following items of property now on the premises are specifically excluded from the sale: Stock panels located near barn.

The following items of personal property are specifically included in the sale: ~~1/2 mile of 8"x6" aluminum mainline, Two (2) 1/4 mile 4" handlines, Corman Rupp Pump with 30 HP Electric Motor and all misc. items~~ necessary for the operation.

10. IMPORTANT: THE REVERSE OF THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS WHICH ALSO CONSTITUTE PART OF THE AGREEMENT. Each of the parties acknowledges reading this agreement in full.

Listing Agency:

Dennis O. Thompson
BUYER Dennis O. Thompson

BUYER

Selling Agency:

By N/A
Buyer's Address

Buyer's Phone

On this date, February 15, 1990, I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller, and the undersigned Seller further agrees to pay a commission of N/A % of selling price or N/A DOLLARS ($ N/A) to the above named broker(s) for services. I/We further acknowledge receipt of a true copy of this agreement with the complete legal description of the premises inserted and signed by both parties.

Robert L. Wilding
SELLER Wilding Ranches Inc. By Robert Wilding
SELLER Wilding Ranches Inc.,

Seller's Address

Seller's Phone

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this 15th day of February, 19 90

Dennis O. Thompson
BUYER Dennis O. Thompson

BUYER

STATE OF IDAHO)
: ss
County of Franklin)

On this 15th day of February, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared Dennis O. Thompson and Robert Wilding known to me to be the person(s) who signed the foregoing instrument as Seller and acknowledged to me that he/she/they executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

BUYER'S COPY—with Seller's Acceptance

Notary Public for Idaho

Residing at

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JUL 13 1959
Department of Reclamation

29 B
29 B 1
Vol 6 Page 11
File 77A-721
Buck Creek

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR BANNOCK COUNTY

C. B. Hancock and J. J. Bybee,
Plaintiffs,

VS.

Heber Bloxham and T. J. Bloxham, as executors of the estate of John Bloxham, deceased, and W. H. Coffin and Fred Aldous,
Defendants.

Amended Copy

J U D G M E N T

This cause came on regularly for trial on the 29th day of April, 1909. the same being the adjourned term of the regular March, 1909, term of the above entitled Court, the Honorable Edward A. Walters, Judge of the District Court of the Fourth Judicial District of the State of Idaho, sitting as judge of the above entitled court by request of the Hon. Alfred Budge, the Judge of the said above entitled Court.

Messrs. Gray & Boyd appeared as attorneys for the plaintiffs, and Messrs. Standrod and Terrell, appeared as attorneys on behalf of the defendants and cross complainants.

The Court proceeded to the hearing of the said cause upon the complaint of the plaintiffs and the answer and the amended cross complaint of the defendants. Witnesses were called and testified for and on behalf of the plaintiffs, and the plaintiffs testimony closed, whereupon witnesses were called on behalf of the defendants and cross complainants and documentary evidence having been introduced on their behalf, the testimony of said defendants and cross complainants closed; whereupon rebuttal testimony was offered and submitted on behalf of the plaintiffs, and the testimony on behalf of all the parties to the action closed, and the cause was finally submitted to the Court. And the Court having duly considered all the testimony and the law and being fully advised in the premises, and having made its findings of fact and conclusions of law and ordered that Judgment be entered accordingly;

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It is therefor ordered, adjudged and decreed that the plaintiffs take noting by reason of their complaint herein, and that said complaint be dismissed absolutely;

29-0339 That the defendants be, and they are entitled to the use at all times, of all the waters of Brush Creek, a stream situated near Downey, in Bannock County, State of Idaho, for the purpose of irrigation and for domestic and stock purposes, their right to the use of the same to be of the same priority and of equal dignity and to date from the first day of May 1872.

That the said waters of said Brush Creek shall be used by the said 29-0339A defendants as follows: The said W. H. Coffin to use all of said waters of said Brush Creek for a period of three consecutive days; the said 29-0339B Heber Bloxham and T. H. Bloxham as executors of the estate of John Bloxham (the said right to belong to the estate of said John Bloxham) to use all the waters of said Brush Creek for a period of three consecutive days; 29-0339C and the said Fred Aldous to use all the waters of said Brush Creek for a Trans. → 274 period of two and one half consecutive days, the same to be used alternately by the said parties;

That the said waters belonging to the said defendant, W. H. Coffin, and to be used by him, as aforesaid, shall become appurtnant to the following described lands:

The Easthalf of the Northeast quarter of Section 27, in township 11, South of Range 37, East of Boise Meridian; Also the east half of the southeast quarter of Section 22, in Township 11, South of Range 37, east of Boise Meridian, except 4.3 acres commencing at the southwest corner of the Northeast quarter of the southeast quarter of Section 22, thence East 18 rods, thence North 39 rods, thence west 17 rods, thence south 39 rods to the place of beginning, heretofore conveyed by W. H. Coffin to John D. Kent;

Also commencing at the Southeast corner of the Northeast quarter of Section 22, in township 11, South of Range 37, East of Boise Meridian, running thence west 1322 feet, thence North 40 rods, thence east 80 rods, thence south 40 rods to the place of beginning containing 21 acres;

Also commencing at the northwest corner of the northeast quarter of

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the southeast quarter of Section 22, in Township 11, South of Range 37, East of Boise Meridian, running thence West 18 rods, thence South 4°30' east 41 rods, thence East 17 rods, thence north 41 rods, to the place of beginning, containing 4.5. acres.

All of said lands being situated in Bannock County, State of Idaho.

That the said waters belonging to the said defendant, Fred Aldous, Tr. 284 and to be used by him as aforesaid, shall become appurtenant to the following described lands:

Commencing at the southeast corner of the northeast quarter of section 22, in Township 11 South of Range 37, East of Boise Meridian, running thence South 78°17' West 1658.5 feet to the place of beginning, thence west 4949 feet, thence north 1020.8 feet, thence east 4868.4 feet, thence south 4°32' East 1024 feet to the place of beginning, containing 53.2 ? acres; Also commencing at the northwest corner of the northeast quarter of the southeast quarter of Section 22, in township 11, South of Range 37, East of Boise Meridian, running thence West 267 feet, thence north 4° 32' west 646 feet, thence east 303 feet thence south 40 rods to the place of beginning, containing 4.2 acres.

All of said lands being situated in Bannock County, State of Idaho. That the said waters belonging to the said defendants Heber Bloxham and T. J. Bloxham, as executors of the estate of John Bloxham, deceased, and to be used by them as aforesaid, shall become appurtenant to the followin described lands:

Commencing at the southeast corner of the northeast quarter of sectio 22, township 11 South of Range 37, East of Boise Meridian, running thence North 68°27' west 1742 feet to the place of beginning; thence North 4°30' West 986.5 feet; thence North 80°8' East 3153 feet; thence south 00°42' east 1465 feet; thence south 85° 19' West 1409 feet; thence South 90° 00' West 1598 feet to the place of beginning containing 85.7 acres situated in Section 22, Township 11, South of Range 37 East of Boise Meridian, in Bannock County, State of Idaho. "B"

That the said plaintiffs, C. B. Hancock and J. J. Bybee, and each of them, and each of their agents, attorneys, counsellors and servants be, and they are hereby perpetually and forever enjoined from using any of

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waters of the
the said Brush Creek, or interferring in any manner with the use thereof by the said defendants, and from in any wise interfering with the dams or ditches used by said defendants in the diversion or conveyance of the said waters from the said Brush Creek to and upon the lands of the said defendants, or either of their said lands.

It is further ordered adjudged and decreed that each of the parties to this action pay the costs therein incurred by him respectively.

Done in open Court this the 11th day of MAY, 1909.

Edward A. Walters,
Presiding District Judge.

Dated this 10th July 59

By ..... Deputy

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