

Carter,

This property appears to have claim/rec
37-177J and 37-177K appurtenant to it.

However, originally 37-177K was just appurtenant to
this property (see T# 2861). ~~For this reason~~ I
was not sure how you wanted to handle this in
your recommendations (split 37-177J and 37-177K) or
reconfigure recommendations to just make 37-177K ^{appurtenant}
to this ^{property}.

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

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

RECEIVED

OCT 22 2004

Department of Water Resources
Southern Region

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
37-172K					

RECEIVED
OCT 27 2004
DEPARTMENT OF
WATER RESOURCES

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

- ☒ A. The appropriate **FILING FEE**. See instructions for fee amounts.
- ☒ B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).
 OR
 If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

- ☒ 3. Name and Address of Former Owner/Claimant(s) ERNEST A BRYANT III
P.O. Box 669, SHOSHONE, ID 83352
- ☒ 4. New Owner/Claimant(s) John or Lennie Uhrig
 Name Connector (Check one): [] and, [] or, [] and/or
- New Mailing Address P.O. Box 732
- City, State and ZIP Code Shoshone Id 83352
- New Telephone Number 208, 886 - 2761
- ☒ 5. Date you acquired the property April 16 - 2004

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

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

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

7. Signature of New Owner(s) or Claimant(s) John Uhlig
(include title if applicable)

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

For Office Use Only

Received by _____ Date _____ Fee _____
 Receipted by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

Order No. L040018

WARRANTY DEED

For Value Received

ERNEST A. BRYANT, III, a married man as his sole and separate property

the grantor(s), do(es) hereby grant, bargain, sell, and convey unto

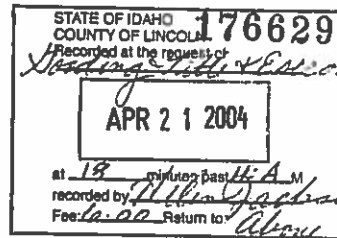
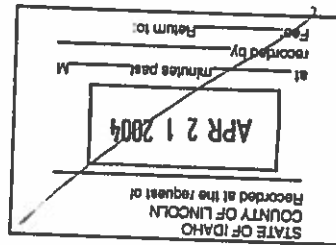
JOHN UHRIG AND LENNIE UHRIG, husband and wife

the grantee(s), whose current address is

PO BOX 732, SHOSHONE, ID 83352

the following described premises, to-wit:

See Attached Exhibit "A"



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

Dated: April 16, 2004

Ernest A. Bryant III
ERNEST A. BRYANT III

STATE OF CALIFORNIA
: ss
COUNTY OF SANTA BARBARA

On This 19th day of April, in the year 2004, before me, a Notary Public in and for said State, personally appear ERNEST A. BRYANT III, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Therese De Grood
Notary Public of
Residing at 3796 HOPE TERRACE, SANTA BARBARA, CA 93110
Commission Expires: SEPT. 14, 2006

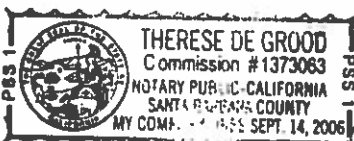


EXHIBIT A
L040018

Township 5 South, Range 17 East of the Boise Meridian, Lincoln County, Idaho

Section 34: That part of the S½, described as follows:

COMMENCING at the 1945 G.L.O. Brass Cap marking the West quarter corner of said Section 34, which lies North 89°43'34" West 5284.97 feet from the 1945 G.L.O. Brass Cap marking the East quarter corner of said Section 34;

THENCE South 89°43'34" East 2147.90 feet along the North boundary of the South half of said Section 34 to a ½" diameter rebar on the Northeast Right of Way of the U.P.R.R.;

THENCE South 53°24'22" East 841.49 feet along the Northeast right of way of the U.P.R.R. to a ½" diameter rebar to the TRUE POINT OF BEGINNING;

THENCE perpendicular to the Northeast right of way of the U.P.R.R. North 36°35'38" East 97.54 feet to the center of the Little Wood River;

THENCE along the centerline of the Little Wood River the following courses and distances;

South 74°11'56" East 154.23 feet;

North 77°18'21" East 105.54 feet;

North 77°56'15" East 356.38 feet;

North 54°30'57" East 76.14 feet;

South 75°03'09" East 101.39 feet;

South 44°48'05" East 167.35 feet;

South 27°55'34" East 137.61 feet;

South 19°44'14" West 202.71 feet;

South 13°42'47" East 99.73 feet;

South 28°30'51" East 235.36 feet;

South 62°27'22" East 95.89 feet, more or less, to the East boundary of the NW¼SE¼;

THENCE South 0°39'07" East along the East boundary of the NW¼SE¼, 207.74 feet, more or less, to the Southeast corner of the NW¼SE¼;

THENCE continuing South 0°39'07" East along the East boundary of the SW¼SE¼, 23.12 feet, more or less, to the Northeast Right of Way of the U.P.R.R.;

THENCE North 53°24'22" West along the Northeast Right of way boundary of the U.P.R.R. 1439.23 feet to the TRUE POINT OF BEGINNING.

AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT is made and entered into this 2nd day of April, 2004, by and between ERNEST A. BRYANT, III, a married man as sole and separate owner of the subject real property and improvements, hereinafter referred to as "SELLER," and JOHN T. UHRIG and LENNIE L. UHRIG, husband and wife, hereinafter referred to as "BUYERS."

WITNESSETH:

IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Sale of Real Property.

SELLER desires to sell and BUYERS wish to buy that certain real property hereinafter referred to as Tax Lot #2 NWSE 34-5-17, situated in Lincoln County, State of Idaho, more particularly described on EXHIBIT "A" attached hereto, of approximately 11 acres with 8 inches of 4/1/1883 Little Wood River Water appurtenant thereto.

SELLER shall transfer said property and title to said property free and clear from any and all reservations, except as otherwise provided for herein, subject to liens, assessments, easements or rights-of-way of public record.

2. Purchase Price.

The total purchase price is \$20,000.00 (Twenty Thousand and no/100 Dollars) Payable in cash or certified bank check at time of closing.

3. Closing.

Closing date for this transaction shall be on or before April 16, 2004 at Gooding Title & Escrow of Gooding, Idaho 83330.

4. Conveyance of Title.

SELLER shall convey title to the real property to BUYERS by Warranty Deed, free and clear from any and all reservations, liens, and encumbrances except as otherwise provided for herein, subject to liens, assessments, easements and rights-of-way of public record.

5. Possession.

BUYERS may take possession of said property at the time of closing.

6. Taxes and Assessments.

Real Property taxes will be prorated to the date of Closing.

7. Title Commitment.

SELLER has obtained and will provide to BUYERS a Commitment for Title Insurance, and BUYERS shall have five (5) days from the receipt of said document within which to notify the SELLER in writing of any objection to the condition of title. In the event BUYERS shall fail to notify SELLER, the Title Insurance Commitment shall be deemed to have been approved by BUYERS.

8. Documents to be Provided by Seller at Closing.

At Closing, SELLER shall deliver to BUYERS the following:

8.1 A duly executed and acknowledged Warranty Deed to the real property.

8.2 A standard policy of title insurance in the amount of the purchase price showing merchantable title to said property free and clear from any and all reservations, liens and encumbrances, subject to liens, assessments, easements and rights-of-way of public record. Said policy of title insurance will be paid for by the SELLER.

9. Closing Costs.

The Closing Costs, other than the Title Insurance Policy premium, shall be borne equally by BUYERS and SELLER.

10. Counterpart Signing.

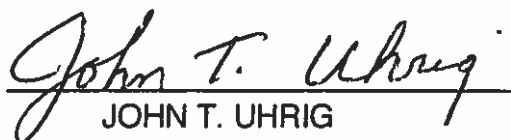
It is understood by the parties that because SELLER resides in California it is necessary that this document be signed in counterparts and the parties hereby agree that this document may be signed in counterparts and that facsimile copies will be accepted as originals until replaced with the signed original document or signature page.

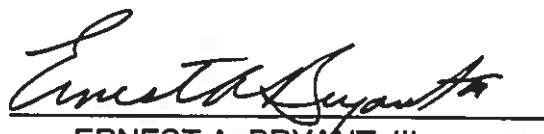
11. Additional Agreement: Pump and Irrigation System

It is agreed by both parties that in purchasing the subject property, BUYERS will acquire a 20% (twenty percent) interest in the existing 30 HP irrigation pump which currently irrigates both the subject property and property south of Highway 26 also belonging to the SELLER. SELLER will retain 80% (eighty percent) interest in said pump. The BUYERS will also acquire in full the existing 10 and 8 inch aluminum irrigation mainline and handline irrigation pipe that currently serves the subject property, but the SELLER and his successors will retain the right to use said mainline to convey water to SELLER'S property south of Highway 26. Annual expenses of

operation and maintenance for the pump and mainline including, but not limited to, the cost of electric power, will be shared by the SELLER and BUYERS in the ratio of 80% (eighty percent) by the SELLER and 20% (twenty percent) by the BUYERS. An agreement more fully describing this arrangement will be recorded with the deed at closing.

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


JOHN T. UHRIG


ERNEST A. BRYANT, III
"SELLER"

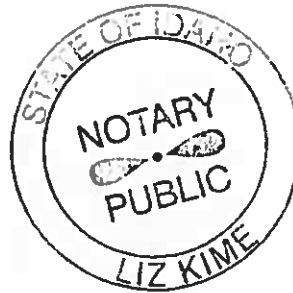

LENNIE L. UHRIG
"BUYERS"

STATE OF IDAHO)
) ss.
County of LINCOLN)

On this 14th day of April, 2004, before me, a notary public in and for said county and state, personally appeared JOHN T. UHRIG and LENNIE L. UHRIG, husband and wife, known or identified 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 first above written.

Liz Kime
NOTARY PUBLIC FOR IDAHO
Residing at: Shoshone, Idaho 83352
Commission Expires: 03/04/2005



STATE OF CALIFORNIA)

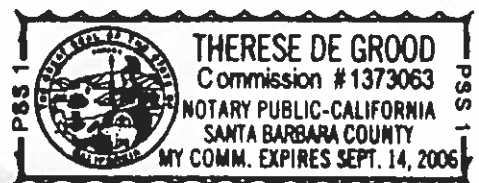
)ss.

County of SANTA BARBARA)

On this 6 day of APRIL, 2004 before me, a notary public in and for said county and state, personally appeared ERNEST A. BRYANT III, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

Therese de Grood
NOTARY PUBLIC THERESE DEGROOD
Residing at: 3796 HOPE TERRACE
Commission Expires: 9/14/06



SCHEDULE B - SECTION 1

No. L040018

Requirements

The following requirements must be met:

- (a) Pay the Agreed amounts for the interest in the land and/or the mortgage to be insured.
 - (b) Pay us the premiums, fees and charges for the policy.
 - (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
 - (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
 - (e) You must give us the following information
 - 1. Any off record leases, surveys, etc.
 - 2. Statement(s) of Identity, all parties
 - 3. Other
- 1. If the person mentioned in Schedule A, paragraph 4, is presently married, the spouse must join in any conveyance or encumbrance of the subject property pursuant to requirements of Chapter 10, title 55, Idaho Code, relating to homesteads; or we must be furnished satisfactory proof that 1.) the subject property is not vestee's principal residence; 2.) the land is not claimed as homestead property; and 3.) the address of the principal residence of vestee; or proof that the vested owner is not married.
 - 2. Deed transferring title from vestee to JOHN UHRIG and LENNIE UHRIG.

NOTE: For further information regarding this report, please contact:

TWIN FALLS TITLE & ESCROW COMPANY
905 SHOSHONE STREET NORTH, P.O. BOX 488
TWIN FALLS, IDAHO 83301
(208) 736-2424 OR (208) 736-2434 - FAX

TITLE OFFICER: SUMER SHINN
ESCROW OFFICER: GWEN SHERMAN

**SCHEDULE B - Section 2
Exceptions**

No. L040018

Any Policy we insure will have the following exceptions unless they are taken care of to our satisfaction.

Part I:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes of assessments on real property or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary line, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

Part II:

7. General Taxes for 2004 are an accruing lien, not yet due or payable.

NOTE: Taxes for 2003 were \$17.78, Parcel No. RP05\$17E3402T0A, Bill No. 2741, no Homeowners Filed, which have been paid in full.

8. Liens, levies and assessments of the Little Wood River Water District, and the rights, power and easements of said Company, as by law provided.
9. Liens, levies and assessments of the American Falls Reservoir District No. 2 and the rights, powers and easements of said District as by law provided.
10. Liens, levies and assessments of the Big Wood Canal Company and rights, powers and easements of said Company, as by laws provided.
11. Canals and laterals of Big Wood Canal Company and subject to the right of ingress and egress.
12. An Easement and the terms and provisions thereof, in favor of Mountain States Telephone and Telegraph Co. recorded July 29, 1931, as Instrument No. 87886.
13. Power Line Easement and the Terms and Conditions thereof:
In Favor of: Idaho Power Company
Recorded: December 4, 1941
Instrument No.: 81497

Exceptions 1-4 & 6 may be eliminated in an ALTA Extended Coverage Policy.



GOODING TITLE & ESCROW COMPANY

P.O. BOX 446
342 MAIN STREET
GOODING, IDAHO 83330
PHONE: 208.934.4427 (ESCROW)
FAX: 208.934.4741 (ESCROW)
PHONE: 208.736.2424 (TITLE)
FAX: 208.736.3737 (TITLE)

FAX

TO: FRED

FROM: Gooding Title & Escrow

FAX#: 886-2731

PHONE #:

DATE: Friday, April 09, 2004

PAGES: 8 (including cover page)

SUBJECT: COMMITMENT

CC:

☒ URGENT☐ FOR REVIEW☐ PLEASE COMMENT☐ PLEASE REPLY

COMMENTS:

THIS COMMUNICATION IS INTENDED SOLELY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED. IT CONTAINS INFORMATION THAT IS CONFIDENTIAL AND/OR PRIVILEGED. IF YOU ARE NOT THE INTENDED RECIPIENT, OR IF YOU ARE NOT RESPONSIBLE FOR THE DELIVER OF THIS COMMUNICATION TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT THE DISCLOSURE OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ADDRESS ABOVE VIA REGULAR POSTAL SERVICE.

COMMITMENT FOR TITLE INSURANCE

ISSUED BY
Gooding Title & Escrow Company
342 Main Street P. O. Box 446
Gooding, ID 83330
Phone: 208-834-4427
Fax: 208-834-4741

agent for

FIRST AMERICAN TITLE INSURANCE COMPANY

AGREEMENT TO ISSUE POLICY

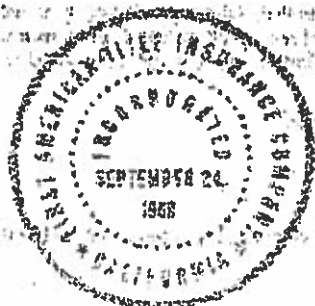
FIRST AMERICAN TITLE INSURANCE COMPANY, referred to in this Commitment as the Company, through its agent, identified above, referred to in this Agreement as the Agent, agrees to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment date, our obligation under this Commitment will end. Also our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-1
- The Exceptions in Schedule B-2
- The Conditions on the reverse side of this page.

The Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.



First American Title Insurance Company

ATTEST

SECRETARY

BY Colin J. Olsen COINTER-SIGNED

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section 2 may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section 1 are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section 1

or

eliminate with our written consent any Exceptions shown in Schedule B - Section 2.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

SCHEDULE A

1. Commitment Date: March 26, 2004 at 8:00 AM

Commitment No. L040018

Ref:

2. Policy or Policies to be issued:

(a) Owners Policy

Form 1402-92 (10-17-1992)

20,000.00

260.00

Proposed Insured:

JOHN UHRIG and LENNIE UHRIG

(b) Loan Policy

ALTA Loan Policy

0.00

0.00

Form 1056-92 (10-17-1992)

Proposed Insured:

(c) Endorsements

Premium Total:

0.00
260.00

3. FEE SIMPLE Interest in the land described in this Commitment is owned at the Commitment Date, by:

ERNEST A. BRYANT, III, a married man as his sole and separate property

4. The land referred to in this Commitment is described as follows:

See Attached Exhibit "A"

The records of the Lincoln County Tax Rolls disclose the above property address as:
Na Shoshone, Id 83352

EXHIBIT "A"

No. L040018

Township 5 South, Range 17 East of the Boise Meridian, Lincoln County, Idaho

Section 34: That part of the S $\frac{1}{2}$, described as follows:

COMMENCING at the 1945 G.L.O. Brass Cap marking the West quarter corner of said Section 34, which lies North 89°43'34" West 5284.97 feet from the 1945 G.L.O. Brass Cap marking the East quarter corner of said Section 34;
THENCE South 89°43'34" East 2147.90 feet along the North boundary of the South half of said Section 34 to a $\frac{1}{2}$ " diameter rebar on the Northeast Right of Way of the U.P.R.R.;
THENCE South 53°24'22" East 841.49 feet along the Northeast right of way of the U.P.R.R. to a $\frac{1}{2}$ " diameter rebar to the TRUE POINT OF BEGINNING;
THENCE perpendicular to the Northeast right of way of the U.P.R.R. North 36°35'38" East 97.54 feet to the center of the Little Wood River;
THENCE along the centerline of the Little Wood River the following courses and distances;
South 74°11'56" East 154.23 feet;
North 77°18'21" East 105.54 feet;
North 77°56'15" East 356.38 feet;
North 54°30'57" East 76.14 feet;
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South 13°42'47" East 99.73 feet;
South 28°30'51" East 235.36 feet;
South 62°27'22" East 95.89 feet, more or less, to the East boundary of the NW $\frac{1}{4}$ SE $\frac{1}{4}$;
THENCE South 0°39'07" East along the East boundary of the NW $\frac{1}{4}$ SE $\frac{1}{4}$, 207.74 feet, more or less, to the Southeast corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$;
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THENCE North 53°24'22" West along the Northeast Right of way boundary of the U.P.R.R. 1439.23 feet to the TRUE POINT OF BEGINNING.

