

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

RECEIVED
MAR 07 2002

Department of Water Resources
Eastern Region

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

CIVIL CASE NUMBER: 39576

Identification No. 29-13313

Date Received 3-7-02

Receipt Number E027507

NOTICE OF CLAIM
TO A
WATER RIGHT

ACQUIRED UNDER STATE LAW
For Domestic and/or Stockwater Purposes
Where Daily Use is less than 13,000 gallons per day.

Filing Fee \$25

Please type or print clearly

- Name of Claimant (s) Edwin L. & Klea B. Bruderer Phone (208) 775-3513
Mailing Address 1406 S. Old Hwy 91, Inkom, ID Zip 83245
- Date of Priority (Only one per claim) 8/28/1958 Month/Day/Year
- Source of water supply (Check one) () Groundwater or Other (☒) Spring
which is tributary to (b) Sinks Name or kind of source
- Location of point of diversion is: Township BS Range 36E
Section 11 SE 1/4 of SW 1/4 of NE 1/4, Govt. Lot , BM.,
County of Bannock
Additional points of diversion if any:
- Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate Etc.), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well. Spring flow into a concrete cistern, 1 1/2" PVC pipe gravity feeds the house.
- Water is claimed for the following: (limited to Domestic and/or Stockwater only. See Instructions.)
For Domestic purposes from 1/1 Month/Day to 12/31 Month/Day amount 0.04 (cfs)
For Stock purposes from 1/1 (Both dates are inclusive) to 12/31 amount 0.02
- Total quantity claimed 0.04 (cfs)
- Total consumptive use claimed is de minimus
- Non-irrigation uses. Describe fully. (Domestic: give number of households served if single ownership; Stockwater: Type and Number of livestock) 3 head of horses.

10. Place of use is: Township: 8S Range 36E

Section 11, SE 1/4 of NW - 1/4, Govt. Lot _____, B.M.,

for (Circle One) Domestic Stock Domestic and Stock
Additional places of use, if any _____

11. In which county (ies) are lands listed above as place of use located? Bannock

12. Do you own the property listed above as place of use? Yes ☒ No ☐
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.

☒ None or _____

14. Remarks: _____

15. Basis of Claim (Circle One) Beneficial Use Posted Notice License Permit Decree

Court _____ Decree Date _____ Plaintiff vs Defendant _____

If applicable provide IDWR Water Right Number _____

*16. Signature (s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understood 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 3

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Edwin L. Brudner Date 3-5-02

Kia B. Brudner Date 3-5-02

For Organizations: I do solemnly swear or affirm that I am _____

of _____, that I have signed the foregoing

document in the space below as _____ of _____

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____ Date _____

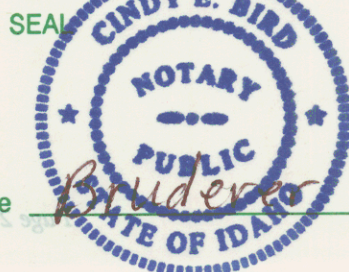
Title and Organization _____

State of Idaho/or _____)

County of Bannock) SS.

NOTARIZATION REQUIRED FOR EACH CLAIM

Subscribed and sworn (or affirmed) before me this 5th day of March 192002



Notary Public Cindy E. Bird

Residing at Lava Hot Springs

My Commission Expires May 1 - 2007

Last Name Brudner Ident No. 29-4061

Copies: White-State, Yellow-Claimant

Real Estate Agreement

(ESCROW)

THIS AGREEMENT, Made and entered into this

day of January, 1976,

between GLEN W. ROMRIELL, dealing with his sole and separate property,

, of Inkom,

County of Bannock

, State of Idaho, hereinafter called "Vendor," and

EDWIN L. BRUDERER and KLEA B. BRUDERER, husband and wife,

, of Pocatello,

County of

, State of Idaho, hereinafter called "Purchaser."

WITNESSETH, That the Vendor, in consideration of the covenants and agreements on the part of the Purchaser s, hereinafter contained, agrees to sell and convey unto the Purchaser s, and the Purchaser s agree to buy, all that certain piece or parcel of land situated and lying and being in _____, County of Bannock, State of Idaho, and bounded and particularly described as follows, to-wit:

A tract of land in the SE 1/4 NW 1/4 and SW 1/4 NE 1/4, Section 11, T.8S., R.36E., B.M., Bannock County, Idaho, more particularly described as follows:

BEGINNING at the center 1/4 corner (a Bannock County Monument) of Section 11, T.8S., R.36E., B.M.; thence N89°27'W on the south line of SE 1/4 NW 1/4 of said Section 11, for a distance of 298.49 feet, more or less, to the easterly right of way line of the Old U.S. 30 North Highway, said point being S89°27'E, 7.37 feet from an Idaho Department of Highway Monument (a brass cap in concrete); thence N8°23'W on the said easterly right of way line 271.38 feet, more or less, to point of curvature; thence northwesterly on the said easterly right of way on a curve to the right with a radius of 2955.8 feet for an arc distance of 153.62 feet (the chord is N16°53'40"W, 153.60 feet); thence S89°27'E, 595.23 feet; thence S0°33'W, 403.22 feet, more or less, to the south line of the SW 1/4 NE 1/4 of said Section 11; thence N89°27'W, 162.65 feet, more or less, to the point of beginning and contains 4.90 acres, more or less.

SUBJECT TO easement to Utah Power and Light Company, recorded November 14, 1946, Book 98, No. 275, records of Bannock County, Idaho, said easement being for power lines;

SUBJECT ALSO to the effect of and conditions contained in that certain agreement between Sheldon Lish and Fred Tripp, dated June 12, 1956, recorded June 19, 1956, Book 16 of Agreements, page 432, records of Bannock County, Idaho;

SUBJECT ALSO to right, title and interest of the public in and to those portions of above described premises falling within the bounds of roads or highways.

TOGETHER WITH all right, title and interest of Vendor in and to the water, and use of water, flowing from the spring presently supplying water to the residence on the property conveyed, that spring being one of numerous unnamed springs located in Bannock County, Idaho, SW 1/4 NE 1/4, and SE 1/4 NW 1/4, Section 11, Township 8 South, Range 36 E.B.M., and more particularly identified as Spring No. 2 on the aerial photo attached hereto as Exhibit "A". Vendor further hereby grants to Purchasers a right-of-way for the water pipe line, on its present course, from said Spring No. 2 to the premises hereby sold. Vendor expressly disclaims any warranty or representation as to the quantity or flow of water from said spring, and disclaims any right of use by Purchasers to the water of any other springs located on Vendor's property.

It is further agreed that this agreement cannot be assigned by the Purchaser **S** to any person, firm or corporation without the written consent of the Vendor . A violation of this clause of the agreement shall be considered material and will give the right to the Vendor to forfeit any and all rights of the Purchaser **S** in and to the said premises as hereinafter provided.

Time is of the essence of this agreement and in case the Purchaser **S** shall fail, refuse or neglect to pay to the Vendor or the escrow holder the money as is agreed herein to be paid or to pay the taxes and assessments at the time the same shall become due or shall fail to fulfill any of the covenants or agreements on **their** part to be kept and performed, then and in that event the Vendor shall be relieved from obligation in law or in equity to convey said property and the Vendor may, at **his** option forfeit any and all rights of the Purchaser **S** in and to the said real estate, and all money paid to the Vendor or the escrow holder by the Purchaser **S** under this agreement shall be retained by the Vendor as liquidated damages for non-performance of this contract and as rent for said premises, and the Vendor shall have the right to demand the escrow holder to re-deliver to **him** the escrow papers and from the time the escrow papers are re-delivered to the Vendor , the Purchaser **S** shall cease to have any right, title or interest in and to said premises and agree to immediately surrender peaceable possession of the same to the Vendor.

It is agreed that the above remedy is cumulative and the Vendor shall have any other remedy for the enforcement of this contract given to **him** by the laws of the State of Idaho.

It is further agreed that **Vendor** will pay the initial escrow charges and **Vendor** will pay all escrow charges thereafter.

It is further agreed that if it becomes necessary for the Vendor to bring an action in any court of competent jurisdiction for the enforcement of this contract for the repossession of said premises upon failure of the Purchaser to make the payments and perform the covenants as herein specified, the Purchaser **S** shall pay all court costs contracted by the Vendor , together with a reasonable attorney's fee.

It is further agreed that the stipulations herein set forth are to apply to and bind the heirs, executors, administrators and assigns of the respective parties hereto and the Purchaser **S** shall have possession of said premises on the **1st** day of **January** , 19**76** .

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

Signed, Sealed and Delivered in the Presence of

GLEN W. ROMRIELL (SEAL)

EDWIN L. BRUDERER (SEAL)

KLEA B. BRUDERER (SEAL)

(SEAL)

STATE OF IDAHO, }
COUNTY OF **Bannock** } ss.

On the _____ day of **January** , in the year 19 **76**, before me, a Notary Public in and for said State personally appeared **GLEN W. ROMRIELL, EDWIN L. BRUDERER and KLEA B. BRUDERER**

known to be the person **S** whose names **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.

(SEAL)

D. James Manning, Notary Public.
Residing at **Pocatello, Idaho**

My commission expires **February 10** , 19**77** .

AGREEMENT

WITH

Dated _____, 19____

COUNTY OF **BANNOCK** }
STATE OF **IDAHO** } ss.

I hereby certify that this instrument was filed for record at the request of

at _____ minutes past _____ o'clock

M., this _____ day of _____

A. D., 19____

in my office and duly recorded in Book _____

of _____

at Page _____

Ex-Officio Recorder

By _____ Deputy

Fees, \$ _____